



CABARRUS COUNTY BOARD OF COMMISSIONERS

**WORK SESSION
JUNE 2, 2014
4:00 P.M.**

1. CALL TO ORDER - CHAIRMAN

2. APPROVAL OF WORK SESSION AGENDA – CHAIRMAN

Including the Changes to the Agenda Pg. 426

3. DISCUSSION ITEMS – NO ACTION

- 3.1 Communications and Outreach – Presentation of 2014 Community Survey Results Pg. 2
- 3.2 Humane Society of Concord and Greater Cabarrus County – Annual Partnership Update Pg. 128
- 3.3 Human Resources – Results of Compensation Study Pg. 139

4. DISCUSSION ITEMS FOR ACTION AT JUNE 16, 2014 MEETING

- 4.1 County Manager – Approval of BB&T Resolution and Agreement for Deposit Account Pg. 171
- 4.2 County Manager – Participation in NCDOT Private Rail Crossing Closure Pg. 174
- 4.3 Finance – Proposed Funding for Kannapolis Middle School Pg. 177
- 4.4 Finance – CCS Request for a Budget Revision for the New Northwest Area Elementary School Pg. 181
- 4.5 Finance – Update of the Construction and Renovation Fund Budget and Related Project Ordinance for Public Safety Radio Replacements and Governmental Center Chiller Replacement Pg. 184
- 4.6 Finance – Update of the Construction and Renovation Fund Budget and Related Project Ordinance for RCCC Renovation Project Pg. 189
- 4.7 Finance – Update the Small Projects Capital Fund Budget and Related Project Ordinance for the Prime Farmland Project Pg. 194
- 4.8 Human Services – Human Services Transportation Maintenance Contract Pg. 200
- 4.9 Human Services – Review and Award Contract for Secondary Transportation Services Pg. 263
- 4.10 Planning and Development – Proposed Text Amendment to Zoning Ordinance (TEXT2014-00004) – Public Hearing 6:30 P.M. Pg. 384
- 4.11 Finance – Presentation of County FY 2015 Budget Requests Pg. 398
- 4.12 General Budget Discussion (as needed) Pg. 421

5. APPROVAL OF REGULAR MEETING AGENDA Pg. 422

6. ADJOURN



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**JUNE 2, 2014
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Communications and Outreach - Presentation of 2014 Community Survey Results

BRIEF SUMMARY:

The Board of Commissioners will receive the Cabarrus County 2014 Community Survey results. ETC Institute designed and implemented the survey instrument. There were more than 400 completed surveys taken from a random sample of the County population, with results that have a precision of at least +/- 5% at the 95% level of confidence.

REQUESTED ACTION:

Receive input.

EXPECTED LENGTH OF PRESENTATION:

30 Minutes

SUBMITTED BY:

Kasia Thompson, Communications and Outreach Manager
Christopher Tatham, ETC Institute, CEO

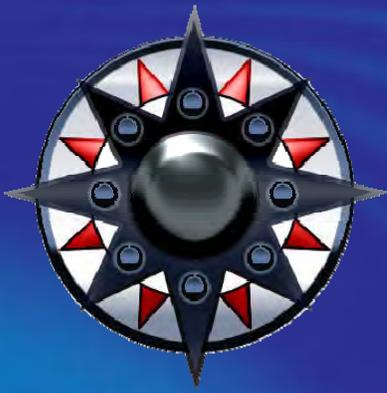
BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

[Survey](#)



2014 Community Survey

Findings Report

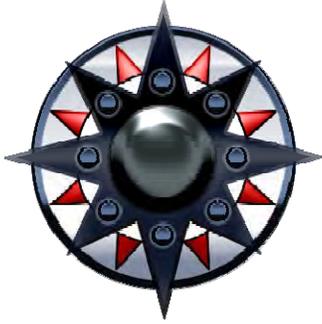
Submitted to the

Cabarrus County, North Carolina



ETC Institute
725 W. Frontier Circle
Olathe, KS 66061
(913) 829- 1215

May 2014



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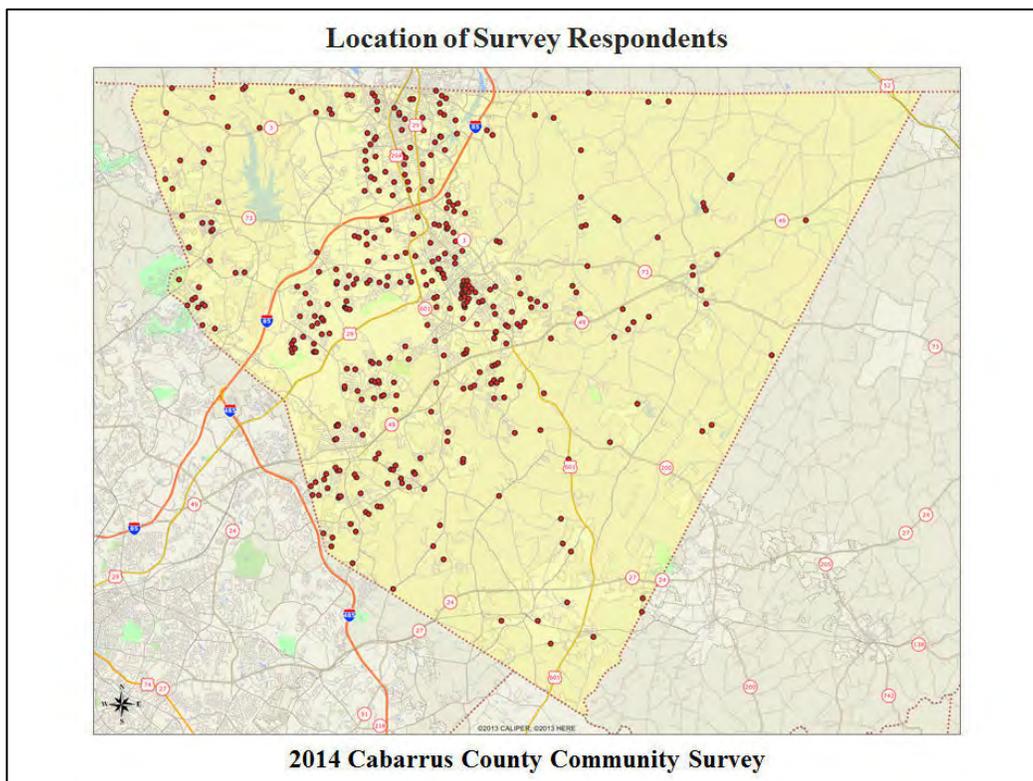


Overview

ETC Institute administered a survey to residents of Cabarrus County during the spring of 2014. This is the third time that the survey was administered for the County. The survey was also administered 2008 and 2010, providing valuable trend data for the County. The purpose of the survey was to assess satisfaction with the quality of county services and to gather input about priorities for the community.

Methodology. A seven-page survey was mailed to a random sample of 1,200 households during March 2014. Approximately seven days after the survey was mailed, residents who received the survey were contacted by phone. Those who indicated that they had not returned the survey were given the option of completing it by phone. Households that received a survey in the mail also had the option of completing the survey online. A total of 406 residents completed the survey. The overall results for the survey have a precision of at least +/-4.9% at the 95% level of confidence. There were no statistically significant differences in the results of the survey based on the method of administration (mail, phone, online).

In order to better understand how well residents think County services are being delivered in different areas of the County, ETC Institute geocoded the home address of respondents to the survey. The dots on the map below shows the physical distribution of respondents to the survey based on the location of their home.



The percentage of “don’t know” responses has been excluded from many of the graphs shown in this report to facilitate valid comparisons of the results from Cabarrus County with the results from other communities in the *DirectionFinder*® database. Since the number of “don’t know” responses often reflects the utilization and awareness of city services, the percentage of “don’t know” responses has been provided in the tabular data section of this report.

This report contains:

- a summary of the methodology for administering the survey and major findings
- charts showing the overall results of the survey
- benchmarking data that show how the results for Cabarrus compare to other communities
- importance-satisfaction analysis that identifies priorities for the County
- GIS maps that show the results for selected questions on the survey
- tables that show the results for all questions on the survey
- a copy of the survey instrument

Trends

Significant Changes from 2010 to 2014. Overall satisfaction has stayed the same or improved in 26 of the 44 areas that were rated in 2010 and 2014. There were statistically significant improvements in 10 of the 44 areas that were rated. There were only three significant decreases. The significant increases and decreases are listed below:

Significant Increases

- Employment opportunities
- Cabarrus County recreation leagues and classes
- Conservation easements
- Emergency preparedness
- Veteran services
- Transportation service for seniors/disabled
- Housing rehabilitation
- Tax relief exemptions
- Landfill/household hazardous waste center
- How well issues were handled by County employees

Significant Decreases

- Ease of travel in the County
- Cabarrus County Fair
- Children’s programs

Overall satisfaction has stayed the same or improved in 19 of the 21 areas that were rated in 2008 and also in 2014. There were statistically significant improvements in 10 of the 21 areas that were rated. There were no significant decreases.

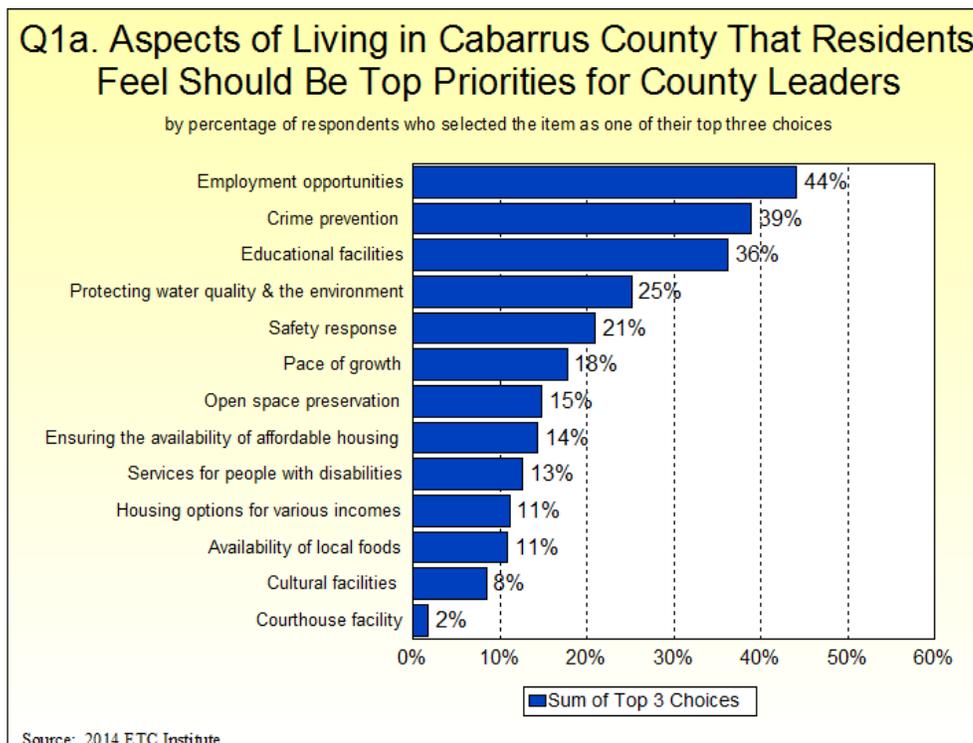
How Cabarrus County Compares to Other Communities

Cabarrus County is setting the standard with regard to the overall quality of County services. The mean rating for Cabarrus County was at or above the national average for all 23 areas that were comparatively assessed on the survey. The County rated significantly above the national average in 15 areas. The County did not rate significantly below the national average in any areas. The 10 areas in which the County outperformed the national average the most were:

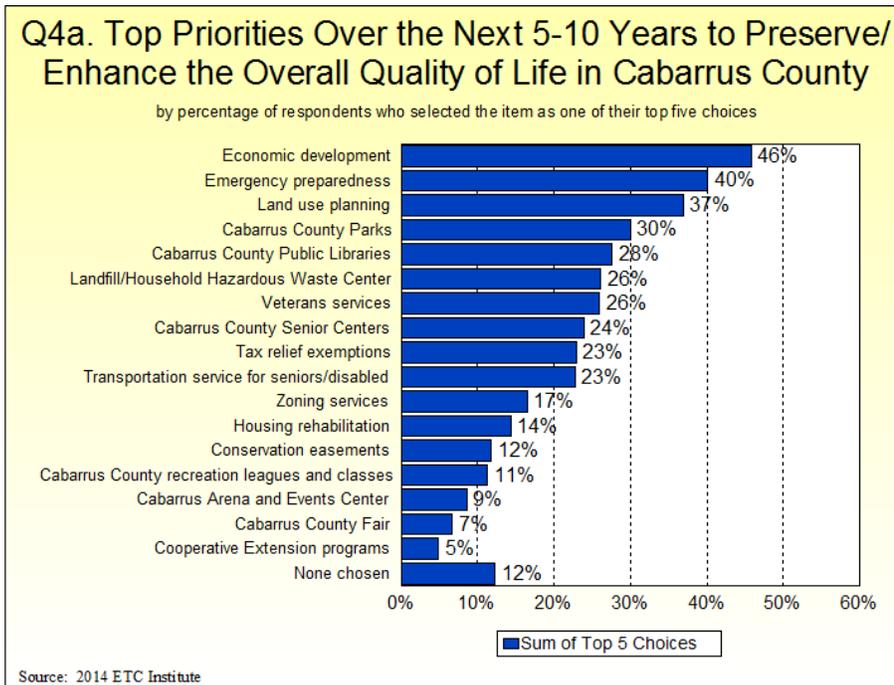
- How well issues were handled by County employees
- Emergency preparedness
- How quickly County staff responded
- Accuracy of information and assistance given
- Recreation leagues and classes
- The way County staff treated residents
- Overall quality of County services
- Feeling of safety in County parks
- County parks
- Library services

Priorities

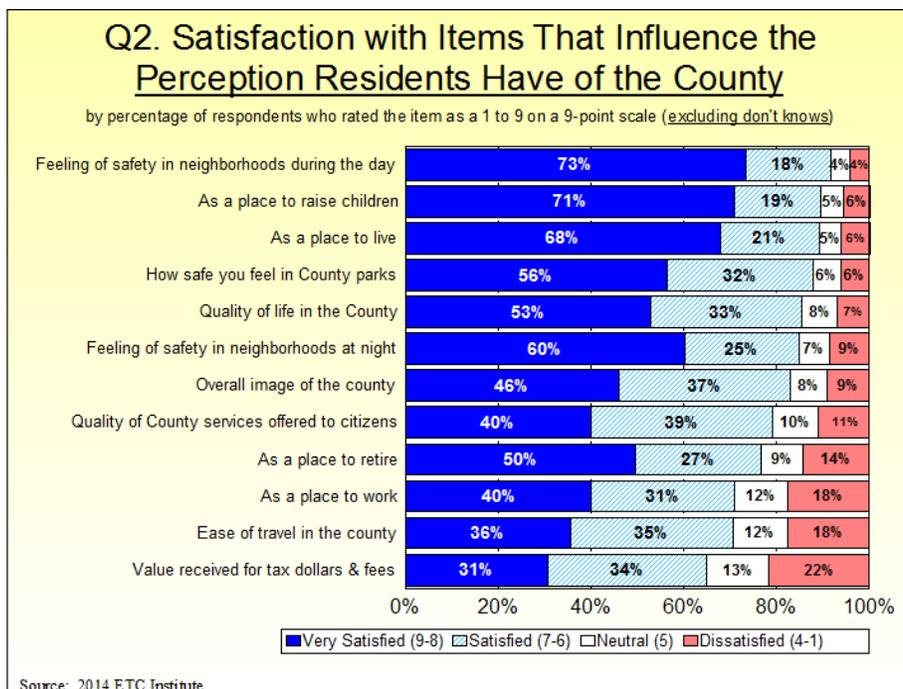
County Issues. Among 13 County issues that residents were asked to rate, residents thought employment opportunities (44%), crime prevention (39%), and educational facilities (36%) were the most important. The chart below shows the percentage of residents who selected each issue as one of their top three choices.



County Programs and Services. Among 17 county services that residents were asked to rate, residents thought economic development (46%), emergency preparedness (40%) and land use planning (37%) should be the top priorities over the next 5 to 10 years to preserve/enhance the overall quality of life in the County. The chart below shows the percentage of residents who selected each service as one of their top five choices.



Perception of the County. Among 12 items that influence residents’ perception of the County, the items that received the highest satisfaction ratings were the feeling of safety in neighborhoods during the day (91%), the County as a place to raise children (90%), and the County as a place to live (89%). The chart below shows the level of satisfaction for each item that was rated.



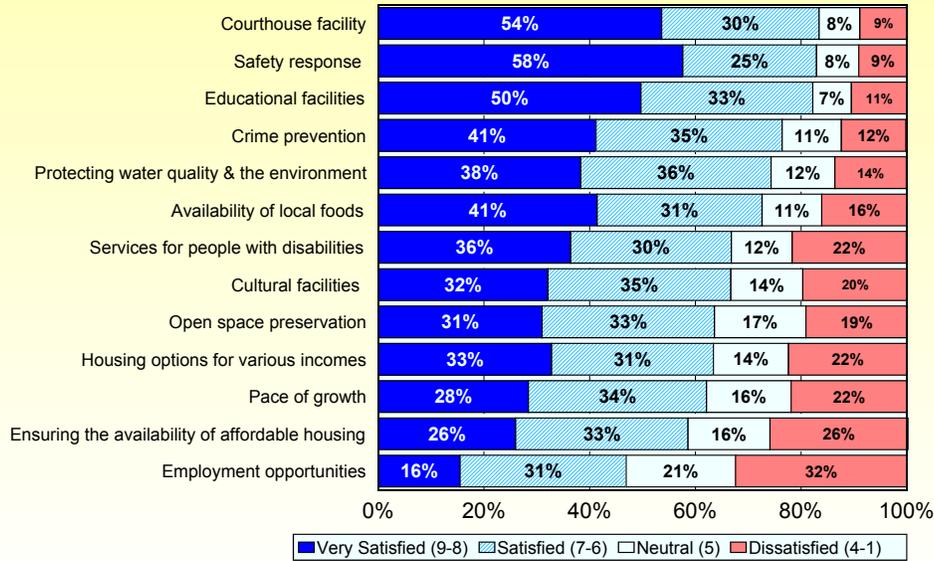
Other Findings

- **Location of Public Library Branches:** 76% of the residents surveyed thought public libraries were conveniently located; 17% did not, and 7% did not have an opinion.
- **Usage of Public Libraries:** 60% of the residents surveyed indicated that they had used a public library in Cabarrus County during the past year.
- **Sources of Information About County Programs and Services:** The top sources of information used by residents to get information about County programs and services are: newspaper (39%), the County’s website (36%), mail (36%), and television (30%).
- **Importance of “Cabarrus County Transportation Services”.** Over three-fourths (82%) of those surveyed thought it was “very important” or “important” for the County to provide “Cabarrus County Transportation Services”; 13% thought it was “somewhat important”, and only 5% did not think it was important.
- **Awareness of Channel 22.** 46% of residents surveyed are aware of the Cabarrus County Government Channel (channel 22); of those that are aware of Channel 22, 75% find the programs on Channel 22 to be entertaining, informative, and/or helpful.
- **County website.** 83% of residents surveyed have visited the County’s website; of the 83% that have visited the County’s website, 89% found the website easy to navigate.
- **County Emergency Services.** 96% of residents surveyed are either “very satisfied” or “satisfied” with Cabarrus County Emergency Medical Services; over 90% of residents surveyed are also “very satisfied” or “somewhat satisfied” with the Cabarrus County Fire Marshal’s Office, the Cabarrus County 9-1-1- call center, and the Cabarrus County Sheriff’s Office.
- **County Customer Service.** 40% of residents surveyed have contacted Cabarrus County during the past year; of the 40% that have contacted Cabarrus County, 84% were “very satisfied” or “satisfied” with the way they were treated, and 83% were “very satisfied” or “satisfied” with the accuracy of the information and assistance they were given.

Section 1:
Charts and Graphs

Q1. Overall Satisfaction with Various Aspects of Living in Cabarrus County

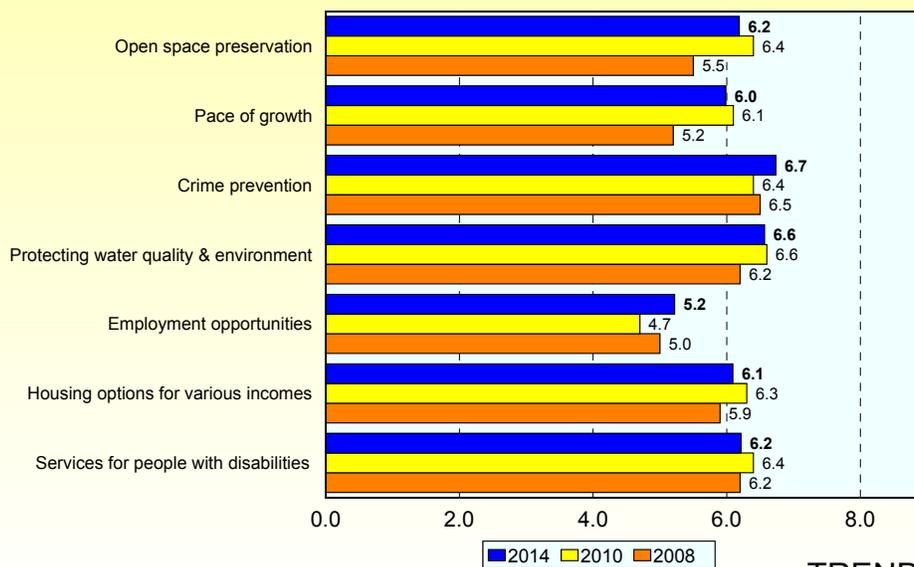
by percentage of respondents who rated the item as a 1 to 9 on a 9-point scale (excluding don't knows)



Source: 2014 ETC Institute

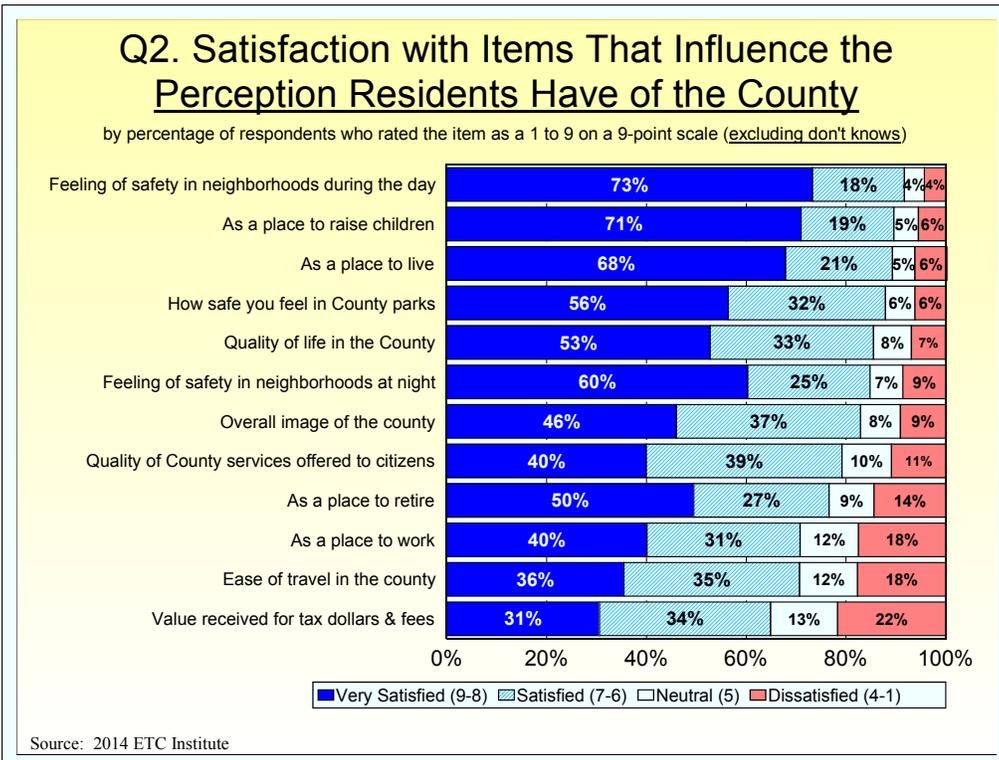
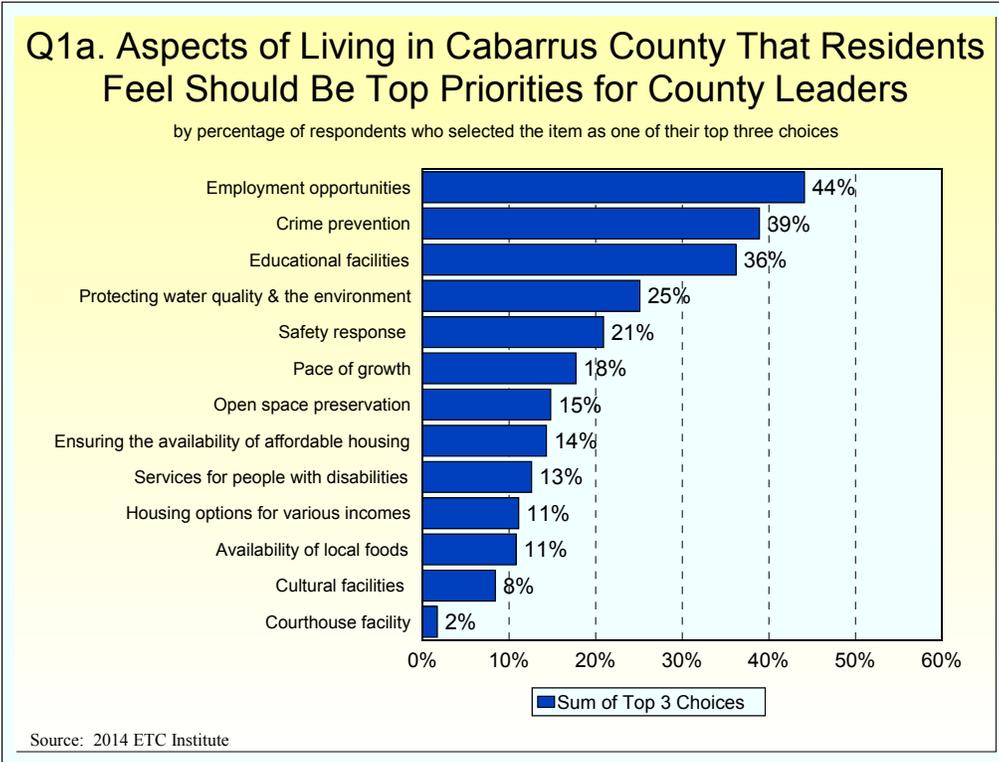
Q1. Overall Satisfaction with Various Aspects of Living in Cabarrus County

Mean ratings on a scale from 1 to 9, where 9 means "very satisfied" and 1 means "very dissatisfied" (excluding don't knows)



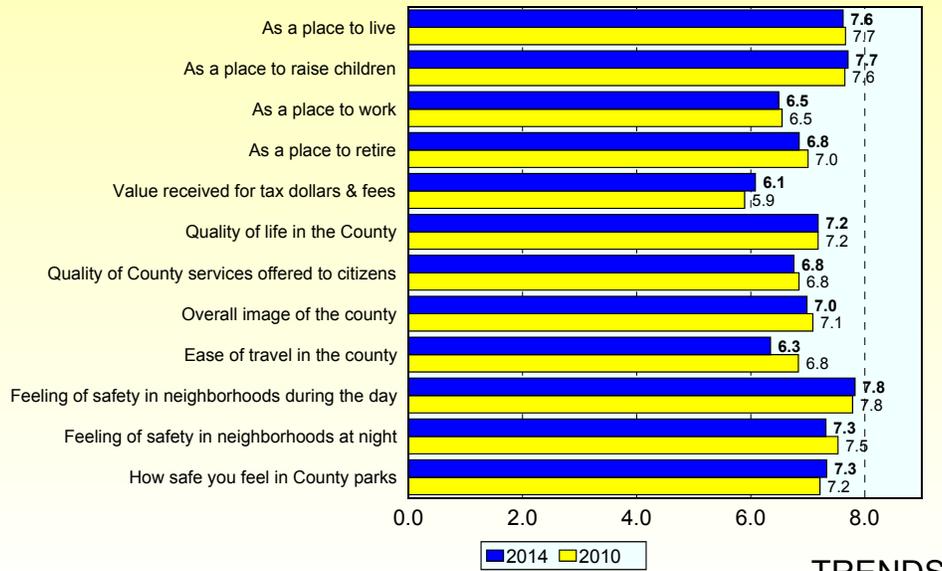
Source: 2014 ETC Institute

TRENDS



Q2. Satisfaction with Items That Influence the Perception Residents Have of the County

Mean ratings on a scale from 1 to 9, where 9 means "very satisfied" and 1 means "very dissatisfied" (excluding don't knows)

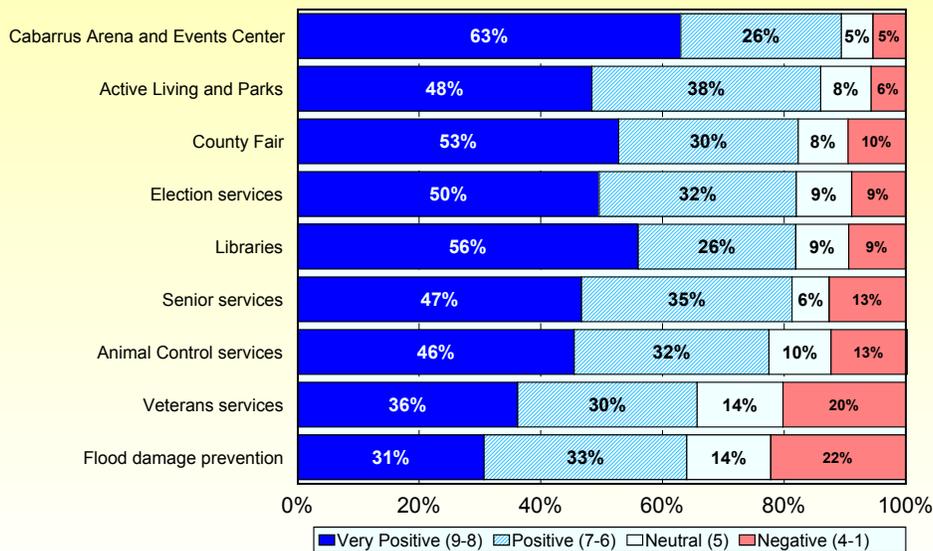


Source: 2014 ETC Institute

TRENDS

Q3. Overall Impression of Various Programs and Services Offered by Cabarrus County

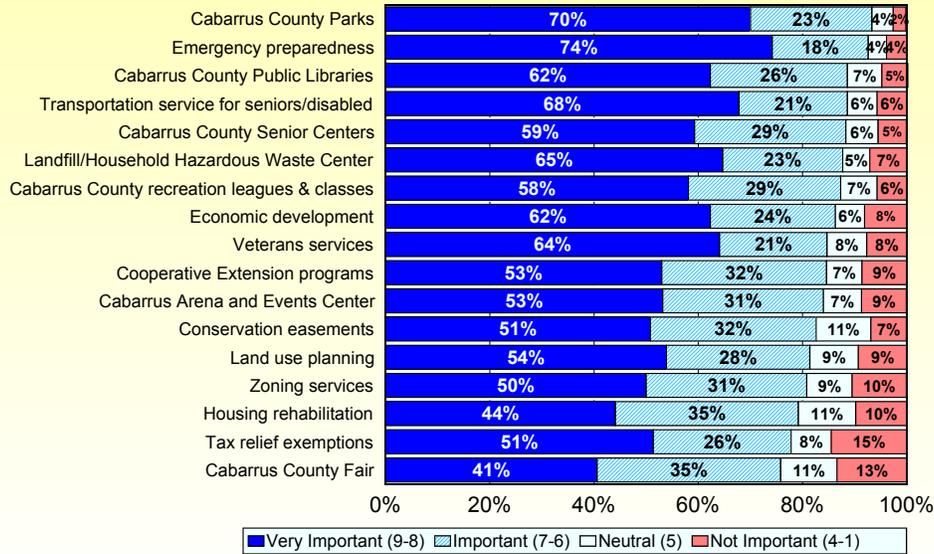
by percentage of respondents who rated the item as a 1 to 9 on a 9-point scale (excluding don't knows)



Source: 2014 ETC Institute

Q4. Importance of Various Cabarrus County Programs and Services to the Quality of Life in the County

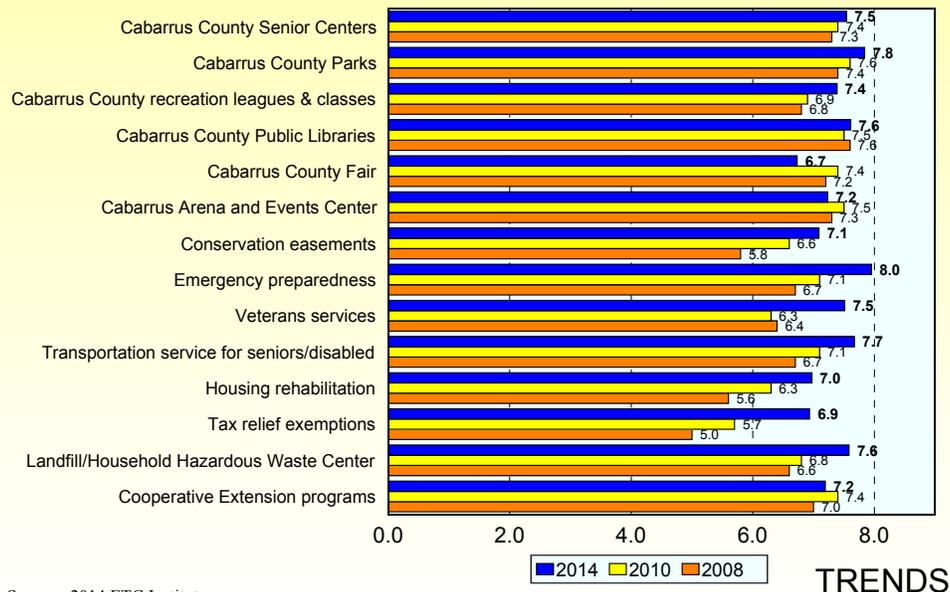
by percentage of respondents who rated the item as a 1 to 9 on a 9-point scale (excluding don't knows)



Source: 2014 ETC Institute

Q4. Importance of Various Cabarrus County Programs and Services to the Quality of Life in the County

Mean ratings on a scale from 1 to 9, where 9 means "very satisfied" and 1 means "very dissatisfied" (excluding don't knows)

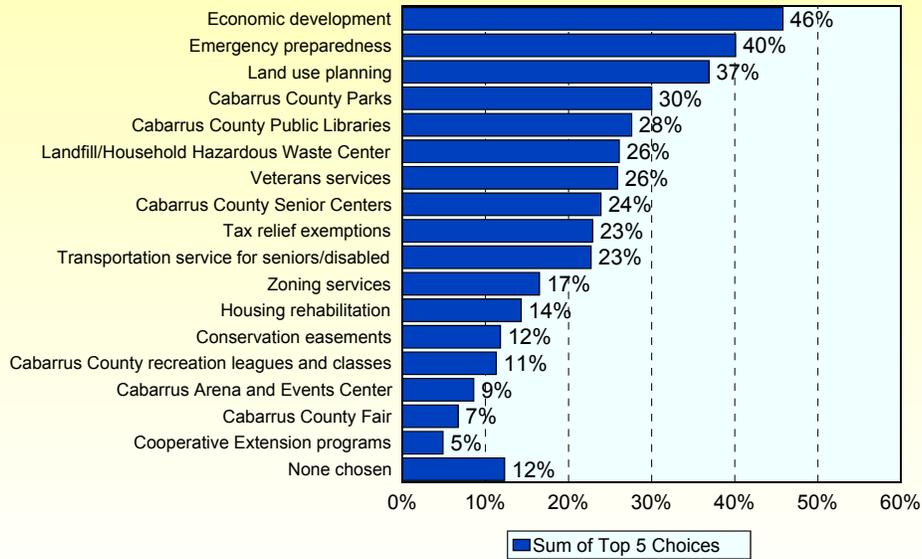


Source: 2014 ETC Institute

TRENDS

Q4a. Top Priorities Over the Next 5-10 Years to Preserve/ Enhance the Overall Quality of Life in Cabarrus County

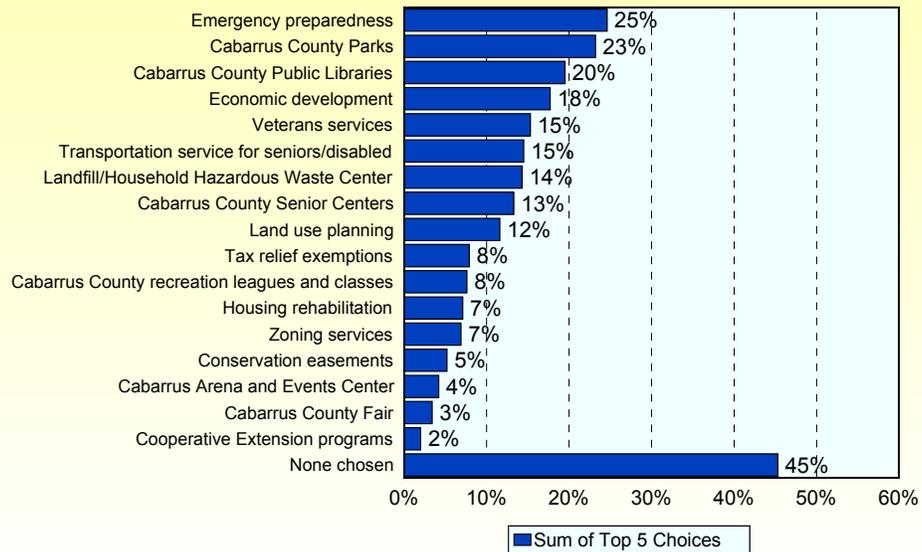
by percentage of respondents who selected the item as one of their top five choices



Source: 2014 ETC Institute

Q4b. Items Residents Are Most Willing to Pay More for to Avoid Reductions in Service or Decreased Quality

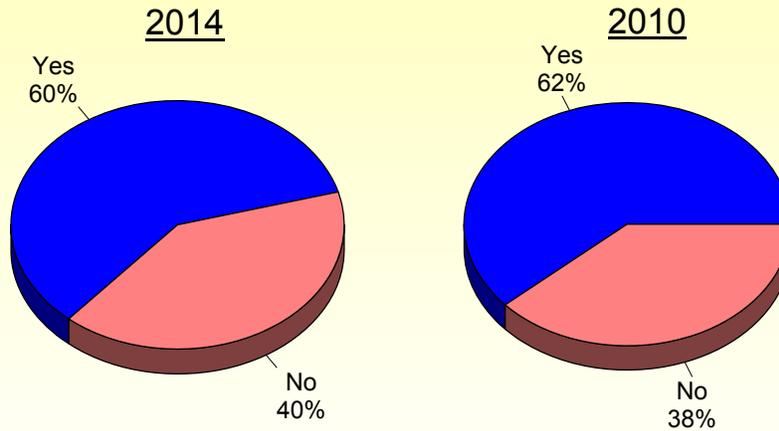
by percentage of respondents who selected the item as one of their top five choices



Source: 2014 ETC Institute

Q5. Within the past year, have you used a Cabarrus County public library?

by percentage of respondents (excluding don't knows)

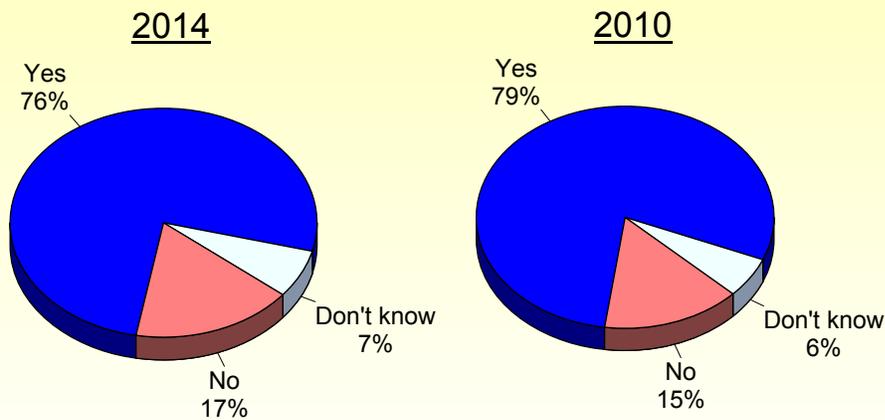


Source: 2014 ETC Institute

TRENDS

Q6. Is there a public library branch in a convenient location for you to use?

by percentage of respondents

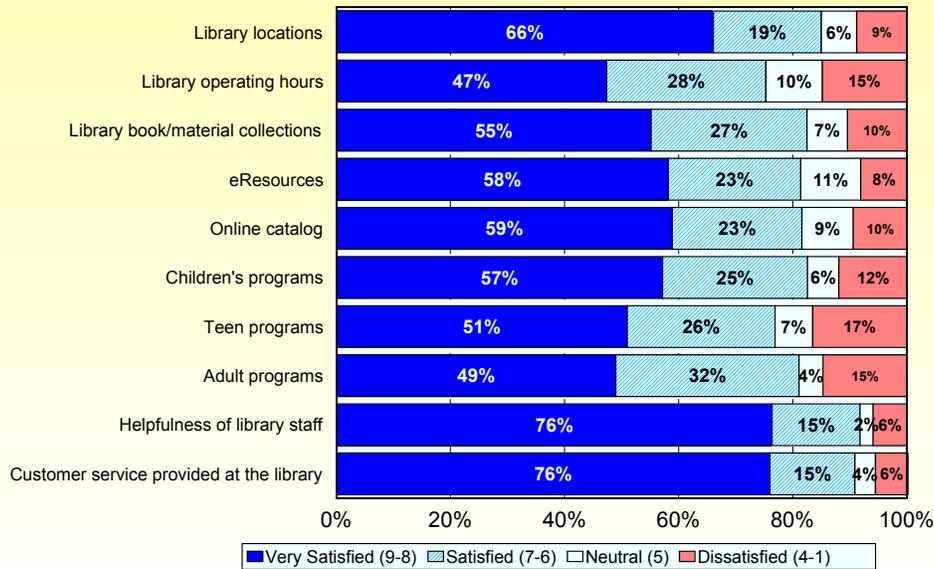


Source: 2014 ETC Institute

TRENDS

Q7. Satisfaction with County Library Services

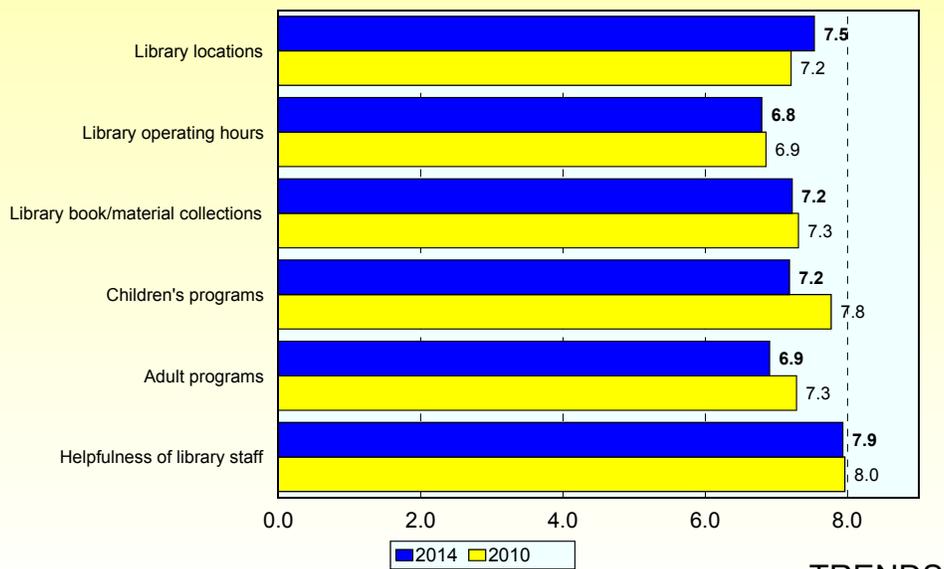
by percentage of respondents who rated the item as a 1 to 9 on a 9-point scale (excluding don't knows)



Source: 2014 ETC Institute

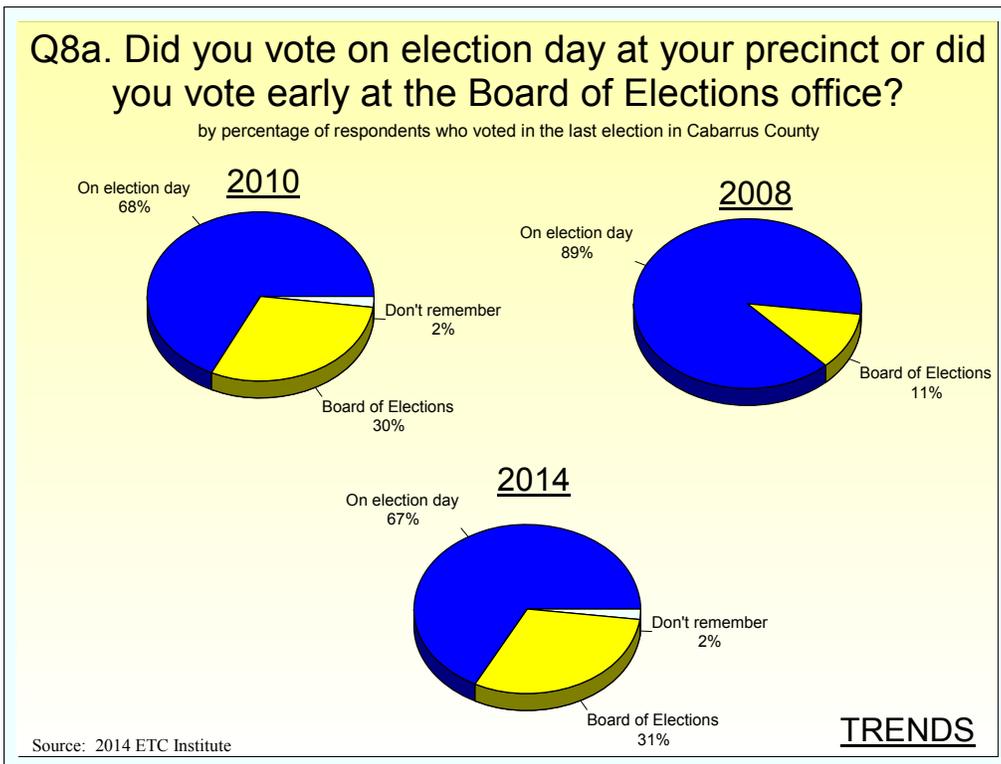
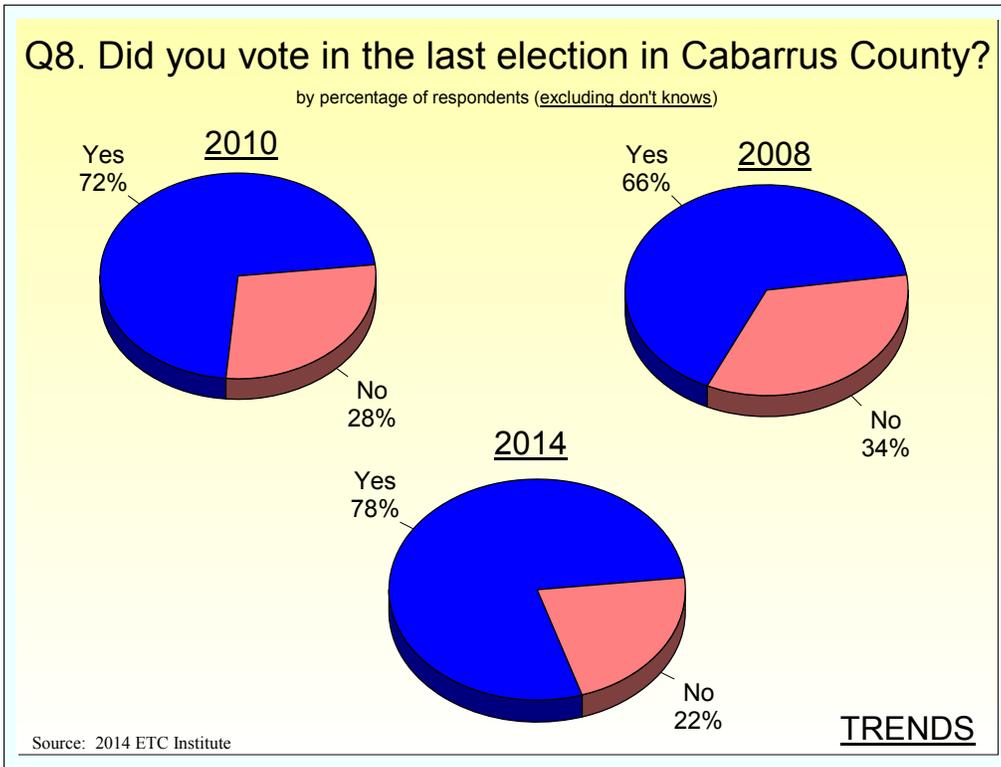
Q7. Satisfaction with County Library Services

Mean ratings on a scale from 1 to 9, where 9 means "very satisfied" and 1 means "very dissatisfied" (excluding don't knows)



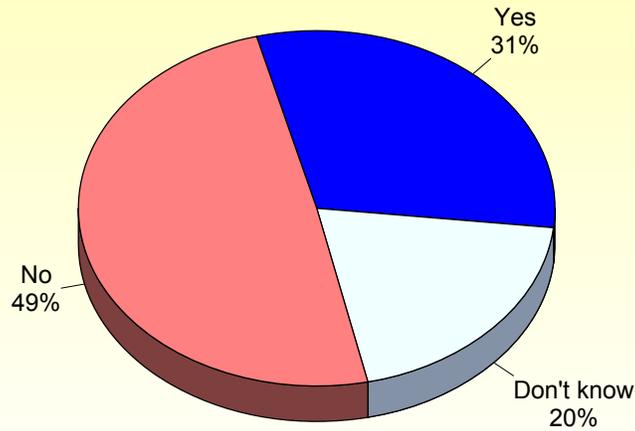
Source: 2014 ETC Institute

TRENDS



Q8b. Do you support the implementation of fewer and larger voting precincts?

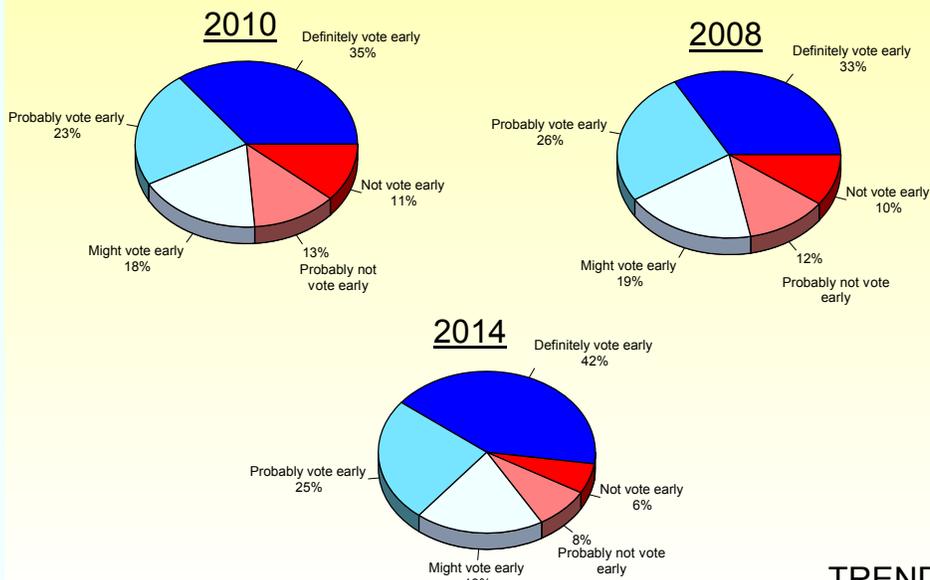
by percentage of respondents who voted in the last election in Cabarrus County



Source: 2014 ETC Institute

Q9. How likely would you be to vote early if it were available at more convenient locations in the County?

by percentage of respondents (excluding don't knows)

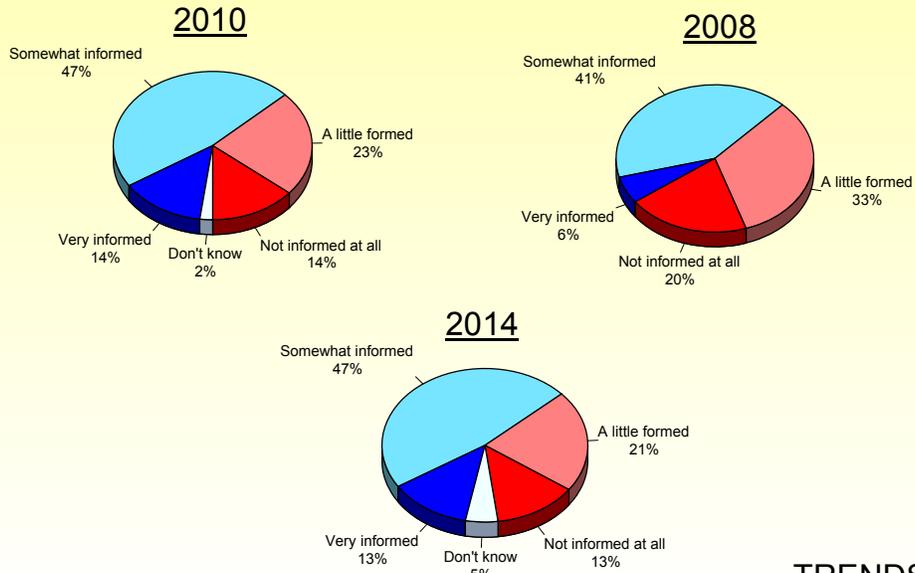


Source: 2014 ETC Institute

TRENDS

Q10. How informed are you about Cabarrus County Government issues?

by percentage of respondents (excluding don't knows)

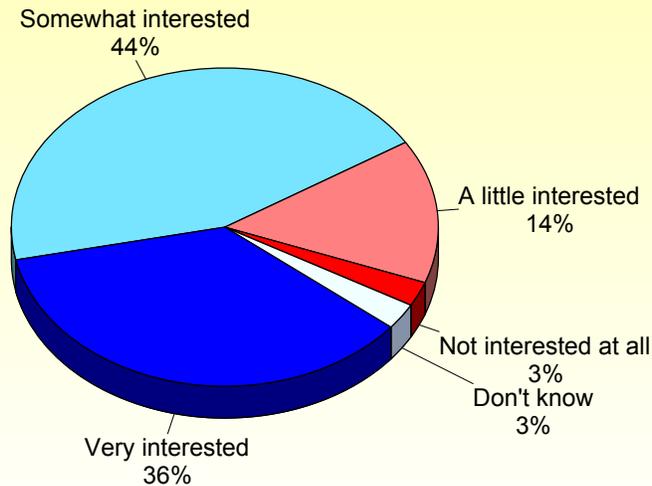


Source: 2014 ETC Institute

TRENDS

Q11. How interested are you about Cabarrus County Government issues?

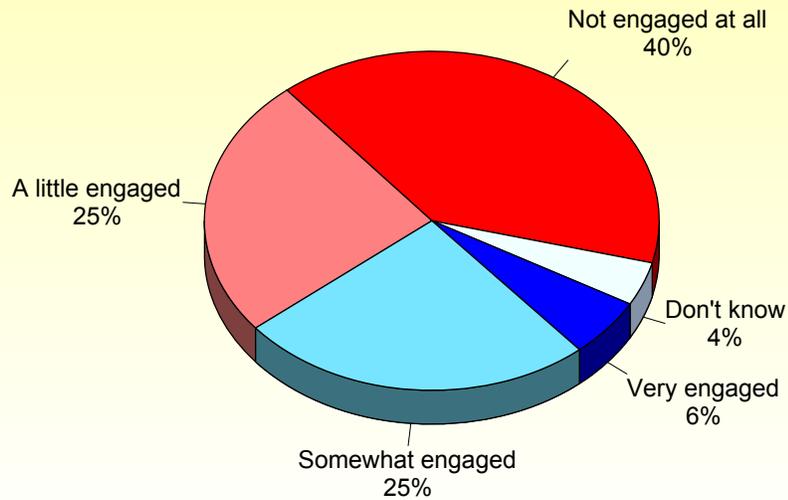
by percentage of respondents



Source: 2014 ETC Institute

Q12. How engaged are you in the work of Cabarrus County Government?

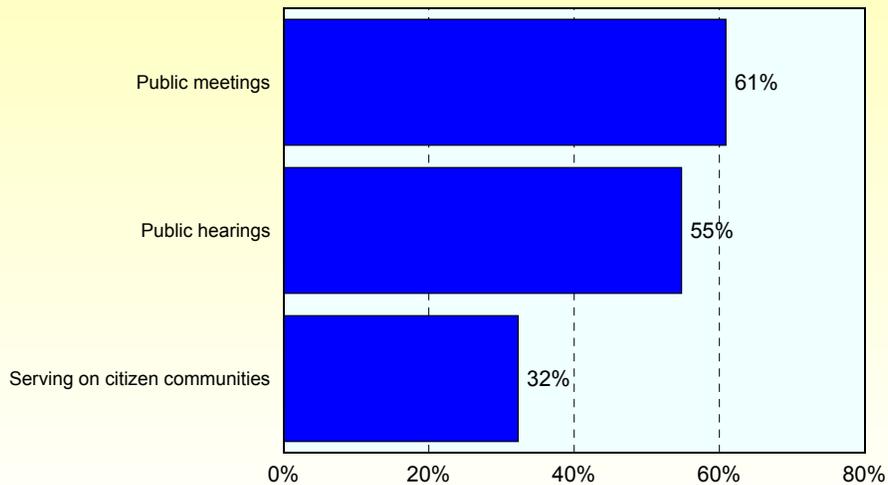
by percentage of respondents



Source: 2014 ETC Institute

Q13. Are you aware of any of these opportunities for citizens to be involved in decision-making for Cabarrus County government issues?

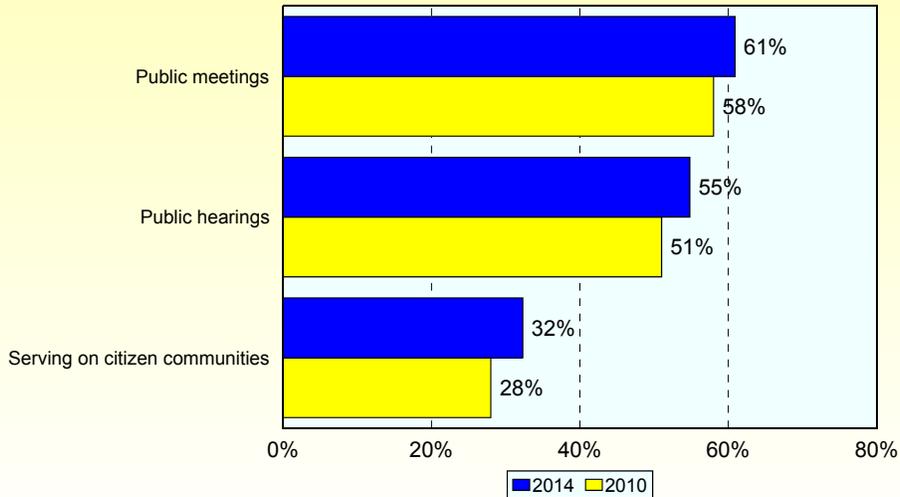
by percentage of respondents



Source: 2014 ETC Institute

Q13. Are you aware of any of these opportunities for citizens to be involved in decision-making for Cabarrus County government issues?

by percentage of respondents

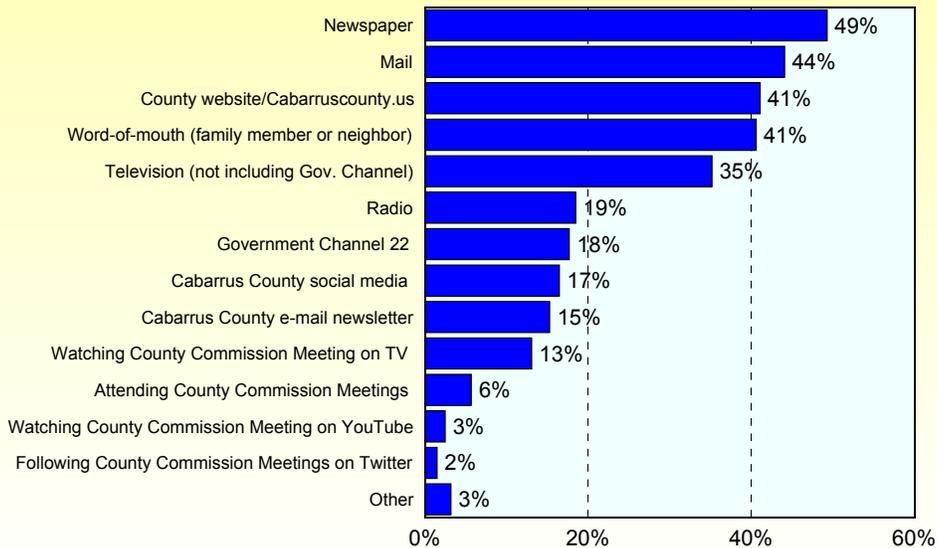


Source: 2014 ETC Institute

TRENDS

Q14. Sources Residents Use to Obtain Information About Cabarrus County Programs and Services

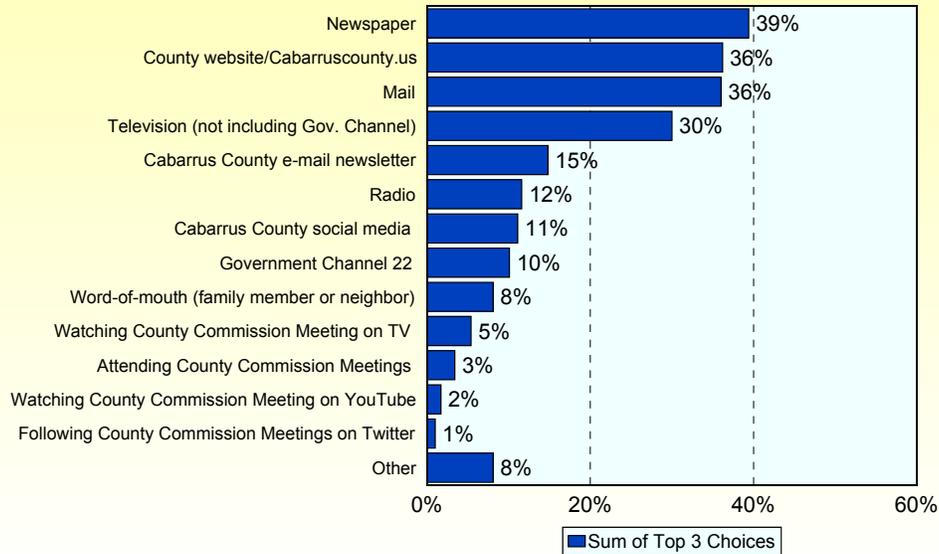
by percentage of respondents (multiple choices could be made)



Source: 2014 ETC Institute

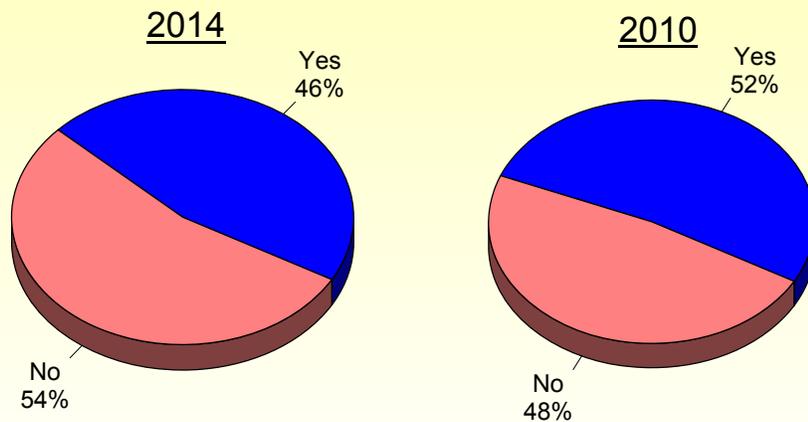
Q14a. Sources of Information Most Important to Cabarrus County Residents

by percentage of respondents who selected the item as one of their top three choices



Q15. Are you aware of the Cabarrus County Government Channel, which is cable channel 22?

by percentage of respondents (excluding don't knows)

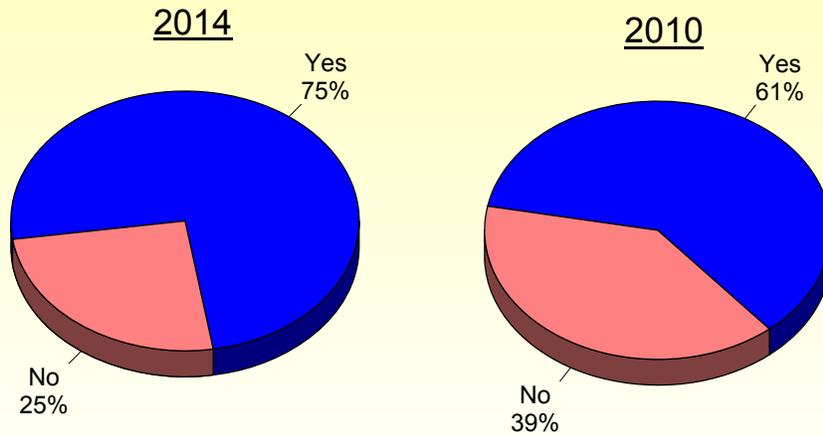


TRENDS

Source: 2014 ETC Institute

Q16. Overall, do find the programs on Channel 22 entertaining, informative and/or helpful to you?

by percentage of respondents who are aware of Channel 22 (excluding don't knows)

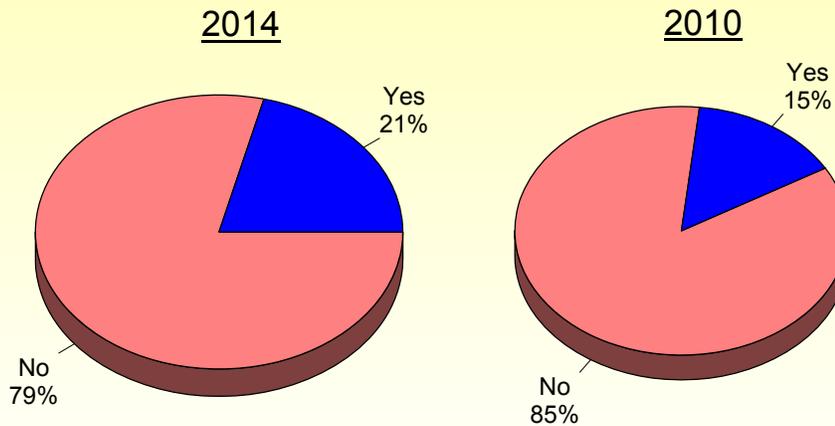


Source: 2014 ETC Institute

TRENDS

Q17. Are you aware that you can watch many of Channel 22's shows On Demand, on the Cabarrus County website and/or YouTube channel?

by percentage of respondents (excluding don't knows)

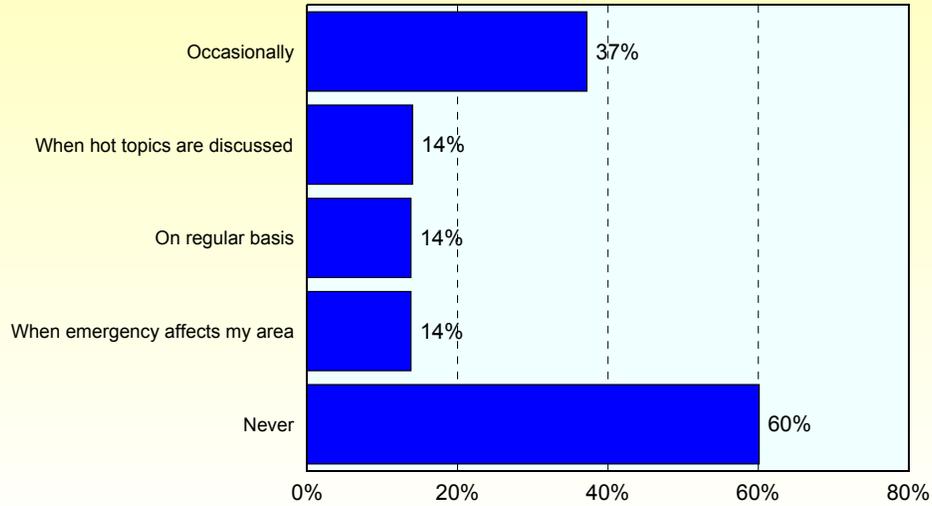


Source: 2014 ETC Institute

TRENDS

Q18. Do you rely on the Cabarrus County website, social media, e-newsletter and/or Channel 22 for news and information about Cabarrus County?

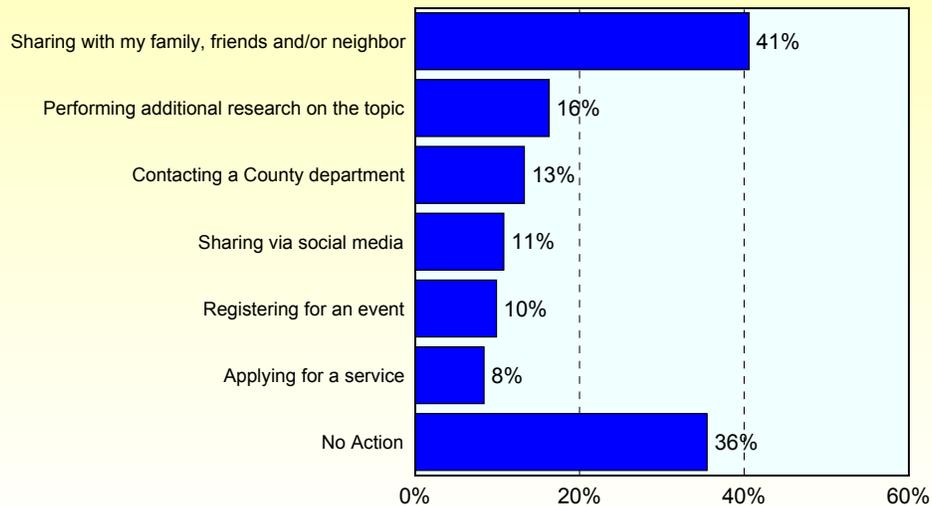
by percentage of respondents (multiple choices could be made)



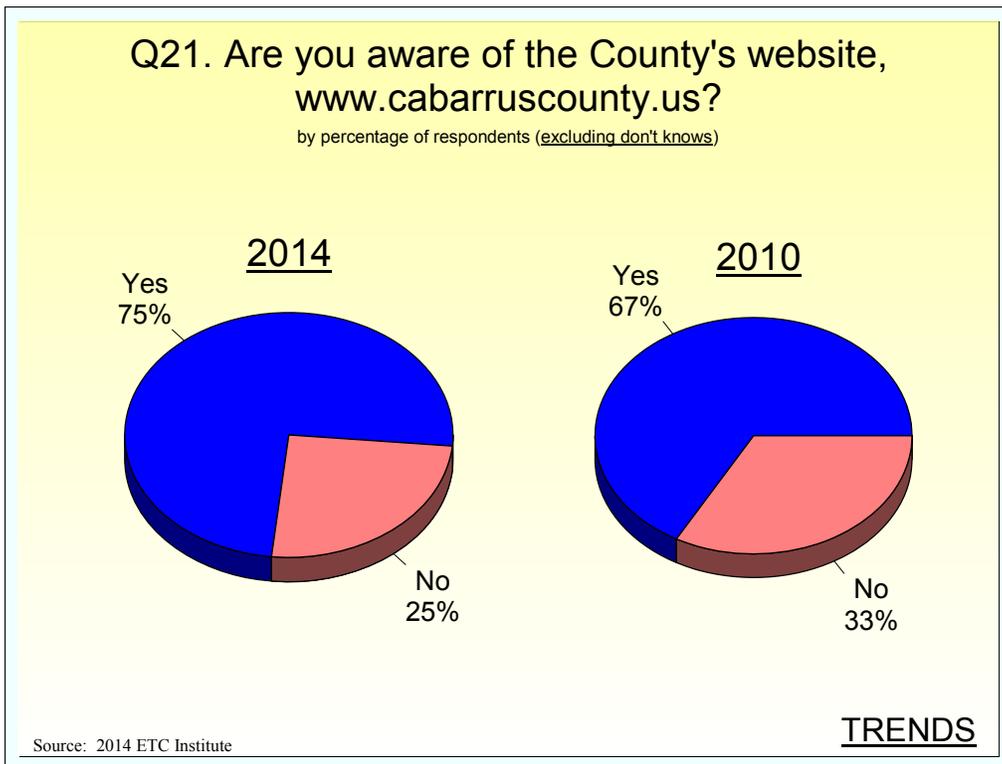
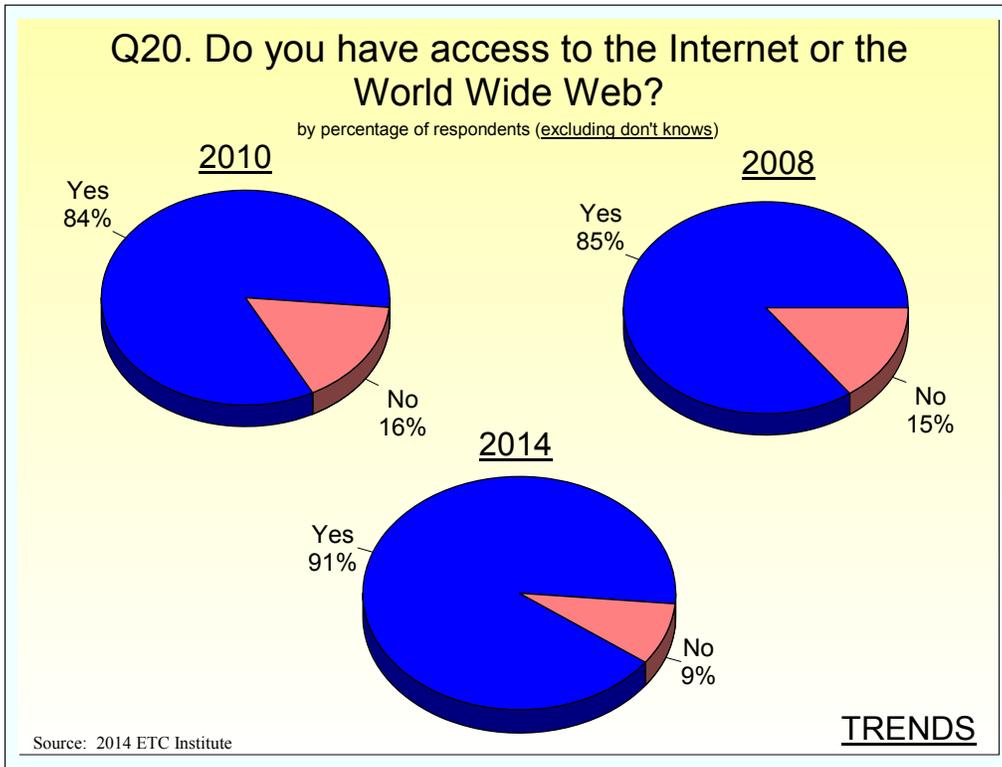
Source: 2014 ETC Institute

Q19. In the last year, have you acted on news and information you received from the Cabarrus County website, social media, e-newsletter and/or Channel 22?

by percentage of respondents (multiple choices could be made)

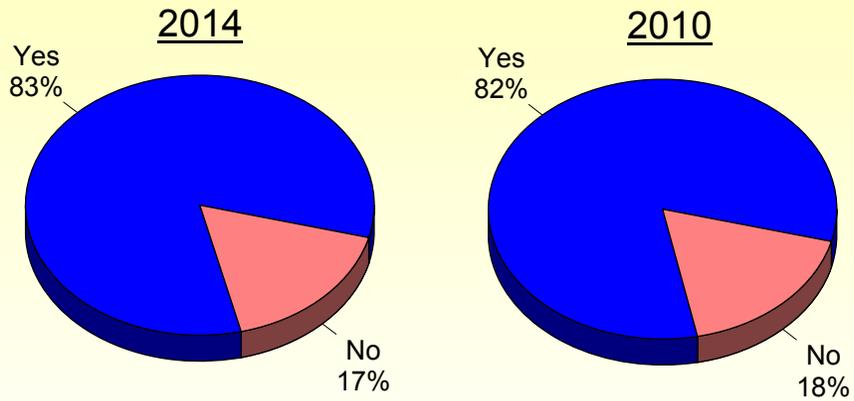


Source: 2014 ETC Institute



Q21a. Have you ever visited www.cabarruscounty.us?

by percentage of respondents who were aware of the County's website

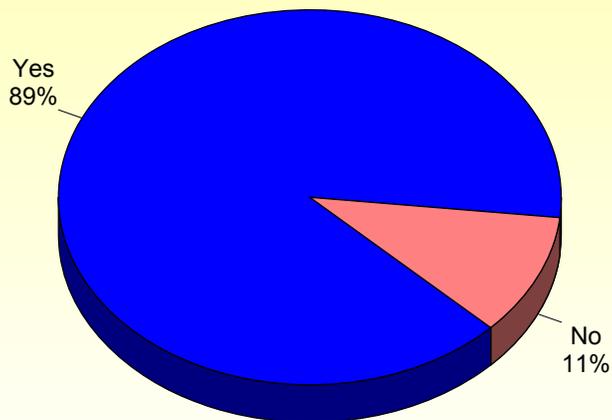


Source: 2014 ETC Institute

TRENDS

Q21c. Was the County's website easy to navigate?

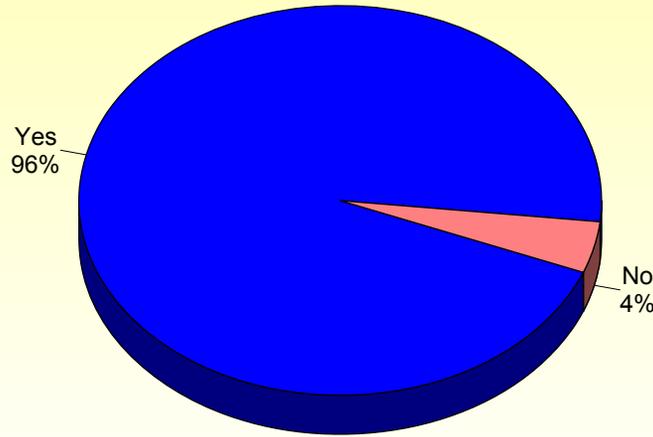
by percentage of respondents who have visited the County's website (excluding don't knows)



Source: 2014 ETC Institute

Q21d. Did you find what you were looking for on the County website?

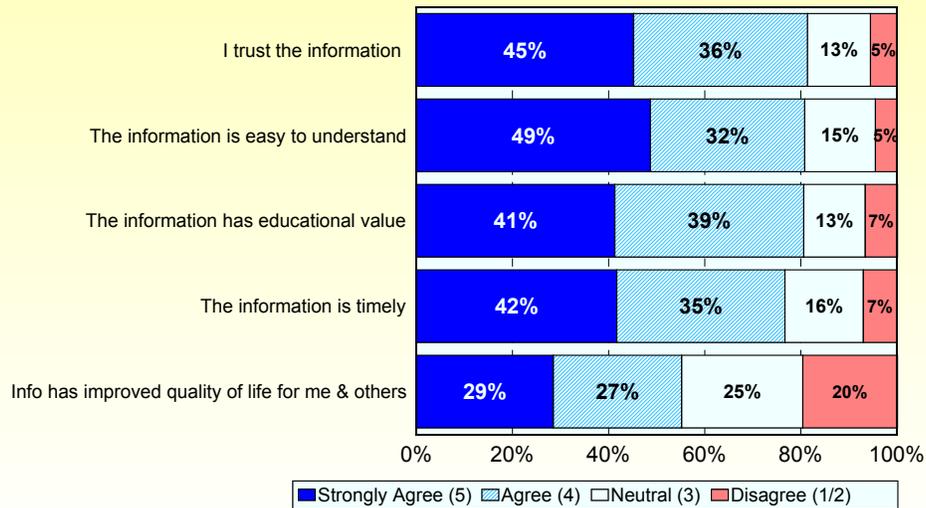
by percentage of respondents who have visited the County's website (excluding don't knows)



Source: 2014 ETC Institute

Q22. Level of Agreement with Statements Regarding Information from County Website, Social Media, E-Newsletter and/or Channel 22

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)

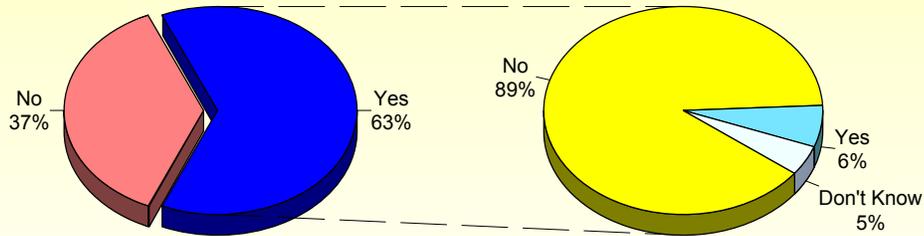


Source: 2014 ETC Institute

Q23. Prior to receiving this survey, had you heard about "Cabarrus County Transportation Service" (CCTS)?

by percentage of respondents

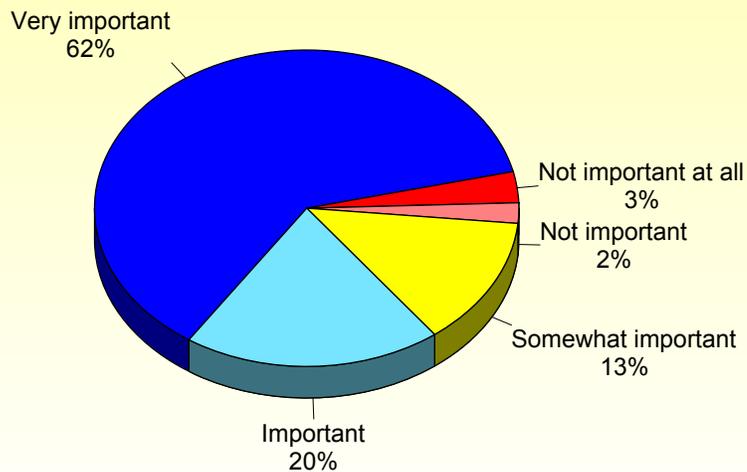
Q23a. If yes, have you used the service?



Source: 2014 ETC Institute

Q24. How important do you think it is for the County to provide CCTS services to Cabarrus County residents?

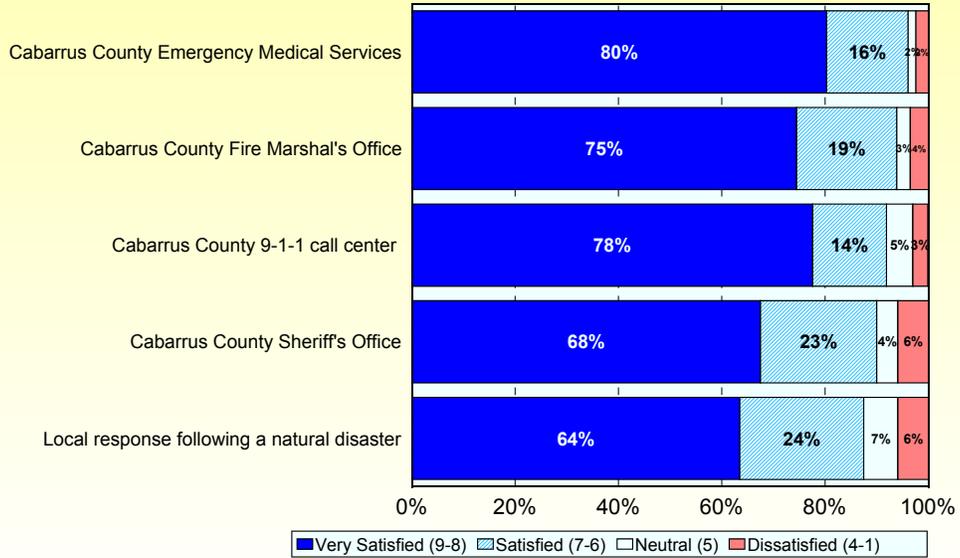
by percentage of respondents (excluding don't knows)



Source: 2014 ETC Institute

Q25. Satisfaction with County Emergency Services

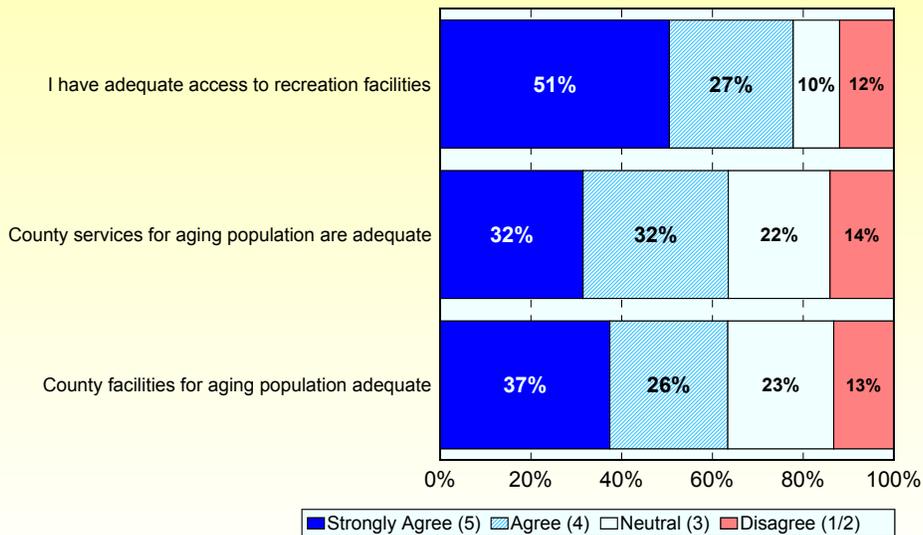
by percentage of respondents who rated the item as a 1 to 9 on a 9-point scale (excluding don't knows)



Source: 2014 ETC Institute

Q26. Level of Agreement with Various Statements

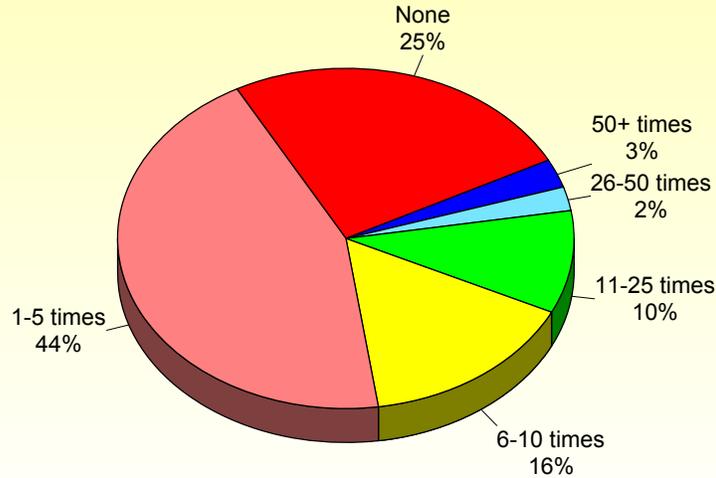
by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



Source: 2014 ETC Institute

Q27. In the last year, how many times have you visited or used Frank Liske, Camp T.N. Spencer and/or North Cabarrus park(s)?

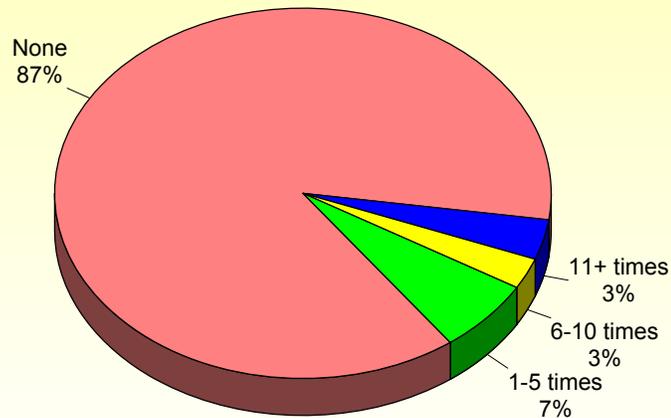
by percentage of respondents (excluding don't knows)



Source: 2014 ETC Institute

Q29. In the last year, how many times have you visited or used the Concord or Mt. Pleasant Senior Center?

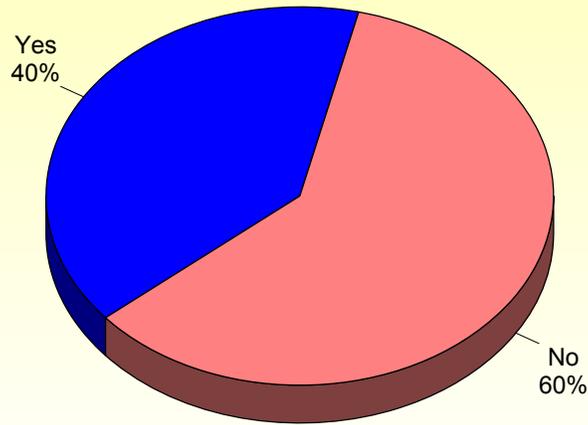
by percentage of respondents (excluding don't knows)



Source: 2014 ETC Institute

Q31. Have you contacted Cabarrus County during the past year?

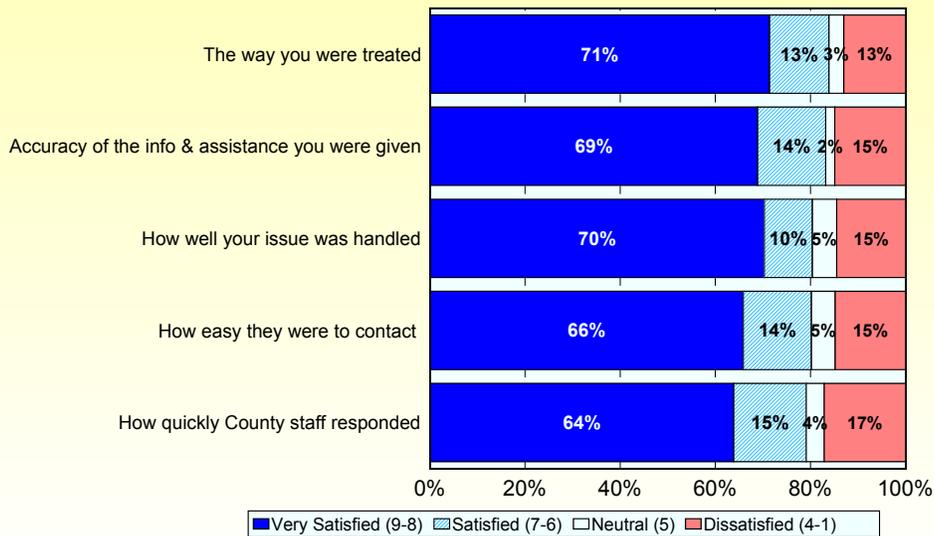
by percentage of respondents



Source: 2014 ETC Institute

**Q31a-e. Satisfaction with Customer Service
County Employees**

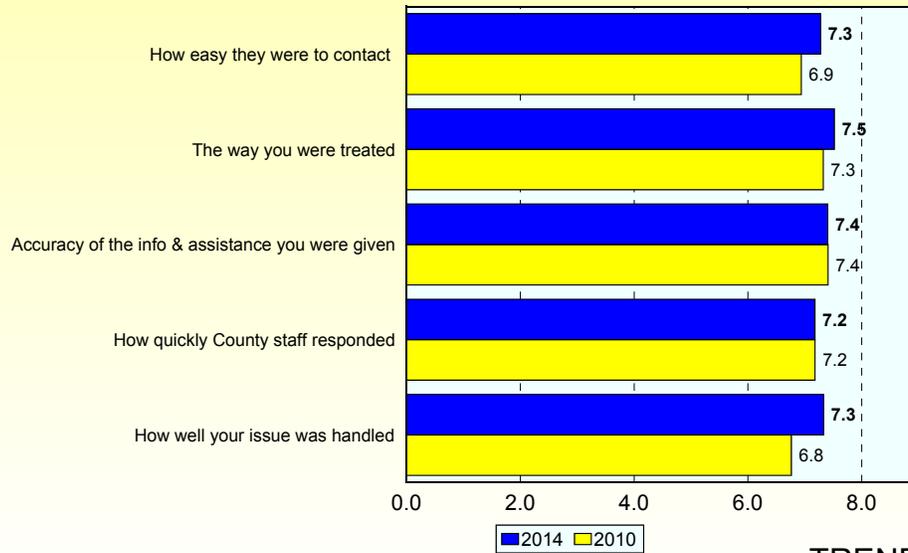
by percentage of respondents who rated the item as a 1 to 9 on a 9-point scale (excluding don't knows)



Source: 2014 ETC Institute

Q31a-e. Satisfaction with Customer Service County Employees

Mean ratings on a scale from 1 to 9, where 9 means "very satisfied" and 1 means "very dissatisfied" (excluding don't knows)

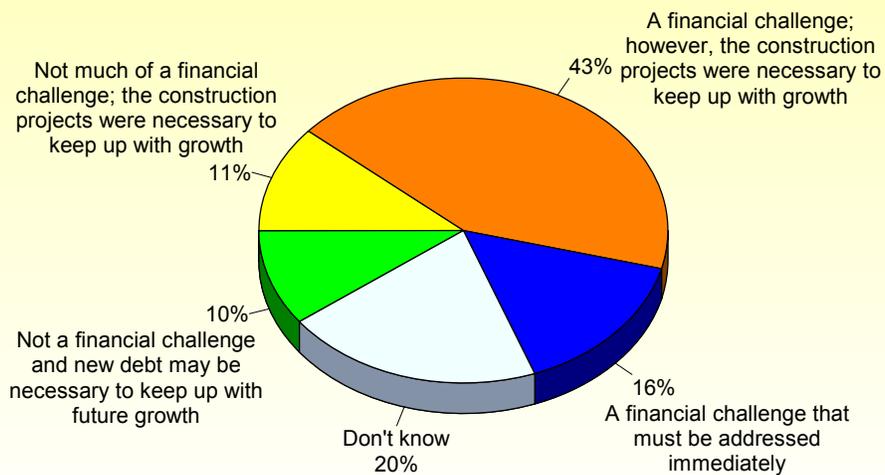


Source: 2014 ETC Institute

TRENDS

Q32. Which of the following best describes your view regarding the amount of debt that has been issued by the County?

