



AGENDA
UNION COUNTY BOARD OF COMMISSIONERS
Regular Meeting
Monday, October 19, 2009
7:00 P.M.
Board Room, First Floor
Union County Government Center
500 North Main Street
Monroe, North Carolina

www.co.union.nc.us

Closed Session - 6:30 P.M.

1. **Opening of Meeting**
 - a. **Invocation**
 - b. **Pledge of Allegiance**
 - c. **Recognition of Marvin Ridge High School for Achieving Charlotte Magazine's #1 Performance in Academics in the Tri-County Region**
(*Estimated Time: 5 Minutes)
 - d. ***Featured Community Benefit Organization: Union County 4-H & Youth Development Foundation*** (*Estimated Time: 5 Minutes)
MISSION: To develop financial resources sufficient to fund the activities and programs of the Union County 4-H and Youth Development Program of North Carolina Cooperative Extension
 - e. **Employee Recognition** (*Estimated Time: 5 Minutes)
2. **Informal Comments** (*Estimated Time: 15 Minutes)
3. **Additions, Deletions and/or Adoption of Agenda** (*Estimated Time: 5 Minutes)
ACTION REQUESTED: Adoption of Agenda
4. **Consent Agenda** (*Estimated Time: 5 Minutes)
ACTION REQUESTED: Approve items listed on the Consent Agenda
5. **Public Information Officer's Comments** (*Estimated Time: 10 Minutes)

Old Business:

6. **County Attorney Policies** (*Estimated Time: 15 Minutes)
ACTION REQUESTED: Staff defers to the County Attorney regarding the recommendation
7. **Recommendation on Employment of Attorney** (*Estimated Time: 15 Minutes)
ACTION REQUESTED: Staff defers to the County Attorney regarding the recommendation

8. **Energy Efficiency and Conservation Block Grant** (*Estimated Time: 5 Minutes)
ACTION REQUESTED: Authorize the Manager to approve the Assistance Agreement and subsequent grant documents as funds are released to Union County by the Department of Energy for the Energy Efficiency and Conservation Block Grant
9. **Financial Advisor Proposals** (*Estimated Time: 15 Minutes)
ACTION REQUESTED: Provide direction to staff regarding services required in connection with a potential sale or lease and realignment of Phase I work elements to Phase II, authorize County Manager to negotiate an agreement with Kaufman Hall based on the firm's proposal dated August 28, 2009, and return the agreement to the Board for approval at a future meeting

New Business:

10. **Discussion of Initiation of Land Use Ordinance Text Amendment to Consider Requiring Glare Control on Outdoor Lighting** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Discussion and potential referral to Planning Board
11. **Request for Refund of Excise Tax in the Amount of \$510 to Trent M. Grissom** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: (1) Hold hearing and (2) authorize refund of excise tax in the amount of \$510 to Trent M. Grissom after completion of all necessary prerequisites
12. **Personnel Report on Hires Since Reduction in Force (RIF)** (*Estimated Time: 15 Minutes)
ACTION REQUESTED: Review reports
13. **Announcements of Vacancies on Boards and Committees** (*Estimated Time: 5 Minutes)
 - a. Adult Care Home Advisory Committee (5 Vacancies)
 - b. Nursing Home Advisory Committee (4 Vacancies)
 - c. Region F Aging Advisory Committee (1 Vacancy)
 - d. Juvenile Crime Prevention Council:
 1. Member of Faith Community
 2. County Commissioner Appointees (3)
 3. Substance Abuse Professional
 - e. Union County Industrial Facilities and Pollution Control Authority (2 Vacancies for Unexpired Terms Ending May 2014)
 - f. Parks and Recreation Advisory Committee (1 Vacancy for Unexpired Term Ending in February 2011 Due to Resignation)**ACTION REQUESTED:** Announce vacancies
14. **Manager's Comments**
15. **Commissioners' Comments**

**CONSENT AGENDA
October 19, 2009**

1. **Contracts/Purchase Orders Over \$20,000**
 - a. Library: Baker and Taylor (Book Leasing Program) in the Amount of \$101,100
ACTION REQUESTED: Authorize Manager to approve Items a, above, pending legal review

2. **Sheriff's Office: Roof Replacement**
ACTION REQUESTED: Accept bids and award Base Bid plus Alternate 2 to the lowest responsible, responsive bidder, Weathergard, Inc. in the amount of \$229,900 and authorize the County Manager to approve the contract documents subject to legal review.

3. **Library: Great Stories Club Grant Application**
ACTION REQUESTED: Authorize the Library Director to certify and submit the online grant application

4. **Veterans Services/Patriot Awards**
Proclamations for Patriot Awards for Outstanding JROTC Members to be Presented at the November 8, 2008, Veterans Day Program
ACTION REQUESTED: Adopt proclamations

5. **Report of Fire Conditions: Volunteer Fire Departments**
 1. Allens Crossroads VFD - Thomas Baker and Dwayne Cook
 2. Bakers VFD - B. Ivan Secrest and William T. McCain
 3. Beaver Lane VFD - Baxter Jordan and Mrs. Shelly Maness
 4. Fairview Fire and Rescue - Brian C. Austin and Jody Mills
 5. Griffith Road VFD - Steve Brooks and David Fuss
 6. Hemby Bridge VFD - Kevin Tice and Paul Ramsey
 7. Jackson Community Center & VFD - Albert Starnes and T. C. Carter
 8. Lanes Creek VFD - Jackie Price and Mrs. Shirleen Tucker
 9. Mineral Springs VFD - Robert Belk and Tony Belk
 10. New Salem VFD - Larry R. Clontz and Garry S. Moore
 11. Providence VFD - Andrew Ansley and Daryl Matthews
 12. Sandy Ridge Fire and Rescue - Teresa McBryde and Jamil Hudson
 13. Stack Road VFD - Tony Helms and Ralph Funderburk
 14. Stallings VFD - Jimmy Younts and James E. Hinson
 15. Unionville (Town of) - Billy Canupp and Johnny Griffin
 16. Waxhaw VFD - Ron McGarvey and David Williams
 17. Wesley Chapel VFD - James Kubach and James Mullis
 18. Wingate (Ames) VFD - R. Braddock Sellers and W. Elliott Ward**ACTION REQUESTED:** Approval of the Annual "Report of Fire Conditions" in order for the Clerk to Submit to the Insurance Commissioner as Required by General Statute 58-84-46 of North Carolina, which includes the appointment of two Trustees for the Firefighter's Relief Fund for each department

6. **Request for Waiver of Late Listing Penalty by First Choice Eye Care**
ACTION REQUESTED: Deny request for waiver of late listing penalty (approval of this item on the Consent Agenda shall constitute such denial)
7. **Request for Waiver of Late Listing Penalty by Decore-Ative Specialties**
ACTION REQUESTED: Deny request for waiver of late listing penalty (approval of this item on the Consent Agenda shall constitute such denial)
8. **Tax Administration**
 - a. Releases for September 2009 in the Grand Total of \$178,626.34
 - b. Refunds for September 2009 in the Grand Total of \$29,082.72**ACTION REQUESTED:** Approve Items a-b, above
9. **Department of Juvenile Justice and Delinquency Prevention (DJJDP) State Grant Funding for FY 2009-2010**
ACTION REQUESTED: Approve funding plan for FY 2009-2010 and adopt Budget Ordinance Amendment #15 (No Additional County Dollars Requested - All Funding is Provided through State Grant Funding and Passes through Union County)
10. **Report on Settlement of Workers Compensation Claim**
ACTION REQUESTED: Accept report
11. **Finance Department**
 - a. Motor Vehicle Refund Overpayments for September 2009 in the Amount of \$2,819.06
ACTION REQUESTED: Approve overpayments
12. **Department of Social Services - Food & Nutrition Services Administrative ARRA**
ACTION REQUESTED: Adopt Budget Ordinance Amendment #16 to appropriate Federal ARRA funding in the amount of \$49,553 (No County Match is Required)
13. **Amendment to Personnel Resolution**
ACTION REQUESTED: Approve amendment to Union County Personnel Resolution, Article XI, Section 8 as proposed