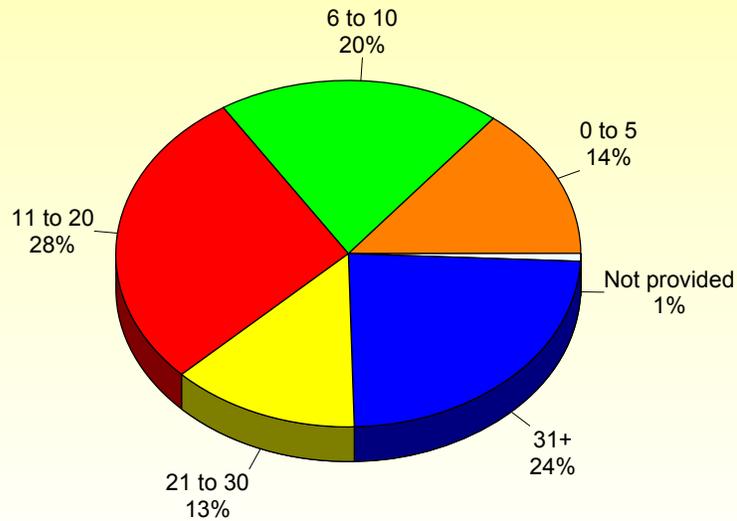
by percentage of respondents



Source: 2014 ETC Institute

Q33. Demographics: Years Lived in Cabarrus County

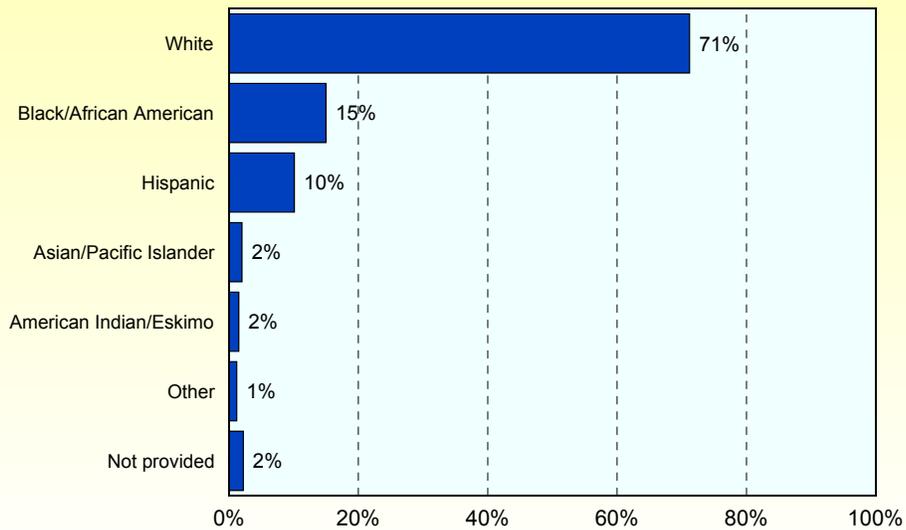
by percentage of respondents



Source: 2014 ETC Institute

Q34. Demographics: Which of the following best describes your race/ethnicity?

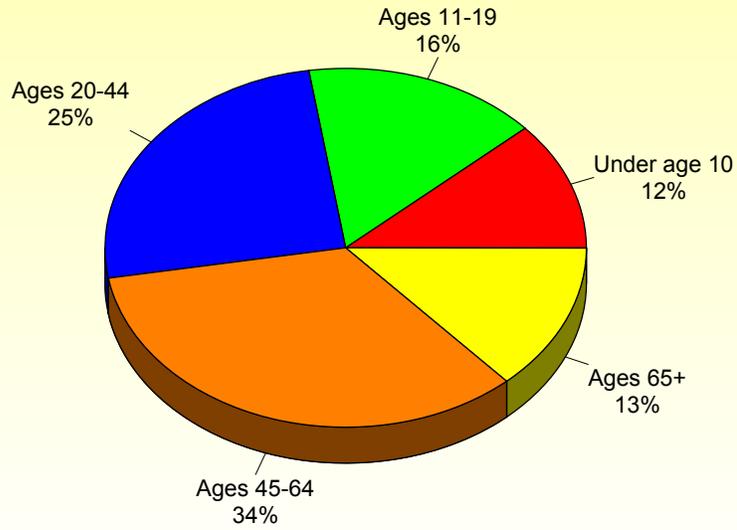
by percentage of respondents (multiple choices could be made)



Source: 2014 ETC Institute

Q35. Demographics: Ages of Household Occupants

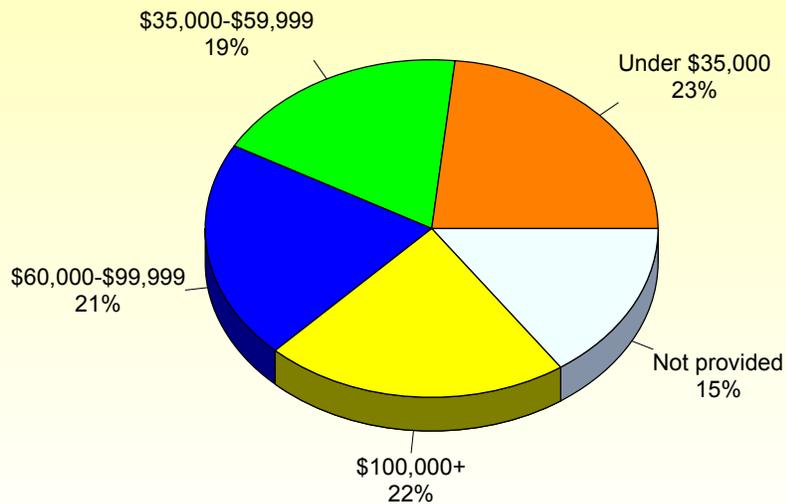
by percentage of respondents



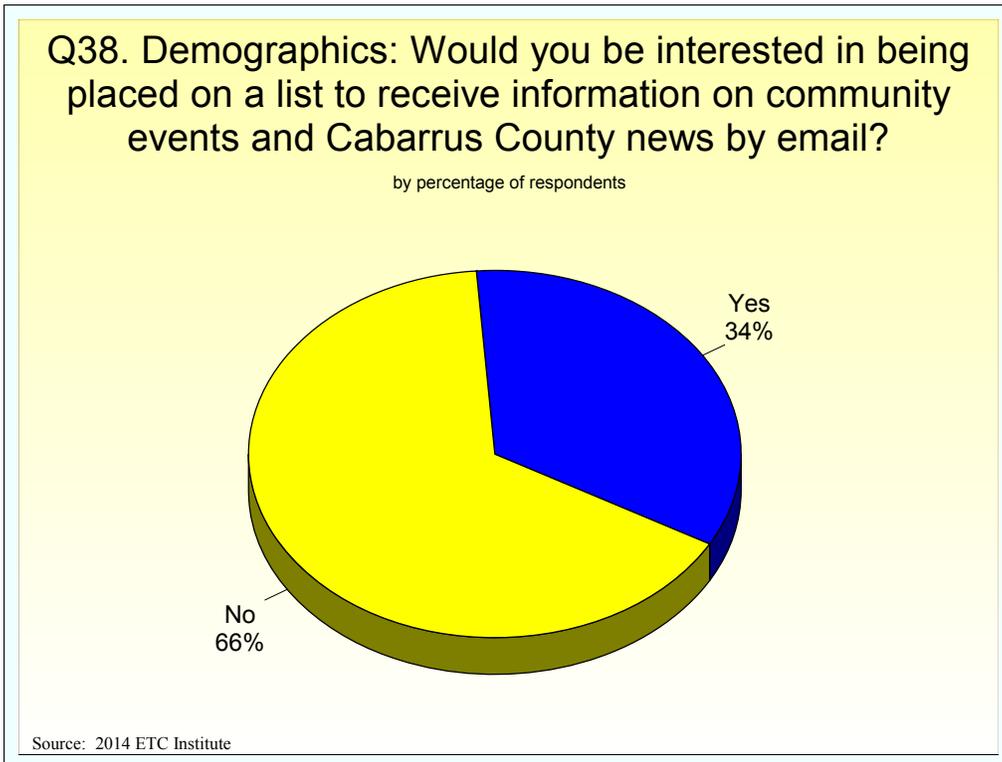
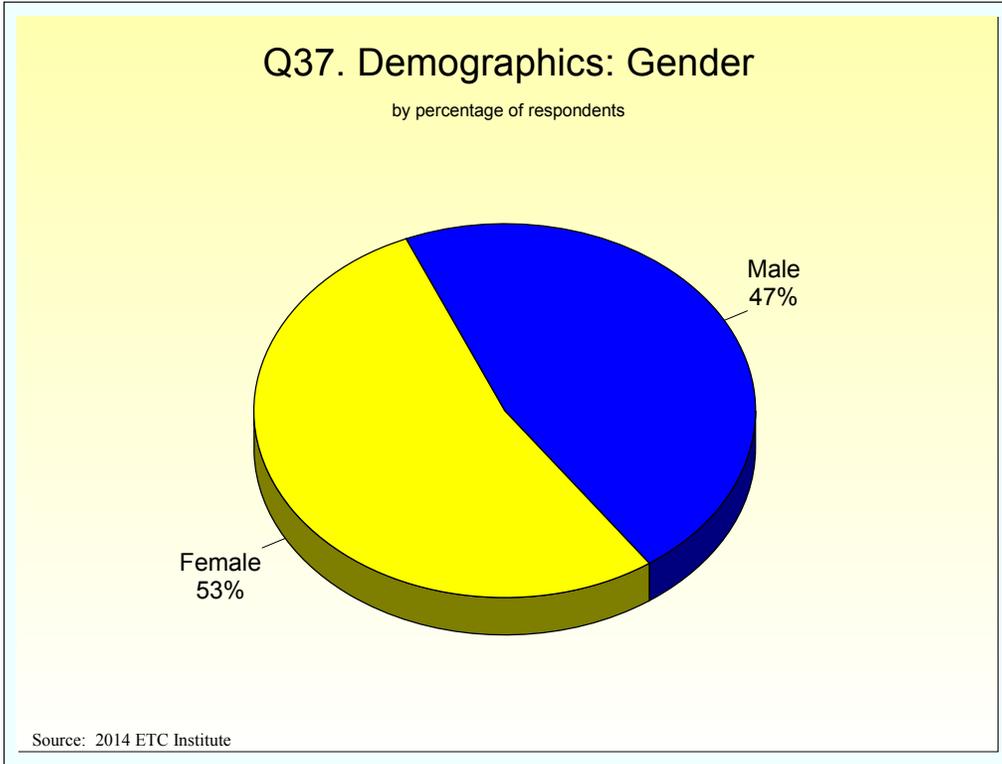
Source: 2014 ETC Institute

Q36. Demographics: Household Income

by percentage of respondents



Source: 2014 ETC Institute



Section 2:
Benchmarking Analysis

Benchmarking Summary Report

Cabarrus County, North Carolina

Overview

ETC Institute's *DirectionFinder* program was originally developed in 1999 to help community leaders across the United States use statistically valid community survey data as a tool for making better decisions. Since November of 1999, the survey has been administered in more than 210 cities in 43 states. Most participating cities conduct the survey on an annual or biennial basis.

This report contains benchmarking data from a national survey that was administered by ETC Institute during the summer of 2013 to a random sample of more than 4,000 residents across the United States.

Interpreting the Charts

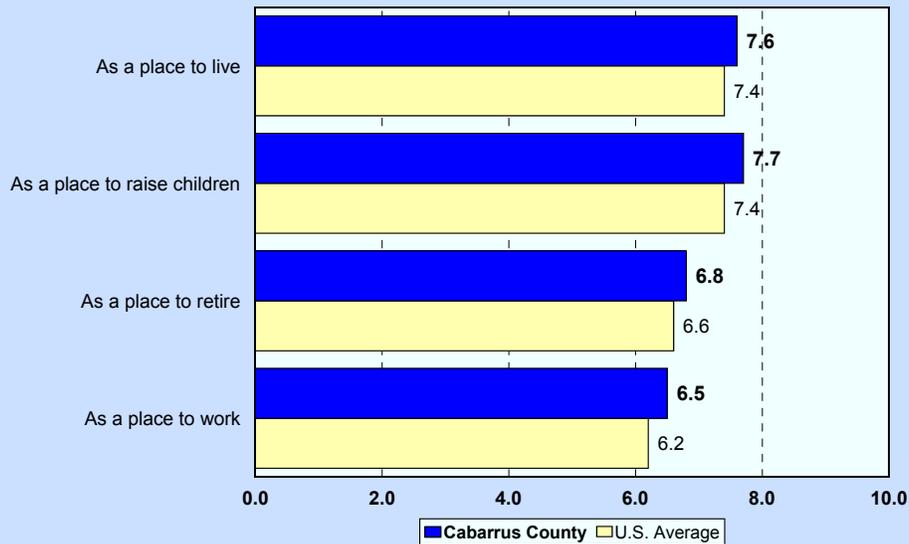
National Benchmarks. The charts on the following pages show how the overall results for Cabarrus County compare to the national average based on the results of an annual survey that was administered by ETC Institute to a random sample of more than 4,000 U.S. residents.

National Benchmarks

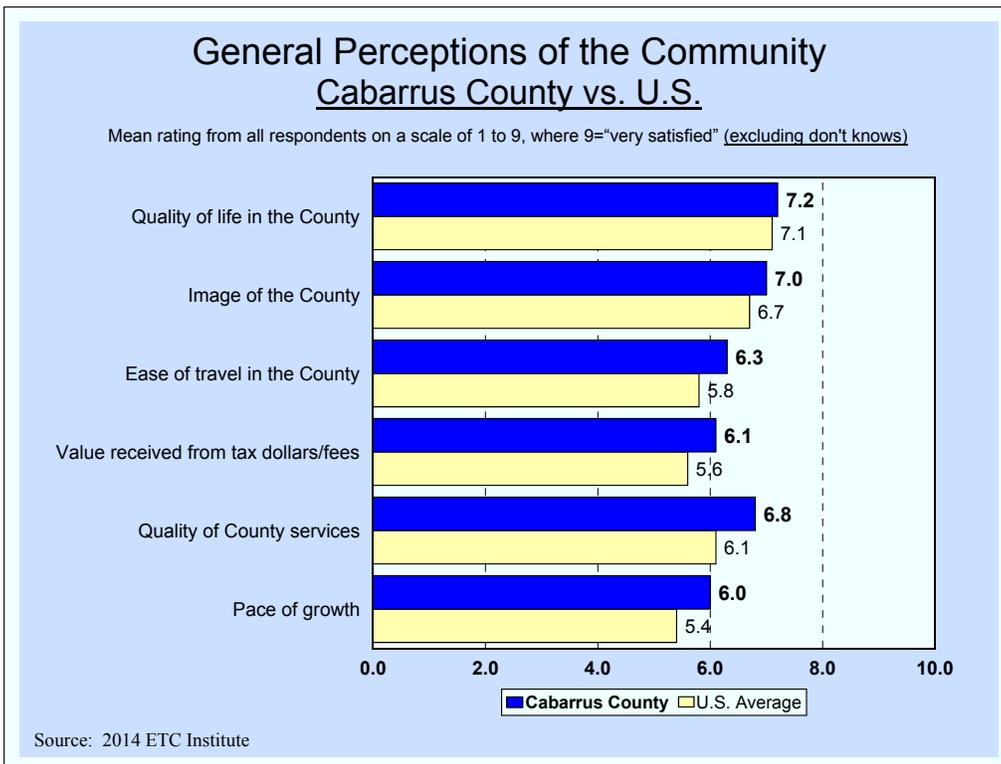
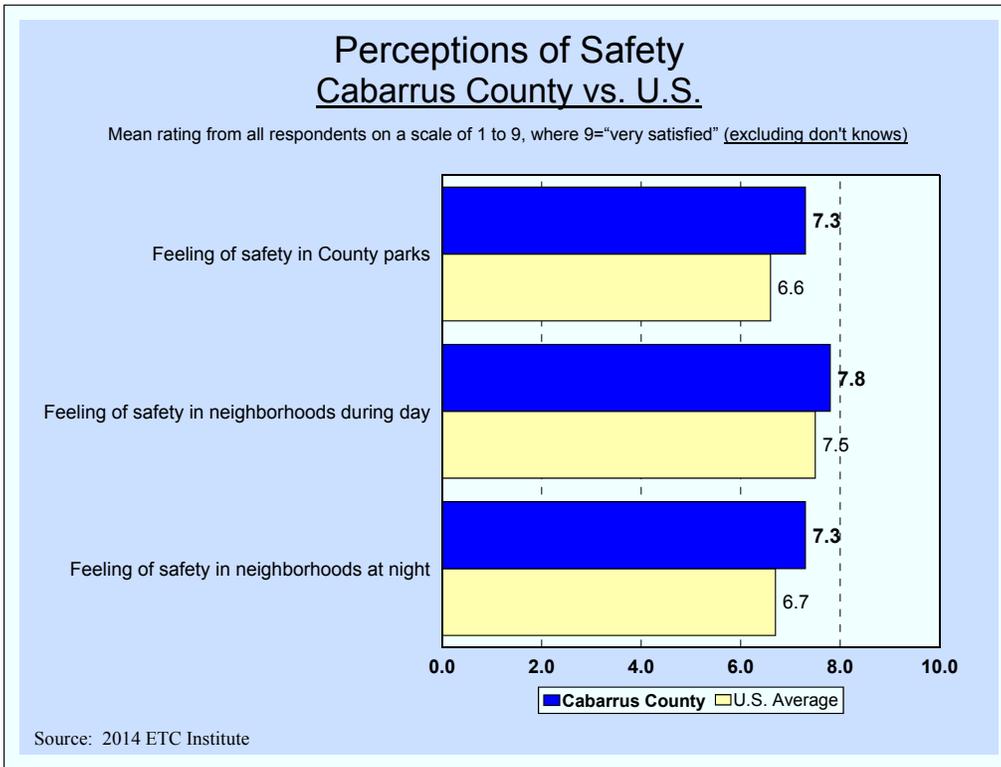
Note: The benchmarking data contained in this report is protected intellectual property. Any reproduction of the benchmarking information in this report by persons or organizations not directly affiliated with Cabarrus County is not authorized without written consent from ETC Institute.

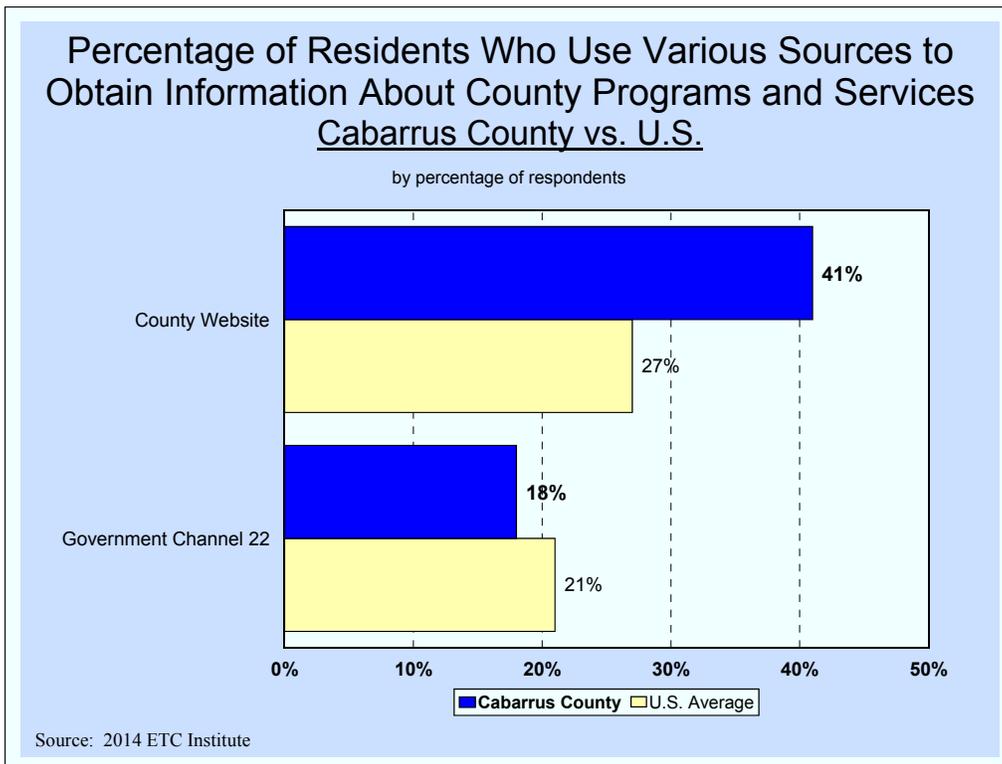
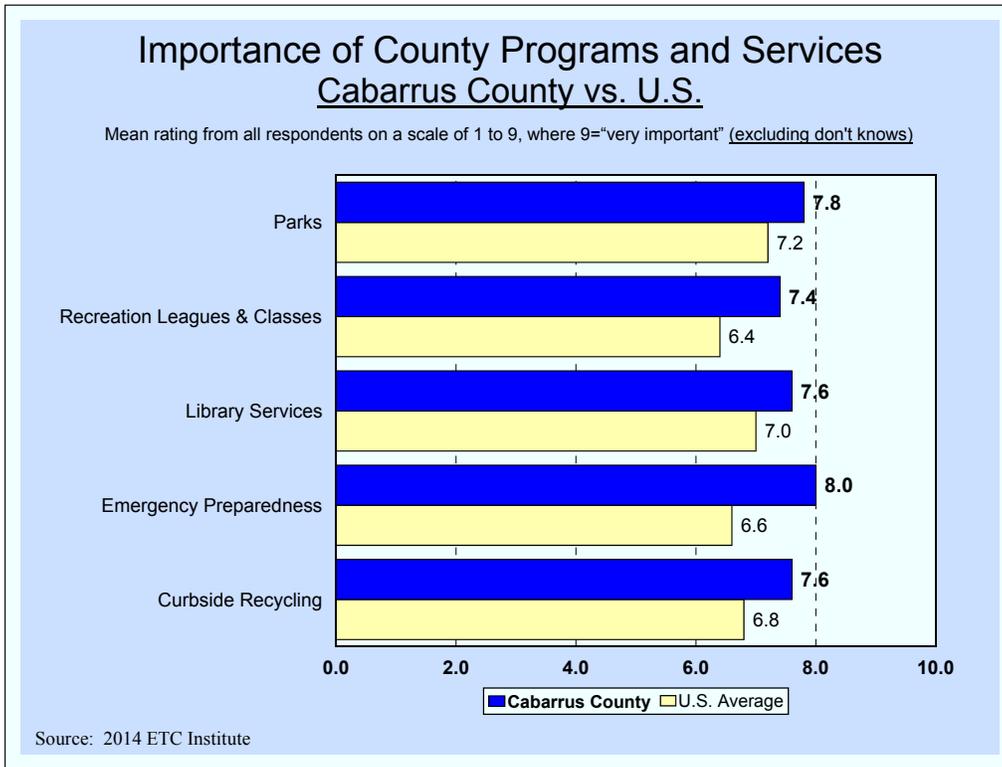
How Residents Rate Their Community Cabarrus County vs. U.S.

Mean rating from all respondents on a scale of 1 to 9, where 9="very satisfied" (excluding don't knows)



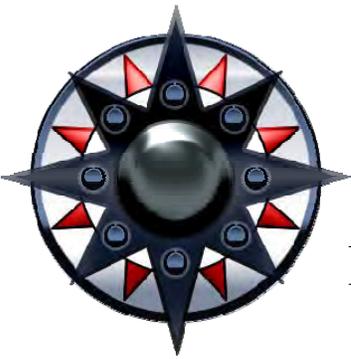
Source: 2014 ETC Institute







Section 3:
Importance-Satisfaction Analysis



Importance-Satisfaction Analysis

Cabarrus County, North Carolina

Overview

Today, community leaders have limited resources which need to be targeted to activities that are of the most benefit to their residents. Two of the most important criteria for decision making are (1) to target resources toward services of the highest importance to residents; and (2) to target resources toward those services where residents are the least satisfied.

The Importance-Satisfaction (IS) rating is a unique tool that allows public officials to better understand both of these highly important decision making criteria for each of the services they are providing. The Importance-Satisfaction rating is based on the concept that counties will maximize overall satisfaction among residents by emphasizing improvements in those service categories where the level of satisfaction is relatively low and the perceived importance of the service is relatively high.

Methodology

The rating is calculated by summing the percentage of responses who selected an issue/service as one of the most important issues/services for the County. This sum of the importance ratings is then multiplied by 1 minus the percentage of respondents that indicated they were positively satisfied with the County's performance in the related area (the sum of the ratings of 6, 7, 8, or 9 on a 9-point scale excluding "don't knows"). "Don't know" responses are excluded from the calculation to ensure that the satisfaction ratings among service categories are comparable. [IS=Importance x (1-Satisfaction)].

Example of the Calculation. Respondents were asked to identify the aspects of living in Cabarrus County they thought should be the top priorities for Cabarrus County leaders. Forty-four percent (44%) of respondents selected *employment opportunities* as the most important services for the County to provide. Based on the percentage of respondents who selected *employment opportunities* as one of their top three choices, *employment opportunities* was the most important among 13 items that were rated.

With regard to satisfaction, *employment opportunities* was ranked 13th with forty-seven percent (47%) rating *employment opportunities* as a “6” thru “9” on a 9-point scale excluding “Don't know” responses. The I-S rating for *employment opportunities* was calculated by multiplying the sum of the most important percentages by 1 minus the sum of the satisfaction percentages. In this example, 44% was multiplied by 53% (1-0.47). This calculation yielded an I-S rating of **0.2332**, which was ranked 1st out of the 13 items that were rated.

The top priority rating is 1.00 and would be achieved when 100% of the respondents select an activity as one of their top choices for the County to provide and 0% indicate that they are positively satisfied with the delivery of the service.

The lowest priority rating is 0.00 and could be achieved under either one of the following two situations:

- if 100% of the respondents were positively satisfied with the delivery of the service
- if none (0%) of the respondents selected the service as one of the five most important services for the County to provide.

Interpreting the Ratings

Ratings that are greater than or equal to 0.20 identify areas that should receive significantly more emphasis over the next two years. Ratings from .10 to .20 identify service areas that should receive increased emphasis. Ratings less than .10 should continue to receive the current level of emphasis.

- *Definitely Increase Emphasis* ($IS \geq 0.20$)
- *Increase Current Emphasis* ($0.10 \leq IS < 0.20$)
- *Maintain Current Emphasis* ($IS < 0.10$)

The results for Cabarrus County are provided on the following page. All but one of the items were classified as a “medium priority”, which indicates the County is doing an excellent job meeting the expectations of residents given the relative importance that residents place on each service.

Importance-Satisfaction Rating

Cabarrus County

ASPECTS OF LIVING IN THE COUNTY

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
<u>Very High Priority (IS >.20)</u>						
Employment opportunities	44%	1	47%	13	0.2332	1
<u>Medium Priority (IS <.10)</u>						
Crime prevention	39%	2	76%	4	0.0936	2
Pace of growth	18%	6	62%	11	0.0684	3
Protecting water quality & the environment	25%	4	74%	5	0.0650	4
Educational facilities	36%	3	82%	3	0.0648	5
Ensuring the availability of affordable housing	14%	8	59%	12	0.0574	6
Open space preservation	15%	7	64%	9	0.0540	7
Services for people with disabilities	13%	9	67%	7	0.0429	8
Housing options for various incomes	11%	10	63%	10	0.0407	9
Safety response	21%	5	83%	1	0.0357	10
Availability of local foods	11%	10	73%	6	0.0297	11
Cultural facilities	8%	12	67%	7	0.0264	12
Courthouse facility	2%	13	83%	1	0.0034	13

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the sum of the first, second, and third most important responses for each item. Respondents were asked to identify the items they thought should receive the most emphasis over the next two years.

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "9-8" and "7-6" excluding 'don't knows'. Respondents ranked their level of satisfaction with the each of the items on a scale of 1 to 9 with "9-8" being very satisfied and "4-1" being very dissatisfied.

2014 by ETC Institute

Importance-Satisfaction Matrix Analysis

The Importance-Satisfaction rating is based on the concept that public agencies will maximize overall customer satisfaction by emphasizing improvements in those areas where the level of satisfaction is relatively low and the perceived importance of the service is relatively high. ETC Institute developed Importance-Satisfaction Matrices to display the perceived importance of major services that were assessed on the survey against the perceived quality of service delivery. The two axes on the matrix represent Satisfaction (vertical) and relative Importance (horizontal).

The I-S (Importance-Satisfaction) matrix should be interpreted as follows.

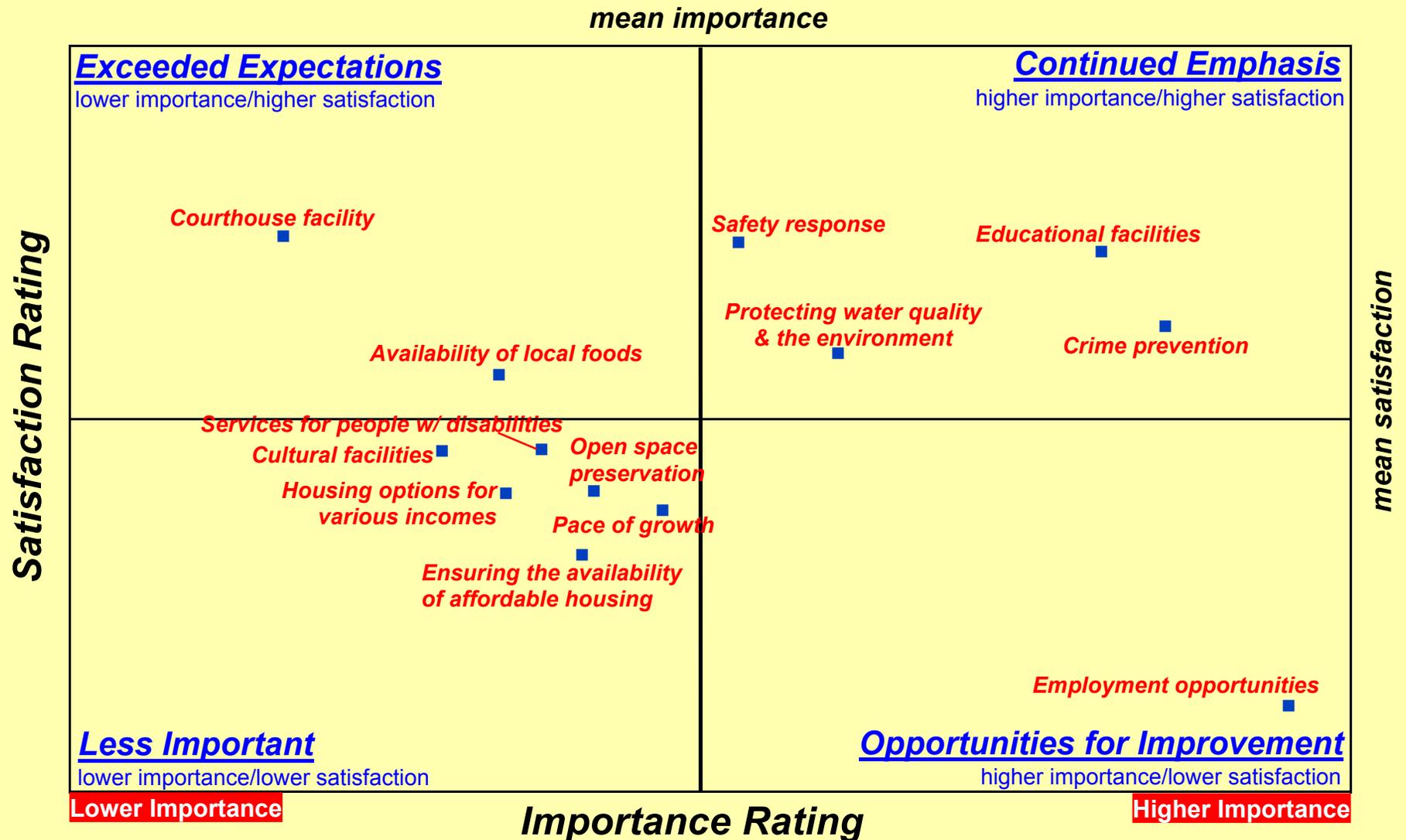
- *Continued Emphasis (above average importance and above average satisfaction).* This area shows where the County is meeting customer expectations. Items in this area have a significant impact on the customer's overall level of satisfaction. The County should maintain (or slightly increase) emphasis on items in this area.
- *Exceeding Expectations (below average importance and above average satisfaction).* This area shows where the County is performing better than customers expect the County to perform. Items in this area do not significantly affect the overall level of satisfaction that residents have with County services because they are less important to residents. The County should maintain (or slightly decrease) emphasis on items in this area.
- *Opportunities for Improvement (above average importance and below average satisfaction).* This area shows where the County is not performing as well as residents expect the County to perform. This area has a significant impact on customer satisfaction, and the County should increase emphasis on items in this area.
- *Less Important (below average importance and below average satisfaction).* This area shows where the County is not performing well relative to the County's performance in other areas; however, this area is generally considered to be less important to residents. This area does not significantly affect overall satisfaction with County services because the items are less important to residents. The agency should maintain current levels of emphasis on items in this area.

The matrices showing the results for Cabarrus County are provided on the following page.

Cabarrus County 2014 Community Survey Importance-Satisfaction Assessment Matrix

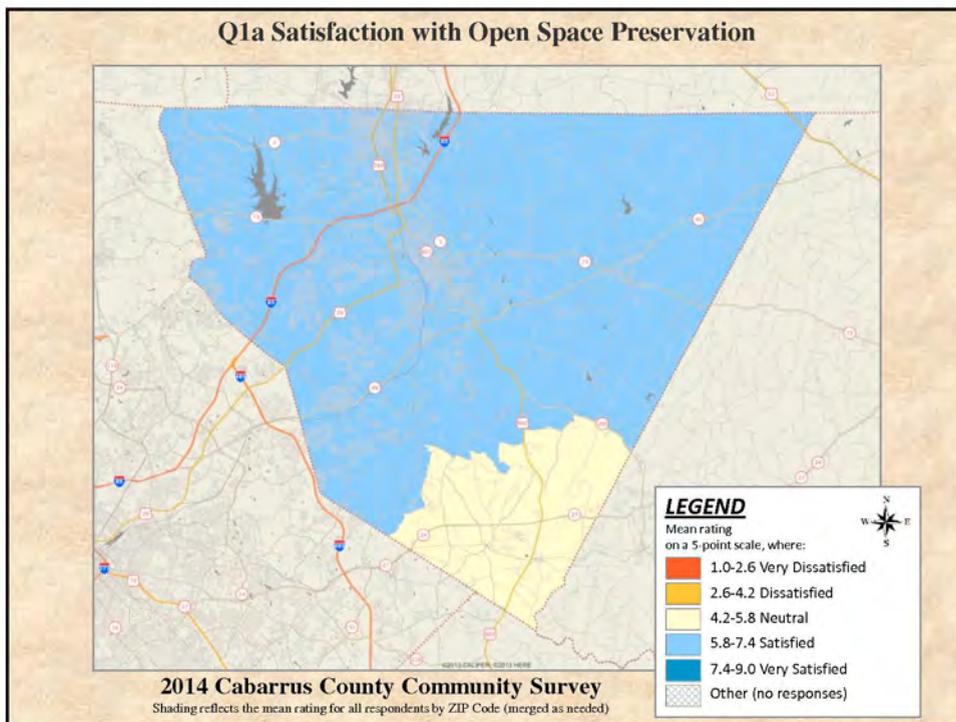
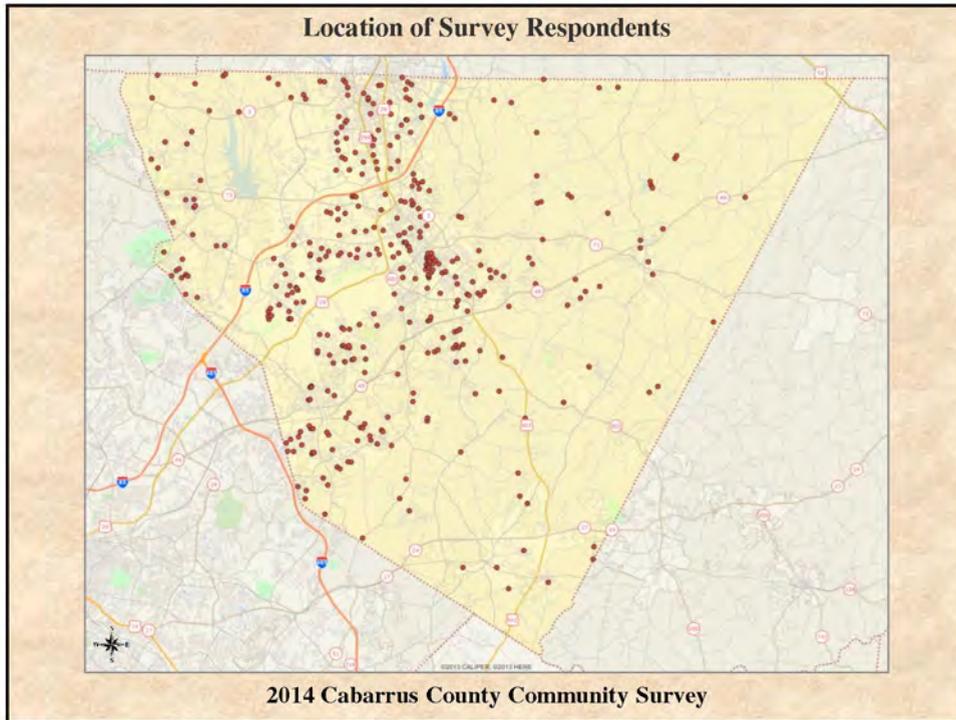
-Aspects of Living in the County-

(points on the graph show deviations from the mean importance and Satisfaction ratings given by respondents to the survey)

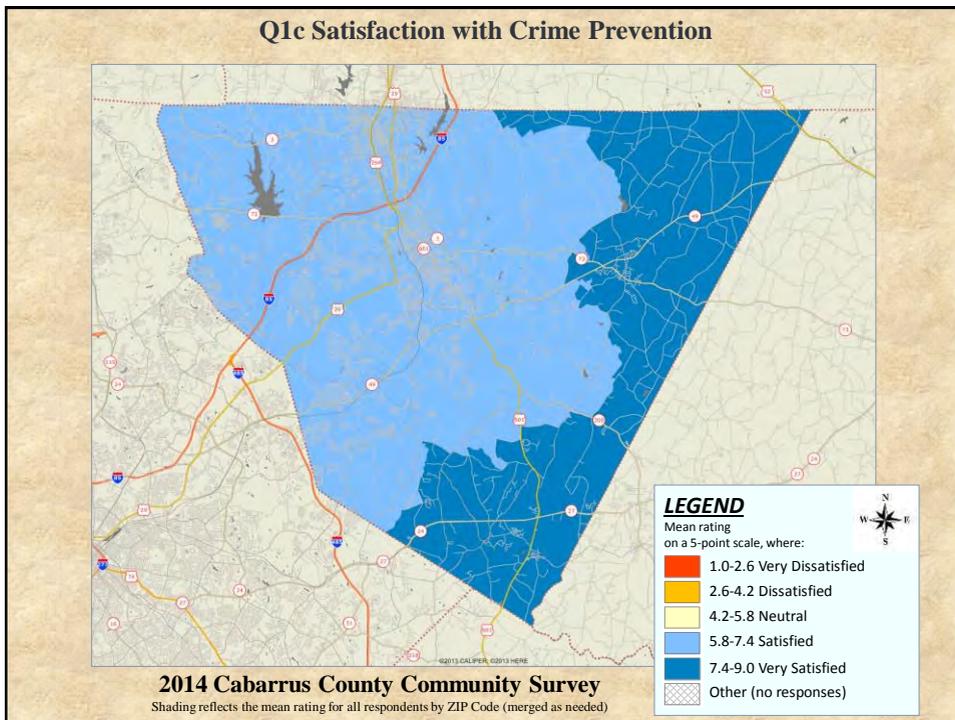
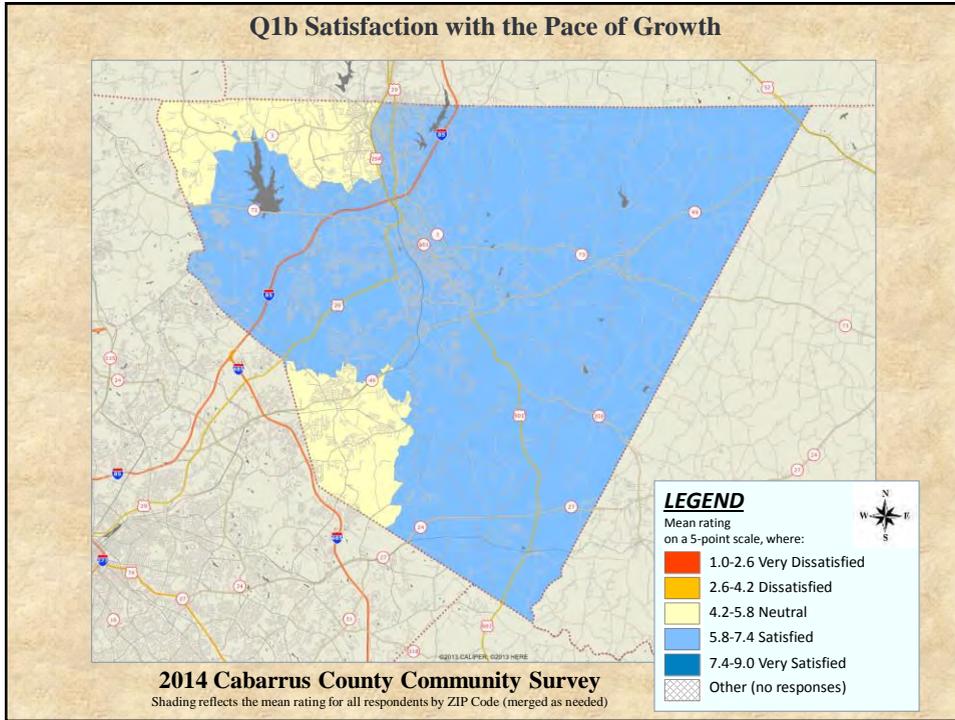


Section 4:
GIS Maps

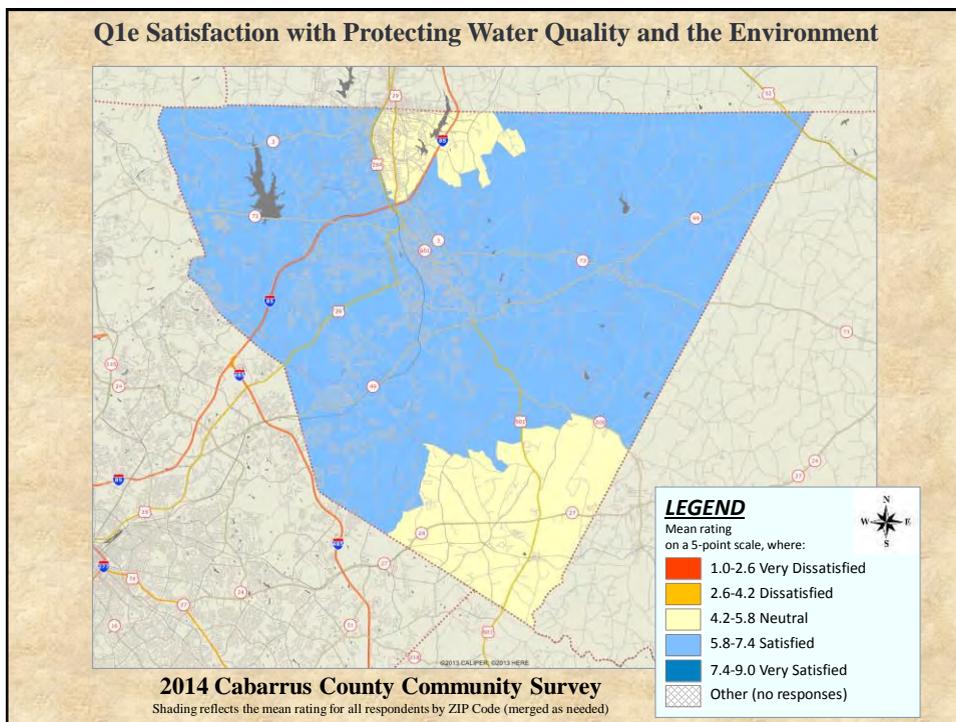
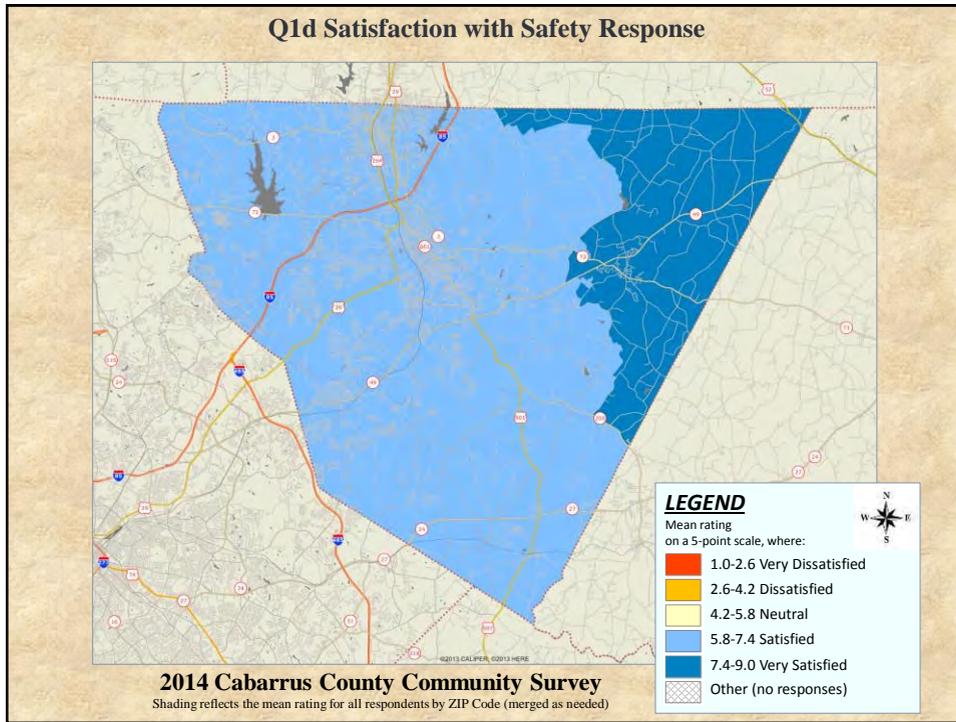
Cabarrus County 2014 Community Survey



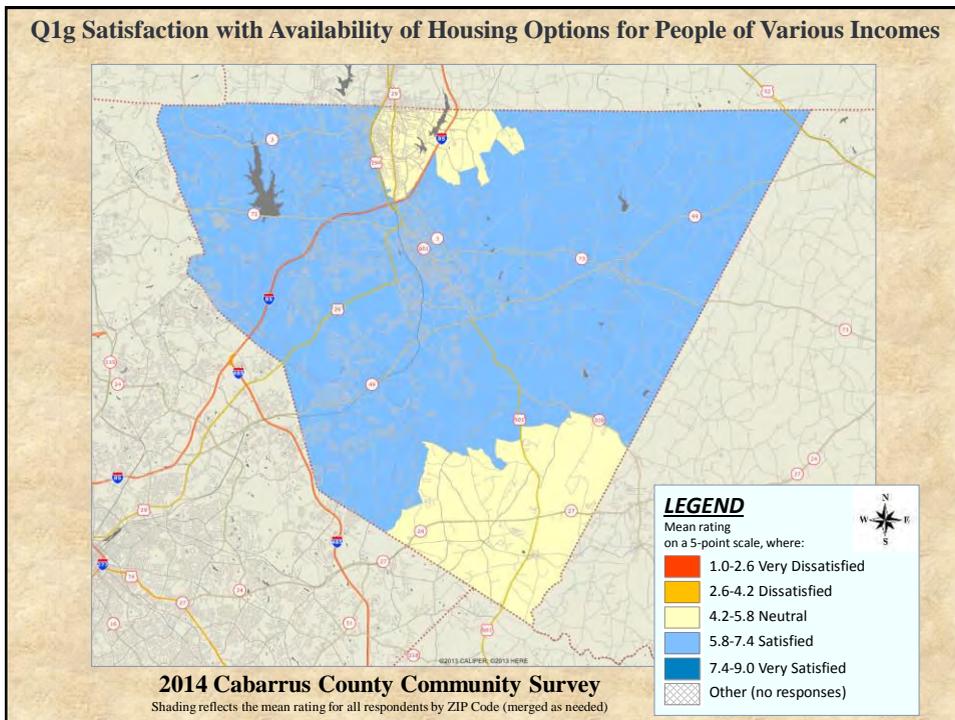
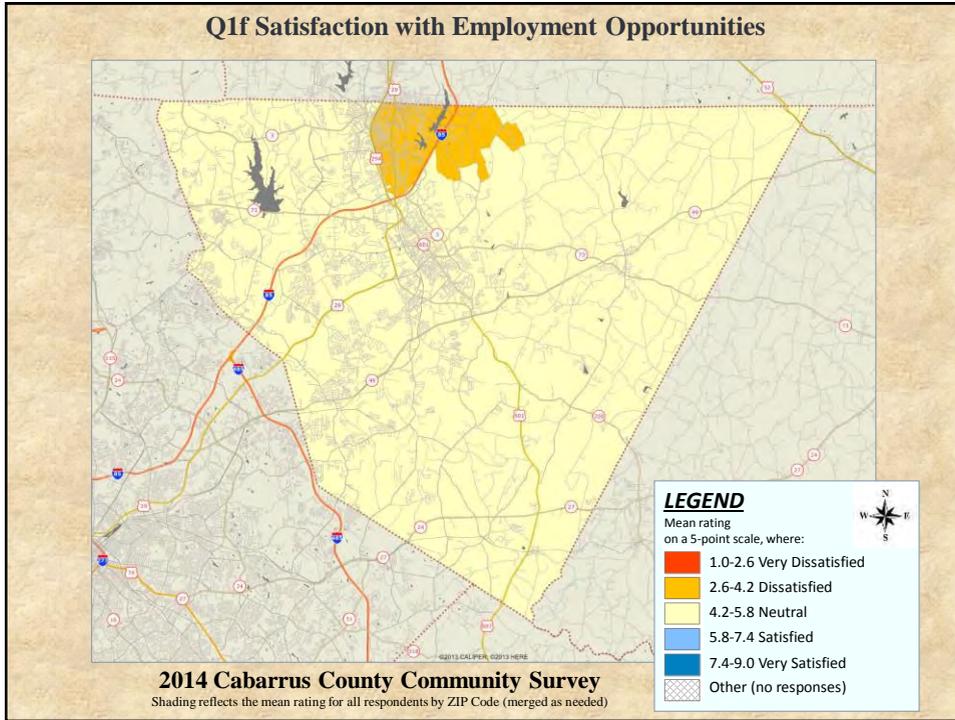
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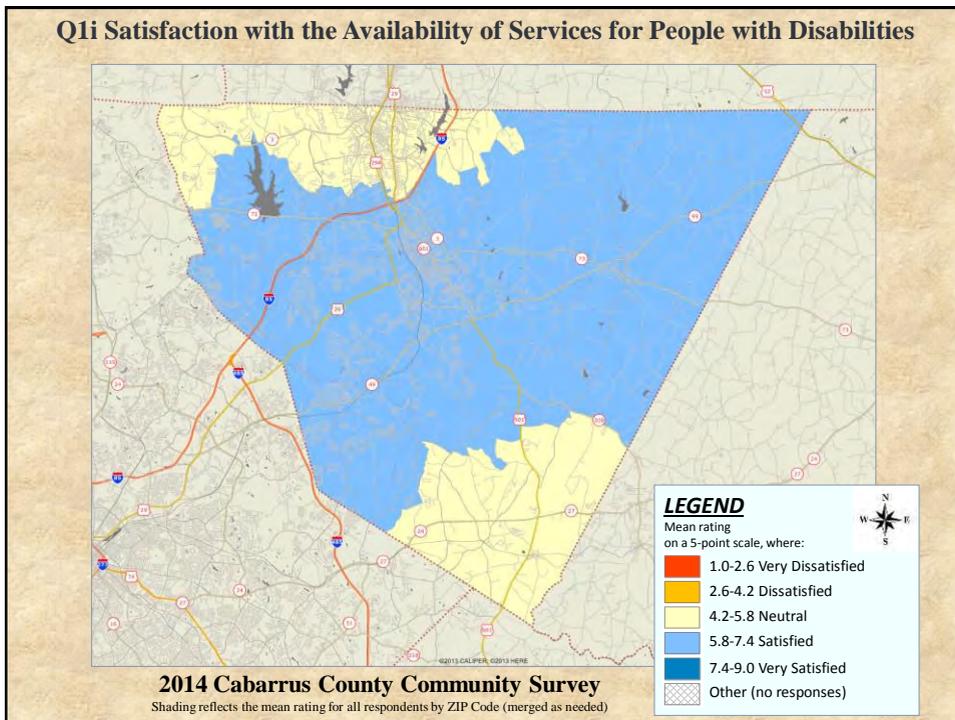
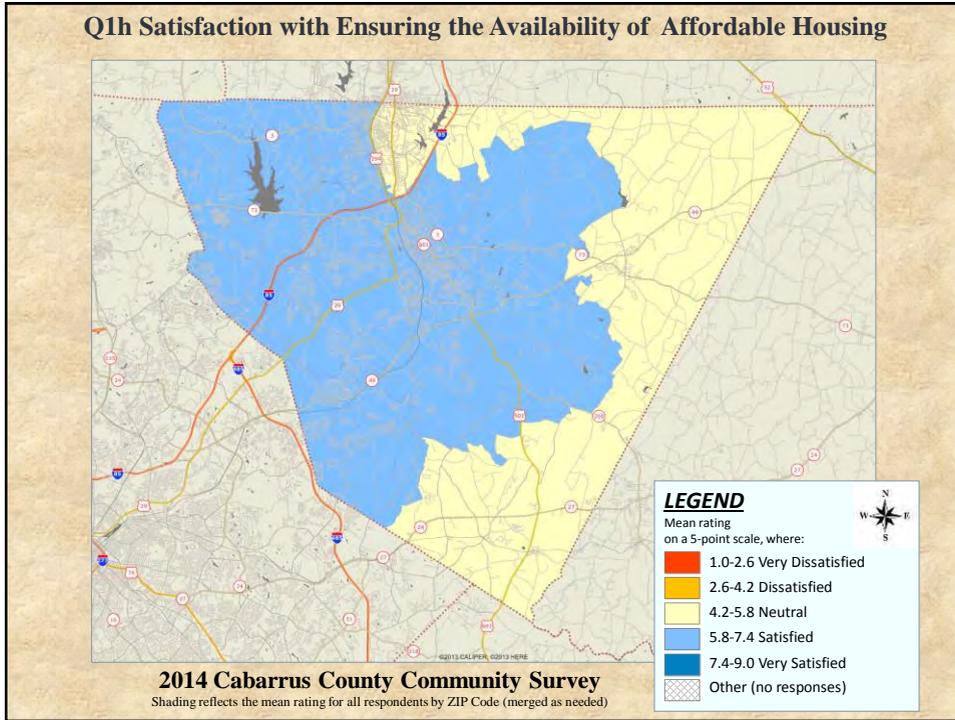
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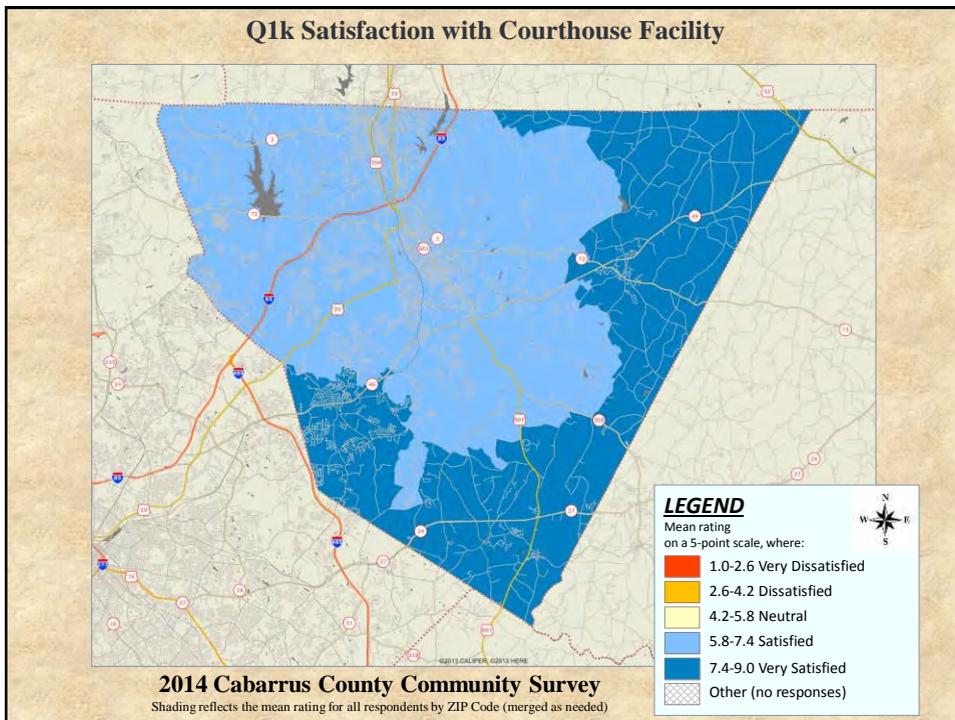
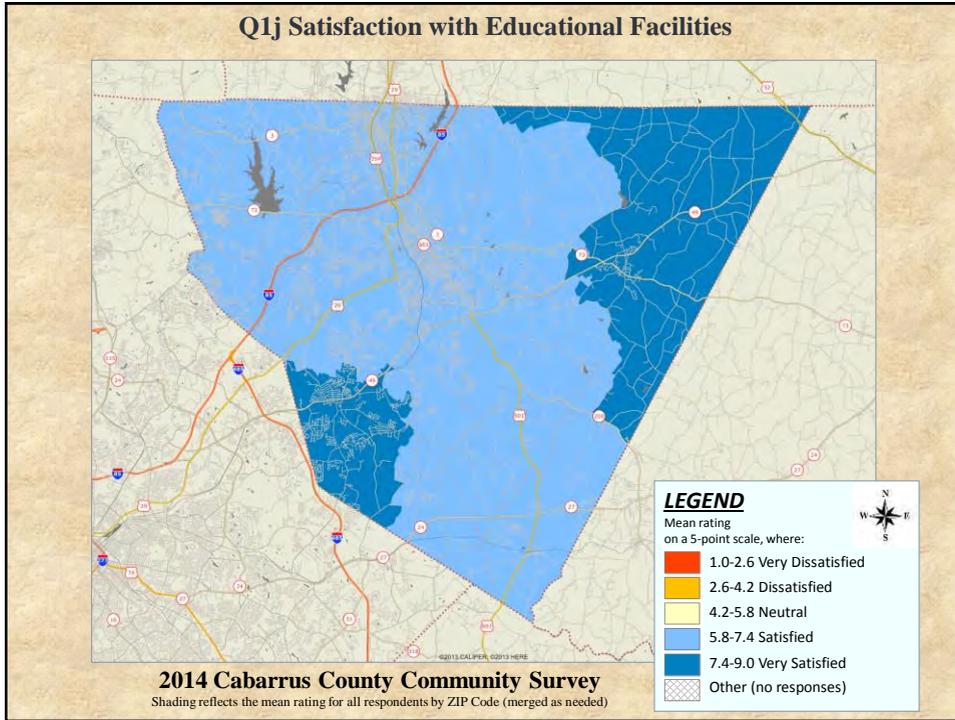
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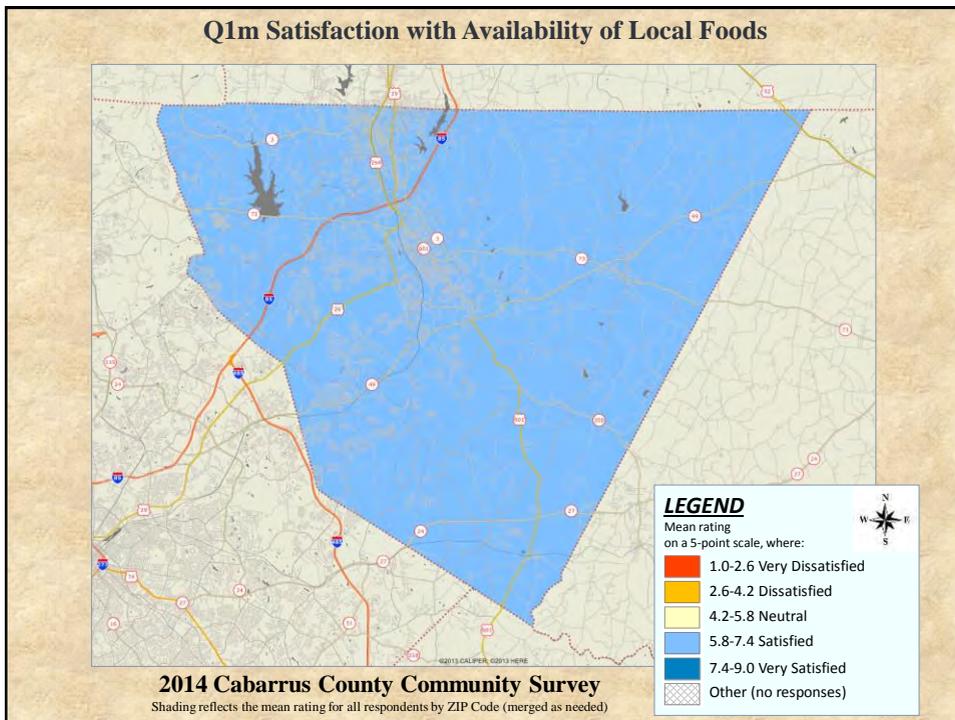
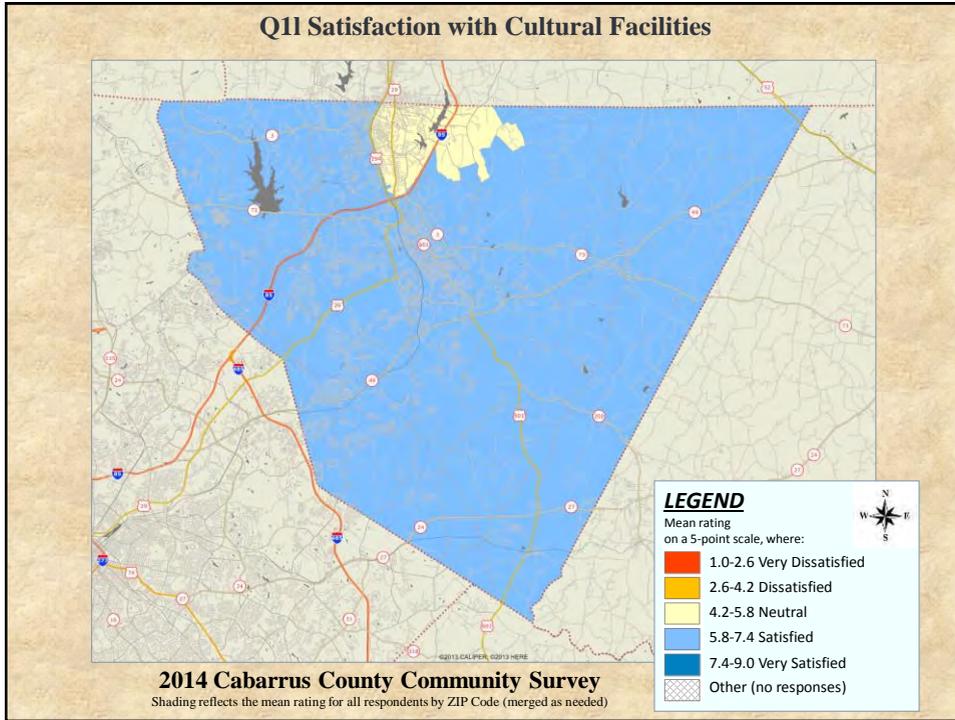
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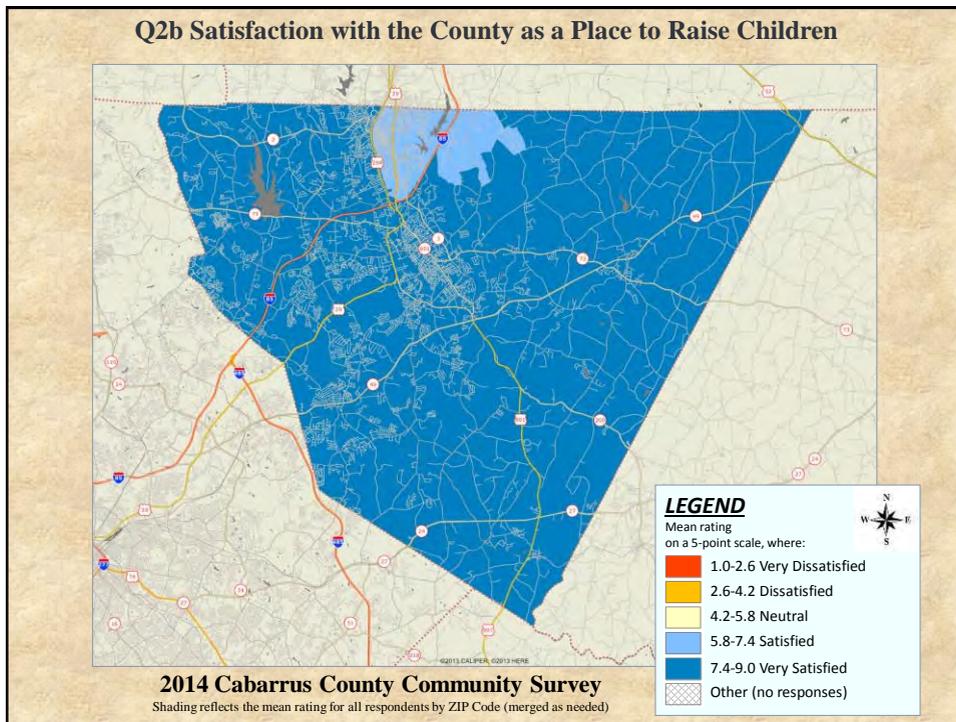
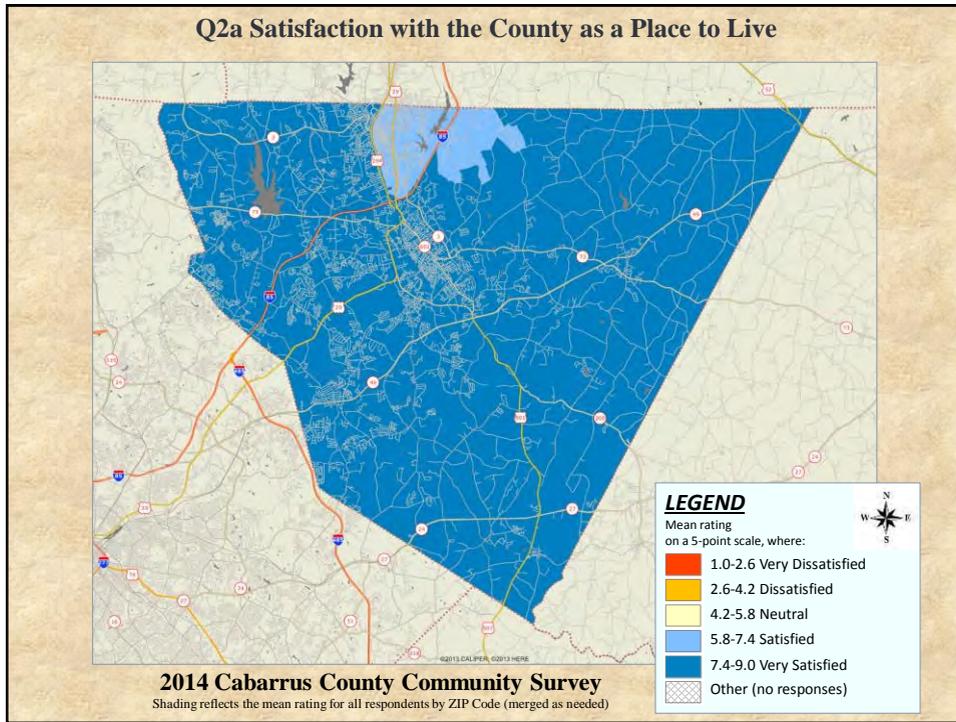
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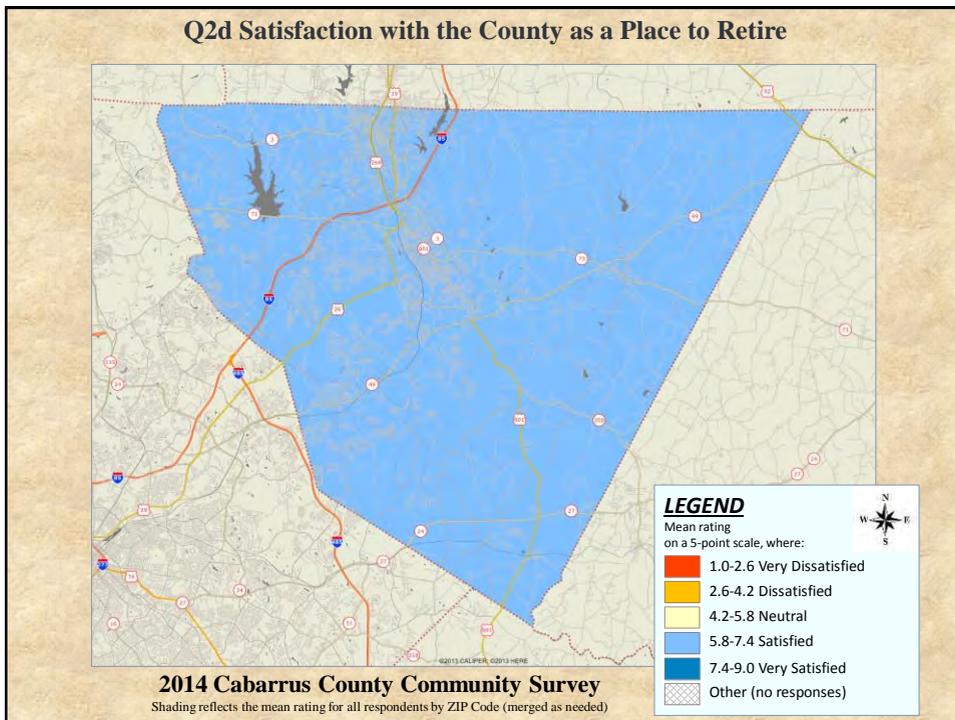
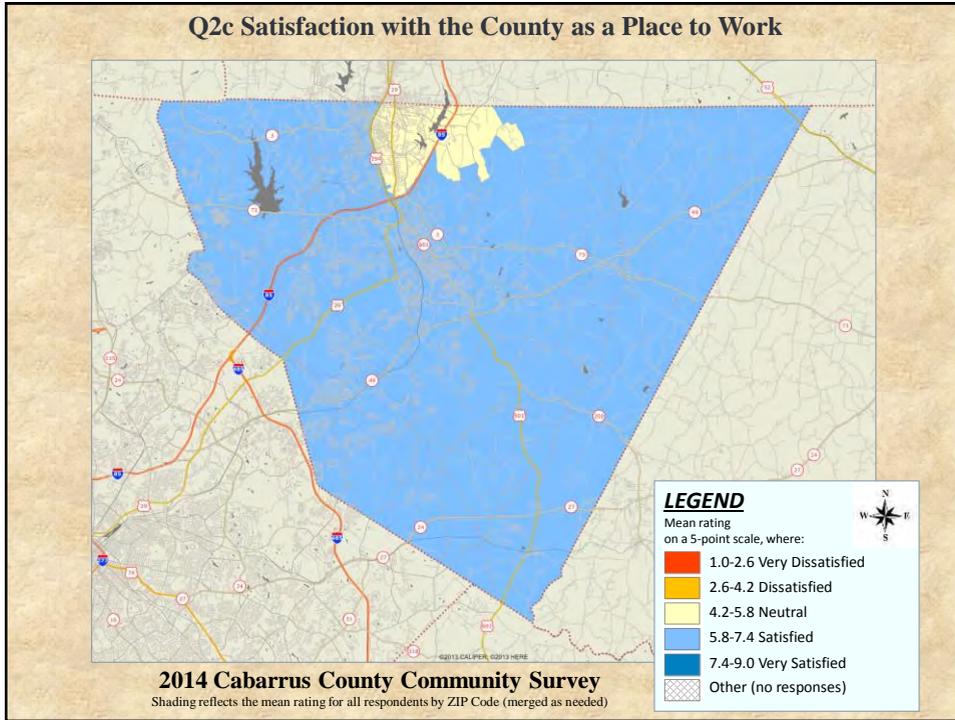
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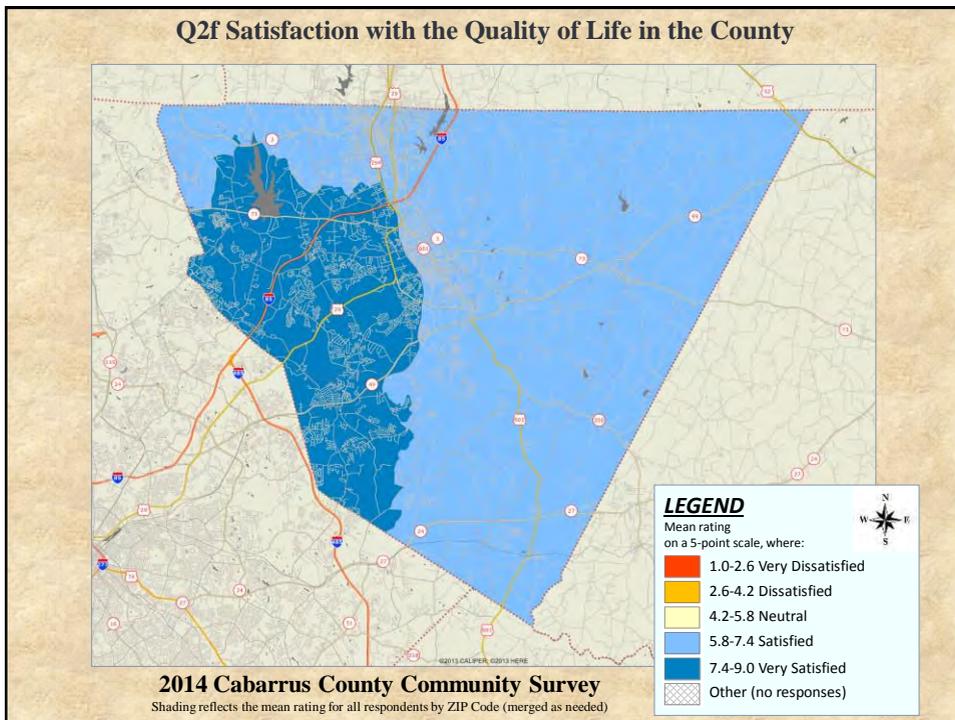
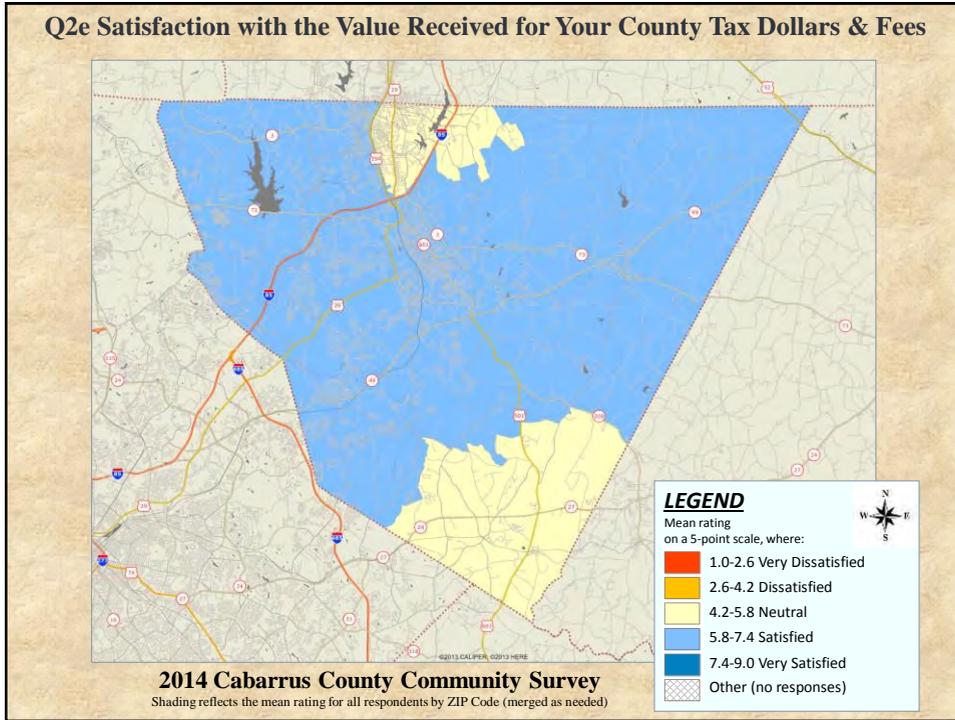
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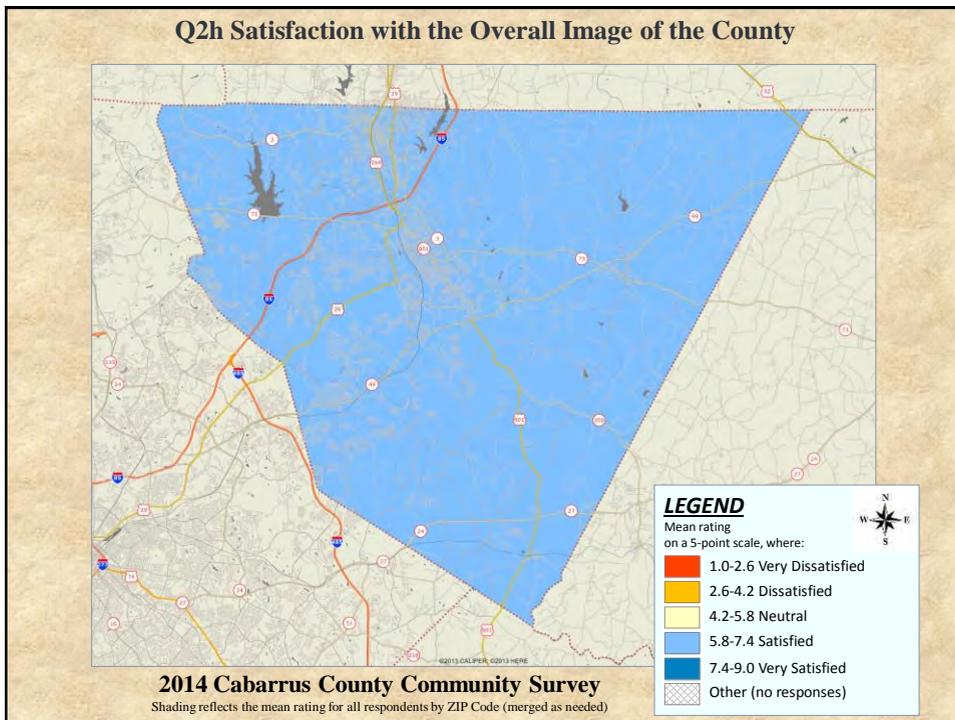
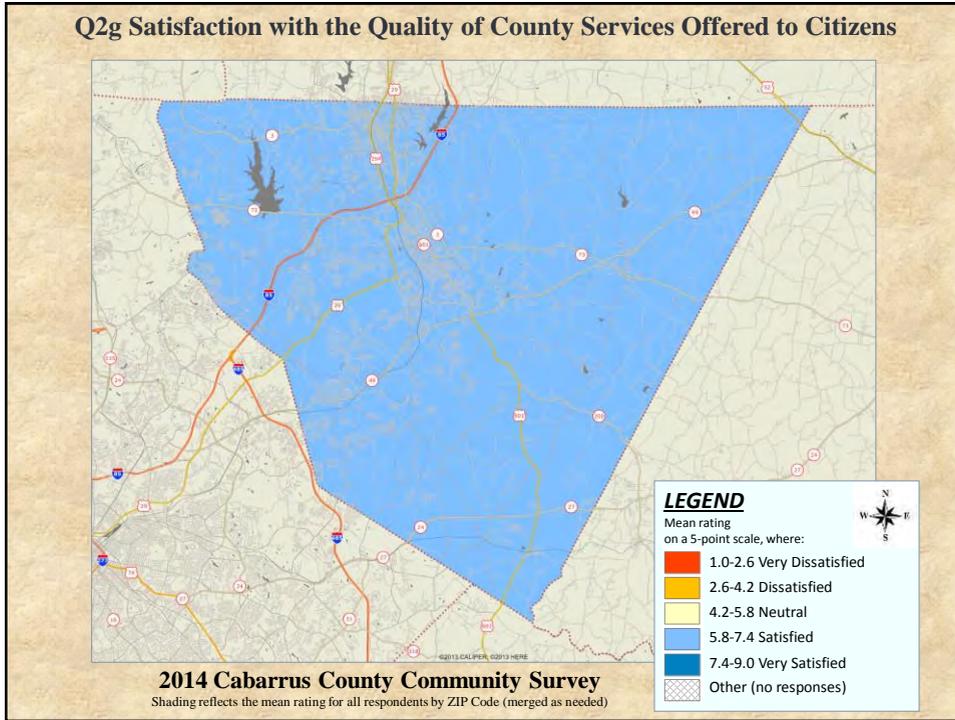
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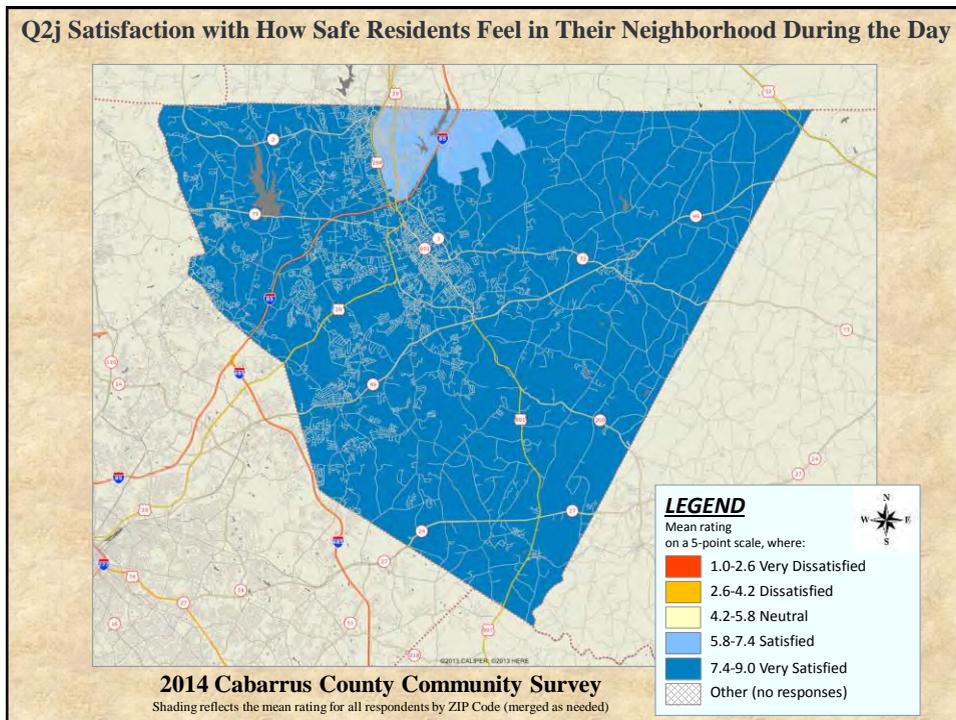
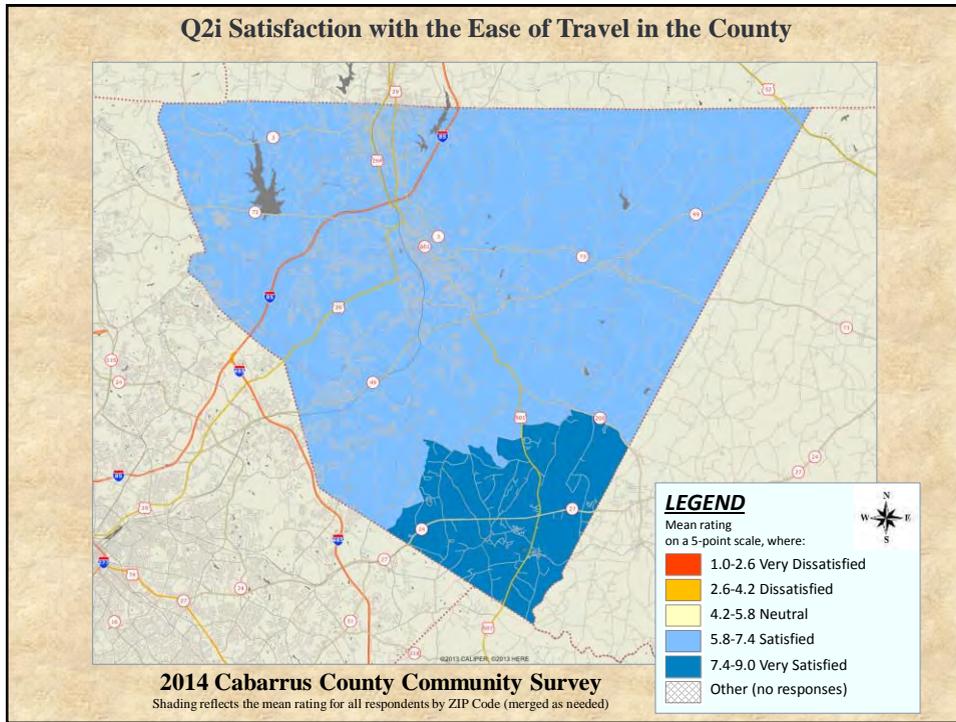
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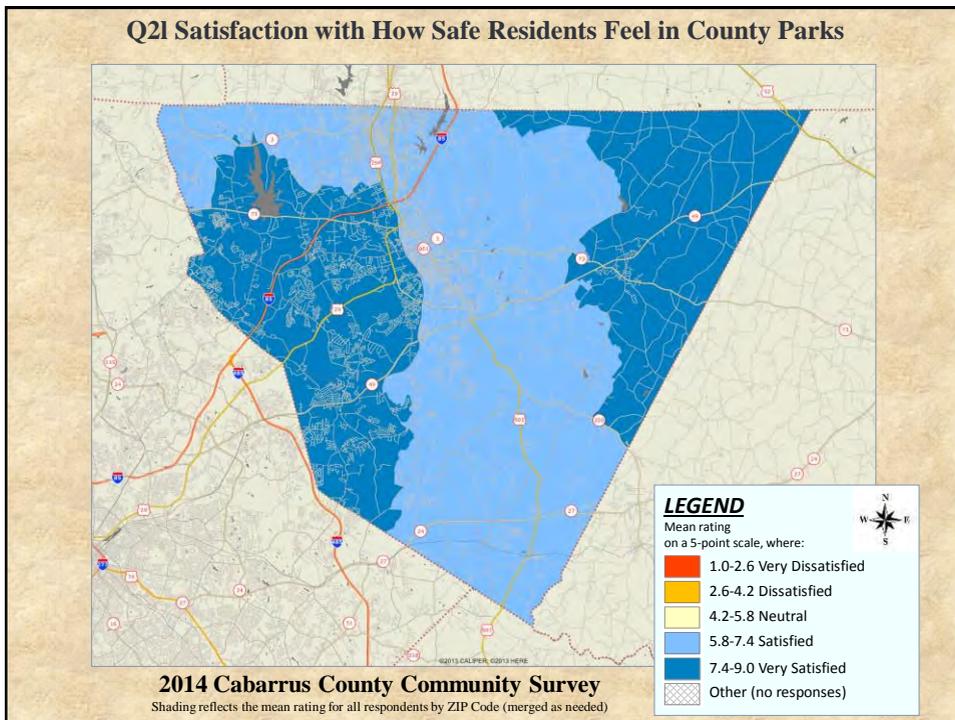
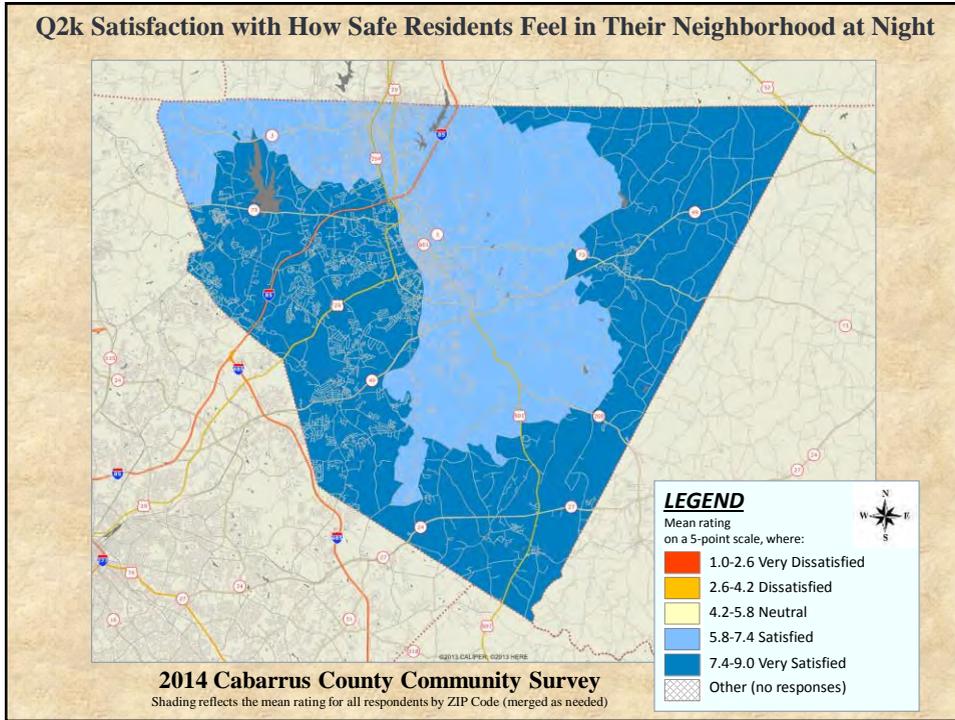
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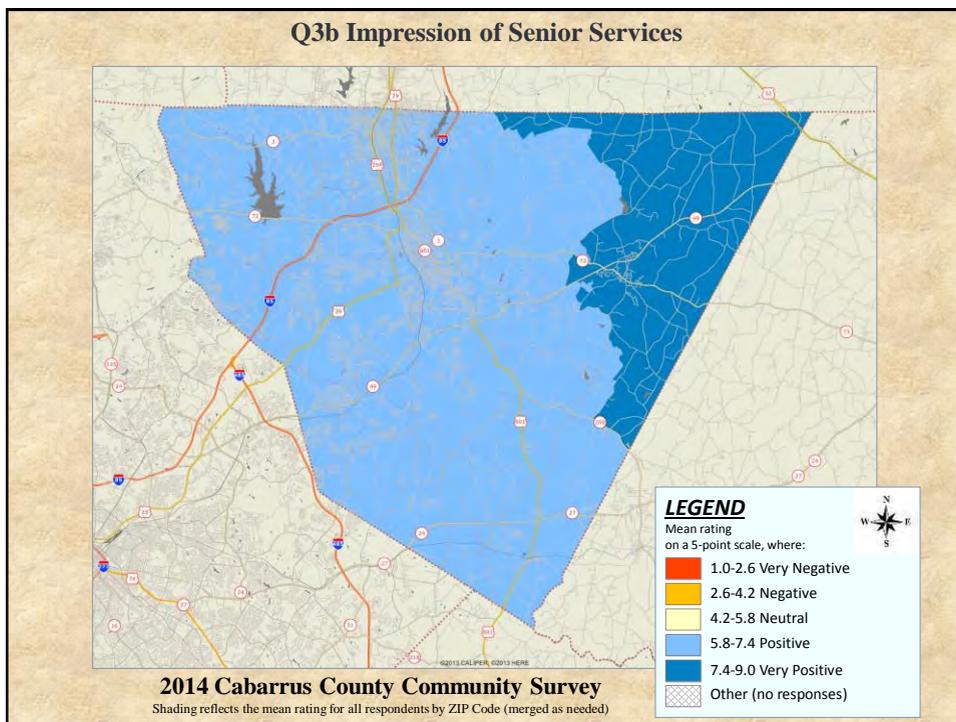
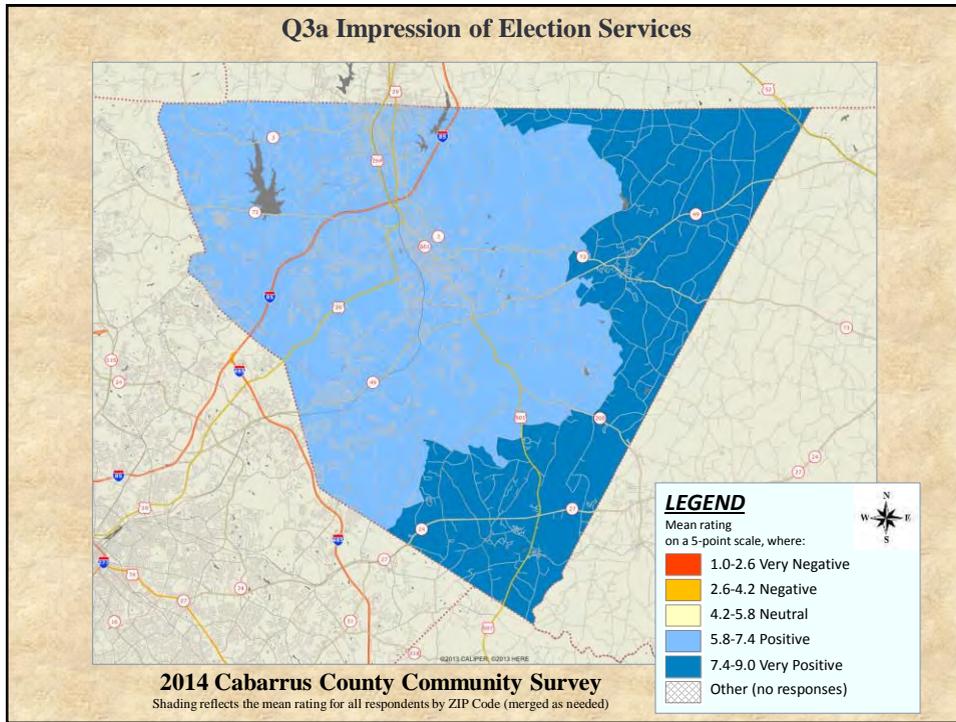
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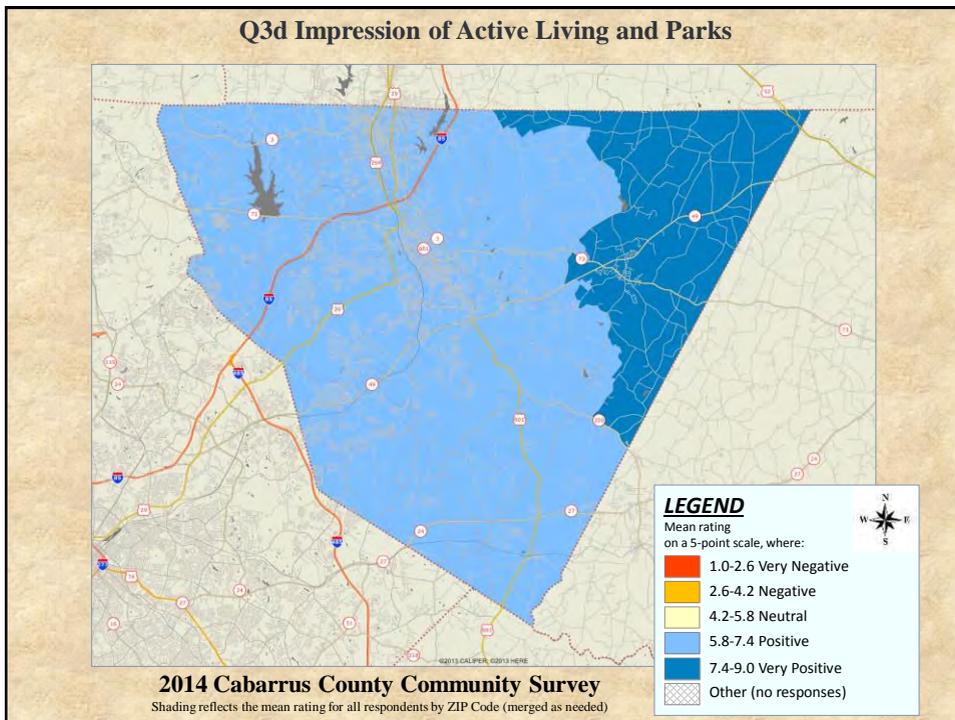
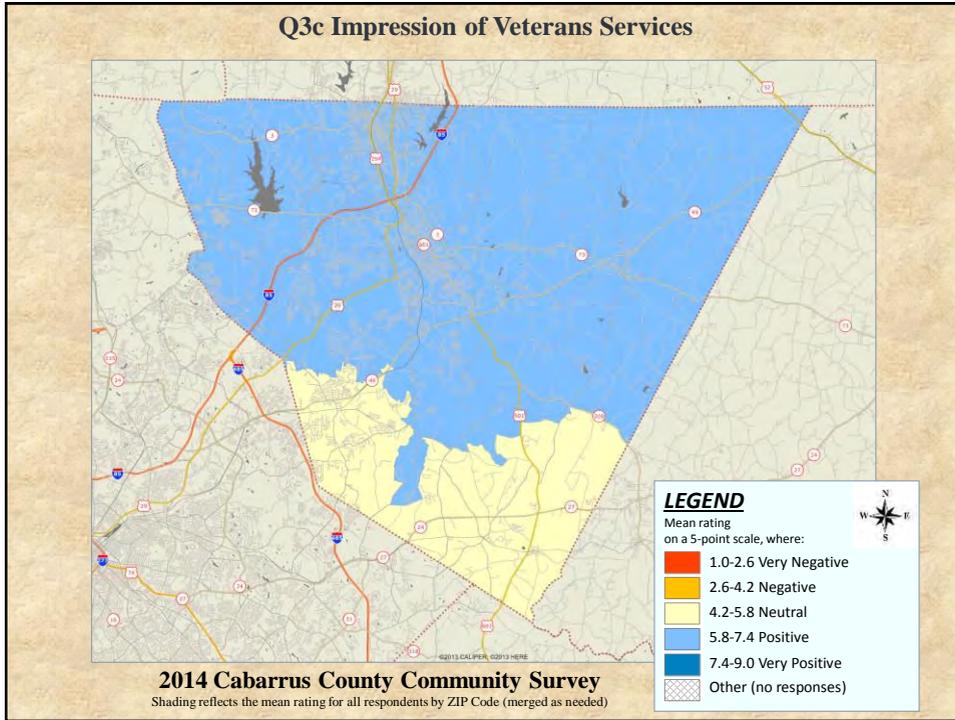
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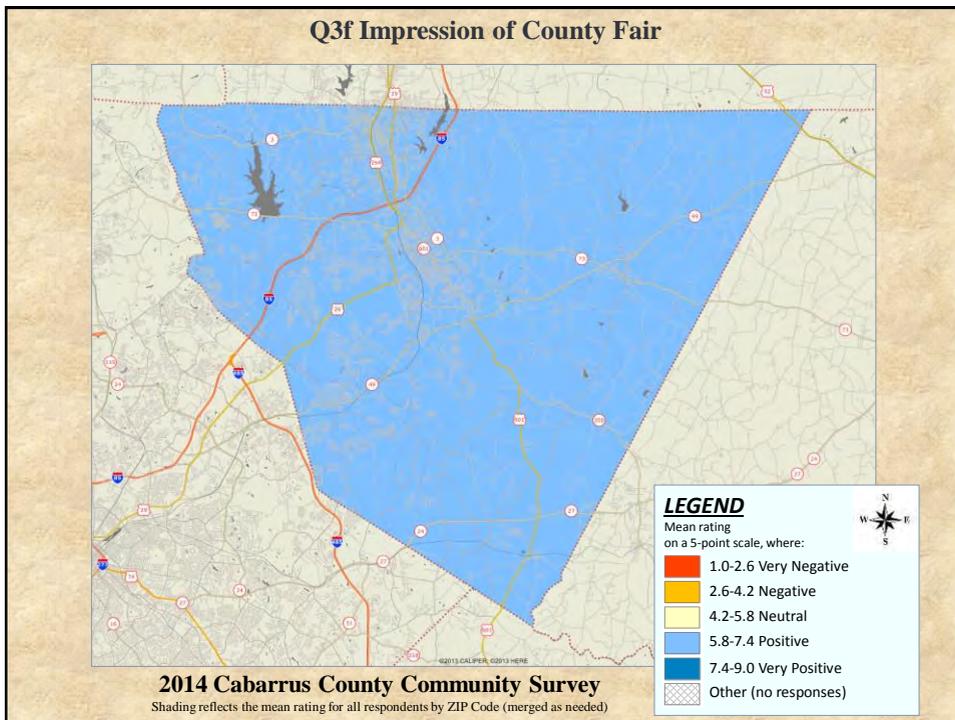
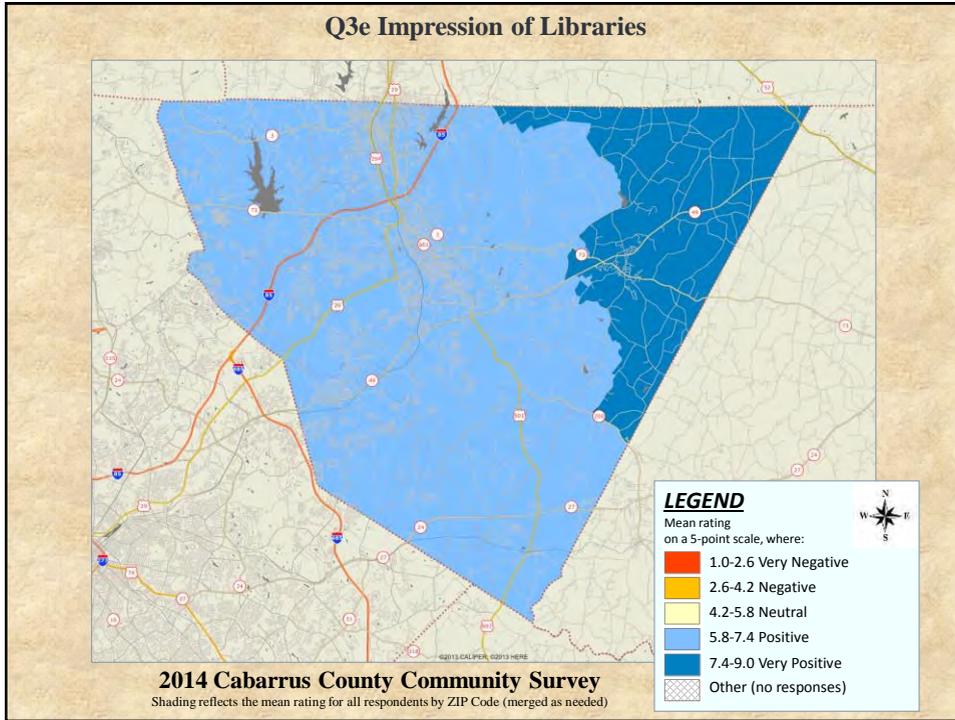
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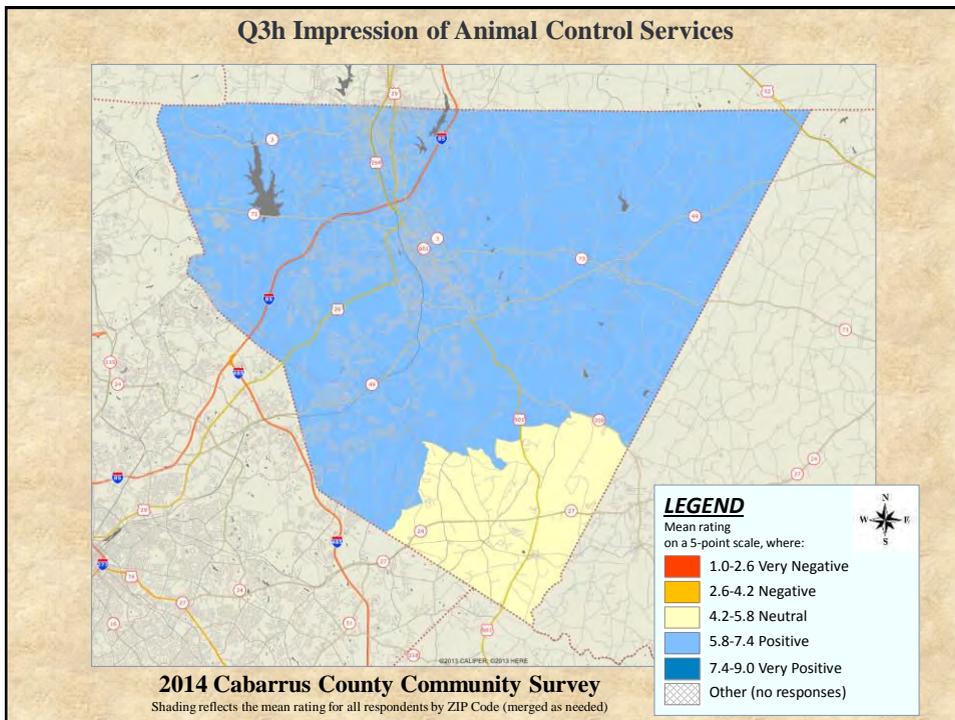
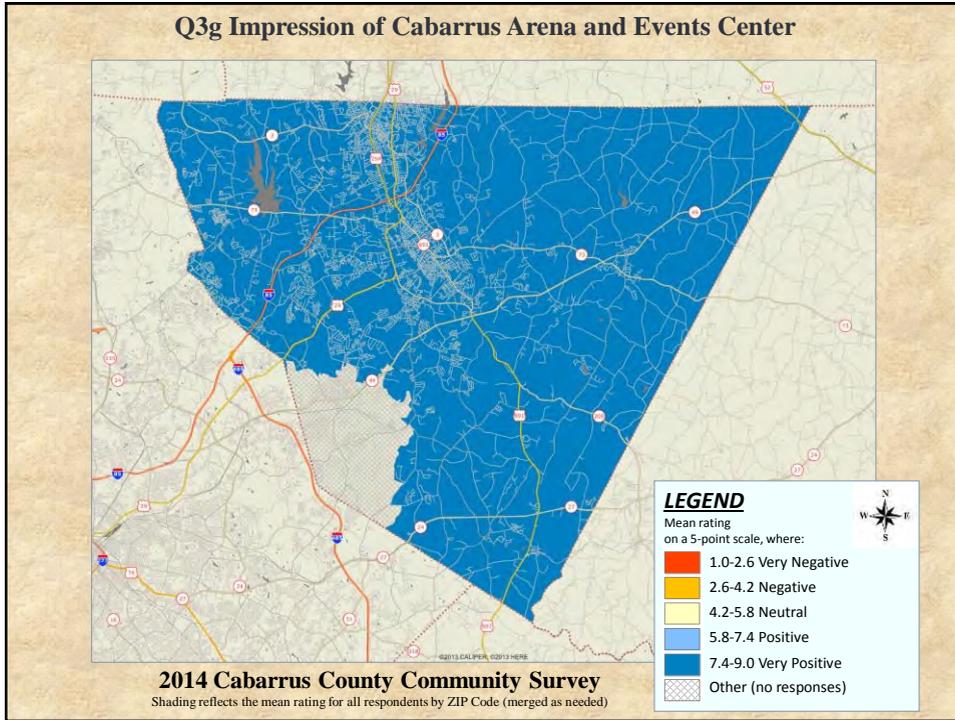
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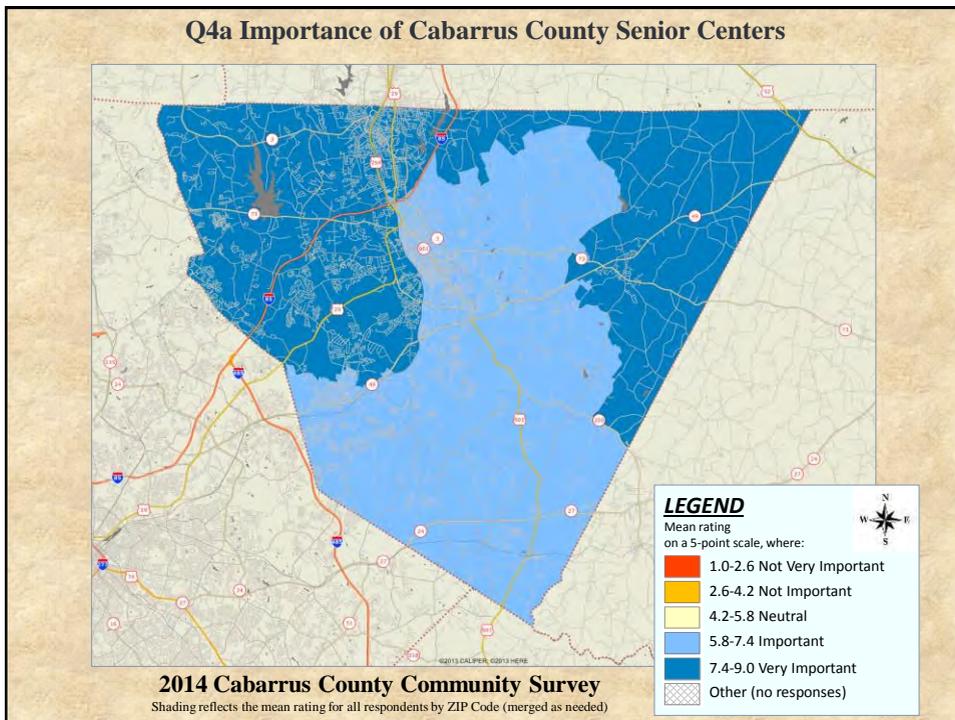
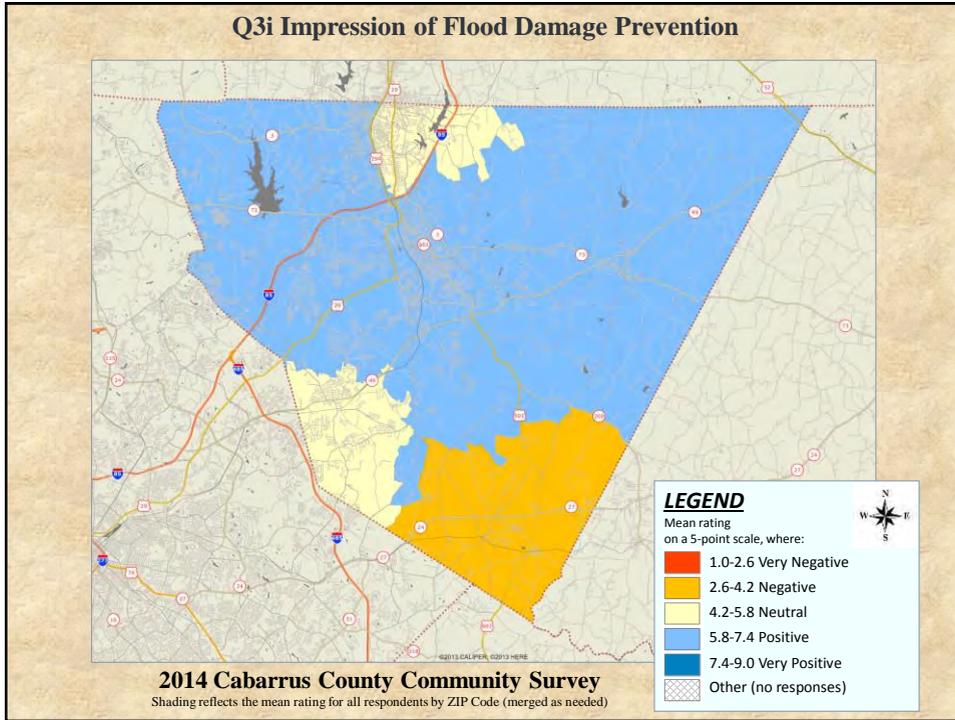


Cabarrus County 2014 Community Survey

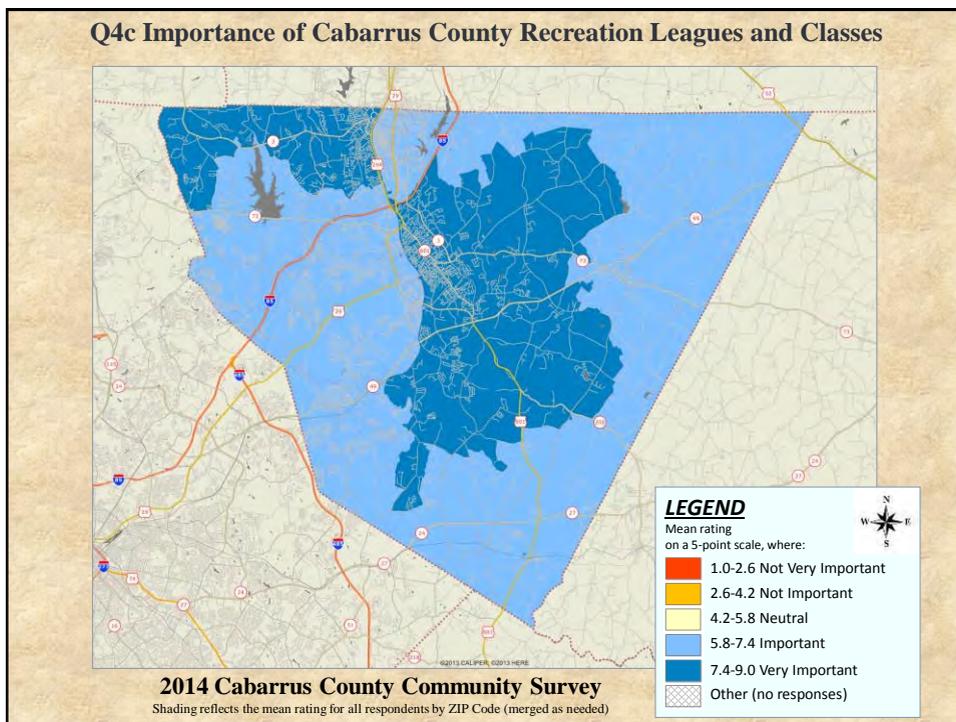
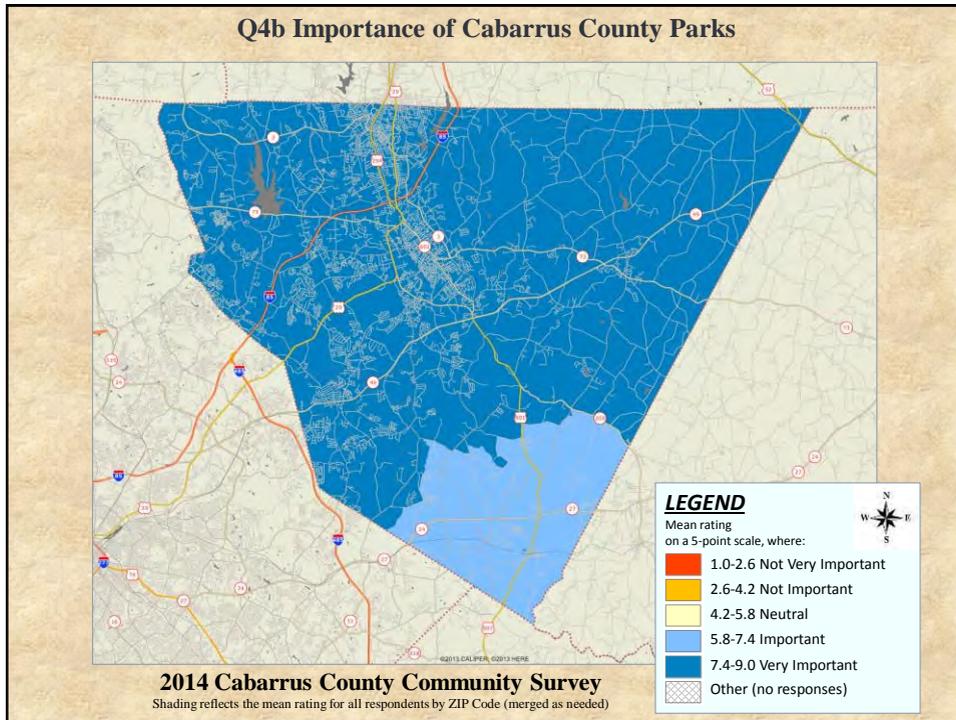


Cabarrus County 2014 Community Survey

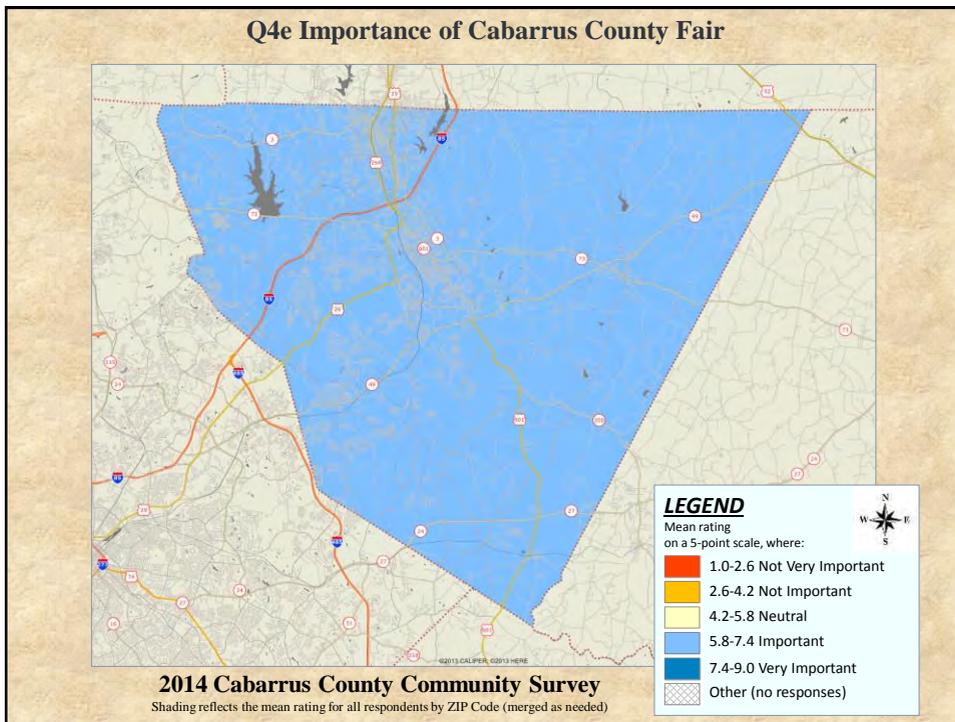
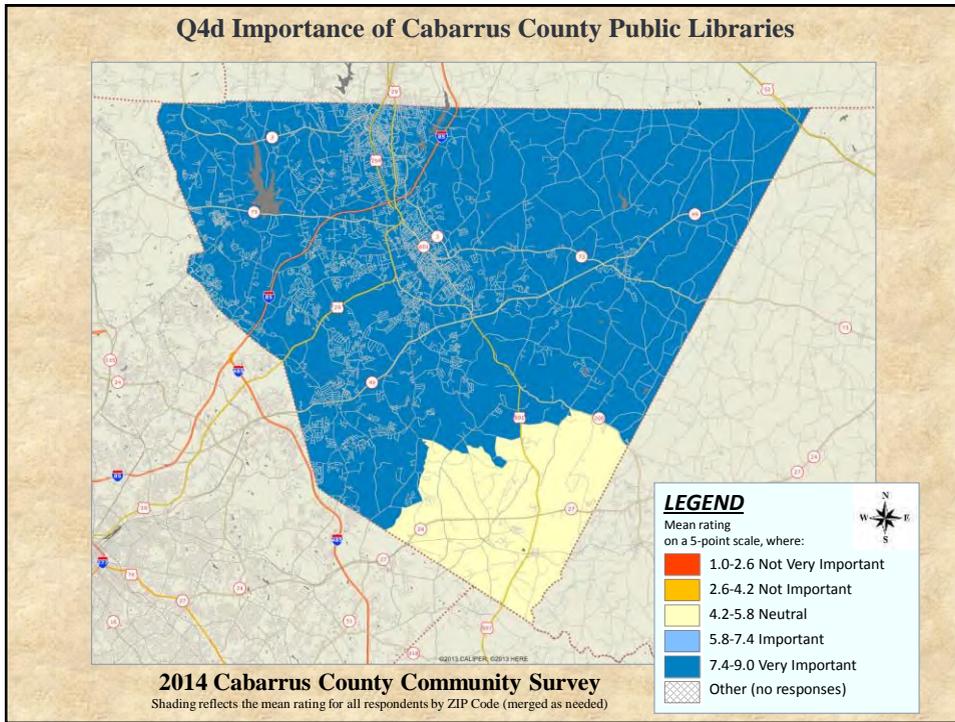




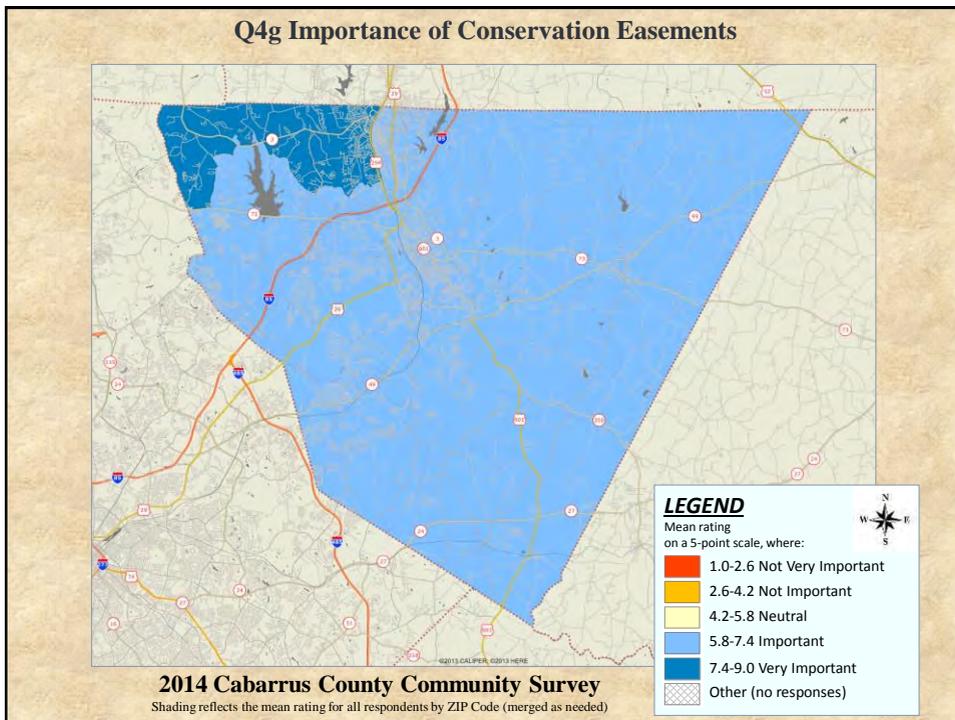
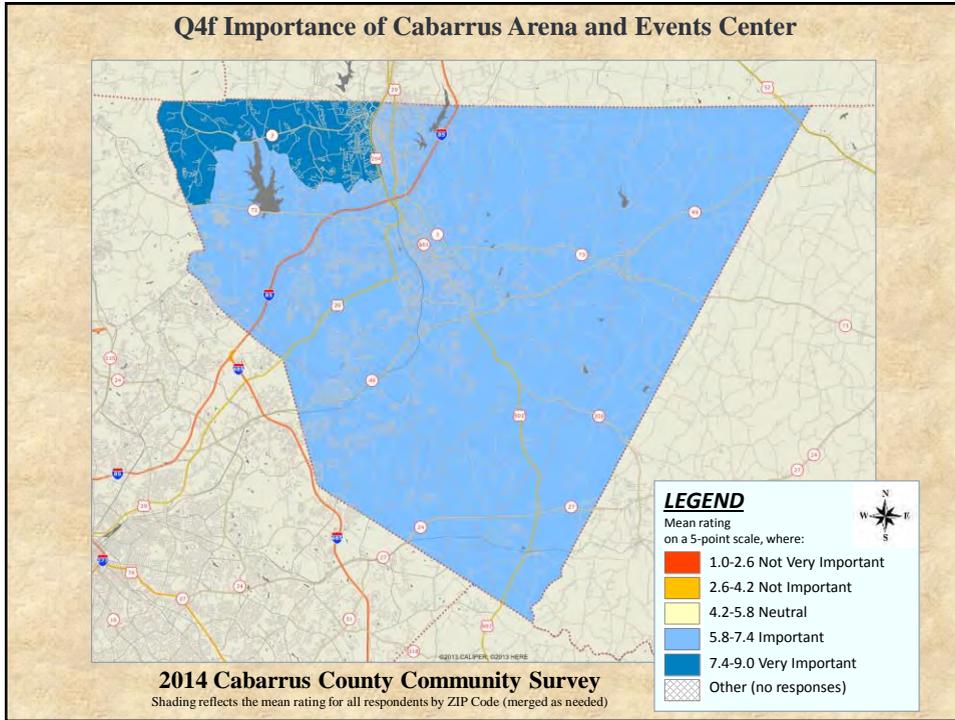
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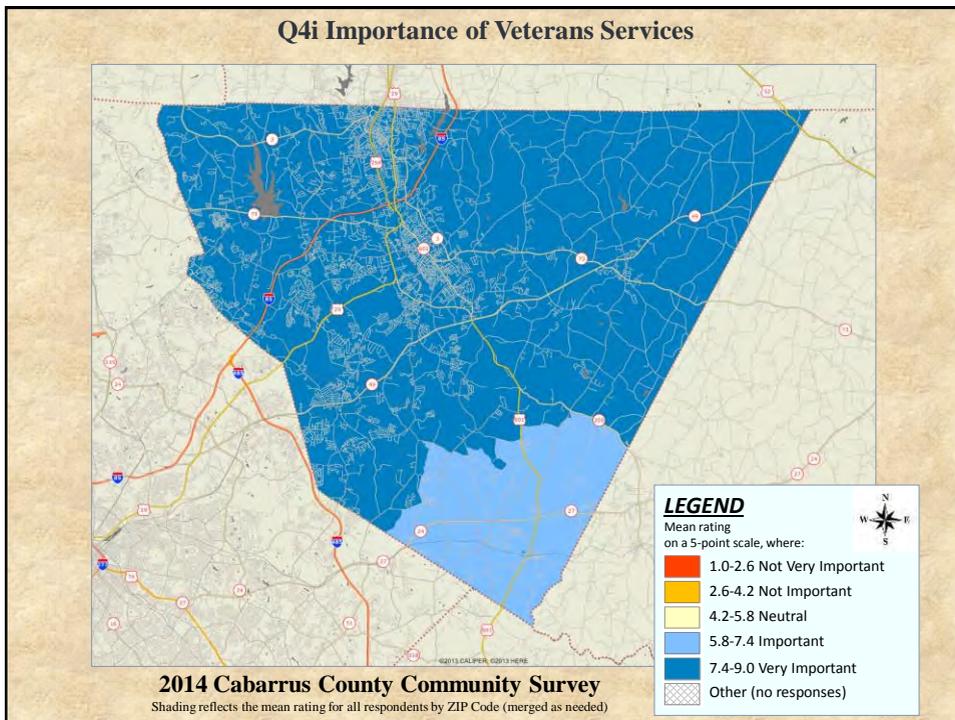
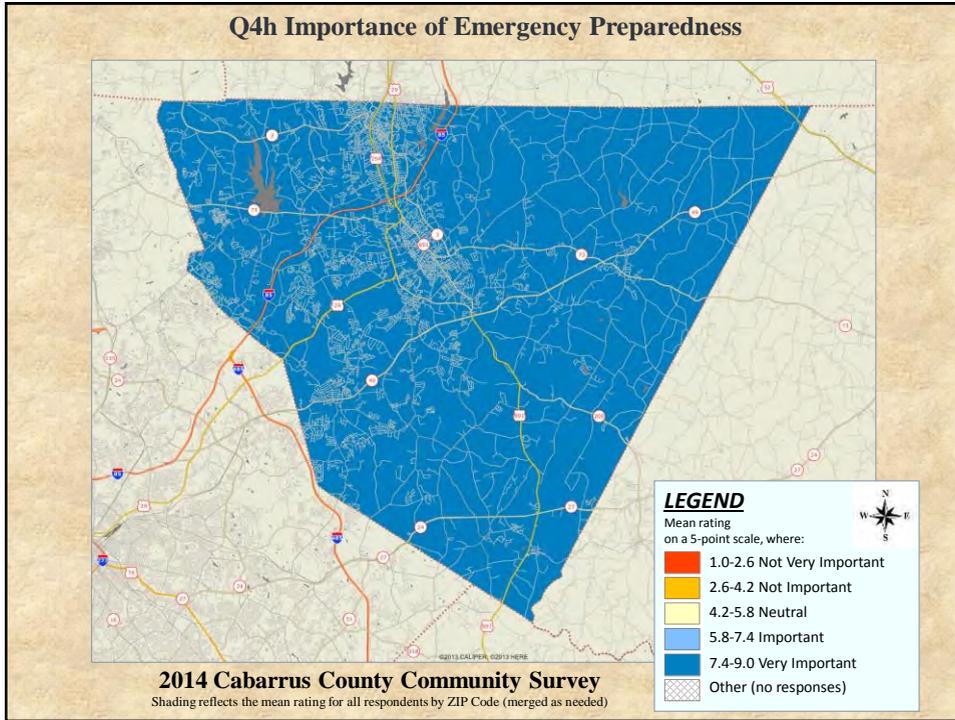


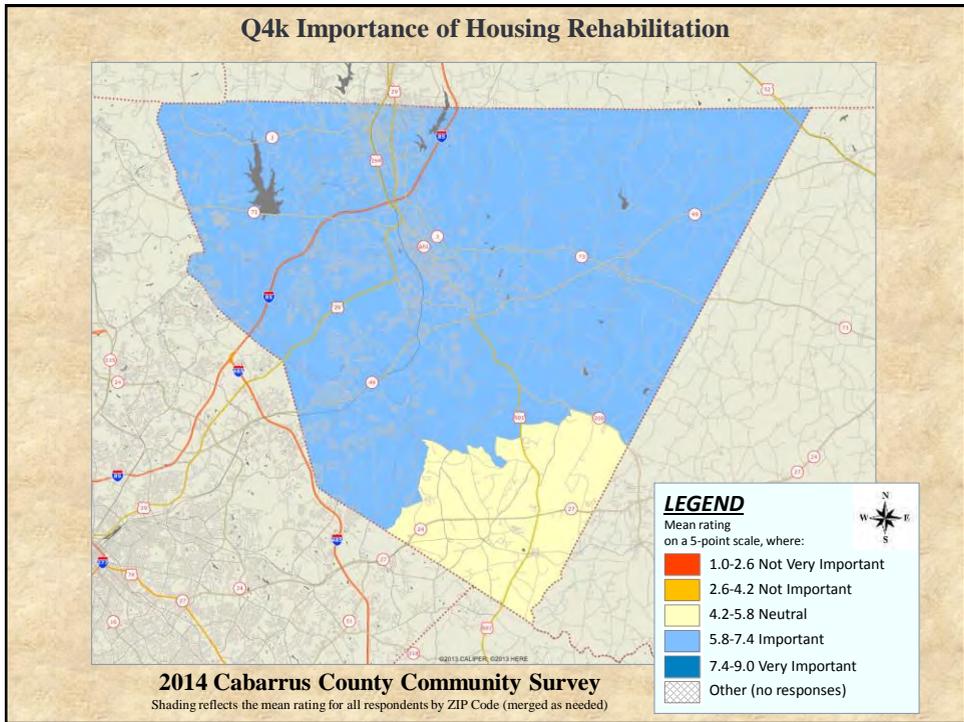
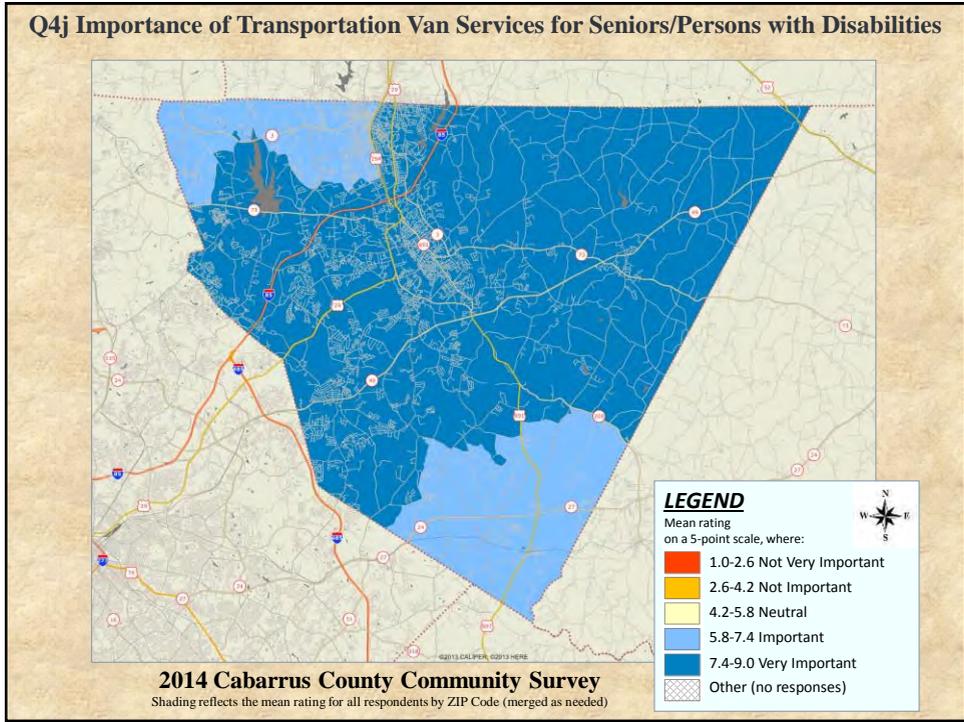
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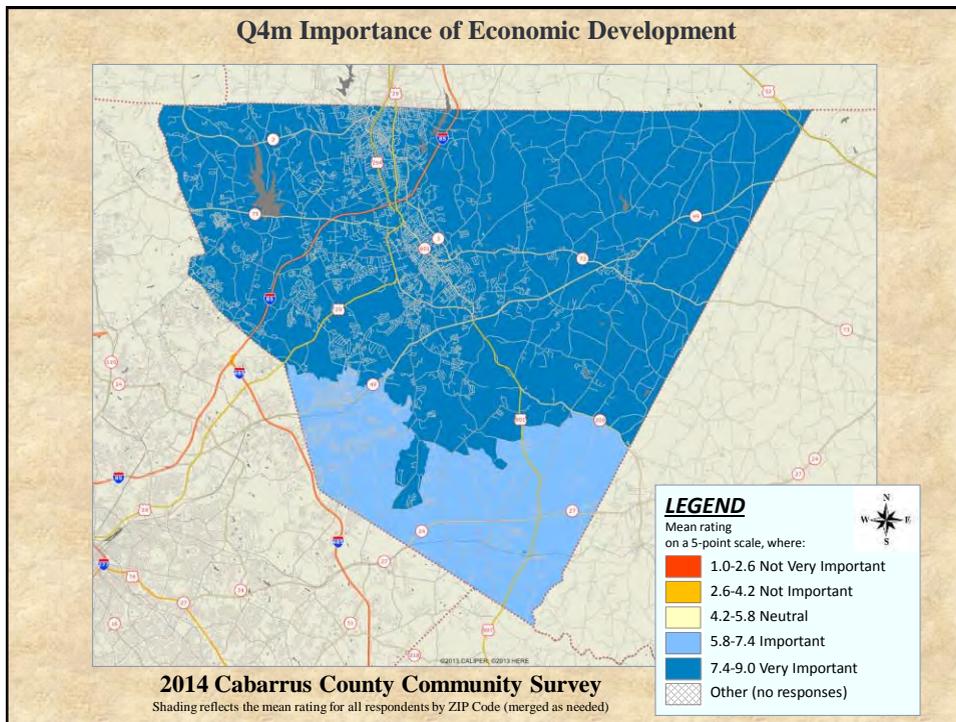
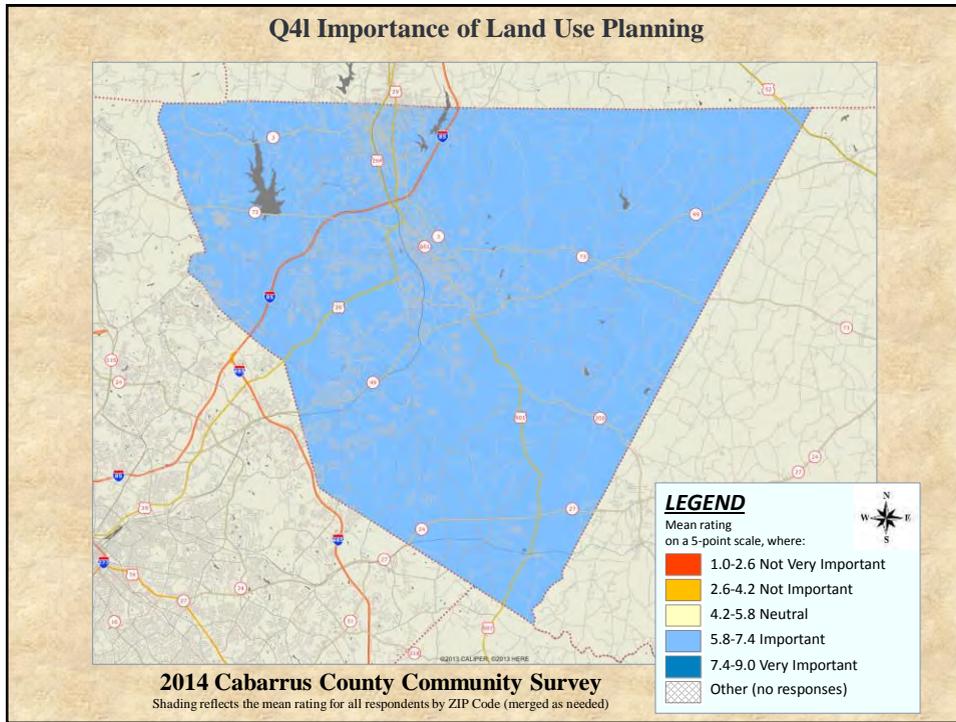
Cabarrus County 2014 Community Survey



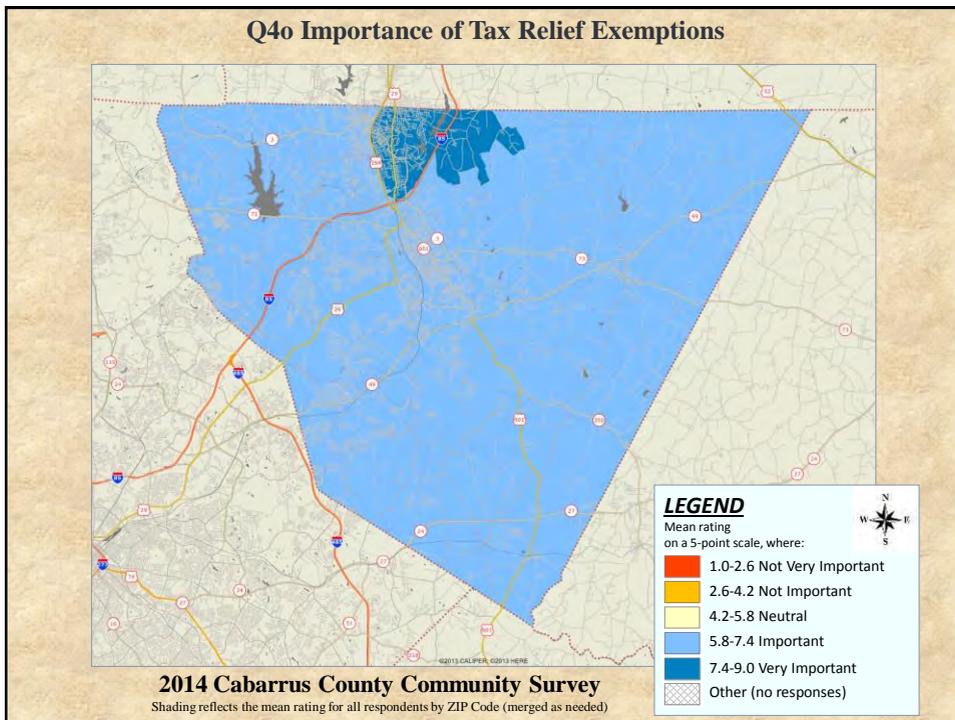
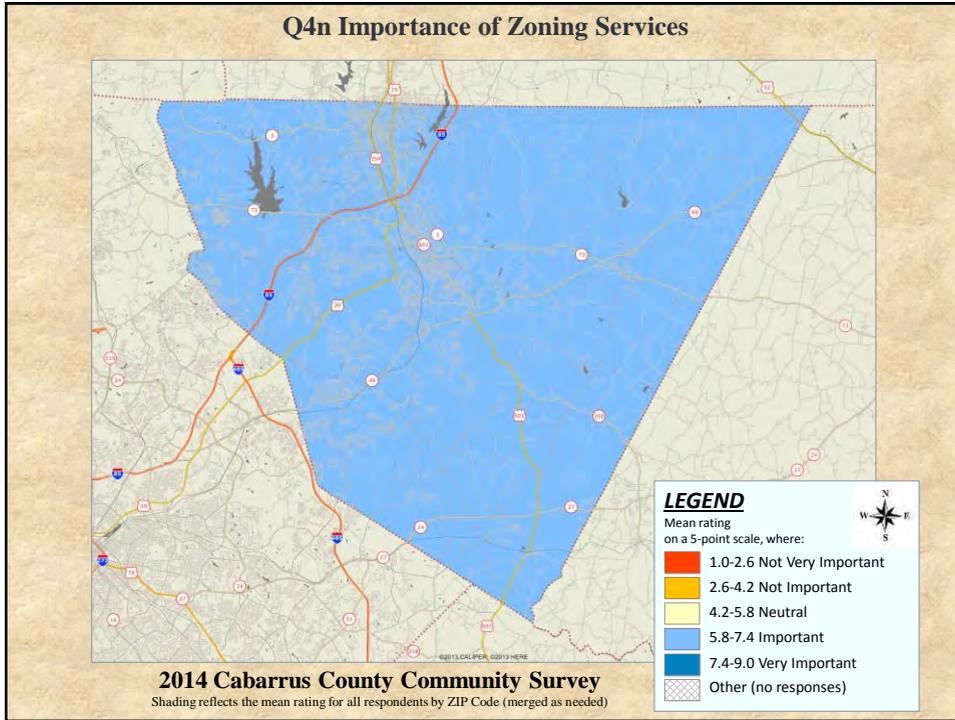


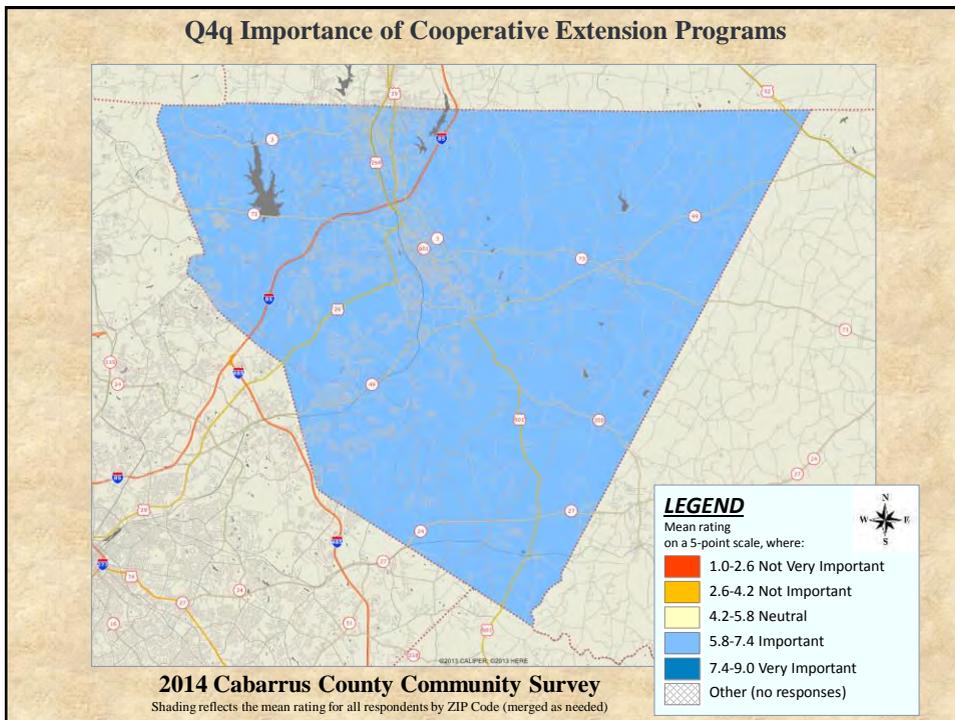
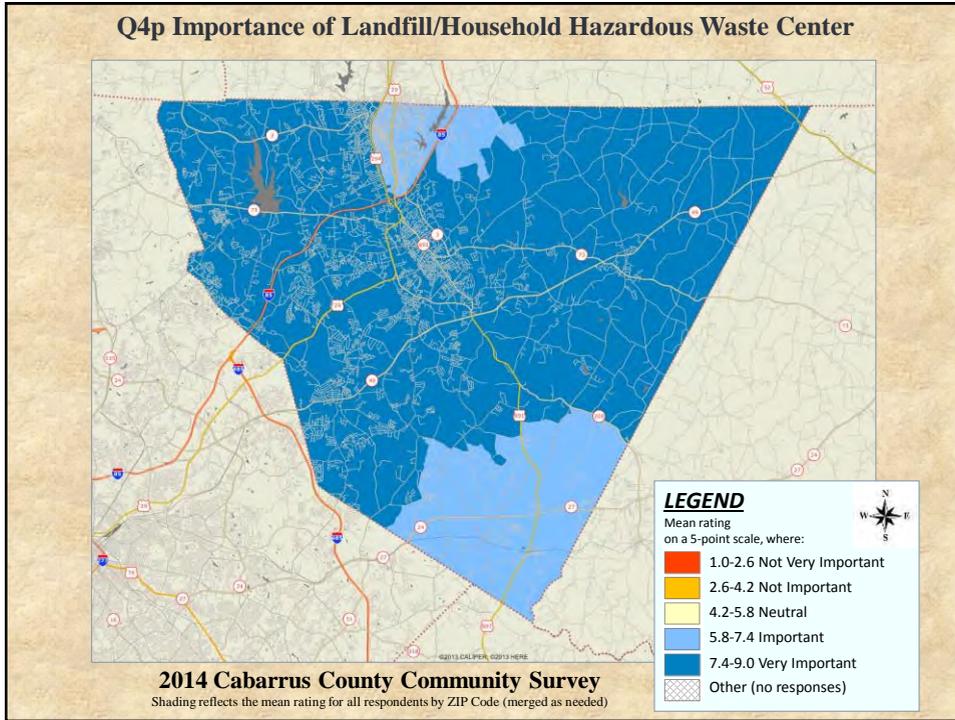


Cabarrus County 2014 Community Survey

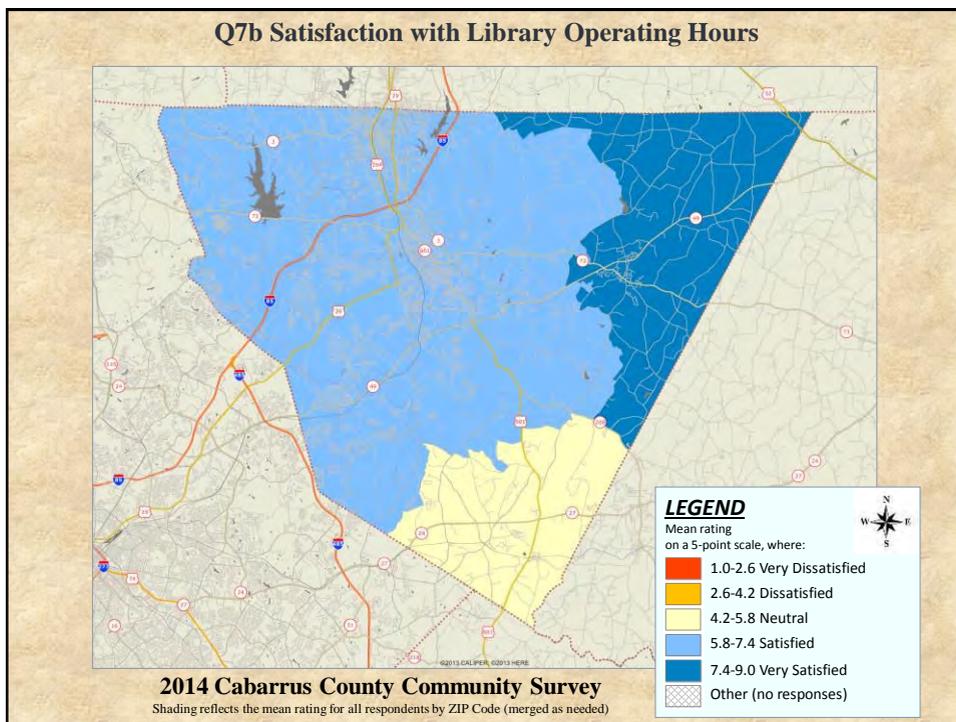
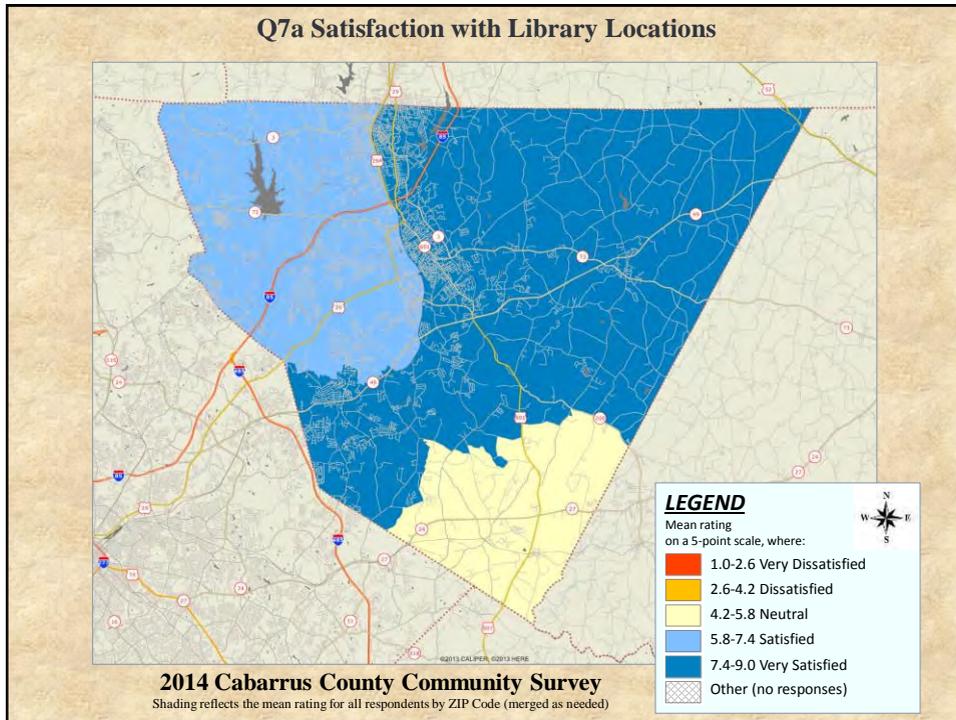


Cabarrus County 2014 Community Survey

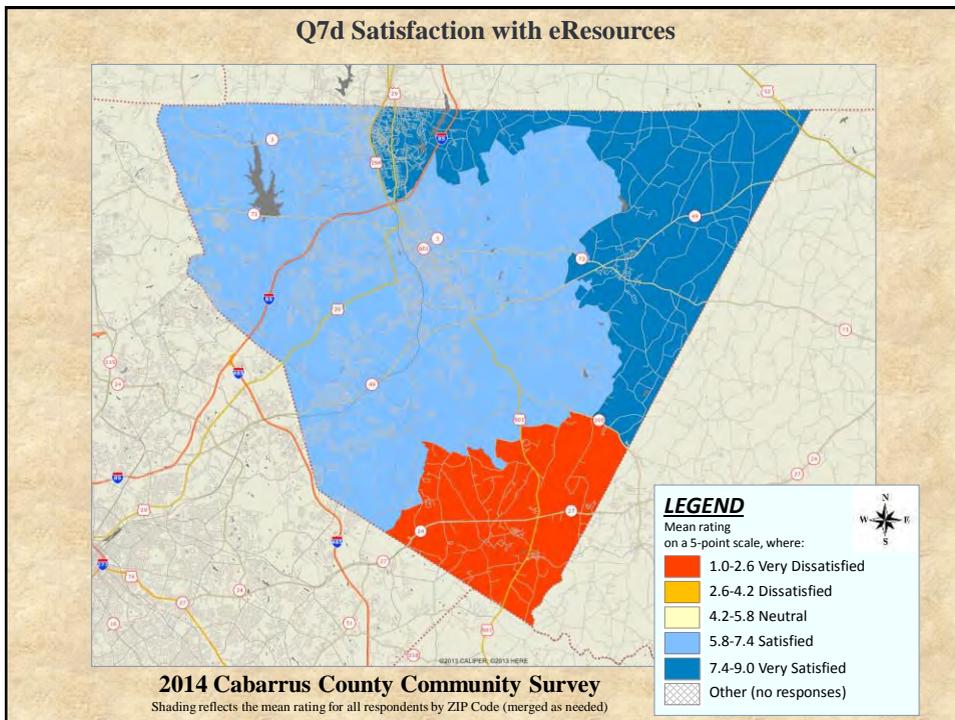
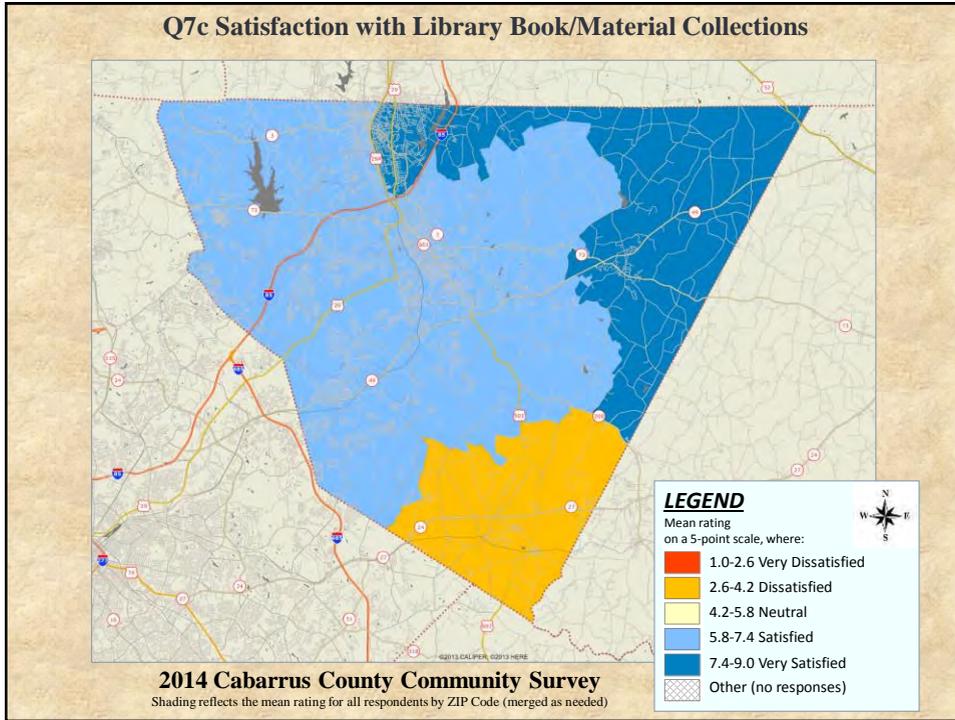




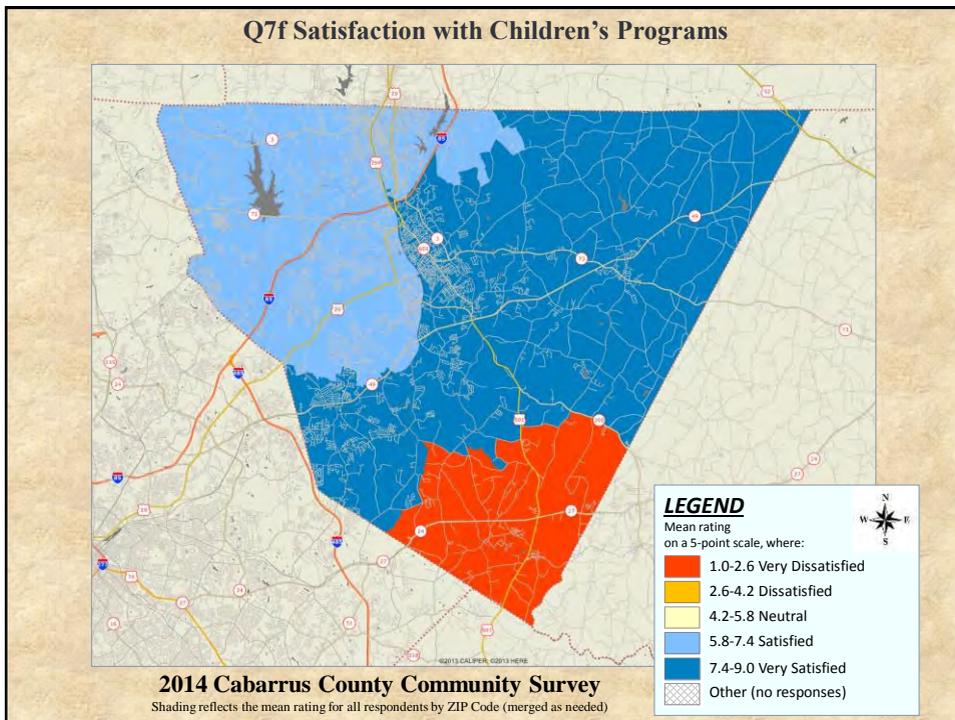
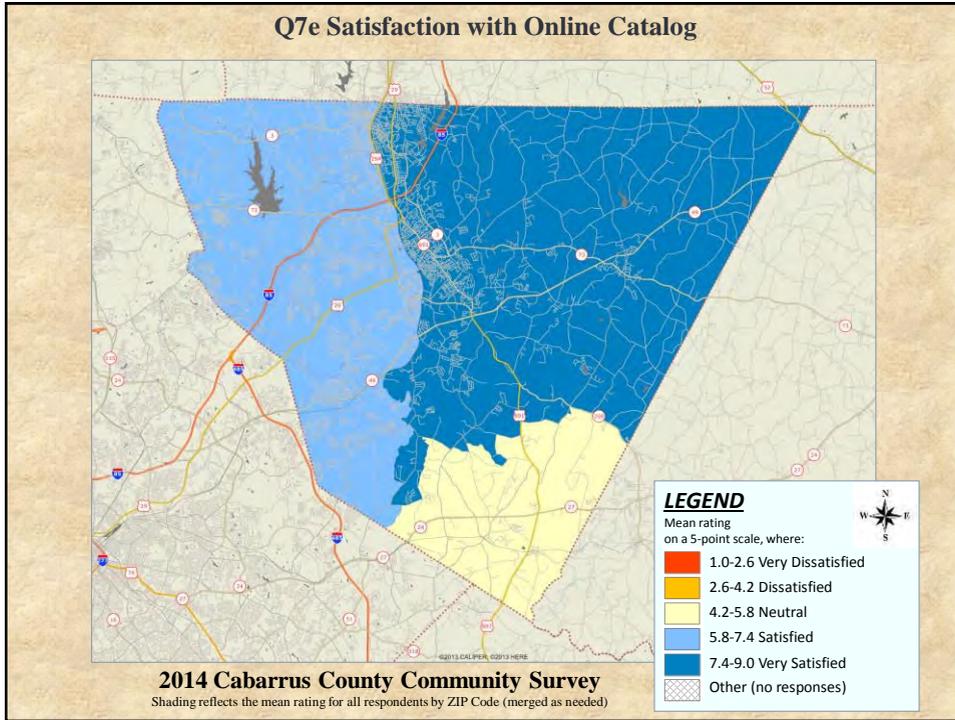
Cabarrus County 2014 Community Survey



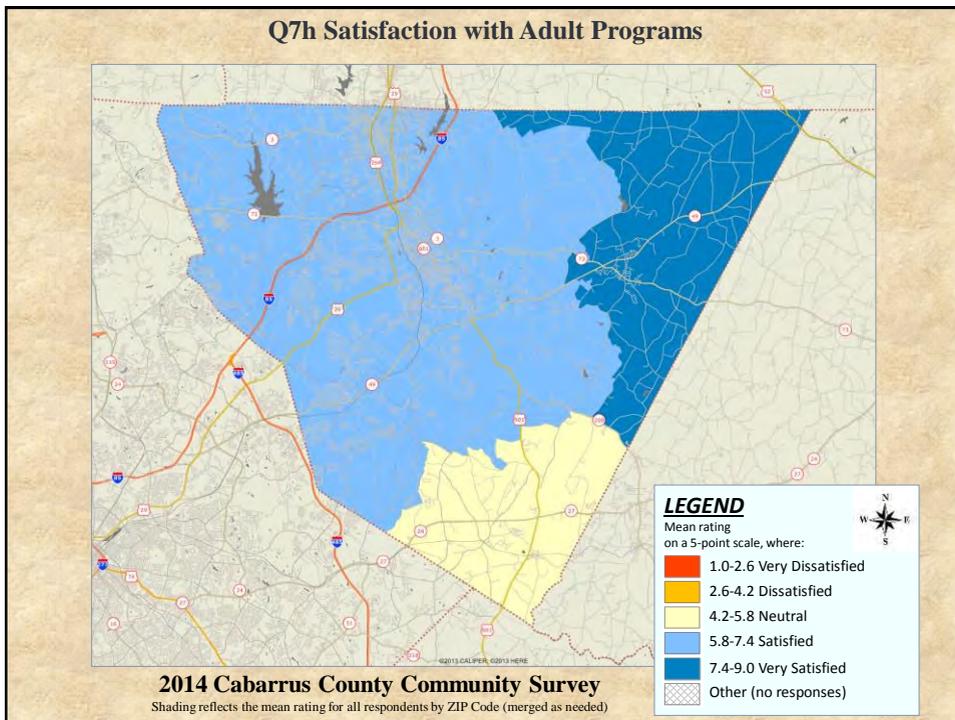
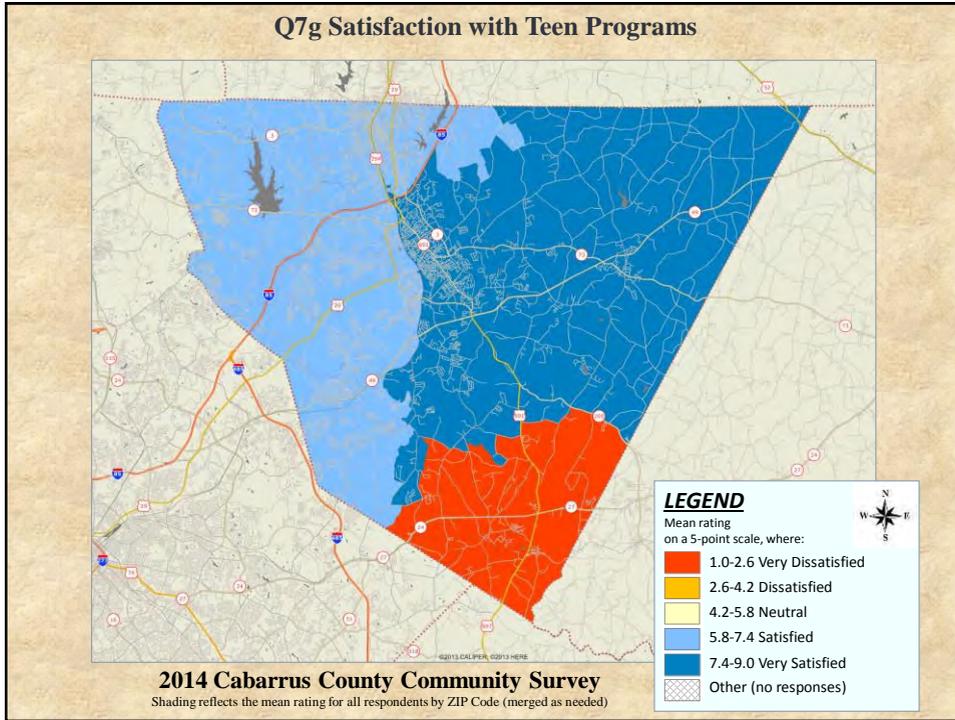
Cabarrus County 2014 Community Survey



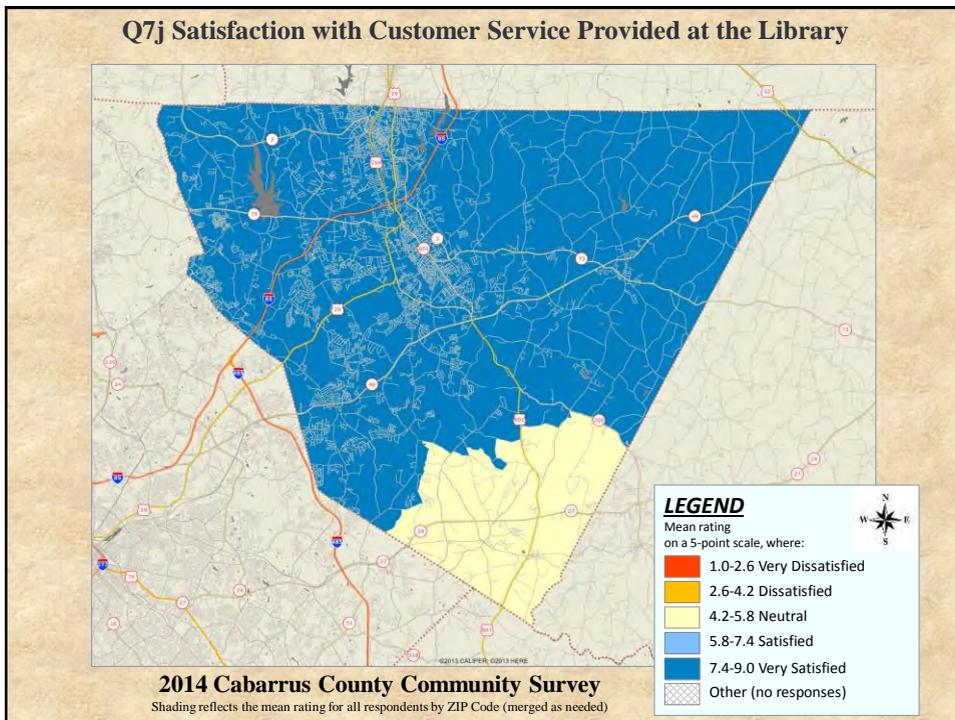
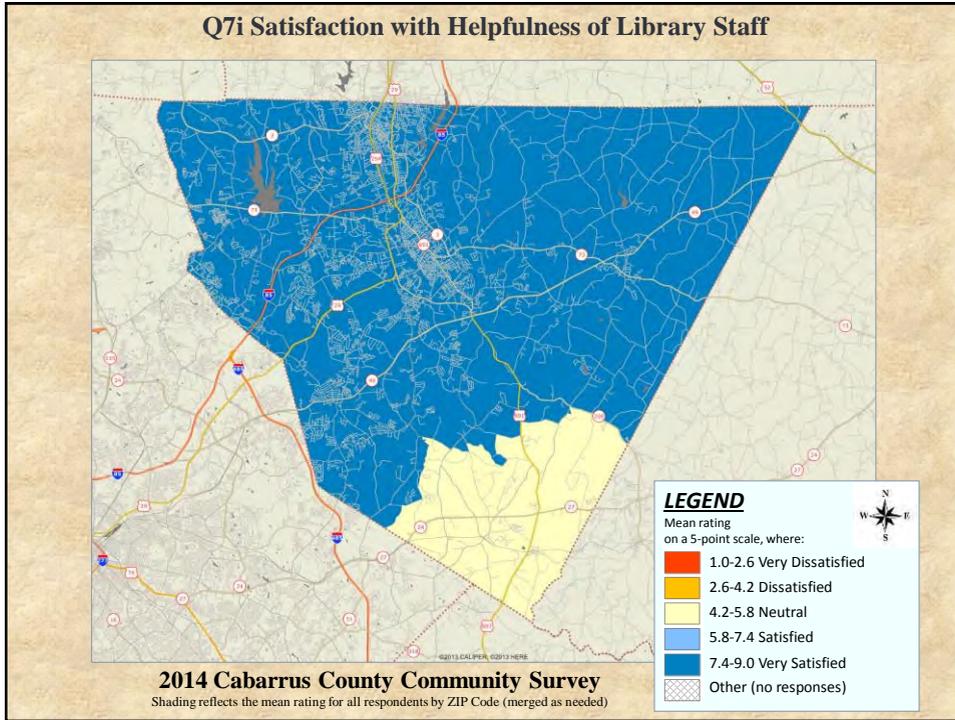
Cabarrus County 2014 Community Survey



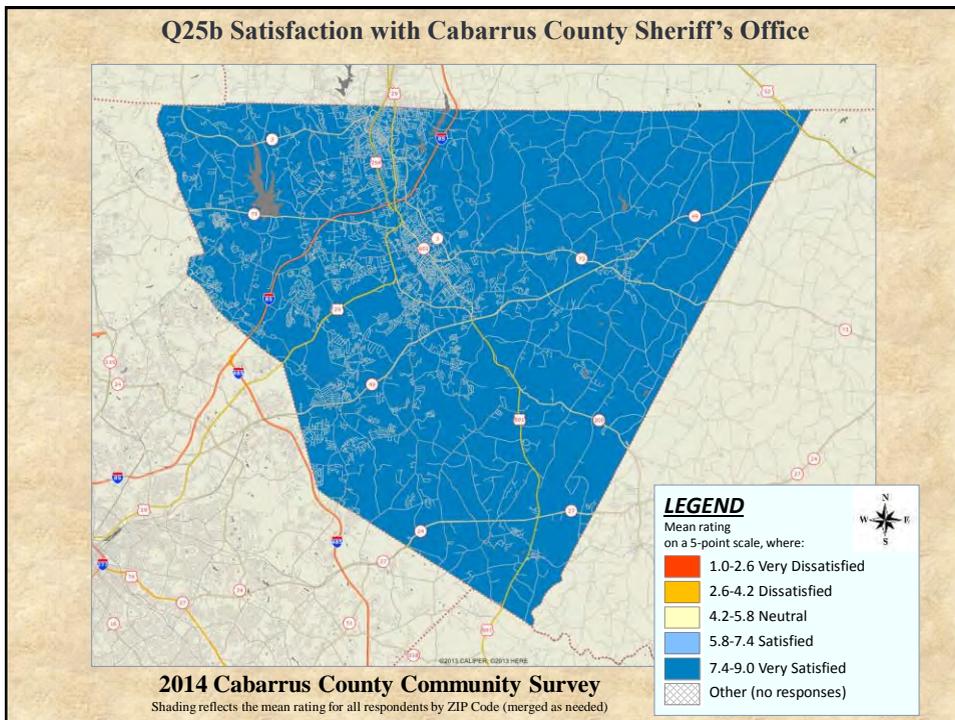
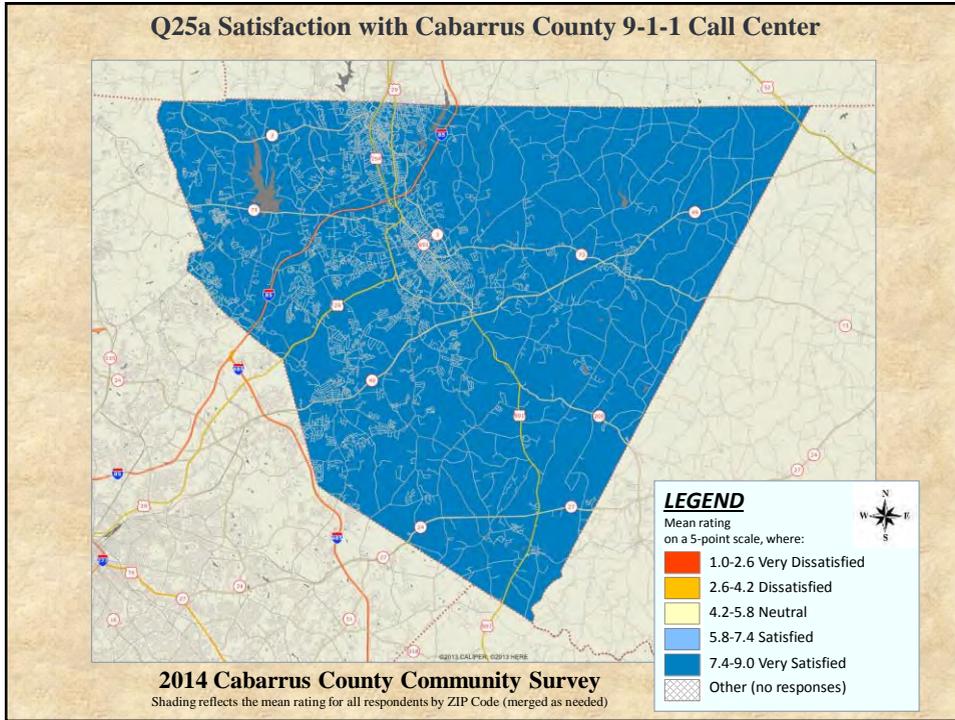
Cabarrus County 2014 Community Survey

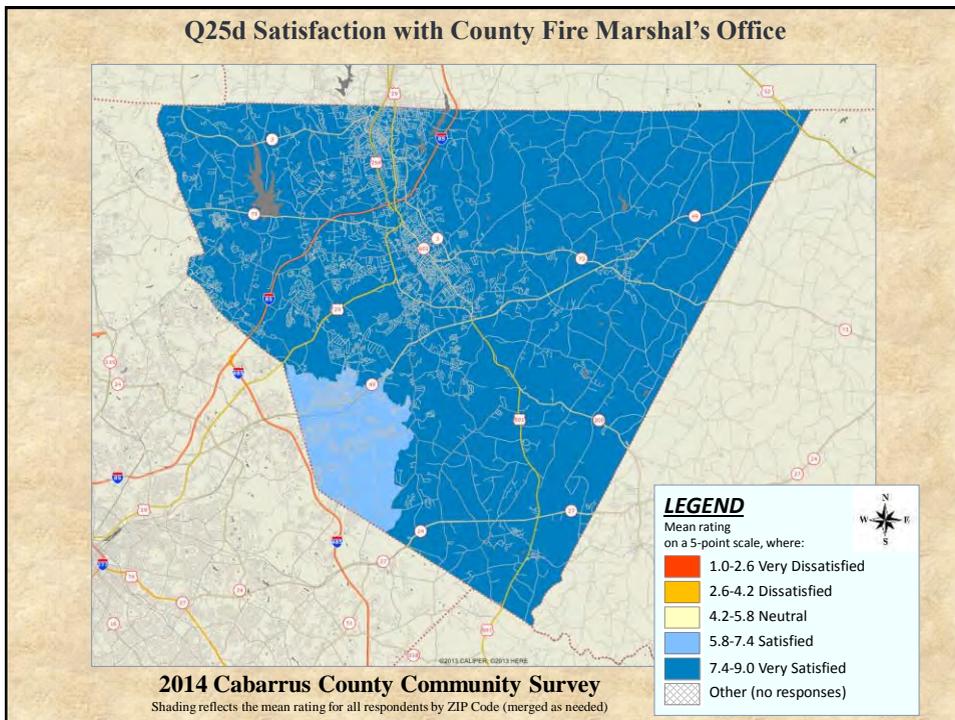
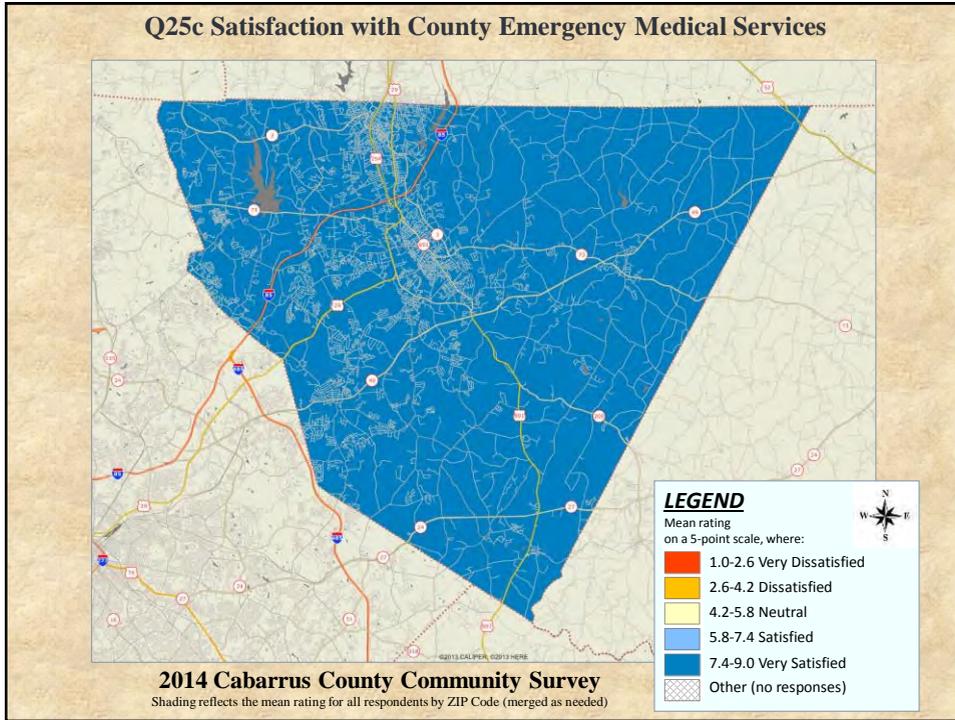


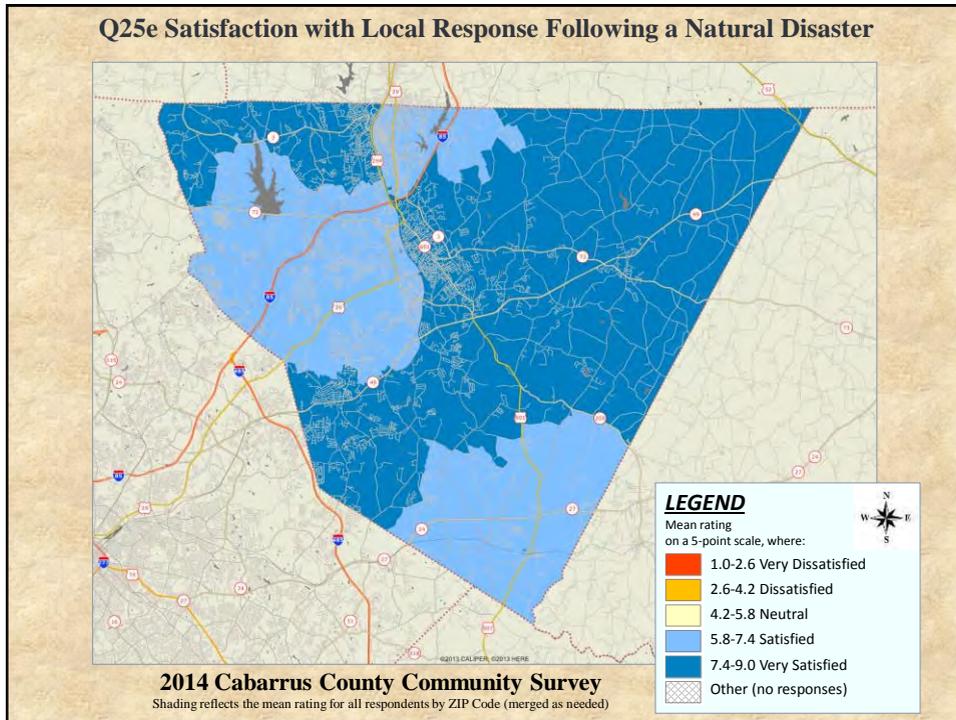
Cabarrus County 2014 Community Survey



Cabarrus County 2014 Community Survey







Section 5:
Tabular Data

Q1. Using a scale of 1 to 9, where 1 is "very dissatisfied" and 9 is "very satisfied," please rate your satisfaction with the following aspects of living in Cabarrus County by circling the corresponding number below:

(N=406)

	Very Dissatisfied	02	03	04	05	06	07	08	Very Satisfied	Don't Know
Q1a. Open space preservation	5.0%	2.3%	3.3%	5.5%	14.6%	8.3%	19.1%	12.3%	13.9%	15.6%
Q1b. Pace of growth	6.7%	2.5%	5.5%	5.7%	14.9%	12.4%	18.9%	13.2%	13.2%	7.0%
Q1c. Crime prevention	2.7%	1.0%	3.7%	4.2%	10.7%	10.2%	23.4%	22.2%	17.2%	4.5%
Q1d. Safety response	1.7%	1.2%	2.0%	3.0%	7.0%	7.5%	14.7%	25.9%	24.7%	12.2%
Q1e. Protecting water quality & the environment	3.8%	2.0%	2.8%	3.5%	10.8%	11.8%	20.3%	18.8%	15.3%	11.3%
Q1f. Employment opportunities	7.3%	5.0%	6.8%	9.3%	18.0%	14.5%	12.8%	8.3%	5.3%	13.0%
Q1g. Availability of housing options for people in different income categories	5.0%	1.7%	4.5%	6.7%	11.5%	10.5%	14.2%	15.5%	11.0%	19.5%
Q1h. Ensuring the availability of affordable housing	6.7%	1.5%	4.7%	6.7%	11.7%	10.0%	14.7%	11.5%	8.2%	24.2%
Q1i. Availability of services for people with disabilities	3.8%	2.8%	4.5%	4.5%	8.3%	9.5%	12.3%	14.5%	11.5%	28.5%
Q1j. Educational facilities	2.5%	2.0%	2.0%	3.5%	7.0%	11.7%	19.2%	26.7%	20.7%	4.7%
Q1k. Courthouse facility	2.0%	1.0%	1.7%	2.7%	6.5%	9.2%	16.0%	24.9%	20.2%	15.7%
Q1l. Cultural facilities	2.3%	3.0%	5.5%	5.3%	11.1%	11.6%	16.6%	14.1%	12.1%	18.6%
Q1m. Availability of local foods	2.3%	1.5%	6.1%	5.6%	10.9%	8.6%	21.2%	17.4%	22.2%	4.3%

Q1. Using a scale of 1 to 9, where 1 is "very dissatisfied" and 9 is "very satisfied," please rate your satisfaction with the following aspects of living in Cabarrus County by circling the corresponding number below:(Without "Don't Know")

Excluding "don't knows"

(N=406)

	Very Dissat	02	03	04	05	06	07	08	Very Satisfied
Q1a. Open space preservation	6.0%	2.7%	3.9%	6.6%	17.3%	9.9%	22.7%	14.6%	16.4%
Q1b. Pace of growth	7.2%	2.7%	5.9%	6.1%	16.0%	13.4%	20.3%	14.2%	14.2%
Q1c. Crime prevention	2.9%	1.0%	3.9%	4.4%	11.2%	10.7%	24.5%	23.2%	18.0%
Q1d. Safety response	2.0%	1.4%	2.3%	3.4%	8.0%	8.5%	16.8%	29.5%	28.1%
Q1e. Protecting water quality & the environment	4.2%	2.3%	3.1%	3.9%	12.1%	13.2%	22.8%	21.1%	17.2%
Q1f. Employment opportunities	8.3%	5.7%	7.8%	10.6%	20.7%	16.7%	14.7%	9.5%	6.0%
Q1g. Availability of housing options for people in different income categories	6.2%	2.2%	5.6%	8.4%	14.2%	13.0%	17.6%	19.2%	13.6%
Q1h. Ensuring the availability of affordable housing	8.9%	2.0%	6.3%	8.9%	15.5%	13.2%	19.4%	15.1%	10.9%
Q1i. Availability of services for people with disabilities	5.2%	3.8%	6.3%	6.3%	11.5%	13.3%	17.1%	20.3%	16.1%
Q1j. Educational facilities	2.6%	2.1%	2.1%	3.7%	7.3%	12.3%	20.2%	28.0%	21.7%
Q1k. Courthouse facility	2.4%	1.2%	2.1%	3.3%	7.7%	10.9%	18.9%	29.6%	24.0%
Q1l. Cultural facilities	2.8%	3.7%	6.8%	6.5%	13.6%	14.2%	20.4%	17.3%	14.8%
Q1m. Availability of local foods	2.4%	1.6%	6.3%	5.8%	11.3%	9.0%	22.2%	18.2%	23.2%

Q1a. Which THREE of the items listed above do you think should be the top priorities for leaders in Cabarrus County? (Top Three)

<u>Q1a. Sum of Top 3 choices</u>	<u>Number</u>	<u>Percent</u>
F=Employment opportunities	179	44.1 %
C=Crime prevention	158	38.9 %
J=Educational facilities	147	36.2 %
E=Protect water quality & the environment	102	25.1 %
D=Safety response	85	20.9 %
Z=None Chosen	78	19.2 %
B=Pace of growth	72	17.7 %
A=Open space preservation	60	14.8 %
H=Ensuring the availability of affordable housing	58	14.3 %
I=Availability of Services for people with disabilities	51	12.6 %
G=Availability of housing options for people in different income categories	45	11.1 %
M=Availability of local foods	44	10.8 %
L=Cultural facilities	34	8.4 %
K=Courthouse facility	7	1.7 %
Total	1120	

Q2. Using a scale of 1 to 9, where 1 is "very dissatisfied" and 9 is "very satisfied," please rate your satisfaction with the following issues that impact your perception of Cabarrus County by circling the corresponding number below:

(N=406)

	Very Dissat	02	03	04	05	06	07	08	Very Satisfied	Don't Know
Q2a. The county as a place to live	1.2%	1.7%	2.2%	1.0%	4.5%	4.2%	17.0%	32.9%	34.4%	0.7%
Q2b. The county as a place to raise children	0.7%	1.5%	1.5%	1.5%	4.7%	3.7%	14.2%	33.4%	35.2%	3.5%
Q2c. The county as a place to work	2.5%	3.8%	4.0%	5.0%	10.3%	9.8%	17.0%	19.8%	15.3%	12.5%
Q2d. The county as a place to retire	3.0%	2.7%	3.5%	4.0%	8.2%	9.5%	15.4%	21.1%	24.1%	8.5%
Q2e. Overall value that you receive for your county tax dollars & fees	5.8%	4.8%	4.0%	6.3%	12.8%	9.8%	23.0%	18.0%	11.3%	4.5%
Q2f. Overall quality of life in the county	2.0%	1.0%	1.7%	2.0%	7.5%	8.2%	24.1%	32.8%	19.4%	1.2%
Q2g. Overall quality of county services offered to citizens	2.0%	2.2%	2.7%	3.2%	9.2%	12.7%	23.9%	22.7%	14.7%	6.5%
Q2h. Overall image of the county	1.7%	1.7%	2.0%	3.5%	8.0%	12.2%	24.4%	26.7%	19.0%	0.7%
Q2i. Ease of travel in the county	4.3%	2.8%	4.8%	5.8%	11.5%	14.5%	20.3%	22.0%	13.0%	1.3%
Q2j. How safe you feel in your neighborhood during the day	1.5%	1.0%	1.2%	0.5%	4.0%	5.7%	12.4%	29.4%	43.3%	1.0%
Q2k. How safe you feel in your neighborhood at night	3.5%	1.0%	1.8%	2.3%	6.5%	6.8%	17.6%	28.6%	31.2%	0.8%
Q2l. How safe you feel in County parks	1.3%	1.3%	1.3%	1.8%	5.3%	8.0%	20.0%	28.5%	21.8%	11.0%

Q2. Using a scale of 1 to 9, where 1 is "very dissatisfied" and 9 is "very satisfied," please rate your satisfaction with the following issues that impact your perception of Cabarrus County by circling the corresponding number below: (Without "Don't Know")

Excluding "don't knows"

(N=406)

	Very Dissat	02	03	04	05	06	07	08	Very Satisfied
Q2a. The county as a place to live	1.3%	1.8%	2.3%	1.0%	4.5%	4.3%	17.1%	33.2%	34.7%
Q2b. The county as a place to raise children	0.8%	1.6%	1.6%	1.6%	4.9%	3.9%	14.7%	34.6%	36.4%
Q2c. The county as a place to work	2.9%	4.3%	4.6%	5.7%	11.7%	11.2%	19.5%	22.6%	17.5%
Q2d. The county as a place to retire	3.3%	3.0%	3.8%	4.3%	9.0%	10.3%	16.8%	23.1%	26.4%
Q2e. Overall value that you receive for your county tax dollars & fees	6.0%	5.0%	4.2%	6.5%	13.4%	10.2%	24.1%	18.8%	11.8%
Q2f. Overall quality of life in the county	2.0%	1.0%	1.8%	2.0%	7.6%	8.3%	24.4%	33.2%	19.6%
Q2g. Overall quality of county services offered to citizens	2.1%	2.4%	2.9%	3.5%	9.9%	13.6%	25.6%	24.3%	15.7%
Q2h. Overall image of the county	1.8%	1.8%	2.0%	3.5%	8.0%	12.3%	24.6%	26.9%	19.1%
Q2i. Ease of travel in the county	4.3%	2.8%	4.8%	5.8%	11.6%	14.7%	20.5%	22.3%	13.2%
Q2j. How safe you feel in your neighborhood during the day	1.5%	1.0%	1.3%	0.5%	4.0%	5.8%	12.6%	29.6%	43.7%
Q2k. How safe you feel in your neighborhood at night	3.5%	1.0%	1.8%	2.3%	6.6%	6.8%	17.7%	28.9%	31.4%
Q2l. How safe you feel in County parks	1.4%	1.4%	1.4%	2.0%	5.9%	9.0%	22.5%	32.0%	24.4%

Q3. Using a scale of 1 to 9, where 1 is "very negative" and 9 is "very positive," please rate your overall impression of the following programs and services offered by Cabarrus County, by circling the corresponding number below. If you have heard of the program or service but don't know enough to rate it, circle "99." If you have never heard of the program or service, circle "88."

(N=406)

	Very Negative	02	03	04	05	06	07	08	Very Positive	Don't Know	Have Not Heard
Q3a. Election services	1.3%	2.3%	1.3%	2.3%	7.3%	8.0%	17.8%	19.8%	19.8%	14.6%	5.5%
Q3b. Senior services	1.5%	1.3%	2.5%	1.5%	3.3%	6.8%	11.9%	13.9%	11.4%	34.7%	11.1%
Q3c. Veterans services	2.3%	2.3%	2.0%	1.8%	5.8%	5.3%	6.8%	7.5%	7.3%	44.2%	14.8%
Q3d. Active Living and Parks	1.0%	0.3%	0.8%	2.3%	6.3%	8.6%	19.9%	19.4%	17.2%	16.7%	7.6%
Q3e. Libraries	1.0%	1.3%	2.0%	3.5%	7.3%	10.3%	11.3%	23.1%	23.6%	13.1%	3.5%
Q3f. County Fair	0.8%	1.3%	2.0%	3.3%	6.3%	7.8%	14.8%	18.5%	21.8%	19.3%	4.3%
Q3g. Cabarrus Arena and Events Center	0.5%	0.0%	2.0%	2.0%	4.3%	8.3%	13.5%	25.8%	26.3%	13.8%	3.5%
Q3h. Animal Control services	2.5%	2.5%	1.5%	1.8%	6.8%	10.5%	10.8%	15.8%	14.5%	27.3%	6.0%
Q3i. Flood damage prevention	3.8%	1.0%	3.3%	2.5%	6.5%	6.8%	9.0%	7.8%	6.8%	38.7%	13.8%

Q3. Using a scale of 1 to 9, where 1 is "very negative" and 9 is "very positive," please rate your overall impression of the following programs and services offered by Cabarrus County, by circling the corresponding number below. If you have heard of the program or service but don't know enough to rate it, circle "99." If you have never heard of the program or service, circle "88." (Without "Don't Know" and "Have Not Heard")

Excluding "don't knows" and "have not heard"

(N=406)

	Very Negative	02	03	04	05	06	07	08	Very Positive
Q3a. Election services	1.6%	2.8%	1.6%	2.8%	9.1%	10.1%	22.3%	24.8%	24.8%
Q3b. Senior services	2.8%	2.3%	4.7%	2.8%	6.1%	12.6%	22.0%	25.7%	21.0%
Q3c. Veterans services	5.5%	5.5%	4.9%	4.3%	14.1%	12.9%	16.6%	18.4%	17.8%
Q3d. Active Living and Parks	1.3%	0.3%	1.0%	3.0%	8.3%	11.3%	26.3%	25.7%	22.7%
Q3e. Libraries	1.2%	1.5%	2.4%	4.2%	8.7%	12.3%	13.6%	27.7%	28.3%
Q3f. County Fair	1.0%	1.6%	2.6%	4.3%	8.2%	10.2%	19.3%	24.3%	28.5%
Q3g. Cabarrus Arena and Events Center	0.6%	0.0%	2.4%	2.4%	5.2%	10.0%	16.4%	31.2%	31.8%
Q3h. Animal Control services	3.8%	3.8%	2.3%	2.6%	10.2%	15.8%	16.2%	23.7%	21.8%
Q3i. Flood damage prevention	7.9%	2.1%	6.9%	5.3%	13.8%	14.3%	19.0%	16.4%	14.3%

Q4. Using a scale of 1 to 9, where 1 is "not very important" and 9 is "very important," please indicate how important the following Cabarrus County programs and services are to your perception of overall quality of life in Cabarrus County. If you have heard of the program or service but don't know enough to rate it, circle "99." If you have never heard of the program or service, circle "88."