**INFORMATION ONLY
NO ACTION REQUIRED**

1. Department of Inspection's Report for September 2009
2. Personnel Department's Monthly Report for September 2009
3. Union County Partnership for Progress (UCPP) FY 09 Audit Report
4. UCPS Administrative Guideline for School Construction Agency Approval



OFFICE OF THE COMMISSIONERS AND MANAGER

500 N. Main St., Room 921 • Monroe, NC 28112 • Phone (704) 283-3810 • Fax (704) 282-0121

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Union County Board of Commissioners will hold a special meeting on Monday, October 19, 2009, at 6:30 p.m. in the Conference Room, First Floor, Union County Government Center, 500 North Main Street, Monroe, North Carolina, for the purpose of going into closed session to consult with an attorney in order to preserve the attorney-client privilege in accordance with G.S. 143-318.11(a)(3).

Lanny Openshaw

Lanny Openshaw, Chairman
Union County Board of Commissioners

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 10-19-09

Action Agenda Item No. 1d
(Central Admin. use only)

SUBJECT: Union County 4-H & Youth Development Foundation

DEPARTMENT: Cooperative Extension **PUBLIC HEARING:** No

ATTACHMENT(S):

INFORMATION CONTACT:
Laura Byrd

TELEPHONE NUMBERS:

704-283-3740

704-320-4813

DEPARTMENT'S RECOMMENDED ACTION: None

BACKGROUND: The Union County 4-H and Youth Development Foundation, a non-profit 501c3 organization was established in 1998. The Foundation supports the 4-H program in Union County. Laura Byrd, Extension Agent for 4-H and Youth Development, and Jerry Simpson, retired Cooperative Extension Director will be present for a brief presentation. They may bring a 4-H participant.

The 4-H program believes that every young person is unique, with individual talents, gifts, and an innate desire to achieve. The ability of young people to aspire to their full potential is only possible with the support from a community which believes in their responsibility to support them in becoming successful adults.

MISSION:

To develop financial resources sufficient to fund the activities and programs of the Union County 4-H and Youth Development program of North Carolina Cooperative Extension.

FINANCIAL IMPACT: None

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 10/19/2009

Action Agenda Item No. 1e
(Central Admin. use only)

SUBJECT: Employee Recognition

DEPARTMENT: Personnel

PUBLIC HEARING: Choose one....

ATTACHMENT(S):
Service Award Recipients for the
month of October 2009.

INFORMATION CONTACT:
Julie Broome

TELEPHONE NUMBERS:
704-283-3803

DEPARTMENT'S RECOMMENDED ACTION:

Recognize those County employees who have reached special milestones in their years of dedicated and loyal service to the citizens of Union County.

BACKGROUND:

The employee recognition program acknowledges employees for full-time continuous service at the following intervals: 5 years, 10 years, 15 years, 20 years, 25 years, and 30 years of service.

The attached list details the employee name, department, and years of service for our current service award recipients. We ask that you join us in acknowledging and congratulating these employees by reading their names during the opening of BOCC meeting.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

Union County Service Award Recipients for the month of October 2009

We would like to recognize the following employees for full-time continuous service with Union County Local Government.