(N=406)

	Not Very Import	02	03	04	05	06	07	08	Very Import	Don't- Know	Not Heard
Q4a. Cabarrus County Senior Centers	0.8%	0.0%	1.5%	1.0%	3.8%	5.5%	12.1%	12.1%	23.9%	30.2%	9.3%
Q4b. Cabarrus County Parks	0.3%	0.5%	0.8%	0.8%	3.8%	5.8%	15.5%	27.6%	36.3%	6.5%	2.3%
Q4c. Cabarrus County recreation leagues and classes	1.5%	0.5%	1.5%	1.0%	5.5%	7.8%	15.3%	22.1%	23.9%	14.6%	6.3%
Q4d. Cabarrus County Public Libraries	1.3%	1.0%	1.3%	1.0%	6.0%	7.0%	17.0%	19.5%	37.5%	6.8%	1.8%
Q4e. Cabarrus County Fair	2.0%	2.0%	3.0%	4.8%	9.6%	12.4%	18.9%	15.7%	20.5%	8.8%	2.3%
Q4f. Cabarrus Arena and Events Center	1.3%	0.8%	2.0%	3.8%	6.6%	8.3%	19.4%	22.5%	25.5%	7.1%	2.8%
Q4g. Conservation easements	1.5%	0.3%	1.3%	1.3%	6.5%	8.6%	11.3%	16.9%	14.9%	22.9%	14.6%
Q4h. Emergency preparedness	0.8%	0.0%	0.8%	1.5%	2.8%	3.5%	10.8%	20.4%	37.5%	14.4%	7.6%
Q4i. Veterans services	1.8%	0.0%	1.8%	1.5%	5.0%	4.3%	9.3%	14.1%	28.2%	24.2%	9.8%
Q4j. Transportation van service for seniors/ persons with disabilities	1.5%	0.3%	1.5%	0.8%	4.0%	4.8%	10.0%	17.0%	31.1%	20.6%	8.5%
Q4k. Housing rehabilitation	2.5%	0.5%	0.8%	2.5%	7.1%	5.3%	17.1%	10.8%	17.4%	24.4%	11.6%
Q4l. Land use planning	1.3%	1.3%	1.8%	2.3%	6.5%	7.0%	12.3%	13.8%	24.1%	19.5%	10.3%
Q4m. Economic development	1.5%	0.8%	2.3%	2.0%	4.5%	7.3%	12.0%	19.5%	30.6%	13.8%	5.8%
Q4n. Zoning services	1.8%	1.3%	1.3%	3.0%	6.0%	6.0%	15.3%	15.3%	19.3%	22.6%	8.0%
Q4o. Tax relief exemptions	3.0%	1.8%	2.5%	2.3%	5.0%	5.5%	11.8%	12.6%	21.2%	21.9%	12.3%
Q4p. Landfill/Household Hazardous Waste Center (recycling and composting)	1.5%	1.3%	0.5%	3.0%	4.5%	6.0%	14.0%	20.8%	35.5%	9.5%	3.5%
Q4q. Cooperative Extension programs	2.0%	1.0%	0.0%	1.8%	3.8%	5.1%	12.7%	13.5%	16.2%	26.9%	17.0%

Q4. Using a scale of 1 to 9, where 1 is "not very important" and 9 is "very important," please indicate how important the following Cabarrus County programs and services are to your perception of overall quality of life in Cabarrus County. If you have heard of the program or service but don't know enough to rate it, circle "99." If you have never heard of the program or service, circle "88." (Without "Don't Know" and "Have Not Heard")

Excluding "don't knows" and "have not heard"

(N=406)

	Not Very Important	02	03	04	05	06	07	08	Very Import
Q4a. Cabarrus County Senior Centers	1.2%	0.0%	2.5%	1.7%	6.2%	9.1%	19.9%	19.9%	39.4%
Q4b. Cabarrus County Parks	0.3%	0.5%	0.8%	0.8%	4.1%	6.3%	17.0%	30.2%	39.8%
Q4c. Cabarrus County recreation leagues and classes	1.9%	0.6%	1.9%	1.3%	7.0%	9.8%	19.4%	27.9%	30.2%
Q4d. Cabarrus County Public Libraries	1.4%	1.1%	1.4%	1.1%	6.6%	7.7%	18.6%	21.3%	41.0%
Q4e. Cabarrus County Fair	2.3%	2.3%	3.4%	5.4%	10.8%	13.9%	21.3%	17.6%	23.0%
Q4f. Cabarrus Arena and Events Center	1.4%	0.8%	2.2%	4.2%	7.3%	9.2%	21.6%	24.9%	28.3%
Q4g. Conservation easements	2.4%	0.4%	2.0%	2.0%	10.5%	13.7%	18.1%	27.0%	23.8%
Q4h. Emergency preparedness	1.0%	0.0%	1.0%	1.9%	3.5%	4.5%	13.9%	26.1%	48.1%
Q4i. Veterans services	2.7%	0.0%	2.7%	2.3%	7.6%	6.5%	14.1%	21.4%	42.7%
Q4j. Transportation van service for seniors/ persons with disabilities	2.1%	0.4%	2.1%	1.1%	5.7%	6.7%	14.1%	24.0%	43.8%
Q4k. Housing rehabilitation	3.9%	0.8%	1.2%	3.9%	11.0%	8.3%	26.8%	16.9%	27.2%
Q4l. Land use planning	1.8%	1.8%	2.5%	3.2%	9.3%	10.0%	17.5%	19.6%	34.3%
Q4m. Economic development	1.9%	0.9%	2.8%	2.5%	5.6%	9.0%	15.0%	24.3%	38.0%
Q4n. Zoning services	2.5%	1.8%	1.8%	4.3%	8.7%	8.7%	22.1%	22.1%	27.9%
Q4o. Tax relief exemptions	4.6%	2.7%	3.8%	3.4%	7.7%	8.4%	18.0%	19.2%	32.2%
Q4p. Landfill/Household Hazardous Waste Center (recycling and composting)	1.7%	1.4%	0.6%	3.4%	5.2%	6.9%	16.1%	23.9%	40.8%
Q4q. Cooperative Extension programs	3.6%	1.8%	0.0%	3.2%	6.8%	9.0%	22.6%	24.0%	29.0%

Q4a. Which FIVE of the items listed above do you think should be the County's top strategic priorities over the next 5 to 10 years to preserve and/or enhance the overall quality of life in Cabarrus County? (Top Five)

<u>Q4a. Sum of Top 5 Choices</u>	<u>Number</u>	<u>Percent</u>
M=Economic development	186	45.8 %
H=Emergency preparedness	163	40.1 %
L=Land use planning	150	36.9 %
B=Cabarrus County parks	122	30.0 %
D=Cabarrus County Public libraries	112	27.6 %
P=Landfill/Household Hazardous Waste Center (recycling and composting)	106	26.1 %
I=Veterans service	105	25.9 %
A=Cabarrus County Senior centers	97	23.9 %
O=Tax relief exemptions	93	22.9 %
J=Transportation van services for Seniors/persons with disabilities	92	22.7 %
N=Zoning services	67	16.5 %
K=Housing rehabilitation	58	14.3 %
Z=None Chosen	50	12.3 %
G=Conservation easements	48	11.8 %
C=Cabarrus County Recreation leagues and classes	46	11.3 %
F=Cabarrus Arena and Events Center	35	8.6 %
E=Cabarrus County Fair	27	6.7 %
Q=Cooperative extensions programs	20	4.9 %
Total	1577	

Q4b. Which FIVE of the items listed above would you be most willing to pay more for to avoid reductions in service or decreased quality? (Top Five)

<u>Q4b. Sum of Top Five Choices</u>	<u>Number</u>	<u>Percent</u>
Z=None Chosen	184	45.3 %
H=Emergency preparedness	100	24.6 %
B=Cabarrus County parks	94	23.2 %
D=Cabarrus County Public libraries	79	19.5 %
M=Economic development	72	17.7 %
I=Veterans service	62	15.3 %
J=Transportation van services for Seniors/persons with disabilities	59	14.5 %
P=Landfill/Household Hazardous Waste Center (recycling and composting)	58	14.3 %
A=Cabarrus County Senior centers	54	13.3 %
L=Land use planning	47	11.6 %
O=Tax relief exemptions	32	7.9 %
C=Cabarrus County Recreation leagues and classes	31	7.6 %
K=Housing rehabilitation	29	7.1 %
N=Zoning services	28	6.9 %
G=Conservation easements	21	5.2 %
F=Cabarrus Arena and Events Center	17	4.2 %
E=Cabarrus County Fair	14	3.4 %
Q=Cooperative extensions programs	8	2.0 %
Total	989	

Q5. Within the past year, have you used a Cabarrus County public library?

Q5. Within the past year, have you used a Cabarrus County public library?	Number	Percent
1=Yes	241	59.4 %
2=No	164	40.4 %
9=Don't Know	1	0.2 %
Total	406	100.0 %

Q6. Is there a public library branch in a convenient location for you to use?

Q6. Is there a public library branch in a convenient location for you to use?	Number	Percent
1=Yes	309	76.1 %
2=No	69	17.0 %
3=Don't know	28	6.9 %
Total	406	100.0 %

Q7. Using a scale of 1 to 9, where 1 is "very dissatisfied" and 9 is "very satisfied," please rate your satisfaction with the following library services provided by Cabarrus County by circling the corresponding number below:

(N=406)

	Very Dissat- isfied	02	03	04	05	06	07	08	Very Satisf- ied	Don't Know
Q7a. Library locations	2.7%	1.7%	1.5%	1.7%	5.5%	6.9%	9.7%	15.1%	42.9%	12.2%
Q7b. Library operating hours	4.2%	2.5%	2.0%	3.5%	8.2%	10.2%	12.9%	12.4%	26.8%	17.4%
Q7c. Library book/ material collections	1.7%	0.5%	2.2%	3.5%	5.5%	6.7%	14.2%	17.4%	24.9%	23.4%
Q7d. eResources	2.0%	0.5%	0.7%	1.2%	5.7%	4.0%	8.7%	13.2%	18.7%	45.1%
Q7e. Online catalog	1.0%	1.0%	1.7%	1.2%	4.7%	3.7%	8.2%	13.7%	17.5%	47.1%
Q7f. Children's programs	1.7%	0.7%	2.2%	1.2%	2.7%	5.0%	7.7%	10.9%	17.6%	50.1%
Q7g. Teen programs	1.7%	1.2%	1.5%	1.7%	2.5%	4.2%	5.5%	6.7%	12.5%	62.3%
Q7h. Adult programs	2.0%	1.2%	2.5%	1.2%	2.0%	6.0%	9.2%	9.2%	13.9%	52.7%
Q7i. Helpfulness of library staff	1.7%	0.7%	1.0%	1.0%	1.7%	2.5%	9.2%	17.9%	40.0%	24.1%
Q7j. Customer service provided at the library	1.2%	1.0%	0.7%	1.2%	2.7%	3.0%	8.2%	18.6%	38.4%	25.0%

Q7. Using a scale of 1 to 9, where 1 is "very dissatisfied" and 9 is "very satisfied," please rate your satisfaction with the following library services provided by Cabarrus County by circling the corresponding number below:(Without "Don't Know")

Excluding "don't knows"

(N=406)

	Very Dissati- sified	02	03	04	05	06	07	08	Very Satisfi- ed
Q7a. Library locations	3.1%	2.0%	1.7%	2.0%	6.2%	7.9%	11.0%	17.2%	48.9%
Q7b. Library operating hours	5.1%	3.0%	2.4%	4.2%	9.9%	12.3%	15.6%	15.0%	32.4%
Q7c. Library book/ material collections	2.3%	0.6%	2.9%	4.5%	7.1%	8.8%	18.5%	22.7%	32.5%
Q7d. eResources	3.6%	0.9%	1.4%	2.3%	10.5%	7.3%	15.9%	24.1%	34.1%
Q7e. Online catalog	1.9%	1.9%	3.3%	2.4%	9.0%	7.1%	15.6%	25.9%	33.0%
Q7f. Children's programs	3.5%	1.5%	4.5%	2.5%	5.5%	10.0%	15.4%	21.9%	35.3%
Q7g. Teen programs	4.6%	3.3%	4.0%	4.6%	6.6%	11.3%	14.6%	17.9%	33.1%
Q7h. Adult programs	4.2%	2.6%	5.3%	2.6%	4.2%	12.6%	19.5%	19.5%	29.5%
Q7i. Helpfulness of library staff	2.3%	1.0%	1.3%	1.3%	2.3%	3.3%	12.1%	23.6%	52.8%
Q7j. Customer service provided at the library	1.7%	1.3%	1.0%	1.7%	3.6%	4.0%	10.9%	24.8%	51.2%

Q8. Did you vote in the last election in Cabarrus County?

Q8. Did you vote in the last election in Cabarrus County?	Number	Percent
1=Yes	310	76.4 %
2=No	87	21.4 %
9=Don't know	9	2.2 %
Total	406	100.0 %

Q8a. [If YES to #8] Did you vote on election day at your precinct or did you vote early at the Board of Elections office?

Q8a. Did you vote on election day at your precinct or early at the Board of Elections office?	Number	Percent
1=On election day	209	67.4 %
2=Early at Board of Elections Office	95	30.6 %
3=Don't remember	6	1.9 %
Total	310	100.0 %

Q8b. Do you support the implementation of fewer and larger voting precincts?

Q8b. Do you support the implementation of fewer and larger voting precincts?	Number	Percent
1=Yes	95	30.6 %
2=No	153	49.4 %
3=Don't know	62	20.0 %
Total	310	100.0 %

Q9. How likely would you be to vote early if it were available at more convenient locations throughout the County?

Q9. How likely would you be to vote early if it were available at more convenient locations throughout the County?

	Number	Percent
1=Definitely would vote early	160	39.4 %
2=Probably would vote early	95	23.4 %
3= Might or might not vote early	73	18.0 %
4=Probably would not vote early	33	8.1 %
5=Definitely would not vote early	23	5.7 %
6=Don't know	22	5.4 %
Total	406	100.0 %

Q10. How informed are you about Cabarrus County Government issues?

Q10. How informed are you about Cabarrus County Government issues?

	Number	Percent
1=Not informed at all	54	13.3 %
2=A little informed	87	21.4 %
3=Somewhat informed	192	47.3 %
4=Very informed	53	13.1 %
5=Don't know	20	4.9 %
Total	406	100.0 %

Q11. How interested are you about Cabarrus County Government issues?

Q11. How interested are you about Cabarrus County Government issues?

	Number	Percent
1=Not interested at all	10	2.5 %
2=A little interested	59	14.5 %
3=Somewhat interested	180	44.3 %
4=Very interested	146	36.0 %
5=Don't know	11	2.7 %
Total	406	100.0 %

Q12. How engaged are you in the work of Cabarrus County Government?

Q12. How engaged are you in the work of Cabarrus County Government?	Number	Percent
1=Not engaged at all	162	39.9 %
2=A little engaged	101	24.9 %
3=Somewhat engaged	103	25.4 %
4=Very engaged	23	5.7 %
5=Don't know	17	4.2 %
Total	406	100.0 %

Q13. Please indicate whether you are aware of the following opportunities offered by Cabarrus County to involve residents in decision-making for Cabarrus County government issues by circling YES or NO.

(N=406)

	Yes 1	No 2
Q13a. Public meetings	60.9%	39.1%
Q13b. Public hearings	54.8%	45.3%
Q13c. Serving on citizen committees	32.3%	67.7%

Q14. Which of the following sources do you use to obtain information about the programs and services Cabarrus County Government offers? (check all that apply)

Q14. Which of the following sources do you use to obtain information?	Number	Percent
B=Newspaper	200	49.3 %
E=Mail	179	44.1 %
F=County website/Cabarruscounty.us	167	41.1 %
M=Word-of-mouth (family member or neighbor)	165	40.6 %
C=Television (not including Gov. Channel)	143	35.2 %
A=Radio	75	18.5 %
D=Government Channel 22	72	17.7 %
G=Cabarrus County Social media	67	16.5 %
H=Cabarrus County Email newsletter	62	15.3 %
J=Watching County Commission meetings	53	13.1 %
I=Attending County Commission meetings	23	5.7 %
N=Other	13	3.2 %
L=Watching County Commission on YouTube	10	2.5 %
K=Following County Commission meetings on Twitter	6	1.5 %
Total	1235	

Q14a. Of the sources listed above, which THREE are most important to you? (Top Three)

Q14a. Sum of Top 3 Choices	Number	Percent
B=Newspaper	160	39.4 %
F=County website/Cabarruscounty.us	147	36.2 %
E=Mail	146	36.0 %
C=Television (not including Gov. Channel)	122	30.0 %
H=Cabarrus County Email newsletter	60	14.8 %
Z=None chosen	49	12.1 %
A=Radio	47	11.6 %
G=Cabarrus County Social media	45	11.1 %
D=Government Channel 22	41	10.1 %
M=Word-of-mouth (family member or neighbor)	33	8.1 %
N=Other	33	8.1 %
J=Watching County Commission meetings	22	5.4 %
I=Attending County Commission meetings	14	3.4 %
L=Watching County Commission on YouTube	7	1.7 %
K=Following County Commission meetings on Twitter	4	1.0 %
Total	930	

Q15. Are you aware of the Cabarrus County Government Channel, which is cable channel 22?

Q15. Are you aware of the Cabarrus County Government Channel, which is cable channel 22?	Number	Percent
1=Yes	185	45.6 %
2=No	217	53.4 %
9=Don't know	4	1.0 %
Total	406	100.0 %

Q16. [IF YES to #15] Overall, do you find the programs on Channel 22 entertaining, informative and/or helpful to you?

Q16. Overall, do find the programs on Channel 22 entertaining, informative and/or helpful to you?	Number	Percent
1=Yes	118	63.8 %
2=No	40	21.6 %
9=Don't know	27	14.6 %
Total	185	100.0 %

Q17. Are you aware that you can watch many of Channel 22's shows On Demand, on the Cabarrus County website and/or YouTube channel?

Q17. Are you aware that you can watch many of Channel 22's shows On Demand, on the Cabarrus County website and/or YouTube channel?	Number	Percent
1=Yes	82	20.2 %
2=No	305	75.1 %
9=Don't know	19	4.7 %
Total	406	100.0 %

Q18. Do you rely on the Cabarrus County website, social media, e-newsletter and/or Channel 22 for news and information about Cabarrus County (check all that apply):

Q18. you rely on the Cabarrus County website, social media, e-newsletter and/or Channel 22 for news and information about Cabarrus County

	Number	Percent
1=On regular basis	56	13.8 %
2=When emergency affects my area	56	13.8 %
3=When hot topics are discussed	57	14.0 %
4=Occasionally	151	37.2 %
5=Never	244	60.1 %
Total	564	

Q19. In the last year, how have you acted on news and information you received from the Cabarrus County website, social media, e-newsletter and/or Channel 22 by (check all that apply):

Q19. In the last year, have you acted on news and information you received from the Cabarrus County website, social media, e-newsletter and/or Channel 22 by

	Number	Percent
1=Sharing with my family, friends and/or neighbor	165	40.6 %
2=Sharing via social media	44	10.8 %
3=Registering for an event	40	9.9 %
4=Applying for a service	34	8.4 %
5=Contacting a County department	54	13.3 %
6=Performing additional research on the topic	66	16.3 %
7=No Action	144	35.5 %
9=None chosen	78	19.2 %
Total	625	

Q20. Do you have access to the Internet or the World Wide Web?

Q20. Do you have access to the Internet or the World Wide Web?

	Number	Percent
1=Yes	369	90.9 %
2=No	35	8.6 %
9=Not provided	2	0.5 %
Total	406	100.0 %

Q21. Are you aware of the County's website, www.cabarruscounty.us?

Q21. Are you aware of the County's website, www.cabarruscounty.us?

	Number	Percent
1=Yes	302	74.4 %
2=No	102	25.1 %
9=Not provided	2	0.5 %
Total	406	100.0 %

Q21a. Have you ever visited www.cabarruscounty.us?

Q21a. Have you ever visited www.cabarruscounty.us?

	Number	Percent
1=Yes	249	82.5 %
2=No	53	17.5 %
Total	302	100.0 %

Q21b. [IF YES to #21a] For what reason did you use the County's website?

- Additional information about sheriff dept.
- Agenda information, budget, elected officials
- Apply for job.
- Bill information, services.
- Board of elections information
- Browse taxes, pay taxes, new land records.
- Business personal property, building standards.
- Check on a 5k registration.
- Check on events or parks.
- Contact county services.
- Curiosity.
- Current events.
- Current events.
- Election, taxes, fair
- Employment and bills.
- Employment.
- Employments, other services.
- Engineering
- Events
- Events
- Events, news, meetings
- Find contacts and applications.
- Find hours for land fill.
- Find out about waste restrictions/sign up for classes.
- General info, calendar, tax info
- GIS
- GIS info, permits, library info, election info
- GIS lookup

Q21b. [IF YES to #21a] For what reason did you use the County's website? (continued)

- GIS property information
- GIS, property information
- GIS, recycling.
- GIS, tax records
- Info on parks and to pay utility bill.
- Information
- information
- information
- Information
- Information look up
- Information on events.
- Information, entertainment, claims
- Information.
- Job
- Job application and county info.
- Job hunting
- Job, info about city offices, phone numbers.
- Jobs, departmental information, tax records. Other records
- Jobs, events.
- Just to look at it.
- Just to look up what is happening.
- Just wanted to see what was there.
- Landfill hours, community planning contact.
- Library information, county tax.
- Library information.
- Local attractions, county services.
- Look for recycling centers/tax information
- Look up information
- Names of elected officials and their contact info.
- News, employment, county fair
- Online payment
- Parks and rec, recycling.
- Parks, events, library
- Parks, events, library
- Pay car reg. check on trash recycling calendars. Holiday closings, hours of operation.
- Pay car taxes.
- Pay county taxes.
- Pay county taxes.
- Pay property tax.
- Pay taxes
- Pay taxes, check on activities, check on property.
- Pay taxes, park info
- Pay taxes.

Q21b. [IF YES to #21a] For what reason did you use the County's website? (continued)

- Pay utility bill, access info on yard waste, programs.
- Pay water bill, taxes.
- Phone numbers.
- Police dept., locations
- Research property values and taxes.
- Research.
- Road construction.
- School system/jobs
- School system/jobs
- Senior services for parent and other various
- Services.
- Sherriff office
- Summer activities for special needs children.
- Tax bill.
- Tax info
- Tax info
- Taxes, irrigation system
- Taxes, irrigation system
- To be sure it was available when I needed to learn something.
- To find voting sites and senior citizen information.
- To learn about our county.
- To look for local farmers markets and current events in the area.
- To look up county personnel.
- To pay taxes.
- To scan for information.
- To try to find a phone number.
- Upcoming events, pay water bill.
- View services for court house, recycle center.
- Who was running for local election and school board issues.

Q21c. [IF YES to #21a] Was the website easy to navigate?

Q21c. Was the County's website easy to navigate	Number	Percent
1=Yes	219	88.0 %
2=No	26	10.4 %
9=Don't know	4	1.6 %
Total	249	100.0 %

Q21d. Did you find what you were looking for on the County website?

Q21d. Did you find what you were looking for on the County website?	Number	Percent
1=Yes	226	90.8 %
2=No	10	4.0 %
9=Don't know	13	5.2 %
Total	249	100.0 %

Q22. Thinking of the information you receive from the Cabarrus County website, social media, e-newsletter and/or Channel 22, please rate your level of agreement with:

(N=406)

	Strongly Disagree	02	03	04	Strongly Agree	Don't Know
Q22a. I trust the information	2.6%	1.8%	10.5%	28.9%	36.1%	20.2%
Q22b. The information is timely	2.3%	3.1%	12.6%	26.9%	32.1%	23.1%
Q22c. The information is easy to understand	1.5%	2.1%	11.8%	25.7%	39.1%	19.8%
Q22d. The information has educational value	2.1%	3.1%	9.8%	30.2%	31.8%	23.0%
Q22e. The information has improved my quality of life or that of someone I know	7.2%	6.4%	17.4%	18.5%	19.7%	30.8%

Q22. Thinking of the information you receive from the Cabarrus County website, social media, e-newsletter and/or Channel 22, please rate your level of agreement with: (Without "Don't Know")

Excluding "don't knows"

(N=406)

	Strongly Disagree	02	03	04	Strongly Agree
Q22a. I trust the information	3.2%	2.2%	13.1%	36.2%	45.2%
Q22b. The information is timely	3.0%	4.0%	16.3%	35.0%	41.7%
Q22c. The information is easy to understand	1.9%	2.6%	14.7%	32.1%	48.7%
Q22d. The information has educational value	2.7%	4.0%	12.8%	39.3%	41.3%
Q22e. The information has improved my quality of life or that of someone I know	10.4%	9.3%	25.2%	26.7%	28.5%

Q23. Prior to receiving this survey, had you heard about "Cabarrus County Transportation Service" (CCTS), which provides transportation throughout Cabarrus County at little or no cost to residents who, because of age, disability or income restraints, do not have access to conventional public transportation options?

Q23. Have you heard about Cabarrus County Transportation Service	Number	Percent
1=Yes	255	62.8 %
2=No	151	37.2 %
Total	406	100.0 %

Q23a. Have you used the service?

Q23a. Have you used the service?	Number	Percent
1=Yes	16	6.3 %
2=No	227	89.0 %
9=Don't know	12	4.7 %
Total	255	100.0 %

Q24. How important do you think it is for the County to provide CCTS services to Cabarrus County residents?

Q24. How important do you think it is for the County to provide CCTS services to Cabarrus County residents?	Number	Percent
1=Very important	248	61.1 %
2=Important	77	19.0 %
3=Somewhat important	53	13.1 %
4=Not important	8	2.0 %
5=Not important at all	8	2.0 %
9=Don't know	12	3.0 %
Total	406	100.0 %

Q25. Please rate your satisfaction with the County emergency services you have relied on.

(N=406)

	Very Dissat	02	03	04	05	06	07	08	Very Satis- fied	Don't Know
Q25a. Cabarrus County 9-1-1 call center	0.5%	0.8%	0.3%	0.5%	3.5%	3.5%	6.3%	14.5%	38.3%	31.8%
Q25b. Cabarrus County Sheriff's Office	1.8%	1.0%	0.8%	0.5%	2.8%	3.8%	11.6%	15.1%	31.0%	31.7%
Q25c. Cabarrus County Emergency Medical Services (EMS)	0.0%	0.5%	0.5%	0.5%	1.0%	2.0%	8.3%	14.3%	37.9%	34.9%
Q25d. Cabarrus County Fire Marshal's Office	0.8%	0.8%	0.3%	0.0%	1.3%	3.0%	6.6%	12.4%	24.5%	50.5%
Q25e. Local response following a natural disaster (flood, tornado, etc.)	0.5%	1.0%	0.5%	0.5%	2.8%	3.5%	6.6%	10.4%	16.4%	57.8%

Q25. Please rate your satisfaction with the County emergency services you have relied on. (Without "Don't Know")

Excluding "don't knows"

(N=406)

	Very Dissatis- fied	02	03	04	05	06	07	08	Very Satis- fied
Q25a. Cabarrus County 9-1-1 call center	0.7%	1.1%	0.4%	0.7%	5.1%	5.1%	9.2%	21.3%	56.3%
Q25b. Cabarrus County Sheriff's Office	2.6%	1.5%	1.1%	0.7%	4.1%	5.5%	17.0%	22.1%	45.4%
Q25c. Cabarrus County Emergency Medical Services (EMS)	0.0%	0.8%	0.8%	0.8%	1.5%	3.1%	12.7%	22.0%	58.3%
Q25d. Cabarrus County Fire Marshal's Office	1.5%	1.5%	0.5%	0.0%	2.6%	6.1%	13.3%	25.0%	49.5%
Q25e. Local response following a natural disaster (flood, tornado, etc.)	1.2%	2.4%	1.2%	1.2%	6.6%	8.4%	15.6%	24.6%	38.9%

Q26. Using a scale of 1 to 5, where 1 is "strongly disagree" and 5 is "strongly agree," please rate your level of agreement with the following statements by circling the corresponding number below:

(N=406)

	Strongly Disagree	02	03	04	Strongly Agree	Don't Know
Q26a. Have adequate access to recreation facilities, such as athletic fields, gymnasiums, pools, walking trails, etc.	6.7%	4.5%	9.5%	25.4%	47.0%	7.0%
Q26b. Cabarrus County's services for its aging population are adequate	3.5%	5.0%	13.4%	19.2%	18.9%	40.0%
Q26c. Cabarrus County's facilities (senior centers) for its aging population are adequate	3.3%	4.3%	13.3%	14.8%	21.3%	43.1%

Q26. Using a scale of 1 to 5, where 1 is "strongly disagree" and 5 is "strongly agree," please rate your level of agreement with the following statements by circling the corresponding number below: (Without "Don't Know")

Excluding "don't knows"

(N=406)

	Strongly Disagree	02	03	04	Strongly Agree
Q26a. have adequate access to recreation facilities, such as athletic fields, gymnasiums, pools, walking trails, etc.	7.2%	4.8%	10.2%	27.3%	50.5%
Q26b. Cabarrus County's services for its aging population are adequate	5.8%	8.3%	22.4%	32.0%	31.5%
Q26c. Cabarrus County's facilities (senior centers) for its aging population are adequate	5.7%	7.5%	23.3%	26.0%	37.4%

Q27. In the last year, how many times have you visited or used Frank Liske, Camp T.N. Spencer and/or North Cabarrus park(s)?

Q27. In the last year, how many times have you visited or used Frank Liske, Camp T.N. Spencer and/or North Cabarrus park(s)?

	Number	Percent
0=None	101	24.9 %
1=1-5 times	177	43.6 %
2=6-10 times	63	15.5 %
3=11-25 times	38	9.4 %
4=26-50 times	9	2.2 %
5=50+ times	11	2.7 %
9=Don't know	7	1.7 %
Total	406	100.0 %

Q28. Is there anything that prevents you from using a public park more often than you currently do?

- Disabilities.
- Access
- Busy
- Children are grown now, used them when they were younger.
- Closeness to home.
- Closeness to house.
- Crowded.
- Current work schedule.
- Distance.
- Distance.
- Do not have family to share public parks with.
- Don't know where it is.
- Equipment for kids to play with are too boring for older kids we have.
- Family illness
- Family obligations
- Putt Putt should be open at night when it is cooler.
- Gas prices.
- Gas, timing.
- Have to work to pay bills.
- Hours of operation during winter months.
- Hours of operation.
- I do not drive, there are no sidewalks, the roads are very dangerous.
- I have arthritis.
- I just don't want to.
- Just moved here.
- Lack of grandchildren in NC
- Lack of services @ parks.
- Location is not convenient
- Needs more to do there.

Q28. Is there anything that prevents you from using a public park more often than you currently do?
(continued)

- No shade.
- No sidewalk close to my road before I get past KMS.
- None here where I live in Mt Pleasant, would love to have access to a gym.
- Not enough time.
- Not interested.
- Not really, I try to go as much as I can.
- Parks seem adequate. Personal preference to use or not use.
- Public park locations.
- Scared. Bad people.
- School and work
- The restrictions for having parties/times.
- They are located so far away from my home.
- Too little time.
- Time management.
- Time, family, busy schedule
- Time, weather.
- Too little time.
- Too crowded with Hispanics.
- Too far away.
- Too far from home, closer parks to home.
- Too many uncontrollable, not safe looking people at facility. We don't feel safe.
- Traffic.
- Unable to walk.
- Use Dorton
- Weather and work schedule.
- Work/lack of time.
- Working hours and lighting at the park.
- Would like more music activities, concerts in Harrisburg area.

Q29. In the last year, how many times have you visited or used the Concord or Mt. Pleasant Senior Center?

Q29. In the last year, how many times have you visited or used the Concord or Mt. Pleasant Senior Center?	Number	Percent
0=None	348	85.7 %
1=1-5 times	26	6.4 %
2=6-10 times	11	2.7 %
3=11-25 times	6	1.5 %
4=26-50 times	3	0.7 %
5=50+ times	5	1.2 %
9=Don't know	7	1.7 %
Total	406	100.0 %

Q30. Does anything prevent you from using senior center more often than you currently do?

- Busy and no knowledge of senior centers.
- Complete lack of bus services.
- Did not know about it.
- Didn't realize you could just volunteer/freely visit.
- Do not know the programs they have.
- Don't know activities, did not know Mt Pleasant had a senior center.
- Don't know where it is located.
- Don't know where it is located.
- Don't need it currently.
- Family illness
- Family obligations
- Gas prices
- Haven't had the need.
- I use to have bridge lessons, but they do not have enough room now.
- Just not interested.
- Location
- Need more information about them and closer to Kannapolis-concord area.
- Need transportation. Also unable to walk down to meet a ride because I use a walker and I have porch stairs and cement steps.
- Never heard of it.
- No desire to do so.
- No idea where it is or what it can be used for.
- No need.
- No reason to go.
- Not interested.
- Not large enough, very small.
- Seems to be a lot of seniors here, so I hope by the time I get up in age, there will be a lot more to do.
- Services were cut.
- No time
- Too cumbersome to travel there need to be more concerned about people in Kannapolis and build a center here.
- Too far away.
- Unaware of programs.

Q31. Have you contacted Cabarrus County during the past year?

Q31. Have you contacted Cabarrus County during the past year?	Number	Percent
1=Yes	161	39.7 %
2=No	245	60.3 %
Total	406	100.0 %

Q31a-e. Please rate your satisfaction with the County employees in the Department you spoke with in regard to the following:

(N=161)

	Very Dissat	02	03	04	05	06	07	08	Very Satis-fied	Don't Know
Q31a. How easy they were to contact	5.6%	4.3%	1.9%	3.1%	5.0%	3.7%	10.6%	19.3%	46.6%	0.0%
Q31b. The way you were treated	6.2%	0.6%	3.1%	3.1%	3.1%	1.9%	10.6%	21.1%	50.3%	0.0%
Q31c. The accuracy of the information and the assistance you were given	5.6%	1.9%	3.1%	4.3%	1.9%	5.0%	9.3%	20.5%	48.4%	0.0%
Q31d. How quickly County staff responded	6.2%	3.7%	1.2%	5.6%	3.7%	3.7%	11.2%	19.3%	43.5%	1.9%
Q31e. How well your issue was handled	6.8%	2.5%	3.7%	1.2%	5.0%	4.3%	5.6%	19.9%	49.1%	1.9%

Q31a-e. Please rate your satisfaction with the County employees in the Department you spoke with in regard to the following: (Without "Don't Know")

Excluding "don't knows"

(N=161)

	Very Dissat	02	03	04	05	06	07	08	Very Satis-fied
Q31a. How easy they were to contact	5.6%	4.3%	1.9%	3.1%	5.0%	3.7%	10.6%	19.3%	46.6%
Q31b. The way you were treated	6.2%	0.6%	3.1%	3.1%	3.1%	1.9%	10.6%	21.1%	50.3%
Q31c. The accuracy of the information and the assistance you were given	5.6%	1.9%	3.1%	4.3%	1.9%	5.0%	9.3%	20.5%	48.4%
Q31d. How quickly County staff responded	6.3%	3.8%	1.3%	5.7%	3.8%	3.8%	11.4%	19.6%	44.3%
Q31e. How well your issue was handled	7.0%	2.5%	3.8%	1.3%	5.1%	4.4%	5.7%	20.3%	50.0%

Q32. During the last 20 years, Cabarrus County constructed 19 public schools and the Sheriff's Administration and Detention Facility, renovated 35 school facilities and completed other projects. The projects were partially financed through low-interest loans. This resulted in a current debt obligation of approximately \$469 million (principal and interest). The yearly payment on this amount is \$42 million or 20% of the County's total operating budget. Of the debt, 74% goes toward public schools, 22% toward the Sheriff's Administration and Detention Facility and 4% toward other projects. Knowing this, which of the following BEST describes your view regarding the amount of debt that has been issued by the County.

Q32. Which of the following BEST describes your view regarding the amount of debt that has been issued by the County?

	Number	Percent
1=A financial challenge that must be addressed immediately.	63	15.5 %
2=A financial challenge; however, the construction projects were necessary to keep up with growth	173	42.6 %
3=Not much of a financial challenge; the construction projects were necessary to keep up with growth	46	11.3 %
4=Not a financial challenge and new debt may be necessary to keep up with future growth.	41	10.1 %
5=Don't know	83	20.4 %
Total	406	100.0 %

Q33. Approximately how many years have you lived in Cabarrus County?

Q33. Approximately how many years have you lived in Cabarrus County?

	Number	Percent
1=0 to 5	58	14.3 %
2=6 to 10	80	19.7 %
3=11 to 20	115	28.3 %
4=21 to 30	53	13.1 %
5=31+	97	23.9 %
9=Not Provided	3	0.7 %
Total	406	100.0 %

Q34. Which of the following best describes your race/ethnicity

Q34. Which of the following best describes your race/ethnicity

	Number	Percent
1=Asian/Pacific Islander	8	2.0 %
2=Black/African American	61	15.0 %
3=Hispanic	41	10.1 %
4=White	289	71.2 %
5=American Indian/Eskimo	6	1.5 %
6=Other	5	1.2 %
9=Not provided	9	2.2 %
Total	419	

Q35. How many persons, counting you, are currently living in your household?

	Mean	Sum
number	2.86	1146
Under age 10	0.33	133
Ages 11-19	0.45	179
Ages 20-44	0.72	290
Ages 45-64	0.97	390
Ages 65+	0.38	154

Q36. Which of the following best describes your total annual household income?

Q36. Which of the following best describes your total annual household income?

	Number	Percent
1=Under \$35,000	95	23.4 %
2=\$35,000 - \$59,999	75	18.5 %
3=\$60,000 - \$99,999	85	20.9 %
4=More than \$100,000	88	21.7 %
9=Not provided	63	15.5 %
Total	406	100.0 %

Q37. Your gender:

Q37. Your gender:	Number	Percent
1=Male	189	46.6 %
2=Female	217	53.4 %
Total	406	100.0 %

Q38. Would you be interested in being placed on a list to receive information on community events and Cabarrus County news by email?

Q38. Would you be interested in being placed on a list to receive information on community events and Cabarrus County news by email?

	Number	Percent
1=Yes	139	34.2 %
2=No	267	65.8 %
Total	406	100.0 %

Section 6:
Survey Instrument

2014 Cabarrus County Community Survey

Thank you for taking time to complete this important survey. The Board of County Commissioners will use your input to help improve the quality of County services. When you are finished, please return your completed survey in the postage-paid envelope provided.

Overall Ratings

1. Using a scale of 1 to 9, where 1 is “very dissatisfied” and 9 is “very satisfied,” please rate your satisfaction with the following aspects of living in Cabarrus County by circling the corresponding number below:

Thinking about Cabarrus County, how satisfied are you with:		1=Very DISSATISFIED 9=Very SATISFIED									Don't Know
A.	Open space preservation	1	2	3	4	5	6	7	8	9	99
B.	Pace of growth	1	2	3	4	5	6	7	8	9	99
C.	Crime prevention	1	2	3	4	5	6	7	8	9	99
D.	Safety response	1	2	3	4	5	6	7	8	9	99
E.	Protecting water quality & the environment	1	2	3	4	5	6	7	8	9	99
F.	Employment opportunities	1	2	3	4	5	6	7	8	9	99
G.	Availability of housing options for people in different income categories	1	2	3	4	5	6	7	8	9	99
H.	Ensuring the availability of affordable housing	1	2	3	4	5	6	7	8	9	99
I.	Availability of services for people with disabilities	1	2	3	4	5	6	7	8	9	99
J.	Educational facilities	1	2	3	4	5	6	7	8	9	99
K.	Courthouse facility	1	2	3	4	5	6	7	8	9	99
L.	Cultural facilities	1	2	3	4	5	6	7	8	9	99
M.	Availability of local foods	1	2	3	4	5	6	7	8	9	99

- 1a. Which **THREE** of the items listed above do you think should be the top priorities for leaders in Cabarrus County? [Write in the letters below for your top 3 choices using the letters from Question 1 above].

1st. ____ 2nd. ____ 3rd. ____

2. Using a scale of 1 to 9, where 1 is “very dissatisfied” and 9 is “very satisfied,” please rate your satisfaction with the following issues that impact your perception of Cabarrus County by circling the corresponding number below:

How would you rate your satisfaction with:		1=Very DISSATISFIED 9=Very SATISFIED									Don't Know
A.	The county as a place to live	1	2	3	4	5	6	7	8	9	99
B.	The county as a place to raise children	1	2	3	4	5	6	7	8	9	99
C.	The county as a place to work	1	2	3	4	5	6	7	8	9	99
D.	The county as a place to retire	1	2	3	4	5	6	7	8	9	99
E.	Overall value that you receive for your county tax dollars & fees	1	2	3	4	5	6	7	8	9	99
F.	Overall quality of life in the county	1	2	3	4	5	6	7	8	9	99
G.	Overall quality of county services offered to citizens	1	2	3	4	5	6	7	8	9	99
H.	Overall image of the county	1	2	3	4	5	6	7	8	9	99
I.	Ease of travel in the county	1	2	3	4	5	6	7	8	9	99
J.	How safe you feel in your neighborhood during the day	1	2	3	4	5	6	7	8	9	99
K.	How safe you feel in your neighborhood at night	1	2	3	4	5	6	7	8	9	99
L.	How safe you feel in County parks	1	2	3	4	5	6	7	8	9	99

3. Using a scale of 1 to 9, where 1 is “very negative” and 9 is “very positive,” please rate your overall impression of the following programs and services offered by Cabarrus County, by circling the corresponding number below. If you have heard of the program or service but don’t know enough to rate it, circle “99.” If you have never heard of the program or service, circle “88.”

What is your impression of:		1=Very NEGATIVE 9=Very POSITIVE									Don't Know	Have Not Heard
A.	Election services	1	2	3	4	5	6	7	8	9	99	88
B.	Senior services	1	2	3	4	5	6	7	8	9	99	88
C.	Veterans services	1	2	3	4	5	6	7	8	9	99	88
D.	Active Living and Parks	1	2	3	4	5	6	7	8	9	99	88
E.	Libraries	1	2	3	4	5	6	7	8	9	99	88
F.	County Fair	1	2	3	4	5	6	7	8	9	99	88
G.	Cabarrus Arena and Events Center	1	2	3	4	5	6	7	8	9	99	88
H.	Animal Control services	1	2	3	4	5	6	7	8	9	99	88
I.	Flood damage prevention	1	2	3	4	5	6	7	8	9	99	88

4. Using a scale of 1 to 9, where 1 is “not very important” and 9 is “very important,” please indicate how important the following Cabarrus County programs and services are to your perception of overall quality of life in Cabarrus County. If you have heard of the program or service but don’t know enough to rate it, circle “99.” If you have never heard of the program or service, circle “88.”

What is your impression of:		1=Not Very Important 9=Very Important									Don't Know	Have Not Heard
A.	Cabarrus County Senior Centers	1	2	3	4	5	6	7	8	9	99	88
B.	Cabarrus County Parks	1	2	3	4	5	6	7	8	9	99	88
C.	Cabarrus County recreation leagues and classes	1	2	3	4	5	6	7	8	9	99	88
D.	Cabarrus County Public Libraries	1	2	3	4	5	6	7	8	9	99	88
E.	Cabarrus County Fair	1	2	3	4	5	6	7	8	9	99	88
F.	Cabarrus Arena and Events Center	1	2	3	4	5	6	7	8	9	99	88
G.	Conservation easements	1	2	3	4	5	6	7	8	9	99	88
H.	Emergency preparedness	1	2	3	4	5	6	7	8	9	99	88
I.	Veterans services	1	2	3	4	5	6	7	8	9	99	88
J.	Transportation van service for seniors/persons with disabilities	1	2	3	4	5	6	7	8	9	99	88
K.	Housing rehabilitation	1	2	3	4	5	6	7	8	9	99	88
L.	Land use planning	1	2	3	4	5	6	7	8	9	99	88
M.	Economic development	1	2	3	4	5	6	7	8	9	99	88
N.	Zoning services	1	2	3	4	5	6	7	8	9	99	88
O.	Tax relief exemptions	1	2	3	4	5	6	7	8	9	99	88
P.	Landfill/Household Hazardous Waste Center (recycling and composting)	1	2	3	4	5	6	7	8	9	99	88
Q.	Cooperative Extension programs	1	2	3	4	5	6	7	8	9	99	88

- 4a. Which FIVE of the items listed above do you think should be the County’s top strategic priorities over the next 5 to 10 years to preserve and/or enhance the overall quality of life in Cabarrus County? [Write in the letters below using the letters from the list in Question 4 above].

1st. _____ 2nd. _____ 3rd. _____ 4th. _____ 5th. _____

4b. Which FIVE of the items listed above would you be most willing to pay more for to avoid reductions in service or decreased quality? [Write in the letters below using the letters from the list in Question 4 above]. If you would not be willing to pay more for any of the items listed, circle "NONE."

NONE 1st: ____ 2nd: ____ 3rd: ____ 4th: ____ 5th: ____

Library Services

5. Within the past year, have you used a Cabarrus County public library?
 ____ (1) Yes ____ (2) No
6. Is there a public library branch in a convenient location for you to use?
 ____ (1) Yes ____ (2) No ____ (3) Don't know
7. Using a scale of 1 to 9, where 1 is "very dissatisfied" and 9 is "very satisfied," please rate your satisfaction with the following library services provided by Cabarrus County by circling the corresponding number below:

How satisfied are you with:		1=Very DISSATISFIED 9=Very SATISFIED									Don't Know
A.	Library locations	1	2	3	4	5	6	7	8	9	99
B.	Library operating hours	1	2	3	4	5	6	7	8	9	99
C.	Library book/material collections	1	2	3	4	5	6	7	8	9	99
D.	eResources	1	2	3	4	5	6	7	8	9	99
E.	Online catalog	1	2	3	4	5	6	7	8	9	99
F.	Children's programs	1	2	3	4	5	6	7	8	9	99
G.	Teen programs	1	2	3	4	5	6	7	8	9	99
H.	Adult programs	1	2	3	4	5	6	7	8	9	99
F.	Helpfulness of library staff	1	2	3	4	5	6	7	8	9	99
G.	Customer service provided at the library	1	2	3	4	5	6	7	8	9	99

Election Services

8. Did you vote in the last election in Cabarrus County? ____ (1) Yes ____ (2) No
- 8a. [If YES to #8] Did you vote on election day at your precinct or did you vote early at the Board of Elections office?
 ____ (1) On election day
 ____ (2) Early at Board of Elections office
 ____ (3) Don't remember
- 8b. [If YES to #8] Do you support the implementation of fewer and larger voting precincts?
 ____ (1) Yes
 ____ (2) No
 ____ (3) Don't know
9. How likely would you be to vote early if it were available at more convenient locations throughout the County? Would you say...
 ____ (1) Definitely would vote early ____ (4) Probably would not vote early
 ____ (2) Probably would vote early ____ (5) Definitely would not vote early
 ____ (3) Might or might not vote early ____ (6) Don't know

20. Do you have access to the Internet or the World Wide Web? ___(1) Yes ___(2) No
21. Are you aware of the County’s website, www.cabarruscounty.us? ___(1) Yes ___(2) No
- 21a. [If YES to #21] Have you ever visited www.cabarruscounty.us? ___(1) Yes ___(2) No
- 21b. [If YES to #21a] For what reason did you use the County’s website?
- _____
- 21c. [If YES to #21a] Was the County’s website easy to navigate? ___(1) Yes ___(2) No
- 21d. [If YES to #21a] Did you find what you were looking for on the County website?
___(1) Yes ___(2) No

22. Using a scale of 1 to 5, where 1 is “strongly disagree” and 5 is “strongly agree,” please rate your level of agreement with the following statements by circling the corresponding number below:

Thinking of the information you receive from the Cabarrus County website, social media, e-newsletter and/or Channel 22, please rate your level of agreement with:		1=Strongly DISAGREE 5=Strongly AGREE					Don't Know
		1	2	3	4	5	
A.	I trust the information	1	2	3	4	5	99
B.	The information is timely	1	2	3	4	5	99
C.	The information is easy to understand	1	2	3	4	5	99
D.	The information has educational value	1	2	3	4	5	99
E.	The information has improved my quality of life or that of someone I know	1	2	3	4	5	99

Public Transportation

23. Prior to receiving this survey, had you heard about “Cabarrus County Transportation Service” (CCTS), which provides transportation throughout Cabarrus County at little or no cost to residents who, because of age, disability or income restraints, do not have access to conventional public transportation options?
___(1) Yes [If YES, go to #23a] ___(2) No
- 23a. [If YES to #23] Have you used the service? ___(1) Yes ___(2) No
24. How important do you think it is for the County to provide CCTS services to Cabarrus County residents?
___(1) Very important
___(2) Important
___(3) Somewhat important
___(4) Not important
___(5) Not important at all

Emergency Services

25. Please rate your satisfaction with the County emergency services you have relied on.

How satisfied are you with:		1=Very DISSATISFIED 9=Very SATISFIED									Don't Know
		1	2	3	4	5	6	7	8	9	
A.	Cabarrus County 9-1-1 call center	1	2	3	4	5	6	7	8	9	99
B.	Cabarrus County Sheriff’s Office	1	2	3	4	5	6	7	8	9	99
C.	Cabarrus County Emergency Medical Services (EMS)	1	2	3	4	5	6	7	8	9	99
D.	Cabarrus County Fire Marshal’s Office	1	2	3	4	5	6	7	8	9	99
E.	Local response following a natural disaster (flood, tornado, etc.)	1	2	3	4	5	6	7	8	9	99

Funding

32. During the last 20 years, Cabarrus County constructed 19 public schools and the Sheriff's Administration and Detention Facility, renovated 35 school facilities and completed other projects. The projects were partially financed through low-interest loans. This resulted in a current debt obligation of approximately \$469 million (principal and interest). The yearly payment on this amount is \$42 million or 20% of the County's total operating budget. Of the debt, 74% goes toward public schools, 22% toward the Sheriff's Administration and Detention Facility and 4% toward other projects. Knowing this, which of the following BEST describes your view regarding the amount of debt that has been issued by the County.

- (1) A financial challenge that must be addressed immediately.
- (2) A financial challenge; however, the construction projects were necessary to keep up with growth.
- (3) Not much of a financial challenge; the construction projects were necessary to keep up with growth.
- (4) Not a financial challenge and new debt may be necessary to keep up with future growth.
- (5) Don't know

Demographics

To ensure that the people who respond to this survey accurately represent the residents of Cabarrus County, please provide the demographic information listed below.

33. Approximately how many years have you lived in Cabarrus County? _____ years

34. Which of the following best describes your race/ethnicity (check all that apply)?

- | | |
|---|---|
| <input type="checkbox"/> (1) Asian/Pacific Islander | <input type="checkbox"/> (4) White |
| <input type="checkbox"/> (2) Black/African American | <input type="checkbox"/> (5) American Indian/Eskimo |
| <input type="checkbox"/> (3) Hispanic | <input type="checkbox"/> (6) Other: _____ |

35. How many persons, counting you, are currently living in your household?

- | | | | | | |
|--------------|-------|------------|-------|----------|-------|
| Under age 10 | _____ | Ages 20-44 | _____ | Ages 65+ | _____ |
| Ages 11-19 | _____ | Ages 45-64 | _____ | | |

36. Which of the following best describes your total annual household income?

- | | |
|---|---|
| <input type="checkbox"/> (1) Under \$35,000 | <input type="checkbox"/> (3) \$60,000 to \$99,999 |
| <input type="checkbox"/> (2) \$35,000 to \$59,999 | <input type="checkbox"/> (4) more than \$100,000 |

37. Your gender: (1) Male (2) Female

38. Would you be interested in being placed on a list to receive information on community events and Cabarrus County news by email?

- (1) Yes: Please provide your e-mail address: _____
- (2) No

39. Do you have any other suggestions for how the County could serve you better?

This concludes the survey. Thank you for your time!

**Please return your survey in the postage-paid envelope addressed to ETC Institute.
725 W. Frontier Circle, Olathe, KS 66061**

Your responses will remain Completely Confidential. The information printed on the sticker to the right will ONLY be used to help identify which areas of the County are having problems with County services. If your address is not correct, please provide the correct information.



CABARRUS COUNTY
BOARD OF COMMISSIONERS
WORK SESSION

JUNE 2, 2014
4:00 P.M.

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Humane Society of Concord and Greater Cabarrus County - Annual Partnership Update

BRIEF SUMMARY:

Judy Sims, Humane Society Executive Director, will present an annual update on Humane Society activities and goals in its partnership with Cabarrus County.

REQUESTED ACTION:

Receive input.

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Mike Downs, County Manager
Judy Sims, Humane Society Executive Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

[Presentation](#)



Humane Society of Concord & Cabarrus County Animal Control *Partnership Status*

Shelter Management Program

Judy Sims

Executive Director, Humane Society of Concord



Status Summary

- June 30th marks the end of the 1st two year partnership between “The Humane Society Of Concord & Greater Cabarrus County” and “Cabarrus County Animal Control”
- This partnership has strengthened our Non-Profit Organization’s value-added services to the residents, animals, Animal Control and other rescues of Cabarrus County.



Benefits

- Realizing our goal of reducing euthanasia rates in Cabarrus County
- Proactively vaccinating and removing puppies and kittens from the shelter and into foster care has helped to reduce the spread of communicable diseases.
- Full time Rescue Coordinator moving animals out of Cabarrus County and into rescues all over the US

Analysis

- The following two slides represent the numbers of animals that came through Animal Control during calendar year 2013.
- The numbers reflect the decrease in euthanasia since the inception of our partnership.
- The second chart shows the comparison between year 2012 and 2013 showing a marked decrease in numbers.



Progress:

ANIMAL'S RESCUED BY THE HUMANE SOCIETY OF CONCORD:

	DOGS			CATS		
	AC	HS	%	AC	HS	%
1st Qrt, 2013	435	215	50%	185	90	50%
2nd Qrt, 2013	481	237	50%	511	303	60%
3rd Qrt, 2013	533	296	56%	484	221	46%
4th Qrt, 2013	318	169	53%	285	170	60%



Progress, Cont.:

EUTHANASIA RATE:	2012	2013
1st Quarter	58%	21%
2nd Quarter	67%	25%
3rd Quarter	44%	37%
4th Quarter	28%	0%
TOTALS	49%	20%

Humane Society Assumed Responsibility July 1, 2012



Progress, Cont.:

- Local rescues are routinely pulling;
- Animals are now photographed on intake by AC Officers;
- All adoptable animals now vaccinated on intake;
- Lost and found now in place on Sheriff's website;
- Monthly Rabies Clinic now being held at County Shelter;
- Exercise yard has been installed;



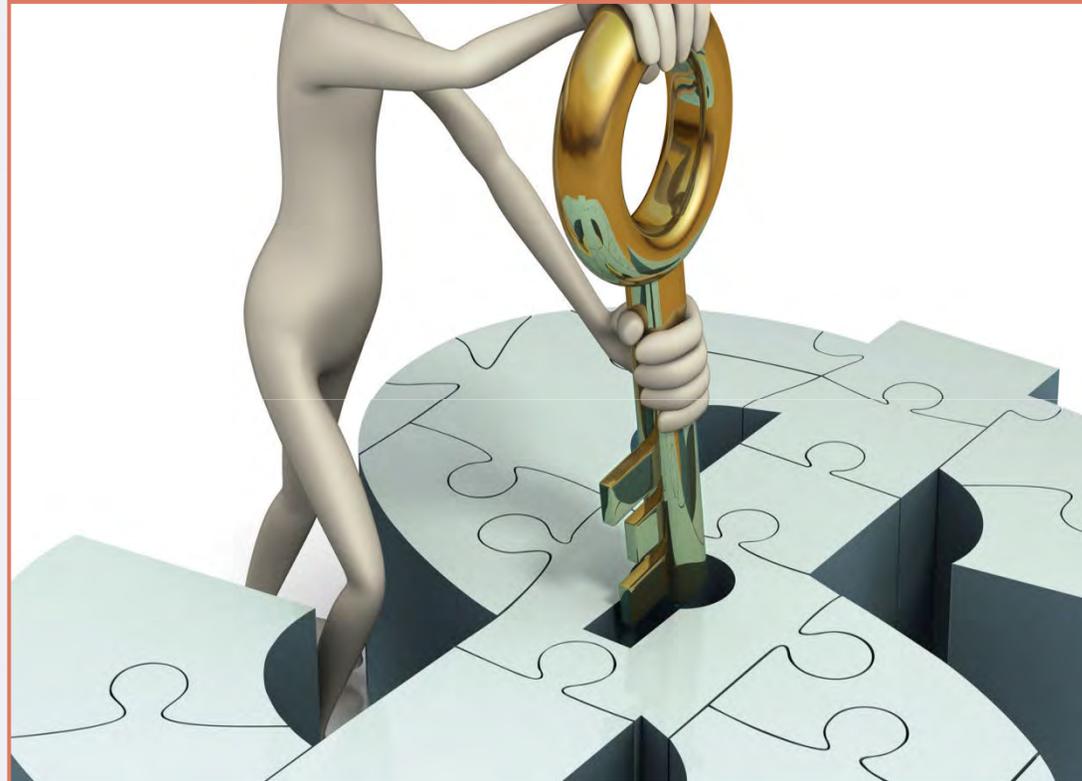
Progress, Cont.:

- A Standard Operating Procedure has been created, approved by the State Dept. of Agriculture and adopted by Cab. Co. Animal Control detailing proper procedures for after hours;
- Process for managing sick or injured animals after hours has been identified and is in place using Mt. Pleasant Animal Hospital;
- HSOC has a Certified Rabies Vaccinator as well as a trained Humane Euthanasia Technician (for emergencies only);



Progress, Cont.:

- All Goals and Attention Areas from Last Year Have Been Met by Both HSOC, the County and Animal Control;
- This Partnereship Has Been Very Successful and The Animals of Cabarrus County are the Winners!!!



Cabarrus County Animal Control & The Humane Society Of Concord & Greater Cabarrus County.....The key to GREAT things for the future of animals of Cabarrus County!!



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**JUNE 2, 2014
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Human Resources - Results of Compensation Study

BRIEF SUMMARY:

A compensation study has been completed by The Mercer Group, Inc. The study included a market comparison study and a compression adjustment calculation and methodology. Mr. Phillip Robertson, Senior Vice-President of The Mercer Group, Inc., will review the results and recommendations.

REQUESTED ACTION:

Review compensation study results.
Address questions as it relates to the FY15 budget request.

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Lundee Covington, Human Resources Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

DRAFT – FOR MANAGEMENT AND COMMISSION DISCUSSION
ONLY

**COMPENSATION, CLASSIFICATION, AND
COMPRESSION ADJUSTMENT STUDY**

**DRAFT FINAL REPORT FOR
CABARRUS COUNTY, NORTH CAROLINA**

May 16, 2014

THE MERCER GROUP, INC.

**COMPENSATION AND CLASSIFICATION STUDY
DRAFT FINAL REPORT FOR
CABARRUS COUNTY**

I. BACKGROUND

The Mercer Group, Inc. was retained by Cabarrus County to conduct a Classification, Compensation, and Compression Adjustment Study.

The County was seeking the services of a human resources consultant to:

Conduct a Compensation Study to evaluate the County's current pay structure to ensure that the County is competitive within the market for employees.

Conduct a Classification Study for the County's administrative positions and positions in the General Services department to ensure that the current duties being performed in these positions was reflected accurately in the placement of the positions in the County's current salary pay grade structure.

Conduct a Compression Adjustment Study to calculate the cost of moving employees farther along in their current pay range based on their time in their current position, thus alleviating "compression" in cases where long term employees were being paid at the same rate as shorter term employees.

II. METHODOLOGY

A. Compensation Study

The Compensation/Market Survey is a data-collection process which ensures a fair and equitable comparison of the pay structure. The result of this process is the accurate comparison of the County's pay plan with the pay plans of comparable organizations.

The primary objective of the market survey and analysis is to determine how the compensation levels for the County's job classes compare to that of similar employers with whom the County must compete for employees.

The results of the market survey are used to accurately evaluate the County pay plan's competitive position in the marketplace, ensuring the ability of the County to recruit and retain qualified employees and to provide an effective basis for managing salary costs.

Survey Benchmark Position Selection

The second step in preparing for the market survey is the identification and selection of Benchmark positions. The benchmark positions are positions contained in the County's classification system for which adequate market matches can be found. Benchmark positions provide a reference point for developing salary recommendations for all non-benchmark positions.

Benchmark positions are those which meet the following criteria:

- Well-defined positions presumed to exist within the local government and private organizations which are to be surveyed;
- Encompass a variety of skill levels within the organization;
- Reasonably well known and understood positions which are clearly and concisely described;
- Represent a variety of pay levels within the organization.

The benchmark positions selected for the comparison salary survey are listed below:

- ACCOUNTANT
- ACCOUNTING SUPERVISOR
- ADMINISTRATIVE ASSISTANT
- ANALYST / PROGRAMMER
- ASSISTANT FINANCE DIRECTOR
- BUDGET ANALYST
- BUILDING INSPECTOR
- BUILDING MAINTENANCE TECHNICIAN
- CAPTAIN
- CHIEF INSPECTOR
- CHILD SUPPORT SUPERVISOR I
- CIVILIAN TELECOMMUNICATOR
- CUSTODIAN
- DEPUTY COUNTY MANAGER
- DEPUTY REGISTER OF DEEDS
- DEPUTY SHERIFF
- DISPATCHER
- ELECTRICIAN
- EMERGENCY MEDICAL SERVICES DIRECTOR
- EMERGENCY MEDICAL TECHNICIAN - BASIC

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- EMS SHIFT SUPERVISOR
- ENTRY LEVEL GROUNDS MAINTENANCE TECHNICIAN
- ENTRY LEVEL ADMINISTRATIVE SUPPORT
- ENTRY LEVEL HUMAN RESOURCES TECHNICIAN
- ENTRY LEVEL PLANNER
- FINANCE DIRECTOR
- FIRE MARSHAL
- FLEET MAINTENANCE SUPERVISOR
- GIS ADMINISTRATOR
- HEAVY EQUIPMENT OPERATOR
- HUMAN RESOURCES ANALYST
- HUMAN RESOURCES DIRECTOR
- HVAC TECHNICIAN
- I.T. HELP DESK TECHNICIAN
- INCOME MAINT. CASEWORKER II
- INFORMATION TECHNOLOGY DIRECTOR
- LEAD CUSTODIAN
- LIBRARIAN
- LIBRARY ASSISTANT
- MANAGER OF REAL PROPERTY APPRAISAL
- MANAGER OF TAX COLLECTIONS
- MECHANIC
- NETWORK & COMMUNICATIONS SUPERVISOR
- NETWORK ENGINEER
- NON-SWORN JAIL DETENTION OFFICER
- PARAMEDIC
- PAYROLL SPECIALIST
- PLANNING AND DEVELOPMENT DIRECTOR
- PURCHASING AGENT
- REAL PROPERTY APPRAISER
- SAFETY AND RISK MANAGER
- SENIOR CENTER PROGRAMS COORDINATOR
- SENIOR CENTER SUPERVISOR
- SENIOR GROUNDS MAINTENANCE TECHNICIAN
- SENIOR PLANNER
- SOC. SVCS. INCOME MAINTENANCE TECHNICIAN
- SOCIAL WORK SUPERVISOR III
- SOCIAL WORKER I
- SOCIAL WORKER II
- SOCIAL WORKER III

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- SWORN SERGEANT
- TRANSPORTATION DRIVER
- VETERAN SERVICES DIRECTOR
- ZONING COMPLIANCE INSPECTOR

Data for each matching position was supplied by the market organizations. That data consisted of the title of the position in the particular responding market organization as well as the minimum salary for the position and the maximum salary for the position.

Compensation Study Findings:

The County's entry level salary rate was, on average, 2.69% above the overall market average entry level salary rate.

Compensation Study Recommendations:

The County does not currently need to adjust its pay plan; however, it is recommended that the Market Survey be repeated at intervals, determined by the County, to ensure that the County remains competitive in its pay plan structure.

B. Classification Study

The classification process was used to evaluate the County's administrative positions and positions in the County's General Services Department to determine if those positions were properly classified (set at the correct pay grade for the duties and responsibilities associated with the position) and whether they were properly titled.

Position description questionnaires (see Appendix 1, below) were distributed to and completed by each incumbent included in the Classification Study. Further, each incumbent was interviewed to ensure that the consultant had a thorough understanding of the minimum requirements of the position.

Based on that understanding, the Mercer Group, Inc. Factor Evaluation System (FES) was used to provide a numerical rating for all positions that were included in the study. In addition a new titling structure was developed for the administrative positions.

(Factor evaluation systems provide a method of classifying positions based on the work performed. The systems generally are easy to understand and apply and can be used to classify and re-classify both permanent and part-time positions.)

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In developing the factor system used by the Mercer Group the following principles were applied:

- Important elements of each job should be measured by consistent factors.
- The factors must be explainable and clearly defined.
- Factors should relate to observable and measurable aspects of the job.
- Factors should relate to the business of the organization, i.e. local government.
- The number of factors should be limited for administrative ease but should reflect all aspects of the positions rated.

The factors used in the Mercer FES are:

Factor 1 - Knowledge Required:

Assigns points based on skills, knowledge, and educational level required by the job.

Factor 2 - Supervisory Controls:

Points are assigned based on the nature and extent of direct supervision required over the position.

Factor 3 - Supervision Exercised:

Measures the amount of supervision or management exercised by the position.

Factor 4 - Guidelines:

Measures the nature of existing guidelines and the judgment needed to apply them.

Factor 5 - Complexity:

Measures the nature, number, variety and intricacy of tasks, steps or processes in the work performed by the position.

Factor 6 - Scope and Effect:

Measures the nature of the work and its effect both inside and outside the organization.

Factor 7 - Personal Contacts:

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1. **Education and Experience:** Please list the level of education, years of experience, and any courses, certifications, or licenses that you think should be required to be hired into your job.

2. **Assignment, Review, and Approval of Work:**

- a. Describe how your work is assigned, reviewed, and approved. Who does this review and approval, and how often?

- b. Describe any work that does not require approval.

3. **Supervision Given:** Are there other employees of your organization for whom you approve requests for time off, provide input on their performance evaluation, initiate disciplinary action, or provide input on decisions to hire or fire? If yes, please complete pages 4 and 5. Please provide information on pages 4 and 5 for any temporary employees, volunteers, or interns that you may supervise or if you are the supervisor in the absence of your supervisor. If you have no supervisory responsibilities please skip to question 4 at the top of page 6.

13. **Additional Information:** Provide any additional information that you feel should be in this Position Questionnaire in order to accurately describe the duties and responsibilities of your position. This can include information for topics covered in the questionnaire, or comments about any other areas of your job that will give a better understanding of the work that you do.

REVIEW BY IMMEDIATE SUPERVISOR

1. Please provide your comments, exceptions, or additions to any of the employee's responses to the topic areas of this Position Questionnaire.

2. What do you consider to be the most important duties of this position?

REVIEW BY DEPARTMENT HEAD

Please provide your own comments relating to the responses of the incumbent and/or the Supervisor, and any additional information that might be appropriate to properly define the duties and responsibilities of this position.

Signature of the Department Head indicating review of the questionnaire:

Classification Study Findings:

General Services

Numerous positions in the General Services Department are currently classified at a lower pay grade than the minimum required duties and responsibilities warrant. The Department itself is providing services beyond those usually provided by local government general services operations.

Administrative Positions

Numerous administrative positions are currently classified at a lower pay grade than the minimum required duties and responsibilities of the position warrant. Further, a complete overhaul of the titling structure for administrative positions was indicated, as some incumbents were properly classified for the pay grade associated with their title, while others of the same title were not. It is essential that a particular title across an organization always carries the same pay grade.

Classification Study Recommendations:

General Services:

Adopt the new titling and pay grade structure, assigning incumbents to a Title and Pay Grade as appropriate based on the results of the questionnaire, interview, and position factoring for their current position. Change the name of the department to the Department of Infrastructure and Asset Management.

General Services, New Titling and Pay Grade Structure

CURRENT TITLE	CURRENT PAY GRADE	NEW TITLE	PAY GRADE
BUILDING MAINTENANCE MECHANIC	63		66
HVAC TECHNICIAN	66		68
HVAC TECHNICIAN	66	SENIOR HVAC TECHNICIAN	67
SENIOR ELECTRICAL TECHNICIAN	67		67
SPECIAL PROJECTS COORDINATOR	68	FACILITIES PROJECT COORDINATOR	69
BLDG MAINTENANCE CREW CHIEF	67		70
CUSTODIAL SUPERVISOR	68		72
GRDS MAINTENANCE SUPERVISOR	69		72
BLDG MAINTENANCE SUPERVISOR	70		72
SUSTAINABILITY MANAGER	77		77

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ASST DIRECTOR OF GENERAL SVCS 74

INFRASTRUCTURE & ASSET MANAGEMENT ASSISTANT DIRECTOR 78

DIRECTOR OF GENERAL SVCS 81

INFRASTRUCTURE & ASSET MANAGEMENT DIRECTOR 83

Administrative Positions:

Adopt the new titling and pay grade structure organization-wide, assigning incumbents to a new Title and Pay Grade as appropriate based on the results of the questionnaire, interview, and position factoring for their current position. (For full before listing on Administrative Positions see **Exhibit 1.**)

Administrative Positions, New Titling and Pay Grade Structure

Title	Pay Grade
ADMINISTRATIVE ASSOCIATE	60
PROGRAM ASSOCIATE	81
ADMINISTRATIVE SPECIALIST	63
PROGRAM SPECIALIST	64
EXECUTIVE SPECIALIST	86

C. Compression Adjustment Study

Compression (Time In Position) Salary Adjustments

Salary Compression occurs during times of sporadic or scarce salary increases, usually as a result of lean budget years. Employees continue to be hired at the stated rates but there is little funding to increase those salaries outside of cost of living increases. This results in longer term employees being paid close to the rate of newly hired employees, often causing morale issues.

A Compression Adjustment moves employees farther along their salary range based on their time in their current position (not their time with the organization). This adjustment temporarily “fixes” the compression as if salary increases had been done over time.

The basic structure of a Compression Adjustment revolves around identifying a point in the organization’s pay plan ranges (here, Step 31 was chosen) and a reasonable amount of time that an employee would have taken to get to that point in the salary range (in this case 10 years was chosen).

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Application of the above structure to all employees would result in any employee who has been with the County for 10 years or more whose salary was less than the salary for Step 31 of the applicable pay grade being placed a Step 31, with the attendant salary increase.

The compression calculation for employees who have been in their current position for less than ten years is performed by first identifying the number of days the employee has been in their current position. This number is then divided by the number of days in ten years, resulting in the percentage of the distance from the minimum of the pay range to Step 31 that the employee should be placed. For example, if the employee has been employed for 365 days the employee's salary should be one tenth of the way from minimum to Step 31. That calculation is done and the results are compared to the employee's current salary. If the current salary is greater than the target compression salary, the employee's salary is not increased; if less, the employee is granted an increase.

Compression adjustments can be tailored to the available funding by manipulating the two parameters mentioned above, i.e. taking more time to reach a particular step, making the step less, or a combination of both.

Compression Adjustment Study Findings:

Using the parameters as described above, 590 employees would be eligible for a compression adjustment.

Compression Adjustment Study Recommendations:

Implement the compression adjustment using the stated parameters.

PROPOSED RECLASSIFICATIONS									
Classification Title	Current			Proposed					
	Grade	Minimum	Maximum	Classification Retitle	Grade	Minimum	Maximum		
OFFICE ASSISTANT	58	24,514.13	37,809.96	ADMINISTRATIVE ASSOCIATE	60	27,007.10	41,687.88		
WORD PROCESSOR III	59	25,732.92	39,721.21	ADMINISTRATIVE ASSOCIATE	60				
OFFICE ASSISTANT	58	24,514.13	37,809.96	PROGRAM ASSOCIATE	61	28,364.37	43,793.04		
SECRETARY	60	27,007.10	41,687.88	PROGRAM ASSOCIATE	61				
ACCOUNTING CLERK IV	61	28,364.37	43,793.04	PROGRAM ASSOCIATE	61				
ACCOUNTING CLERK IV	61	28,364.37	43,793.04	PROGRAM ASSOCIATE	61				
PROC ASST IV	61	28,364.37	43,793.04	PROGRAM ASSOCIATE	61				
ADMINISTRATIVE SECRETARY	62	29,777.06	45,981.31	PROGRAM ASSOCIATE	61				
SECRETARY	60	27,007.10	41,687.88	ADMINISTRATIVE SPECIALIST	63	31,272.84	48,280.40		
SECRETARY	60	27,007.10	41,687.88	ADMINISTRATIVE SPECIALIST	63				
SECRETARY	60	27,007.10	41,687.88	ADMINISTRATIVE SPECIALIST	63				
PROC ASST IV	61	28,364.37	43,793.04	ADMINISTRATIVE SPECIALIST	63				
ADMINISTRATIVE SECRETARY	62	29,777.06	45,981.31	ADMINISTRATIVE SPECIALIST	63				
ADMINISTRATIVE SECRETARY	62	29,777.06	45,981.31	ADMINISTRATIVE SPECIALIST	63				
ADMINISTRATIVE SECRETARY	62	29,777.06	45,981.31	ADMINISTRATIVE SPECIALIST	63				
ADMINISTRATIVE SECRETARY	62	29,777.06	45,981.31	ADMINISTRATIVE SPECIALIST	63				
ACCOUNTING CLERK IV	61	28,364.37	43,793.04	PROGRAM SPECIALIST	64	32,823.98	50,690.22		
ADMINISTRATIVE SECRETARY	62	29,777.06	45,981.31	PROGRAM SPECIALIST	64				
ADMINISTRATIVE SECRETARY	62	29,777.06	45,981.31	PROGRAM SPECIALIST	64				
ADMINISTRATIVE ASSISTANT	64	32,823.98	50,690.22	PROGRAM SPECIALIST	64				
ADMINISTRATIVE ASSISTANT	64	32,823.98	50,690.22	PROGRAM SPECIALIST	64				
ADMINISTRATIVE ASSISTANT	64	32,823.98	50,690.22	PROGRAM SPECIALIST	64				
ADMINISTRATIVE ASSISTANT	64	32,823.98	50,690.22	PROGRAM SPECIALIST	64				
ADMINISTRATIVE ASSISTANT	64	32,823.98	50,690.22	PROGRAM SPECIALIST	64				
ADMINISTRATIVE ASSISTANT	64	32,823.98	50,690.22	EXECUTIVE SPECIALIST	66	36,203.36	55,870.05		
ADMINISTRATIVE ASSISTANT	64	32,823.98	50,690.22	EXECUTIVE SPECIALIST	66				
BUILDING MAINTENANCE MECHANIC	63	31,272.84	48,280.40		65	34,458.29	53,210.91		
BUILDING MAINTENANCE MECHANIC	63	31,272.84	48,280.40		65				
BUILDING MAINTENANCE MECHANIC	63	31,272.84	48,280.40		65				
BUILDING MAINTENANCE MECHANIC	63	31,272.84	48,280.40		65				
HVAC TECHNICIAN	66	36,203.36	55,870.05		66	36,203.36	55,870.05		
HVAC TECHNICIAN	66	36,203.36	55,870.05	SENIOR HVAC TECHNICIAN	67	38,003.82	58,667.71		
HVAC TECHNICIAN	66	36,203.36	55,870.05	SENIOR HVAC TECHNICIAN	67				
SENIOR ELECTRICAL TECHNICIAN	67	38,003.82	58,667.71		67				
SPECIAL PROJECTS COORDINATOR	68	39,915.10	61,603.89	FACILITIES PROJECT COORDINATOR	69	41,909.47	64,678.52		
SPECIAL PROJECTS COORDINATOR	68	39,915.10	61,603.89	FACILITIES PROJECT COORDINATOR	69				
BUILDING MAINTENANCE CREW CHIEF	67	38,003.82	58,667.71		70	43,986.96	67,919.38		
CUSTODIAL SUPERVISOR	66	36,203.36	55,870.05		72	48,502.00	74,871.98		
GRDS MAINTENANCE SUPERVISOR	69	41,909.47	64,678.52		72				
BLDG MAINTENANCE SUPERVISOR	70	43,986.96	67,919.38		72				
SUSTAINABILITY MANAGER	77	61,908.58	95,563.57		77	61,908.58	95,563.57		
ASST DIRECTOR OF GENERAL SVCS	74	53,487.89	82,572.46	INFRASTRUCTURE & ASSET MANAGEMENT ASSISTANT DIRECTOR	78	65,010.92	100,355.61		
DIRECTOR OF GENERAL SVCS	81	75,259.76	116,172.07	INFRASTRUCTURE & ASSET MANAGEMENT DIRECTOR	83	82,866.27	128,062.89		

Article III. The Pay Plan

Section 1. Adoption

The salary schedule, reflecting salary grade and class titles, as set forth in the Job Classification Schedule, Appendix A, is hereby adopted as the pay plan for Cabarrus County.

Section 2. Administration of the Pay Plan

The County Manager shall be responsible for the administration and maintenance of the pay plan. The pay plan is intended to provide equitable compensation for all positions reflecting the differences in duties, responsibilities, and qualifications; the comparable rates of pay for positions in private and public employment in the area; the financial condition of the County; and other factors.

The pay plan of Cabarrus County shall be administered in a fair and systematic manner in accordance with work performed. The pay plan shall be externally competitive, shall maintain proper internal relationships among positions, and shall recognize performance as the basis for pay increases within the established salary range.

Salary or market comparison studies shall be conducted every two years during the first half of the fiscal year by an outside consultant to maintain a pay scale consistent with like jobs in the surrounding area and in similar governmental entities, with the recommended and approved changes being effective the first full pay period in January. Additionally, the County Manager shall, when necessary, make comparative studies of all factors affecting the level of salary ranges and shall recommend to the Board of Commissioners changes in salary ranges as warranted.

Section 3. Use of Salary Ranges

The following provisions shall govern the hiring rate of pay, as well as the granting of within-the-range pay increases:

- (a) **Hiring Range.** The hiring range for a vacant position is the entry or minimum rate through the job rate (levels 1 – 31) of the salary grade assigned to the job class for the position. Appointment within the hiring range is based on factors such as applicant qualifications being higher than the desired/required education, abilities and experience for the class; a shortage of available qualified applicants; and/or the refusal of qualified applicants to accept employment at the minimum rate for the grade. The County Manager has final appointment approval within the hiring range and in extraordinary circumstances may approve appointments above the job rate.
- (b) **Job Rate.** Level 31 is the job rate for each salary range and designates the minimum rate of pay a fully trained and qualified employee should receive for satisfactory performance.
- (c) **Merit Increase Administration.** Each year, an employee shall receive a performance evaluation and be considered for a merit increase on the anniversary of his or her date in that position. Merit increases are determined by the score received on the evaluation and any program adjustments. An employee must receive a 4.00 rating or greater to qualify. If an employee qualifies, the department head recommends a merit. After administrative review by the Human Resources Director, the increase is added to the employee's salary base.

An employee that receives a rating of 2.99 or lower normally requires additional development coaching and observation to bring his or her performance to position expectations. Department Heads are responsible for reasonable and appropriate action to assist an employee in attaining expected job performance. If an employee's performance does not meet expected levels within three months, disciplinary measures in accordance with Article VII shall begin.

An employee is eligible for a merit increase in accordance with the following:

Performance Evaluation		Point Spread	Merit Pay Increase	
From	To		Levels	% *
0.00	3.99	3.99	0	0.00
4.00	4.50	0.50	1	0.50
4.51	5.12	0.61	2	1.00
5.13	5.75	0.62	3	1.50
5.76	6.37	0.61	4	2.00
6.38	7.00	0.62	5	2.50

*approximately

- (d) Cost of Living Allowance: Adjustments are made at the beginning of each fiscal year based on the Consumer Price Index (CPI) increase for the previous calendar year, with the adjustment rounded down to the nearest 1/8%.
- (e) Salary Adjustments. Increases may be made to an employee's salary base if justified by an unusual or inequitable situation and approved by the County Manager.

Section 4. Payment at a Listed Rate

All employees covered by the pay plan shall be paid at a listed rate within the salary ranges established for their respective job classes except for employees in a trainee status, or employees whose present salaries are above the established maximum rate following transition to a new pay plan or due to a job status change.

Section 5. Salary of a Trainee

An applicant hired or an employee promoted to a position who does not meet all the established requirements of the position may be appointed at a rate in the pay plan below the minimum rate established for that position. The established trainee rate for any given position shall be the minimum rate for the salary grade below the one of that position. An employee at the trainee level shall be evaluated every six months. The department head may certify that the trainee is qualified to assume the full responsibilities of the position at the conclusion of any six month evaluation period. At this point the employee will be paid at the entry salary for the position. The employee then becomes eligible for merit increases on subsequent anniversaries of the date he or she was released from trainee status.

No employee shall remain in a trainee status (pay below lowest amount for salary grade assigned to his or her job classification) for more than 12 months.

This section shall not apply to employees covered by the State Personnel Act that are designated as trainees by the Office of State Personnel.

Section 6. Pay Rates in Promotion, Demotion, Transfer, and Reclassification

- (a) When an employee is promoted to a position in a higher salary range, the employee shall be eligible for a salary level increase equivalent to the competitive market rate, not to exceed the job rate of the position, with a minimum increase of 10 levels (approximately 5%).
- (b) When an employee is demoted for nondisciplinary reasons or has a job status change which results in a lower salary range being assigned to the employee's job, the employee's pay shall remain the same (except that it shall not exceed 15 pay levels (approximately 7.5%) over the maximum of the new range until general schedule adjustments or range revisions bring it back within the lower range); or his or her salary may be reduced to any amount in the lower salary range, as long as the reduced salary does not fall below the minimum salary rate of that range.
- (c) When an employee is demoted for disciplinary reasons which results in a lower salary range being assigned to the employee's job, the employee's pay will be placed at the job rate of the lower salary range or have his or her salary reduced by 20 pay levels (approximately 10%) whichever is less, upon the recommendation of the department head with the approval of the County Manager. In no case should the reduced salary fall below the minimum of the new salary range.
- (d) When an employee is transferred to a position in the same salary range, he or she will normally retain the same salary. Adjustments to the salary can be made for special situations, if justified, upon recommendation by the department head with the approval of the County Manager.
- (e) When a position is reclassified to a higher salary range, the employee in the position shall receive a 10 pay level increase (approximately 5%) or an increase to the entry level of the new salary grade, whichever is greater.
- (f) When a position is reclassified to a lower salary range, the employee's salary in the position moves to the new range at the current rate of pay. It cannot exceed the maximum rate of pay of the salary grade by more than fifteen pay levels (approximately 7.5%) until general schedule adjustments or range revisions bring it back within the lower range.

Section 7. Pay Rates in Pay Plan Adjustments

When the Board of Commissioners approves a change in salary range for a class of positions, the salaries of the employees whose positions are allocated to that class shall be affected as follows:

- (a) When a class of positions is assigned to a higher salary range, employees in those positions shall receive a 10 pay level increase (approximately 5%) or an increase to the entry level of the new salary grade, whichever is greater.
- (b) When a class of positions is assigned to a lower salary range, employees will move to the new salary grade and will retain their current rate of pay, not to exceed the maximum rate of pay of the salary grade by more than 15 pay levels (approximately 7.5%) until general schedule adjustments or range revisions bring it back within the lower range.

Section 8. Pay Rates For Interim Job Assignments

Occasionally a position vacancy or the long term absence of the person in the position requires the temporary assignment of all or part of such a position's duties to another County employee. A temporary salary increase may be implemented for an employee accepting such an assignment based upon the following scale, with the approval of the County Manager:

<u>POSITION</u>	<u>TEMPORARY SALARY INCREASE</u>
Department Head	10 to 40 pay levels (approximately 5 to 20 %)
Supervisory Positions	10 to 30 pay levels (approximately 5 to 15 %)
Other Key Positions	10 to 20 pay levels (approximately 5 to 10 %)

The amount of the temporary increase will be based upon department size, the significance of duties assumed, and the level of responsibility for persons, property and operations. Increases will not be given for additional duties that are routine or similar to those of an employee's regular job assignment.

Section 9. Pay for Part-Time Work

The pay plan established by this policy is for full time service. An employee appointed for less than full time service will be paid a prorated amount determined by converting the established salary to an hourly rate.

Section 10. Overtime

Overtime work shall be administered in accordance with Appendix B, Wage and Hour Policy.

Section 11. Call Back Pay

Any County employee eligible to receive overtime compensation or compensatory time as defined in Appendix B, Wage and Hour Policy shall be guaranteed a minimum of two hours for being called back to work outside of normal working hours.

Section 12. Longevity Pay Plan

The Cabarrus County Longevity Pay Plan was discontinued on July 1, 1993. Each permanent full time employee receiving this benefit prior to this date will continue to do so. This "grandfathered" benefit will be paid in the biweekly pay checks, at an amount equal to that which was in effect on June 30, 1993. Recipients will lose this benefit when changing from regular full time to regular part time employment status or upon separation from employment with Cabarrus County. Once longevity pay is terminated it will not be reinstated.

Section 13. Sheriff's Education Incentive Program

Although the minimum qualifications have been established for all classifications within the County, certain classifications are awarded educational incentives if the employee obtains an educational level higher than the minimum requirements. A maximum educational level to which the incentive will apply shall be established by the County Manager for each eligible position. In addition, these classifications must be recommended by the County Manager and approved by the Board of County Commissioners. The classifications eligible for the educational incentive program are listed below. The educational incentive program is established to pay \$0.75 per month or \$9.00 per year for each quarter hour up to 96 quarter hours of credit toward a two year degree at an accredited college or university as this credit is

earned. The program pays \$12.00 per month for every completed unit of 10 semester hours of credit up to 120 hours toward a four year degree from appropriately accredited institutions of higher learning as this credit is earned. The program pays \$20.00 per month for every completed unit of 10 semester hours of credit up to 50 hours toward a Master's degree from appropriately accredited institutions of higher learning.

Employees eligible for the Sheriff's educational incentive program shall be exempt from educational leave with pay in Article VI, Section 23 and tuition reimbursement in Section 14 of this Article.

Classifications eligible for the Sheriff's education incentive program:

<u>Classification</u>	<u>Department</u>	<u>Maximum Education Level</u>
Captain	Sheriff	B.A., Criminal Justice
Crime Scene Officer	Sheriff	B.A., Criminal Justice
Detective	Sheriff	B.A., Criminal Justice
Chief Deputy	Sheriff	B.A., Criminal Justice
Deputy Sheriff	Sheriff	B.A., Criminal Justice
Lieutenant	Sheriff	B.A., Criminal Justice
Sergeant	Sheriff	B.A., Criminal Justice
Training Lieutenant	Sheriff	B.A., Criminal Justice

Section 14. Reimbursement for Tuition

A full time non-probationary employee may receive reimbursement for courses taken which will better equip the employee to perform assigned duties subject to the approval of the department head and the County Manager. The County shall reimburse the employee for tuition and course fees up to \$1,000.00 each fiscal year.

Reimbursement requires a statement of how the course applies to or benefits assigned duties, a receipt showing qualifying expenses have been paid, and a notice of successful completion (grade C or better; or pass for pass/fail grading) from an appropriately accredited institution of higher learning. This statement is submitted to the Human Resources Director for administrative review prior to County Manager approval.

Employees receiving tuition reimbursement are required to continue County employment for 12 months following the completion date of the course that is reimbursed. Failure to meet this requirement will result in the reimbursed amount being deducted from the employee's final compensation or collected from the employee.

Section 15. Job Related Training

County provided job related training may require an agreement for continued employment after completion or reimbursement for County incurred expenses.

Appendix A & B
Cabarrus County, North Carolina
Job Classification Schedule
FY 2013-2014

July 1, 2013

Classification	Job Class Codes					Department	FLSA	Salary Grade	Salary Range	
	FT	P1 >1000 12 hr	P1 <1000 12 hr	Temp	1/2 hour with for emergency				Minimum	Maximum
Counselor				T638		ALP	NEX	53	18,195.81	29,638.57
								54	20,165.32	31,106.64
Emergency Medical Technician (P/T)			L267		N267	EMS	NEX	55	21,162.48	32,685.52
Recreation Facility Operator	0636	P636		T638		ALP	NEX			
Community Social Service Assistant		P842	L842			DSS	NEX	56	22,215.06	34,292.10
EMT-Intermediate (P/T)			L266			EMS	NEX			
Nutrition Site Assistant	0137	P137	L137			DSS	NEX			
Summer Fling Program Assistant				T890		Coop Ext	NEX			
Custodian	0086	P086	L086	T086		GS	NEX	57	23,323.07	36,009.47
Transportation Driver	0555	P555	L555			Transportation	NEX			
Grounds Maintenance Worker	0629	P629		T629		GS	NEX	58	24,514.13	37,809.96
Mail Clerk/Courier	0304			T868		Multiple	NEX			
Nutrition Site Supervisor		P136				DSS	NEX			
Office Assistant	0054	P054	L054	T054		Multiple	NEX			
Active Living and Parks Center Supervisor	0134	P134	L134			ALP	NEX	59	25,732.92	39,721.21
EMT Paramedic (P/T)			L265		N265	EMS	NEX			
Field Supervisor				T622		ALP	NEX			
Park Ranger (P/T)		P639	L639			ALP	NEX			
Senior Counselor				T637		ALP	NEX			
Senior Custodian	0087					GS	NEX			
Transportation Clerk	0554					Transportation	NEX			
Transportation Driver/Dispatcher	0552					Transportation	NEX			
Word Processor II	0055					DSS	NEX			
Community Social Service Technician	0843	P843				DSS	NEX	60	27,007.10	41,687.86
Elections Clerk	0160			T160		Elections	NEX			
Foreign Language Interpreter I	0052	P052				DSS	NEX			
Income Maintenance Technician	0813	P813		T813		DSS	NEX			
Nutrition Site Coordinator		P141				DSS	NEX			
Scale Attendant	0521					GS	NEX			
Secretary	0043	P043				Multiple	NEX			
Senior Grounds Maintenance Worker	0628					GS	NEX			
Accounting Clerk IV	0056	P056				DSS	NEX	61	28,364.37	43,793.04
Assessment Associate	0905	P905		T905		Tax Admin	NEX			
Deputy Register of Deeds	0679	P679		T679		ROD	NEX			
Processing Assistant IV	0062					DSS	NEX			
Administrative Secretary	0057	P057				Multiple	NEX	62	29,777.06	45,981.31
Heavy Equipment Operator	0518			T518		GS	NEX			
Emergency Medical Technician	0262	N267			N262	EMS	NEX			
Income Maintenance Caseworker I	0812	P812		T812		DSS	NEX			
Library Assistant	0665	P665	L665	T665		Library	NEX			
Permit Associate	0582					Planning & Dev	NEX			
Records Clerk	0718					Sheriff	NEX			
Recycling Technician	0519					GS	NEX			
Senior Elections Clerk	0159					Elections	NEX			
Social Work Trainee	0839					DSS	NEX			
Tax Collection Assistant	0892					Tax Admin	NEX			
Building Maintenance Mechanic	0297					GS	NEX	63	31,272.84	48,283.40
Emergency Medical Technician -Intermediate	0261				N261	EMS	NEX			
Foreign Language Interpreter II	0053					DSS	NEX			
Social Worker I	0838					DSS	NEX			
Administrative Assistant	0075					Multiple	NEX	64	32,823.98	50,690.22

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Classification	Job Class Codes						Department	FLSA	Salary Grade	Salary Range	
	FT	PT >1000 hrs/yr	PT <1000 hrs/yr	Temp	12 hour shift	Seasonal/Proj				Minimum	Maximum
Accounting Technician	0173	P173		T173			Multiple	NEX			
Civilian Telecommunicator	0715			T715			Sheriff	NEX			
Elections Technician	0157						Elections	NEX			
Fleet and Facility Support Coordinator	0065						DSS	NEX			
Income Maintenance Caseworker II	0811	P811		T811			DSS	NEX			
Income Maintenance Investigator I	0817						DSS	NEX			
Jail Detention Officer	0719				5719		Sheriff	NEX			
Transportation Officer	0721		L721				Sheriff	NEX			
Lead Heavy Equipment Operator	0517						GS	NEX			
Senior Park Ranger	0540						ALP	NEX			
Senior Permit Clerk	0583						Planning & Dev	NEX			
Senior Tax Collection Assistant	0891						Tax Admin	NEX			
Community Development Coordinator	0136						Planning & Dev	NEX	65	34,458.29 53,210.91	
Crime Analyst	0714						Sheriff	NEX			
Data Collector	0895			T895			Tax Admin	NEX			
Deputy Clerk to the Board	0007						BOC	NEX			
Deputy Sheriff	0713		L713		5713		Sheriff	NEX			
Deputy Sheriff/Bailiff			L714				Sheriff	NEX			
Family Literacy Coordinator	0063						Library	NEX			
Fleet Mechanic	0309						GS	NEX			
Help Desk Technician	0545						T	NEX			
Human Resources Technician	0022						HR	NEX			
Senior Library Assistant	0664						Library	NEX			
Weatherization Auditor/Mechanic	0135						Planning & Dev	NEX			
Child Support Agent	0823						DSS	NEX	65	38,203.36 55,870.05	
Client Relations Supervisor	0069						DSS	EXE			
Custodial Supervisor	0300						GS	EXE			
Elections Coordinator	0162						Elections	NEX			
Electrical Technician	0296						GS	NEX			
Emergency Medical Technician - Paramedic	0260				N260		EMS	NEX			
GIS Mapper	0913						Tax Admin	NEX			
HVAC Technician	0295						GS	NEX			
Income Maintenance Caseworker II	0810						DSS	NEX			
Income Maintenance Investigator II	0816						DSS	NEX			
Nutrition Program Coordinator	0140						DSS	EXE			
Planning Technician	0561						Planning & Dev	NEX			
Veteran Services Officer	0942						Veterans	NEX			

Classification	Job Class Codes							Department	FLSA	Salary Grade	Salary Range	
	01	PT=1000		Temp	02		Minimum				Maximum	
		Hour	Inst		Inst	Inst						
Administrative Officer I	0078							DSS	EXA	67	38,003.82	58,667.71
Account/Payroll Technician	0172	P172						Finance	NEX			
Building Maintenance Crew Chief	0294							GS	NEX			
Codes Enforcement Officer	0578							Planning & Dev	NEX			
Deputy Elections Director	0161							Elections	NEX			
Exemot Property Analyst	0898							Tax Admin	NEX			
Fair Coordinator	0315							Fair	NEX			
Personal Property Appraiser	0901							Tax Admin	NEX			
Reentry Program Coordinator	0717							Sheriff	NEX			
Resource Conservation Specialist	0878							Planning & Dev	EXA			
Senior Electrical Technician	0302							GS	NEX			
Social Worker II	0837							DSS	NEX			
Social Work Supervisor	0835							DSS	EXA			
Zoning Inspector	0568							Planning & Dev	NEX			
Assistant Register of Deeds	0678							ROD	NEX	58	39,915.10	51,803.89
Child Support Agent II	0821							DSS	NEX			
Day Care Services Coordinator I	0846							DSS	EXE			
Emergency Medical Services Crew Chief	0257							EMS	NEX			
Emergency Planner I	0244							Emerg Mgmt	NEX			
Finance Coordinator	0703							Sheriff	NEX			
Income Maintenance Supervisor I	0806							DSS	EXE			
Land Records Supervisor	0908							Tax Admin	NEX			
Non Sworn Sergeant	0704				5704			Sheriff	NEX			
Parks Program Supervisor	0622							ALP	NEX			
Purchasing Agent	0178							Finance	EXA			
Real Property Appraiser	0897							Tax Admin	NEX			
Safety and Risk Coordinator	0248							Risk Mgmt	NEX			
Active Living and Parks Program Coordinator	0131							ALP	EXEA			
Senior GIS Mapper	0914							Tax Admin	NEX			
Special Projects Coordinator	0299							GS	NEX			
Transportation Supervisor	0562							Transportation	EXE			
Wellness Coordinator	0142							ALP	EXA			
Administrative Manager	0068							DSS	EXE	69	41,909.47	64,678.52
Assistant Fire Marshal	0575							Emerg Mgmt	NEX			
Cable Television Producer	0524							Comm & Outreach	NEX			
Crime Scene Officer	0710							Sheriff	NEX			
Detective	0709							Sheriff	NEX			
Emergency Medical Services Role Supervisor	0253							EMS	NEX			
Grounds Maintenance Supervisor	0617							GS	EXE			
Landfill Operations Supervisor	0515							GS	EXE			
Librarian	0662							Library	EXP			
Planner	0560							Planning & Dev	NEX			
Senior Codes Enforcement Officer	0577							Planning & Dev	NEX			
Senior Resource Conservation Specialist	0877							Planning & Dev	EXA			
Senior Zoning Inspector	0567							Planning & Dev	NEX			
Sergeant (Sworn)	0708				5708			Sheriff	NEX			
Social Worker III	0836	P836						DSS	EXP			
Building Maintenance Supervisor	0293							GS	EXE	70	43,886.96	67,919.38
Child Support Supervisor I	0820							DSS	EXEA			
Fair and Events Director	0314							Fair	EXA			
Fleet Maintenance Supervisor	0306							GS	EXE			
Human Resources Analyst	0023							HR	NEX			
Income Maintenance Supervisor II	0807							DSS	EXE			
Park Program Manager	0621							ALP	EXE			
Project Safe Cabanus Director/Coordinator	0720							Sheriff	EXE			
Senior Real Property Appraiser	0903							Tax Admin	NEX			
SW Investigative/Assessment and Treatment	0844							DSS	EXP			
Social Work Supervisor II	0834							DSS	EXE			

06/07/2010

Classification	Job Class Codes						Department	FLSA	Salary Grade	Salary Range	
	PT	PT = 1000 hrs/yr		Temp	12 hour shift	Seasonality				Minimum	Maximum
		PT = 1000 hrs/yr	PT = 1000 hrs/yr								
Tax Collection Supervisor	0889	P889					Tax Admin	EXEA			
Veteran Services Director	0941						Veterans	EXA			
Accountant	0170						Multiple	NEX	71	46,202.92	71,326.43
Active Living and Parks Program Manager	0129						ALP	EXA			
Budget Analyst	0180	P180					Finance	NEX			
Child Support Supervisor II	0819						DSS	EXE			
Clerk to the Board	0006						BOC	NEX			
Emergency Medical Services Shift Supervisor	0254						EMS	EXE			
Land Records Manager	0911						Tax Admin	EXE			
Lead Codes Enforcement Officer	0580						Planning & Dev	NEX			
Lieutenant	0707				S707		Sheriff	EXE			
	0711				S711			NEX			
Technical Specialist	0544						IT	NEX			
Personal Property Supervisor	0902						Tax Admin	NEX			
Real Property Supervisor	0907						Tax Admin	NEX			
Staff Development Coordinator	0830						DSS	NEX			
Analyst/Programmer	0531						IT	EXC	72	48,502.00	74,871.88
Child Support Supervisor III	0818						DSS	EXE			
E-911 Address Coordinator	0539						IT	EXC			
Fire Marshal	0243						Emerg Mgmt	EXA			
Health and Wellness Manager	0247						HR	EXA			
Local Food Systems Coordinator	0014						County Mgr	EXE			
Senior Planner	0557						Planning & Dev	EXAP			
Superintendent	0618						ALP	EXE			
Tax Auditor	0887						Tax Admin	EXA			
Assistant Human Services Director	0802						DSS	EXA	73	50,939.55	78,639.12
Business Manager	0804						DSS	EXA			
Cable Television General Manager	0529						Comm & Outreach	EXA			
Captain	0706						Sheriff	EXE			
Collection Development Librarian	0667						Library	EXP			
Communications and Outreach Manager	0530						Comm & Outreach	EXA			
Deputy Chief Codes Enforcement Officer	0581						Planning & Dev	EXE			
Emergency Medical Services Assistant Director	0252						EMS	EXA			
Income Maintenance Administrator I	0806						DSS	EXE			
Library Branch Manager	0661						Library	EXE			
Safety and Risk Director	0245						Risk Mgmt	EXA			
Social Work Supervisor III	0833						DSS	EXE			
Transportation Manager	0559						Transportation	EXE			
Accounting Supervisor	0168						Finance	EXE	74	53,487.89	82,572.46
Assistant Director of General Services	0290						GS	EXE			
Business Systems Analyst	0542						IT	EXP			
Chief Codes Enforcement Officer	0576						Planning & Dev	EXE			
Elections Director	0156						Elections	EXE			
IT Support Supervisor	0536						IT	EXC			
Social Work Program Manager	0832						DSS	EXE			
Senior Analyst/Programmer	0532						IT	EXC			
Tax Collection Manager	0888						Tax Admin	EXE			
GIS Administrator	0543						IT	EXE	75	56,147.06	86,699.71
Income Maintenance Administrator II	0805						DSS	EXE			
Personal Property Manager	0890						Tax Admin	EXEP			
Planning and Zoning Manager	0595						Planning & Dev	EXE			
Real Property Manager	0896						Tax Admin	EXE			
Social Work Program Administrator I	0831						DSS	EXE			
Network Engineer	0548						IT	EXC	76	58,372.42	91,020.84
Active Living and Parks Director	0511						ALP	EXE			
Register of Deeds	0676						RCD	na			
Systems Administrator	0547						IT	EXC			
Assistant Finance Director	0167						Finance	EXEP	77	61,908.58	95,563.57

06/07/2010

Classification	Job Class Codes						Department	FLSA	Salary Grade	Salary Range	
	PT	PT >1000	PT >1000	Temp	1/2 hour	No emergency				Minimum	Maximum
		<1000	<1000		shift						
Assistant Human Services Director	0802						DSS	EXE			
Attorney	0803						DSS	EXP			
Business Systems & Data Svc Supervisor	0534						IT	EXC			
Network & Communications Supervisor	0535						IT	EXC			
Sustainability Manager	0292						GS	EXA			
Technical Architectural Svcs Supervisor	0538						IT	EXC			
Chief Deputy	0702						Sheriff	EXE	78	65,010.92	100,355.61
Emergency Management Director	0241						Emerg Mgmt	EXE			
Emergency Medical Services Director	0251						EMS	EXE			
Information Technology Manager	0529						IT	EXCE	79	68,251.79	105,369.21
Planning and Development Director	0564						Planning & Dev	EXP			
									80	71,558.82	110,632.14
General Services Director	0291						GS	EXE	81	75,258.76	116,172.07
Human Resources Director	0020						HR	EXA			
Library Director	0660						Library	EXE			
Sheriff	0701						Sheriff	na	82	79,026.94	121,988.97
Information Technology Director	0550						IT	EXE			
Finance Director	0189						Finance	EXE	83	82,960.27	128,062.69
Human Services Director	0801						DSS	EXE	84	87,115.20	134,481.51
								EXE	85	91,464.02	141,212.47
									86	96,034.47	148,275.87
Deputy County Manager	0015						County Mgr	EXE	87	100,864.20	155,899.38
									88	105,895.52	163,510.65
									89	111,186.13	171,709.71
Non-Graded Classifications											
Commissioner	0003						BOC				
Chairman of the Board	0001						BOC				
Vice Chairman of the Board	0002						BOC				
County Manager	0011						County Mgr				
Tax Administrator	0886				T886		Tax Admin				
Retired	L947						Multiple				
Income Maintenance Caseworker I work against											
Income Maintenance Caseworker II	0827	P827					DSS				
Income Maintenance Caseworker I work against											
Income Maintenance Caseworker III	0828	P828					DSS				
Income Maintenance Caseworker II work against											
Income Maintenance Caseworker III	0829	P829					DSS				
Child Support Agt I work against Child Support Agt II	0825	P825					DSS				
Social Worker Trainee work against Social Worker I	0847	P847									
Social Worker Trainee work against Social Worker II	0848	P848					DSS				
Social Worker Trainee work against Social Worker III	0849	P849					DSS				
Social Worker I work against Social Worker I	0850	P850					DSS				
Social Worker I work against Social Worker II	0851	P851					DSS				
Social Worker II work against social Worker III	0852						DSS				
Social Work Supervisor I work against SW Supv II	0855						DSS				
Social Work Supervisor I work against SW Supv III	0853						DSS				
Social Work Supervisor II work against SW Supv III	0854						DSS				
Social Worker I work against Social Work -IAT	0856						DSS				
Social Worker II work against Social Work -IAT	0857						DSS				
Social Work III work against Social Work -IAT	0860						DSS				
Tax Administrator	0886						Tax Admin				



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**JUNE 2, 2014
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at June 16, 2014 Meeting

SUBJECT:

County Manager - Approval of BB&T Resolution and Agreement for Deposit Account

BRIEF SUMMARY:

Signature cards and the Resolution and Agreement for Deposit Accounts have been updated to reflect Ann M. Wilson as the Finance Director and the signatory on this account. This account is used for the collection of property taxes through services provided by BB&T.

REQUESTED ACTION:

Motion to adopt resolution.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Pamela S. Dubois, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

[Resolution](#)

BB&T

RESOLUTION AND AGREEMENT FOR DEPOSIT ACCOUNT

CABARRUS COUNTY

56-6000281

Name of Entity

EIN

Corporation

Government Entity

Sole Proprietorship

Unincorporated Association

General Partnership

Non-Profit Corporation

Limited Liability Company

Limited Partnership

Other

I, the undersigned, hereby certify to BB&T that I am the Secretary (or as applicable, Proprietor, Authorized Partner, Authorized Manager or other Authorized Employee) of the above named Entity duly organized and existing under the laws of the State of NORTH CAROLINA; and that the following are resolutions duly adopted by the Entity, and that such resolutions are in full force and effect and have not been amended or rescinded:

RESOLVED, that BB&T is hereby designated as a depository institution in which the funds of this Entity may, subject to the rules of BB&T, be deposited by any of its officers, agents or employees; and that any such officer, agent or employee is hereby authorized on behalf of the Entity and in its name to endorse for deposit, whether in demand or time accounts, or for negotiation or collection, any and all checks, drafts, certificates of deposit or any other payment instrument payable to the Entity, which endorsement may be in writing, by stamp or otherwise, with or without signature of the person so endorsing, it being understood that on such items all prior endorsements are guaranteed by the Entity, irrespective of the lack of a guarantee by the Entity; and

FURTHER RESOLVED, that any of the individuals listed below (a "Designated Representative") is hereby authorized to open or close any deposit account with BB&T and to authorize those persons ("Authorized Signers") who may execute a BB&T signature card on behalf of the Entity and transact business on such account:

Designated Representative (Signature)	Printed/Typed Name	Title
	ANN M. WILSON	FINANCE DIRECTOR

FURTHER RESOLVED, that BB&T be and is hereby authorized and directed to honor, pay and charge any of the accounts of the Entity, without inquiry to or responsibility for the application of the proceeds thereof, all checks, drafts, or other orders for the payment, withdrawal or transfer of money in the accounts of or to the credit of the Entity, and to honor any authorization for the transfer of funds between different accounts whether oral, by phone or electronic means without inquiry as to the circumstances related thereto and for whatever purpose or to whomever payable, including requests for conversion into cash as well as for deduction from and payment of cash out of any deposit, and whether or not payable to, endorsed or negotiated by or for the credit of any person signing same or any other officer, agent or employee of the Entity, when signed or endorsed by an original or facsimile signature of any ONE Authorized Signer; and

FOR BANK USE ONLY

Prepared By _____

Date _____

Center _____

Bank No. _____ State _____

Forward to:
Centralized Document Scanning Operations
M/C 100-99-15-11

FURTHER RESOLVED, that BB&T be and is hereby authorized to honor, receive, or pay any items bearing the signature of any one Authorized Signer even though payment may create an overdraft or even though such items may be drawn or endorsed to the order of such signer for exchange or cashing, or in payment of the individual obligation of such signer, or for deposit to such Authorized Signer's personal account and BB&T shall not be required or be under any obligation to inquire as to the circumstances of the issuance or use of any such item or the application or disposition of such item or the proceeds thereof; and

FURTHER RESOLVED, that the Entity assumes full responsibility and holds harmless BB&T for any and all payments made or any other action taken by BB&T in reliance upon the signatures, including facsimiles thereof, of any Authorized Signer regardless whether or not the use of the facsimile signature was unlawful or unauthorized and regardless of by whom or by what means the purported signature or facsimile signature may have been affixed if such signature reasonably resembles the specimen or facsimile signature of the Authorized Signer; and

FURTHER RESOLVED, that any Designated Representative, or person authorized in writing by a Designated Representative, is authorized to act on behalf of the Entity as follows: obtain information on accounts; appoint, remove or change Authorized Signers; deliver any night depository agreement; enter into any agreement for cash management services; lease a safe deposit box; enter into an agreement for deposit access device; enter into an agreement for credit cards; or enter into other agreements concerning the deposit accounts at BB&T; and

FURTHER RESOLVED, that any and all prior resolutions executed on behalf of the Entity are hereby revoked and that the foregoing resolutions shall remain in full force and effect until the Entity officially notifies BB&T to the contrary in writing. BB&T may conclusively presume that this Resolution and Agreement for Deposit Account and any signature cards executed pursuant hereto are in effect and that persons identified herein are properly authorized to act on behalf of the Entity. The Entity, as changes to the Designated Representatives and/or Authorized Signers are made, will immediately report and certify such changes to BB&T through submission of a new Resolution and Agreement for Deposit Account and/or signature card, as applicable. BB&T shall be fully protected in relying on such certifications and shall be indemnified and saved harmless from any claims, demands, expenses, losses, or damages resulting from the signature of any Designated Representative so certified, or refusing to honor any signature not so certified; and

FURTHER RESOLVED, that all transactions by any officer, employee or agent of the Entity on its behalf and in its name prior to the delivery of this Resolution and Agreement for Deposit Account are hereby ratified and approved.

In Witness Whereof, I have hereunto subscribed my name and affixed the seal, if any, of this Entity,
this _____ day of _____, Year _____.

For Corporations including Non-Profit:

Secretary/Assistant Secretary (Seal)

(Corporate Seal)

For All Other Entities:

_____ (Seal)

_____ (Seal)

_____ (Seal)

(Proprietor, Authorized Partner, Authorized Manager, or other Authorized Person)



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**JUNE 2, 2014
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at June 16, 2014 Meeting

SUBJECT:

County Manager - Participation in NCDOT Private Rail Crossing Closure

BRIEF SUMMARY:

The North Carolina Department of Transportation (NCDOT) Rail Division has been working on closing a private crossing over the NC Railroad on the north side of Harrisburg Elementary School. The current proposal includes construction of an emergency access to the school property and enhanced access to the school park. Some of the new access is planned to be paved, but Harrisburg, Cabarrus County and the private owners have suggested that more of the new access be paved (instead of just gravel) and NCDOT has requested local participation. The Town of Harrisburg is considering their participation; and this item is being brought before the Board for consideration. A map showing the planned access is attached.

REQUESTED ACTION:

Consider participation in the private crossing closure.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Jonathan B. Marshall, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

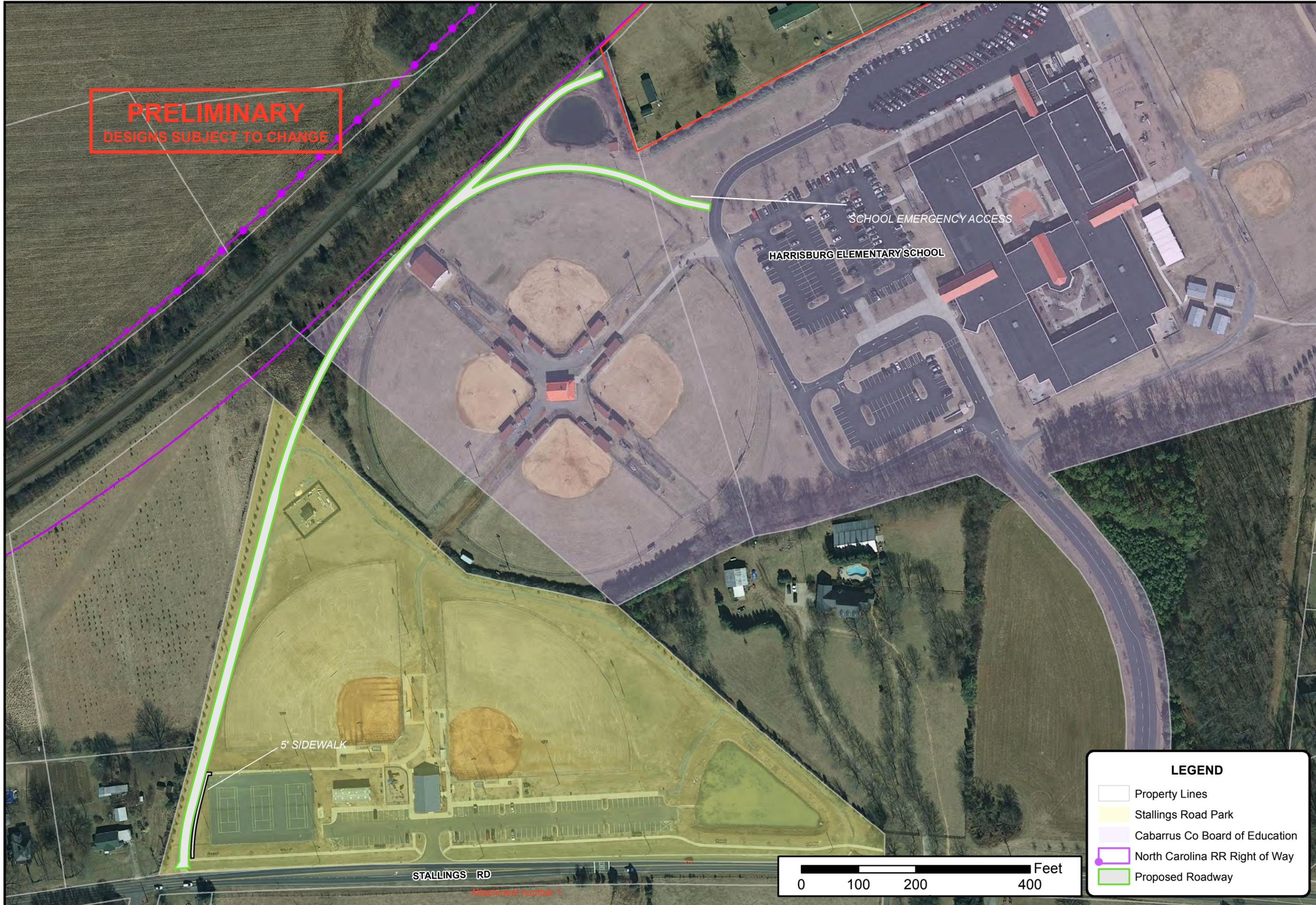
ATTACHMENTS

- [Project plans](#)
-



NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION
RAIL DIVISION
ENVIRONMENTAL AND PLANNING UNIT

NCDOT PIEDMONT IMPROVEMENT PROGRAM
PROPOSED GLADYS DOSTER
PRIVATE CROSSING CLOSURE
TIP Project No. P-4405E, CABARRUS COUNT





CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**JUNE 2, 2014
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at June 16, 2014 Meeting

SUBJECT:

Finance- Proposed Funding for Kannapolis Middle School

BRIEF SUMMARY:

On March 17, 2014, the Board voted to allow Kannapolis City Schools to withdraw their bond resolution in exchange for a short-term financing of up to \$23 million in FY 2015, for a term not-to-exceed 5 years for its middle school. In order to begin this process, the County needs to provide funding for the architect and engineering design of the new facility.

At this time, the County has \$1,319,000 of funds available to start this process and will have the balance of funds after the FY 2014 audit is completed. The \$1,319,000 will come from fund balance in FY14 resulting in the release of two assignments of fund balance, \$1,019,000 from internal service funds and \$300,000 from environmental protection (landfill). Attached is the architecture timeline for the project and the proposed debt schedule timeline. In order to meet the projected time frame of issuing the debt in March 2015, the design of the school needs to begin in June 2014.

REQUESTED ACTION:

Motion to adopt budget amendment.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Pamela S. Dubois, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- [Architecture Time Line](#)
 - [Debt Time Line](#)
-



KANNAPOUS CITY SCHOOLS

3.19.14

NEW 7-8 MIDDLE SCHOOL

PLANNING SCHEDULE

▷	PROGRAM / CONCEPT DESIGN	2 mo
▷	DESIGN DEVELOPMENT	2 mo
▷	CONST / CONTRACT DOCS	3 mo
	SUB TOTAL	7 mo
▷	APPROVALS / BID / AWARDS	2-3 mo
▷	CONSTRUCTION	14 mo
	TOTAL	23-24 mo

**CABARRUS COUNTY, NORTH CAROLINA
Limited Obligation Bonds, Series 2015
(Kanapolis School Project)**

Financing Timetable

DECEMBER							JANUARY							FEBRUARY							MARCH						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
	1	2	3	4	5	6					1	2	3	1	2	3	4	5	6	7	1	2	3	4	5	6	7
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14	8	9	10	11	12	13	14
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21	15	16	17	18	19	20	21
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28	22	23	24	25	26	27	28
28	29	30	31				25	26	27	28	29	30	31								29	30	31				

<u>DATE</u>	<u>EVENT</u>	<u>RESPONSIBILITY</u>
	<i>DEVELOP DOCUMENTS AND FORMALIZE FINANCE PLAN FOR COPS ISSUE</i>	
TBD	Meeting between County and LGC	CTY, LGC
Jun - Dec	County and Schools complete design/development/permits for school and bid out project	CTY
Dec 15	Adopt Resolution of Findings for Application to LGC; Call Public Hearing	CTY, BC
Jan 8	Receive First Draft of Bond Documents	BC, UC
Jan 15	Review First Draft of All Documents and Finance Plan (Conference Call – 10:30 am)	All Parties
NLT Jan 20	LGC Application Due for Approval of Documents and Plan of Finance (includes permits)	CTY
Jan 20	Hold Public Hearing	CTY, BC
Jan 30	Receive Second Draft of All Documents	BC, UC
Feb 6	Review Second Draft of All Documents (Conference Call – 10:00 a.m.)	All Parties
Feb 6	Send Pertinent Documents, POS and Finance Plan to Rating Agencies (If applicable)	U



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**JUNE 2, 2014
4:00 P.M.**

AGENDA CATEGORY:

Discusion Items for Action at June 16, 2014 Meeting

SUBJECT:

Finance - CCS Request for a Budget Revision for the New Northwest Area Elementary School - \$337,000

BRIEF SUMMARY:

Cabarrus County Schools (CCS) is requesting a \$337,000 budget reallocation for the New Northwest Area Elementary School. The request involves a reduction in the Contingency line item of \$337,000 and increases to the Architect (\$90,000), Engineering (\$107,000), and Land (\$140,000) line items. The request will be made to the Cabarrus County Schools Board of Education at their June 2, 2014 meeting.

REQUESTED ACTION:

Motion to approve the reallocation budget amendment for the New Northwest Area Elementary School.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Kelly Kluttz, CCS, Chief Financial Officer

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

Date: 5/23/2014 **Amount:** \$337,000

Dept. Head: Susan Farrington, Asst. Finance Director **Department:** Finance - School Construction Fund

Internal Transfer Within Department "Transfer Between Departments/Funds"
 "Supplemental Request"

Purpose:
 Reallocation of line items for the New Northwest Area Elementary School.

Account Number	Account Name	Approved Budget	Inc Amount	Dec Amount	Revised Budget
36497342-9660	Contingency-NW Elem	\$343,600.00		\$337,000.00	\$6,600.00
36497342-9607	Architect-NW Elem	\$866,000.00	\$90,000.00		\$956,000.00
36497342-9606	Engineering-NW Elem	\$65,000.00	\$107,000.00		\$172,000.00
36497342-9801	Land-NW Elem	\$600,000.00	\$140,000.00		\$740,000.00
	Total	\$1,874,600.00	\$337,000.00	\$337,000.00	\$1,874,600.00

ATTACHMENTS

[NW Elementary School Budget Amend Backup](#)

Requested Budget Amendments

	Current Budget	Amendment	New Budget
New Elementary NW Area - Architects (9607)	866,000.00	90,000.00	956,000.00
New Elementary NW Area - Engineers (9606)	65,000.00	107,000.00	172,000.00
New Elementary NW Area - Land (9801)	600,000.00	140,000.00	740,000.00
New Elementary NW Area - Contingency (9660)	343,600.00	(337,000.00)	6,600.00
	<u>1,874,600.00</u>	<u>-</u>	<u>1,874,600.00</u>

The requested budget amendment allows Cabarrus County Schools to cover known overages in the New Elementary NW Area School Project.



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**JUNE 2, 2014
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at June 16, 2014 Meeting

SUBJECT:

Finance - Update of the Construction and Renovation Fund Budget and Related Project Ordinance for Public Safety Radio Replacements and Governmental Center Chiller Replacement

BRIEF SUMMARY:

As part of the FY15 Budget, the General Fund will transfer \$837,000 to the Construction and Renovation Fund for the purchase of Public Safety Radio Replacements (\$672,000) and the Governmental Center Chiller (\$165,000) replacement. This agenda item records the projects in the Construction and Renovation through a budget amendment and revised Project Ordinance.

REQUESTED ACTION:

Motion to approve the revised Construction and Renovation Project Ordinance and the related budget amendment.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Ann Wilson, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

Date: 5/22/2014 **Amount:** \$837,000

Dept. Head: Susan Fearrington, Asst. Finance Director **Department:** Finance - Const & Reno Projects

Internal Transfer Within Department Transfer Between Departments/Funds
 Supplemental Request

Purpose:

This budget amendment records the receipt of \$837,000 in the Construction and Renovation Fund from the General Fund for the allocation included in the FY15 General Fund Budget. The Funds will be used for Public Safety Radio Replacements (\$672,000) and for a Government Center Chiller Replacement (\$165,000).

Account Number	Account Name	Approved Budget	Inc Amount	Dec Amount	Revised Budget
34362740-6902	Cont from General Fund	\$1,265,134.08	\$672,000.00		\$1,937,134.08
34392740-9331	Equip-Emerg Radio	\$1,733,271.08	\$672,000.00		\$2,405,271.08
					\$0.00
34361110-6902	Cont from General Fund	\$0.00	\$165,000.00		\$165,000.00
34391110-9501	Bldg & Grd Maint	\$0.00	\$165,000.00		\$165,000.00
	Total				

ATTACHMENTS

[Construction & Renovation Fund Project Ordinance](#)

CABARRUS COUNTY CONSTRUCTION AND RENOVATION PROJECT BUDGET ORDINANCE

BE IT ORDAINED by the Board of Commissioners of Cabarrus County, North Carolina that, Pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section I.

- A. The project authorized is the various County construction and renovation related projects. Details of the projects are listed in section C. of this Project Ordinance.
- B. The officers of this unit are hereby directed to proceed with this capital project within the terms of the Generally Accepted Accounting Principles (GAAP) and the budget contained herein.
- C. It is estimated that the following revenues will be available to complete capital projects as listed.

Capital Projects Fund (Capital Reserve Fund)	\$9,153,099
Contribution from Convention/Visitors Bureau	\$150,000
Rental – Tower Lease	\$418,137
Lease Proceeds (Wallace Park)	\$3,421,394
General Fund Contribution	\$4,895,134
Sale of Fixed Assets	\$20,000
PARTF Grant	\$350,000
Contributions and Donations	\$70,000
TOTAL REVENUES	\$18,477,764

- D. The following appropriations are made as listed.

Demolition of old Jail and new Parking	\$2,524,266
Renovation of Human Service Building	\$909,122
Governmental Center Main Area Handler	\$100,000
Governmental Center Chiller Replacement	\$165,000
Demolition of old Board of Elections	\$291,847
Renovations of Kann Library Program Room	\$90,000
Emergency Communications Equipment	\$2,405,271
Southeast Community Park	\$5,601,394
Courthouse Chiller	\$135,000
Multi-Building Pre-cast Sealing and Caulking	\$240,000
Arena HVAC Equipment Replacement	\$1,000,000
Arena Roof Replacement	\$43,580
Camp T.N. Spencer Park	\$1,298,573
Human Service Building HVAC	\$257,865
Rocky River School Park Restrooms	\$250,846
Senior Center Renovations	\$390,000
Frank Liske Park Tennis Court Lighting	\$135,000
Cox Mill Elementary Parking Lot	\$250,000
J M Robinson High School Wetlands Mitigation	\$100,000

EMS Station - Concord	\$375,000
EMS Station - Harrisburg	\$375,000
Memorial Fountain	\$40,000
RCCC Renovations	\$1,500,000

TOTAL EXPENDITURES **\$18,477,764**

GRAND TOTAL – REVENUES **\$18,477,764**

GRAND TOTAL – EXPENDITURES **\$18,477,764**

Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
 - 1. The Manager may transfer amounts between objects of expenditure and revenues within a function without limitation.
 - 2. The County Manager may transfer amounts up to \$500,000 between functions of the same fund.
 - 3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
 - 4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
 - 5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.
 - 6. The Manager or designee may adjust debt financing from estimated projections to actual funds received.
 - 7. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
 - 8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.

9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.
10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).
11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

Section III.

This ordinance and the budget documents shall be the basis of the financial plan for the County of Cabarrus.

- a. The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the law.
- b. The Finance Director is directed to report, at the request of the Board, on the financial status of each project element in Section I and on the total revenues received or claimed.
- c. Copies of this capital project ordinance shall be furnished to the Clerk to the governing Board, and to the Finance Director for direction in carrying out this project.
- d. At the completion of a construction project, all unrestricted excess funds are transferred to the General Fund and the portion of the Capital Project associated with the project is closed.

Adopted this the 19th day of June, 2014.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Elizabeth F. Poole, Chairman

ATTEST:

Clerk to the Board



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**JUNE 2, 2014
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at June 16, 2014 Meeting

SUBJECT:

Finance - Update of the Construction and Renovation Fund Budget and Related Project Ordinance for RCCC Renovation Project

BRIEF SUMMARY:

Rowan-Cabarrus Community College (RCCC) will be renovating a building in downtown Kannapolis to be used for their Cosmetology, CNA, Paramedic and other programs. Cabarrus County will be making a \$1,500,000 contribution to this project. Funds are being allocated from FY14 revenues coming in over budget in the following line items: Property Tax Collections \$881,945, Vehicle Tax Delinquent Collections \$172,658, Vehicle Tax Interest \$4,987, and Medicaid Hold Harmless \$440,410 for a total of \$1,500,000.

The \$1,500,000 funds will be transferred from the General Fund to the Construction and Renovation Fund for account tracking of this project donation.

REQUESTED ACTION:

Motion to approve the revised Construction and Renovation Project Ordinance and the related budget amendment.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Ann Wilson, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

Date: 5/22/2014 **Amount:** \$1,500,000

Dept. Head: Susan Fearington, Asst. Finance Director **Department:** Finance-Construction & Renovation Fund

Internal Transfer Within Department | Transfer Between Departments/Funds
Supplemental Request

Purpose:

This budget amendment allocates funds from the General Fund to the Construction and Renovation Fund for the remodeling of a building for the RCCC Cosmetology, Certified Nursing Assistant, Paramedic and other programs.

Account Number	Account Name	Approved Budget	Inc Amount	Dec Amount	Revised Budget
00161310-6011	Property Tax Current	\$118,205,648.00	\$881,945.00		\$119,087,593.00
00161310-6015	Veh Tax Delinquent	\$720,000.00	\$172,658.00		\$892,658.00
00161310-6022	Vehicle Tax Interest	\$135,947.00	\$4,987.00		\$140,934.00
00161710-6445	Medicaid Hold Harmless	\$0.00	\$440,410.00		\$440,410.00
00191960-9708	Cont to Cap Proj Fd	\$32,329,500.00	\$1,500,000.00		\$33,829,500.00
					\$0.00
34367240-6902	Cont from GF-RCCC	\$0.00	\$1,500,000.00		\$1,500,000.00
34397240-9821	Bldg & Reno - RCCC	\$0.00	\$1,500,000.00		\$1,500,000.00
	Total	\$151,391,095.00	\$6,000,000.00	\$0.00	\$157,391,095.00

ATTACHMENTS

[Construction & Renovation Fund Project Ordinance](#)

CABARRUS COUNTY CONSTRUCTION AND RENOVATION PROJECT BUDGET ORDINANCE

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- A. The project authorized is the various County construction and renovation related projects. Details of the projects are listed in section C. of this Project Ordinance.
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- C. It is estimated that the following revenues will be available to complete capital projects as listed.

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General Fund Contribution	\$4,058,134
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Contributions and Donations	\$70,000
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- D. The following appropriations are made as listed.

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EMS Station - Concord	\$375,000

EMS Station - Harrisburg	\$375,000
Memorial Fountain	\$40,000
RCCC Renovations	\$1,500,000
TOTAL EXPENDITURES	\$17,640,764

GRAND TOTAL – REVENUES	\$17,640,764
GRAND TOTAL – EXPENDITURES	\$17,640,764

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 4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
 5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.
 6. The Manager or designee may adjust debt financing from estimated projections to actual funds received.
 7. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
 8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
 9. The County Manager may execute contracts with outside agencies to properly

document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.

10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).
11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

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This ordinance and the budget documents shall be the basis of the financial plan for the County of Cabarrus.

- a. The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the law.
- b. The Finance Director is directed to report, at the request of the Board, on the financial status of each project element in Section I and on the total revenues received or claimed.
- c. Copies of this capital project ordinance shall be furnished to the Clerk to the governing Board, and to the Finance Director for direction in carrying out this project.
- d. At the completion of a construction project, all unrestricted excess funds are transferred to the General Fund and the portion of the Capital Project associated with the project is closed.

Adopted this the 19th day of June, 2014.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Elizabeth F. Poole, Chairman

ATTEST:

Clerk to the Board



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**JUNE 2, 2014
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at June 16, 2014 Meeting

SUBJECT:

Finance - Update the Small Projects Capital Fund Budget and Related Project Ordinance for the Prime Farmland Project

BRIEF SUMMARY:

As part of the FY15 Capital Improvement Plan, \$125,000 is allocated to the Prime Farmland Project. The \$125,000 will be reallocated within the Small Projects Fund from Deferred Tax Collections into the Soil and Water Department to be used for the surveys, appraisals and purchase of land for conservation efforts. This agenda item records the reallocation of funds through a budget amendment and revised Small Projects Capital Project Ordinance. The total Small Projects Fund is not increased or decreased by this action.

REQUESTED ACTION:

Motion to approve the revised Small Projects Capital Projects Ordinance and the related budget amendment.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Ann Wilson, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

Date: 5/22/2014 **Amount:** \$125,000

Dept. Head: Susan Fearrington, Asst. Finance Director **Department:** Small Projects Fund

Internal Transfer Within Department | Transfer Between Departments/Funds
 Supplemental Request

Purpose:

This budget amendment reallocates Deferred Tax collections within the Small Projects Fund to the Soil and Water Conservation Department for the future acquisition of Prime Farmland. \$25,000 will be used for surveys and appraisals and \$100,000 will be used for the purchase of land or to match a grant for the purchase of land for conservation efforts.

Account Number	Account Name	Approved Budget	Inc Amount	Dec Amount	Revised Budget
46060000-6023	Deferred Tax Collect	\$525,000.00		\$125,000.00	\$400,000.00
46090000-9830	Other Improvements	\$601,500.00		\$125,000.00	\$476,500.00
					\$0.00
46063270-6023	Deferred Tax Col S&W	\$0.00	\$125,000.00		\$125,000.00
46093270-9445	Purch Serv - S&W	\$25,000.00	\$25,000.00		\$50,000.00
46093270-9698	S & W Dist Activities	\$100,000.00	\$100,000.00		\$200,000.00
	Total	\$1,251,500.00	\$250,000.00	\$250,000.00	\$1,251,500.00

ATTACHMENTS

[Small Projects Capital Projects Ordinance](#)

CABARRUS COUNTY SMALL PROJECTS CAPITAL PROJECT ORDINANCE

BE IT ORDAINED, by the Board of County Commissioners of the County of Cabarrus, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section I.

- A. The project authorized is for the purpose of accumulating and appropriating general fund revenues and federal and state grants funds received specifically for use by the appropriate Cabarrus County Department who has received the funds.
- B. The officers of this unit are hereby directed to proceed with this capital project within the terms of the guidelines as set forth by the federal and state government, Generally Accepted Accounting Principles (GAAP) and the budget contained herein.
- C. It is estimated that the following revenues will be available to complete capital projects as listed:

Board of Elections Department:	
Interest on Investments	\$ 33,200
Contribution from General Fund	\$ 25,621
Contribution from Capital Reserve	<u>\$ 150,000</u>
	\$ 208,821
Register of Deeds Department:	
Register of Deeds Fees	\$1,108,643
Interest on Investments	\$ 37,303
Contribution from General Fund	<u>\$ 77,504</u>
	\$1,223,450
Soil and Water Department:	
ADFP Grant	\$ 89,600
Clean Water Trust Fund Grant	\$ 521,833
Clarke Creek Grant	\$ 49,800
EEP Contract	\$ 16,900
Operating Revenues (Fees, Donations)	\$ 8,525
Porter Project	\$ 525,000
Contribution from General Fund	\$ 125,000
Deferred Farm Tax Collections	\$ 125,000
Interest on Investments	<u>\$ 1,700</u>
	\$1,463,358
Commerce Department:	
NC Tobacco Trust Fund – Site Development	\$ 75,000
Cooperative Extension Department:	
ADFP Grant	\$ 675,000
Contribution from Capital Reserve	\$ 400,000
Contribution from General Fund	\$ 611,178
Interest on Investments	<u>\$ 342</u>
	\$1,686,520
Elma C. Lomax Farm Project:	
Deferred Farm Tax Collections	\$ 73,557
Deferred Farm Tax Interest on Investments	\$ 8,941
Contribution from General Fund	\$ 197,229
Donations – Cannon Trust	\$ 152,600

Operating Revenues (Fees, Donations)	\$ 7,301
Interest on Investments	\$ <u>7,837</u>
	\$ 447,465
Local Agricultural Preservation Projects:	
Deferred Farm Tax Collections	\$ 400,000
Deferred Farm Tax Interest	\$ 75,000
Interest on Investments	\$ <u>1,500</u>
	\$ 476,500
TOTAL REVENUES	\$5,581,114

D. The following appropriations are made as listed:

Board of Elections Department:	
American Disability Act	\$ 25,621
Board of Elections Equipment and Furniture	\$ <u>183,200</u>
	\$ 208,821
Register of Deeds Department:	
Register of Deeds Automation & Preservation	\$1,223,450
Soil and Water Department:	
ADFP Conservation Easement	\$ 89,600
Clean Water Trust Fund Grant	\$ 538,436
Clarke Creek Grant	\$ 33,197
EEP Contract	\$ 16,900
Soil & Water Farm Easements	\$ 250,000
Porter Project	\$ 525,000
Operating Expenses (Supplies, Maintenance)	\$ <u>10,225</u>
	\$1,463,358
Commerce Department:	
NC Tobacco Trust Fund Grant	\$ 75,000
Cooperative Extension Department:	
Operational Project Expenses	\$1,686,520
Elma C. Lomax Farm Project:	
Operational Project Expenses	\$ 447,465
Local Agricultural Preservation Projects:	
Other Improvement Projects	\$ 476,500
TOTAL EXPENDITURES	\$5,581,114

GRAND TOTAL – REVENUES	\$5,581,114
GRAND TOTAL – EXPENDITURES	\$5,581,114

Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.

- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
1. The County Manager may transfer amounts between objects of expenditures and revenues within a function without limitation.
 2. The County Manager may transfer amounts up to \$100,000 between functions of the same fund.
 3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
 4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
 5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.
 6. The County Manager or designee may adjust debt financing from estimated projections to actual funds received.
 7. The County Manager may enter into and execute change orders or amendments to County construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
 8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
 9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriation to such agencies where G.S. 153 A-248(b), 259. 449 and any similar statutes require such contracts.
 10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129 (a).
 11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

Section III.

This ordinance and the budget documents shall be the basis of the financial plan for the County of Cabarrus.

- a. The Finance Director is hereby directed to maintain within the Capital Projects Fund sufficient detailed accounting records to satisfy the requirements of the law.
- b. The Finance Officer is directed to report, at the request of the Board, on the financial status of each project element in Section I and on the total revenues received or claimed.

- c. Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Board, and to the Finance Director for direction in carrying out this project.
- d. At the completion of a construction project, all unrestricted excess funds are transferred to the General Fund and the portion of the Capital Project Ordinance associated with the project is closed.

Adopted this 16th day of June 2014.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Elizabeth F. Poole, Chairman

ATTEST:

Clerk to the Board



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**JUNE 2, 2014
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at June 16, 2014 Meeting

SUBJECT:

Human Services - Human Services Transportation Maintenance Contract

BRIEF SUMMARY:

Vehicle maintenance and wheelchair maintenance RFP'S were advertised. It is requested to award Gmax Automotive a contract for vehicle maintenance and award Grant Services LLC a contract for wheelchair lift maintenance.

REQUESTED ACTION:

Motion to approve the contract between Cabarrus County and Gmax Automotive as well as Grant Services LLC; and authorize the County Manager to execute the contract on behalf of Cabarrus County, subject to review or revisions by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Bob Bushey, Transportation Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- [Gmax Automotive Bid](#)
 - [Grant LLC Bid](#)
-

GMAX Automotive & Xccessoires, Inc.

6300 NC Hwy 49
Mt. Pleasant NC 28124
Work (704) 436-2024
Fax (704) 436-2034

April 7, 2014

Sherri Barnhardt, CLGPO, CPPB
Cabarrus County Transportation Services
65 Church Street, SE
Concord NC 28025

Dear Ms. Barnhardt,

We are pleased to submit to you the vehicle maintenance service proposal due no later than April 9, 2014 by 3:00pm. This report was prepared in accordance with the Request for Proposal for the vehicle maintenance for the Cabarrus County Transportation Service.

Sincerely,



Mark Rowell, Owner



Glenn Jones, Owner

Response to Request for Proposal
Regarding “Vehicle Maintenance Services for CCTS”

Submitted to:

Sherri Barnhardt, CLGPO, CPPB
Cabarrus County Government Center
Finance Department
65 Church Street, SE
Concord, NC 28025

Submitted by:

GMAX Automotive and Xcessories, Inc.
6300 Highway 49 N
Mount Pleasant, NC 28124

1.1 GENERAL

Summary of Proposal

GMAX Automotive and Xcessories, Inc. (GMAX) is pleased to offer our bid to provide the vehicle maintenance services for Cabarrus County Transportation Service (CCTS).

As owners, Mark Rowell and Glenn Jones have a combined total of over fifty years experience in providing the above services. We have an extremely satisfying track record in meeting the wants of our customers. GMAX currently handles the maintenance and cleaning needs for the CCTS fleet and we have had a working business relationship for the last six years. GMAX has the necessary resources, manpower and systems and processes in place to meet the demands for CCTS at the required standards set forth in the Request for Proposal (RFP). GMAX brings some major advantages to the table as shown below:

- Each invoice includes all upcoming services. This keeps the fleet supervisor informed and gives him/her helpful information when scheduling the vehicle for use.
- GMAX is already active with a drug testing facility (Wolfe Data) and our employees are drug tested to CCTS standards.
- We can minimize downtime by offering a same day pick up and return service for each vehicle being serviced and/or washed

1.2 PROPOSAL RESPONSE

TECHNICAL SPECIFICATIONS

GMAX is familiar with and is well geared to meet the **PROJECT AND BACKGROUND OF SYSTEMS** as indicated in the RFP. We already have a customized maintenance program specific to CCTS. This schedule tracks each vehicle's weekly mileage and matches the mileage to CCTS's service manual requirements. Notifications of upcoming services due are sent to the fleet supervisor and upon receipt of approval service is scheduled. We strive to match approved maintenance services with the scheduled dates for washes and sanitations to reduce vehicle downtime.

RESPONSES TO SCOPE OF WORK WITH STATED DELIVERABLES

GMAX meets and/or exceeds the RFP requisites including the following:

1. We will provide all necessary supplies and tools to perform the management and operation of motor vehicle maintenance functions as defined in the SCOPE OF WORK. These supplies and materials will conform to CCTS specifications and standards.
2. Work orders identifying the required services to be performed shall be submitted to CCTS.
3. Only material approved by CCTS will be used for the vehicles being serviced.
4. The RFP items listed at the bottom of page 6 and the top of page 7 are all available at GMAX.
5. Our hours of operation are Monday through Friday from 8:00AM to 5:00PM. We also have Saturday hours from 8:00AM to 12:00PM.
6. All vehicles shall be maintained to the standards required by the CCTS mandatory directives and manuals.
7. GMAX will provide and add all necessary replenishment fluids/lubricants that meet the standards set forth by CCTS directives and manuals.
8. On-site maintenance will be provided when/if necessary.
9. Emergency mobile maintenance will be provided to disabled vehicles when/if needed.
10. Tire repair and replacement will be handled in accordance of the CCTS directives and manuals. GMAX will dispose of unserviceable tires.
11. Accountability documents will be maintained by GMAX. These documents will be made available to CCTS upon request.
12. A customized comprehensive maintenance program will be created and maintained by GMAX.
13. GMAX will be responsible for protective clothing and equipment in accordance with OSHA standards.
14. All GMAX employees will have valid professional certificates and be licensed in NC before operating county vehicles.
15. Repair parts used will be equal to or exceed the quality of replacement parts supplied by the original manufacturer.

SERVICE FACILITY LOCATION AND CONTACTS

Please see the attached Contractor Information Sheet.

PREVENTIVE MAINTENANCE SERVICE

GMAX will adhere to and/or exceed the manufacturers recommended minimum maintenance requirements for Regular, Unscheduled, Yearly, Mileage Specific, and General Inspection services listed within the RFP. While GMAX does not currently provide Wheelchair Lift Maintenance, this is an area we may pursue in the future.

QUALITY CONTROL PROGRAM

GMAX agrees to comply with the Federal and State administrative requirements detailed in the RFP.

QUALITY ASSURANCE

GMAX agrees to the terms of the RFP regarding Quality Assurance.

ADMINISTRATION

GMAX understands and accepts the conditions within the RFP.

CONTRACT COST ADJUSTMENTS & CONTRACT TERMINATION

GMAX understands and accepts the conditions within the RFP.

MANDATORY INSURANCE REQUIREMENTS

Please see the attached Certificates of Insurance naming CCTS as additional insured.



1.3 - CONTRACTOR INFORMATION SHEET

Request for Verification / Notification of Information Changes

Name of Business or Individual: GMAX
(List name as will appear on Invoice)

Owner's Name: Glenn T. Jones Mark A. Rowell
(Individuals: names as it appears on Social Security Card
 Sole Proprietorships: Name as it appears on SS Card or EIN Notification as used below
 Partnerships and Corporations: Correct legal name of business)

Primary Contact: Mark Rowell Work Phone #: (704) 436-2024
 Cell Phone #: (704) 309-5156
 Fax #: (704) 436-2034
 Email Address: markrowell@gmaxautomotive.com
 ()

Secondary Contact: Glenn Jones Work Phone #: (704) 436-2024
 Cell Phone #: (704) 701-7886

Mailing Address: 6300 NC Highway 49
Mount Pleasant, NC 28124 Number Used To File Federal Income Tax:
 Federal Tax ID: 30 - 0479194
MUST BE CORRECT FOR 1099 PURPOSES

Physical Address: 6300 NC Highway 49
Mount Pleasant, NC 28124 DUNS # (ARRA) _____

Taxing County: Cabarrus
(if NC)

- Business & Individual Characteristics (Complete All):**
 Check ALL That Apply:
- Individual*
 - Sole Proprietorship*
 - Federal Government
 - State Government
 - Local Government
 - Partnership **
 - Corporation (Check ALL that apply) **
 - Not For Profit
 - Sub-Chapter S
 - Medical / Health
 - NCDOT Certified DBE
 - Minority-Owned Bus (MBE)
 - Women-Owned Business Enterprise (WBE)

Number of Years:
 At this location 6 yrs
 Under current ownership/management: 7 yrs

* can be either Social Security Number or Federal EIN
 **Partnerships & Corporations must furnish Federal EIN

This information is true and accurate to the best of my knowledge and ability.

Typed Name of Person Completing this Form: Mark A. Rowell

Title: Vice President

Signature: Mark A. Rowell Date: 4-7-14

1.4 Shop Description

Shop Hours (M-F) 8 am - 5 pm

Shop Hours (Saturday) 8 am - 12 pm

Perform Warranty Work? Yes No

Describe: Our work or authorized from another repair facility

Number of Lifts 5

Lift Capacity (ies) 18,000 lbs.

Towing Equipment No

Describe _____

Number of Bays 5

Bay Sizes 12'

Height 29'

Length 12'

Width _____

Experience & Certifications

If Yes, list Certification type(s):

Engine Repair Yes No ASE - ATG - DENSO

Auto Transmission Yes No ASE

Drive Train Yes No ASE

Steering & Suspension Yes No ASE - Hunter

Brakes Yes No ASE

Electrical System Yes No ASE

Heating & A/C Yes No ASE

Federal A/C Recovery Yes No ASE

Wheels & Tires Yes No ASE - Hunter

Hydraulic Lift Yes No ASE

State Inspections Yes No DOT

1.5 References

Provide the names and contact information of at least three (3) references that we may contact to help us get to know you as a service provider. These references should help us determine your timeliness, accuracy, cost effectiveness, and customer service.

Reference #1: Name Windstream

Phone 704 722-3246

Relationship Trent Stegall (Contact)

Reference #2: Name Osmose Utilities Services

Reference
#3:

Phone	704-796-2582
Relationship	Fred Hoffman (Contact)
Name	Wayne's Fire Sprinkler
Phone	704-782-3032
Relationship	Chris Williams (Contact)

1.6 Pricing

- A. Proposers shall use Attachment E to enter pricing.
- B. Prompt Pay Discounts:

Prompt pay discount offered ____% - _____ Days, Net _____

PREVENTIVE MAINTENANCE SERVICE

GMAX will adhere to and/or exceed the manufacturers recommended minimum maintenance requirements for Regular, Unscheduled, Yearly, Mileage Specific, and General Inspection services listed in the RFP. GMAX does not currently provide Wheelchair Lift Maintenance.

QUALITY CONTROL PROGRAM

GMAX agrees to comply with the Federal and State administrative requirements detailed in the RFP.

QUALITY ASSURANCE

GMAX agrees to the terms of the RFP regarding Quality Assurance.

ADMINISTRATION

GMAX understands and accepts the conditions within the RFP.

CONTRACT COST ADJUSTMENTS & CONTRACT TERMINATION

GMAX understands and accepts the conditions within the RFP.

MANDATORY INSURANCE REQUIREMENTS

Please see the attached Certificates of Insurance naming CCTS as additional insured.

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
SUBCONSULTANT
TO BE USED WITH ANY PROCUREMENT INVOLVING SERVICES
RACE AND GENDER NEUTRAL**

Tip No and/or Type of Work (Limited Services)

GM Automotive and Accessories, Inc. DBA GMAX
Consultant Firm Name and Federal Tax ID

Subconsultant/Firm name and Federal Tax Id

Service / Item Description		Anticipated Utilization
		None
		None
		None
		Total Utilization:
		None
Submitted By: Subconsultant:	Recommended By: Consultant:	
*By:	*By: <i>Mark Russell</i>	
Title:	Title: <i>Vice President</i>	
SPSF Status: <input type="checkbox"/> Yes <input type="checkbox"/> No.		

“SUBCONSULTANT” (FORM RS-2) RACE AND GENDER NEUTRAL

Instructions for completing the Form RS-2:

1. Complete a Subconsultant Form RS-2 for each Subconsultant firm to be utilized by your firm.
2. Insert TIP Number and /or Type of Work (Limited Services); Project No. from Transit System
3. Complete the Consultant/Firm name and Federal Tax ID Number for the primary firm information.
4. Complete the Subconsultant/Sub Firm name and Federal Tax ID Number for the sub firm information.
5. Enter Service/Item Description – describe work to be performed by the Sub Firm
6. Enter Anticipated Utilization – Insert dollar value or percent of work to the Subconsultant/Sub Firm
7. *Signatures of both Subconsultant and Prime Consultant are required on each RS-2 Form to be submitted with the Letter of Interest (LOI) to be considered for selection
8. Complete “SPSF Status” section - Subconsultant shall check the appropriate box regarding SPSF Status, check Yes if SPSF or No if not SPSF

Appendix B: Certification of Primary Participants Regarding Debarment, Suspension, and Other Responsibility Matters

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY and VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION

(To be submitted with all bids/proposals or offers exceeding \$25,000.)

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, 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.
- (2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

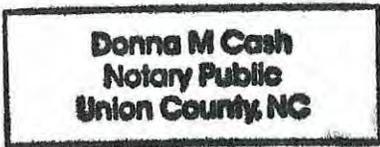
The lower tier participant (Bidder/Contractor), Gm Automotive and Accessories, Inc., certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

DATE 4-7-14
SIGNATURE Mark A. Rowell
COMPANY Gm Automotive and Accessories, Inc.
NAME MARK A. Rowell
TITLE Vice President

State of North Carolina

County of Cabarrus

Subscribed and sworn to before me this 7 day of April, 2014.



Notary Public Donna M Cash

My Appointment Expires 10/01/2017

Appendix C: Certification Of Restrictions On Lobbying
(To be submitted with all bids or offers exceeding \$100,000; must be executed prior to Award)

GM Automotive

The undersigned and Accessories, Inc. certifies, to the best of his or her knowledge and belief, that:
(Contractor)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons 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 to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, 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 Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transactions imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 for each such expenditure or failure.]

GM Automotive and

The Contractor, Accessories, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Section A 3801 *et seq.*, apply to this certification and disclosure, if any.

4-7-14
Date

Signature of Contractor's Authorized Official

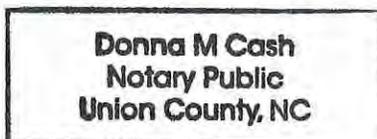
Mark A. Rowell
Name and Title of Contractors Authorized Official

Mark Rowell
Vice President

Subscribed and sworn to before me this 7 day of April, 2014, in the State of NC ;
and the County of Cabarrus.

Notary Public Donna M Cash

My Appointment Expires 10/01/2017



Appendix E: CERTIFICATE OF NON-COMPLIANCE WITH BUY AMERICA
ROLLING STOCK REQUIREMENTS

(To be submitted with all bids exceeding \$100,000. A bid, which does not include this certification or the certification under Appendix D, will not be eligible for award.)

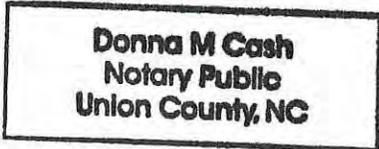
The bidder/contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. Section 5323(j)(2)(C), and regulations in 49 CFR 661.7.

DATE 4-7-14
SIGNATURE Mark A Russell
TITLE Vice President
COMPANY GM Automotive and Accessories, Inc.

State of North Carolina

County of Cabarrus

Subscribed and sworn to before me this 7 day of April, 2014



Notary Public Donna M Cash

My Appointment Expires 10/01/2017

Section D: Form of Proposal & Acknowledgement of Addenda

I understand that CCTS reserves the right to reject this proposal, but that this proposal shall remain open and shall not be withdrawn for a period of sixty (60) days from the date of its submission. Prices submitted in response to the RFP will be valid for a minimum of 180 days from the date of proposal submission.

The price quoted in any proposal shall include all labor, materials, tools, equipment and other costs necessary to fully complete the design, manufacture, delivery and implementation of the system pursuant to the negotiated specifications.

Name of Company/Firm: GM Automotive and Accessories, Inc. DBA GMAX

Name & Title of Authorized Official: Mark Rowell, Vice President

Signature: Mark G Rowell

Date: 4/7/2010 2014

Business Address: 6300 NC Highway 49
Mount Pleasant, NC 28124

Telephone Number: (704) 436-2024

Fax Number: (704) 436-2034

Email Address: markrowell@gmaxautomotive.com

Acknowledgement Of Addenda Received:

Addendum No.: Date Received: N/A

Addendum No.: Date Received: N/A

Addendum No.: Date Received: N/A

If no addenda were received, write "N/A" in each "Addendum No." blank. Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established.

Please attach a copy of each addendum received to this page, **Section D**.

**Appendix F: FEDERAL AND STATE REQUIREMENTS
AND SPECIAL CONDITIONS**

for

OPERATIONS and MANAGEMENT CONTRACTS

1. General

The work performed under this contract will be financed, in part, by grants provided under programs of the Federal Transit Administration. Citations to federal law, regulation, and guidance references include, but are not limited to, the Master Agreement FTA MA (19), dated October 1, 2012; FTA Circular 4220.1F, dated November 1, 2008; "Best Practices Procurement Manual", updated March 13, 1999 with revisions through October 2005; 49 CFR Part 18 (State and Local Governments) and 49 CFR Part 19 (Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations) and any subsequent amendments or revisions thereto.

THE FOLLOWING MAY BE USED SYNONYMOUSLY:

"BIDDER" AND "CONTRACTOR"

"PURCHASER", "PROCURING AGENCY" AND "OWNER"

2. Federal Changes

Contractor shall at all times comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

FTA's new authorizing legislation, MAP-21 made significant changes to FTA's public transportation programs.

(1) MAP-21 requirements apply to:

- a. New grants and cooperative agreements for which FTA awarded funds made available or appropriated to carry out MAP-21 programs, and
- b. Amendments to existing cooperative agreements for which FTA awarded funds made available or appropriated to carry out MAP-21 programs,

(2) Fiscal Year 2012 and previous fiscal year funding requirements apply as follows:

- a. In some instances, as determined by FTA, previous program requirements apply or will apply to grants and cooperative agreements for which FTA awarded Fiscal Year 2012 or a previous fiscal year funds, but
- b. In other instances, as determined by FTA, MAP-21 program requirements (including MAP-21 "cross-cutting requirements" identified in section 43 of this Master Agreement) apply or will apply to grants and cooperative agreements for which FTA awarded Fiscal Year 2012 or a previous fiscal year funds.

3. Notification of Federal Participation

To the extent required by Federal law, the State of North Carolina agrees that, in administering any Federal assistance Program or Project supported by the underlying Grant Agreement or Cooperative Agreement, any request for proposals, solicitation, grant application, form, notification, press release, or other publication involving the distribution of FTA assistance for the Program or the Project that it will identify the FTA grant source by listing the Catalog of Federal Domestic Assistance Number of the

program. The following FTA grant programs will be eligible to participate in this bid, 20.505, 20.507, 20.500, 20.513, 20.509, 20.516, 20.519, 20.521, 20.525, and 20.526. Federal funding assistance up to eighty (80%) percent may be provided.

4. **Definitions**

Third Party Agreement, in accordance with the Master Agreement unless FTA determines otherwise in writing, includes all of the following agreements, such as:

- (1) Third party contracts,
- (2) Leases,
- (3) Third party subcontracts; and
- (4) Other similar arrangements or agreements.

Third Party Participant, in accordance with the Master Agreement unless FTA determines otherwise in writing, includes all of the following participants, such as:

- (1) Third party contractors,
- (2) Lessees,
- (3) Third party subcontractors, and
- (4) Other participants in the Project

5. **Conflict of Interest**

No employee, officer, board member, or agent of the Owner shall participate in the selection, award, or administration of a contract supported by Federal Transit Administration (FTA) funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, board member, or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award.

6. **Lobbying**

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

The requisite "Lobbying Certification" is included as ATTACHMENT A (attach Standard Form-LLL if necessary) and must be executed for contracts of \$100,000 or more and prior to the award of the contract.

7. **Civil Rights**

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(a) The third party contractor and all lower tiers shall comply with all provisions of FTA Circular 4701.1A, "Title VI and Title VI Dependent Guidelines for Federal Transit Administration recipients", May 13, 2007.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the Contractor agrees to comply and assures the compliance of each subcontractor at any tier of the Project, with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000(e) note, and also with any Federal laws, regulations, and directives affecting construction undertaken as part of the Project.

(3) **Nondiscrimination on the Basis of Age** – The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 et seq., and with implementing U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance, 45 C.F.R. Part 90, which prohibit discrimination against individuals on the basis of age.

The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625, which prohibits discrimination against individuals on the basis of age.

(4) **Nondiscrimination on the Basis of Sex** - The Contractor agrees to comply with all applicable

requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 25, that prohibit discrimination on the basis of sex.

(5) **Access for Individuals with Disabilities** - The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

- (1) U.S. DOT regulations "Transportation Services for Individuals with Disabilities (ADA)" 49 C.F.R. Part 37;
- (2) U.S. DOT regulations "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F. R. Part 38;
- (4) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities." 28 C.F.R. Part 36;
- (6) U.S. GSA regulations "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 49 C.F.R. Part 64, Subpart F;
- (9) U.S. Architectural and Transportation Barriers Compliance Board regulations, "Electronic and Information Technology Accessibility Standards." 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 C.F.R. part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws

and regulations, except to the extent the Federal Government determines otherwise in writing.

(6) **Access to Services for Persons with Limited English Proficiency.** The Contractor agrees to comply with Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 *Fed. Reg.* 74087, December 14, 2005, except to the extent that the Federal Government determines otherwise in writing.

(7) **Environmental Justice.** The Contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note; and DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 *Fed. Reg.* 18377 *et seq.*, April 15, 1997, except to the extent that the Federal Government determines otherwise in writing; and FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance.

(8) **Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections.** To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.

(9) **Other Nondiscrimination Laws.** The Contractor agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable directives prohibiting discrimination, except to the extent that the Federal Government determines otherwise in writing.

(10) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

8. Contracting with Disadvantaged Business Enterprises

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective October 1, 2004.

a. This contract is subject to the requirements of U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26 [*U.S. DOT published final rule, "Disadvantaged Business Enterprise: Program Improvements," 49 C.F.R. Part 26, on January 28, 2011 (see 76 Fed. Reg. 5083)*], and Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, as amended by Section 451 of the Hiring Incentives to Restore Employment (HIRE) Act, Pub. L. 111-147, March 18, 2010, 23 U.S.C. § 101 note.

The NC Department of Transportation/Public Transportation Division's overall goal for DBE participation is 8.6%.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this

contract or such other remedy as the **Procuring Agency** deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

c. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Procuring Agency. In addition, these may apply:

- **the contractor may not hold retainage from its subcontractors; or**
- **is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed; or**
- **is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the Procuring Agency and contractor's receipt of the partial retainage payment related to the subcontractor's work.**

d. The contractor must promptly notify the **Procuring Agency** whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the **Procuring Agency**.

9. Clean Air Act

(a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 306 of the Clean Air Act as amended, 42 U.S.C. § 7606, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. The Contractor agrees to report any violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the State and/or FTA and the appropriate EPA Regional Office.

(b) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal Assistance provided by FTA.

10. Clean Water

(a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377. The Contractor agrees to report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

11. Environmental Protection

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, (NEPA) 42 U.S.C. §§ 4321 through 4335 (as restricted by 42 U.S.C. § 5159, if applicable); Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements at 49 U.S.C. § 5323(c)(2), as amended by MAP-21, ; U.S. Council on Environmental Quality regulations pertaining to

compliance with NEPA, 40 C.F.R. Parts 1500 through 1508; and joint FHWA FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622; and other applicable Federal environmental protection regulations that may be promulgated at a later date. The Contractor agrees to comply with the applicable provisions of 23 U.S.C. § 139 pertaining to environmental procedures, and 23 U.S.C. § 326, pertaining to Purchaser's responsibility for categorical exclusions, in accordance with the provisions of joint FHWA/FTA final guidance, "Environmental Review Process (Public Law 109-59)," 71 Fed. Reg. 66576 *et seq.* November 15, 2006 and any applicable Federal directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing.

12. Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Sect. 6321 et seq.

13. Buy America

If the Contractor is providing vehicles as part of the operations or service agreement, the vehicles must meet Buy America. The Contractor agrees to comply with 49 U.S.C. § 5323(j), as amended by MAP-21 and 49 C.F.R. part 661, to the extent consistent with MAP-21, and subsequent amendments to those regulations that may be promulgated. The Contractor also agrees to comply with FTA directives to the extent those directives are consistent with MAP-21, except to the extent that FTA determines otherwise in writing. Buy America requirements state that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waiver requirements are listed in 49 CFR 661.7. Appendix A grants a general public interest waiver from the Buy America requirements that apply to microprocessors, computers, microcomputers, or software, or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device, which merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Small purchases (currently less than \$100,000) made with capital, operating, or planning funds are also exempt from the Buy America requirements.

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11, which provide that Federal funds may not be obligated unless rolling stock is manufactured in the United States and have a sixty (60%) percent domestic content. Rolling stock that is not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content. **Rolling stock includes:** buses, other vehicles used in transportation, train control equipment, communication equipment, and traction power equipment.

Effective July 24, 1995 small purchases (under the \$100,000 threshold) made with FTA funds, will not be subject to the Buy America requirement. The value of small purchases should be determined by using "contract price" and not "unit price".

These regulations require, as a matter of responsiveness, that the Bidder or Contractor submit to the purchaser the appropriate Buy America certification (Attachment C or D) with all bids where FTA funds are provided, except those subject to a general waiver or less than \$100,000.

BIDS OR OFFERS THAT ARE SUBMITTED WITHOUT THE COMPLETED BUY AMERICA CERTIFICATION MUST BE REJECTED AS NONRESPONSIVE. BIDDERS ARE ADVISED THAT SUBMISSION OF BOTH CERTIFICATIONS WITH THE BID IS ALSO CONSIDERED NONRESPONSIVE AND WILL RESULT IN REJECTION OF THE BID; ONLY ONE CERTIFICATION (either C or D) SHALL BE SUBMITTED. The certification requirement does not apply to lower tier subcontractors.

14. Pre-Award and Post-Delivery Audits of Rolling Stock Purchases

If the Contractor is providing vehicles as part of the operations or service agreement, the vehicles must meet the requirements of the Pre-Award and Post-Delivery Audits for Rolling Stock. 49 U.S.C. Section 5323(m), as amended by MAP-21 and FTA's implementing regulation 49 CFR Part 663, dated September 24, 1991, and, when promulgated, any amendments to those regulations, require all recipients purchasing vehicles carrying passengers to conduct pre-award and post-delivery audits. If the provisions of 49 U.S.C. Section 5323(m), as amended by MAP-21 conflict with FTA's implementing regulations as currently promulgated the provisions of 49 U.S.C. Section 5323(m), as amended, prevail.

Pre-Award Audit:

Pre-award information may also be submitted with the bid.

(1) Buy America Requirements: (for contracts of \$100,000 and more)

The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America (see Section 14. Buy America). If the Contractor certifies compliance with Buy America, it shall provide supporting documentation that indicates that 60% of the cost of all components are manufactured in the United States and that final assembly takes place in the United States. The documentation shall include:

- a) the component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs;
- b) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of the final assembly; and
- c) a copy of the letter from FTA granting a waiver on the vehicle(s) for all or part of the Buy

America requirement under section 165(b)(1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act (STAA) of 1982, as amended;

(2) Federal Motor Vehicle Safety Standards (FMVSS) Certification: (must be completed for all purchases)

The Contractor shall submit:

- a) the manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS regulations; or
- b) the manufacturer's certified statement that the contracted vehicles will not be subject to the FMVSS regulations.

(3) Solicitation Specification Requirements:

The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

Post-Delivery Audit:

Upon completion of the vehicle(s), and prior to filing of the title, the successful bidder shall provide the information indicated in 1-3 above. This post-delivery audit is required to ensure that the vehicle(s) were manufactured as intended. Failure to comply with this requirement or inability to certify Buy America compliance shall be cause for rejection of the vehicle(s).

Upon delivery and acceptance of the equipment, the vehicle(s) shall undergo a thorough visual inspection and road test to assure compliance to contract specifications.

*Note - The term "manufacturer" shall include, but not be limited to, the chassis manufacturer; the secondary manufacturer; a second party providing additions or modifications to the vehicle, and/or the bidder.

Please refer to EXHIBIT I regarding computation of component and subcomponent parts.

The Contractor shall require the lowest bidders, determined at bid opening, to submit the Pre-Audit information within three (3) working days of the request. This information may also be submitted with the bid. **This pre-award audit information is required to be eligible for award of the bid.** Failure to comply with this requirement shall be cause for rejection of the bid.

Certifications of Pre-Award and Post-Delivery Audits should be presented with documentation from contractor. Additional documentation should be made available upon request.

15. **Fly America**

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

16. **Recycled Products**

The Recycled Products requirement applies to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000. These requirements flow down to all contractor and subcontractor tiers.

To the extent possible the contractor agrees to comply with U. S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended, 42 U.S.C. 6962. The contractor agrees to provide competitive preference for products and services that conserve natural resources, protect the environment and are energy efficient, except to the extent that the Federal Government determines otherwise in writing.

These items include, but may not be limited to:

Paper and paper products, excluding building and construction paper grades.

Vehicular products:

- (a) Lubricating oils containing re-refined oil, including engine lubricating oils, hydraulic fluids, and gear oils, excluding marine and aviation oils.
- (b) Tires, excluding airplane tires.
- (c) Reclaimed engine coolants, excluding coolants used in non- vehicular applications.
- (d) Rebuilt vehicular parts.

Transportation products:

- (a) Traffic barricades and traffic cones used in controlling or restricting vehicular traffic.
- (b) Parking stops made from concrete or containing recovered plastic or rubber.
- (c) Channelizers containing recovered plastic or rubber.
- (d) Delineators containing recovered plastic, rubber, or steel.
- (e) Flexible delineators containing recovered plastic.

Miscellaneous products:

- (a) Pallets containing recovered wood, plastic, or paperboard.
- (b) Sorbents containing recovered materials for use in oil and solvent clean-ups and as animal bedding.
- (c) Industrial drums containing recovered steel, plastic, or paper.
- (d) Awards and plaques containing recovered glass, wood, paper, or plastic.
- (e) Mats containing recovered rubber and/or plastic.
- (f) (1) Non-road signs containing recovered plastic or aluminum and road signs containing recovered aluminum.
- (2) Sign supports and posts containing recovered plastic or steel.
- (g) Manual-grade strapping containing recovered steel or plastic.
- (h) Bike racks containing recovered steel or plastic.
- (i) Blasting grit containing recovered steel, coal and metal slag, bottom ash, glass, plastic, fused alumina oxide, or walnut shells.

Park and recreation products:

- (a) Playground surfaces and running tracks containing recovered rubber or plastic.
- (b) Plastic fencing containing recovered plastic for use in controlling snow or sand drifting and as a warning/safety barrier in construction or other applications.
- (c) Park benches and picnic tables containing recovered steel, aluminum, plastic, or concrete.
- (d) Playground equipment containing recovered plastic, steel, or aluminum.

Landscaping products:

- (a) Hydraulic mulch products containing recovered paper or recovered wood used for hydroseeding and as an over-spray for straw mulch in landscaping, erosion control, and soil reclamation.
- (b) Compost made from yard trimmings, leaves, grass clippings, and/ or food waste for use in landscaping, seeding of grass or other plants on roadsides and embankments, as a nutritious mulch under trees and shrubs, and in erosion control and soil reclamation.
- (c) Garden and soaker hoses containing recovered plastic or rubber.
- (d) Lawn and garden edging containing recovered plastic or rubber.
- (e) Plastic lumber landscaping timbers and posts containing recovered materials.

Non-paper office products:

- (a) Office recycling containers and office waste receptacles.
- (b) Plastic desktop accessories.
- (c) Toner cartridges.
- (d) Plastic-covered binders containing recovered plastic; chipboard and pressboard binders containing recovered paper; and solid plastic binders containing recovered plastic.
- (e) Plastic trash bags.
- (f) Printer ribbons.
- (g) Plastic envelopes.

- (h) Plastic clipboards containing recovered plastic.
- (i) Plastic file folders containing recovered plastic.
- (j) Plastic clip portfolios containing recovered plastic.
- (k) Plastic presentation folders containing recovered plastic.
- (l) Office furniture containing recovered steel, aluminum, wood, agricultural fiber, or plastic.

17. Debarment and Suspensions

This contract is a covered transaction for purposes of 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 CFR Part 180. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940, 180.935 and 180.945.

The contractor is required to comply with 2 CFR 180, Subpart C and must include the requirement to comply with 2 CFR 180, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the **Procuring Agency**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **Procuring Agency**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR 180, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

The Procuring Agency agrees and assures that its third party contractors and lessees will review the "Excluded Parties Listing System" at <https://www.sam.gov/> before entering into any subagreement, lease or third party contract.

The Procuring Agency will be reviewing all third party contractors under the Excluded Parties Listing System at <https://www.sam.gov/> before entering into any contracts.

The requisite Debarment and Suspension Certification is included as ATTACHMENT B (attach additional statement if necessary) and must be executed for contracts of \$25,000 or more and prior to the award of the contract.

18. Termination or Cancellation of Contract

The Owner, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the project. If this contract is terminated, the Owner shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

The Owner, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the project. If this contract is terminated, the Owner shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

The Owner may terminate this contract in whole or in part, for the Owner's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Owner shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Owner all equipment (property of

Owner), data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Owner shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Owner may complete the work by issuing another contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Owner.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Owner.

19. Breach of Contract

If the Contractor does not deliver the required services or the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Owner may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

The Owner in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the Contractor fails to remedy to Owner's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from Owner setting forth the nature of said breach or default, The Owner shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Owner from also pursuing all available remedies against Contractor and its sureties for said breach or default.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the Owner, protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and Owner shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If it is later determined by the Owner that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Owner, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

20. Resolution of Disputes

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Owner. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized representative of the Owner. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of the Owner shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the Owner, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Owner and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Owner is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Owner, Architect or

Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

21. Protest Procedures

To ensure that protests are received and processed effectively the Purchaser shall provide written bid protest procedures upon request. In all instances information regarding the protest shall be disclosed to the N.C. Department of Transportation (NCDOT). All protest requests and decisions must be in writing. A protester must exhaust all administrative remedies with the Purchaser before pursuing remedies through the NCDOT. Reviews of protests by the NCDOT will be limited to the Purchaser's failure to have or follow its protest procedures, or its failure to review a complaint or protest. An appeal to the NCDOT must be received by the Department within three (3) working days of the date the protester knew or should have known of the violation. An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester knew or should have known of the violation. Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local authorities.

22. No Federal Government Obligations to Third Parties

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

23. Program Fraud and False or Fraudulent Statements and Related Acts

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its activities in connection with this Project. Accordingly, upon

execution of the underlying contract or agreement the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may apply, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement involving a project authorized under 49 U.S.C. chapter 53 or any other Federal statute, the Federal Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 or other applicable Federal statute to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

24. Access to Records and Reports

The Contractor agrees to permit, and require its subcontractors to permit, the U.S. Secretary of Transportation, and the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Contractor and its subcontractors pertaining to the Project, as required by 49 U.S.C. § 5325(g).

Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S. D. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5303, 5307, 5309, 5310, 5311, 5316, or 5317.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after that date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 C.F.R. 18.39 (i)(11).

The State of North Carolina, Office of the State Auditor, now requires that all records now be retained for five (5) years after that date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto.

25. Privacy

To the extent that the Contractor, or its subcontractors, if any, or any to their respective employees administer any system of records on behalf of the Federal Government, Contractor agrees to comply with, and assure the compliance of its subcontractors, if any, with the information restrictions and other applicable requirements of the Privacy Act of 1974, as amended, 5 U.S.C. Sect. 552, (the Privacy Act).

The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

26. Contract Work Hours and Safety Standards Act

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from ... the [Federal] Government." 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 49 CFR 18.36(i)(6)), the Act no longer applies to any "contract in an amount that is not greater than \$100,000." 40 USC 3701(b)(3)(A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work." These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act's requirements are satisfied.

Clause Language:

Contract Work Hours and Safety Standards

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same

prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

27. Transit Employee Protective Agreements

The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.) These provisions are applicable to all contracts and subcontracts at every tier.

Transit Employee Protective Provisions.

(1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. § 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in U.S. DOL's certification of public transportation employee protective arrangements to FTA, the date of which appears in the Grant Agreement or Cooperative Agreement for the Project. The Recipient agrees to implement the Project in accordance with the conditions stated in that U.S. DOL certification. That certification and any documents cited therein are incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The requirements of this Subsection of the Master Agreement do not apply to Projects for elderly individuals or individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2) or subsection 3012(b) of SAFETEA-LU, Projects for nonurbanized areas authorized by 49 U.S.C. § 5311; or Projects for the over-the-road bus accessibility program authorized by section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, 49 U.S.C. § 5310 note. Separate requirements for those Projects are set forth in Subsections (b), (c), and (d), respectively, below. *[Amendments to U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, were published at 73 Fed. Reg. 47046 et seq., August 13, 2008.]*

(b) Public Transportation Employee Protective Arrangements for Elderly Individuals and Individuals with Disabilities for the Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program. To the extent that the U.S. Secretary of Transportation has determined or determines in the future that employee protective arrangements required by 49 U.S.C. § 5333(b) are necessary or appropriate for a governmental authority subrecipient participating a Project authorized by 49 U.S.C. § 5310(b)(2) or subsection 3012(b) of SAFETEA-LU, 49 U.S.C. § 5310 note, the Recipient agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor necessary to comply with the requirements of 49 U.S.C. § 5333(b), in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions, if any, are identified in the U.S. DOL's certification of public

transportation employee protective arrangements to FTA, the date of which appears in the Grant Agreement. The Recipient agrees to implement the Project in compliance with the conditions stated in that U.S. DOL certification, to the extent that certification is required. Any U.S. DOL certification that may be provided and any documents cited therein are incorporated by reference and made part of the Grant Agreement. *[New amendments to U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, were published at 73 Fed. Reg. 47046 et seq., August 13, 2008.]*

(c) Public Transportation Employee Protective Arrangements for Projects in Nonurbanized Areas Authorized by 49 U.S.C. § 5311. The Recipient agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program that is most current as of the date of execution of the Grant Agreement or Cooperative Agreement for the Project, and any alternative comparable arrangements specified by U.S. DOL for application to the Recipient's project, in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any revisions thereto. *[New amendments to U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, were published at 73 Fed. Reg. 47046 et seq., August 13, 2008.]*

(d) Employee Protective Arrangements for Projects Financed by the Over-the-Road Bus Accessibility Program. The Recipient agrees to comply with the terms and conditions of the Special Warranty for the Over-the-Road Bus Accessibility Program that is most current as of the date of execution of the Grant Agreement or Cooperative Agreement for the Project, and any alternative comparable arrangements specified by U.S. DOL for application to the Recipient's project, in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any revisions thereto. *[New amendments to U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, were published at 73 Fed. Reg. 47046 et seq., August 13, 2008.]*

(2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

28. Project Labor Agreements (formerly Neutrality in Labor Relations)

As a condition of contract award, the Owner may require a third party contractor or subcontractor to have an affiliation with a labor organization such as a project labor agreement, consistent with Executive Order No. 13502, "Use of Project Labor Agreements [PLA] for Federal Construction Projects," February 6, 2009, 41 U.S.C. ch. 39, Refs & Annos., except as the Federal Government determines otherwise in writing.

29. Federal Motor Carrier Safety Administration

The Contractor and its subcontractors, lessees or third party contractors will comply to the applicable provisions of the following promulgated U.S. FMCSA regulations.

Financial Responsibility.

1. To extent that the Contractor or its subcontractor, lessee or third party is engaged in interstate commerce and not within a defined commercial zone, the Contractor agrees to comply with U.S. FMCSA regulations, "Minimum Level of Financial Responsibility for Motor Carriers", 49 U.S.C. Part 387, Dealing with economic registration and insurance requirements.
 - a) The amount of insurance required of Federal assistance recipients (5307, 5310 and 5311) is reduced to the highest amount of any state in which the transit provider operates.
2. To extent that the Contractor or its subcontractor, lessee or third party is engaged in interstate commerce and not within a defined commercial zone, and the grant recipient is not a unit of government (defined as Federal Government, a state, any political subdivision of a state or any agency established under a compact between states), the Contractor agrees to comply with U.S.

FMCSA regulations, Subpart B, "Federal Motor Carrier Safety Regulation", at 49 CFR Parts 390 through 396.

Driver Qualifications.

1. The Contractor or its subcontractor, lessee or third party agree to comply with U.S. FMCSA's regulations, "Commercial Driver's License Standards, Requirements, and Penalties", 49 CFR Part 383.

Substance Abuse Rules for Motor Carriers

1. The Contractor or its subcontractor, lessee or third party agree to comply with U.S. FMCSA's regulations, "Drug and Alcohol Use and Testing Requirements" 49 CFR Part 382, which apply to transit providers that operate a commercial motor vehicle that has a gross vehicle weight rating over 26,000 pounds or is designed to transport sixteen (16) or more passengers, including the driver.

30. National Intelligent Transportation Systems Architecture and Standards

To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards requirements of 23 U.S.C. § 517(d), as amended by MAP-21, and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing. (*applicable to ITS projects*)

31. Charter Service

The Charter Bus requirements apply to all Operational Service Contracts. The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

The contractor agrees that no project financed under 49 U.S.C. chapter 53 or under 23 U.S.C. §§ 133 or 142, will engage in charter service operations, except as authorized by 49 U.S.C. § 5323(d) and FTA regulations, "Charter Service," 49 C.F.R. Part 604, and any Charter Service regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing. The Charter Service Agreement the Grant Recipient has selected in its latest annual Certifications and Assurances is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project and part of this procurement. The following FTA's Charter Service regulations, apply: (1) the requirements of FTA's Charter Service regulations and any amendments thereto will apply to any charter service it or its subrecipients, lessees, third party contractors, or other participants in the Project provide; (2) the definitions of FTA's Charter Service regulations will apply to the Recipient's charter operations, and (3) a pattern of violations of FTA's Charter Service regulations may require corrective measures and imposition of remedies, including barring the Recipient, subrecipient, lessee, third party contractor, or other participant in the Project operating public transportation under the Project from receiving Federal financial assistance from FTA, or withholding an amount of Federal assistance as set forth in Appendix D to those regulations. [*Amendments to FTA regulations, "Charter Service," 49 C.F.R. Part 604, were published at 73 Fed. Reg. 2325 et seq., January 14, 2008, and amended at 73 Fed. Reg. 44927 et seq., August 1, 2008, and at 73 Fed. Reg. 46554 et seq., August 11 2008.*]

32. School Bus Operations

The School Bus requirements apply to all Operational Service Contracts. The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified

exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

33. Drug and Alcohol Testing

The Contractor agrees to comply with the FTA Drug and Alcohol Regulation, 49 CFR 655, revised October 1, 2005, that implemented 49 U.S.C. § 5331, and any subsequent revisions or amendments thereto, in establishing and implementing a drug use and alcohol misuse testing program. This program is to be strictly applied to all safety sensitive employees of the Contractor for pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing. This program takes effect immediately upon the execution of the contract.

34. State and Local Disclaimer

The Owner does not warrant or make any representation as to the accuracy or completeness of the information, text, graphics, links and other items contained in this document or on this server or any other server. Such materials have been compiled from a variety of sources and are subject to change without notice from the State and FTA.

35. Geographic Preference

Procurements shall be conducted in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in evaluation or award of bids or proposals, except where applicable Federal statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws.

36. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

37. Hold Harmless

Except as prohibited or otherwise limited by State law, the Contractor agrees to indemnify, save, and hold harmless the Owner of this Contract and its officers, agents, and employees acting within the scope of their official duties against any liability, including all claims, losses, costs and expenses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor or subcontractor in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the contractor.

38. Safe Operation of Motor Vehicles

a. Seat Belt Use.

Pursuant to Executive Order No. 13043, April 16, 1997, 23 U. S. C. § 402, the Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally-operated vehicles and include this provision in any third party subcontracts, leases or similar documents in connection with this project.

b. Distracted Driving, Including Texting While Driving.

Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, FTA encourages each third party contractor to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in any third party subcontract leases or similar documents in connection with this project.

c. Safety. The Contractor is encouraged to:

- (a) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

Company-owned or rented vehicles; Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or any vehicle, on or off duty, and using an electronic device.

- (b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

c. Definitions

- (1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.
- (2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

39. Exclusionary or Discriminatory Specifications or Requirements

The Contractor agrees that it will comply with the requirements of 49 U.S.C. Sect. 5325(h) by refraining from using any funds derived from FTA in performance of this Contract to support any subcontracts that use exclusionary or discriminatory specifications or requirements.

40. North Carolina State Ethic's Requirement

Pursuant to Governor Perdue's Executive Order # 24, this section should be included in the terms and conditions of all contracts let by the Governor's Cabinet Agencies and the Office of the Governor:

- 1) "By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:
 - (1) have a contract with a governmental agency; or
 - (2) have performed under such a contract within the past year; or
 - (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

To be added near the signature portion of all contracts let by the Governor's Cabinet Agencies and the Office of the Governor:

"N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization."

41. Sensitive Security Information

Each third party contractor must protect, and take measures to ensure that its subcontractors at each tier protect, "sensitive security information" made available during the administration of a third party contract or subcontract to ensure compliance with 49 U.S.C. Section 40119(b) and implementing DOT regulations, "Protection of Sensitive Security Information," 49 CFR Part 15, and with 49 U.S.C. Section 114(r) and implementing Department of Homeland Security regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520.

Appendix G
PRICE PROPOSAL
RFP
Vehicle Maintenance Services

Maintenance and repair service pricing shall be paid on a cost reimbursement basis. All activities will be priced prior to the start of the work. Completed work orders / invoice will be returned with the vehicle is picked up. All work must be discussed / approved by CCTS prior to beginning the work.

Each Proposer can submit an offer on all work or just specific work activities by checking yes or no in the appropriate box.

All component warranties will be given to CCTS. Contractor will assist CCTS in determining the best fit based on cost and potential warranties.

Description	Price	
Labor Rate Per Hour	Flat Rate	\$ 90.00
Wash / Vacuum Labor Rate per Hour	Flat Rate	N/A
Wash/Vacuum Fee	Flat Rate	\$ 24.50

Maintenance Activity	Ability To Perform
Preventative Maintenance Schedule	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Wheelchair Lift Maintenance Schedule	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Front Brake Reline (Both Sides)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Front Brake Overhaul (Both Sides)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Brake Rotor Replacement (One Each)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Rear Brake Reline (Both Sides)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Rear Brake Overhaul (Both Sides)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Minor EVAC and Recharge R134 AC System	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Alignment	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Battery Replacement	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Fuel Injection Flush	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Alternator	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Fuel Pump Module	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Window Motors	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Shock Absorbers	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Transmission / Engine Oil Cooler Lines	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Tires	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Towing Services	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Accident Repair / Body Work	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

This information is true and accurate to the best of my knowledge and ability.

Typed Name of Person Completing this Form: Mark A. Rowell
 Title: Vice President
 Signature: Mark A. Rowell Date: 4-7-14

- Contractors and consultants will need to provide the required information for their own workforce as well as the workforce of all subcontractors that were active on their ARRA funded project(s) for the reporting month. **These reports are required monthly until the contract is completed or September 2012 whichever occurs first.**

The Contractor hereby agrees to comply with the Contract Provisions and Reporting Requirements as indicated in the American Recovery and Reinvestment Act of 2009 and any amendments thereto. The Contractor also agrees to comply with any additional reporting requirements that may be requested by NC Department of Transportation, FTA, U. S. Department of Transportation, the Inspector General (IG), the Government Accountability Office (GAO), or other entities, for example Congressional committees or individual members of Congress. The Contractor hereby agrees to inspections or audits that may occur at any time from the any of the above referenced federal or state agencies. Contractors are requested to provide a copy of any such reports to NC Department of Transportation on any responses to such requests for information or as a result of an inspection or audit.

By the submission of this proposal or bid, the Contractor hereby certifies and affirms to the truthfulness and accuracy of each of the above statements of this certification.

INSTRUCTIONS TO PROPOSERS

SUBMITTAL REQUIREMENTS

The information included in this document is designed to assist with responding to the RFP by indicating the desires of the procuring agency. All respondents must accurately and completely fill out the *Maintenance Response Form*.

Respondents to this RFP may only communicate with the designated contact listed in this RFP regarding the RFP and/or selection process. All communication shall be **in writing**. Companies/Firms shall have no contact related to this project with elected officials or appointed officials other than the CCTS designated contact listed in this RFP.

The proposal will be valid for a period of 120 days from submission. Following a six (6) month probationary period, the contract period shall be for 36 months with an option of up to two (2) 12-month extensions.

All submitted proposals must adhere to the following guidelines:

1. Be typed on 8 1/2" by 11" paper
2. Mail to the address on Page 1, in SEALED packages clearly marked "Vehicle Maintenance Services for CCTS"
3. Be received on or before opening date and time,

SUBMISSION PACKET CHECKLIST		
The checklist below is provided to help proposers with compilation of documents requested in this RFP.		
Check (√)	INCLUDED IN PACKET	Sign Off as Complete
✓	A. Letter of Transmittal	<i>Mark A. Rowell</i>
✓	B. Maintenance Response Form	<i>Mark A. Rowell</i>
✓	C. Certificates of Insurance	<i>Mark A. Rowell</i>
✓	D. Form of Proposal and Acknowledgement of Addenda	<i>Mark A. Rowell</i>
✓	E. Required Submissions from Appendices	<i>Mark A. Rowell</i>
✓	F. Submission of Packet Checklist - Completed	<i>Mark A. Rowell</i>
✓	One (1) original printed document and a CD (or other electronic format) of completed and signed proposal response	<i>Mark A. Rowell</i>

GRANTS SERVICE LLC

P. O. Box 791
Jamestown, NC 27282
(336) 803-0364

VEHICLE MAINTENANCE SERVICES

PROPOSAL PACKAGE

PROOF OF RECEIPT

CABARRUS COUNTY TRANSPORTATION SERVICE (CCTS)

APRIL 9, 2014

*SEALED PACKAGE HAND DELIVERED TO:
CABARRUS COUNTY TRANSPORTATION SERVICE (CCTS)*

DATE: APRIL 9, 2014

BY: DAVID GRANT
GRANTS SERVICE LLC

RECEIVED BY: Sherril Bamhardt
Signature of Authorized Agent for:
CABARRUS COUNTY TRANSPORTATION SERVICE (CCTS)

VERIFY DATE: 4/9/14

TIME RECEIVED: 12:22pm

Grants Service LLC
Angela Grant

INSTRUCTIONS TO PROPOSERS

SUBMITTAL REQUIREMENTS

The information included in this document is designed to assist with responding to the RFP by indicating the desires of the procuring agency. All respondents must accurately and completely fill out the *Maintenance Response Form*.

Respondents to this RFP may only communicate with the designated contact listed in this RFP regarding the RFP and/or selection process. Any discussions of this RFP with anyone other than the designated contact at the Transit System will result in disqualification of the Contractor. All communication shall be **in writing**. Companies/Firms shall have no contact related to this project with elected officials or appointed officials other than the Transit System's designated contact listed in this RFP. Any such contact will subject the Company/Firm to immediate disqualification for consideration for this service.

The proposal will be valid for a period of 120 days from submission. The contract period shall be for 36 months with an option of two 12-month extensions.

All submitted proposals must adhere to the following guidelines:

1. Be typed on 8 1/2" by 11" paper
2. Mail to the address on Page 1, in SEALED packages clearly marked "Vehicle Maintenance Services for Cabarrus County Transportation Service"
3. Be received on or before opening date and time, **3 pm on April 9, 2014** at Cabarrus County transportation Service, 1303 South Cannon Blvd., Kannapollis, NC 28083./
4. Sherri Barnhardt, CLGPO < CPPB, Cabarrus County Government Center, Finance Department, 65 Church Street, SE, Concord, NC 28025 – Package to be taken to this address.

SUBMISSION PACKET CHECKLIST		
The checklist below is provided to help proposers with compilation of documents requested in this RFP.		
Check (✓)	INCLUDED IN PACKET	Sign Off as Complete
✓	A. Letter of Transmittal	<i>AD</i>
✓	B. Maintenance Response Form	<i>AD</i>
✓	C. Certificates of Insurance	<i>AD</i>
✓	D. Form of Proposal and Acknowledgement of Addenda	<i>AD</i>
✓	E. Required Submissions from Appendices	<i>AD</i>
✓	F. Submission of Packet Checklist - Completed	<i>AD</i>

GRANTS SERVICE LLC

P. O. Box 791
Jamestown, NC 27282
(336) 803-0364

April 9, 2014

Mr. Bob Bushey
Cabarrus County Transportation Service
1303 South Cannon Blvd.
Kannapolis, NC 28083

RE: TRANSMITTAL LETTER
VEHICLE MAINTENANCE SERVICES FOR CABARRUS COUNTY
TRANSPORTATION SERVICE

Dear Mr. Bushey:

Grants Service LLC is pleased to submit its proposal for your Wheelchair Lift Equipped Vans Maintenance Schedule. We are a mobile service that comes to you, doing service on Wheelchair Lifts. Our Company has been in business for fourteen years.

1. Bidder's mailing address: Grants Service LLC
PO Box 791
Jamestown, NC 27282
2. Electronic mail address, fax number and telephone number for authorized signer:
Angela J. Grant, Owner/President
GSCw/northstate.net
Fax: (336) 812-8062
Phone: (336) 812-8162
Phone: (336) 803-0364 – David Grant Member
3. Bidder is a LLC partnership, member-managed WBE. (Grants Service LLC has filed a petition to receive Certification with North Carolina Department of Transportation).
4. Bidder's Federal Tax Identification Number: 27-2504064.
5. Bidder certifies, to the best of our knowledge, that we are not on the federal or state list of ineligible Contractors

6. Grants Service LLC will comply with all Contract Terms and Conditions that apply to our Mobile Business. (We come to your site and do all work, when your vans are not needed on the road. Our Company works seven days a week for your convenience).
7. Grants Service LLC is a mobile service company and therefore does not have a garage, or employees. Attached is a Certificate of General Liability Insurance.
8. All forms are included with this proposal as outlined.
9. One original and one copy of proposal have been enclosed.

Grants Service LLC is a Mobile Company that is well known for its attention to customer service, keeping your Lift Equipped Vans on the road, and staying current in our Certification by The Braun Corporation and Ricon Corporation. Grants Service LLC not only does service and repair work for the Wheelchair Lift, but are Dealers and do the warranty work for the above mentioned companies.

We respectfully submit this proposal and appreciate the opportunity to serve Cabarrus County.

Sincerely,

A handwritten signature in cursive script that reads "Angela J. Grant".

Angela J. Grant
Owner/President

Response Form

1.1 General

This section contains the responses to be addressed by Proposers. Proposers shall address the questions in the order presented, identifying the proposal questions by number. Proposals need to be specific, detailed and straight-forward using clear, concise, easily understood language.

Proposals shall be typed or written in a legible fashion.

1.2 Proposal Response

The answers to the questions in this section will be evaluated and scored to determine Proposers ability to provide quality service at fair and reasonable prices while maintaining high standards of safety and customer satisfaction.

Proposers are encouraged to make any comments and/or to attach any information that may assist the Selection Committee in evaluating their ability to perform this contract.

Each item in the responses shall be addressed and responses shall be numbered and identified by the section to correspond with the RFP questions.