5 YEARS OF SERVICE

ROBIN WALDRON
WYATTE MCBRYDE
VIVIAN GARCIA
MARTIE SMITH
TOMMY BURGESS
MARY GADDY
TERRI LANEY
DESIREE RAMIREZ

DEPARTMENT

COMMUNICATIONS
FIRE MARSHAL'S OFFICE
HEALTH
LIBRARY
PUBLIC WORKS
SOCIAL SERVICES
SOCIAL SERVICES
SOCIAL SERVICES

10 YEARS OF SERVICE

JEFFREY HOLSHOUSER
PAMELA ACKERMAN
KATHLEEN CUTSHAW
JERINDA STATON

DEPARTMENT

PARKS AND RECREATION
SOCIAL SERVICES
SOCIAL SERVICES
SOCIAL SERVICES

15 YEARS OF SERVICE

APRIL LANGSTON
MARSHALL LEMMONDS
MALCOLM MURRAY

DEPARTMENT

FINANCE
GENERAL SERVICES
SHERIFF

20 YEARS OF SERVICE

GINA HANEY

DEPARTMENT

SHERIFF

30 YEARS OF SERVICE

AMY PARKER

DEPARTMENT

HEALTH

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 10/19/2009

Action Agenda Item No. 4/1a
(Central Admin. use only)

SUBJECT: Baker & Taylor Book Lease contract renewal

DEPARTMENT: Library

PUBLIC HEARING: No

ATTACHMENT(S):
Contract control sheet - already sent
to Legal

INFORMATION CONTACT:
Martie Smith

TELEPHONE NUMBERS:
704-283-8184 x222
704-242-0180 (mobile)

DEPARTMENT'S RECOMMENDED ACTION: Approve the Baker & Taylor contract amendment on the Consent Agenda.

BACKGROUND: The Baker & Taylor Book Lease Program enables the Library to provide sufficient copies of popular titles to meet readers' demands during peak interest periods. In this way readers can keep up with current trends in fiction and nonfiction. Once interest wanes, surplus copies are returned and new high-interest titles are received. This lease plan has been in place for several years as a means to constantly meet readers' needs without exceeding shelving capacity. This amendment is to renew the contract for another year at the same level.

FINANCIAL IMPACT: \$101,100 -- already included in the approved budget (10561100-5234-1800)

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

UNION COUNTY - CONTRACT CONTROL SHEET

Routing Order: (1) Department, (2) Attorney, (3) Risk Management, (4) Information Systems, (5) Finance, (6) Clerk, (7) County Manager

DEPARTMENT

EVERY FIELD IN THIS SECTION MUST BE COMPLETED

A-2356

Party/Vendor Name: Baker and Taylor

Party/Vendor Contact Person: Andrea Mayfield Contact Phone: 800-775-3800

Party/Vendor Address to mail contract to (be sure this is accurate or it could delay the processing of this contract):

Address: 251 Mount Olive Church Road City: Commerce State: GA Zip: 30599-2300

Department: Library Amount: \$25,275.00 per quarter / 101,100.00

Purpose: Renewal of book leasing program

Budget Code(s)(put comma between multiple codes): 10-561100-5234-1800

Amounts expended pursuant to this Agreement will be more than \$20,000. [Check if applicable]

TYPE OF CONTRACT: (Please Check One) New Renewal Amendment Effective Date: 11/2009

If this is a grant agreement, pre-application has been authorized by the Board of Commissioners.

This document has been reviewed and approved by the Department Head as to technical content.

Department Head's Signature: [Signature] Date: 09/28/2009

Approval by Board

ATTORNEY

This document has been reviewed and approved by the Attorney and stamp affixed thereto. Yes No

Approval by Manager (less than \$20,000)

Approval by Manager per authorization of Board

Date of Board authorization: _____

Attorney's Signature: _____

Approval by Manager subject to authorization by Board

Date: _____

Date Board authorization requested: 10/19/09

Clerk to confirm authorization given

Use Standard Template

RISK MANAGEMENT

[Include these coverages: CGL ; Auto ; WC ; Professional ; Property ; Pollution ; Nonprofit ; Technology E&O

OR See Working Copy OR No Insurance Required

Hold Contract pending receipt of Certificate of Insurance

With incorporation of insurance provisions as shown, this document is approved by the Risk Manager:

Risk Manager's Signature: [Signature] Date: 10/15/09

INFORMATION TECHNOLOGY DIRECTOR

(Applicable only for hardware/software purchase or related services)

This document has been reviewed and approved by the Information Systems Director as to technical content.