Proposer: GRANTS SERVICE LLC



4/9/2014

1.3 - CONTRACTOR INFORMATION SHEET Request for Verification / Notification of Information Changes

Name of Business or Individual: GRANTS SERVICE LLC
(List name as will appear on Invoice)

Owner's Name: GRANTS SERVICE LLC
(Individuals: names as it appears on Social Security Card
Sole Proprietorships: Name as it appears on SS Card or EIN Notification as used below
Partnerships and Corporations: Correct legal name of business)

Primary Contact: Angela J. Grant Work Phone #: (336) 812-8162
Cell Phone #: (336) 803-0364
Fax #: (336) 812-8062
Email Address: GSC@northstate.net
()

Secondary Contact: David P. Grant Work Phone #: _____
Cell Phone #: (336) 803-0364

Mailing Address: P. O. Box 791
Jamestown, NC 27282 Number Used To File Federal Income Tax:
Federal Tax ID: 27 - 2504064

Physical Address: 4122 Quarterstaff Ct. **MUST BE CORRECT FOR 1099 PURPOSES**
High Point, NC 27265 DUNS # (ARRA) N/A

Taxing County: Guilford
(if NC)

Business & Individual Characteristics (Complete All):

Check ALL That Apply:

- Individual*
- Sole Proprietorship*
- Federal Government
- State Government
- Local Government

- NCDOT Certified DBE
- Minority-Owned Bus (MBE)
- Women-Owned Business Enterprise (WBE) *(working together with POT)*

- Partnership **
- Corporation (Check ALL that apply) **
 - Not For Profit
 - Sub-Chapter S
 - Medical / Health

Number of Years:

At this location 14+ yrs
Under current ownership/management: 4+ yrs

* can be either Social Security Number or Federal EIN
**Partnerships & Corporations must furnish Federal EIN

This information is true and accurate to the best of my knowledge and ability.

Typed Name of Person Completing this Form: Angela J. Grant
Title: Owner/President

Signature: Angela J. Grant Date: April 9, 2014



1.4 Shop Description

<u>Shop Hours (M-F)</u>	<u>Mobile to Your</u>	<u>Location– No Set Hours</u>
<u>Shop Hours (Saturday)</u>	<u>Same as above</u>	<u>Seven Days a Week</u>
<u>Perform Warranty Work?</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>Describe: Braun/Ricon/Maxon/Q'Straint</u>
<u>Number of Lifts</u>	<u>N/A</u>	
<u>Lift Capacity (ies)</u>	<u>N/A</u>	
<u>Towing Equipment</u>	<u>N/A</u>	
<u>Describe</u>	<u></u>	
<u>Number of Bays</u>	<u>N/A - MOBILE</u>	
<u>Bay Sizes</u>	<u>N/A -</u>	
<u>Height</u>	<u></u>	
<u>Length</u>	<u></u>	
<u>Width</u>	<u></u>	

Experience & Certifications

If Yes, list Certification type(s):

Engine Repair	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Auto Transmission	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Drive Train	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Steering & Suspension	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Brakes	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Electrical System	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>Conversion Vans – Lifts</u>
Heating & A/C	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<u>Fan Motors Only</u>
Federal A/C Recovery	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Wheels & Tires	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Hydraulic Lift	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>Conversion Vans - Lifts</u>
State Inspections	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

1.5 Subcontractors

Any outside contractors used for repairs, services or maintenance must be listed below. These may or may not be Disadvantaged Business Enterprises (DBEs) as listed on Appendix A. All subcontracts must include Federal Requirements and ARRA Provisions from the RFP.

1.	<u>Business Name</u>	<u>N/A</u>
	<u>Contact Name</u>	<u></u>
	<u>Work Provided</u>	<u></u>
	<u>Address</u>	<u></u>
	<u>Phone</u>	<u>Email</u>
	<u></u>	<u></u>
2.	<u>Business Name</u>	<u></u>
	<u>Contact Name</u>	<u></u>
	<u>Work Provided</u>	<u></u>
	<u>Address</u>	<u></u>
	<u>Phone</u>	<u>Email</u>
	<u></u>	<u></u>

Proposer: GRANTS SERVICE LLC

3.	Business Name	N/A
	Contact Name	
	Work Provided	
	Address	
	Phone	Email
4.	Business Name	
	Contact Name	
	Work Provided	
	Address	
	Phone	Email

1.6 References

Provide the names and contact information of at least three (3) references that we may contact to help us get to know you as a service provider. These references should help us determine your timeliness, accuracy, cost effectiveness, and customer service. (SEE ADDITIONAL SHEET)

Reference #1:	Name	<u>The Braun Corp Matt Beck</u>
	Phone	<u>770-330-3974</u>
	Relationship	<u>Regional Sales Manager</u>
Reference #2:	Name	<u>Ricon Corp – Maritza Valentin</u>
	Phone	<u>215-375-4819</u>
	Relationship	<u>Regional Sales Manager</u>
Reference #3:	Name	<u>Alamance County Transportation – Ralph Gilliam</u>
	Phone	<u>336-214-1896</u>
	Relationship	<u>Director</u>

1.7 Pricing

- A. Proposers shall use [Attachment E](#) to enter pricing.
- B. Prompt Pay Discounts: **Prompt pay discount offered** N/A % - Days, Net

PROPOSER: GRANTS SERVICE LLC

1.6 REFERENCES CONTINUED:

Reference #4: Name: RANDOLPH COUNTY (RCATS)/Roger King
Phone: 336-625-3389
Relationship: Director RCATS

Reference #5: Name: CASWELL COUNTY/MELISSA WILLIAMSON
Phone: 336-694-1424
Relationship: Director CASWELL COUNTY

Reference #6: Name: IREDELL COUNTY/BEN STRIKELEATHER
Phone: 704-880-8094
Relationship: Director ICATS

Reference #7: Name: ONSLOW COUNTY (OUTS)/CAROL LONG
Phone: 910-346-1768
Relationship: Director OUTS

Proposer: GRANTS SERVICE LLC

ATTACHMENT B

**PRICE PROPOSAL RFP
Vehicle Maintenance Services**

Maintenance and repair service pricing shall be paid on a cost reimbursement basis. All activities will be priced prior to the start of the work. Completed work orders / invoice will be returned with the vehicle is picked up. All work must be discussed / approved by the Transit System prior to beginning the work.

Each Proposer can submit an offer on all work or just specific work activities by checking yes or no in the appropriate box. Cost should be provided in appropriate sections. Any or all work activities and any or all items that have been selected by the bidder may be awarded by the agency.

All component warranties will be given to the Transit System. Contractor will assist the Transit System in determining the best fit based on cost and potential warranties.

Description	Price	
	Labor Rate Per Hour	Flat Rate
Manufacturer's Suggested Retail Price (MSRP) for Parts <i>All parts must comply with the Buy America Provisions discussed in this RFP.</i>	% Discount	N/A

Preventive Maintenance Activity	Ability To Perform	Cost
CCTS Vehicle Maintenance Schedule (labeled Appendix F)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>Wheel Chair Lift</i>	Unless it applies to Wheelchair Lift
Preventive Maintenance Hydraulic Lift (Refer Page 66 of Appendix H)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	As Applies to Wheelchair Lift
Preventive Maintenance Hydraulic Lift	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	80.00 PER UNIT PM ONLY - LIFTS CONVERSION VANS
Repairs to Wheelchair Hydraulic Lift	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Based on Repair and parts used.

Proposer: GRANTS SERVICE LLC

Routine Maintenance Activity	Ability To Perform	Cost
Wash and Vacuum	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Tires – set of 2 tires – Brand: _____ Rating: _____ Size: _____, _____, _____ Attach another page if need more space	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	1. 2. 3.
Tires – set of 2 tires – Brand: _____ Rating: _____ Size: _____, _____, _____ Attach another page if need more space	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	1. 2. 3.
Wheel Balancing and Tire Repair per tire	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Towing Services within 25 miles	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Towing Services 25 – 50 miles	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Towing Services 25 – 50 miles	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Towing Services per hour portal to portal	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Proposer: GRANTS SERVICE LLC

Maintenance Activity – to be quoted	Ability To Perform
Front Brake Reline (Both Sides)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Front Brake Overhaul (Both Sides)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Brake Rotor Replacement (One Each)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Rear Brake Reline (Both Sides)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Rear Brake Overhaul (Both Sides)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Minor EVAC and Recharge R134 AC System	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Hydraulic Lift – WHEELCHAIR LIFT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Alignment	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Battery Replacement – Will advise if low or will not operate lift properly.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Fuel Injection Flush	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Alternator	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Fuel Pump Module	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Window Motors	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Shock Absorbers	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Engine Rebuild	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Engine (New) (see fleet list, pg 5)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Transmission / Engine Oil Cooler Lines	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Transmission Rebuild	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Transmission (New) (see fleet list, pg 5)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Accident Repair / Body Work	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

This information is true and accurate to the best of my knowledge and ability.

Typed Name of Person Completing this Form: Angela J. Grant

Title: Owner/President

Signature:  Date: April 9, 2014

Exhaust, belts, hoses, operate wheel chair lifts, check air filter (FORD) check for tire rotation.

- 70,000 OFC= Oil & filter change, lubricate all fittings, inspect all lights, exhaust, belts, hoses, operate wheel chair lifts, check air filter (FORD) check for tire rotation, pull wheels and check brakes, check wheel bearings, check ball joints.
- 72,000 Remove and replace rear axle fluid (DODGE), check wheel alignment.
- 75,000 OFC = Oil & filter change, lubricate all fittings, inspect all lights, exhaust, belts, hoses, operate wheel chair lifts, check air filter (FORD) check for tire rotation, transmission flush, fuel filter change (FORD), check air filter (DODGE), remove and replace rear axle fluid (FORD)
- 80,000 OFC = Oil & filter change, lubricate all fittings, inspect all lights, exhaust, pull wheels and check brakes, check wheel bearings, check ball joint belts, hoses, operate wheel chair lifts, check air filter (FORD) check for tire rotation, tune up.
- 84,000 Remove and replace rear axle fluid (DODGE), check wheel alignment.
- 85,000 OFC = Oil & filter change, lubricate all fittings, inspect all lights, exhaust, belts, hoses, operate wheel chair lifts, check air filter (FORD) check for tire rotation.
- 90,000 OFC = Oil & filter change, lubricate all fittings, inspect all lights exhaust, belts, hoses, operate wheel chair lifts, check air filter (FORD) check for tire rotation, pull wheels and check brakes, check wheel bearings, check ball joints, transmission flush, fuel filter change (FORD), fuel filter change (FORD), check air filter (DODGE)
- 95,000 OFC = Oil & filter change, lubricate all fittings, inspect all lights, exhaust, belts, hoses, operate wheel chair lifts, check air filter (FORD) check for tire rotation.
- 96,000 Remove and replace rear axle fluid (DODGE), check wheel alignment.
- 100,000 OFC = Oil & filter change, lubricate all fittings, inspect all lights, exhaust, belts, hoses, operate wheel chair lifts, check air filter (FORD) check for tire rotation, pull wheels and check brakes, check wheel bearings, check ball joints, remove and replace rear axle fluid (FORD).

1 YR Coolant Flush

Wheelchair Lift Maintenance Schedule

Perform lift maintenance at scheduled intervals according to number of cycles or elapsed time, whichever comes first. Correct any potentially dangerous situations at once.

2 Weeks or 50 Cycles

- Outboard roll stop hinge (6 places) * light oil
- Outboard roll stop springs (3) * light oil

4 Weeks or 100 cycles

* Perform all procedures listed in previous section(s) also

- Transition plate hinge * light oil
- Platform fold axles * light oil
- Handrail(s) pivot points (option) * light oil

1 Year or 1250 Cycles

* Perform all procedures listed in previous section(s) also

- | | |
|--|---|
| □ Inspect cotter pins on platform fold axles (2) | Replace if needed |
| □ Inspect gas spring mounting hardware | Tighten or replace if needed |
| □ Inspect roll stop for proper operation. Roll Stop must snap to vertical (UP) position. | Replace defective parts
And/or relubricate. |
| □ Inspect platform locking channels
Mounting hardware for securement (8 carriage bolts) | Resecure or replace |
| □ Inspect handrail(s) for proper operation | Replace defective parts
And/or relubricate |
| □ Hydraulic Fluid (Pump) – check level | Use Type A transmission Fluid (* See Systems Description for specifications
Check fluid level with platform lowered fully. Fill the reservoir to within 1/2" from the top of the reservoir (breather cap hole) |
| □ Manual Back-up Pump (option)
Check for proper operation. | Release valve must be tight.
Tighten or replace leaky or Faulty hydraulic fittings.
Check hydraulic fluid level.
(*See Systems Descriptions for Priming and Flushing Procedures). |

- Chain Adjustment: Must have equal Tension and proper platform height Adjust if needed. *See Roller Chain Assemblies In Systems Descriptions

General Inspection

- Remove header cover and inspect:
- Cylinder clevis lock nut and cylinder mounting hardware Tighten or replace if needed. Note: Clevis lock nut must be replaced if loosened or removed.
- Hydraulic hoses, fitting and connections other damage as needed. Resecure, replace or correct for wear, leaks o
- Chains, chain bolts, UHMW rollers, axles hardware for wear, correct as needed. Resecure, realign, replace or Misalignment or other damage. and mounting
- Inspect power cable. Resecure, repair or replace.
- Make sure lift operates smoothly. Realign horseshoe tubes, Apply *Light Grease or Otherwise correct as needed.
- Mounting Check to see that the lift is Securely anchored to the Vehicle and there are no Loose bolts, broken welds Or stress fractures.
- Decals Replace if worn, missing or Illegible.
- Sun Grip Replace if worn or missing.

Quality Control Program

Third Party Contracting Guidance (FTA C 4220.1F)

All third party contractors must be in compliance with all applicable Federal and State laws, regulations, and directives, except to the extent that the Department determines otherwise in writing.

Bidders agree to comply with the following Federal and State administrative requirements:

- 1) U.S. DOT regulations, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments 49 C.F.R. Part 18.
- 2) Title 19A North Carolina Administrative Code (N.C.A.C.) Subchapter 5B. See Addendum A.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/09/2014

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Allen C Lewis Jr Agency 2007 BOULEVARD ST STE D GREENSBORO NC 27407	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : NATIONWIDE MUTUAL FIRE INSURANCE COMPAI		23779
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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"/> PRO-JECT <input type="checkbox"/> LOC			ACP GLGO 2262966927	01/12/2014	01/12/2015	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 500,000 PRODUCTS - COMP/OP AGG \$ 500,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N N / A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

CCTS 1303 S. CANNON BLVD. KANNAPOLIS NC 28083	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 Alysia R. McCracken
---	--

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Section D: Form of Proposal & Acknowledgement of Addenda

I understand that CCTS reserves the right to reject this proposal, but that this proposal shall remain open and shall not be withdrawn for a period of sixty (60) days from the date of its submission. Prices submitted in response to the RFP will be valid for a minimum of 180 days from the date of proposal submission.

The price quoted in any proposal shall include all labor, materials, tools, equipment and other costs necessary to fully complete the design, manufacture, delivery and implementation of the system pursuant to the negotiated specifications.

Name of Company/Firm: GRANTS SERVICE LLC

Name & Title of Authorized Official: Angela Grant, Owner/Member

Signature: Angela J. Grant

Date: 04/09/2014

Business Address: GRANTS SERVICE LLC

PO Box 791

Jamestown, NC 27282

Telephone Number: (336) 812-8162 or (336) 803-0364

Fax Number: (336) 812-8062

Email Address: angela@grantservice.com or angela@grantservice.com

Acknowledgement Of Addenda Received:

Addendum No.: ^A Date Received: 4-9-2014
Addendum No.: ^B Date Received: 4-9-2014 / we do not exceed 25,000. N/A
Addendum No.: ^{C/D} Date Received: 4-9-2014 - N/A

If no addenda were received, write "N/A" in each "Addendum No." blank. Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established.

Please attach a copy of each addendum received to this page, **Section D**.

Section E: Required Appendices Submissions

- Appendix A Certification of Compliance with Requirements for the Participation of Disadvantaged Business Enterprises (DBEs) – **RS-2 Form**
- Appendix B Certification of Primary Participants Regarding Debarment, Suspension, and Other Responsibility Matters
- Appendix C Certification Of Restrictions On Lobbying
- Appendix D Certificate of Compliance with Buy America Requirements (**only submit one, either Appendix D or E**)

**Subconsultant Form RS-2 APPENDIX A
 NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
 SUBCONSULTANT
 TO BE USED WITH ANY PROCUREMENT INVOLVING SERVICES
 RACE AND GENDER NEUTRAL**

REV 1/15/08

Tip No and/or Type of Work (Limited Services)

Consultant Firm Name and Federal Tax ID

Subconsultant/Firm name and Federal Tax Id **ZERO**

Service / Item Description		Anticipated Utilization
		ZERO
		ZERO
Total Utilization:		ZERO
Submitted By: Subconsultant:	Recommended By: Consultant:	
*By:	*By:	
Title:	Title:	
SPSF Status: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No.	ZERO	

“SUBCONSULTANT” (FORM RS-2) RACE AND GENDER NEUTRAL

Instructions for completing the Form RS-2:

1. Complete a Subconsultant Form RS-2 for each Subconsultant firm to be utilized by your firm.
2. Insert TIP Number and /or Type of Work (Limited Services); Project No. from Transit System
3. Complete the Consultant/Firm name and Federal Tax ID Number for the primary firm information.
4. Complete the Subconsultant/Sub Firm name and Federal Tax ID Number for the sub firm information.
5. Enter Service/Item Description – describe work to be performed by the Sub Firm
6. Enter Anticipated Utilization – Insert dollar value or percent of work to the Subconsultant/Sub Firm
7. *Signatures of both Subconsultant and Prime Consultant are required on each RS-2 Form to be submitted with the Letter of Interest (LOI) to be considered for selection
8. Complete “SPSF Status” section - Subconsultant shall check the appropriate box regarding SPSF Status, check Yes if SPSF or No if not SPSF

Appendix B: Certification of Primary Participants Regarding Debarment, Suspension, and Other Responsibility Matters

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY and VOLUNTARY EXCLUSION LOWER
TIER COVERED TRANSACTION**

(To be submitted with all bids/proposals or offers exceeding \$25,000.)

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, 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.
- (2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Contractor), GRANTS SERVICE LLC, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

DATE APRIL 9, 2014

SIGNATURE Angela Grant

COMPANY GRANTS SERVICE LLC

NAME Angela Grant

TITLE Owner/Member

***THIS BID IS NOT TO EXCEED \$25,000.00**

State of _____

County of _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public _____

My Appointment Expires _____

Appendix C: Certification Of Restrictions On Lobbying

(To be submitted with all bids or offers exceeding \$100,000; must be executed prior to Award)

The undersigned _____ certifies, to the best of his or her knowledge and belief, that:
(Contractor)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons 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 to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, 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 Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transactions imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Section A 3801 *et seq.*, apply to this certification and disclosure, if any.

***THIS BID IS NOT TO EXCEED \$100,000.00**



4-9-2014
Date

Signature of Contractor's Authorized Official

Angela Grant
Name and Title of Contractors Authorized Official

Subscribed and sworn to before me this ___ day of _____, 20 __, in the State of _____; and the County of _____.

Notary Public _____

My Appointment Expires _____

THIS BID IS NOT TO EXCEED \$100,000.00

N/A

Appendix D: CERTIFICATE OF COMPLIANCE WITH BUY AMERICA ROLLING STOCK REQUIREMENTS

(To be submitted with all bids exceeding \$100,000. A bid, which does not include this certification or the certification under Appendix E, will not be eligible for award.)

The bidder/contractor hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j), and the regulations in 49 CFR Part 661.11.

DATE 04-9-2014

SIGNATURE Angela Prant

TITLE Owner/Member

COMPANY Prants Sewie LLC

State of
County of

Subscribed and sworn to before me this ___ day of _____, 20__.

Notary Public _____

My Appointment Expires _____

THIS BID IS NOT TO EXCEED \$100,000.00

N/A

Appendix E: CERTIFICATE OF NON-COMPLIANCE WITH BUY AMERICA ROLLING STOCK REQUIREMENTS

(To be submitted with all bids exceeding \$100,000. A bid, which does not include this certification or the certification under Appendix D, will not be eligible for award.)

The bidder/contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. Section 5323(j)(2)(C), and regulations in 49 CFR 661.7.

DATE 4-9-2014
SIGNATURE Angela Grant
TITLE Owner/Member
COMPANY Grants Service LLC

State of
County of

Subscribed and sworn to before me this ___ day of _____, 20__.

Notary Public _____

My Appointment Expires _____



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**JUNE 2, 2014
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at June 16, 2014 Meeting

SUBJECT:

Human Services - Review and Award Contract for Secondary Transportation Services

BRIEF SUMMARY:

The Human Services Transportation Division issued an RFP, in accordance with the Department of Transportation, for secondary transportation vendors for occasions when CCTS is unable to provide the needed transportation service due to capacity or distance.

Upon review of the bids, the division requests to award two contracts for services based on cost, history and experience. By awarding two contracts, the division is able to maximize services for the lowest possible cost.

REQUESTED ACTION:

Motion to approve the contract between Cabarrus County and TJ'S Taxi and American Alternative; and authorize the County Manager to execute the contract on behalf of Cabarrus County, subject to review or revision by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Bob Bushey, Transportation Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- [American Alternative RFP](#)
 - [TJ Taxi Bid](#)
-



Request for Proposal

Taxi Services

Interested Vendors should submit their proposals by **3:30 PM**, on **Wednesday, April 9, 2014** to the following address:

Sherri Barnhardt, CLGPO, CPPB
Cabarrus County Government Center
Finance Department
65 Church Street, SE
Concord, NC 28025

Or;

Sherri Barnhardt, CLGPO, CPPB
Cabarrus County Government Center
Finance Department
PO Box 707
Concord, NC 28026-0707

The proposal opening will be held in this location:

Cabarrus County Government Center
Board of Commissioners Meeting Room (2nd Floor)
65 Church Street, SE
Concord, NC 28025

Any late proposals will be returned unopened. Vendors should submit sealed proposals clearly marked with ***"Taxi Services for Cabarrus County Transportation Service."***

Introduction

Cabarrus County Transportation Service (CCTS) provides door to door transportation for ambulatory, non-ambulatory, wheel-chair and Geri-chair clients to more than 3,000 Cabarrus County residents. Our services enable all individuals the opportunity to access necessary medical care and other resources that improve and enhance their independence.

Our scope of services anticipates using vendor services on an as needed basis to transport residents in the following scenarios including but not limited to:

- Non-ambulatory residents within Cabarrus County
- Non-ambulatory residents outside Cabarrus County
- Ambulatory within Cabarrus County
- Ambulatory outside of Cabarrus County
- Exceptional ambulatory or non-ambulatory transportation to the following counties:
 - Iredell
 - Rowan
 - Davidson
 - Forsyth
 - Union
 - Davie
 - Stanly
 - Orange
 - Durham
- The service area is Cabarrus County with 95% of the trips being within the county and five percent of the trips extending beyond the boundaries of Cabarrus County. Common out-of-County destinations include trips to Charlotte, Winston-Salem, Salisbury, Durham, Chapel Hill, and Asheville.

CCTS is interested in outsourcing its services to a vendor that will allow us to ensure the most reasonable cost to the taxpayers of Cabarrus County.

The approved vendors will:

- Work closely and cooperatively to improve service quality, maximize efficiency, and meet the System's goals of expanding transportation options within the County.

- **Blood Borne Pathogen**- refers primarily to human bodily fluids, including but not limited to saliva, vomit, urine, and feces.
- **Attendant**- is defined as an individual who is authorized to ride with and provide assistance to a CCTS passenger.
- **Inbound Trip**- refers to the trip from the passengers authorized pick up location to his appointment destination and is authorized for one-way travel between two points.
- **Outbound Trip**- refers to the return trip from the passenger's appointment destination to home or return destination and is authorized for one-way travel between two points.
- **Out-of-County**- refers to locations outside of Cabarrus County.
- **Passenger**- is defined as an individual who has completed the enrollment process with CCTS and has been approved and authorized to receive transportation services. This individual may also be referred to as the client.
- **Private Pay**- refers to those unauthorized individuals whose trip will not be paid by CCTS. This shall include friends and family members of drivers, fare payers, and individuals authorized for service by other governmental entities (including the Board of Education), and County departments, but excluding designated escorts.
- **Trip Number**- is the specified number used to identify the transportation request for a passenger.
- **Ride Time**- refers to the period between the times that the passenger boards or enters the vehicle and the time that the passenger reaches their destination.
- **Standing Trip**- is defined as daily, weekly, or monthly. Standing trips may be assigned to one Contractor for an extended period of time and rotation may be used for this type of trip.
- **No-show**- is defined as no passenger transported from a destination. If the contractor picks up passengers from one location, and all passengers on the manifest are not located, the Contractor cannot charge a no-show for the missed passengers. If a passenger is transported from a destination the no-show rate does not apply.

Responsibilities of CCTS

CCTS will receive all advance reservations. An advance reservation is one which is received by 1:00 pm on the day before the requested trip date. Advance reservations list of the next day's trips will be transmitted to the Contractor by electronic mail by 5:00 pm the evening before. The contractor is responsible for providing the equipment that can accept CCTS's electronic email listing.

CCTS will call in all same day trip requests. A same day trip request is one that is received on the day of the requested trip. The Contractor will accept same-day orders only for trips authorized by CCTS. The Contractor is responsible for maintaining a telephone line to receive requests for this service.

CCTS reserves the right to add or delete service areas during the term of the contract in the form of a change order.

CCTS will select the mode of transportation by type of vehicle needed and the ability of the Contractor to provide the service.

CCTS will provide the Contractor with the names and addresses of the individuals to be transported, their appointment times, their pickup locations and their destinations.

CCTS will be responsible for paying the Contractor within thirty days upon receipt of the invoice for authorized, eligible, and approved services provided under this Agreement. Consistent with fiscal year end funding, the contractor must ensure that all invoice activities are complete and accurate through the last day of June of the current fiscal year. Payment by the County for services rendered by the Contractor hereunder shall be subject to and dependent upon sufficient funds being appropriated by Federal, State, and Local entities during each of the County's fiscal years throughout the term of this Agreement.

In the event such funding does not occur, or if any funding is at a level that the County determines in its best interest to modify, reduce or discontinue current services, such services shall be modified, reduced, or discontinued at the discretion of the County as of the effective date of the proposed action and the County shall be relieved of all obligations.

The County shall notify the Contractor of any plan to modify, reduce, or discontinue service in writing not less than 30 days prior to the proposed action. As such agreement changes become necessary; the county will make reasonable effort to negotiate adjustments with each contractor. However, the county reserves the right and has full authority to issue unilateral changes which would become effective 30 calendar days upon written notification having been provided to the contractor.

Contract Price

- Please check all available and list the bid price for the following services:
- Non-Ambulatory (Wheelchair) transport within Cabarrus County Bid price \$ 36.50
per "1" trip.

* ~~Any~~ ^{These} major holidays - Christmas, Thanksgiving, and 4th of July charge extra \$5.00 per trip.

- Non-Ambulatory transport outside Cabarrus County Bid price: \$ 36.50 per trip plus 2.00 per mile outside CC
- Ambulatory within Cabarrus County Bid price: \$ 16.75 per trip
- Ambulatory outside Cabarrus County Bid price: \$ 16.75 per trip plus 2.00 per mile outside CC
- Ambulatory transport within and outside Cabarrus County based on the following zones:
 - Concord - \$ 16.75
 - Harrisburg - \$ 16.75
 - Midland - \$ 16.75
 - Mt. Pleasant - \$ 16.75
 - Out of Cabarrus County - \$ 16.75 plus 2.00 per mile outside CC.

CCTS requires transportation requests to be cancelled at least two hours prior to pick up. Any cancellation requested fewer than two hours prior to pick up may be subject to the no-show rate of \$ see below for any mileage accrued in the attempt.

16.75 for Ambulatory or 36.50 for Non-Ambulatory

It is the intent of the proposed contract to allow for contract price changes only when the unleaded gasoline price changes in 30 cents increments from the base price. The base price will be established as the average price of unleaded gasoline listed on the North Carolina Department of Administration's Division of Purchase and Contract's Term Contract for Gasoline (Transport) website (<http://www.doa.state.nc.us/PandC/40515s1.htm>).

For each increase or decrease of 30 cents in gasoline from the established base price, the contract price may increase or decrease by up to 15 cents. The effective date of any contract price change will be the first day of the following month when the website listed above reflects an incremental change from the established base price. Per trip baselines will be adjusted per cumulative trip miles.

Independent Price Determination: The Respondent certifies by submission of a response to this RFP that it has not colluded, conspired, connived, or agreed, directly or indirectly, with a Proposer or person to refrain from proposing, and further that it has not in any manner, directly or indirectly, sought by agreement, collusion, communication or conference, with that of any person, to fix the proposal amount herein or that of any other Respondent, or to fix the agreement amount herein or cost element of said agreement amount, or that of any other Proposer, or to secure any advantage against Cabarrus County or any other Proposer, or to secure and advantage against Cabarrus County or any person interested in the proposed contract.

Payment to Contractor

Payment will only be provided for properly authorized and approved trips. CCTS will not be responsible for payment for trips requested by the customer or any other agency representing the customer. Agencies currently eligible to participate in the coordinated system include:

- Department of Social Services
- Department of Aging
- Cabarrus Health Alliance
- Dialysis Centers (as a client of DSS and DOA)
- Work First (as a client of DSS)
- Elderly and Handicapped (EH).

The Contractor will not invoice CCTS for any charges beyond that specified above, except mutually accepted in subsequent amendments to this Agreement.

Payment will be made to:

- Company Name: American Alternative Transportation, LLC
- Contact Name: LaShawn Flynn
- Address: 10203 Rougemont Ln.
- City, State, Zip: Charlotte, NC 28277

Any overpayment or adjustment required as a result of any audit shall be made against subsequent Contractor invoices. CCTS may also withhold payment for services it believes were improper, which failed to meet service specifications, or which are otherwise questionable.

Cabarrus County shall be billed on a per vehicle per mile trip basis, or on a per trip rate or on a per hour per mile cost combination, depending on the baseline chosen in the contract. Mileage is subject to audit to ensure most economical travel path. Contractor will assign passengers to rides at the lowest cost or mode of transportation. Nothing in this Agreement shall be construed to mean the Contractor is obligated to assign trips solely on the basis of cost.

Vehicle mileage begins as soon as the vehicle is en route to provide the requested transportation. Mileage ends when the vehicle has either been dispatched to another agency trip or returned to the base or central location.

User Procedure Requirements

Vehicle and Driver Requirements

- Service is to be operated using vehicles provided by the Contractor. All Contractor vehicles shall have a vehicle decal permanently affixed to the outside of the vehicle for identification purposes.
- The vehicles must be properly licensed and maintained through a system of regular inspections to ensure proper operating condition.
- The vehicles shall be maintained in a safe and sanitary condition at all times while performing services under the agreement. Vehicles shall be operated in accordance with applicable Federal, State of NC, and local laws. Due regard for safety, comfort, and convenience of passengers and for the safe and careful transportation of property and for the safety of the general public must be maintained at all times while in service under Contract. This will include, but not be limited to availability of proper equipment, vehicle accessibility, proper maintenance of interior heating and cooling systems, use of seat belts and the use of secure equipment.
- Vehicles must comply with the requirements of the Americans with Disabilities Act which requires that transportation service be accessible and useable by persons with disabilities and be equipped with proper security equipment for wheelchair occupants.
- At minimum the following components shall be installed to ensure safe transport:
 - Tie-down systems
 - Occupant Restraint Systems and Track
 - Floor Plates or Anchoring Hardware
 - Proper wheelchair accessibility equipment including emergency operations
- All vehicles used by the Contractor or the Contractor's drivers to transport passengers for the County shall be clean, sanitary, and in safe operating condition. The Contractor shall implement procedures in accordance with Federal regulations for dealing with communicable diseases and disposing of materials considered blood borne pathogens.
- Providers must assure the safety and comfort of the clients by proper maintenance and equipping of their vehicles. This includes but is not limited to:
 - Interior cleanliness of vehicles
 - Smoke free environment within the vehicles
 - UL approved fire extinguisher
 - Roadside reflective devices
 - Working flashlight

- Chains or other traction devices (when appropriate)
- Disposable gloves
- First Aid Kit

Driver Suitability Requirements

Drivers must be sufficiently proficient in English to be able to communicate with passengers and to prepare required reports and logs.

Pursuant to the Immigration Reform and Control Act of 1986, all employers are required to verify when a person is hired that he or she is either a United States citizen or is otherwise authorized to be employed in this country. The term employee includes full-time, part-time, and temporary workers. In response to this concern, the county requires the contractor to certify that no illegal aliens will be hired while performing services for CCTS. This information must be reviewed before any assignments are assigned.

Driver should have experience in driving multi passenger vehicles and a good basic knowledge of the service area and are provided with detailed maps of the service area.

The drivers of the vehicles for this service shall hold a current Class "C" license, issued by State of North Carolina. If the service is also being operated as a taxi service, the drivers must hold a current taxicab drivers license and shall meet all the requirements of Cabarrus County and/or any local ordinances of surrounding cities or towns.

Contractor will obtain Criminal Records Information (CORI) check and statement as to any moving violations as defined by the Registry of Motor Vehicles for all drivers. Drivers must also meet the following minimum criteria to transport CCTS clients:

- No more than two moving violations for each year of the last seven years prior to application of this program.
- No moving violations within the last 12 months.
- If license have ever been suspended, applicant must have five full subsequent years with no violations.
- If license has ever been revoked, must have ten subsequent years with no violations.
- Under no condition will an applicant be accepted as a driver for this program if he/she has been convicted of a felony and/or has been convicted of a drug or alcohol offense.

Contractor will obtain Sex Offenders Record Information (SORI) check for all drivers under which any recorded violation will render a driver ineligible for transporting Cabarrus County clients.

All drivers must receive the following initial training through programs approved by Cabarrus County and show proof of successful completion.

- Behind the wheel, defensive driving training (minimum of 20 hours) this includes classroom instruction.
- Sensitivity training- minimum of eight hours classroom and four hours "hands on" (including passenger assistance and tie down training) as well as handling conflict and modifying passenger behavior with a minimum of 16 hours of classroom instruction.
- First aid and CPR training.
- Geographic familiarity as required.

All costs associated with employee training will be the responsibility of the Contractor. The Contractor is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver. Cabarrus County requires that drivers receive at least 100% of their defensive driver training and the "hands on" portion training must be completed no more than 30 days after any given driver begins providing service. Refresher, documented training is required for all drivers on a yearly basis. More frequent re- training may be required, as necessary. All drivers must have a yearly DOT physical and random drug/alcohol-screening testing must be in effect.

Drug and Alcohol Testing Program

Drug-Free Workplace Act

The Drug-Free Workplace Act of 1988, as well as Section 44-107-30, S.C. Code of Laws (1976), as amended, requires all grantees receiving grants from any state agency to certify they will maintain a drug-free workplace.

"Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," as implemented by 49 CFR Part 655 (August 2001), as amended, and to be read in conjunction with 49 CFR Part 40, requires all sub recipients receiving Federal Transit Administration funds under Capital Grant, Urbanized Area Formula Grant, or Non-Urbanized Area Formula Grant Programs to have a drug and alcohol testing program in place for all safety sensitive employees.

Failure to comply with the drug and alcohol rules will result in jeopardizing federal funding from FTA. In addition, an FTA grant recipient is subject to criminal sanctions and fines for false statements or misrepresentation under Section 1001 of Title 18 of the U.S. Code.

To ensure compliance with FTA Drug and Alcohol Testing Program requirements public transportation providers and their sub recipients must:

- Establish an anti-drug use and alcohol misuse program as outlined in 49 CFR Section 655.11-12.
- Establish an education and training program for all covered employees as outlined in 49 CFR Section 655.14.
- Establish and provide written notice to every covered employee, of the employer's anti-drug and alcohol misuse program policy, in accordance with 49 CFR Section 655.15-17.
- Establish a program that provides testing for prohibited drugs as outlined in 49 CFR Section 655.21.
- Establish a program that provides testing for alcohol as outlined in 49 CFR Section 655.31-35, and in conjunction with 49 CFR Part 40 and in conjunction with 49 CFR Part 40.
- Explain the confidentiality and Release of Information as outlined in Subpart P of 49 CFR Part 40.
- Maintain in a secure location, with controlled access, all records of its anti-drug and alcohol misuse program as detailed in 49 CFR Section 655.71, and in accordance with records disclosure instructions provided in 49 CFR Section 655.73.

To ensure NCDOT sub recipient compliance with FTA mandated Drug and Alcohol Testing Program and the Drug-Free Workplace requirements, the NCDOT:

- Periodically reviews each transit agency's Drug and Alcohol Program Policy for compliance.
- Conduct on-site visits to review all aspects of each transit agency's Drug and Alcohol Program that cannot be accomplished via desktop audit, such as compliance program management requirements, records maintenance and storage review, ensuring that all applicable Drug and Alcohol Program regulations are readily available, reviewing documentation of employee training, collector compliance with regulations, and reviewing any other program compliance requirements.

Dispatchers

Dispatchers must be knowledgeable in all aspects of service operations. Dispatchers must be adequately trained in customer service and have a basic knowledge of the service area to serve the volume of incoming requests for service in a timely manner.

Insurance Requirements

- The Contractor will purchase and maintain with an insurance company authorized to do business in the State of North Carolina during the life of this Agreement.
- The Contractor will provide Bodily Injury, Property Damage, Comprehensive and Collision Insurance for vehicles used to provide services under this Contract to the following minimal limits:
 - Commercial General Liability including Bodily Injury, Personal Injury and Advertising Injury:
 - \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
 - Worker's Compensation and Employee Liability Statutory Limits.
 - \$500,000 per accident by accident or \$500,000 policy limit by disease.
 - \$500,000 per employee by disease.
 - Automobile Liability: \$1,500,000 combined single limits or \$1,000,000 with an umbrella policy of \$1,000,000 per occurrence.
 - Collision and Comprehensive: On all vehicles used for purposes of this contract.
 - Uninsured/Underinsured Motorist \$1,000,000.
 - Umbrella policy of \$1,000,000

Deductibles and Self-Insured retainers, if any, shall be identified in the Proposal. Proposer shall also identify its insurance agent(s) and underwriting company(s).

Certificates of such insurance must indicate the type, the amount, the class of operations covered, the effective date and the expiration date for all policies. It shall be furnished to Cabarrus County and shall not be canceled or materially altered except after 30 days written notice has been received by Cabarrus County, and mutually agreed upon. The Contractor must cease work if any of the required insurance is canceled or expires.

Cabarrus County shall be endorsed and named as an additional insured. Contractors insurance shall be primary and noncontributory. All certificates shall reflect the endorsement and be delivered directly from the insurance agent or insurer either by email, fax or mail.

The Contractor further agrees to indemnify and hold harmless the County, its elected officials, agents, employees, and assigns from and against any all claims, damages losses, cost damage, expenses including without limitation, court costs and attorney fee(s) and liability caused by an accident or other

occurrence resulting in personal injury, bodily injury, including death, sickness, and disease to any person; or damage or destruction to property, real or personal arising directly or indirectly from operations, products or services rendered or purchased under this contract.

It is specifically understood that the Contractor will not transport any person until Contractor has obtained all information necessary for billing purposes including name, address, and phone number for the person to be transported. In the event the Contractor fails to obtain necessary billing information, the county shall not be responsible for paying The Contractor's invoice with respect to such transport.

Maintenance Requirements

- The contractor shall ensure that a Vehicle Maintenance Manager is responsible for the development and execution of a comprehensive base wide vehicle maintenance program
- The Maintenance Manager shall be experienced ten years or greater in the automotive work field and able to determine/resolve technical matters/problems involved in the repair and maintenance of vehicles and equipment.
- The overall goal of the program should be to identify and correct any problems that may exist before they are identified by or reported to CCTS and/or the vehicle maintenance staff.
- The contractor shall provide repair and replacement of vehicle and equipment tires in accordance with CCTS SSSP (State Systems Safety Plan) directives and manuals.
- The contractor shall maintain all vehicles to the standards required by the CCTS SSSP mandatory directives and manuals.
- Unless otherwise specified herein, the contractor shall provide all supplies, personnel, equipment, tools, materials, supervision, and other items or services necessary to perform the management and operation of motor vehicle maintenance functions as defined.

Reporting Requirements

- On the first working day of each week, CCTS shall receive an activity report, no later than 11:00 am, including the following information for the previous week.
- For each day of the week, a record of each trip provided including:
 - Date
 - Trip#

- Trip Request Time
 - Client Name
 - Passenger clarifications (elderly, disabled, etc.)
 - Pickup location
 - Drop off location
 - Pickup time
 - Drop off time
 - Trip mileage
 - Pay rate
 - Amount billed
 - Wait time charges detailed
 - Pre-trip and Post-trip inspections sheets for each vehicle performed daily
- No-shows reported and DSS19 slips collected for the previous week
 - The trip sheets are to be kept by the Contractor for five years after the day of service and shall be available to CCTS for inspection upon request.
 - Any and all accidents and/or incidents while transporting CCTS authorized passengers shall be reported to CCTS immediately and the written report submitted within 24 hours of the accident and/or incident.
 - The Contractor will be responsible for properly maintaining separate records and summaries for this service as deemed necessary. The name and description of the hardware or software used to obtain the records and create reports should be submitted.
 - The following are types of information, which CCTS could require the Contractor to keep.
 - Daily Trip by Trip Records-
 - Trip origin and destination address
 - Clock time, vehicle odometer reading, and on-board passenger count at time of passenger pickup and drop off
 - Daily, Weekly, and Monthly Reports -
 - By Agency:
 - Passenger count by agency

- Hours of service per agency
- Miles of service per agency
- Daily, Weekly, and Monthly Management Report-
 - Sum number of unduplicated passengers served, one-way trips, hours available for service, vehicle hours and miles, accidents per mile, complaints per mile, etc.

Contractor shall be expected to perform their regular contracted services 24 hours a day, seven days a week. 48 hours' notice will be given for weekend trips and those trips falling outside normal business hours.

The Contractor shall be excused from performance hereunder during the time and to the extent that he/she is prevented from performing by acts of God, strike, and or confiscation of vehicles, materials, products, plants, or facilities. The County reserves the right to assign the areas covered by this Agreement to another contractor either in whole or in part, whenever the Contractor is unable to perform.

The Contractor shall transport approved, properly authorized individuals to a specified destination upon request, on time, and in accordance with arrangements made by CCTS.

Clients shall be provided door to door transport on routes between designated pick-up locations and assigned facilities. Transportation will be provided for ambulatory, non- ambulatory and wheelchair; Geri-chair residents, based on assessed need.

The Contractor shall also provide transport for approved attendants to ride with and assist authorized passengers. One attendant per individual may accompany the authorized passenger free of charge. Attendants shall include but not be limited to parents, spouses, other family members, or care givers. Caregivers may include friends, neighbors, acquaintances, paraprofessionals or professional care providers. The contractor will not supply attendants. Rider certified as requiring an attendant will be transported only when accompanied by an aide.

The Contractor's drivers are required to ensure that each passenger properly utilizes his/her seat belt when riding in the Contractor's vehicle and for ensuring compliance with federal safety laws for seatbelts and child safety seats. Child Safety provisions states no child under the age of fourteen be

transported without an adult attendant. The number of passengers in a vehicle shall not exceed the number of seatbelts in the vehicle.

The Contractor is required to use the highest degree of care in the operation of equipment and in the provision of assistance to passengers. This care includes providing assistance up and/or down steps and into buildings, and providing assistance into and out of the Contractor's vehicle.

The Contractor's drivers shall not be required to provide assistance beyond the doorway to the passenger's dwelling or destination except as may be necessary at medical facilities to get the passenger to the proper location, (i.e. a wheelchair bound passenger, a vision impaired, etc.). Contractor drivers are required to provide assistance in pushing wheelchairs to and from the building entrance. Drivers are not permitted to take wheelchair passengers up or down more than one step, up or down snow-covered ramps, or sidewalks. For wheelchairs weighing less than 50 pounds and a sedan type vehicle are used to transport the passenger, the driver is required to stow the wheelchair in the trunk.

Such labor, vehicles, materials, supplies, and required equipment shall be of acceptable quality to the County and services rendered shall comply with the following Performance Standards. Failure to comply shall be deemed an event of default and shall result in immediate termination of the Agreement. CCTS and the Contractor will review the performance standards annually.

Services shall be provided on such days and at such times as specified by CCTS, to and from locations and for such persons as are specified and authorized by CCTS.

The requests for service will be faxed or emailed to CCTS contractor by the Cabarrus County Mobility Management at least by 2:00 pm prior to the date of service. After requests are entered into the computer, they are coordinated and scheduled by the dispatcher/supervisor. The end result is a computerized daily schedule for each driver.

A master schedule containing all trips for the drivers is printed and continuously monitored from the dispatch office to ensure that trips are completed timely.

Passengers shall arrive at their destinations no later than their actual appointment time and shall be picked up for the return trip within 60 minutes of the call requesting the return trip. CCTS policy states

drivers are allotted a five minute maximum wait time after arriving at a passenger's home or a desired location before the driver must leave and the passenger is required to call in for their return trip.

The maximum one-way ride time for any passenger shall not exceed 30 minutes from the time the passenger boards or enters the vehicle except as may be required due to distance for out-of-county trips.

The contractor is encouraged to consolidate unrelated passenger trips into one vehicle. The contractor should attempt to consolidate trips whenever origins, destinations, and scheduled pick-up times are such that reasonable service quality can be maintained. A trip is defined as one or more people with the same origin and destination. If two people have different origins, but the same destinations, it is considered two trips.

Performance Monitoring

Monitoring is the process CCTS will use to oversee and check the Contractor's performance to be sure that it meets the performance standards. CCTS reserves the right to use any or all of the below monitoring techniques:

- Financial audits
- Customer surveys
- U.S. DOT National Transit Database Reports
- Monthly Management Performance Reports
- Random Phone Calls
- Unannounced visits
- Undercover rides
- Vehicle/Maintenance Record

Oversight

The Contractor will assign a Project Manager who will oversee the operation of the service with regard to performance of work under this Agreement, and ensure that the Contractor performs satisfactorily as accepted by CCTS,

CCTS Director or their designee shall have the authority to administer or terminate the agreement, executive change orders, and make related determinations and findings.

CCTS Director or their designee is responsible for ensuring the Contractor's compliance with the Terms and Conditions of the Agreement and safeguarding the best interest of the County.

The Transportation Planner or his designee at CCTS shall be responsible to authorize service delivery for all routes and schedules. The schedules will comply with the Contractor's hours of operation within the CCTS hours of operations parameters.

Cabarrus County holds Transportation Advisory Board (TAB) meetings on a monthly basis and may include discussion of service problems and proposed solutions. Open and frequent communications should be maintained. Additional meetings may be required. The Project Manager may be required to attend meetings.

The Contractor shall assist the County in overall system planning efforts. These efforts shall include assisting the County with all audits and operational planning requirements pertaining to the system; developing and promoting new services; exploring alternative funding and contracting methods; budgeting and capital areas; and public outreach efforts.

Complaint Procedures

Cabarrus County is committed to ensuring that quality service is provided to its passengers. Service providers are expected to perform all required services in a manner which complies with the program of performance standards of this agreement.

Complaints regarding service performed by the Contractor received by CCTS will be promptly transmitted in writing to the Contractor. The Contractor shall investigate all complaints received by CCTS or directly by the Contractor, and report findings and action taken to CCTS within 48 hours following receipt of complaints.

Breaches and Dispute Resolution

Disputes arising which are not resolved by agreement of the parties shall be decided in writing by the Transportation Director of CCTS or authorized representative working in conjunction with the County Attorney.

Unless otherwise directed by the Director, the Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

The duties and obligations of this Agreement and the rights and remedies available hereunder are in addition to and not a limitation of any duties, obligations, rights and remedies of the law. No action or failure to act by CCTS or The Contractor is not a waiver of any right or duty of this Agreement, nor is it an approval of any breach hereunder unless specifically agreed in writing.

Agreement Terms

The Contractor will provide transportation in the manner set above and elsewhere in this Agreement for the duration of three years after which remains eligible for a two year extension. A six month probationary period will follow the commencement date.

Subject to the provisions for early termination as specified below, the term of this Agreement shall commence and end as stated above unless either party, in good faith, delivers notice of termination in writing to the other party at least 30 days prior to the effective date of the proposed action unless necessitated by a breach of the terms and conditions of this agreement by the Contractor. The agreement must be reviewed each year.

Execution of this Agreement does not warrant or guarantee a minimum or maximum amount of service to CCTS. Coordinated decisions are not defined by cost options only. It is understood, analysis of cost and the quality of service are considered in this process of coordination. CCTS reserves the right to waive and/or negotiate any or all elements of the agreement.

Termination

Failure to comply with any of these provisions may be considered a breach of the Contract and may result in immediate termination. All services performed by the Contractor will cease as of the date and

time indicated in the written correspondence from Cabarrus County working in conjunction with the County Attorney.

In the event of any termination, the County shall pay the agreed rate only for services delivered up to the date of termination and the County has no obligation to pay franchisee for services rendered or to be rendered after the effective date of termination, of any kind, after the date of termination.

Contractor shall deliver all vehicle records, equipment and material to the County within ten days of the effective date of termination. This requirement specifically includes electronic files pertaining to the System's passenger, routes, billing history, and eligibility status- as such data is recognized by the parties hereto as always remaining county property. Contractor shall promptly pay CCTS as of the date of termination for any sums owed CCTS pursuant to the terms of this agreement

Section A

Letter of Transmittal

Section B

Maintenance Response Form {Contractor Information Sheet}

Section C

Certificates of Insurance or information regarding number of employees and workman's compensation coverage requirements

Section D

Form of Proposal and Acknowledgement of Addenda

I, Lashawn Flynn, understand that CCTS reserves the right to reject this proposal, but that this proposal shall remain open and shall not be withdrawn for a period of 60 days from the date of its submission. Prices submitted in response to the RFP will be valid for a minimum of 180 days from the date of proposal submission.

The price quoted in any proposal shall include labor, materials, tools, equipment, and other cost necessary to fully complete the design, manufacture, delivery, and implementation of the system pursuant to the negotiated specifications.

Name of Company: American Alternative Transportation, LLC
Business Address: 10203 Boulevard Ln., Charlotte, NC 28277

Name and Title of Authorized Official: Lashawn Flynn, President

Signature: [Handwritten Signature]

Date: 4/5/14

Telephone Number: (704) 544-5665

Fax Number: (704) 544-7735

Acknowledgement of Addenda Received:

Addendum Number and Date Received: _____

Addendum Number and Date Received: _____

Addendum Number and Date Received: _____

If no addenda were received, write "N/A" in each "Addendum Number and Date Received" left blank.

Failure to acknowledge receipt of all addenda may cause the proposal to be considered nonresponsive to the solicitation. Acknowledged receipt of each addendum must be clearly established.

Please attach a copy of each addendum received to this page, Section D.

Section E: Required Appendices Submissions

Appendix A - Certification of Compliance with Requirements for the Participation of Disadvantaged Business Enterprises (DBEs) - RS-2 Form

Appendix B - Certification of Primary Participants Regarding Debarment, Suspension, and Other Responsibility Matters

Appendix C - Certification of Restrictions on Lobbying

Appendix D - Certificate of Compliance with Buy America Requirements (only submit one, either Appendix D or E)

Appendix E - Certificate of Non-Compliance with Buy America Requirements (only submit one, either Appendix E or D)

Appendix F - Federal and State Requirements and Special Conditions for Operations and Management Contracts

**FEDERAL AND STATE REQUIREMENTS
AND SPECIAL CONDITIONS
for
OPERATIONS and MANAGEMENT CONTRACTS**

1. General

The work performed under this contract will be financed, in part, by grants provided under programs of the Federal Transit Administration. Citations to federal law, regulation, and guidance references include, but are not limited to, the Master Agreement FTA MA (19), dated October 1, 2012; FTA Circular 4220.1F, dated November 1, 2008; "Best Practices Procurement Manual", updated March 13, 1999 with revisions through October 2005; 49 CFR Part 18 (State and Local Governments) and 49 CFR Part 19 (Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations) and any subsequent amendments or revisions thereto.

**THE FOLLOWING MAY BE USED SYNONYMOUSLY:
"BIDDER" AND "CONTRACTOR"
"PURCHASER", "PROCURING AGENCY" AND "OWNER"**

2. Federal Changes

Contractor shall at all times comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

FTA's new authorizing legislation, MAP-21 made significant changes to FTA's public transportation programs.

(1) MAP-21 requirements apply to:

- a. New grants and cooperative agreements for which FTA awarded funds made available or appropriated to carry out MAP-21 programs, and
- b. Amendments to existing cooperative agreements for which FTA awarded funds made available or appropriated to carry out MAP-21 programs,

(2) Fiscal Year 2012 and previous fiscal year funding requirements apply as follows:

- a. In some instances, as determined by FTA, previous program requirements apply or will apply to grants and cooperative agreements for which FTA awarded Fiscal Year 2012 or a previous fiscal year funds, but
- b. In other instances, as determined by FTA, MAP-21 program requirements (including MAP-21 "cross-cutting requirements" identified in section 43 of this Master Agreement) apply or will apply to grants and cooperative agreements for which FTA awarded Fiscal Year 2012 or a previous fiscal year funds.

3. Notification of Federal Participation

To the extent required by Federal law, the State of North Carolina agrees that, in administering any Federal assistance Program or Project supported by the underlying Grant Agreement or Cooperative Agreement, any request for proposals, solicitation, grant application, form, notification, press release, or other publication involving the distribution of FTA assistance for the Program or the Project that it will identify the FTA grant source by listing the Catalog of Federal Domestic Assistance Number of the program. The following FTA grant programs will

be eligible to participate in this bid, 20.505, 20.507, 20.500, 20.513, 20.509, 20.516, 20.519, 20.521, 20.525, and 20.526. Federal funding assistance up to eighty (80%) percent may be provided.

4. **Definitions**

Third Party Agreement, in accordance with the Master Agreement unless FTA determines otherwise in writing, includes all of the following agreements, such as:

- (1) Third party contracts,
- (2) Leases,
- (3) Third party subcontracts; and
- (4) Other similar arrangements or agreements.

Third Party Participant, in accordance with the Master Agreement unless FTA determines otherwise in writing, includes all of the following participants, such as:

- (1) Third party contractors,
- (2) Lessees,
- (3) Third party subcontractors, and
- (4) Other participants in the Project

5. **Conflict of Interest**

No employee, officer, board member, or agent of the Owner shall participate in the selection, award, or administration of a contract supported by Federal Transit Administration (FTA) funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, board member, or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award.

6. **Lobbying**

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

The requisite "Lobbying Certification" is included as ATTACHMENT A (attach Standard Form-LLL if necessary) and must be executed for contracts of \$100,000 or more and prior to the award of the contract.

7. Civil Rights

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(a) The third party contractor and all lower tiers shall comply with all provisions of FTA Circular 4701.1A, "Title VI and Title VI Dependent Guidelines for Federal Transit Administration recipients", May 13, 2007.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the Contractor agrees to comply and assures the compliance of each subcontractor at any tier of the Project, with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000(e) note, and also with any Federal laws, regulations, and directives affecting construction undertaken as part of the Project.

(3) **Nondiscrimination on the Basis of Age** – The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 et seq., and with implementing U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance, 45 C.F.R. Part 90, which prohibit discrimination against individuals on the basis of age.

The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with

implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625, which prohibits discrimination against individuals on the basis of age.

(4) **Nondiscrimination on the Basis of Sex** - The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 25, that prohibit discrimination on the basis of sex.

(5) **Access for Individuals with Disabilities** - The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

- (1) U.S. DOT regulations "Transportation Services for Individuals with Disabilities (ADA)" 49 C.F.R. Part 37;
- (2) U.S. DOT regulations "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F. R. Part 38;
- (4) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities." 28 C.F.R. Part 36;
- (6) U.S. GSA regulations "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 49 C.F.R. Part 64, Subpart F;

- (9) U.S. Architectural and Transportation Barriers Compliance Board regulations, "Electronic and Information Technology Accessibility Standards." 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 C.F.R. part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

(6) **Access to Services for Persons with Limited English Proficiency.** The Contractor agrees to comply with Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 *Fed. Reg.* 74087, December 14, 2005, except to the extent that the Federal Government determines otherwise in writing.

(7) **Environmental Justice.** The Contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note; and DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 *Fed. Reg.* 18377 *et seq.*, April 15, 1997, except to the extent that the Federal Government determines otherwise in writing; and FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance.

(8) **Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections.** To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.

(9) **Other Nondiscrimination Laws.** The Contractor agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable directives prohibiting discrimination, except to the extent that the Federal Government determines otherwise in writing.

(10) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

8. Contracting with Disadvantaged Business Enterprises

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective October 1, 2004.

a. This contract is subject to the requirements of U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26 [U.S. DOT published final rule, "Disadvantaged Business

Enterprise: Program Improvements," 49 C.F.R. Part 26, on January 28, 2011 (see 76 Fed. Reg. 5083)], and Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, as amended by Section 451 of the Hiring Incentives to Restore Employment (HIRE) Act, Pub. L. 111-147, March 18, 2010, 23 U.S.C. § 101 note.

The NC Department of Transportation/Public Transportation Division's overall goal for DBE participation is **8.6%**.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the **Procuring Agency** deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

c. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Procuring Agency. In addition, these may apply:

- **the contractor may not hold retainage from its subcontractors; or**
- **is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed; or**
- **is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the Procuring Agency and contractor's receipt of the partial retainage payment related to the subcontractor's work.**

d. The contractor must promptly notify the **Procuring Agency** whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the **Procuring Agency**.

9. Clean Air Act

(a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 306 of the Clean Air Act as amended, 42 U.S.C. § 7606, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. The Contractor agrees to report any violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the State and/or FTA and the appropriate EPA Regional Office.

(b) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal Assistance provided by FTA.

10. Clean Water

(a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377, The Contractor agrees to report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

11. Environmental Protection

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, (NEPA) 42 U.S.C. §§ 4321 through 4335 (as restricted by 42 U.S. C. § 5159, if applicable); Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements at 49 U.S.C. § 5323(c)(2)), as amended by MAP-21, ; U.S. Council on Environmental Quality regulations pertaining to compliance with NEPA, 40 C.F.R. Parts 1500 through 1508; and joint FHWA FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622; and other applicable Federal environmental protection regulations that may be promulgated at a later date. The Contractor agrees to comply with the applicable provisions of 23 U.S.C. § 139 pertaining to environmental procedures, and 23 U.S.C. § 326, pertaining to Purchaser's responsibility for categorical exclusions, in accordance with the provisions of joint FHWA/FTA final guidance, "Environmental Review Process (Public Law 109-59)," 71 Fed. Reg. 66576 *et seq.* November 15, 2006 and any applicable Federal directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing.

12. Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Sect. 6321 et seq.

13. Buy America

If the Contractor is providing vehicles as part of the operations or service agreement, the vehicles must meet Buy America. The Contractor agrees to comply with 49 U.S.C. § 5323(j), as amended by MAP-21 and 49 C.F.R. part 661, to the extent consistent with MAP-21, and subsequent amendments to those regulations that may be promulgated. The Contractor also agrees to comply with FTA directives to the extent those directives are consistent with MAP-21, except to the extent that FTA determines otherwise in writing. Buy America requirements state that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waiver requirements are listed in 49 CFR 661.7. Appendix A grants a general public interest waiver from the Buy America requirements that apply to microprocessors, computers, microcomputers, or software, or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device, which merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Small purchases (currently less than \$100,000) made with capital, operating, or planning funds are also exempt from the Buy America requirements.

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11, which provide that Federal funds may not be obligated unless rolling stock is manufactured in the United States and have a sixty (60%) percent domestic content. Rolling stock that is not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content. **Rolling stock includes:** buses, other vehicles used in transportation, train control equipment, communication equipment, and traction power equipment.

Effective July 24, 1995 small purchases (under the \$100,000 threshold) made with FTA funds, will not be subject to the Buy America requirement. The value of small purchases should be determined by using "contract price" and not "unit price".

These regulations require, as a matter of responsiveness, that the Bidder or Contractor submit to the purchaser the appropriate Buy America certification (Attachment C or D) with all bids where FTA funds are provided, except those subject to a general waiver or less than \$100,000.

BIDS OR OFFERS THAT ARE SUBMITTED WITHOUT THE COMPLETED BUY AMERICA CERTIFICATION MUST BE REJECTED AS NONRESPONSIVE. BIDDERS ARE ADVISED THAT SUBMISSION OF BOTH CERTIFICATIONS WITH THE BID IS ALSO CONSIDERED NONRESPONSIVE AND WILL RESULT IN REJECTION OF THE BID; ONLY ONE CERTIFICATION (either C or D) SHALL BE SUBMITTED. The certification requirement does not apply to lower tier subcontractors.

14. Pre-Award and Post-Delivery Audits of Rolling Stock Purchases

If the Contractor is providing vehicles as part of the operations or service agreement, the vehicles must meet the requirements of the Pre-Award and Post-Delivery Audits for Rolling Stock. 49 U.S.C. Section 5323(m), as amended by MAP-21 and FTA's implementing regulation 49 CFR Part 663, dated September 24, 1991, and, when promulgated, any amendments to those regulations, require all recipients purchasing vehicles carrying passengers to conduct pre-award and post-delivery audits. If the provisions of 49 U.S.C. Section 5323(m), as amended by MAP-21 conflict with FTA's implementing regulations as currently promulgated the provisions of 49 U.S.C. Section 5323(m), as amended, prevail.

Pre-Award Audit:

Pre-award information may also be submitted with the bid.

(1) Buy America Requirements: (for contracts of \$100,000 and more)

The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America (see Section 14. Buy America). If the Contractor certifies compliance with Buy America, it shall provide supporting documentation that indicates that 60% of the cost of all components are manufactured in the United States and that final assembly takes place in the United States. The documentation shall include:

- a) the component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs;
- b) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of the final assembly; and

c) a copy of the letter from FTA granting a waiver on the vehicle(s) for all or part of the Buy America requirement under section 165(b)(1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act (STAA) of 1982, as amended;

(2) Federal Motor Vehicle Safety Standards (FMVSS) Certification: (must be completed for all purchases)

The Contractor shall submit:

- a) the manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS regulations; or
- b) the manufacturer's certified statement that the contracted vehicles will not be subject to the FMVSS regulations.

(3) Solicitation Specification Requirements:

The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

Post-Delivery Audit:

Upon completion of the vehicle(s), and prior to filing of the title, the successful bidder shall provide the information indicated in 1-3 above. This post-delivery audit is required to ensure that the vehicle(s) were manufactured as intended. Failure to comply with this requirement or inability to certify Buy America compliance shall be cause for rejection of the vehicle(s).

Upon delivery and acceptance of the equipment, the vehicle(s) shall undergo a thorough visual inspection and road test to assure compliance to contract specifications.

*Note - The term "manufacturer" shall include, but not be limited to, the chassis manufacturer; the secondary manufacturer; a second party providing additions or modifications to the vehicle, and/or the bidder.

Please refer to EXHIBIT I regarding computation of component and subcomponent parts.

The Contractor shall require the lowest bidders, determined at bid opening, to submit the Pre-Audit information within three (3) working days of the request. This information may also be submitted with the bid. This pre-award audit information is required to be eligible for award of the bid. Failure to comply with this requirement shall be cause for rejection of the bid.

Certifications of Pre-Award and Post-Delivery Audits should be presented with documentation from contractor. Additional documentation should be made available upon request.

15. Fly America

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

16. Recycled Products

The Recycled Products requirement applies to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000. These requirements flow down to all contractor and subcontractor tiers.

To the extent possible the contractor agrees to comply with U. S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended, 42 U.S.C. 6962. The contractor agrees to provide competitive preference for products and services that conserve natural resources, protect the environment and are energy efficient, except to the extent that the Federal Government determines otherwise in writing.

These items include, but may not be limited to:

Paper and paper products, excluding building and construction paper grades.

Vehicular products:

- (a) Lubricating oils containing re-refined oil, including engine lubricating oils, hydraulic fluids, and gear oils, excluding marine and aviation oils.
- (b) Tires, excluding airplane tires.
- (c) Reclaimed engine coolants, excluding coolants used in non- vehicular applications.
- (d) Rebuilt vehicular parts.

Transportation products:

- (a) Traffic barricades and traffic cones used in controlling or restricting vehicular traffic.
- (b) Parking stops made from concrete or containing recovered plastic or rubber.
- (c) Channelizers containing recovered plastic or rubber.
- (d) Delineators containing recovered plastic, rubber, or steel.
- (e) Flexible delineators containing recovered plastic.

Miscellaneous products:

- (a) Pallets containing recovered wood, plastic, or paperboard.
- (b) Sorbents containing recovered materials for use in oil and solvent clean-ups and as animal bedding.
- (c) Industrial drums containing recovered steel, plastic, or paper.
- (d) Awards and plaques containing recovered glass, wood, paper, or plastic.
- (e) Mats containing recovered rubber and/or plastic.
- (f) (1) Non-road signs containing recovered plastic or aluminum and road signs containing recovered aluminum.
(2) Sign supports and posts containing recovered plastic or steel.
- (g) Manual-grade strapping containing recovered steel or plastic.
- (h) Bike racks containing recovered steel or plastic.
- (i) Blasting grit containing recovered steel, coal and metal slag, bottom ash, glass, plastic, fused alumina oxide, or walnut shells.

Park and recreation products:

- (a) Playground surfaces and running tracks containing recovered rubber or plastic.
- (b) Plastic fencing containing recovered plastic for use in controlling snow or sand drifting and as a warning/safety barrier in construction or other applications.
- (c) Park benches and picnic tables containing recovered steel, aluminum, plastic, or concrete.
- (d) Playground equipment containing recovered plastic, steel, or aluminum.

Landscaping products:

- (a) Hydraulic mulch products containing recovered paper or recovered wood used for hydroseeding and as an over-spray for straw mulch in landscaping, erosion control, and soil reclamation.
- (b) Compost made from yard trimmings, leaves, grass clippings, and/ or food waste for use in landscaping, seeding of grass or other plants on roadsides and embankments, as a nutritious mulch under trees and shrubs, and in erosion control and soil reclamation.
- (c) Garden and soaker hoses containing recovered plastic or rubber.
- (d) Lawn and garden edging containing recovered plastic or rubber.
- (e) Plastic lumber landscaping timbers and posts containing recovered materials.

Non-paper office products:

- (a) Office recycling containers and office waste receptacles.
- (b) Plastic desktop accessories.
- (c) Toner cartridges.
- (d) Plastic-covered binders containing recovered plastic; chipboard and pressboard binders containing recovered paper; and solid plastic binders containing recovered plastic.
- (e) Plastic trash bags.
- (f) Printer ribbons.
- (g) Plastic envelopes.
- (h) Plastic clipboards containing recovered plastic.
- (i) Plastic file folders containing recovered plastic.
- (j) Plastic clip portfolios containing recovered plastic.
- (k) Plastic presentation folders containing recovered plastic.
- (l) Office furniture containing recovered steel, aluminum, wood, agricultural fiber, or plastic.

17. Debarment and Suspensions

This contract is a covered transaction for purposes of 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940, 180.935 and 180.945.

The contractor is required to comply with 2 CFR 180, Subpart C and must include the requirement to comply with 2 CFR 180, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the **Procuring Agency**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **Procuring Agency**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR 180, Subpart C while this

offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

The Procuring Agency agrees and assures that its third party contractors and lessees will review the "Excluded Parties Listing System" at <https://www.sam.gov/> before entering into any subagreement, lease or third party contract.

The Procuring Agency will be reviewing all third party contractors under the Excluded Parties Listing System at <https://www.sam.gov/> before entering into any contracts.

The requisite Debarment and Suspension Certification is included as ATTACHMENT B (attach additional statement if necessary) and must be executed for contracts of \$25,000 or more and prior to the award of the contract.

18. Termination or Cancellation of Contract

The Owner, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the project. If this contract is terminated, the Owner shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

The Owner, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the project. If this contract is terminated, the Owner shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

The Owner may terminate this contract in whole or in part, for the Owner's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Owner shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Owner all equipment (property of Owner), data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Owner shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Owner may complete the work by issuing another contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Owner.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Owner.

19. Breach of Contract

If the Contractor does not deliver the required services or the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Owner may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and

accepted, or services performed in accordance with the manner of performance set forth in the contract.

The Owner in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the Contractor fails to remedy to Owner's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from Owner setting forth the nature of said breach or default, The Owner shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Owner from also pursuing all available remedies against Contractor and its sureties for said breach or default.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the Owner, protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and Owner shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If it is later determined by the Owner that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Owner, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

20. Resolution of Disputes

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Owner. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized representative of the Owner. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of the Owner shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the Owner, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Owner and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Owner is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Owner, Architect or

Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

21. Protest Procedures

To ensure that protests are received and processed effectively the Purchaser shall provide written bid protest procedures upon request. In all instances information regarding the protest shall be disclosed to the N.C. Department of Transportation (NCDOT). All protest requests and decisions must be in writing. A protester must exhaust all administrative remedies with the Purchaser before pursuing remedies through the NCDOT. Reviews of protests by the NCDOT will be limited to the Purchaser's failure to have or follow its protest procedures, or its failure to review a complaint or protest. An appeal to the NCDOT must be received by the Department within three (3) working days of the date the protester knew or should have known of the violation. An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester knew or should have known of the violation. Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local authorities.

22. No Federal Government Obligations to Third Parties

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

23. Program Fraud and False or Fraudulent Statements and Related Acts

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its activities in connection with this Project.

Accordingly, upon execution of the underlying contract or agreement the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may apply, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance or representation to the Federal Government or

includes a false, fictitious, or fraudulent statement or representation in any agreement involving a project authorized under 49 U.S.C. chapter 53 or any other Federal statute, the Federal Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 or other applicable Federal statute to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

24. Access to Records and Reports

The Contractor agrees to permit, and require its subcontractors to permit, the U.S. Secretary of Transportation, and the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Contractor and its subcontractors pertaining to the Project, as required by 49 U.S.C. § 5325(g).

Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S. D. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5303, 5307, 5309, 5310, 5311, 5316, or 5317.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after that date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 C.F.R. 18.39 (i)(11).

The State of North Carolina, Office of the State Auditor, now requires that all records now be retained for five (5) years after that date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto.

25. Privacy

To the extent that the Contractor, or its subcontractors, if any, or any to their respective employees administer any system of records on behalf of the Federal Government, Contractor agrees to comply with, and assure the compliance of its subcontractors, if any, with the information restrictions and other applicable requirements of the Privacy Act of 1974, as amended, 5 U.S.C. Sect. 552, (the Privacy Act).

The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

26. Contract Work Hours and Safety Standards Act

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from ... the [Federal] Government." 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 49 CFR 18.36(i)(6)), the Act no longer applies to any "contract in an amount that is not greater than \$100,000." 40 USC 3701(b)(3)(A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work." These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act's requirements are satisfied.

Clause Language:

Contract Work Hours and Safety Standards

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses

set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

27. Transit Employee Protective Agreements

The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.) These provisions are applicable to all contracts and subcontracts at every tier.

Transit Employee Protective Provisions.

(1) The Contractor agrees to the comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. § 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in U.S. DOL's certification of public transportation employee protective arrangements to FTA, the date of which appears in the Grant Agreement or Cooperative Agreement for the Project. The Recipient agrees to implement the Project in accordance with the conditions stated in that U.S. DOL certification. That certification and any documents cited therein are incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The requirements of this Subsection of the Master Agreement do not apply to Projects for elderly individuals or individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2) or subsection 3012(b) of SAFETEA-LU, Projects for nonurbanized areas authorized by 49 U.S.C. § 5311; or Projects for the over-the-road bus accessibility program authorized by section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, 49 U.S.C. § 5310 note. Separate requirements for those Projects are set forth in Subsections (b), (c), and (d), respectively, below. *[Amendments to U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, were published at 73 Fed. Reg. 47046 et seq., August 13, 2008.]*

(b) Public Transportation Employee Protective Arrangements for Elderly Individuals and Individuals with Disabilities for the Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program. To the extent that the U.S. Secretary of Transportation has determined or determines in the future that employee protective arrangements required by 49 U.S.C. § 5333(b) are necessary or appropriate for a governmental authority subrecipient participating a Project authorized by 49 U.S.C. § 5310(b)(2) or subsection 3012(b) of SAFETEA-LU, 49 U.S.C. § 5310 note, the Recipient agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor necessary to comply with the requirements of 49 U.S.C. § 5333(b), in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions, if any, are identified in the U.S. DOL's certification of public transportation employee protective arrangements to FTA, the date of which appears in the Grant Agreement. The Recipient agrees to implement the Project in compliance with the conditions stated in that U.S. DOL certification, to the extent that

certification is required. Any U.S. DOL certification that may be provided and any documents cited therein are incorporated by reference and made part of the Grant Agreement. *[New amendments to U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, were published at 73 Fed. Reg. 47046 et seq., August 13, 2008.]*

(c) Public Transportation Employee Protective Arrangements for Projects in Nonurbanized Areas Authorized by 49 U.S.C. § 5311. The Recipient agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program that is most current as of the date of execution of the Grant Agreement or Cooperative Agreement for the Project, and any alternative comparable arrangements specified by U.S. DOL for application to the Recipient's project, in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any revisions thereto. *[New amendments to U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, were published at 73 Fed. Reg. 47046 et seq., August 13, 2008.]*

(d) Employee Protective Arrangements for Projects Financed by the Over-the-Road Bus Accessibility Program. The Recipient agrees to comply with the terms and conditions of the Special Warranty for the Over-the-Road Bus Accessibility Program that is most current as of the date of execution of the Grant Agreement or Cooperative Agreement for the Project, and any alternative comparable arrangements specified by U.S. DOL for application to the Recipient's project, in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any revisions thereto. *[New amendments to U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, were published at 73 Fed. Reg. 47046 et seq., August 13, 2008.]*

(2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

28. Project Labor Agreements (formerly Neutrality in Labor Relations)

As a condition of contract award, the Owner may require a third party contractor or subcontractor to have an affiliation with a labor organization such as a project labor agreement, consistent with Executive Order No. 13502, "Use of Project Labor Agreements [PLA] for Federal Construction Projects," February 6, 2009, 41 U.S.C. ch. 39, Refs & Annos., except as the Federal Government determines otherwise in writing.

29. Federal Motor Carrier Safety Administration

The Contractor and its subcontractors, lessees or third party contractors will comply to the applicable provisions of the following promulgated U.S. FMCSA regulations.

Financial Responsibility.

1. To extent that the Contractor or its subcontractor, lessee or third party is engaged in interstate commerce and not within a defined commercial zone, the Contractor agrees to comply with U.S. FMCSA regulations, "Minimum Level of Financial Responsibility for Motor Carriers", 49 U.S.C. Part 387, Dealing with economic registration and insurance requirements.

a) The amount of insurance required of Federal assistance recipients (5307, 5310 and 5311) is reduced to the highest amount of any state in which the transit provider operates.

2. To extent that the Contractor or its subcontractor, lessee or third party is engaged in interstate commerce and not within a defined commercial zone, and the grant recipient is

not a unit of government (defined as Federal Government, a state, any political subdivision of a state or any agency established under a compact between states), the Contractor agrees to comply with U.S. FMCSA regulations, Subpart B, "Federal Motor Carrier Safety Regulation", at 49 CFR Parts 390 through 396.

Driver Qualifications.

1. The Contractor or its subcontractor, lessee or third party agree to comply with U.S. FMCSA's regulations, "Commercial Driver's License Standards, Requirements, and Penalties", 49 CFR Part 383.

Substance Abuse Rules for Motor Carriers

1. The Contractor or its subcontractor, lessee or third party agree to comply with U.S. FMCSA's regulations, "Drug and Alcohol Use and Testing Requirements" 49 CFR Part 382, which apply to transit providers that operate a commercial motor vehicle that has a gross vehicle weight rating over 26,000 pounds or is designed to transport sixteen (16) or more passengers, including the driver.

30. National Intelligent Transportation Systems Architecture and Standards

To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards requirements of 23 U.S.C. § 517(d), as amended by MAP-21, and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing. (*applicable to ITS projects*)

31. Charter Service

The Charter Bus requirements apply to all Operational Service Contracts. The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

The contractor agrees that no project financed under 49 U.S.C. chapter 53 or under 23 U.S.C. §§ 133 or 142, will engage in charter service operations, except as authorized by 49 U.S.C. § 5323(d) and FTA regulations, "Charter Service," 49 C.F.R. Part 604, and any Charter Service regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing. The Charter Service Agreement the Grant Recipient has selected in its latest annual Certifications and Assurances is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project and part of this procurement. The following FTA's Charter Service regulations, apply: (1) the requirements of FTA's Charter Service regulations and any amendments thereto will apply to any charter service it or its subrecipients, lessees, third party contractors, or other participants in the Project provide; (2) the definitions of FTA's Charter Service regulations will apply to the Recipient's charter operations, and (3) a pattern of violations of FTA's Charter Service regulations may require corrective measures and imposition of remedies, including barring the Recipient, subrecipient, lessee, third party contractor, or other participant in the Project operating public transportation under the Project from receiving Federal financial assistance from FTA, or withholding an amount of Federal assistance as set forth in Appendix D to those regulations. [*Amendments to FTA regulations, "Charter Service," 49 C.F.R. Part 604, were published at 73 Fed. Reg. 2325 et seq., January 14, 2008, and amended at 73 Fed. Reg. 44927 et seq., August 1, 2008, and at 73 Fed. Reg. 46554 et seq., August 11 2008.*]

32. School Bus Operations

The School Bus requirements apply to all Operational Service Contracts. The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

33. Drug and Alcohol Testing

The Contractor agrees to comply with the FTA Drug and Alcohol Regulation, 49 CFR 655, revised October 1, 2005, that implemented 49 U.S.C. § 5331, and any subsequent revisions or amendments thereto, in establishing and implementing a drug use and alcohol misuse testing program. This program is to be strictly applied to all safety sensitive employees of the Contractor for pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing. This program takes effect immediately upon the execution of the contract.

34. State and Local Disclaimer

The Owner does not warrant or make any representation as to the accuracy or completeness of the information, text, graphics, links and other items contained in this document or on this server or any other server. Such materials have been compiled from a variety of sources and are subject to change without notice from the State and FTA.

35. Geographic Preference

Procurements shall be conducted in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in evaluation or award of bids or proposals, except where applicable Federal statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws.

36. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

37. Hold Harmless

Except as prohibited or otherwise limited by State law, the Contractor agrees to indemnify, save, and hold harmless the Owner of this Contract and its officers, agents, and employees acting within the scope of their official duties against any liability, including all claims, losses, costs and expenses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that

may be injured or damaged by the contractor or subcontractor in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the contractor.

38. Safe Operation of Motor Vehicles

a. Seat Belt Use.

Pursuant to Executive Order No. 13043, April 16, 1997, 23 U. S. C. § 402, the Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally-operated vehicles and include this provision in any third party subcontracts, leases or similar documents in connection with this project.

b. Distracted Driving, Including Texting While Driving.

Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, FTA encourages each third party contractor to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in any third party subcontract leases or similar documents in connection with this project.

c. Safety. The Contractor is encouraged to:

- (a) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

Company-owned or rented vehicles; Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or any vehicle, on or off duty, and using an electronic device.

- (b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

c. Definitions

- (1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

- (2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

39. Exclusionary or Discriminatory Specifications or Requirements

The Contractor agrees that it will comply with the requirements of 49 U.S.C. Sect. 5325(h) by refraining from using any funds derived from FTA in performance of this Contract to support any sub-contracts that use exclusionary or discriminatory specifications or requirements.

40. North Carolina State Ethic's Requirement

Pursuant to Governor Perdue's Executive Order # 24, this section should be included in the terms and conditions of all contracts let by the Governor's Cabinet Agencies and the Office of the Governor:

- 1) "By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:
 - (1) have a contract with a governmental agency; or
 - (2) have performed under such a contract within the past year; or
 - (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

To be added near the signature portion of all contracts let by the Governor's Cabinet Agencies and the Office of the Governor:

"N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization."

41. Sensitive Security Information

Each third party contractor must protect, and take measures to ensure that its subcontractors at each tier protect, "sensitive security information" made available during the administration of a third party contract or subcontract to ensure compliance with 49 U.S.C. Section 40119(b) and implementing DOT regulations, "Protection of Sensitive Security Information," 49 CFR Part 15, and with 49 U.S.C. Section 114(r) and implementing Department of Homeland Security regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520.

ATTACHMENT A

CERTIFICATION REGARDING LOBBYING

(To be submitted with all bids or offers exceeding \$100,000; must be executed prior to Award)

The undersigned SA certifies, to the best of his or her knowledge and belief, that:
(Contractor)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons 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 to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, 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 Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transactions imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 for each such expenditure or failure.]

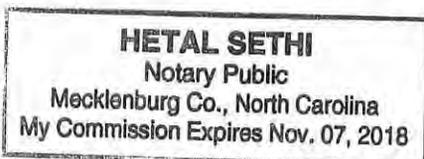
The Contractor, American Alternative Transportation LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Section A 3801 *et seq.*, apply to this certification and disclosure, if any.

Date 4/10/14

[Signature]
Signature of Contractor's Authorized Official
Lashawn Flynn President
Name and Title of Contractors Authorized Official

Subscribed and sworn to before me this 8th day of April, 2014, in the State of NC and the County of Mecklenburg.

Notary Public Hetal Sethi
My Appointment Expires NOV. 7th 2018



ATTACHMENT B

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY and VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION**

(To be submitted with all bids or offers exceeding \$25,000.)

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, 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.
- (2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Contractor), American Alternative Transportation, LLC certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

SIGNATURE [Handwritten Signature]

TITLE President

COMPANY American Alternative Transportation, LLC

DATE 4/8/14

State of NC

County of Mecklenburg

Subscribed and sworn to before me this 8th day of April, 2014.

HETAL SETHI
Notary Public
Mecklenburg Co., North Carolina
My Commission Expires Nov. 07, 2018

Notary Public Hetal Sethi

My Appointment Expires Nov. 7th 2018

ATTACHMENT C

**CERTIFICATE OF COMPLIANCE
WITH BUY AMERICA ROLLING STOCK REQUIREMENTS**

(To be submitted with all bids exceeding \$100,000. A bid, which does not include this certification or the certification under Attachment D, will not be eligible for award.)

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j), and the regulations in 49 CFR Part 661.11.

DATE 4/8/14
SIGNATURE [Signature]
TITLE President
COMPANY American Alternative Transportation
LLC

State of NC

County of Mecklenburg

Subscribed and sworn to before me this 8th day of April, 2014.

Notary Public Hetal Sethi

My Appointment Expires Nov. 7th 2018



ATTACHMENT D

**CERTIFICATE OF NON-COMPLIANCE
WITH BUY AMERICA ROLLING STOCK REQUIREMENTS**

(To be submitted with all bids exceeding \$100,000. A bid, which does not include this certification or the certification under Attachment C, will not be eligible for award.)

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. Section 5323(j)(2)(C), and regulations in 49 CFR 661.7.

DATE 4/8/14
SIGNATURE [Signature]
TITLE President
COMPANY American Alternative Transportation, Inc.

State of NC

County of Mecklenburg

Subscribed and sworn to before me this 8th day of April, 2014.

Notary Public Hetal Sethi

My Appointment Expires Nov. 7th 2018

HETAL SETHI
Notary Public
Mecklenburg Co., North Carolina
My Commission Expires Nov. 07, 2018



**Drug and Alcohol Procedures for all employees of American Alternative Transportation, LLC
(AAT)**

All employees must have a 10 panel drug test before they can be employed by AAT, and will be randomly tested anytime. The following Drug and Alcohol tests are required:

- **Pre employment**
- **Post accident**
- **Reasonable suspicion**
- **Return to duty**
- **Randomly**

An employee who refuses to comply with a request for testing shall be removed from duty and terminated immediately. Employee's who are suspected of providing false information in connection with a test, or who is suspected of falsifying test results through tampering, contamination, alteration, or substitution shall be required to undergo an observed collection. The following are also considered a refusal to test if the employee

- **Fails to appear for any test within a reasonable time, as determined by employer, after being directed to do so by employer**
- **Fails to remain at the testing site until the testing process is complete;**
- **Fails to provide a urine or breath specimen for any drug test required;**
- **In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of provision of a specimen**
- **Fails to provide a sufficient amount of urine or breath when directed, and it has be determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;**
- **Fails or declines to take a second test the employer or collector has directed you to take;**
- **Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the "shy bladder" or "shy lung" procedures**
- **Fails to cooperate with any part of the testing process (e.g. refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process).**

Drug tests can be performed any time an employee is on duty. An alcohol test can be performed when the employee is actually performing their duty, just before, or just after the vehicle is driven.

By signing this document you acknowledge you have read and understand the above requirements to be an employee of American Alternative Transportation, LLC.

Employee Name:

Date

Employee Signature:

American Alternative Transportation, LLC Driver Safety Training

Each employee will be required to take driver safety training classes. Times and dates will vary.

Every driver must be certified in First Aid and CPR.

Supervised ride a long's will be conducted randomly, to make sure driver is in compliance with our company procedures.

Training classes will consist of driving test, training videos, safety training, emergency exit training, handling wheelchairs, properly restraining wheelchairs, child restrain seats, and helping passengers in and out of vehicle.

American Alternative Transportation, LLC Maintenance Policy

1. Each vehicle must be inspected by the driver each day pre-trip and then post-trip. Each driver is responsible for adhering to this policy. Maintenance report forms to be completed, stating any non operational problems. If there are no problems, state so on the report. If driver does not adhere to this policy it is grounds for dismissal.
2. Each vehicle that has wheelchair ramp must be checked everyday and make sure it is in good working order. If there is a problem please report this to the supervisor at once and before transporting anyone.
3. All emergency exits on vehicle must be inspected daily.
4. There will be an annual vehicle inspection report done, which will include an over all inspect preformed by a qualified mechanic; inspecting of brakes, wheelchair ramps, tires, lights, shocks, suspension, frame, fuel tank.
5. Driver responsible for keeping note of when inspection is due, oil changes, tires, and any other repairs needed. Must report this to the supervisor when needed.
6. If or when any mechanical problems occur during drivers shift, must pull over immediately and call supervisor.
7. Each vehicle must be cleaned out by driver after every shift.



May 20, 2013

LaShawn Flynn
American Alternative Transportation, LLC
10203 Rougemont Lane
Charlotte, NC 28277

Letter of SBE Recertification

Vendor #: 22579
Valid Until: 5/20/2016

Ms. Flynn:

Congratulations! Your firm is now re-certified as a Small Business Enterprise (SBE) with the City of Charlotte.

American Alternative Transportation, LLC will be included in the next update of the City's Vendor List. To ensure that your contact information is always current, please notify the Small Business Opportunity Program immediately if any changes occur such as address, telephone number, type of service, ownership and control of your company. Your certification will be effective for three years from the date certified.

This certification is not a guarantee of doing business with the City therefore you must continue to market your business. If you need assistance in your efforts to conduct business with the City, please do not hesitate to contact our office.

As a reminder, the City reserves the right to re-evaluate your certification eligibility from time to time or when the City determines that such re-evaluation is warranted.

Sincerely,

Kimberly Tibbs
Small Business Program Specialist

cc: file



CITY-COUNTY TAX COLLECTOR
P.O. BOX 32728
CHARLOTTE, NC 28232-2728

City of Charlotte and/or Mecklenburg County Privilege License

000632



*****AUTO**3-DIGIT 282 632 T2:7 632 1 AT 0.384
AMERICAN ALTERNATIVE TRANSPORTATION LLC
10203 ROUGEMONT LN
CHARLOTTE NC 28277-2347



***** This is not a bill. *****

Do not reproduce. License is void if not dual color print.

License must be posted in a visible, public area where it can be inspected at all times.

License is not transferable. This includes changing from a sole-proprietorship to a corporation or limited liability company (LLC) and a corporation changing their federal identification number.

N.C.G.S. 105-366(d) (1) (a) requires notification to the Tax Collector 48 hours prior to going out of business, the transfer of or pending sale to another party.

Any changes in the license during the year need to be reported to the Tax Collector within 10 business days after the change occurs. The license must be surrendered to the Tax Collector with payment of a five dollar fee, for each license that requires a change. The license shall be subject to cancellation for failure to comply with this section of the Ordinance.

Any changes in the Beer/Wine license will require submittal of a new ABC permit reflecting the updated information.

0000 001136 (Rev 00 8/12)

Please detach and display the license below.

2013-2014		CITY OF CHARLOTTE AND/OR MECKLENBURG COUNTY PRIVILEGE LICENSE	
SUBJECT TO ORDINANCES IN FORCE OR HEREAFTER ENACTED, TO CONDUCT THE FOLLOWING BUSINESS.			
105	ALL BUSINESS, TRADES, PROFESSIONS	ACCOUNT NUMBER	0167910
		EXPIRES	JUNE 30, 2014
		SPECIALIST	BIZTAX ONLINE
		PAID DATE	SEPTEMBER 02, 2013
LICENSE IS		POST IN A CONSPICUOUS PLACE	
HEREBY	AMERICAN ALTERNATIVE TRANSPORTATION LLC		
GRANTED:	10203 ROUGEMONT LN CHARLOTTE, NC 28277		
BUS. ADD: (IF DIFFERENT)		GS 105-366 (d) (1) (a) requires notification to the Tax Collector 48 hours prior to going out of business, the transfer of or pending sale to another party. DO NOT REPRODUCE, DOCUMENT VOID IF NOT DUAL COLOR PRINT	
 TAX COLLECTOR		NOT TRANSFERABLE	



North Carolina Department of Administration

Pat McCrory, Governor
Bill Daughtridge, Jr., Secretary

Office for Historically Underutilized Businesses
Bridget L. Wall-Lennon, Asst. to the Secretary for
HUB Outreach

March 15, 2013

Lashawn Flynn
American Alternative Transportation, LLC (Woman Owned)
10203 Rougemont Lane
Charlotte, NC 28277

Re: Reinstatement of HUB Certification

Dear Lashawn Flynn:

The Office for Historically Underutilized Businesses (HUB Office) is pleased to inform you that your company has been reinstated as a HUB firm with the Statewide Uniform Certification (SWUC) Program. This reinstatement allows your company to remain certified for the duration of your previous certification approval (please refer to your original certification letter for this date). Until that time, you must keep your information current. You will receive a 60-day and 30-day email reminder notice which will be sent to the email address that you have provided in Vendor Link.

You must notify the HUB Office in writing within 30 days of any changes affecting your HUB Certification status, including changes in ownership, day-to-day management and/or control. Any changes made to your company's business ownership or structure may require the HUB Office to reevaluate your company's eligibility. You may also make changes to your address, telephone number, goods, services and construction codes by updating your profile on Vendor Link.

You may view or make changes to your profile in Vendor Link by going to:

<https://www.ips.state.nc.us/ips/vendor/vndpubmain.asp>

- Select "**Change Vendor Information**" to access the Login Screen
- Enter your **User ID** and **Password** (if you are unable to remember your User ID and Password, Please call 919-807-4502 for assistance)
- Select "**Add/Modify HUB Information**" to provide the necessary information.

Maintaining your status as a certified HUB firm will ensure that you are included in the state's HUB Certification database, which is used by local and state entities for HUB participation and reporting purposes. If you have not done so already, we encourage you to register in the NC E-Procurement/E-Quote system at <https://vendor.ncgov.com/login.jhtml> to increase your company's potential of doing business with state agencies.

Mailing Address:

Office for Historically Underutilized Businesses
Department of Administration
1336 Mail Service Center
Raleigh, NC 27699-1336

Telephone (919) 807-2330
Fax (919) 807-2335
State Courier ##51-01-00

Location:

116 West Jones Street
Administration Building
Suite 4109
Raleigh, NC 27603

BEVERLY EAVES PERDUE
GOVERNOR

State of North Carolina
DEPARTMENT OF TRANSPORTATION
Division of Motor Vehicles
1100 New Bern Avenue, Raleigh, N.C. 27697-0001
(919) 715-7000

EUGENE A. CONTI, JR.
SECRETARY

Exemption Certificate No. EB 2599

AMERICAN ALTERNATIVE TRANSPORTATION LLC

10203 ROUGEMONT LN CHARLOTTE NC 28277-2

Enclosed is your Certificate of Exemption authorizing you to engage in the for-hire transportation of passengers exempt from regulation by the North Carolina Utilities Commission as set forth in North Carolina General Statute 62-260.

For-hire operations other than those set forth in G. S. 62-260 are **unlawful** unless you make application to and obtain from the North Carolina Utilities Commission appropriate common or contract carrier operating authority. In the event you desire such authority, instructions regarding the necessary procedure may be obtained by directing a letter to the North Carolina Utilities Commission, P.O. BOX 2950, RALEIGH, N.C. 27603.

All for-hire motor carriers are required to mark and identify the vehicles they intend to operate. It will be mandatory that your vehicles or trade name, city and state, and the exemption number, as shown above, appear on both sides of your vehicles in letters and figures not less than three (3) inches high.

Any additional vehicles you propose to operate under your Exemption Certificate and desire appropriate license plates therefore, must be registered on form MC-19B and evidence of the required insurance must be on file in this office prior to obtaining such license plates. The Motor Carrier Safety Regulation of the U. S. Department of Transportation have been adopted by the North Carolina Division of Motor Vehicles and must be observed in the performance of the service authorized by this Exemption Certificate.



References

Gaston County Access

Phillip Ponder, County Manager
816 W. Mauney Street
Gastonia, NC 28052
704-866-3101
Email: Phillip.Ponder@gastongov.com

Gaston County Schools

Miles Braswell, Director
945 Osceola Street
Gastonia, NC 28054
704-866-6181
Email: Mbraswell@gaston.k12.nc.us

Abingdon Place of Gastonia

Paula Glover, Director
1680 South New Hope Road
Gastonia, NC 28054
704-864-0801

Ann Gibson

Home: 704-827-9625
Cell: 704-516-2465

Email: lashawn.aat@carolina.rr.com

LETTER OF TRANSMITTAL:

TAXI SERVICES FOR CABARRUS COUNTY TRANSPORTATION SERVICE

MISSION STATEMENT

Our mission at T.J.'s Taxi, Incorporated is to provide the very best service to every passenger and to do so with the utmost regard to each client. We strive for perfection and in doing so, accomplish excellence in quality service and client care. We believe that every client deserves the best transportation experience available by providing clean reliable vehicles and safe, courteous, well-trained drivers. Our goal for the future is to continue to provide safe reliable service for clients in and around Cabarrus County.

ENCLOSED HEREIN ARE

CCTS PROPOSAL

MAINTENANCE RESPONSE FORM (CONTRACTOR INFORMATION SHEET)

REQUIRED CERTIFICATES OF INSURANCE

NCDOT RS-2

NCDOT APPROVAL OF SBE CERTIFICATION

NC UCP APPROVAL OF ANNUAL RENEWAL OF CERTIFICATION

AMBULATORY TRANSPORT WITHIN AND OUTSIDE CABARRUS COUNTY
BY ZONE



Request for Proposal

Taxi Services

Interested Vendors should submit their proposals by **3:30 PM**, on **Wednesday, April 9, 2014** to the following address:

Sherri Barnhardt, CLGPO, CPPB
Cabarrus County Government Center
Finance Department
65 Church Street, SE
Concord, NC 28025

Or;

Sherri Barnhardt, CLGPO, CPPB
Cabarrus County Government Center
Finance Department
PO Box 707
Concord, NC 28026-0707

The proposal opening will be held in this location:

Cabarrus County Government Center
Board of Commissioners Meeting Room (2nd Floor)
65 Church Street, SE
Concord, NC 28025

Any late proposals will be returned unopened. Vendors should submit sealed proposals clearly marked with ***“Taxi Services for Cabarrus County Transportation Service.”***

Introduction

Cabarrus County Transportation Service (CCTS) provides door to door transportation for ambulatory, non-ambulatory, wheel-chair and Geri-chair clients to more than 3,000 Cabarrus County residents. Our services enable all individuals the opportunity to access necessary medical care and other resources that improve and enhance their independence.

Our scope of services anticipates using vendor services on an as needed basis to transport residents in the following scenarios including but not limited to:

- Non-ambulatory residents within Cabarrus County
- Non-ambulatory residents outside Cabarrus County
- Ambulatory within Cabarrus County
- Ambulatory outside of Cabarrus County
- Exceptional ambulatory or non-ambulatory transportation to the following counties:
 - Iredell
 - Rowan
 - Davidson
 - Forsyth
 - Union
 - Davie
 - Stanly
 - Orange
 - Durham

- The service area is Cabarrus County with 95% of the trips being within the county and five percent of the trips extending beyond the boundaries of Cabarrus County. Common out-of-County destinations include trips to Charlotte, Winston-Salem, Salisbury, Durham, Chapel Hill, and Asheville.

CCTS is interested in outsourcing its services to a vendor that will allow us to ensure the most reasonable cost to the taxpayers of Cabarrus County.

The approved vendors will:

- Work closely and cooperatively to improve service quality, maximize efficiency, and meet the System's goals of expanding transportation options within the County.

- Assist CCTS in overall System planning efforts including developing operational planning requirements and promoting new services; exploring alternative funding and contracting methods; budgeting capital expenditures; and public outreach efforts.
- Be set up with the North Carolina Public Transportation Division as an approved vendor service.

These activities are part of CCTS' ongoing expansion program focused on identifying the needs of Cabarrus County residents so that an appropriate response to those needs can be developed.

CCTS is seeking to identify and select an outside independent organization to perform the activities listed above. The remainder of this document provides additional information that will allow a service provider to understand the scope of the effort and develop a proposal in the format desired by CCTS.

CCTS will conduct technical evaluations of proposals received, hold vendor site visits and/or interviews, conduct negotiations with one or more vendors, with the goal of promoting fairness and competition.

A selection committee will evaluate and determine which proposals are responsive and will rank them according to the evaluation criteria.

CCTS reserves the right to have multiple vendors. CCTS will use multiple vendors based on the best fit and price for the need once evaluated. CCTS reserves the right to reject any or all proposals.

The following criteria will be used to evaluate the proposals:

<u>Criteria</u>	<u>Weight</u>
• Proposal Response- how well the issues are addressed	25%
• Qualifications and Experience	25%
• References	25%
• Costs	25%

Definitions

For purposes of this Agreement, the underlined terms below shall have the following meanings:

- **Accident**- refers to any incident involving the passenger or the Contractor's vehicle while the vehicle is occupied by a passenger of CCTS, which results in property damage to the vehicle or other vehicles or property, and/or which results in or has the potential to result in personal injury to the passenger.

- **Blood Borne Pathogen**- refers primarily to human bodily fluids, including but not limited to saliva, vomit, urine, and feces.
- **Attendant**- is defined as an individual who is authorized to ride with and provide assistance to a CCTS passenger.
- **Inbound Trip**- refers to the trip from the passengers authorized pick up location to his appointment destination and is authorized for one-way travel between two points.
- **Outbound Trip**- refers to the return trip from the passenger's appointment destination to home or return destination and is authorized for one-way travel between two points.
- **Out-of-County**- refers to locations outside of Cabarrus County.
- **Passenger**- is defined as an individual who has completed the enrollment process with CCTS and has been approved and authorized to receive transportation services. This individual may also be referred to as the client.
- **Private Pay**- refers to those unauthorized individuals whose trip will not be paid by CCTS. This shall include friends and family members of drivers, fare payers, and individuals authorized for service by other governmental entities (including the Board of Education), and County departments, but excluding designated escorts.
- **Trip Number**- is the specified number used to identify the transportation request for a passenger.
- **Ride Time**- refers to the period between the times that the passenger boards or enters the vehicle and the time that the passenger reaches their destination.
- **Standing Trip**- is defined as daily, weekly, or monthly. Standing trips may be assigned to one Contractor for an extended period of time and rotation may be used for this type of trip.
- **No-show**- is defined as no passenger transported from a destination. If the contractor picks up passengers from one location, and all passengers on the manifest are not located, the Contractor cannot charge a no-show for the missed passengers. If a passenger is transported from a destination the no-show rate does not apply.

Responsibilities of CCTS

CCTS will receive all advance reservations. An advance reservation is one which is received by 1:00 pm on the day before the requested trip date. Advance reservations list of the next day's trips will be transmitted to the Contractor by electronic mail by 5:00 pm the evening before. The contractor is responsible for providing the equipment that can accept CCTS's electronic email listing.

T.J.'s Taxi

Teresa McCall, Owner
901 Woodlawn Street
Kannapolis, NC 28081
704-938-5440 704-933-8071 Fax

Contract Price

- Non-Ambulatory (Wheelchair) transport within Cabarrus County Bid price \$36.50 per Trip.
- Non-Ambulatory transport outside Cabarrus County Bid price: \$36.50 plus \$2.00 per Mile.
- Ambulatory within Cabarrus County Bid price: \$1.50 per Mile.
- Ambulatory outside Cabarrus County Bid price: \$1.50 per Mile.
- Ambulatory transport within and outside Cabarrus County based on the following zones:
 - Concord - \$ 9.00 – \$11.00
 - Harrisburg - \$ 20.00
 - Midland - \$ 20.00 - \$25.00
 - Mt. Pleasant - \$ 20.00
 - Out of Cabarrus County - \$ 1.50 per Mile
- Any cancellation requested fewer than two hours prior to pick up may be subject to the no-show rate of \$1.50 for any mileage accrued in the attempt.

Payment will be made to:

- Company Name – TJ's Taxi, Inc.
- Contact Name – Teresa McCall
- Address – 901 Woodlawn Street
- City, State, Zip - Kannapolis, NC 28083

CCTS will call in all same day trip requests. A same day trip request is one that is received on the day of the requested trip. The Contractor will accept same-day orders only for trips authorized by CCTS. The Contractor is responsible for maintaining a telephone line to receive requests for this service.

CCTS reserves the right to add or delete service areas during the term of the contract in the form of a change order.

CCTS will select the mode of transportation by type of vehicle needed and the ability of the Contractor to provide the service.

CCTS will provide the Contractor with the names and addresses of the individuals to be transported, their appointment times, their pickup locations and their destinations.

CCTS will be responsible for paying the Contractor within thirty days upon receipt of the invoice for authorized, eligible, and approved services provided under this Agreement. Consistent with fiscal year end funding, the contractor must ensure that all invoice activities are complete and accurate through the last day of June of the current fiscal year. Payment by the County for services rendered by the Contractor hereunder shall be subject to and dependent upon sufficient funds being appropriated by Federal, State, and Local entities during each of the County's fiscal years throughout the term of this Agreement.

In the event such funding does not occur, or if any funding is at a level that the County determines in its best interest to modify, reduce or discontinue current services, such services shall be modified, reduced, or discontinued at the discretion of the County as of the effective date of the proposed action and the County shall be relieved of all obligations.

The County shall notify the Contractor of any plan to modify, reduce, or discontinue service in writing not less than 30 days prior to the proposed action. As such agreement changes become necessary; the county will make reasonable effort to negotiate adjustments with each contractor. However, the county reserves the right and has full authority to issue unilateral changes which would become effective 30 calendar days upon written notification having been provided to the contractor.

Contract Price

- Please check all available and list the bid price for the following services:
- Non-Ambulatory (Wheelchair) transport within Cabarrus County Bid price \$ 36.50 per Trip.

- Non-Ambulatory transport outside Cabarrus County Bid price: \$ 36.50 per load + \$2.00/mile
- Ambulatory within Cabarrus County Bid price: \$ 1.50 per mile.
- Ambulatory outside Cabarrus County Bid price: \$ 1.50 per mile.
- Ambulatory transport within and outside Cabarrus County based on the following zones:
 - Concord - \$ 9.00 to 11.00
 - Harrisburg - \$ 20.00
 - Midland - \$ 25.00
 - Mt. Pleasant - \$ 20.00
 - Out of Cabarrus County - \$ See Attachment

CCTS requires transportation requests to be cancelled at least two hours prior to pick up. Any cancellation requested fewer than two hours prior to pick up may be subject to the no-show rate of \$ 1.50 for any mileage accrued in the attempt.

It is the intent of the proposed contract to allow for contract price changes only when the unleaded gasoline price changes in 30 cents increments from the base price. The base price will be established as the average price of unleaded gasoline listed on the North Carolina Department of Administration's Division of Purchase and Contract's Term Contract for Gasoline (Transport) website (<http://www.doa.state.nc.us/PandC/40515s1.htm>).

For each increase or decrease of 30 cents in gasoline from the established base price, the contract price may increase or decrease by up to 15 cents. The effective date of any contract price change will be the first day of the following month when the website listed above reflects an incremental change from the established base price. Per trip baselines will be adjusted per cumulative trip miles.

Independent Price Determination: The Respondent certifies by submission of a response to this RFP that it has not colluded, conspired, connived, or agreed, directly or indirectly, with a Proposer or person to refrain from proposing, and further that it has not in any manner, directly or indirectly, sought by agreement, collusion, communication or conference, with that of any person, to fix the proposal amount herein or that of any other Respondent, or to fix the agreement amount herein or cost element of said agreement amount, or that of any other Proposer, or to secure any advantage against Cabarrus County or any other Proposer, or to secure and advantage against Cabarrus County or any person interested in the proposed contract.

Payment to Contractor

Payment will only be provided for properly authorized and approved trips. CCTS will not be responsible for payment for trips requested by the customer or any other agency representing the customer. Agencies currently eligible to participate in the coordinated system include:

- Department of Social Services
- Department of Aging
- Cabarrus Health Alliance
- Dialysis Centers (as a client of DSS and DOA)
- Work First (as a client of DSS)
- Elderly and Handicapped (EH).

The Contractor will not invoice CCTS for any charges beyond that specified above, except mutually accepted in subsequent amendments to this Agreement.

Payment will be made to:

- Company Name: TJ'S TAXI INCORPORATED
- Contact Name: TERESA JO MCCALL
- Address: 8254 SMITH RD
- City, State, Zip: HANNAPOLIS, NC, 28081

Any overpayment or adjustment required as a result of any audit shall be made against subsequent Contractor invoices. CCTS may also withhold payment for services it believes were improper, which failed to meet service specifications, or which are otherwise questionable.

Cabarrus County shall be billed on a per vehicle per mile trip basis, or on a per trip rate or on a per hour per mile cost combination, depending on the baseline chosen in the contract. Mileage is subject to audit to ensure most economical travel path. Contractor will assign passengers to rides at the lowest cost or mode of transportation. Nothing in this Agreement shall be construed to mean the Contractor is obligated to assign trips solely on the basis of cost.

Vehicle mileage begins as soon as the vehicle is en route to provide the requested transportation. Mileage ends when the vehicle has either been dispatched to another agency trip or returned to the base or central location.

User Procedure Requirements

Vehicle and Driver Requirements

- Service is to be operated using vehicles provided by the Contractor. All Contractor vehicles shall have a vehicle decal permanently affixed to the outside of the vehicle for identification purposes.
- The vehicles must be properly licensed and maintained through a system of regular inspections to ensure proper operating condition.
- The vehicles shall be maintained in a safe and sanitary condition at all times while performing services under the agreement. Vehicles shall be operated in accordance with applicable Federal, State of NC, and local laws. Due regard for safety, comfort, and convenience of passengers and for the safe and careful transportation of property and for the safety of the general public must be maintained at all times while in service under Contract. This will include, but not be limited to availability of proper equipment, vehicle accessibility, proper maintenance of interior heating and cooling systems, use of seat belts and the use of secure equipment.
- Vehicles must comply with the requirements of the Americans with Disabilities Act which requires that transportation service be accessible and useable by persons with disabilities and be equipped with proper security equipment for wheelchair occupants.
- At minimum the following components shall be installed to ensure safe transport:
 - Tie-down systems
 - Occupant Restraint Systems and Track
 - Floor Plates or Anchoring Hardware
 - Proper wheelchair accessibility equipment including emergency operations
- All vehicles used by the Contractor or the Contractor's drivers to transport passengers for the County shall be clean, sanitary, and in safe operating condition. The Contractor shall implement procedures in accordance with Federal regulations for dealing with communicable diseases and disposing of materials considered blood borne pathogens.
- Providers must assure the safety and comfort of the clients by proper maintenance and equipping of their vehicles. This includes but is not limited to:
 - Interior cleanliness of vehicles
 - Smoke free environment within the vehicles
 - UL approved fire extinguisher
 - Roadside reflective devices
 - Working flashlight

- Chains or other traction devices (when appropriate)
- Disposable gloves
- First Aid Kit

Driver Suitability Requirements

Drivers must be sufficiently proficient in English to be able to communicate with passengers and to prepare required reports and logs.

Pursuant to the Immigration Reform and Control Act of 1986, all employers are required to verify when a person is hired that he or she is either a United States citizen or is otherwise authorized to be employed in this country. The term employee includes full-time, part-time, and temporary workers. In response to this concern, the county requires the contractor to certify that no illegal aliens will be hired while performing services for CCTS. This information must be reviewed before any assignments are assigned.

Driver should have experience in driving multi passenger vehicles and a good basic knowledge of the service area and are provided with detailed maps of the service area.

The drivers of the vehicles for this service shall hold a current Class "C" license, issued by State of North Carolina. If the service is also being operated as a taxi service, the drivers must hold a current taxicab drivers license and shall meet all the requirements of Cabarrus County and/or any local ordinances of surrounding cities or towns.

Contractor will obtain Criminal Records Information (CORI) check and statement as to any moving violations as defined by the Registry of Motor Vehicles for all drivers. Drivers must also meet the following minimum criteria to transport CCTS clients:

- No more than two moving violations for each year of the last seven years prior to application of this program.
- No moving violations within the last 12 months.
- If license have ever been suspended, applicant must have five full subsequent years with no violations.
- If license has ever been revoked, must have ten subsequent years with no violations.
- Under no condition will an applicant be accepted as a driver for this program if he/she has been convicted of a felony and/or has been convicted of a drug or alcohol offense.

Contractor will obtain Sex Offenders Record Information (SORI) check for all drivers under which any recorded violation will render a driver ineligible for transporting Cabarrus County clients.

All drivers must receive the following initial training through programs approved by Cabarrus County and show proof of successful completion.

- Behind the wheel, defensive driving training (minimum of 20 hours) this includes classroom instruction.
- Sensitivity training- minimum of eight hours classroom and four hours "hands on" (including passenger assistance and tie down training) as well as handling conflict and modifying passenger behavior with a minimum of 16 hours of classroom instruction.
- First aid and CPR training.
- Geographic familiarity as required.

All costs associated with employee training will be the responsibility of the Contractor. The Contractor is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver. Cabarrus County requires that drivers receive at least 100% of their defensive driver training and the "hands on" portion training must be completed no more than 30 days after any given driver begins providing service. Refresher, documented training is required for all drivers on a yearly basis. More frequent re- training may be required, as necessary. All drivers must have a yearly DOT physical and random drug/alcohol-screening testing must be in effect.

Drug and Alcohol Testing Program

Drug-Free Workplace Act

The Drug-Free Workplace Act of 1988, as well as Section 44-107-30, S.C. Code of Laws (1976), as amended, requires all grantees receiving grants from any state agency to certify they will maintain a drug-free workplace.

"Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," as implemented by 49 CFR Part 655 (August 2001), as amended, and to be read in conjunction with 49 CFR Part 40, requires all sub recipients receiving Federal Transit Administration funds under Capital Grant, Urbanized Area Formula Grant, or Non-Urbanized Area Formula Grant Programs to have a drug and alcohol testing program in place for all safety sensitive employees.

Failure to comply with the drug and alcohol rules will result in jeopardizing federal funding from FTA. In addition, an FTA grant recipient is subject to criminal sanctions and fines for false statements or misrepresentation under Section 1001 of Title 18 of the U.S. Code.

To ensure compliance with FTA Drug and Alcohol Testing Program requirements public transportation providers and their sub recipients must:

- Establish an anti-drug use and alcohol misuse program as outlined in 49 CFR Section 655.11-12.
- Establish an education and training program for all covered employees as outlined in 49 CFR Section 655.14.
- Establish and provide written notice to every covered employee, of the employer's anti-drug and alcohol misuse program policy, in accordance with 49 CFR Section 655.15-17.
- Establish a program that provides testing for prohibited drugs as outlined in 49 CFR Section 655.21.
- Establish a program that provides testing for alcohol as outlined in 49 CFR Section 655.31-35, and in conjunction with 49 CFR Part 40 and in conjunction with 49 CFR Part 40.
- Explain the confidentiality and Release of Information as outlined in Subpart P of 49 CFR Part 40.
- Maintain in a secure location, with controlled access, all records of its anti-drug and alcohol misuse program as detailed in 49 CFR Section 655.71, and in accordance with records disclosure instructions provided in 49 CFR Section 655.73.

To ensure NCDOT sub recipient compliance with FTA mandated Drug and Alcohol Testing Program and the Drug-Free Workplace requirements, the NCDOT:

- Periodically reviews each transit agency's Drug and Alcohol Program Policy for compliance.
- Conduct on-site visits to review all aspects of each transit agency's Drug and Alcohol Program that cannot be accomplished via desktop audit, such as compliance program management requirements, records maintenance and storage review, ensuring that all applicable Drug and Alcohol Program regulations are readily available, reviewing documentation of employee training, collector compliance with regulations, and reviewing any other program compliance requirements.

Dispatchers

Dispatchers must be knowledgeable in all aspects of service operations. Dispatchers must be adequately trained in customer service and have a basic knowledge of the service area to serve the volume of incoming requests for service in a timely manner.

Insurance Requirements

- The Contractor will purchase and maintain with an insurance company authorized to do business in the State of North Carolina during the life of this Agreement.
- The Contractor will provide Bodily Injury, Property Damage, Comprehensive and Collision Insurance for vehicles used to provide services under this Contract to the following minimal limits:
 - Commercial General Liability including Bodily Injury, Personal Injury and Advertising Injury:
 - \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
 - Worker's Compensation and Employee Liability Statutory Limits.
 - \$500,000 per accident by accident or \$500,000 policy limit by disease.
 - \$500,000 per employee by disease.
 - Automobile Liability: \$1,500,000 combined single limits or \$1,000,000 with an umbrella policy of \$1,000,000 per occurrence.
 - Collision and Comprehensive: On all vehicles used for purposes of this contract.
 - Uninsured/Underinsured Motorist \$1,000,000.
 - Umbrella policy of \$1,000,000

Deductibles and Self-Insured retainers, if any, shall be identified in the Proposal. Proposer shall also identify its insurance agent(s) and underwriting company(s).

Certificates of such insurance must indicate the type, the amount, the class of operations covered, the effective date and the expiration date for all policies. It shall be furnished to Cabarrus County and shall not be canceled or materially altered except after 30 days written notice has been received by Cabarrus County, and mutually agreed upon. The Contractor must cease work if any of the required insurance is canceled or expires.

Cabarrus County shall be endorsed and named as an additional insured. Contractors insurance shall be primary and noncontributory. All certificates shall reflect the endorsement and be delivered directly from the insurance agent or insurer either by email, fax or mail.

The Contractor further agrees to indemnify and hold harmless the County, its elected officials, agents, employees, and assigns from and against any all claims, damages losses, cost damage, expenses including without limitation, court costs and attorney fee(s) and liability caused by an accident or other

occurrence resulting in personal injury, bodily injury, including death, sickness, and disease to any person; or damage or destruction to property, real or personal arising directly or indirectly from operations, products or services rendered or purchased under this contract.

It is specifically understood that the Contractor will not transport any person until Contractor has obtained all information necessary for billing purposes including name, address, and phone number for the person to be transported. In the event the Contractor fails to obtain necessary billing information, the county shall not be responsible for paying The Contractor's invoice with respect to such transport.

Maintenance Requirements

- The contractor shall ensure that a Vehicle Maintenance Manager is responsible for the development and execution of a comprehensive base wide vehicle maintenance program
- The Maintenance Manager shall be experienced ten years or greater in the automotive work field and able to determine/resolve technical matters/problems involved in the repair and maintenance of vehicles and equipment.
- The overall goal of the program should be to identify and correct any problems that may exist before they are identified by or reported to CCTS and/or the vehicle maintenance staff.
- The contractor shall provide repair and replacement of vehicle and equipment tires in accordance with CCTS SSSP (State Systems Safety Plan) directives and manuals.
- The contractor shall maintain all vehicles to the standards required by the CCTS SSSP mandatory directives and manuals.
- Unless otherwise specified herein, the contractor shall provide all supplies, personnel, equipment, tools, materials, supervision, and other items or services necessary to perform the management and operation of motor vehicle maintenance functions as defined.

Reporting Requirements

- On the first working day of each week, CCTS shall receive an activity report, no later than 11:00 am, including the following information for the previous week.
- For each day of the week, a record of each trip provided including:
 - Date
 - Trip#

- Trip Request Time
 - Client Name
 - Passenger clarifications (elderly, disabled, etc.)
 - Pickup location
 - Drop off location
 - Pickup time
 - Drop off time
 - Trip mileage
 - Pay rate
 - Amount billed
 - Wait time charges detailed
 - Pre-trip and Post-trip inspections sheets for each vehicle performed daily
- No-shows reported and DSS19 slips collected for the previous week
 - The trip sheets are to be kept by the Contractor for five years after the day of service and shall be available to CCTS for inspection upon request.
 - Any and all accidents and/or incidents while transporting CCTS authorized passengers shall be reported to CCTS immediately and the written report submitted within 24 hours of the accident and/or incident.
 - The Contractor will be responsible for properly maintaining separate records and summaries for this service as deemed necessary. The name and description of the hardware or software used to obtain the records and create reports should be submitted.
 - The following are types of information, which CCTS could require the Contractor to keep.
 - Daily Trip by Trip Records-
 - Trip origin and destination address
 - Clock time, vehicle odometer reading, and on-board passenger count at time of passenger pickup and drop off
 - Daily, Weekly, and Monthly Reports -
 - By Agency:
 - Passenger count by agency

- Hours of service per agency
- Miles of service per agency
- Daily, Weekly, and Monthly Management Report-
 - Sum number of unduplicated passengers served, one-way trips, hours available for service, vehicle hours and miles, accidents per mile, complaints per mile, etc.

Contractor shall be expected to perform their regular contracted services 24 hours a day, seven days a week. 48 hours' notice will be given for weekend trips and those trips falling outside normal business hours.

The Contractor shall be excused from performance hereunder during the time and to the extent that he/she is prevented from performing by acts of God, strike, and or confiscation of vehicles, materials, products, plants, or facilities. The County reserves the right to assign the areas covered by this Agreement to another contractor either in whole or in part, whenever the Contractor is unable to perform.

The Contractor shall transport approved, properly authorized individuals to a specified destination upon request, on time, and in accordance with arrangements made by CCTS.

Clients shall be provided door to door transport on routes between designated pick-up locations and assigned facilities. Transportation will be provided for ambulatory, non- ambulatory and wheelchair; Geri-chair residents, based on assessed need.

The Contractor shall also provide transport for approved attendants to ride with and assist authorized passengers. One attendant per individual may accompany the authorized passenger free of charge. Attendants shall include but not be limited to parents, spouses, other family members, or care givers. Caregivers may include friends, neighbors, acquaintances, paraprofessionals or professional care providers. The contractor will not supply attendants. Rider certified as requiring an attendant will be transported only when accompanied by an aide.

The Contractor's drivers are required to ensure that each passenger properly utilizes his/her seat belt when riding in the Contractor's vehicle and for ensuring compliance with federal safety laws for seatbelts and child safety seats. Child Safety provisions states no child under the age of fourteen be

transported without an adult attendant. The number of passengers in a vehicle shall not exceed the number of seatbelts in the vehicle.

The Contractor is required to use the highest degree of care in the operation of equipment and in the provision of assistance to passengers. This care includes providing assistance up and/or down steps and into buildings, and providing assistance into and out of the Contractor's vehicle.

The Contractor's drivers shall not be required to provide assistance beyond the doorway to the passenger's dwelling or destination except as may be necessary at medical facilities to get the passenger to the proper location, (i.e. a wheelchair bound passenger, a vision impaired, etc.). Contractor drivers are required to provide assistance in pushing wheelchairs to and from the building entrance. Drivers are not permitted to take wheelchair passengers up or down more than one step, up or down snow-covered ramps, or sidewalks. For wheelchairs weighing less than 50 pounds and a sedan type vehicle are used to transport the passenger, the driver is required to stow the wheelchair in the trunk.

Such labor, vehicles, materials, supplies, and required equipment shall be of acceptable quality to the County and services rendered shall comply with the following Performance Standards. Failure to comply shall be deemed an event of default and shall result in immediate termination of the Agreement. CCTS and the Contractor will review the performance standards annually.

Services shall be provided on such days and at such times as specified by CCTS, to and from locations and for such persons as are specified and authorized by CCTS.

The requests for service will be faxed or emailed to CCTS contractor by the Cabarrus County Mobility Management at least by 2:00 pm prior to the date of service. After requests are entered into the computer, they are coordinated and scheduled by the dispatcher/supervisor. The end result is a computerized daily schedule for each driver.

A master schedule containing all trips for the drivers is printed and continuously monitored from the dispatch office to ensure that trips are completed timely.

Passengers shall arrive at their destinations no later than their actual appointment time and shall be picked up for the return trip within 60 minutes of the call requesting the return trip. CCTS policy states

drivers are allotted a five minute maximum wait time after arriving at a passenger's home or a desired location before the driver must leave and the passenger is required to call in for their return trip.

The maximum one-way ride time for any passenger shall not exceed 30 minutes from the time the passenger boards or enters the vehicle except as may be required due to distance for out-of-county trips.

The contractor is encouraged to consolidate unrelated passenger trips into one vehicle. The contractor should attempt to consolidate trips whenever origins, destinations, and scheduled pick-up times are such that reasonable service quality can be maintained. A trip is defined as one or more people with the same origin and destination. If two people have different origins, but the same destinations, it is considered two trips.

Performance Monitoring

Monitoring is the process CCTS will use to oversee and check the Contractor's performance to be sure that it meets the performance standards. CCTS reserves the right to use any or all of the below monitoring techniques:

- Financial audits
- Customer surveys
- U.S. DOT National Transit Database Reports
- Monthly Management Performance Reports
- Random Phone Calls
- Unannounced visits
- Undercover rides
- Vehicle/Maintenance Record

Oversight

The Contractor will assign a Project Manager who will oversee the operation of the service with regard to performance of work under this Agreement, and ensure that the Contractor performs satisfactorily as accepted by CCTS,

CCTS Director or their designee shall have the authority to administer or terminate the agreement, executive change orders, and make related determinations and findings.

CCTS Director or their designee is responsible for ensuring the Contractor's compliance with the Terms and Conditions of the Agreement and safeguarding the best interest of the County.

The Transportation Planner or his designee at CCTS shall be responsible to authorize service delivery for all routes and schedules. The schedules will comply with the Contractor's hours of operation within the CCTS hours of operations parameters.

Cabarrus County holds Transportation Advisory Board (TAB) meetings on a monthly basis and may include discussion of service problems and proposed solutions. Open and frequent communications should be maintained. Additional meetings may be required. The Project Manager may be required to attend meetings.

The Contractor shall assist the County in overall system planning efforts. These efforts shall include assisting the County with all audits and operational planning requirements pertaining to the system; developing and promoting new services; exploring alternative funding and contracting methods; budgeting and capital areas; and public outreach efforts.

Complaint Procedures

Cabarrus County is committed to ensuring that quality service is provided to its passengers. Service providers are expected to perform all required services in a manner which complies with the program of performance standards of this agreement.

Complaints regarding service performed by the Contractor received by CCTS will be promptly transmitted in writing to the Contractor. The Contractor shall investigate all complaints received by CCTS or directly by the Contractor, and report findings and action taken to CCTS within 48 hours following receipt of complaints.

Breaches and Dispute Resolution

Disputes arising which are not resolved by agreement of the parties shall be decided in writing by the Transportation Director of CCTS or authorized representative working in conjunction with the County Attorney.

Unless otherwise directed by the Director, the Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

The duties and obligations of this Agreement and the rights and remedies available hereunder are in addition to and not a limitation of any duties, obligations, rights and remedies of the law. No action or failure to act by CCTS or The Contractor is not a waiver of any right or duty of this Agreement, nor is it an approval of any breach hereunder unless specifically agreed in writing.

Agreement Terms

The Contractor will provide transportation in the manner set above and elsewhere in this Agreement for the duration of three years after which remains eligible for a two year extension. A six month probationary period will follow the commencement date.

Subject to the provisions for early termination as specified below, the term of this Agreement shall commence and end as stated above unless either party, in good faith, delivers notice of termination in writing to the other party at least 30 days prior to the effective date of the proposed action unless necessitated by a breach of the terms and conditions of this agreement by the Contractor. The agreement must be reviewed each year.

Execution of this Agreement does not warrant or guarantee a minimum or maximum amount of service to CCTS. Coordinated decisions are not defined by cost options only. It is understood, analysis of cost and the quality of service are considered in this process of coordination. CCTS reserves the right to waive and/or negotiate any or all elements of the agreement.

Termination

Failure to comply with any of these provisions may be considered a breach of the Contract and may result in immediate termination. All services performed by the Contractor will cease as of the date and

time indicated in the written correspondence from Cabarrus County working in conjunction with the County Attorney.

In the event of any termination, the County shall pay the agreed rate only for services delivered up to the date of termination and the County has no obligation to pay franchisee for services rendered or to be rendered after the effective date of termination, of any kind, after the date of termination.

Contractor shall deliver all vehicle records, equipment and material to the County within ten days of the effective date of termination. This requirement specifically includes electronic files pertaining to the System's passenger, routes, billing history, and eligibility status- as such data is recognized by the parties hereto as always remaining county property. Contractor shall promptly pay CCTS as of the date of termination for any sums owed CCTS pursuant to the terms of this agreement

Form of Proposal and Acknowledgement of Addenda

I, Teresa McCall, understand that CCTS reserves the right to reject this proposal, but that this proposal shall remain open and shall not be withdrawn for a period of 60 days from the date of its submission. Prices submitted in response to the RFP will be valid for a minimum of 180 days from the date of proposal submission.

The price quoted in any proposal shall include labor, materials, tools, equipment, and other cost necessary to fully complete the design, manufacture, delivery, and implementation of the system pursuant to the negotiated specifications.

Name of Company: TJ's Taxi, Inc.

Business Address: 901 Woodlawn Street

Kannapolis, NC 28083

Name and Title of Authorized Official: Teresa McCall, President

Signature: *Teresa McCall*

Date: April 8, 2014

Telephone Number: (704) 932-5440

Fax Number: (704) 933-8071

Acknowledgement of Addenda Received:

Addendum Number and Date Received: N/A

Addendum Number and Date Received: N/A

Addendum Number and Date Received: N/A

If no addenda were received, write "N/A" in each "Addendum Number and Date Received left blank.

Failure to acknowledge receipt of all addenda may cause the proposal to be considered nonresponsive to the solicitation. Acknowledged receipt of each addendum must be clearly established.

Please attach a copy of each addendum received to this page, Section D.

Section A

Letter of Transmittal

Section B

Maintenance Response Form {Contractor Information Sheet}

Section C

Certificates of Insurance or information regarding number of employees and workman's compensation coverage requirements

Section D

Form of Proposal and Acknowledgement of Addenda

I, TERESA JO McCALL, understand that CCTS reserves the right to reject this proposal, but that this proposal shall remain open and shall not be withdrawn for a period of 60 days from the date of its submission. Prices submitted in response to the RFP will be valid for a minimum of 180 days from the date of proposal submission.

The price quoted in any proposal shall include labor, materials, tools, equipment, and other cost necessary to fully complete the design, manufacture, delivery, and implementation of the system pursuant to the negotiated specifications.

Name of Company: TJ'S TAXI INCORPORATED

Business Address: 8254 SMITH Rd, KANNAPOLIS
NC, 28081

Name and Title of Authorized Official: TERESA JO McCALL, PRESIDENT

Signature: Teresa Jo McCall

Date: April, 8th 2014

Telephone Number: (704) 938-5440

Fax Number: (704) 933-8071

Acknowledgement of Addenda Received:

Addendum Number and Date Received: N/A
Addendum Number and Date Received: N/A
Addendum Number and Date Received: N/A

If no addenda were received, write "N/A" in each "Addendum Number and Date Received" left blank.
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Please attach a copy of each addendum received to this page, Section D.

Section E: Required Appendices Submissions

Appendix A - Certification of Compliance with Requirements for the Participation of Disadvantaged Business Enterprises (DBEs) - RS-2 Form

Appendix B - Certification of Primary Participants Regarding Debarment, Suspension, and Other Responsibility Matters

Appendix C - Certification of Restrictions on Lobbying

Appendix D - Certificate of Compliance with Buy America Requirements (only submit one, either Appendix D or E)

Appendix E - Certificate of Non-Compliance with Buy America Requirements (only submit one, either Appendix E or D)

Appendix F - Federal and State Requirements and Special Conditions for Operations and Management Contracts

**FEDERAL AND STATE REQUIREMENTS
AND SPECIAL CONDITIONS**
for
OPERATIONS and MANAGEMENT CONTRACTS

1. General

The work performed under this contract will be financed, in part, by grants provided under programs of the Federal Transit Administration. Citations to federal law, regulation, and guidance references include, but are not limited to, the Master Agreement FTA MA (19), dated October 1, 2012; FTA Circular 4220.1F, dated November 1, 2008; "Best Practices Procurement Manual", updated March 13, 1999 with revisions through October 2005; 49 CFR Part 18 (State and Local Governments) and 49 CFR Part 19 (Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations) and any subsequent amendments or revisions thereto.

THE FOLLOWING MAY BE USED SYNONYMOUSLY:

"BIDDER" AND "CONTRACTOR"

"PURCHASER", "PROCURING AGENCY" AND "OWNER"

2. Federal Changes

Contractor shall at all times comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

FTA's new authorizing legislation, MAP-21 made significant changes to FTA's public transportation programs.

(1) MAP-21 requirements apply to:

- a. New grants and cooperative agreements for which FTA awarded funds made available or appropriated to carry out MAP-21 programs, and
- b. Amendments to existing cooperative agreements for which FTA awarded funds made available or appropriated to carry out MAP-21 programs,

(2) Fiscal Year 2012 and previous fiscal year funding requirements apply as follows:

- a. In some instances, as determined by FTA, previous program requirements apply or will apply to grants and cooperative agreements for which FTA awarded Fiscal Year 2012 or a previous fiscal year funds, but
- b. In other instances, as determined by FTA, MAP-21 program requirements (including MAP-21 "cross-cutting requirements" identified in section 43 of this Master Agreement) apply or will apply to grants and cooperative agreements for which FTA awarded Fiscal Year 2012 or a previous fiscal year funds.

3. Notification of Federal Participation

To the extent required by Federal law, the State of North Carolina agrees that, in administering any Federal assistance Program or Project supported by the underlying Grant Agreement or Cooperative Agreement, any request for proposals, solicitation, grant application, form, notification, press release, or other publication involving the distribution of FTA assistance for the Program or the Project that it will identify the FTA grant source by listing the Catalog of Federal Domestic Assistance Number of the program. The following FTA grant programs will

be eligible to participate in this bid, 20.505, 20.507, 20.500, 20.513, 20.509, 20.516, 20.519, 20.521, 20.525, and 20.526. Federal funding assistance up to eighty (80%) percent may be provided.

4. Definitions

Third Party Agreement, in accordance with the Master Agreement unless FTA determines otherwise in writing, includes all of the following agreements, such as:

- (1) Third party contracts,
- (2) Leases,
- (3) Third party subcontracts; and
- (4) Other similar arrangements or agreements.

Third Party Participant, in accordance with the Master Agreement unless FTA determines otherwise in writing, includes all of the following participants, such as:

- (1) Third party contractors,
- (2) Lessees,
- (3) Third party subcontractors, and
- (4) Other participants in the Project

5. Conflict of Interest

No employee, officer, board member, or agent of the Owner shall participate in the selection, award, or administration of a contract supported by Federal Transit Administration (FTA) funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, board member, or agent, any member of his or her immediate family, his or her partner, or an organization that employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award.

6. Lobbying

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

The requisite "Lobbying Certification" is included as ATTACHMENT A (attach Standard Form-LLL if necessary) and must be executed for contracts of \$100,000 or more and prior to the award of the contract.

7. Civil Rights

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(a) The third party contractor and all lower tiers shall comply with all provisions of FTA Circular 4701.1A, "Title VI and Title VI Dependent Guidelines for Federal Transit Administration recipients", May 13, 2007.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the Contractor agrees to comply and assures the compliance of each subcontractor at any tier of the Project, with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000(e) note, and also with any Federal laws, regulations, and directives affecting construction undertaken as part of the Project.

(3) **Nondiscrimination on the Basis of Age** – The Contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 et seq., and with implementing U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance, 45 C.F.R. Part 90, which prohibit discrimination against individuals on the basis of age.

The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with

implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625, which prohibits discrimination against individuals on the basis of age.

(4) **Nondiscrimination on the Basis of Sex** - The Contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 25, that prohibit discrimination on the basis of sex.

(5) **Access for Individuals with Disabilities** - The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

- (1) U.S. DOT regulations "Transportation Services for Individuals with Disabilities (ADA)" 49 C.F.R. Part 37;
- (2) U.S. DOT regulations "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F. R. Part 38;
- (4) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities." 28 C.F.R. Part 36;
- (6) U.S. GSA regulations "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 49 C.F.R. Part 64, Subpart F;

- (9) U.S. Architectural and Transportation Barriers Compliance Board regulations, "Electronic and Information Technology Accessibility Standards." 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 C.F.R. part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

(6) **Access to Services for Persons with Limited English Proficiency.** The Contractor agrees to comply with Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 *Fed. Reg.* 74087, December 14, 2005, except to the extent that the Federal Government determines otherwise in writing.

(7) **Environmental Justice.** The Contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note; and DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 *Fed. Reg.* 18377 *et seq.*, April 15, 1997, except to the extent that the Federal Government determines otherwise in writing; and FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance.

(8) **Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections.** To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.

(9) **Other Nondiscrimination Laws.** The Contractor agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable directives prohibiting discrimination, except to the extent that the Federal Government determines otherwise in writing.

(10) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

8. Contracting with Disadvantaged Business Enterprises

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective October 1, 2004.

a. This contract is subject to the requirements of U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26 [*U.S. DOT published final rule, "Disadvantaged Business*

Enterprise: Program Improvements,” 49 C.F.R. Part 26, on January 28, 2011 (see 76 Fed. Reg. 5083)], and Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, as amended by Section 451 of the Hiring Incentives to Restore Employment (HIRE) Act, Pub. L. 111-147, March 18, 2010, 23 U.S.C. § 101 note.

The NC Department of Transportation/Public Transportation Division's overall goal for DBE participation is **8.6%**.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the **Procuring Agency** deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

c. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Procuring Agency. In addition, these may apply:

- **the contractor may not hold retainage from its subcontractors; or**
- **is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed; or**
- **is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the Procuring Agency and contractor's receipt of the partial retainage payment related to the subcontractor's work.**

d. The contractor must promptly notify the **Procuring Agency** whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the **Procuring Agency**.

9. Clean Air Act

(a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 306 of the Clean Air Act as amended, 42 U.S.C. § 7606, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. The Contractor agrees to report any violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the State and/or FTA and the appropriate EPA Regional Office.

(b) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal Assistance provided by FTA.

10. Clean Water

(a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377. The Contractor agrees to report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

11. Environmental Protection

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, (NEPA) 42 U.S.C. §§ 4321 through 4335 (as restricted by 42 U.S.C. § 5159, if applicable); Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements at 49 U.S.C. § 5323(c)(2)), as amended by MAP-21, ; U.S. Council on Environmental Quality regulations pertaining to compliance with NEPA, 40 C.F.R. Parts 1500 through 1508; and joint FHWA FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622; and other applicable Federal environmental protection regulations that may be promulgated at a later date. The Contractor agrees to comply with the applicable provisions of 23 U.S.C. § 139 pertaining to environmental procedures, and 23 U.S.C. § 326, pertaining to Purchaser's responsibility for categorical exclusions, in accordance with the provisions of joint FHWA/FTA final guidance, "Environmental Review Process (Public Law 109-59)," 71 Fed. Reg. 66576 *et seq.* November 15, 2006 and any applicable Federal directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing.

12. Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Sect. 6321 *et seq.*

13. Buy America

If the Contractor is providing vehicles as part of the operations or service agreement, the vehicles must meet Buy America. The Contractor agrees to comply with 49 U.S.C. § 5323(j), as amended by MAP-21 and 49 C.F.R. part 661, to the extent consistent with MAP-21, and subsequent amendments to those regulations that may be promulgated. The Contractor also agrees to comply with FTA directives to the extent those directives are consistent with MAP-21, except to the extent that FTA determines otherwise in writing. Buy America requirements state that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waiver requirements are listed in 49 CFR 661.7. Appendix A grants a general public interest waiver from the Buy America requirements that apply to microprocessors, computers, microcomputers, or software, or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device, which merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Small purchases (currently less than \$100,000) made with capital, operating, or planning funds are also exempt from the Buy America requirements.

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11, which provide that Federal funds may not be obligated unless rolling stock is manufactured in the United States and have a sixty (60%) percent domestic content. Rolling stock that is not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content. **Rolling stock includes:** buses, other vehicles used in transportation, train control equipment, communication equipment, and traction power equipment.

Effective July 24, 1995 small purchases (under the \$100,000 threshold) made with FTA funds, will not be subject to the Buy America requirement. The value of small purchases should be determined by using "contract price" and not "unit price".

These regulations require, as a matter of responsiveness, that the Bidder or Contractor submit to the purchaser the appropriate Buy America certification (Attachment C or D) with all bids where FTA funds are provided, except those subject to a general waiver or less than \$100,000.

BIDS OR OFFERS THAT ARE SUBMITTED WITHOUT THE COMPLETED BUY AMERICA CERTIFICATION MUST BE REJECTED AS NONRESPONSIVE. BIDDERS ARE ADVISED THAT SUBMISSION OF BOTH CERTIFICATIONS WITH THE BID IS ALSO CONSIDERED NONRESPONSIVE AND WILL RESULT IN REJECTION OF THE BID; ONLY ONE CERTIFICATION (either C or D) SHALL BE SUBMITTED. The certification requirement does not apply to lower tier subcontractors.

14. Pre-Award and Post-Delivery Audits of Rolling Stock Purchases

If the Contractor is providing vehicles as part of the operations or service agreement, the vehicles must meet the requirements of the Pre-Award and Post-Delivery Audits for Rolling Stock. 49 U.S.C. Section 5323(m), as amended by MAP-21 and FTA's implementing regulation 49 CFR Part 663, dated September 24, 1991, and, when promulgated, any amendments to those regulations, require all recipients purchasing vehicles carrying passengers to conduct pre-award and post-delivery audits. If the provisions of 49 U.S.C. Section 5323(m), as amended by MAP-21 conflict with FTA's implementing regulations as currently promulgated the provisions of 49 U.S.C. Section 5323(m), as amended, prevail.

Pre-Award Audit:

Pre-award information may also be submitted with the bid.

(1) Buy America Requirements: (for contracts of \$100,000 and more)

The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America (see Section 14. Buy America). If the Contractor certifies compliance with Buy America, it shall provide supporting documentation that indicates that 60% of the cost of all components are manufactured in the United States and that final assembly takes place in the United States. The documentation shall include:

- a) the component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs;
- b) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of the final assembly; and

c) a copy of the letter from FTA granting a waiver on the vehicle(s) for all or part of the Buy America requirement under section 165(b)(1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act (STAA) of 1982, as amended;

(2) Federal Motor Vehicle Safety Standards (FMVSS) Certification: (must be completed for all purchases)

The Contractor shall submit:

- a) the manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS regulations; or
- b) the manufacturer's certified statement that the contracted vehicles will not be subject to the FMVSS regulations.

(3) Solicitation Specification Requirements:

The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

Post-Delivery Audit:

Upon completion of the vehicle(s), and prior to filing of the title, the successful bidder shall provide the information indicated in 1-3 above. This post-delivery audit is required to ensure that the vehicle(s) were manufactured as intended. Failure to comply with this requirement or inability to certify Buy America compliance shall be cause for rejection of the vehicle(s).

Upon delivery and acceptance of the equipment, the vehicle(s) shall undergo a thorough visual inspection and road test to assure compliance to contract specifications.

*Note - The term "manufacturer" shall include, but not be limited to, the chassis manufacturer; the secondary manufacturer; a second party providing additions or modifications to the vehicle, and/or the bidder.

Please refer to EXHIBIT I regarding computation of component and subcomponent parts.

The Contractor shall require the lowest bidders, determined at bid opening, to submit the Pre-Audit information within three (3) working days of the request. This information may also be submitted with the bid. This pre-award audit information is required to be eligible for award of the bid. Failure to comply with this requirement shall be cause for rejection of the bid.

Certifications of Pre-Award and Post-Delivery Audits should be presented with documentation from contractor. Additional documentation should be made available upon request.

15. Fly America

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

16. Recycled Products

The Recycled Products requirement applies to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000. These requirements flow down to all contractor and subcontractor tiers.

To the extent possible the contractor agrees to comply with U. S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended, 42 U.S.C. 6962. The contractor agrees to provide competitive preference for products and services that conserve natural resources, protect the environment and are energy efficient, except to the extent that the Federal Government determines otherwise in writing.

These items include, but may not be limited too:

Paper and paper products, excluding building and construction paper grades.

Vehicular products:

- (a) Lubricating oils containing re-refined oil, including engine lubricating oils, hydraulic fluids, and gear oils, excluding marine and aviation oils.
- (b) Tires, excluding airplane tires.
- (c) Reclaimed engine coolants, excluding coolants used in non- vehicular applications.
- (d) Rebuilt vehicular parts.

Transportation products:

- (a) Traffic barricades and traffic cones used in controlling or restricting vehicular traffic.
- (b) Parking stops made from concrete or containing recovered plastic or rubber.
- (c) Channelizers containing recovered plastic or rubber.
- (d) Delineators containing recovered plastic, rubber, or steel.
- (e) Flexible delineators containing recovered plastic.

Miscellaneous products:

- (a) Pallets containing recovered wood, plastic, or paperboard.
- (b) Sorbents containing recovered materials for use in oil and solvent clean-ups and as animal bedding.
- (c) Industrial drums containing recovered steel, plastic, or paper.
- (d) Awards and plaques containing recovered glass, wood, paper, or plastic.
- (e) Mats containing recovered rubber and/or plastic.
- (f) (1) Non-road signs containing recovered plastic or aluminum and road signs containing recovered aluminum.
(2) Sign supports and posts containing recovered plastic or steel.
- (g) Manual-grade strapping containing recovered steel or plastic.
- (h) Bike racks containing recovered steel or plastic.
- (i) Blasting grit containing recovered steel, coal and metal slag, bottom ash, glass, plastic, fused alumina oxide, or walnut shells.

Park and recreation products:

- (a) Playground surfaces and running tracks containing recovered rubber or plastic.
- (b) Plastic fencing containing recovered plastic for use in controlling snow or sand drifting and as a warning/safety barrier in construction or other applications.
- (c) Park benches and picnic tables containing recovered steel, aluminum, plastic, or concrete.
- (d) Playground equipment containing recovered plastic, steel, or aluminum.

Landscaping products:

- (a) Hydraulic mulch products containing recovered paper or recovered wood used for hydroseeding and as an over-spray for straw mulch in landscaping, erosion control, and soil reclamation.
- (b) Compost made from yard trimmings, leaves, grass clippings, and/ or food waste for use in landscaping, seeding of grass or other plants on roadsides and embankments, as a nutritious mulch under trees and shrubs, and in erosion control and soil reclamation.
- (c) Garden and soaker hoses containing recovered plastic or rubber.
- (d) Lawn and garden edging containing recovered plastic or rubber.
- (e) Plastic lumber landscaping timbers and posts containing recovered materials.

Non-paper office products:

- (a) Office recycling containers and office waste receptacles.
- (b) Plastic desktop accessories.
- (c) Toner cartridges.
- (d) Plastic-covered binders containing recovered plastic; chipboard and pressboard binders containing recovered paper; and solid plastic binders containing recovered plastic.
- (e) Plastic trash bags.
- (f) Printer ribbons.
- (g) Plastic envelopes.
- (h) Plastic clipboards containing recovered plastic.
- (i) Plastic file folders containing recovered plastic.
- (j) Plastic clip portfolios containing recovered plastic.
- (k) Plastic presentation folders containing recovered plastic.
- (l) Office furniture containing recovered steel, aluminum, wood, agricultural fiber, or plastic.

17. Debarment and Suspensions

This contract is a covered transaction for purposes of 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940, 180.935 and 180.945.

The contractor is required to comply with 2 CFR 180, Subpart C and must include the requirement to comply with 2 CFR 180, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the **Procuring Agency**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **Procuring Agency**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR 180, Subpart C while this

offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

The Procuring Agency agrees and assures that its third party contractors and lessees will review the "Excluded Parties Listing System" at <https://www.sam.gov/> before entering into any subagreement, lease or third party contract.

The Procuring Agency will be reviewing all third party contractors under the Excluded Parties Listing System at <https://www.sam.gov/> before entering into any contracts.

The requisite Debarment and Suspension Certification is included as ATTACHMENT B (attach additional statement if necessary) and must be executed for contracts of \$25,000 or more and prior to the award of the contract.

18. Termination or Cancellation of Contract

The Owner, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the project. If this contract is terminated, the Owner shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

The Owner, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the project. If this contract is terminated, the Owner shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

The Owner may terminate this contract in whole or in part, for the Owner's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Owner shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Owner all equipment (property of Owner), data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Owner shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Owner may complete the work by issuing another contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Owner.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Owner.

19. Breach of Contract

If the Contractor does not deliver the required services or the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Owner may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and

accepted, or services performed in accordance with the manner of performance set forth in the contract.

The Owner in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the Contractor fails to remedy to Owner's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from Owner setting forth the nature of said breach or default, The Owner shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Owner from also pursuing all available remedies against Contractor and its sureties for said breach or default.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the Owner, protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and Owner shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If it is later determined by the Owner that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Owner, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

20. Resolution of Disputes

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Owner. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized representative of the Owner. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of the Owner shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the Owner, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Owner and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Owner is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Owner, Architect or

Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

21. Protest Procedures

To ensure that protests are received and processed effectively the Purchaser shall provide written bid protest procedures upon request. In all instances information regarding the protest shall be disclosed to the N.C. Department of Transportation (NCDOT). All protest requests and decisions must be in writing. A protester must exhaust all administrative remedies with the Purchaser before pursuing remedies through the NCDOT. Reviews of protests by the NCDOT will be limited to the Purchaser's failure to have or follow its protest procedures, or its failure to review a complaint or protest. An appeal to the NCDOT must be received by the Department within three (3) working days of the date the protester knew or should have known of the violation. An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester knew or should have known of the violation. Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local authorities.

22. No Federal Government Obligations to Third Parties

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

23. Program Fraud and False or Fraudulent Statements and Related Acts

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its activities in connection with this Project.

Accordingly, upon execution of the underlying contract or agreement the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may apply, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance or representation to the Federal Government or

includes a false, fictitious, or fraudulent statement or representation in any agreement involving a project authorized under 49 U.S.C. chapter 53 or any other Federal statute, the Federal Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 or other applicable Federal statute to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

24. Access to Records and Reports

The Contractor agrees to permit, and require its subcontractors to permit, the U.S. Secretary of Transportation, and the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Contractor and its subcontractors pertaining to the Project, as required by 49 U.S.C. § 5325(g).

Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S. D. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5303, 5307, 5309, 5310, 5311, 5316, or 5317.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after that date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 C.F.R. 18.39 (i)(11).

The State of North Carolina, Office of the State Auditor, now requires that all records now be retained for five (5) years after that date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto.

25. Privacy

To the extent that the Contractor, or its subcontractors, if any, or any to their respective employees administer any system of records on behalf of the Federal Government, Contractor agrees to comply with, and assure the compliance of its subcontractors, if any, with the information restrictions and other applicable requirements of the Privacy Act of 1974, as amended, 5 U.S.C. Sect. 552, (the Privacy Act).

The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

26. Contract Work Hours and Safety Standards Act

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from ... the [Federal] Government." 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 49 CFR 18.36(i)(6)), the Act no longer applies to any "contract in an amount that is not greater than \$100,000." 40 USC 3701(b)(3)(A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work." These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act's requirements are satisfied.

Clause Language:

Contract Work Hours and Safety Standards

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses

set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

27. Transit Employee Protective Agreements

The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.) These provisions are applicable to all contracts and subcontracts at every tier.

Transit Employee Protective Provisions.

(1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. § 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in U.S. DOL's certification of public transportation employee protective arrangements to FTA, the date of which appears in the Grant Agreement or Cooperative Agreement for the Project. The Recipient agrees to implement the Project in accordance with the conditions stated in that U.S. DOL certification. That certification and any documents cited therein are incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The requirements of this Subsection of the Master Agreement do not apply to Projects for elderly individuals or individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2) or subsection 3012(b) of SAFETEA-LU, Projects for nonurbanized areas authorized by 49 U.S.C. § 5311; or Projects for the over-the-road bus accessibility program authorized by section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, 49 U.S.C. § 5310 note. Separate requirements for those Projects are set forth in Subsections (b), (c), and (d), respectively, below. *[Amendments to U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, were published at 73 Fed. Reg. 47046 et seq., August 13, 2008.]*

(b) Public Transportation Employee Protective Arrangements for Elderly Individuals and Individuals with Disabilities for the Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program. To the extent that the U.S. Secretary of Transportation has determined or determines in the future that employee protective arrangements required by 49 U.S.C. § 5333(b) are necessary or appropriate for a governmental authority subrecipient participating a Project authorized by 49 U.S.C. § 5310(b)(2) or subsection 3012(b) of SAFETEA-LU, 49 U.S.C. § 5310 note, the Recipient agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor necessary to comply with the requirements of 49 U.S.C. § 5333(b), in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions, if any, are identified in the U.S. DOL's certification of public transportation employee protective arrangements to FTA, the date of which appears in the Grant Agreement. The Recipient agrees to implement the Project in compliance with the conditions stated in that U.S. DOL certification, to the extent that

certification is required. Any U.S. DOL certification that may be provided and any documents cited therein are incorporated by reference and made part of the Grant Agreement. *[New amendments to U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, were published at 73 Fed. Reg. 47046 et seq., August 13, 2008.]*

(c) Public Transportation Employee Protective Arrangements for Projects in Nonurbanized Areas Authorized by 49 U.S.C. § 5311. The Recipient agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program that is most current as of the date of execution of the Grant Agreement or Cooperative Agreement for the Project, and any alternative comparable arrangements specified by U.S. DOL for application to the Recipient's project, in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any revisions thereto. *[New amendments to U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, were published at 73 Fed. Reg. 47046 et seq., August 13, 2008.]*

(d) Employee Protective Arrangements for Projects Financed by the Over-the-Road Bus Accessibility Program. The Recipient agrees to comply with the terms and conditions of the Special Warranty for the Over-the-Road Bus Accessibility Program that is most current as of the date of execution of the Grant Agreement or Cooperative Agreement for the Project, and any alternative comparable arrangements specified by U.S. DOL for application to the Recipient's project, in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any revisions thereto. *[New amendments to U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, were published at 73 Fed. Reg. 47046 et seq., August 13, 2008.]*

(2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

28. Project Labor Agreements (formerly Neutrality in Labor Relations)

As a condition of contract award, the Owner may require a third party contractor or subcontractor to have an affiliation with a labor organization such as a project labor agreement, consistent with Executive Order No. 13502, "Use of Project Labor Agreements [PLA] for Federal Construction Projects," February 6, 2009, 41 U.S.C. ch. 39, Refs & Annos., except as the Federal Government determines otherwise in writing.

29. Federal Motor Carrier Safety Administration

The Contractor and its subcontractors, lessees or third party contractors will comply to the applicable provisions of the following promulgated U.S. FMCSA regulations.

Financial Responsibility.

1. To extent that the Contractor or its subcontractor, lessee or third party is engaged in interstate commerce and not within a defined commercial zone, the Contractor agrees to comply with U.S. FMCSA regulations, "Minimum Level of Financial Responsibility for Motor Carriers", 49 U.S.C. Part 387, Dealing with economic registration and insurance requirements.

a) The amount of insurance required of Federal assistance recipients (5307, 5310 and 5311) is reduced to the highest amount of any state in which the transit provider operates.

2. To extent that the Contractor or its subcontractor, lessee or third party is engaged in interstate commerce and not within a defined commercial zone, and the grant recipient is

not a unit of government (defined as Federal Government, a state, any political subdivision of a state or any agency established under a compact between states), the Contractor agrees to comply with U.S. FMCSA regulations, Subpart B, "Federal Motor Carrier Safety Regulation", at 49 CFR Parts 390 through 396.

Driver Qualifications.

1. The Contractor or its subcontractor, lessee or third party agree to comply with U.S. FMCSA's regulations, "Commercial Driver's License Standards, Requirements, and Penalties", 49 CFR Part 383.

Substance Abuse Rules for Motor Carriers

1. The Contractor or its subcontractor, lessee or third party agree to comply with U.S. FMCSA's regulations, "Drug and Alcohol Use and Testing Requirements" 49 CFR Part 382, which apply to transit providers that operate a commercial motor vehicle that has a gross vehicle weight rating over 26,000 pounds or is designed to transport sixteen (16) or more passengers, including the driver.

30. National Intelligent Transportation Systems Architecture and Standards

To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards requirements of 23 U.S.C. § 517(d), as amended by MAP-21, and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing. (*applicable to ITS projects*)

31. Charter Service

The Charter Bus requirements apply to all Operational Service Contracts. The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

The contractor agrees that no project financed under 49 U.S.C. chapter 53 or under 23 U.S.C. §§ 133 or 142, will engage in charter service operations, except as authorized by 49 U.S.C. § 5323(d) and FTA regulations, "Charter Service," 49 C.F.R. Part 604, and any Charter Service regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing. The Charter Service Agreement the Grant Recipient has selected in its latest annual Certifications and Assurances is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project and part of this procurement. The following FTA's Charter Service regulations, apply: (1) the requirements of FTA's Charter Service regulations and any amendments thereto will apply to any charter service it or its subrecipients, lessees, third party contractors, or other participants in the Project provide; (2) the definitions of FTA's Charter Service regulations will apply to the Recipient's charter operations, and (3) a pattern of violations of FTA's Charter Service regulations may require corrective measures and imposition of remedies, including barring the Recipient, subrecipient, lessee, third party contractor, or other participant in the Project operating public transportation under the Project from receiving Federal financial assistance from FTA, or withholding an amount of Federal assistance as set forth in Appendix D to those regulations. [*Amendments to FTA regulations, "Charter Service," 49 C.F.R. Part 604, were published at 73 Fed. Reg. 2325 et seq., January 14, 2008, and amended at 73 Fed. Reg. 44927 et seq., August 1, 2008, and at 73 Fed. Reg. 46554 et seq., August 11 2008.*]

32. School Bus Operations

The School Bus requirements apply to all Operational Service Contracts. The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

33. Drug and Alcohol Testing

The Contractor agrees to comply with the FTA Drug and Alcohol Regulation, 49 CFR 655, revised October 1, 2005, that implemented 49 U.S.C. § 5331, and any subsequent revisions or amendments thereto, in establishing and implementing a drug use and alcohol misuse testing program. This program is to be strictly applied to all safety sensitive employees of the Contractor for pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing. This program takes effect immediately upon the execution of the contract.

34. State and Local Disclaimer

The Owner does not warrant or make any representation as to the accuracy or completeness of the information, text, graphics, links and other items contained in this document or on this server or any other server. Such materials have been compiled from a variety of sources and are subject to change without notice from the State and FTA.

35. Geographic Preference

Procurements shall be conducted in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in evaluation or award of bids or proposals, except where applicable Federal statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws.

36. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

37. Hold Harmless

Except as prohibited or otherwise limited by State law, the Contractor agrees to indemnify, save, and hold harmless the Owner of this Contract and its officers, agents, and employees acting within the scope of their official duties against any liability, including all claims, losses, costs and expenses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that

may be injured or damaged by the contractor or subcontractor in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the contractor.

38. Safe Operation of Motor Vehicles

a. Seat Belt Use.

Pursuant to Executive Order No. 13043, April 16, 1997, 23 U. S. C. § 402, the Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally-operated vehicles and include this provision in any third party subcontracts, leases or similar documents in connection with this project.

b. Distracted Driving, Including Texting While Driving.

Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, FTA encourages each third party contractor to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in any third party subcontract leases or similar documents in connection with this project.

c. Safety. The Contractor is encouraged to:

- (a) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

Company-owned or rented vehicles; Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or any vehicle, on or off duty, and using an electronic device.

- (b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

c. Definitions

- (1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.
- (2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

39. Exclusionary or Discriminatory Specifications or Requirements

The Contractor agrees that it will comply with the requirements of 49 U.S.C. Sect. 5325(h) by refraining from using any funds derived from FTA in performance of this Contract to support any sub-contracts that use exclusionary or discriminatory specifications or requirements.

40. North Carolina State Ethic's Requirement

Pursuant to Governor Perdue's Executive Order # 24, this section should be included in the terms and conditions of all contracts let by the Governor's Cabinet Agencies and the Office of the Governor:

- 1) "By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:
 - (1) have a contract with a governmental agency; or
 - (2) have performed under such a contract within the past year; or
 - (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

To be added near the signature portion of all contracts let by the Governor's Cabinet Agencies and the Office of the Governor:

"N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization."

41. Sensitive Security Information

Each third party contractor must protect, and take measures to ensure that its subcontractors at each tier protect, "sensitive security information" made available during the administration of a third party contract or subcontract to ensure compliance with 49 U.S.C. Section 40119(b) and implementing DOT regulations, "Protection of Sensitive Security Information," 49 CFR Part 15, and with 49 U.S.C. Section 114(r) and implementing Department of Homeland Security regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520.

ATTACHMENT A

CERTIFICATION REGARDING LOBBYING

(To be submitted with all bids or offers exceeding \$100,000; must be executed prior to Award)

The undersigned TJ's TAXI INCORPORATED certifies, to the best of his or her knowledge and belief, that:
(Contractor)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons 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 to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, 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 Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transactions imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 for each such expenditure or failure.]

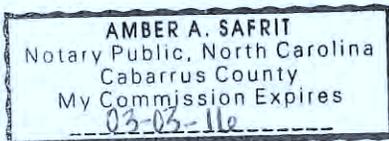
The Contractor, TJ's TAXI INCORPORATED, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Section A 3801 *et seq.*, apply to this certification and disclosure, if any.

April 8th, 2014
Date

Teresa Jo McCall
Signature of Contractor's Authorized Official
TERESA JO MCCALL
Name and Title of Contractors Authorized Official

Subscribed and sworn to before me this 8th day of April, 2014, in the State of North Carolina and the County of Rowan.

Notary Public Aubrey J. Sait
My Appointment Expires March, 03, 2016



ATTACHMENT B

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY and VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION**

(To be submitted with all bids or offers exceeding \$25,000.)

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, 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.
- (2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

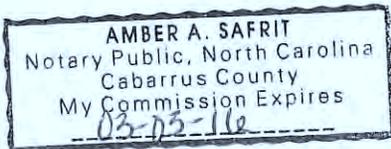
The lower tier participant (Bidder/Contractor), TJ'S TAXI INCORPORATED certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

SIGNATURE Leresa Jo McCall
TITLE PRESIDENT
COMPANY TJ'S TAXI INCORPORATED
DATE April 8th, 2014

State of North Carolina

County of Bowen

Subscribed and sworn to before me this 8th day of April, 2014.



Notary Public Amber A. Safrit
My Appointment Expires March 03, 2016

ATTACHMENT C

**CERTIFICATE OF COMPLIANCE
WITH BUY AMERICA ROLLING STOCK REQUIREMENTS**

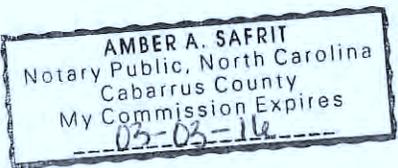
(To be submitted with all bids exceeding \$100,000. A bid, which does not include this certification or the certification under Attachment D, will not be eligible for award.)

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j), and the regulations in 49 CFR Part 661.11.

DATE April 8th, 2014
SIGNATURE Yeresa G. McCall
TITLE PRESIDENT
COMPANY TJ'S TAXI INCORPORATED

State of North Carolina
County of Rowan

Subscribed and sworn to before me this 8th day of April, 2014.



Notary Public Amber A. Safrit
My Appointment Expires March 03, 2016

ATTACHMENT D

T.J.'s Taxi

Teresa McCall, Owner
901 Woodlawn Street
Kannapolis, NC 28081
704-938-5440 704-933-8071 Fax

Contractor Information Sheet

As a 24-hour business, we provide transportation services with our 12 Taxi's and Two Wheelchair Accessible Vans to Residential Customers, CCTS, Worker's Compensation Companies, Staff Services, Retirement Centers, Carolinas Medical Center - Northeast, Kannapolis City Schools, Cabarrus County Department of Social Services, and whomever has a transportation need.

Companies in which we do business:

- One Call Care Transport
- Access Transport Services
- Complete Delivery Services
- Cabarrus County Department of Social Services
- Kannapolis City Schools
- Neil Medical
- Big Elm Retirement
- Hospice & Palliative Care of Cabarrus County

As a Drug Free Company, we require pre-employment drug testing and random drug testing. All drivers are required to complete driver training, first aid, CPR training, and passenger assistant training before drivers are allowed on the road.

Our billing consists of the following: Date, Trip Number, Client Name, Passenger Clarifications, Pick-up Location, Drop-off Location, Pick-up Time, Trip Mileage, Pay Rate, Amount Billed, & Wait Time Charges Detailed. This is prepared on Microsoft Excel Spreadsheet, which is kept for five years.

Each fleet vehicle is inspected by Concord Police Department yearly and before adding to our fleet. We maintain repair logs, which include: What Type of Repair, Correction Made, and Tools Used. These are kept for five years. At the beginning of each shift, each driver is required to inspect their vehicle and complete a vehicle inspection report.

Our Maintenance Manager has 15+ years in the safety and mechanic fields.

DRIVER VEHICLE INSPECTION REPORT

Driver Name:				Date:			
Vehicle Number:				Mileage:			
Pre-Trip							
EXTERIOR	OK	SERVICE NEEDED	SERVICE CRITICAL	INTERIOR	OK	SERVICE NEEDED	SERVICE CRITICAL
Winshield Glass	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Gauges / Instruments			
Windshield				Dash Lights	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wipers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Interior/Dome Lights	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mirrors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Radio (two-way)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tires	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	AC & Heat Controls (equip)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Headlights & Parking Lights	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	ENGINE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brake Lights	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Oil Level	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Turn Signals & Emer. Flashers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Brake Fluid Level	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Body Damage (see reverse)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trans. Fluid Level	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cleanliness	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Powr Ster Fl Level	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
INTERIOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Rad./Water Level	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brakes & Parking Brake	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Belts / Hoses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Steering	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	EMERGENCY EQUIPMENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mirrors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fire Extinguisher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Seat Belts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	First Aid Kit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				Bio-Hazard Kit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				Web Cutter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				Triangles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				Horn	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

***Comment on any item not checked OK or if found not satisfactory

POST-TRIP							
STEERING	OK	SERVICE NEEDED	SERVICE CRITICAL	BRAKES	OK	SERVICE NEEDED	SERVICE CRITICAL
Hard	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Soft (Mushy)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Shimmy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Scraping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Play	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Too Sensative	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
INTERIOR				TRANSMISSION			
Headlight	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Noisy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Turn Signals / Emergency Flashers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Slow Shift	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TIRES				ENGINE			
Flat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Knocks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Leaks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Hard to Start	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Damaged	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Missing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Belts / Hoses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Belts / Hoses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Attachment number 2

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD 25 (2009/01)

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
SUBCONSULTANT
TO BE USED WITH PROFESSIONAL SERVICES CONTRACT ONLY
RACE AND GENDER NEUTRAL**

TAXI SERVICES FOR CABARRUS COUNTY TRANSPORTATION SERVICES

TIP No. and/or Type of Work (Limited Services)

T. J'S TAXI INCORPORATED

61-1439684

(Consultant/Firm Name and Federal Tax Id)

NONE

(Subconsultant/Firm Name and Federal Tax Id)

SERVICE / ITEM DESCRIPTION		Anticipated Utilization
TRANSPORTING CCTS PASSENGERS		\$260,000
TOTAL UTILIZATION:		
SUBMITTED BY: SUBCONSULTANT:	RECOMMENDED BY: CONSULTANT: <u>T. J'S TAXI INCORPORATED</u>	
<u>NONE</u>		
*BY:	*BY:	
TITLE:	TITLE: <u>PRESIDENT</u> <input type="checkbox"/>	
SPSF Status: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

**"SUBCONCONSULTANT" (FORM RS-2)
RACE AND GENDER NEUTRAL**

Instructions for completing the Form RS-2:

1. Complete a Subconsultant Form RS-2 for each Subconsultant firm to be utilized by your firm.
2. Insert TIP Number and /or Type of Work (Limited Services)
3. Complete the Consultant/Firm name and Federal Tax ID Number for the primary firm information.
4. Complete the Subconsultant/Sub Firm name and Federal Tax ID Number for the sub firm information.
5. Enter Service/Item Description – describe work to be performed by the Sub Firm
6. Enter Anticipated Utilization – Insert dollar value or percent of work to the Subconsultant/Sub Firm
7. *Signatures of both Subconsultant and Prime Consultant **are required** on each RS-2 Form to be submitted with the Letter of Interest (LOI) to be considered for selection
8. Complete "SPSF Status" section - Subconsultant shall check the appropriate box regarding SPSF Status, check Yes if SPSF or No if not SPSF

In the event the firm has no subconsultant, it is required that this be indicated on the Subconsultant Form RS-2 form by entering the word "None" or the number "ZERO" and signing the form.



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

PATRICK L. MCCRORY
GOVERNOR

ANTHONY J. TATA
SECRETARY

August 6, 2013

TERESA JO. MCCALL
T.J.'S TAXI INCORPORATED
8254 SMITH ROAD
KANNAPOLIS, NC 28081

SUBJECT: Approval of SBE Certification –

Dear TERESA JO. MCCALL:

This is to acknowledge receipt of your application for Small Business Enterprise (SBE) certification through the North Carolina Department of Transportation. Your application has been approved for a period of one year effective 6/16/2013.

You are reminded that your certification will automatically expire in one year unless you submit a new application prior to the expiration date.

Consistent with SBE program guidelines, you must notify the Department when your firm no longer meets the criteria for continued participation in the program, i.e., annual gross receipts exceed \$1.5 million, excluding materials, the firm no longer exists, the firm is not considered a small business, etc. Should your firm experience any changes in ownership, address, telephone numbers, or specialty, you are required to notify this office within two weeks of that change. Failure to inform us of these changes can result in decertification.

Thank you for your participation in the Small Business Enterprise Program. If you have any questions, please do not hesitate to contact this office.

Sincerely,

George D. Nixon
SBE & Mobility Officer

GDN/lth
69492

MAILING ADDRESS:
NC DEPARTMENT OF TRANSPORTATION
CONTRACTUAL SERVICES UNIT
1509 MAIL SERVICE CENTER
RALEIGH, 27699-1509

TELEPHONE: 919-707-4800 (MAIN)
TELEPHONE: 919-707-4811 (DIRECT)
TOLL FREE: 1-877-650-0130
FAX: 919-733-3584

LOCATION:
TRANSPORTATION BUILDING
1 S. WILMINGTON STREET
RALEIGH NC 27601

WEBSITE: WWW.NCDOT.ORG



NORTH CAROLINA

Unified Certification Program



1509 MAIL SERVICE CENTER
RALEIGH, NC 27699-1509
www.ncdot.gov/business/ocs/ucp

919-707-4800 (p) • 919-733-3584 (f)
1-877-650-0130 (toll free)
www.ncdot.gov

September 12, 2013

Teresa McCall
T. J.'s Taxi, Inc.
8254 Smith Rd
Kannapolis, NC 28081

Subject: Approval of Annual Renewal of Certification

Dear Teresa McCall:

This letter is to inform you that we received your annual renewal of certification affidavit on August 6, 2013. Based upon the information reported on the affidavit, renewal of your DBE certification has been approved for one-year.

Thank you for your participation in the Disadvantaged Business Enterprise Program. If you have any questions, please contact this office at (919) 707-4800.

Sincerely,

Michael McKoy
State Contractor Utilization Engineer

MM/ew
69492



Attachment number 2

ATTACHMENT TO PAGE 5

AMBULATORY TRANSPORT WITHIN AND OUTSIDE CABARRUS COUNTY
BASED ON THE FOLLOWING ZONES:

SALISBURY \$20.00

ALBEMARLE \$45.00

HUNTERSVILLE \$35.00

MOORESVILLE \$20.00

UNIVERSITY AREA \$25.00

DOWNTOWN CHARLOTTE \$40.00

LANDIS \$6.00

CHINA GROVE \$9.00

CONCORD MILLS 420.00

ROCKWELL \$25.00



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**JUNE 2, 2014
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at June 16, 2014 Meeting

SUBJECT:

Planning and Development - Proposed Text Amendment to Zoning Ordinance (TEXT2014-00004) - Public Hearing 6:30 P.M.

BRIEF SUMMARY:

The proposed text changes to Chapter 7, Performance Based Standards, #67, Temporary Uses of the Cabarrus County Zoning Ordinance are attached.

The purpose of the changes to Chapter 7 is to clarify standards related to certain temporary uses and the use of recreational vehicles, the waiting period between temporary use permits being issued and to further clarify standards associated with temporary uses that include public assembly.

The Planning and Zoning Commission voted unanimously on May 6, 2014, to forward the proposed amendments to the Board of Commissioners for final consideration.

The proposed changes were also reviewed by the County Attorney, the Text Amendment Committee, Emergency Management and the Fire Marshal's Office.

REQUESTED ACTION:

Hold a public hearing.

Motion to approve the proposed text amendment (TEXT2014-00004) to Chapter 7 of the Cabarrus County Zoning Ordinance.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Susie Morris, AICP, CZO, Planning and Zoning Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- [Proposed text](#)
 - [MEMO](#)
 - [Ordinance](#)
-

64. Warehouse with Outside Storage

Limited Industrial and General Industrial districts

- a. Outside stacking of materials should not be visible to the passing motorist traveling any adjacent external road.
- b. Materials must be screened with Level Three buffering. See Chapter 9, Landscaping and Buffering Requirements

65. Wind Energy Facility, Accessory Use, On Site Use Only

Agriculture/Open, Countryside Residential, Low Density Residential and Medium Density Residential districts

- a. The site must be a minimum of 5 acres.
- b. Turbines must be located 2 times the height of the tower structure from any property line or structure, including structures on adjacent properties.
- c. The height of the structure may not exceed 65 feet.
- d. Energy produced must be used on the same parcel.
- e. A decommissioning plan shall be provided that describes the anticipated life of the Facility, estimated decommissioning costs and responsible party for decommissioning the Facility.
- f. A maintenance plan shall be provided describing the maintenance schedule for the structure including the name, address and phone number of responsible party for maintenance.

66. Wireless Telecommunications Services, Co-location

Agriculture/Open Space, Countryside Residential, Low Density Residential, Medium Density Residential districts, High Density Residential/Mixed Use, Office/Institutional, Office/Limited Commercial, General Commercial, Light Industrial and General Industrial districts

- a. See Chapter 8, Section 8-4, 38

67. Temporary Uses

The Temporary Use Permit is a mechanism to allow a use on a short-term basis and certain seasonal or transient uses not otherwise allowed. Prior to conducting or establishing a temporary use or structure, approval of a Temporary Use Permit is required pursuant to Chapter 12 of this Zoning Ordinance.

All temporary uses listed in this Section require a Temporary Use Permit. The Administrator shall not approve an application for a Temporary Use Permit unless the following criteria,

specific regulations and time limitations are met in addition to the standards for any particular Temporary Use specified below.

The allowance of Temporary Uses shall not be detrimental to the public health, safety and general welfare, and the use shall be consistent with the purpose and intent of this Ordinance and the specific zoning district in which it will be located. The use shall be compatible in intensity, character and appearance with existing land uses in the immediate vicinity of the temporary use. The neighborhood and street network surrounding the temporary use shall not be adversely affected by the use or activities associated with it. In addition to those listed herein, factors such as location, noise, odor, light, dust control and hours of operation shall be considered.

- a. The use shall not take place on publicly or privately owned property unless the applicant first obtains written approval from the owner. The original signed letter shall be provided as part of the Temporary Use Permit application and review process.
- b. The location of the Temporary Use shall be such that adverse impacts on surrounding properties will be minimal, particularly regarding any type of traffic generated impact upon traffic circulation in the area.
- c. Adequate off-street parking shall be provided to serve the temporary use. Temporary Uses shall not displace the required off-street parking spaces or loading areas of the principal permitted use(s) on the site. Sales and display areas shall be designed to prevent traffic hazards and nuisances to normal traffic patterns and internal circulation for the site.
- d. Structures and display areas shall comply with primary setback requirements for the zoning district. The items shall be displayed so as to not interfere with the sight triangle of the intersection of the curb line of any two streets or a driveway and a street. Display of items or conducting business in a public right-of-way, emergency access lane or fire lane is not permitted.
- e. Unless specifically stated, only one Temporary Use Permit shall be issued for a parcel at any given time.
- f. The period of time between Temporary Use Permits on a parcel shall be **thirty (30) days** ~~three (3) months~~ (expiration date and new issue date). This restriction shall not apply to real estate development and construction related temporary uses.
- g. Recreational Vehicles shall not be ~~permitted~~ **used** as a temporary use or as part of a temporary use.

- h. Overnight camping in RVs, tents or campers is not permitted as part of a temporary use.

TEMPORARY RETAIL SALES RELATED

Fireworks Stands

Fireworks Stands are permitted in LC and GC zoning districts only for up to 45 days per calendar year. A maximum of one (1) structure, not to exceed 120 square feet in area, shall be allowed. The structure must be portable and completely removed at the end of the permit period. Any sale of fireworks shall be regulated in accordance with NCGS 14-410 and 14-414 and NC Fire Code (2009 Edition) Section 3308.11.

Seasonal Sale of Agriculture Products (Includes Christmas Trees and Pumpkins)

Seasonal Sales permitted in OI, LC, GC and LI zoning districts only. Limited to a period of time not to exceed four (4) consecutive months per calendar year. A maximum of one (1) building or display booth shall be allowed and may cover a maximum of 400 square feet. Display area shall not interfere with emergency ingress/egress or with required parking. The structure must be portable and completely removed when the permit expires.

Itinerant Merchants

The sale of food, beverages, or merchandise from a stand, motor vehicle or from a person may be allowed in the LDR, MDR, HDR, LC and GC zoning districts at existing business sites. Temporary stand, vehicle, display area, etc. shall not interfere with emergency ingress/egress, sight triangles or required parking. The permit shall be limited to a period not to exceed ninety (90) continuous days per calendar year at a given location. The 90 days starts at date of issue and does not exclude days that the vendor is not on site.

Promotional Activities Involving the Display of Goods or Merchandise

Such activities may be conducted at a business for a period of not more than fifteen (15) consecutive days. Merchandise and display area shall not interfere with emergency ingress/egress, sight triangles or required parking. If a private sidewalk or pedestrian way in front of the building is used for display of merchandise, a minimum width of four (4) feet must remain unobstructed for pedestrian use. A Temporary Use Permit for promotional activities may be renewed four times during any calendar year, for a maximum of 60 days per calendar year. **New Recreational Vehicles for sale as part of promotional displays are permitted.**

REAL ESTATE DEVELOPMENT AND CONSTRUCTION RELATED

Contractor Office, Construction Equipment Storage

Accessory to an active Construction Project, permitted in any zoning district. Placement of such temporary use is limited to a period of time determined by an estimated project completion date. The permit may be extended for up to one year if approved by the Administrator. A construction trailer or modular unit may be used as a contractor's office or

for the storage of equipment or materials. In the event that multiple builders are involved in a new construction project, one construction trailer or temporary modular unit may be permitted per builder for office or for storage. All temporary buildings and trailers shall be completely removed from the site within thirty (30) days of the Certificate of Occupancy being issued for the project.

Real Estate Sales Office in a Construction Trailer or Temporary Modular Unit, Residential Projects

Temporary structures, construction trailers or temporary modular units may be used as real estate sales offices in any active residential construction project for the sale of units within that project only. In the event that multiple builders are involved in a new construction project, one construction trailer or temporary modular unit may be permitted as a sales office per builder. Each individual trailer or modular unit shall be located on an individual lot. In no case shall multiple permits be issued for the same Parcel Identification Number (PIN). The permit shall be valid until the project is complete. All temporary structures shall be removed within 30 days of final sale.

Real Estate Office in Model Home

Accessory to construction of a new residential development. Model homes must be located on individual parcels. Limited to a period of time not to exceed one year with the option of an extension of up to one year if approved by the Administrator.

Real Estate Office in a Construction Trailer or Temporary Modular Unit, Commercial or Mixed Use Projects

Temporary structures, such as construction trailers or temporary modular units, may be used as real estate sales offices in any active commercial or mixed use construction project for the sale or leasing of units within that project only. In the event that multiple builders are involved in a new construction project, one construction trailer or temporary modular unit may be permitted as a sales or leasing office per builder. All temporary structures shall be removed within 30 days after final sale.

Temporary Dwelling for Large Construction Projects

During the active construction period (after a building permit has been issued) projects involving a non-residential use or a residential development with building permit(s) for more than 50 units at any one time, one (1) single section manufactured home may be allowed on the same property to be used as a temporary residence by a night watchman for a period not to exceed 12 months or the active construction period, whichever is less. The temporary unit shall be removed from the site within 14 days of issuance of the Certificate of Occupancy for a non-residential structure or the occupancy of the first residential unit if within a residential development.

Temporary Residence in Manufactured Home During Construction of New Home on Same Site

In the event that a new single-family home is being constructed on a parcel where a manufactured home currently exists in the AO, CR, LDR, MDR and HDR zoning districts, the manufactured home may remain for the duration of the building process for the new home. The manufactured home shall be removed within 30 days of the date of the last final inspection, as required by North Carolina Building Codes. In no case shall the new home and manufactured home be occupied at the same time.

OTHER TEMPORARY USES

Auction, Estate or Asset Liquidation

Estate or asset liquidation auctions are permitted in any zoning district for a period not to exceed three (3) days. Patron parking shall be located so as to not interfere with neighborhood traffic and so that emergency access is maintained for the street right-of-way and to the auction site.

Auction, Livestock

Livestock auctions are permitted in the AO, CR, MDR or LDR zoning districts at existing agriculture sites for a period not to exceed three (3) days. Patron parking shall be located so as to not interfere with traffic and so that emergency access is maintained for the street right-of-way and to the auction site. If used, temporary holding pens shall be located a minimum of one hundred and fifty (150) feet from any adjacent residentially used or zoned property.

Event with Tent or Other Temporary Structure

Events in a tent or other temporary structure may be allowed in any non-residential zoning district for a period not to exceed sixty (60) days. The tent or temporary structure shall be removed within 48 hours of the end of the event. **Note: Depending on the expected number of patrons, additional information may be required related to traffic and public safety prior to this type of permit being issued.**

FEMA Trailers, Natural Disaster or Significant Weather Event

FEMA Trailers may be used as temporary housing in any residential zoning district following a natural disaster or significant weather event. Should a non-conforming residential use exist at the time of a natural disaster or significant weather event in a district other than residential, a FEMA trailer may be used as temporary housing in that zoning district. FEMA Trailers shall be removed within 90 days of completion of new construction.

Mobile Personal Storage Unit, Vacate or Occupy Premise

One personal mobile storage unit permitted per parcel in any zoning district. The unit may be stored on site for up to 30 days to allow the current owner or tenant to vacate the premises or to allow a new owner or tenant to occupy the premises. In no case shall this type of unit be permitted or used for permanent storage on a site.

Mobile Personal Storage Unit, Renovation

One personal mobile storage unit permitted per parcel in any zoning district. The unit may be stored on site for up to 90 days to allow for temporary storage during renovation or remodeling projects. In no case shall this type of unit be permitted or used for permanent storage on a site.

Dumpsters, Commercial Waste Containers

One commercial waste container or dumpster permitted per parcel in any zoning district. The unit may remain on site for a maximum of 90 days to allow for remodeling, construction or debris removal projects. At no time shall debris be permitted to accumulate beyond the container rim. In no case shall this type of unit be permitted or used for permanent waste disposal on a site.

TEMPORARY SIGNS

Temporary Construction Sign

One sign permitted per site not exceeding 32 square feet in area per face. Such signs shall not be erected prior to preliminary plat approval when the development is subject to Cabarrus County Subdivision Regulations. When the project is not under such regulation, the letting of contracts will be the point in time at which such signs may be posted. Signs shall be located outside of the right-of-way and any applicable sight triangle(s). The sign shall be removed within 14 days of the issuance of a Certificate of Occupancy for commercial projects or the final sale for residential projects.

For Profit Temporary Sign

One sign permitted per business not to exceed 16 square feet to advertise sales, special events, grand openings, store closings, etc. Sign shall not be illuminated and shall be mounted flush against the building wall. The permit may be issued for a maximum of 15 days and may be issued up to four times a year. Sign shall be removed on the expiration date of the permit.

Temporary Agricultural Sign (Seasonal Sales on Site)

A temporary agricultural sign does not require a sign permit. However, the sign must meet the following standards:

- Shall not exceed sixteen (16) square feet
- Shall not exceed four (4) feet in height
- Shall not be illuminated

The sign shall be erected no sooner than one (1) week prior to the beginning of the harvest season and must be removed immediately upon the end of the harvest season.

Events Which Include Public Assembly

For events that include public assembly, applicants shall be required to submit a summary of the event and include the following preliminary information:

- **Property address**

- Type of use proposed
- Site diagram showing parcel boundary and setbacks
- Parking/circulation preliminary plan
- Duration of event (including set up and take down)
- Whether there will be tents/temporary structures/stages constructed
- Whether or not food vendors will be on site
- Whether or not alcohol will be allowed on site
 - Note: alcohol sales are not permitted
- Expected attendance numbers for event per day

Once the summary has been submitted, staff will review the information and a pre-planning meeting with the appropriate agencies will be scheduled. Example agencies include, but are not limited to, the Cabarrus County Fire Marshal's Office, Volunteer Fire Departments, Emergency Management, Emergency Medical Services, the Cabarrus County Sheriff's Office, Zoning, Construction Standards, Cabarrus Health Alliance and the North Carolina Department of Transportation.

If the applicant proceeds with the proposed event following the pre-planning meeting, a full application shall be submitted to zoning for routing to the various agencies. The application shall include the following information:

- Type of use/activities proposed on site
- Staffing for event
- Parking/circulation and traffic control plan (including proposed signage)
- Site diagram showing parcel boundary and setbacks
- Duration of event (including set up and take down) and hours of operation
- Types and numbers of tents and/or temporary structures
- Expected attendance numbers for event per day
- Types of vendors that will be on site
- Security plan (if required, determined at pre-planning meeting)
- Weather plan (if required, determined at pre-planning meeting)
- Emergency medical plan (if required, determined at pre-planning meeting)
- Any other applicable requirements from the North Carolina State Fire Prevention Code
- Copy of letter to adjacent property owners (if in residential district)
- Copy of list of adjacent property owners (if in residential district)
- Copy of letter(s) from property owner(s) for use of a private street or driveway (if applicable)

The following additional standards shall apply for all special events that include public assembly:

- a. More than one temporary use permit may be issued per parcel for these events. It is the responsibility of the property owner to ensure that the proper permits have been procured by vendors, merchants, promoters, etc.

- b. For events proposed in residential zoning districts, the applicant shall notify each adjacent property owner of the proposed event by US mail. Said notification shall include a description of the event, including any expected changes in traffic patterns (if applicable) and contact information for the applicant, or an appropriate designee. A copy of the letter and a list of property owner mailing addresses shall be provided as part of the application.
- c. Prior to zoning permitting, applicant must provide a copy of approved sound amplification permit from the Cabarrus County Sheriff's office if such permit is required.
- d. Customary signage for the event and for participating vendors shall be permitted on-site as part of the Temporary Use Permit. A separate temporary use permit for signage shall not be required.
- e. The parcel must have frontage on, or have direct access to, a NCDOT maintained road or a privately maintained street. Proposed access points on NCDOT roads must be approved by NCDOT. In the event that a privately maintained street is used to gain entry to the site, the applicant shall provide notarized documentation from the private street owner(s) that access to the site for the proposed event is permitted.

Amusement Events Enterprise

Carnivals, circuses, fairs, festivals and amusement rides may be allowed in any non-residential zoning district for a period not to exceed fifteen (15) days, up to 4 times per calendar year on the same parcel. This classification excludes events conducted in a permanent entertainment facility.

Foot Race, Trail Race

Foot and Trail races, may be allowed in any non-residential zoning district for a period not to exceed seven (7) days, up to four (4) times per calendar year on the same parcel. These types of events are also allowed in the AO or CR zoning districts on farm properties. These events may occur up to two (2) times per calendar year on the same parcel and shall not exceed five (5) days.

Festivals, Music

Music Festivals may be allowed in any non-residential zoning district, for a period not to exceed ten (10) days, up to four (4) times per calendar year on the same parcel. These types of events are also allowed in the AO or CR zoning districts on farm properties. These events may occur up to two (2) times per calendar year on the same parcel and shall not exceed five (5) days.

Festival, Craft or Art

Craft or Art Festivals may be allowed in any non-residential zoning district, for a period not to exceed ten (10) days, up to four (4) times per calendar year on the same parcel. These types of events are also allowed in the AO or CR zoning districts on farm properties. These events may occur up to two (2) times per calendar year on the same parcel and shall not exceed five (5) days.

Special Events and Activities on Public Property

Special events and activities conducted on public property, such as school sites and public parks, shall be exempt from the provisions of this Section of the Ordinance but must comply with any guidelines, regulations and permitting processes required by the Authorizing Agency.

Similar and Compatible Uses Not Specified

If a particular temporary use is not listed in the Ordinance, the Administrator shall have the authority to grant a temporary use permit for a "similar and compatible use". Similar and compatible uses not specified are those uses which are similar and compatible to those allowed as temporary uses in this section. Determination of what constitutes similar and compatible shall be made by the Administrator. The applicant shall provide the following preliminary information for consideration (as applicable): type of use, number of employees, staffing for event, parking/circulation, hours of operation, general site description (include diagram), and duration of operation. Once this information is submitted, depending on the nature of the proposed use and whether or not it includes public assembly, additional information may be required. Please see the beginning of this section for the type of additional information that may be required.

If the Administrator determines that the use is not similar and compatible, the applicant may appeal the decision to the Planning and Zoning Board of Adjustment in accordance with Chapter 12.

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The sign shall be erected no sooner than one (1) week prior to the beginning of the harvest season and must be removed immediately upon the end of the harvest season.

draft to BOS

Memo

To: Cabarrus County Board of Commissioners
From: Susie Morris, AICP, CZO, Planning and Zoning Manager
CC: File
Date: 5/22/2014
Re: Proposed Text Amendments to Zoning Ordinance (TEXT2014-00004)

- Attached you will find proposed text changes to Chapter 7, Performance Based Standards, #67, Temporary Uses.
- The purpose of the changes to Chapter 7 is to clarify standards related to certain temporary uses and the use of recreational vehicles, the waiting period between temporary use permits being issued for the same parcel and to further clarify standards associated with temporary uses that include public assembly.
- Proposed deletions are in strikethrough text. Additions and corrections are in red text.
- The Planning and Zoning Commission voted unanimously on May 6, 2014, to forward the proposed amendments to the Board of Commissioners for final consideration.
- The proposed changes were also reviewed by the County Attorney, the Text Amendment Committee, Emergency Management and the Fire Marshal's Office.
- You will need to hold a public hearing for these amendments and vote on the proposed changes.

**AN ORDINANCE AMENDING THE CABARRUS COUNTY
ZONING ORDINANCE
TEXT2014-00004**

BE IT ORDAINED that the Cabarrus County Zoning Ordinance is hereby amended as follows:

The current Chapter 7 will be **REMOVED** and **REPLACED** with the amended Chapter 7, which includes revisions to #67, Temporary Uses.

REVISE the Table of Contents to correspond to text changes.

Adopted this _____ day of _____ by the Cabarrus County Board of Commissioners.

Elizabeth F. Poole, Chairman
Cabarrus County Board of Commissioners

ATTEST:

Megan I. Smit, Clerk to the Board



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**JUNE 2, 2014
4:00 P.M.**

AGENDA CATEGORY:

Budget Workshop - Continued Discussion Item

SUBJECT:

Finance - Presentation of County FY 2015 Budget Requests

BRIEF SUMMARY:

Staff will present the County FY 2015 budget request and respond to questions from the Board. Department heads will be available to address specific, department or program-related questions.

REQUESTED ACTION:

Receive input.

EXPECTED LENGTH OF PRESENTATION:

1 Hour

SUBMITTED BY:

Ann Wilson, Finance Director
Paarth Mehta, Budget Analyst

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- [Transportation FY 2015 Budget Request](#)
 - [Construction Standards FY 2015 Fee Change Request](#)
 - [Planning and Zoning FY 2015 Fee Change Request](#)
 - [Emergency Management FY 2015 Fee Change Request](#)
-

FY15 Transportation Budget Presentation

June 2, 2014



Attachment number 1

Federal Transportation Grants

- ▶ Map 21
 - Moving ahead for progress in the 21st Century
 - Federally-driven
 - specific guidelines for Transportation Grants
- ▶ “Large Urban”
 - New Cabarrus classification changes grant administration



Grants Impacted

- ▶ 5310 (EDTAP)
 - Expands Transportation Services for Seniors and Disabled

- ▶ 5316 (Job Access Reverse Commute)
 - Provides work transportation with fixed and deviated route system



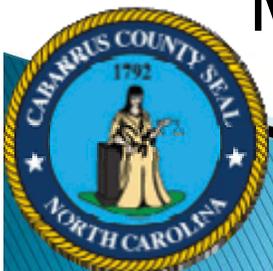
Adjustments

- ▶ Changing landscape
- ▶ Maximize service demand
- ▶ Limited funding streams



Plan Moving Forward

- ▶ **Reallocate**
 - 10 drivers from impacted grants to shared transportation routes
- ▶ **Maintain**
 - Cabarrus Vocations Trips
 - Current Aging Services
- ▶ **Reduce**
 - contracted transportation by increasing Medicaid trips with expanded capacity



Impact of Changes

- ▶ 5316 JARC Grant
 - No longer be available in FY16
- ▶ Proposed changes
 - Proactive
 - Efficient
- ▶ HCCBG Grant
 - Slight increase assist with senior trips
- ▶ Proposed plan
 - Maintains current level of Senior Service trips



Internal Restructuring

- ▶ Evaluated organization structure to maximize efficiency
- ▶ Consolidated motor fleet management with DSS facility fleet position
- ▶ Reduced FTE
- ▶ Eliminated Directors position with Human Service consolidation to streamline and focus on service, safety, and quality assurance



Major Expense Changes

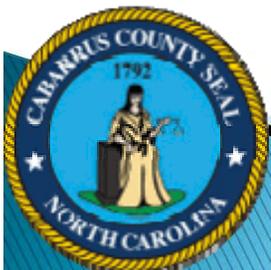
▶ Operations

- Due to non-eligibility for two grants in FY15, we are able to use our current drivers and maintain the same amount of FTE to provide better service to customers and rely significantly less on taxi services



Financial Information

Revenues:	FY 2014	% of	FY 2015	% of	Change
Grants	1,049,110	51%	856,674	46%	-192,436
Medicaid reimburse.	900,000	44%	900,000	49%	0
Program fees/other	90,380	4%	87,850	5%	-2,530
Total	\$2,039,490	100%	\$1,844,524	100%	\$-195,966
Expenses					
Salaries and benefits	1,403,236	50%	1,351,870	55%	-51,366
Operations	1,176,833	42%	856,825	35%	-320,008
Capital	210,510	8%	228,400	9%	17,890
Total	\$2,790,579	100%	\$2,437,095	100%	\$-353,484
Net County Cost	\$751,089		\$592,571		\$-158,518



Positions and Grants

	FY 2014	FY 2015
Full-Time Employee	34.50	33.50
Rural Operating Assistance Program (ROAP)	197,950	227,456
5311 Administration	294,256	286,182
5311 Capital	186,282	205,560
5310 Elderly and Disabled (EDTAP)	77,277	N/A
5316 Job Access Reverse Commute (JARC)	172,042	N/A
Home Community Care Block Grant (HCCBG)	121,303	137,476
Total	\$1,049,110	\$856,674



Single-Family Home (3365 square ft.)	Current permit Cost	2.5% increase	7% increase	10% increase	No. of trips (inspections required)	Total cost incurred to county for inspections	Hourly cost for inspections (including inspector, support staff, benefits, phones, vehicles, fuel, tools for inspections, code books, training, associated costs)
Building permit	\$554.00	\$567.85	\$592.78	\$609.40	9 trips	\$642.42	\$86.00
Plumbing permit	\$69.01	\$70.74	\$73.84	\$75.91	4	\$172.00	
Mechanical (heat and air) permit	\$97.85	\$100.26	\$104.69	\$107.63	3	\$229.33	
Electrical permit	\$56.65	\$58.06	\$60.62	\$62.32	2	\$172.00	
Total permit cost	\$777.51	\$796.95	\$831.94	\$855.26	-	\$1215.75	

Building permit inspections required: Footing inspection Foundation inspection Garage/basement slab inspection Framing inspection Waterproofing inspection Insulation inspection Behind tub insulation inspection Sheathing inspection Final inspection	Mechanical permit inspections required: Rough inspection Final inspection Pre-fab fireplace inspection
Plumbing permit inspections required: Rough inspection Final inspection Water line inspection Sewer line inspection	Electrical permit inspections required: Rough inspection Final inspection

***Average times and cost incurred to county per inspection by trade:**

Building inspection - 50 minutes (.83 hour x \$86.00 x 9 trips = \$642.42)

Plumbing inspection - 30 minutes (.50 hour x \$86.00 x 4 trips = \$172.00)

Mechanical inspection (heat and air) - 40 minutes (.66 hour x \$86.00 x 4 trips = \$229.33)

Electrical inspection - 60 minutes (1 hour x \$86.00 x 2 trips = \$172.00)

To maintain appropriate staffing levels and process inspections in a timely manner, Cabarrus County is proposing a 10% permit fee increase, and the minimum permit fee for any permit would be \$42.00.