IT Director's Signature Date: _____

Date Received: _____

BUDGET AND FINANCE

Yes No -Sufficient funds are available in the proper category to pay for this expenditure.

Yes No -This contract is conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services/goods.

Budget Code: _____ Vendor No.: _____ Encumbrance No.: _____

Notes: _____

Yes No - A budget amendment is necessary before this agreement is approved.

Yes No - A budget amendment is attached as required for approval of this agreement.

Finance Director's Signature: _____ Date: _____

CLERK

Date Received: _____ Agenda Date: _____ Approved by Board: Yes No at meeting of _____

Signature(s) Required: Board Chairman/County Manager Finance Director Clerk
 Attorney Information Tech. Director Other: _____

COUNTY MANAGER

This document has been reviewed and its approval recommended by the County Manager. Yes No

County Manager's Signature: _____ Date: _____

STATE OF NORTH CAROLINA

AMENDMENT #11

COUNTY OF UNION

This Amendment, made and entered into this _____ day of _____, 2009, by and between UNION COUNTY, a political subdivision of the State of North Carolina acting through the Union County Public Library, whose address is 500 N. Main St., Monroe, NC 28112, hereinafter referred to as "Union," and BAKER & TAYLOR, INC., a corporation authorized to do business in North Carolina whose address is 251 Mt. Olive Church Rd., Commerce GA 30599, hereinafter referred to as "B&T," shall modify and supersede as indicated that Agreement for the lease of library books entered into by the parties dated October 19, 1998, modified by Amendments dated September 22, 1999, September 7, 2000, November 5, 2001, August 28, 2002, September 11, 2003, September 20, 2004, October 25, 2005, December 28, 2006, November 19, 2007, and January 22, 2009 (the "Agreement").

WITNESSETH

WHEREAS, Union and B&T entered into the referenced Agreement dated October 19, 1998, amended September 22, 1999, September 7, 2000, November 5, 2001, August 28, 2002, September 11, 2003, September 20, 2004, October 25, 2005, December 28, 2006, November 19, 2007, and January 22, 2009; and

WHEREAS, Union and B&T now mutually desire to extend the term and make other changes to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto do each contract and agree with the other as follows:

1. Page 2, Section 4. In the first sentence, delete "November 19, 2009" and insert therefor "November 19, 2010" such that this sentence reads as rewritten: "The term of this Agreement shall commence November 20, 1998, and shall continue until November 19, 2010."

2. Delete the table on page 1 of Exhibit A and insert therefor the following:

Type of Plan	Quota Cutoff*	Monthly Quota Allowance	Annual Quota Allowance	Total Base Collection (Build to)	Annual Cost**
Lease	\$28.00 2 nd Cutoff \$38.00 3 rd Cutoff \$48.00	500	6000	3,180	\$101,100.00

* Books with a list price over \$28.00 but under or equal to the 2nd cutoff of \$38.00 count as two (2) quota.

Books with a list price over the 2nd cutoff of \$38.00 but under or equal to the 3rd cutoff of \$48.00 count as three (3) quota.

Books with a list price over the 3rd cutoff of \$48.00 count as four (4) quota.

** Union shall pay the Annual Cost in four (4) equal quarterly installments of \$25,275.00 each. Payment shall be made within thirty (30) days of receipt of B&T invoice by Union's Finance Office.

3. Cataloging shall be by mylar jacket only.

4. This Amendment #11 shall become effective as of November 20, 2009

5. Except as herein amended, the terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the year and the day first above written.

ATTEST

UNION COUNTY

By: _____
Clerk to the Board

By: _____
County Manager

ATTEST

BAKER & TAYLOR, INC.

By: _____

By: _____

APPROVED AS TO LEGAL FORM _____



BAKER & TAYLOR

Information and Entertainment Services

Renewal Notice

BAKER & TAYLOR BOOK LEASING SYSTEM

251 MT. OLIVE CHURCH ROAD

COMMERCE, GA 30599-2300

To renew your Book Leasing Account, please make any changes necessary, then sign and return to Baker & Taylor Book Leasing System, along with your purchase order, if applicable.

Service Inquiries: 800-775-1200 or FAX: 877-460-6011

RENEWAL AUTHORIZATION:

Martie Smith / Director

Name/Title (Please Print)

MSSmith

Signature

Please Confirm Phone Numbers

Phone: (704) 283-8184

Fax: (704) 282-0657

For Internal Use Only: _____

Contract #: 012

Master #: 550412

Acct #: F929364

Territory id: 478

Plan BF500 To Begin On: 11/2009

Bill To: UNION CO PUBLIC LIBRARY SYSTEM
LEASE PLAN
316 EAST WINDSOR STREET
MONROE NC 28112

Ship To: UNION CO PUBLIC LIBRARY SYSTEM
LEASE PLAN
316 EAST WINDSOR STREET
MONROE NC 28112

Cataloging: (SAME)

- Dewey/LC Subject Headings
- LC/LC Subject Headings
- Pocket on Front Flyleaf
- Pocket on Back Flyleaf
- Mylar Jacket Only
- Mylar Jacket with Spine Label
- Machine Readable Cataloging Records

Service Requested:

Book Plan

Monthly Quota Allowance: 500

Annual Quota Allowance: 6000

Quota Cutoff:

Cutoff: \$28.00

2nd Cutoff: \$38.00

3rd Cutoff: \$48.00

Management Report Sequence: (SAME)

- Author
- Title
- Ship Date
- Summary Only

Book Identification: (SAME)

Each book will have a white adhesive label that will readily identify it as a Baker & Taylor Lease Book. Please indicate below exactly how you wish your library name and address to appear on the label.

Line 1 _____

Line 2 _____

Line 3 _____

Payment Plan Chosen:

1. Monthly payments of:
2. Quarterly payments of: \$25,275.00
3. Semi-Annual payments of:
4. Annual payments of:
 - 2% discount for annual payment of program within 60 days of invoice date.
 - 1% discount for semi-annual payment of program within 30 days of invoice date.

****PLUS TAXES WHERE APPLICABLE****

Invoicing Instructions:

1. Purchase order number, if applicable: _____
 2. Library systems only:
 - Separate invoices by branch
 - One combined invoice
- * Contract to follow

See Contract
Book

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 5, 2009

Action Agenda Item No. 4/2

(Central Admin. use only)

SUBJECT: Sheriff Office Roof Replacement

DEPARTMENT: Union County Sheriff's Office **PUBLIC HEARING:** No

ATTACHMENT(S):
Bid Tabulation

INFORMATION CONTACT:
Capt. Steve Simpson

TELEPHONE NUMBERS:

704-283-3578

704-400-4584

DEPARTMENT'S RECOMMENDED ACTION: Accept bids and award Base Bid plus Alternate 2 to the lowest responsible, responsive bidder, Weathergard, Inc. in the amount of \$229,900 and authorize the County Manager to execute the contract documents subject to legal review.

BACKGROUND:

The areas of roofing proposed to be replaced we installed when the jail was constructed in 1988 and consist of a conventional single ply membrane laid over polyisocyanurate insulation with ballast on top. Roofs of this type typically carry and 10 year warranty and the existing roof is now twenty-one (21) years old. Over the past few years the roof has deteriorated at an escalating rate and leaks and repairs have dramatically increased. Due to the increasing internal building damage and cost of repairs, it is essential that the roof be replaced in order to protect the capital investment in the building.

In preparation for the FY09 Budget, the Sheriff's Office had a detailed analysis conducted to determine the extent of work needed and had a cost estimate developed. As a result, the Board adopted the FY09 Budget to include funds for a partial roof replacement. A detailed bid package was developed and sent to a list of qualified roofing contractors, advertised on the County web site, and made available to the Associated General Contractors (AGC) Plan Room. Informal bids were received on September 15 from eight roofing contractors and Weathergard, Inc. was the low bidder. It is recommended the Board accept and award the Base Bid for roofing four sections of the facility and Alternate 2 which provides for an external access ladder for maintenance staff.