PROPOSED CABARRUS COUNTY PLANNING AND ZONING DIVISION FEE SCHEDULE UPDATE

DRAFT DOCUMENT

	Current Cabarrus County Fee	Proposed Cabarrus Fee	NOTES	City of Statesville	Town of Huntersville	City of Concord	Iredell Co.	Stanly Co.
Single, Two Family structures and manufactured home zoning permit	\$50.00	\$75.00	Additional research required for property, zoning inspections performed for single family and required for manufactured homes	\$25	\$25	\$100+\$5 Tech Fee	\$77.25	\$50
Single Family attached/multi-family zoning permit	\$50.00 + \$5 per unit	\$75.00 + \$5 per unit	Commercial zoning inspections performed as part of permit	\$25	\$25	\$100+\$10.00/Unit +5% Tech Fee	\$77.25	\$50/dwelling unit
Residential Addition/Accessory structures zoning permit	\$50.00	\$50.00	Zoning inspection performed as part of permit	\$25	\$25	\$40+\$2 Tech Fee	\$77.25	\$50
Commercial, Institutional and Industrial zoning permit	\$100.00	\$125.00	commercial zoning inspections performed as part of permit	\$25	\$25	Commercial: \$300 or \$0.04/sf (whichever is greater) + 5% tech fee Industrial \$75 for 1st acre of impervious \$500 for every additional impervious acre \$100 for every pervious acre+5% tech fee	\$77.25	Commercial: \$50 up to 5,000 sf, \$100 for over 5,001 sf Industrial \$75 for up to 10,000 sf, \$15 for over 10,001
Temporary Construction Trailer	\$75.00		See Temporary Use			\$100+\$5 tech fee		
Temporary Use Permit	\$75.00	\$100.00	Inspections required to ensure compliance, often turn into enforcement actions once permit expires		\$25	\$100+5 tech fee		
Temporary Use Permit, Special Event		\$200.00	Pre-planning meeting required involving many agencies, plans have to be routed, Inspections required to ensure compliance					

PROPOSED CABARRUS COUNTY PLANNING AND ZONING DIVISION FEE SCHEDULE UPDATE

DRAFT DOCUMENT

	Current Cabarrus County Fee	Proposed Cabarrus Fee	NOTES	City of Statesville	Town of Huntersville	City of Concord	Iredell Co.	Stanly Co.
Home Occupation Permits	\$75.00	\$75.00		\$25	\$25	\$50+\$2.50 tech fee	-	\$35
Certificate of Occupancy-Non Residential	\$75.00	\$75.00						
Certificate of Occupancy-Residential	\$50.00	\$50.00						
Zoning Verification Letter	\$35.00	\$40.00	Increased research and site visits required to ensure compliance for banks and lenders.	\$25	\$25	\$50+\$2.50 tech fee	\$25	
Certificate of Non-Conformity Adjustment	\$50.00	\$50.00				\$400		
Permanent Sign	\$100.00	\$100.00		\$25	\$25	\$25+ 1.25 tech fee		\$10 + \$.50 per sf
Outdoor Advertising Sign (Billboard)	\$200.00	\$200.00	Remove from schedule					
Temporary Sign Permit	\$25.00	\$50.00	Often turn into enforcement actions when permit expires.	\$25	\$25	\$25+ 1.25 tech fee		\$15 for each posting and/or event
Site Plan Review (If a third submittal is required, an additional plan review fee will be assessed.)	\$225.00 + \$5 per acre	\$250.00 + \$5 per acre		\$300	\$450+ \$5/lot/unit		\$100	
Conditional Use Application	\$500.00 plus \$5 per acre	\$550.00 plus \$5 per acre	Cost of advertising has increased	\$600	Residential: \$200, Mixed use \$400, Commercial: \$600	\$600	\$500	\$100 +\$10 per acre over 5 Acres
Variance Application-Residential	\$450.00	\$500.00	Cost of advertising has increased	\$300	\$150	\$400	\$500	\$150

PROPOSED CABARRUS COUNTY PLANNING AND ZONING DIVISION FEE SCHEDULE UPDATE

DRAFT DOCUMENT

	Current Cabarrus County Fee	Proposed Cabarrus Fee	NOTES	City of Statesville	Town of Huntersville	City of Concord	Iredell Co.	Stanly Co.
Variance Application-Non-residential	\$550.00	\$600.00	Cost of advertising has increased					
Appeal of Administrator Decision/Interpretation Request	\$250.00	\$250.00		\$300	\$200	\$300		\$50
Septic Tank Application, Residential	\$40.00	\$40.00					\$500 or \$350 for Fast Track	
Septic Tank Application, Non-Residential	\$80.00	\$80.00						
Conveyance Plat	\$10 per new lot	\$15 for each new lot created	Increased coordination of review, increase in research required	\$100+\$1.00/lot	\$100		\$21 per page	\$25 + recording fees
Preliminary Plat Review - less than 50 lots	\$450	\$450 + Engineering Review Fees	County pays bill and finance bills developers, formalizes business process and reimbursement of fees	\$300+\$1.00/lot	\$450+5/lot/unit	Less than 2 acres \$100, 2-10 acres \$200, 10-25 Acres \$300, over 25 acres &400	\$200	\$150 per Review
Preliminary Plat Review – 50 or more lots	\$500 plus \$5 per lot for each lot over 50	\$500 plus \$5 per lot for each lot over 50 + Engineering Review Costs	County pays bill and finance bills developers, formalizes business process and reimbursement of fees		\$450+5/lot/unit	Less than 2 acres \$100, 2-10 acres \$200, 10-25 Acres \$300, over 25 acres &400	\$200	\$150 per Review
Preliminary Plat – Applicant Appeal to Elected Board	\$100.00	\$100 + Cost of noticing + advertising	Advertising fee exceeds current application fee	\$300				
Preliminary Plat – Minor Revision (No Planning and Zoning Commission hearing required)	\$250	\$250		\$50	\$200 +2.50/lot/unit		\$50	
Preliminary Plat – Major Revision-	\$450	\$450 + Engineering Review Fees	Formalizes business process, county pays bill and finance bills applicant for reimbursement					

PROPOSED CABARRUS COUNTY PLANNING AND ZONING DIVISION FEE SCHEDULE UPDATE

DRAFT DOCUMENT

	Current Cabarrus County Fee	Proposed Cabarrus Fee	NOTES	City of Statesville	Town of Huntersville	City of Concord	Iredell Co.	Stanly Co.
(Planning and Zoning Commission hearing required)								
Final Plat Review – Major Subdivision, if a third submittal is required, an additional review fee will be assessed	\$175 per map	\$175 per map		\$100	\$100	Less than 2 acres, \$80, 2-10 acres \$125	\$200	200.00 + recording fee
Final Plat Review - Minor Subdivision-If a third submittal required, additional review fee will be assessed	\$50 per map sheet	\$50 per map sheet		\$100	100		100	25.00 + recording fee
Letter of Credit Review	\$100 + Engineer's cost	\$125 + Engineering Review Fees	Increase in staff time working with developers, banks and county engineer on estimates and final letters of credit, formalizes business process, county pays bill and finance bills applicant for reimbursement				\$100	\$25
Letter of Credit Partial Release	\$100 + Engineer's cost	\$125 + Engineering Review Fees	Increase in staff time working with developers, banks and county engineer on estimates, inspection coordination and releases of work, formalizes business process, county pays bill and finance bills applicant for reimbursement				\$100	\$25
Extension Request for Preliminary Plat Approval	\$150	\$150				\$100	-	-
Sketch Plat Review	\$100	\$100		\$0	\$450 +\$5 per lot/unit	-	-	\$50

PROPOSED CABARRUS COUNTY PLANNING AND ZONING DIVISION FEE SCHEDULE UPDATE

DRAFT DOCUMENT

	Current Cabarrus County Fee	Proposed Cabarrus Fee	NOTES	City of Statesville	Town of Huntersville	City of Concord	Iredell Co.	Stanly Co.
Vested Rights Request	\$400	\$450	Research required to substantiate applicant claims, legal counsel involvement typically required, may require multiple P&Z meetings, advertising required	\$400		\$400	\$500	\$500
Vested Rights Extension	\$150	\$150 + cost of advertising	cost of advertising currently exceeds fee					
Rezoning Request- Residential - Less than 5 acres	\$400	\$400		\$500	\$520	\$400	\$500	\$100
Rezoning Request- Residential More than 5 acres	\$400 +\$5 per acre for each acre over 5 acres	\$400 +\$5 per acre for each acre over 5 acres		\$500	\$520	\$400	\$500	\$200 plus \$5 for every acre over 5 acres
Non-residential/Mixed Use	\$550 + \$5 per acre	\$550 + \$5 per acre		\$500	2 acres or less \$400, 5-10 acres \$700, 10 or greater, \$1270	\$400	\$500	
Conditional Use Rezoning Special Use	\$600 + \$5 per acre	\$600 + \$5 per acre		\$500	Residential \$705, Mixed Use of 2 acres or less \$550, 5-10 acres \$850, 10 or greater, \$1700. Commercial: 2 acres or less \$550, 5-10 acres \$800, 10 or greater, \$1700	\$400	\$500	
Rezoning or Conditional District Rezoning								
Re-advertising cost due to applicant action	\$200 or cost of advertisement if greater	Cost of advertisement + cost for noticing as required						

PROPOSED CABARRUS COUNTY PLANNING AND ZONING DIVISION FEE SCHEDULE UPDATE

DRAFT DOCUMENT

	Current Cabarrus County Fee	Proposed Cabarrus Fee	NOTES	City of Statesville	Town of Huntersville	City of Concord	Iredell Co.	Stanly Co.
Appeal of Planning and Zoning Commission Decision to BOC regarding Architectural Review	\$250.00	\$100.00 + cost of advertising	staff report, newspaper ad, staffing the meeting. These cases have to be handled as de novo request.					
Appeal of Planning and Zoning Commission Decision regarding Rezoning Request	NO COST AT THIS TIME	\$100.00 + cost of advertising and noticing	Staff report, second noticing, newspaper ad, staffing the meeting. These cases have to be handled as de novo request.	\$300		\$400		
Architectural Review (per plan submitted)	\$50	\$50				\$50 + 2.50 tech fee(for shopping centers)		
Special Planning and Zoning Meeting Request	NO COST AT THIS TIME	Basic fee for application type + noticing + cost of Planning and Zoning Commission stipend for meeting						
Protest Petition	\$250	REMOVE, only applies in cities or towns	Does not apply to County					
Street Name Change Petition (Privately Initiated)	Cost of advertising + cost of new street sign(s)	\$150.00 + Cost of advertising for public hearing + cost of new street sign(s) + cost of required mailing and notices	Application has to be processed, requires Approval by NCDOT Transportation Board, staffing 2 BOC meetings required, staffing neighborhood meeting (if needed), GIS information has to be updated, 911 System has to be updated.					\$200 plus replacement sign cost

PROPOSED CABARRUS COUNTY PLANNING AND ZONING DIVISION FEE SCHEDULE UPDATE

DRAFT DOCUMENT

	Current Cabarrus County Fee	Proposed Cabarrus Fee	NOTES	City of Statesville	Town of Huntersville	City of Concord	Iredell Co.	Stanly Co.
Street Closure, Right-of-Way Abandonment	No cost at this time	\$150.00 + Cost of Advertising + cost of required mailings and notices	Application has to be processed, requires Approval by NCDOT Transportation Board, staffing 2 BOC meetings required, staffing neighborhood meeting (if needed), GIS information has to be updated, 911 System has to be updated.			\$300	\$500	
Street Signs for New Streets	\$130 per sign	Fees as established by General Services to be paid by applicant						
Doubling of Fees	Where construction begins without the appropriate permits in place, costs shall be doubled for all permits and plan review							
Technology Fee	3% of total fees							
Recordation Fee for all Planning and Zoning Commission items requiring that documents be filed with the Register of Deeds	Fees as established by the office of the Register of Deeds to be paid by applicant							



CABARRUS COUNTY FIRE MARSHAL'S OFFICE
Schedule of Fees & Fines

	Current Amount	Proposed Amount
Blasting Permit (90 Day Duration Per Site)	\$ 150.00	
Carnivals & Fairs	\$ 150.00	
Covered Mall Buildings	\$ 150.00	
Exhibits & Trade Shows (Each)	\$ 100.00	
Explosive Storage	\$ 200.00	
Fire Alarm System Installation	\$ 150.00	\$ 180.00
Fire Pumps & Related Equipment	\$ 150.00	\$ 180.00
Firework Display(s): Indoor / Outdoor (Each Day)	\$ 200.00	
Firework Display(s): Pyrotechnic Special Effects Materials	\$ 200.00	
Fixed Extinguishing System Installation	\$ 150.00	
Fumigation & Thermal Insecticidal Fogging	\$ 150.00	
Liquid or Gas Fueled Vehicles or Equipment in Assembly Buildings	\$ 100.00	
Spraying & Dipping Operations	\$ 100.00	
Sprinkler System Installation	\$ 150.00	\$ 240.00
Standpipe System Installation	\$ 150.00	
Temporary Membrane Structures or Tents (Each)	\$ 25.00	
Under Ground / Above Ground Storage Tank Installation, Upgrade or Removal (Per Tank)	\$ 150.00	

Special Notes

- * System installation prior to plan review or permit issuance will result in fees doubled.
- * Systems considered life safety that are installed without a permit will result in a citation/fine being issued for \$250.00.
- * All permits listed are mandatory and are required to be issued under the most current edition of the International Fire Prevention Code, NC Amendments.

Additional Departmental Fees	Current Amount	Proposed Amount
Commercial Alarm System Permit	\$ 20.00	
Environmental Survey Fee	\$ 25.00	
Foster Care Inspection	\$ 25.00	
Group Home Inspection	\$ 25.00	
Hydrant Flow Test (Per Hydrant)	\$ 50.00	
Residential Alarm System Permit (Apartment - Single Unit)	\$ 10.00	
Residential Alarm System Permit (Apartment Complex)	\$ 20.00	
Residential Alarm System Permit (Single Family Dwelling)	\$ 15.00	
Residential Subdivision Plat Review (Third Review of the Same Property)	\$ 50.00	
ABC Permit (State License for Alcohol)		\$ 30.00
Plan Review (New Construction, Up-fit)		\$ 150.00
Plan Review (Multi Family New Construction)		\$ 50.00
Plan review Re-Submittal(Applies to New Const, Upfit & Multi Family Construction)		\$ 50.00
Re-inspeciton Fee (Thrid visit & each re-inspection after) for annual inspections only.		\$ 50.00

Special Notes

- * All alarm system permits registered under the *False Alarm Ordinance* shall be renewed annually.

Fines	Current Amount	Proposed Amount
All Open Burning Violations as described in Section 34-55 of the Fire Protection Ordinance (Each)	\$ 100.00	
Life Safety Equipment Installed Without Permit	\$ 250.00	
Life Safety Equipment Installed Without Plans	\$ 250.00	
Life Safety Violations of Chapter 10 (Exit Obstructions) as described in Section 34-55 of the Fire Protection Ordinance (Each)	\$ 250.00	Attachment number 4



CABARRUS COUNTY FIRE MARSHAL'S OFFICE
Schedule of Fees & Fines

	<i>Current Amount</i>	<i>Proposed Amount</i>
Occupying a Structure Without Certificate of Occupancy (Each Day)	\$ 250.00	
Violation of provisions set forth in the most current edition of the International Fire Prevention Code, NC Amendments	\$ 50.00	

Special Notes

* A delinquency charge shall be imposed at a rate determined by the fire code official for failure of payment based on provisions set forth in the Fire Protection Ordinance.



CABARRUS COUNTY

**BOARD OF COMMISSIONERS
WORK SESSION**

**JUNE 2, 2014
4:00 P.M.**

AGENDA CATEGORY:

Budget Workshop – Continued Discussion Item

SUBJECT:

General Budget Discussion (as needed)

BRIEF SUMMARY:

This is an opportunity for general budget discussion and to address any additional questions from the Board.

REQUESTED ACTION:

For discussion at the work session.

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Ann Wilson, Finance Director
Paarth Mehta, Budget Analyst

BUDGET AMENDMENT REQUIRED:

COUNTY MANAGER'S RECOMMENDATIONS / COMMENTS:



CABARRUS COUNTY

BOARD OF COMMISSIONERS REGULAR MEETING

**JUNE 16, 2014
6:30 P.M.**

CALL TO ORDER BY THE CHAIRMAN

PRESENTATION OF COLORS

BOY SCOUT TROOP 704
ROBERTA UNITED METHODIST CHURCH

INVOCATION

CHAPLAIN BERNIE LOOS
CABARRUS COUNTY SHERIFF'S DEPARTMENT

A. APPROVAL OR CORRECTION OF MINUTES

1. Approval or Correction of Meeting Minutes

B. APPROVAL OF THE AGENDA

C. RECOGNITIONS AND PRESENTATIONS

1. Active Living and Parks Department - Recognition of Perdue Farms
2. Active Living and Parks - Recognition of an Eagle Scout Project
3. EMS - Recognition for Achieving the 2014 Mission Lifetime Silver Level Award
4. Recognitions - Placeholder
5. Recognition of William J. Fox on His Retirement from Cabarrus County Emergency Medical Services

D. INFORMAL PUBLIC COMMENTS *(Each speaker is limited to 3 minutes)*

E. OLD BUSINESS

F. CONSENT AGENDA

(Items listed under Consent are generally of a routine nature. The Board may take action to approve/disapprove all items in a single vote. Any item may be withheld from a general action, to be discussed and voted upon separately at the discretion of the Board.)

1. County Manager - Approval of BB&T Resolution and Agreement for Deposit Account
2. County Manager - Participation in NCDOT Private Rail Crossing Closure
3. Finance- Proposed Funding for Kannapolis Middle School
4. Finance - CCS Request for a Budget Revision for the New Northwest Area Elementary School - \$337,000
5. Finance - Update of the Construction and Renovation Fund Budget and Related Project Ordinance for Public Safety Radio Replacements and Governmental Center Chiller Replacement
6. Finance - Update of the Construction and Renovation Fund Budget and Related Project Ordinance for RCCC Renovation Project
7. Finance - Update the Small Projects Capital Fund Budget and Related Project Ordinance for the Prime Farmland Project
8. Human Services - Review and Award Contract for Secondary Transportation Services
9. Human Services - Human Services Transportation Maintenance Contract
10. Tax Administration - Refund and Release Report - May 2014

G. NEW BUSINESS

1. Planning and Development - Proposed Text Amendment to Zoning Ordinance (TEXT2014-00004) - Public Hearing 6:30 P.M.
2. County Manager - Adoption of the FY 15 Cabarrus County Budget - Public Hearing 6:30 P.M.

H. APPOINTMENTS TO BOARDS AND COMMITTEES

1. Appointments and Removals - Cabarrus County Youth Council
2. Appointments - Cabarrus County Tourism Authority
3. Appointments - Cardinal Innovations Healthcare Solutions Community Oversight Board
4. Appointments (Removals) - Centralina Workforce Development Board
5. Appointments and Removal - Juvenile Crime Prevention Council (JCPC)
6. Appointments - Library Board of Trustees

7. Appointments - Nursing Home Community Advisory Committee
8. Appointments (Removals) - Public Health Authority of Cabarrus County
9. Appointments - Region F Aging Advisory Committee

I. REPORTS

1. County Manager - Monthly Reports on Building Activity
2. EDC - May 2014 Monthly Summary Report
3. BOC - Receive Updates from Commission Members Who Serve as Liaisons to Municipalities or on Various Boards/Committees
4. Request for Applications for County Boards/Committees

J. GENERAL COMMENTS BY BOARD MEMBERS

K. WATER & SEWER DISTRICT OF CABARRUS COUNTY

L. CLOSED SESSION

M. ADJOURN

IN ACCORDANCE WITH ADA REGULATIONS, ANYONE WHO NEEDS AN ACCOMMODATION TO PARTICIPATE IN THE MEETING SHOULD NOTIFY THE ADA COORDINATOR AT 704-920-2100 AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO THE MEETING.

Scheduled Meetings:

July 7	Work Session	4:00 p.m.	Multipurpose Room
July 21	Regular Meeting	6:30 p.m.	BOC Meeting Room
August 4	Work Session	4:00 p.m.	Multipurpose Room
August 18	Regular Meeting	6:30 p.m.	BOC Meeting Room

Mission: Through visionary leadership and good stewardship, we will administer state requirements, ensure public safety, determine county needs, and provide services that continually enhance quality of life.

Vision: Our vision for Cabarrus is a county where our children learn, our citizens participate, our dreams matter, our families and neighbors thrive, and our community prospers.

Channel 22 Broadcast Schedule

Cabarrus County Board of Commissioners' Meetings

The most recent Commissioners' meeting is broadcast at the following days

and times. Agenda work sessions begin airing after the 1st Monday of the month and are broadcast for two weeks up until the regular meeting. Then the regular meeting begins airing live the 3rd Monday of each month and is broadcast up until the next agenda work session.

Sunday - Saturday

1:00 P.M.

Sunday - Tuesday

6:30 P.M.

Thursday & Friday

6:30 P.M.



**CABARRUS COUNTY BOARD OF COMMISSIONERS
CHANGES TO THE AGENDA
JUNE 2, 2014**

SUPPLEMENTAL INFORMATION:

Discussion Items – No Action

- 3-1 Communications and Outreach – Presentation of 2014 Community Survey Results**
- **Presentation**

Cabarrus County

2014 Community Survey

Findings

Presented by
ETC Institute



June 2, 2014

Agenda

- **Purpose and Methodology**
- **Bottom Line Upfront**
- **Major Findings**
- **Conclusions**
- **Questions**

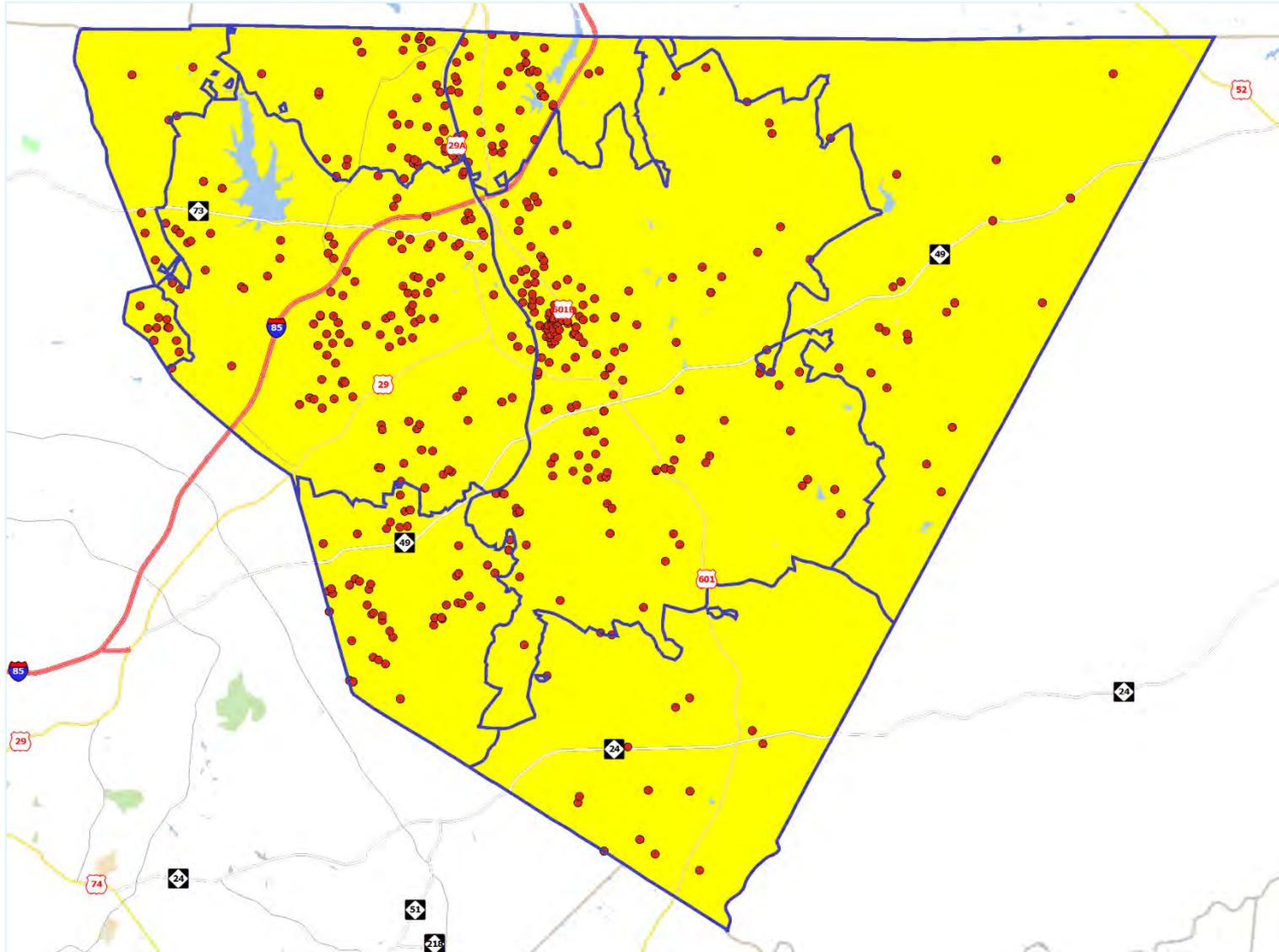
Purpose

- **To objectively assess resident satisfaction with the delivery of County services**
- **To measure trends from 2008 to 2014**
- **To gather input from residents to help set priorities for the County**

Methodology

- **Survey Description**
 - included many of the questions that were asked in 2008 and 2010
- **Method of Administration**
 - by mail, phone and online to a randomly selected sample of households
 - each survey took approximately 15 minutes to complete
- **Sample size:**
 - goal number of surveys: 400
 - goal was exceeded: 406 completed surveys
- **Confidence level: 95%**
- **Margin of error: +/- 4.8% overall**

Location of Survey Respondents



Bottom Line Up Front

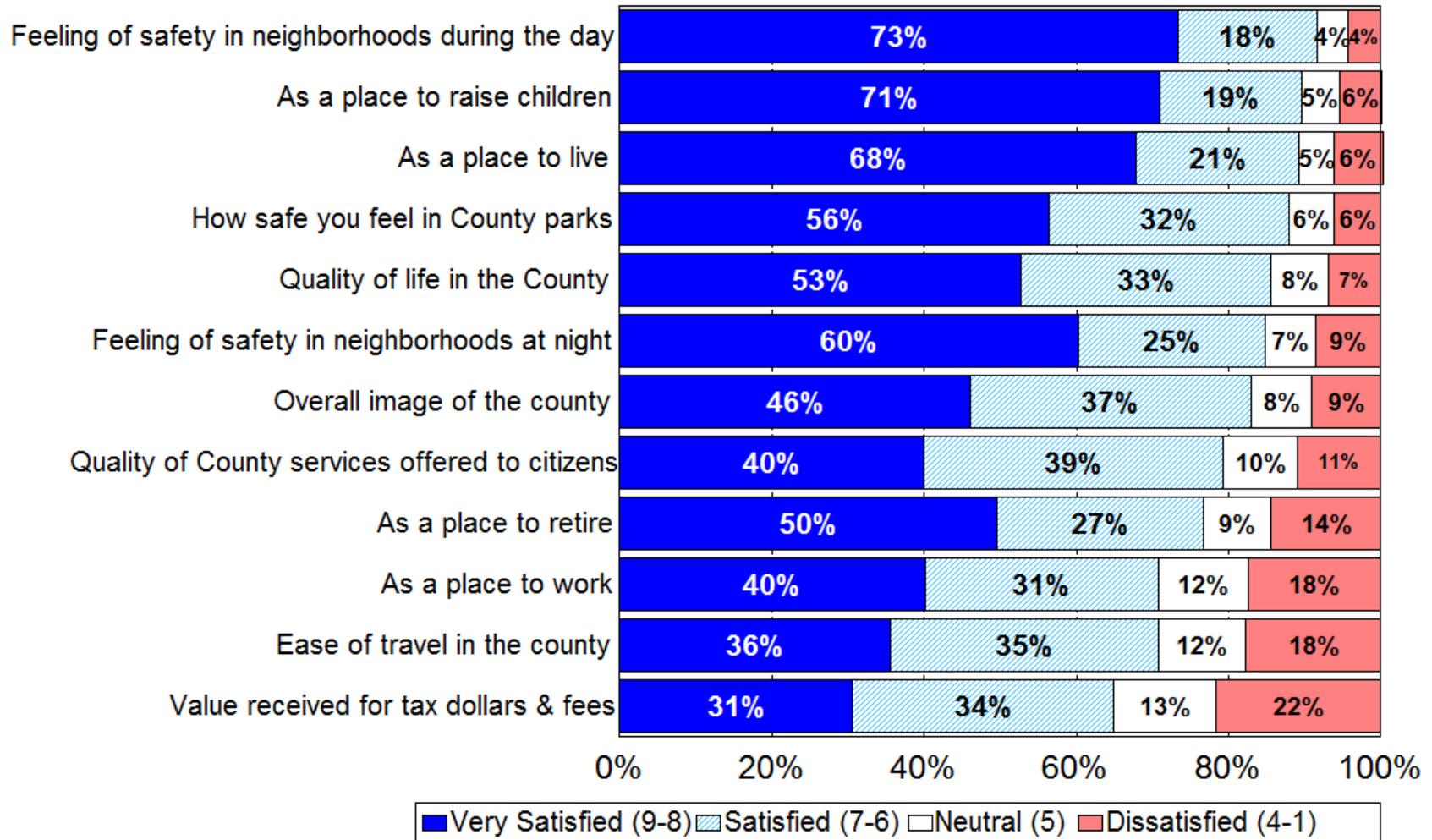
- **Residents have a positive perception of the County**
- **Overall satisfaction with county services is significantly higher in Cabarrus County than other communities**
 - The County rated above the national average in all 23 areas that were compared
 - The County rated significantly above the national average in 15 of the areas that were compared
- **Since 2008, Overall Satisfaction Has Increased in Most Areas that Were Assessed on the Survey**
- **Employment opportunities and economic development are high priorities for residents**

Major Finding #1

Residents Have a Positive Perception of the County

Q2. Satisfaction with Items That Influence the Perception Residents Have of the County

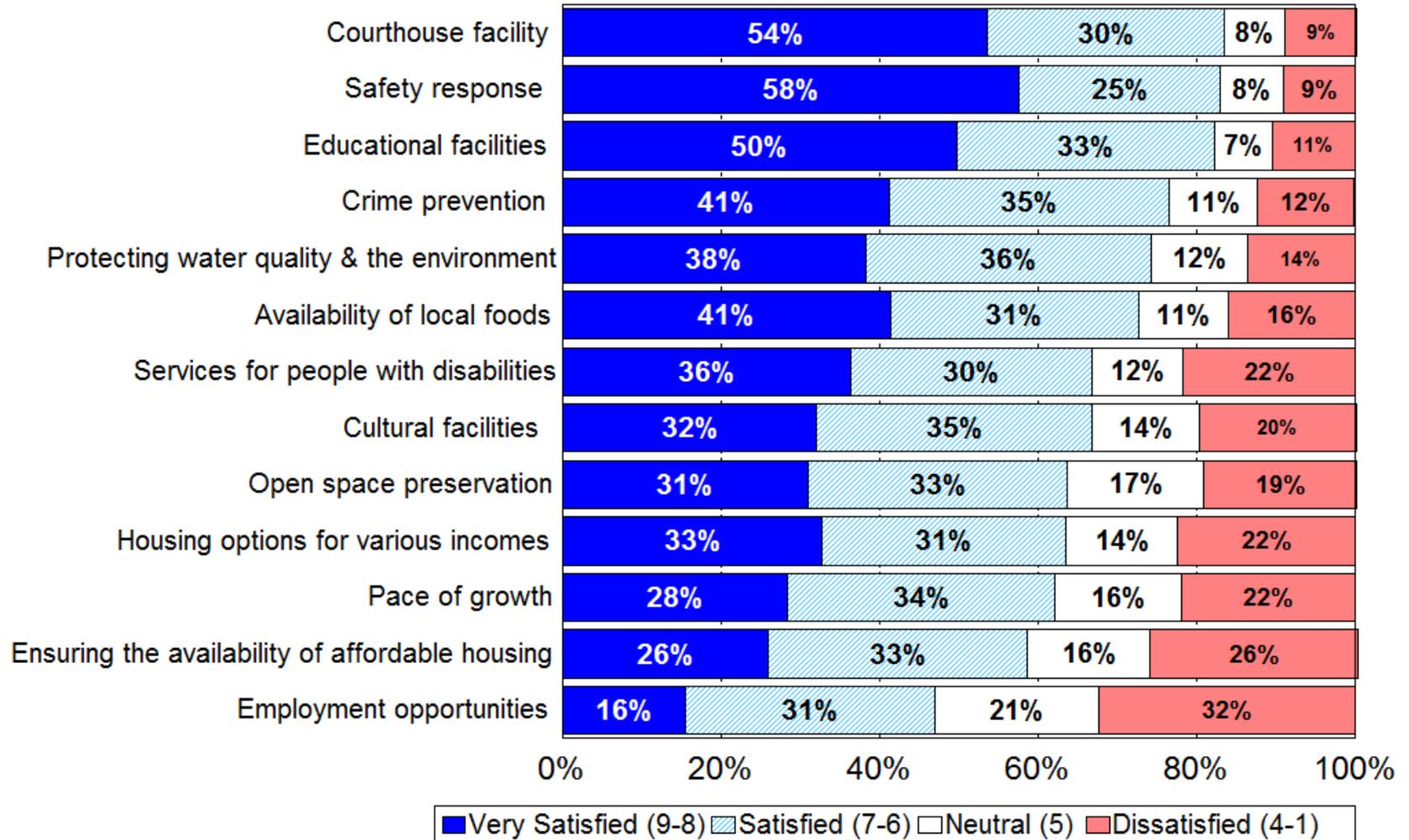
by percentage of respondents who rated the item as a 1 to 9 on a 9-point scale (excluding don't knows)



Most Residents Feel Good About the Quality of Life in Cabarrus County

Q1. Overall Satisfaction with Various Aspects of Living in Cabarrus County

by percentage of respondents who rated the item as a 1 to 9 on a 9-point scale (excluding don't knows)

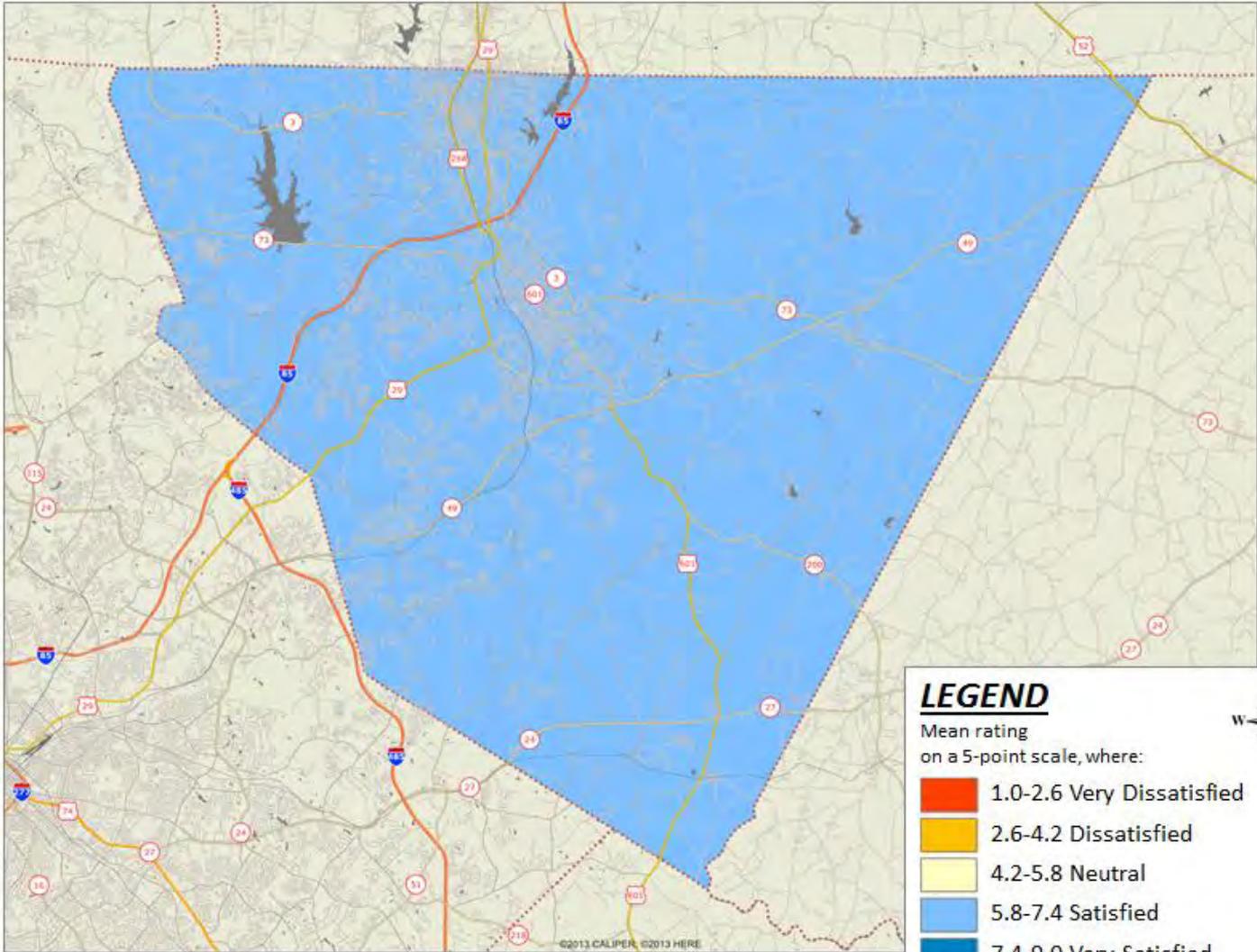


**Residents Were Satisfied With Most Areas that Were Assessed.
Residents Were Least Satisfied with Employment Opportunities.**

Major Finding #2

**Overall Satisfaction is High
in ALL Areas of the County**

Q2g Satisfaction with the Quality of County Services Offered to Citizens



2014 Cabarrus County Community Survey
 Shading reflects the mean rating for all respondents by ZIP Code (merged as needed)

LEGEND
 Mean rating on a 5-point scale, where:

- 1.0-2.6 Very Dissatisfied
- 2.6-4.2 Dissatisfied
- 4.2-5.8 Neutral
- 5.8-7.4 Satisfied
- 7.4-9.0 Very Satisfied
- Other (no responses)

Overall Satisfaction with County Services Is the Same in All Parts of Cabarrus County

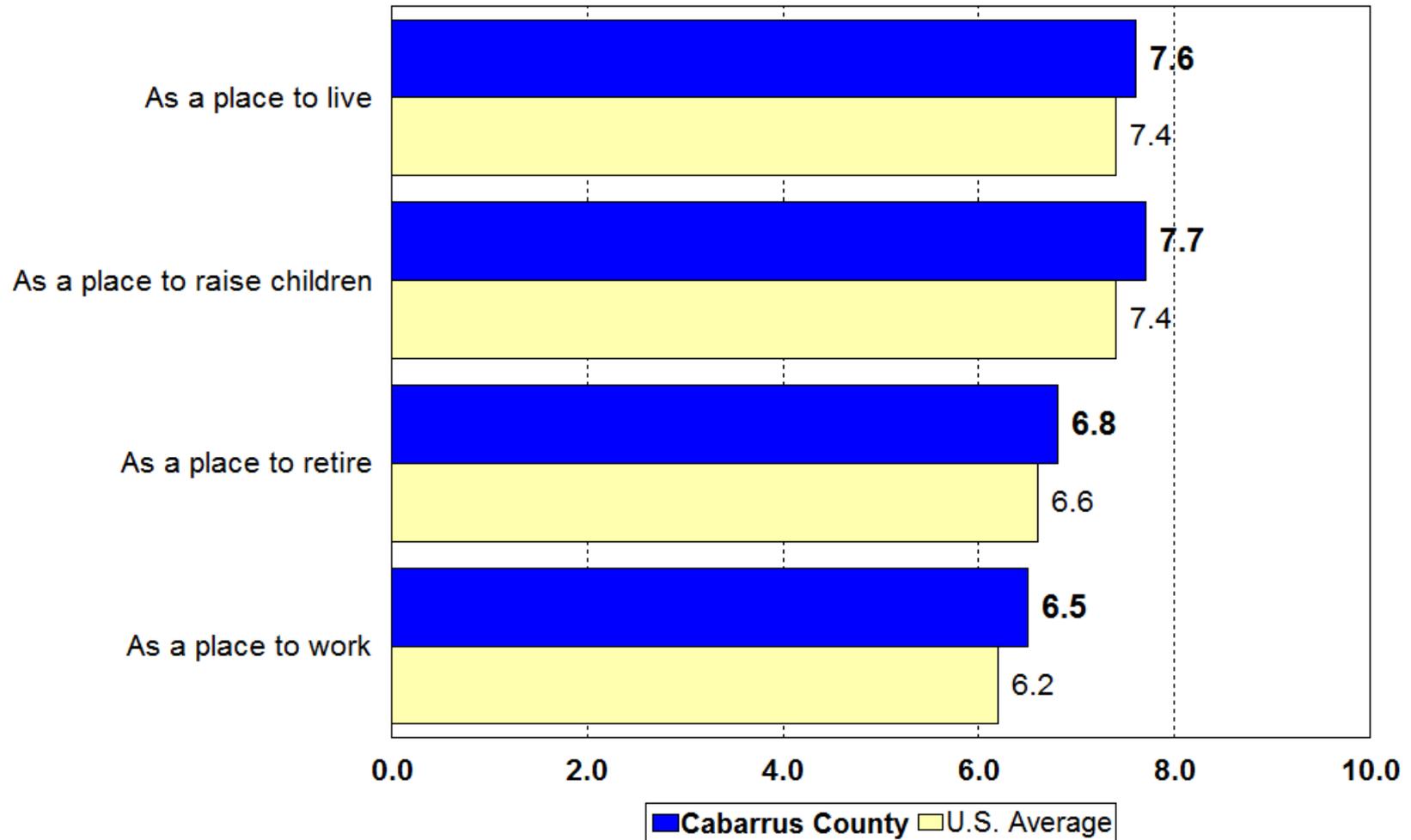
Major Finding #3

Satisfaction with county services is significantly higher in Cabarrus County than other communities

How Residents Rate Their Community

Cabarrus County vs. U.S.

Mean rating from all respondents on a scale of 1 to 9, where 9="very satisfied" (excluding don't knows)



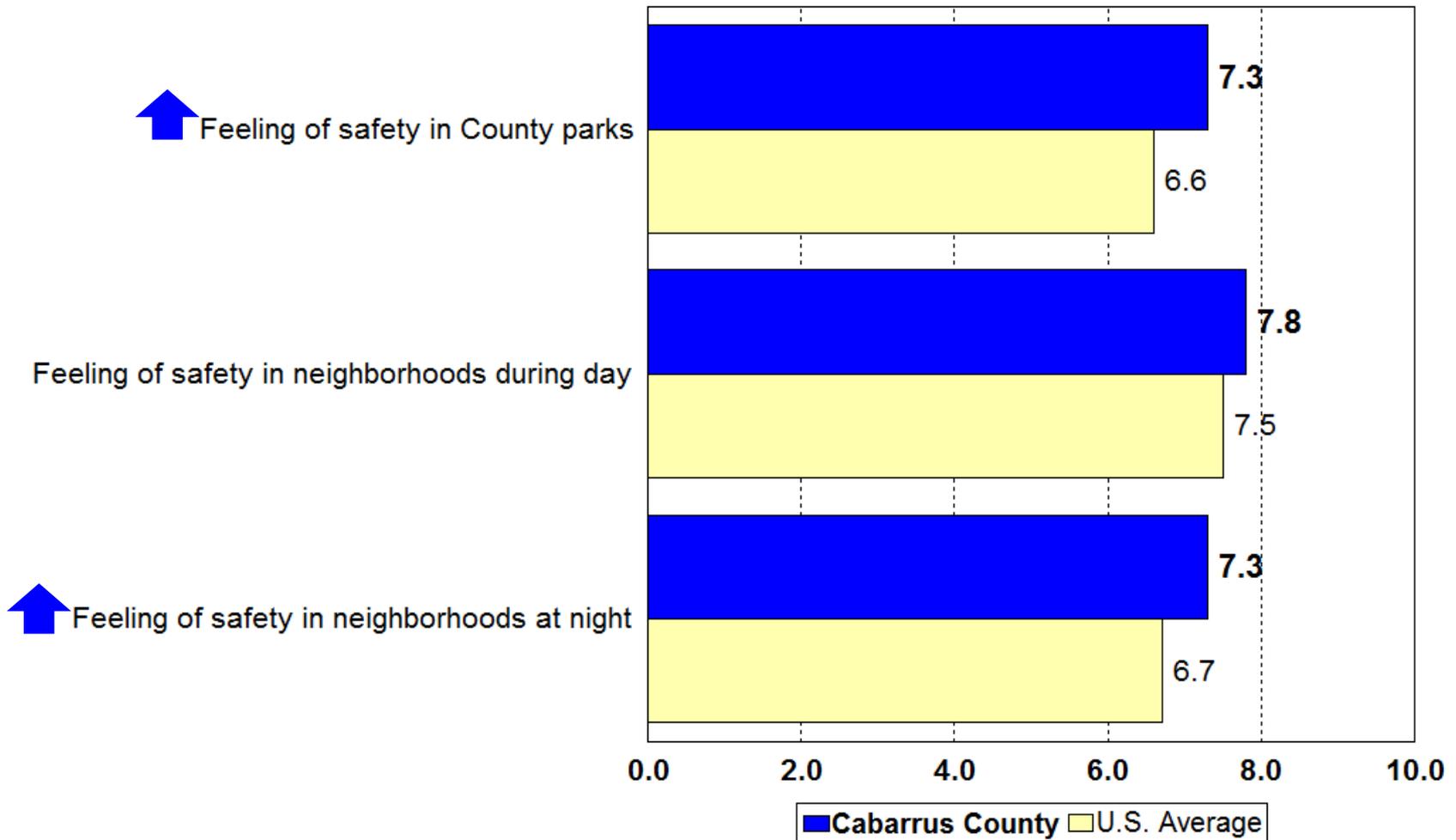
Source: 2014 ETC Institute

Significantly Higher: 

Significantly Lower: 

Perceptions of Safety Cabarrus County vs. U.S.

Mean rating from all respondents on a scale of 1 to 9, where 9="very satisfied" (excluding don't knows)



Source: 2014 ETC Institute

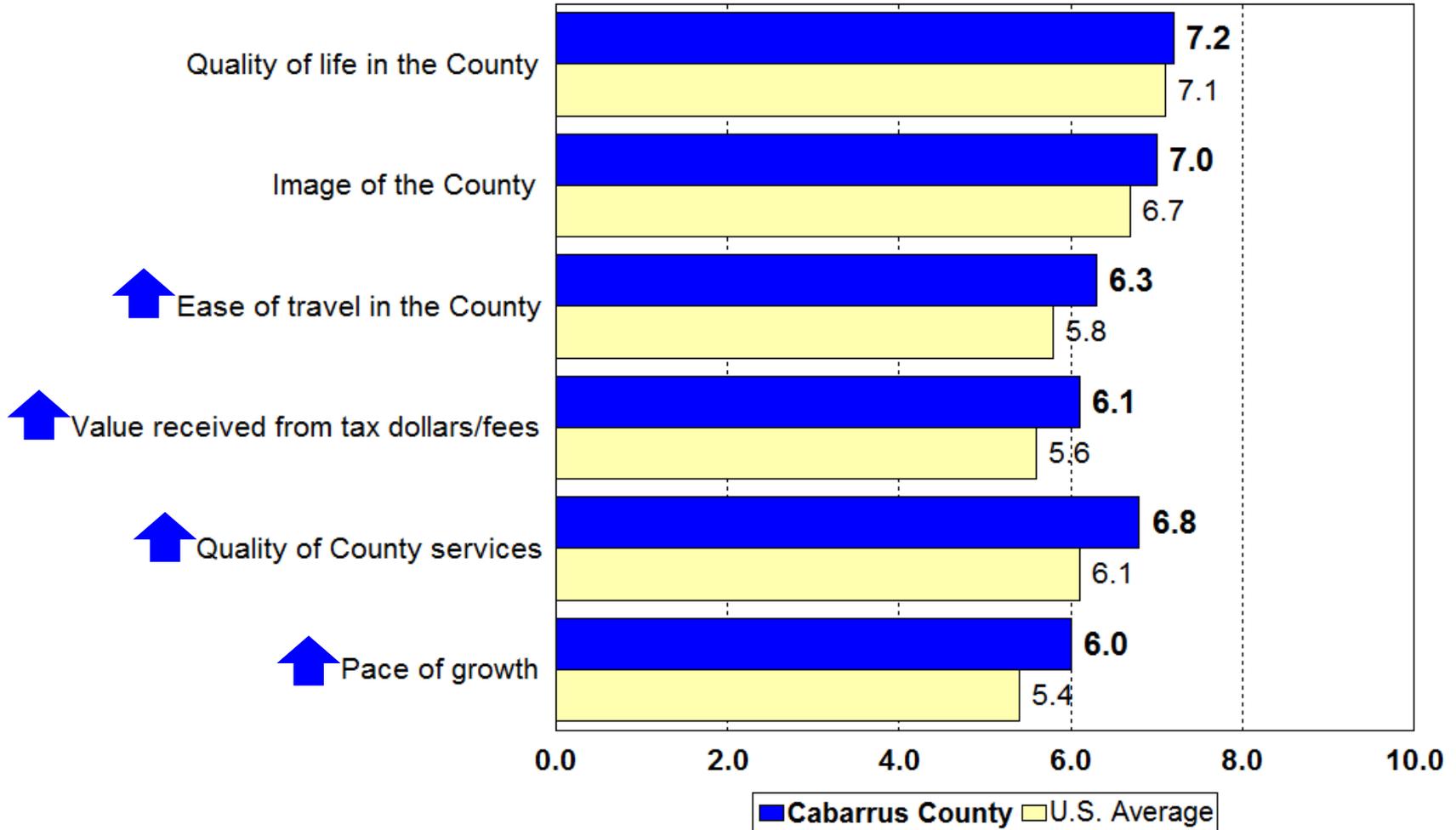
Significantly Higher: 

Significantly Lower: 

General Perceptions of the Community

Cabarrus County vs. U.S.

Mean rating from all respondents on a scale of 1 to 9, where 9="very satisfied" (excluding don't knows)



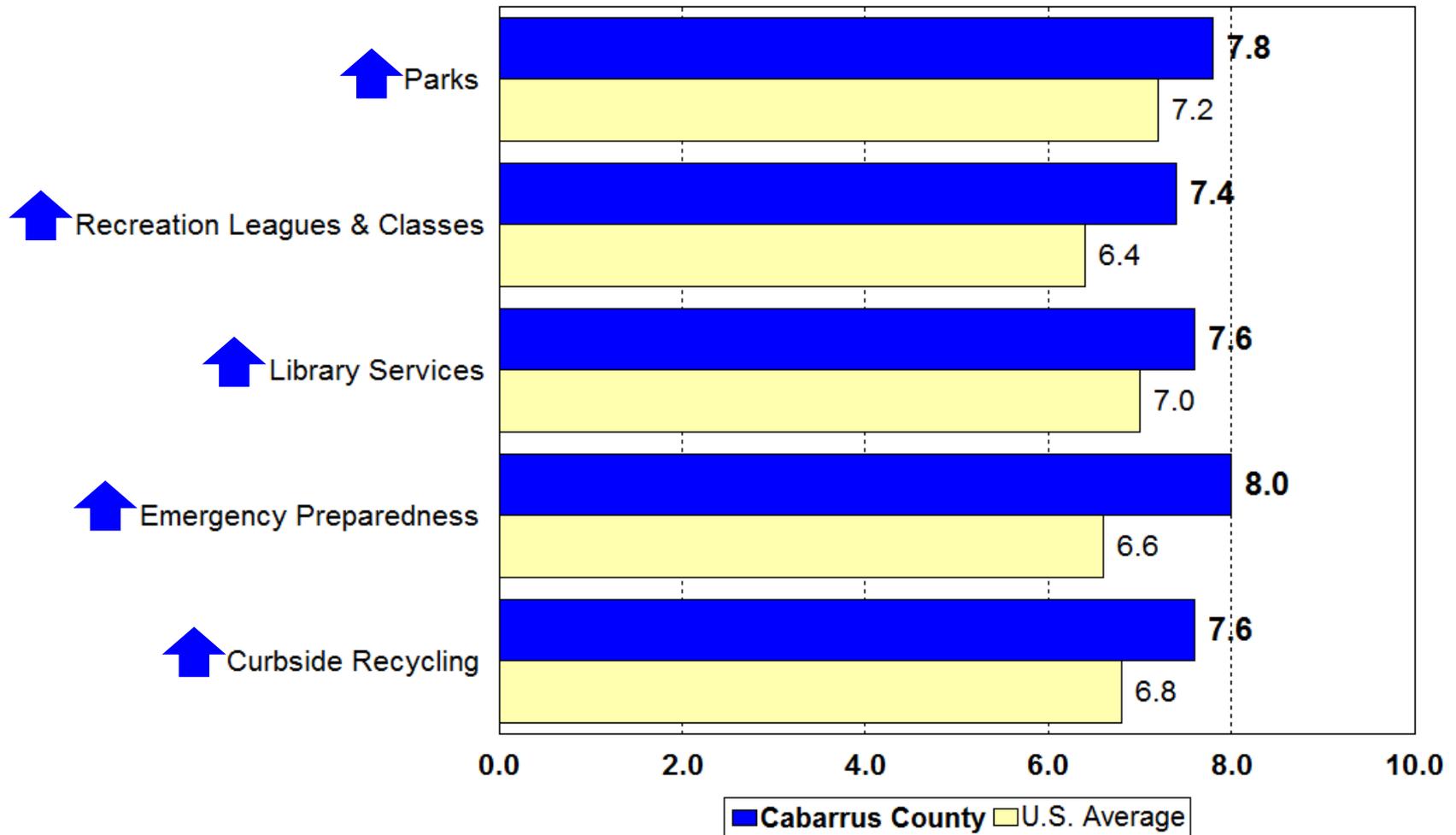
Source: 2014 ETC Institute

Significantly Higher: ↑

Significantly Lower: ↓

Importance of County Programs and Services Cabarrus County vs. U.S.

Mean rating from all respondents on a scale of 1 to 9, where 9="very important" (excluding don't knows)



Source: 2014 ETC Institute

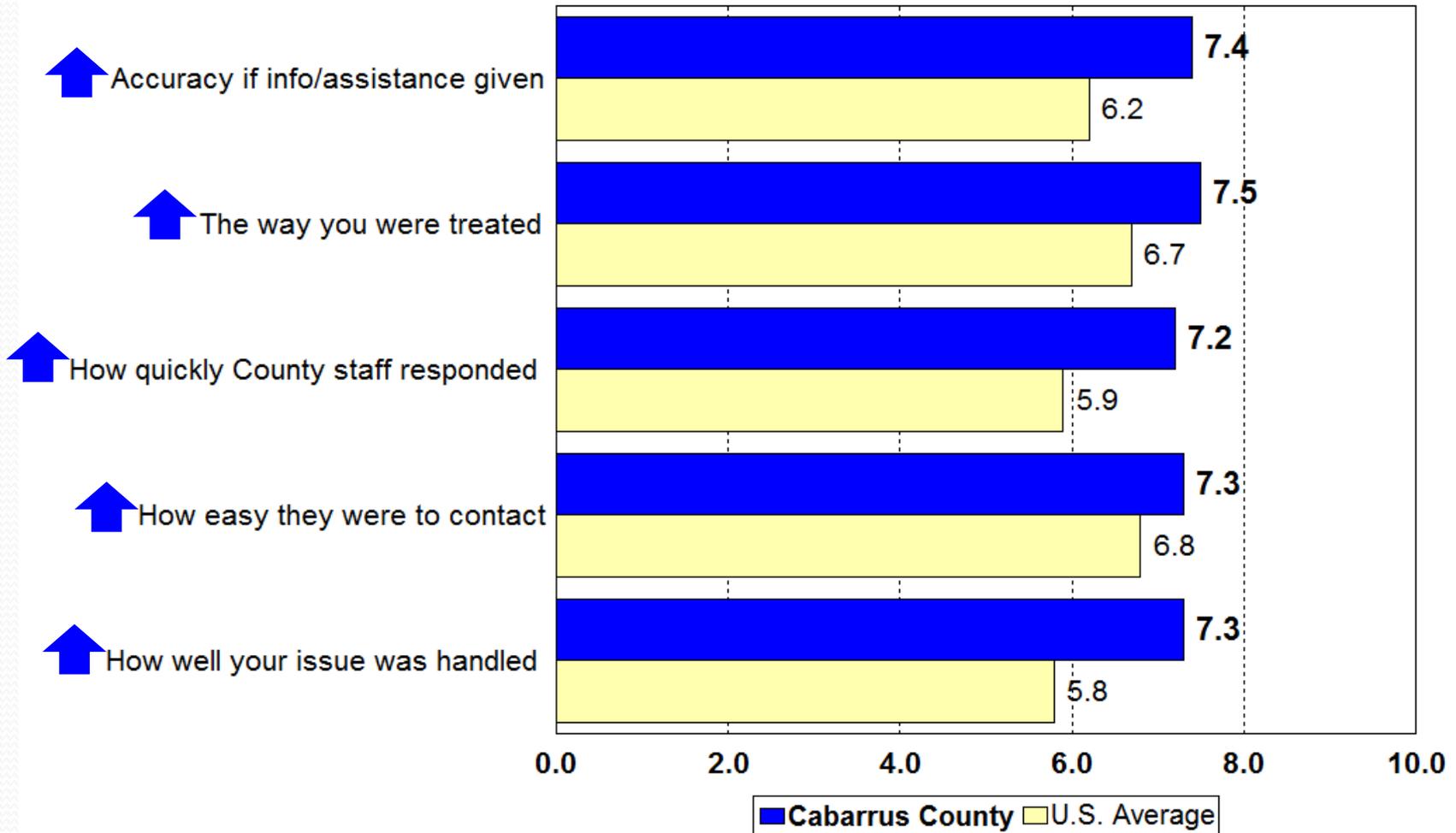
Significantly Higher:

Significantly Lower:

Satisfaction with Customer Service

Cabarrus County vs. U.S.

Mean rating from all respondents on a scale of 1 to 9, where 9="very satisfied" (excluding don't knows)



Source: 2014 ETC Institute

Significantly Higher:

Significantly Lower:

Major Finding #4

Since 2008, Overall Satisfaction
Has Increased in Most Areas
that Were Assessed on the
Survey

Long-Term Trends

Since 2008 the County's Ratings Have...

- INCREASED in 17 of 21 areas
- STAYED THE SAME in 2 of 21 areas
- DECREASED in 2 of 21 areas

Short-Term Trends

Significant Increases from 2010

- Employment opportunities
- Cabarrus County recreation leagues and classes
- Conservation easements
- Emergency preparedness
- Veteran services
- Transportation service for seniors/disabled
- Housing rehabilitation
- Tax relief exemptions
- Landfill/household hazardous waste center
- How well issues were handled by County employees

Short-Term Trends

Significant Decreases from 2010

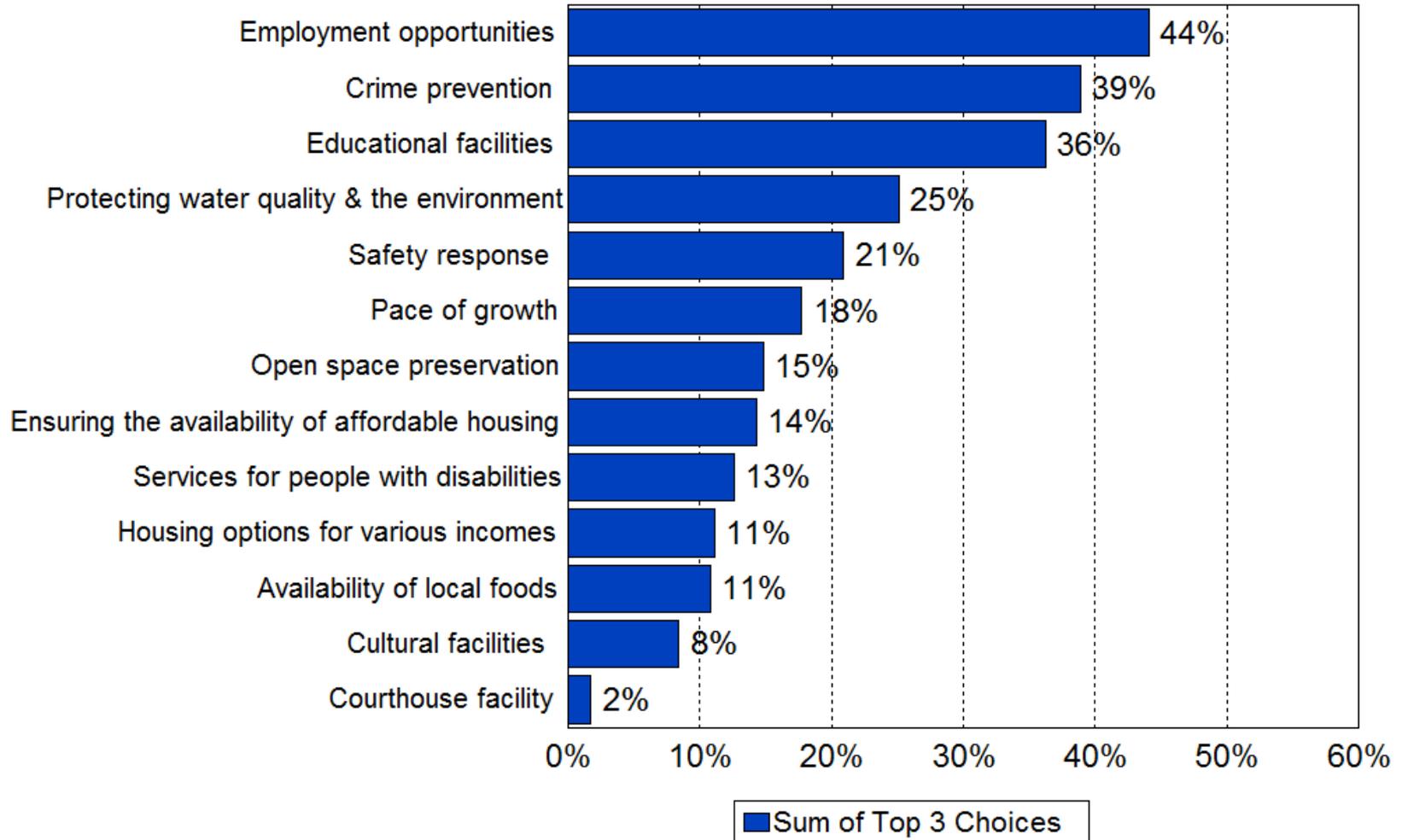
- Ease of travel in the County
- Cabarrus County Fair
- Children's programs

Major Finding #5

Highest priorities for
Residents

Q1a. Aspects of Living in Cabarrus County That Residents Feel Should Be Top Priorities for County Leaders

by percentage of respondents who selected the item as one of their top three choices

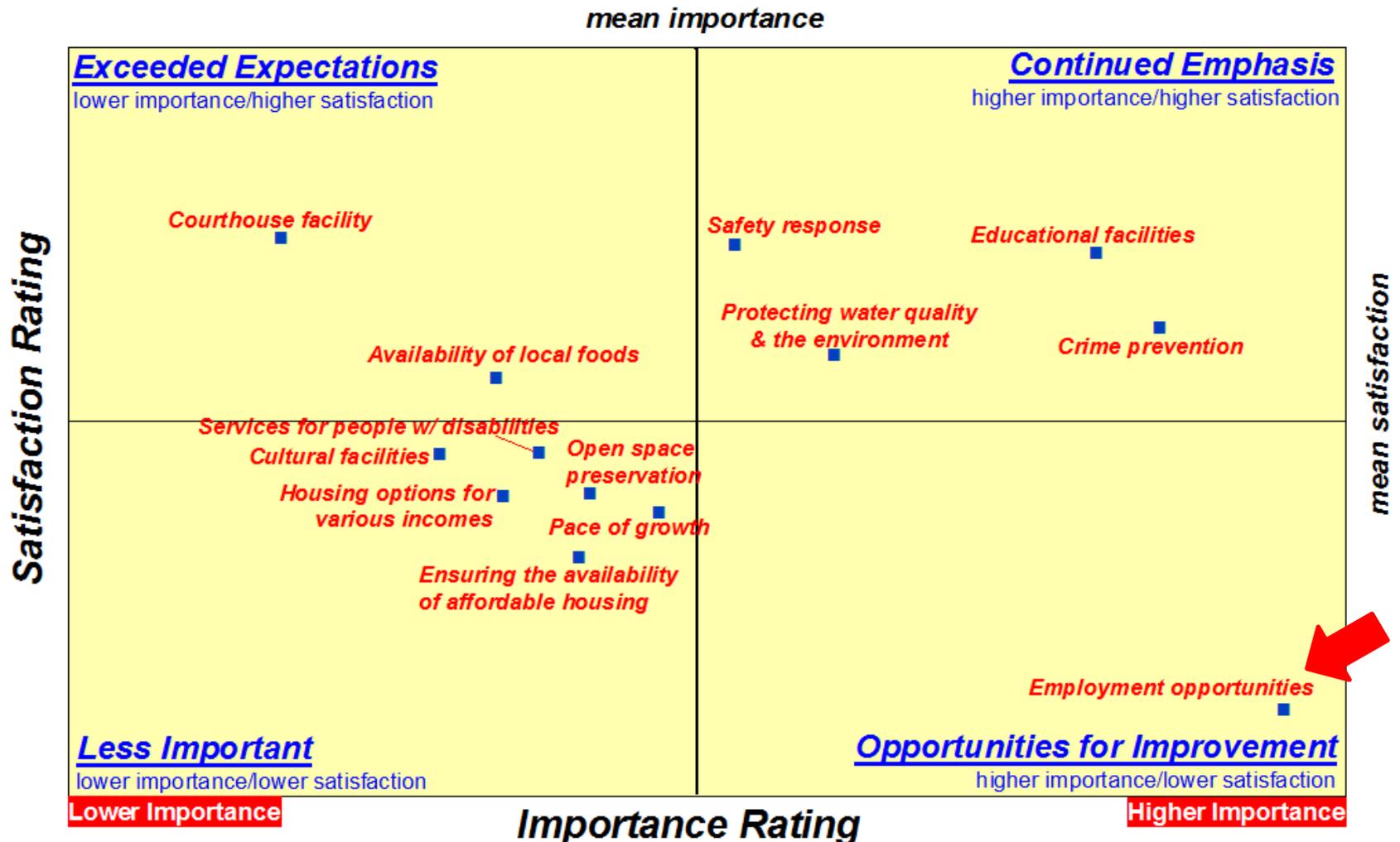


Source: 2014 ETC Institute

Cabarrus County 2014 Community Survey Importance-Satisfaction Assessment Matrix

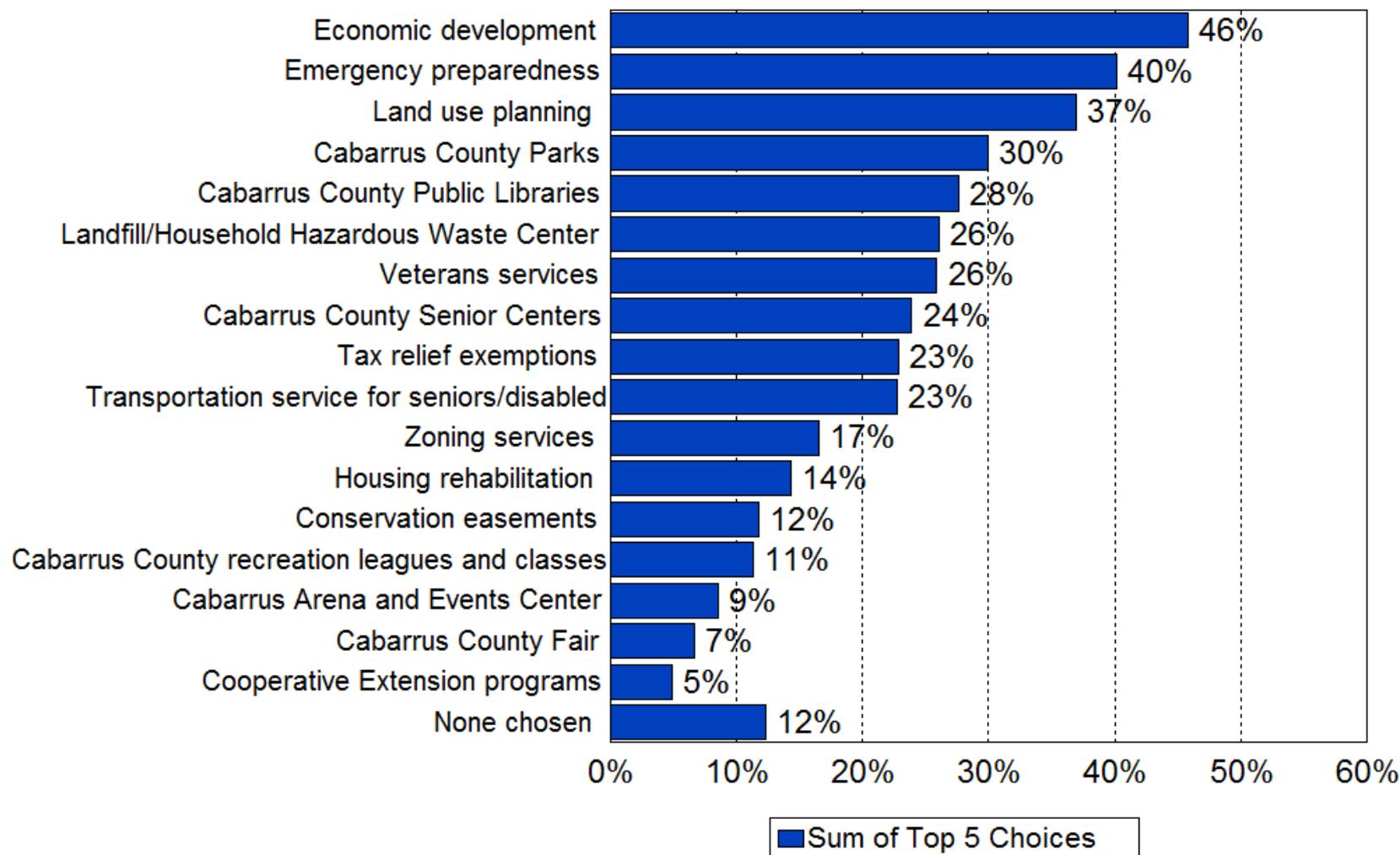
-Aspects of Living in the County-

(points on the graph show deviations from the mean importance and Satisfaction ratings given by respondents to the survey)



Q4a. Top Priorities Over the Next 5-10 Years to Preserve/ Enhance the Overall Quality of Life in Cabarrus County

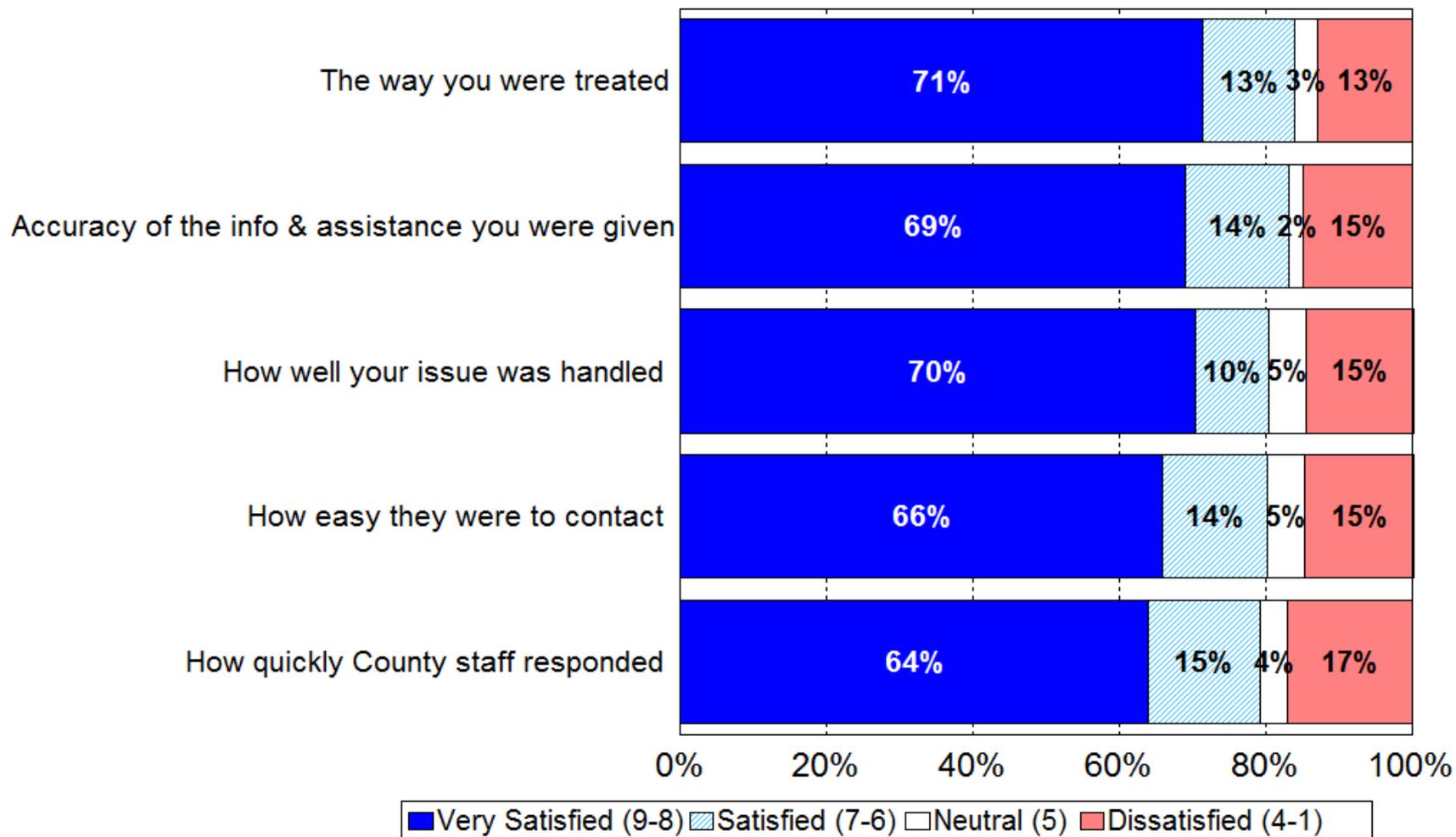
by percentage of respondents who selected the item as one of their top five choices



Customer Service *Ratings*

Q31a-e. Satisfaction with Customer Service County Employees

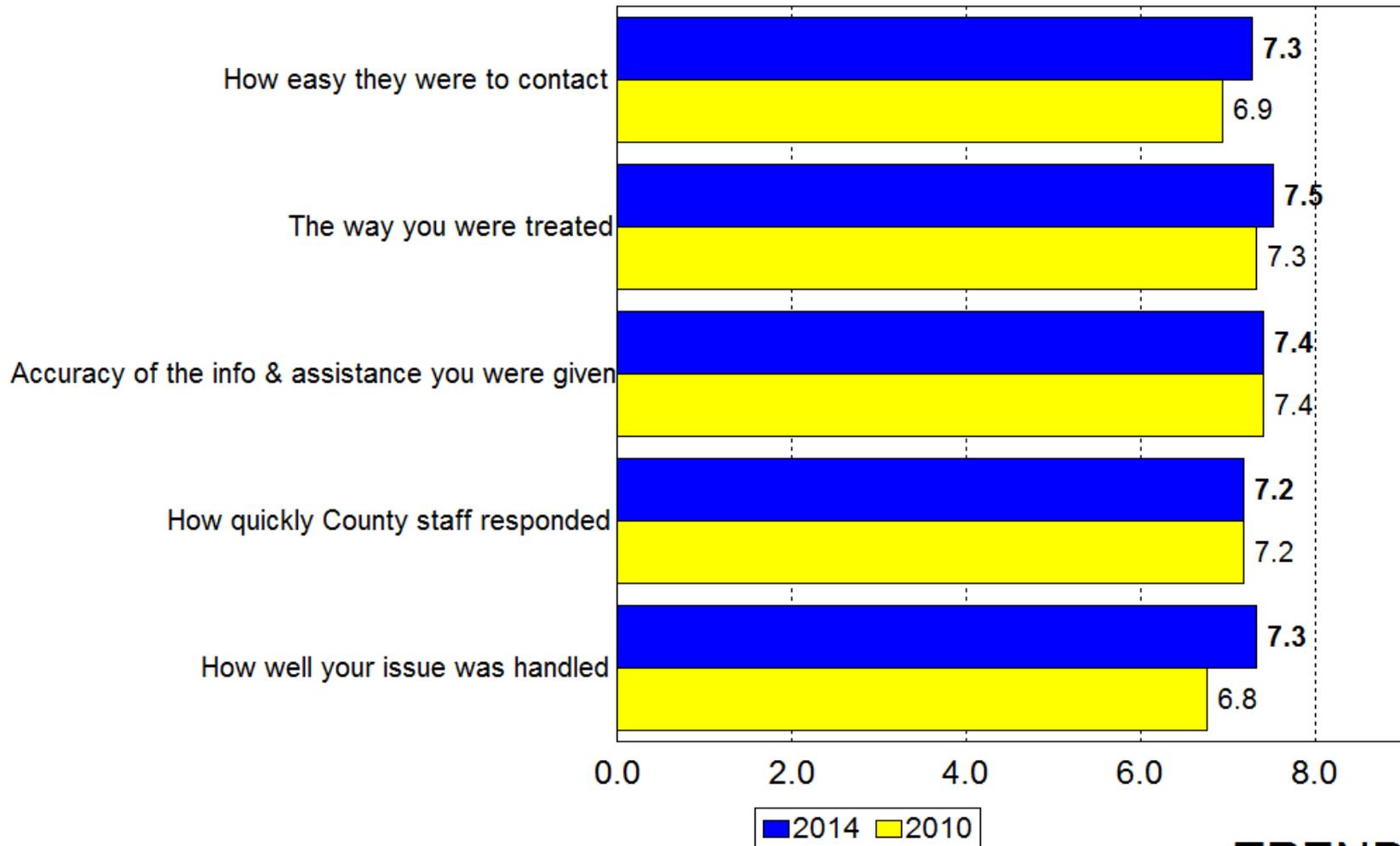
by percentage of respondents who rated the item as a 1 to 9 on a 9-point scale (excluding don't knows)



Customer Service Ratings Are Very High

Q31a-e. Satisfaction with Customer Service County Employees

Mean ratings on a scale from 1 to 9, where 9 means "very satisfied" and 1 means "very dissatisfied" (excluding don't knows)

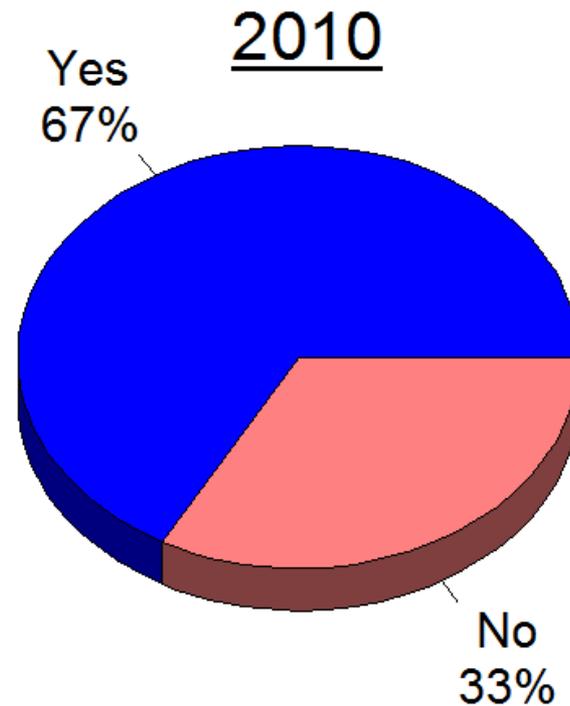
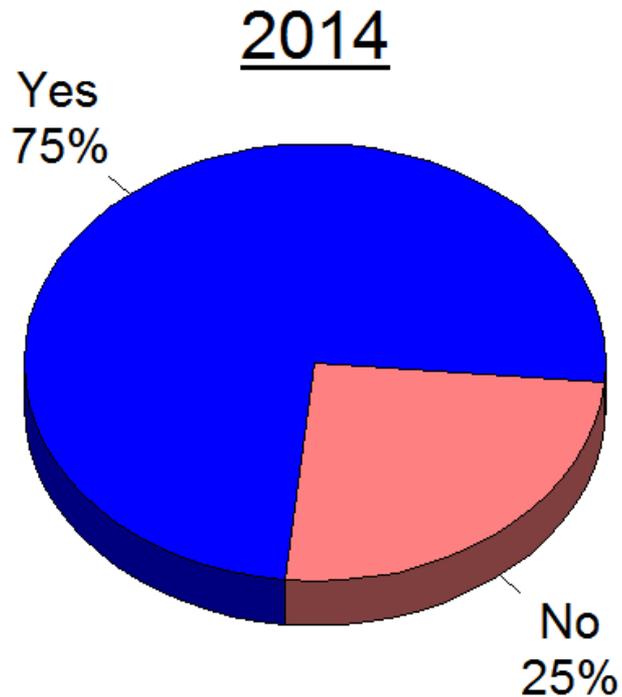


Customer Service Ratings Have Improved

Communication Issues

Q21. Are you aware of the County's website, www.cabarruscounty.us?

by percentage of respondents (excluding don't knows)

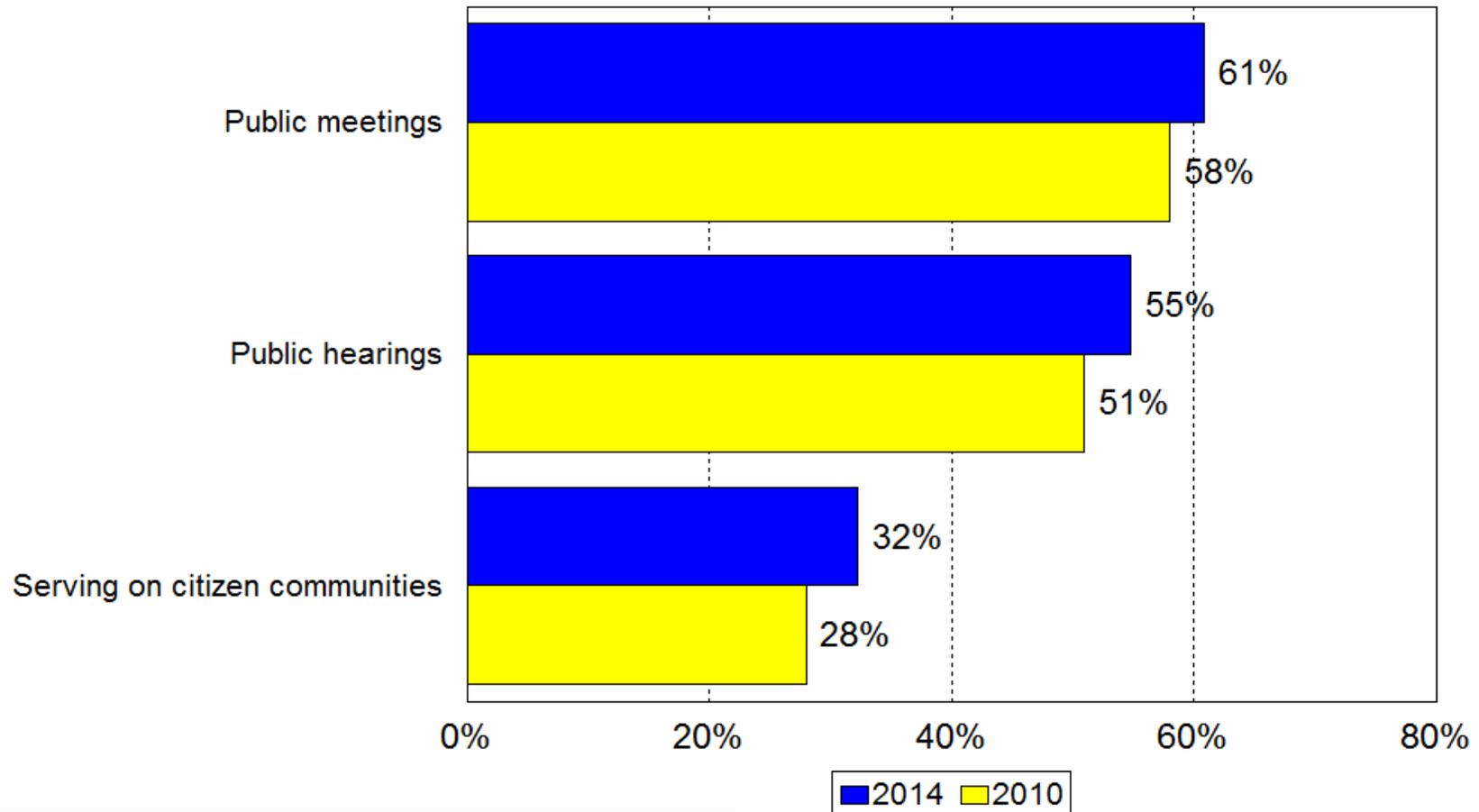


TRENDS

Awareness of the County's Website Has Increased

Q13. Are you aware of any of these opportunities for citizens to be involved in decision-making for Cabarrus County government issues?

by percentage of respondents

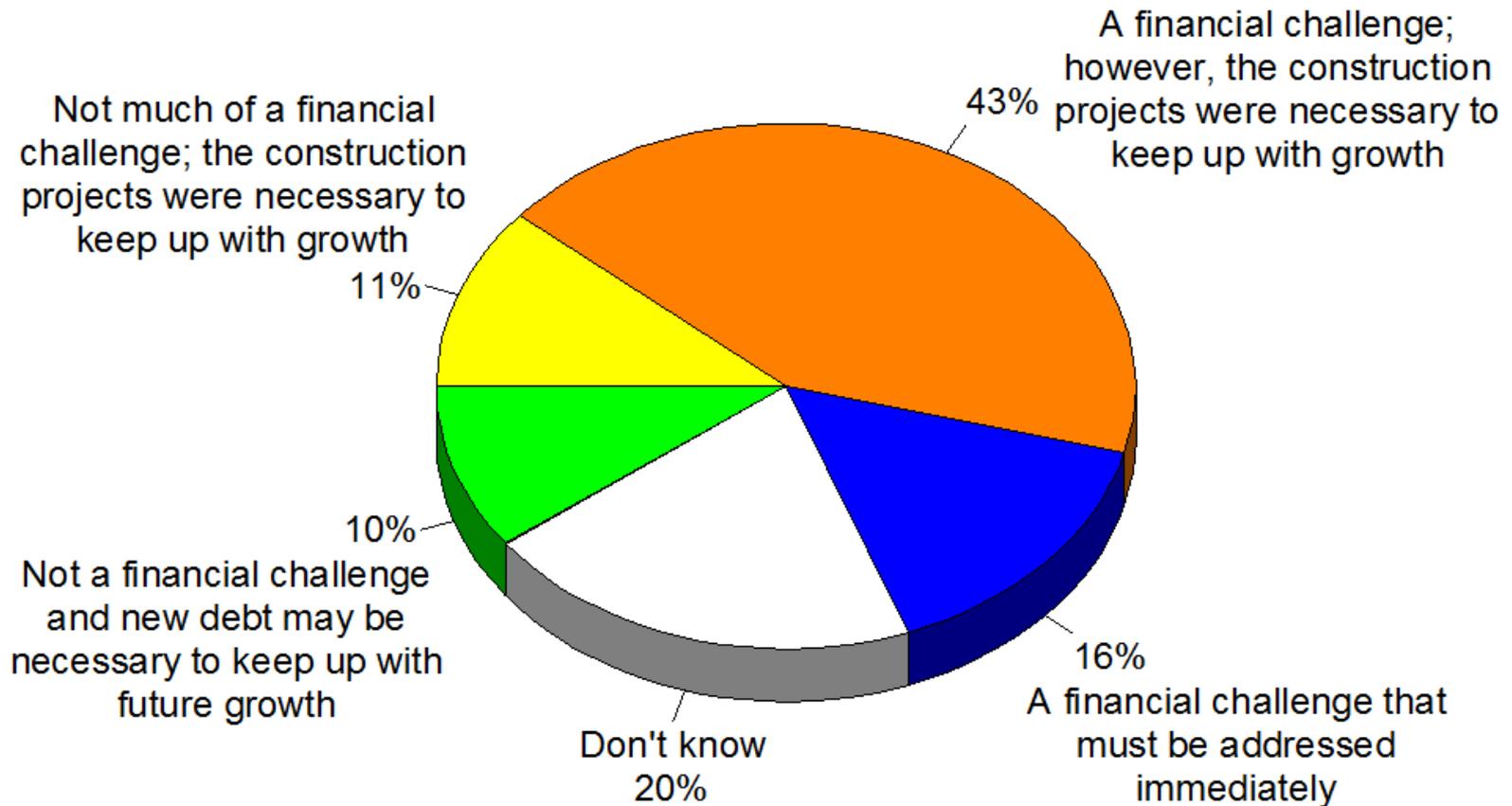


**Awareness of Opportunities to Be Involved
in Decision-Making Has Increased**

Other Findings

Q32. Which of the following best describes your view regarding the amount of debt that has been issued by the County?

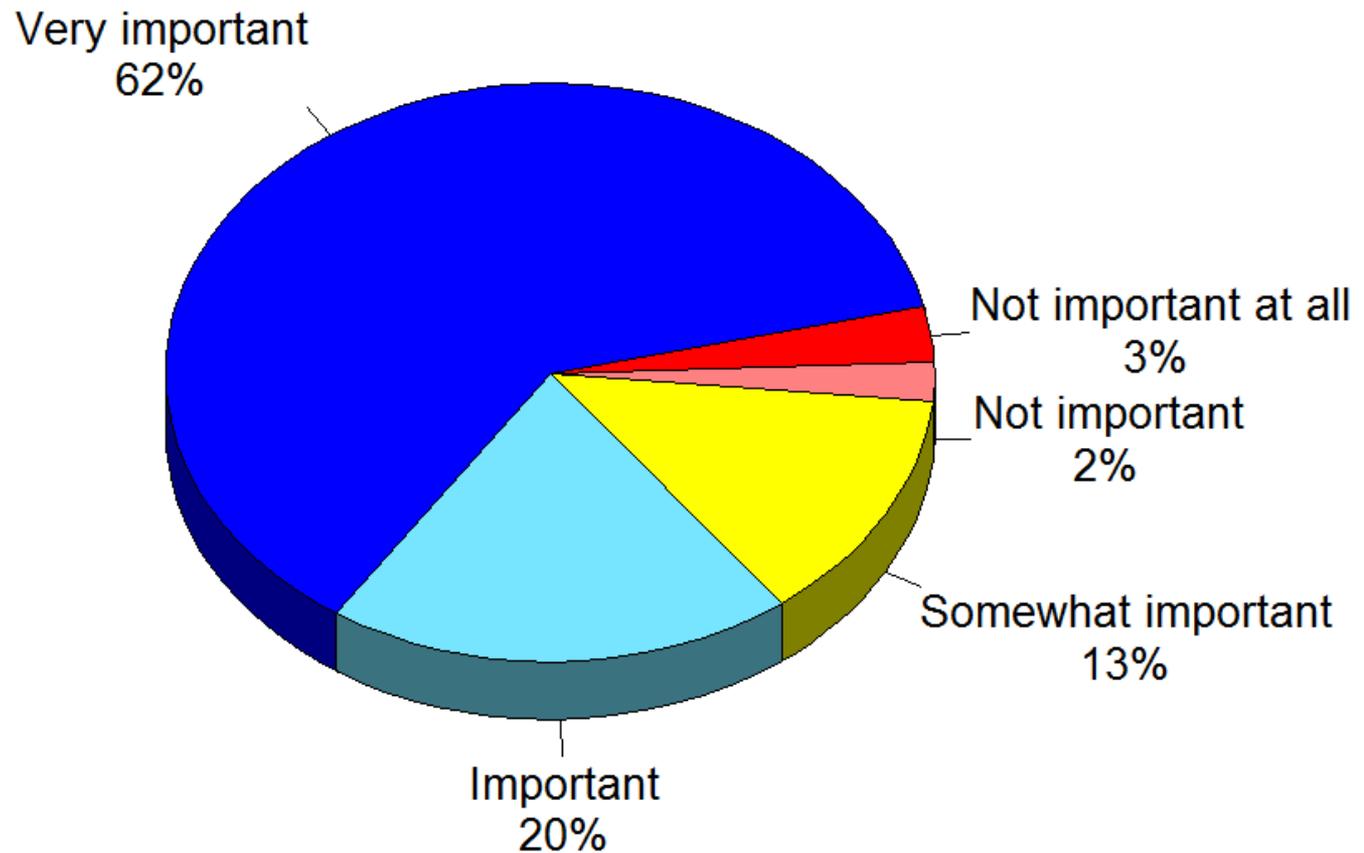
by percentage of respondents



Most Residents Think that the Debt Issued by the County Was Necessary to Keep Up with Growth

Q24. How important do you think it is for the County to provide CCTS services to Cabarrus County residents?

by percentage of respondents (excluding don't knows)



Most Residents Think It is Important to Provide CCTS Services

Summary and Conclusions

- **Residents have a positive perception of the County**
- **Overall satisfaction with county services is significantly higher in Cabarrus County than other communities**
 - The County rated above the national average in all 23 areas that were compared
 - The County rated significantly above the national average in 15 of the areas that were compared
- **Since 2008, Overall Satisfaction Has Increased in Most Areas that Were Assessed on the Survey**
- **Employment opportunities and economic development are high priorities for residents**

Questions?

THANK YOU!!