FINANCIAL IMPACT: Funding included in FY09 adopted budget.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

UNION COUNTY LAW ENFORCEMENT CENTER

BID OPENING:

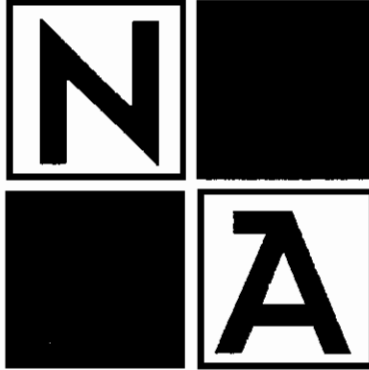
SEPTEMBER 15, 2009

Contractor	License No.	Bid Bond	Minority Forms	Prebid Minutes	Add #1	Base Bid - Roof Areas 9,10,11,12	Working Days	Alt #1 - Roof Area .06	Working Days	Alt #2 - Ladder	No of Days
AAR of NC		NO BID									
Cyclone Roofing	60043	NO BID									
Gardner Roofing	99057	X	B	X	X	\$308,253	45	\$54,600	6	\$17,220	5
Interstate Roofing	10143	X	B	X		\$219,500	50	\$25,000	60	\$12,000	30
LCM Builders		NO BID									
Mitex Roofing	52964	X	B	X	X	\$257,000	70	\$44,000	15	\$18,500	15
Piedmont Roofing	31603	X	B	X	X	\$250,000	90	\$40,000	25	\$8,000	10
Radco Construction	24468	X	B	X	X	\$258,000	50	\$41,412	15	\$24,900	7
Roofing Service	15230	X	B	X	X	\$224,590	70	\$34,100	15	\$12,000	10
Roof-Tek	11770	X	B	X	X	\$230,000	90	\$35,700	20	\$6,500	5
T.R. Driscoll		NO BID									
Weathergard	11867	X	B	X	X	\$217,400	60	\$34,500	15	\$12,500	5

*Nelson Hall & Associates, Inc.
1001 Lancaster Ave., Monroe, NC 28112*

**Nelson Hall &
Associates, Inc.**

AGEND^{NOV} # 4/2
MEETING DATE 10/19/09



**Roof Consulting
Services**

UNION COUNTY

LAW ENFORCEMENT CENTER

ROOF RENOVATION

CONTRACT BOOKS

October 6, 2009

Table of Contents

1	Agreement
2	Prebid Meeting Notice & Minutes, Addendum #1, Bid Opening, Bid Bond, Power of Attorney, Payment & Performance Bonds
3	Supplementary General Conditions, Certificate of Insurance
4	Notice To Proceed
5	Roof Specifications



AIA[®]

Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-ninth day of September in the year Two Thousand Nine
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

County of Union
500 N. Main Street
Monroe, NC 28112

and the Contractor:
(Name, legal status, address and other information)

Weathergard, Inc.
P. O. Box 1085
Monroe, NC 28111

for the following Project:
(Name, location and detailed description)

Union County Law Enforcement Center
3344 Presson Road
Monroe, NC 28110
2009 Roof Renovation

The Consultant:
(Name, legal status, address and other information)

Nelson Hall & Associates, Inc.
1001 Lancaster Avenue
Monroe, NC 28112

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

| October 26, 2009

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

| N/A

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Sixty (60) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work	Substantial Completion Date
N/A	

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

If the Contractor has not substantially completed the work within the specified contract time period and no time extension is granted, the contract amount shall be reduced by the sum of five hundred (\$500) dollars per day for each day in excess of the scheduled date of completion. Deductions from the original contract amount will be documented in the form of a Change Order. Should the Owner or Architect delay the starting time or any portion of the work, an equitable adjustment will be made in the schedule

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be Two Hundred Twenty-Nine Thousand Nine Hundred Dollars and Zero Cents (**\$ 229,900.00**) Base Bid and Alternate 2, subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

N/A

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
Wood Blocking	BF	\$3.50
Steel Deck Replacement	SF	\$5.50
Waterproofing Membrane	SF	\$1.50
2 ¼" Isocyanurate Installed	SF	\$1.10
1 ½" Isocyanurate Installed	SF	\$.75
Additional Scuppers	EA (with leaders & downspouts)	\$800.00
Roofing Membrane	SF	\$2.50
5/8" Fire Rated Gypsum Board	SF (installed	\$1.0030th

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
N/A	

Init.

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

| Last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty-Five (25th) day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Thirty (30) days of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of 10% percent (10% %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %)
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

Init.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or .The amount retained from progress payments shall be 10%. Retainage will be released with Thirty (30) days of final acceptance of the roofing assembly following submittal of required documents as set forth in the Bid Documents.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Final Payment by the Owner will indicate acceptance of the Contractor's performance subject to architectural approval, but shall in no way limit the Owner from making claims for defects subsequently discovered. Any claims for negligent construction, supervision and workmanship shall be subject only to the Statute of Limitations of the State of North Carolina, and any litigation thereabout shall be held in the County of Union, Court of Common Pleas, regardless of any claims of arbitration contracts, and the Contractor waives any defenses as to jurisdiction, venue, or the right to arbitration.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Barry Wyatt, Director, Purchasing Fleet & Property, Manager
Union County
500 North Main Street
Monroe, NC 28112
Telephone Number: 704-283-3516
Fax Number: 704-283-3512

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[X] Arbitration pursuant to Section 15.4 of AIA Document A201-2007

[] Litigation in a court of competent jurisdiction

[] Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

| 0 %

§ 8.3 The Owner's representative:
(Name, address and other information)

| Barry Wyatt
Purchasing & Fleet & Property Manager
Union County
500 North Main Street
Monroe, NC 28112
704-283-3516

§ 8.4 The Contractor's representative:
(Name, address and other information)

| Larry B. Parker
President
P. O. Box 1085
Monroe, NC 28111
704-289-6404

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

| N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

Init.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Supplementary Conditions	Union County Law Enforcement Center	September 2, 2009	31

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
1	Supplementary General Conditions	September, 2009	2-13
2	Scope of Work	September, 2009	14-19
3	Materials	September, 2009	20-24
4	Application of Materials	September, 2009	25-30
5	Metal Flashing and Roof Accessories	September, 2009	31-35
6	Contract Forms	September, 2009	36-47
7	Roof Plans	September, 2009	AP01, DP01, DP02, TP01, TP02, WP01

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
01	Modified/Ridged Board System on Metal Deck	September, 2009
02	Modified/Ridged Board System on Concrete Deck	September, 2009
03	Liquid Applied Penetration Detail	September, 2009
04	Curb Flashing Detail	September, 2009
05	Soil Vent Flashing	September, 2009
06	New Overflow Scupper Detail	September, 2009
07	Flashing Detail at Steel Beam	September, 2009
08	Parapet Flashing & Coping Detail	September, 2009
09	Masonry Elevation Wall Flashing	September, 2009
10	High Flashing and Coping Detail	September, 2009
11	Drain Scupper Detail	September, 2009
12	Collector Head & Down Spout	September, 2009
13	Splash Pan Detail	September, 2009

Init.

14	Pipe Support	September, 2009
15	Condensate Line Mount Detail	September, 2009
16		

§ 9.1.6 The Addenda, if any:

Number #1	Date	Pages
	September 8, 2009	1

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

N/A
- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

All documents contained in the Project Manual titled "Union County Law Enforcement Center Roof Replacement" dated September, 2009, Prebid Meeting Minutes dated September 2, 2009 as prepared by Nelson Hall & Associates, Inc .

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
Bid Bond	5% of Bid
Performance & Payment Bonds	10%

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

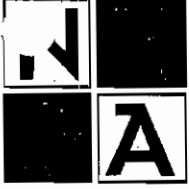
Barry Wyatt, Director Purchasing, Fleet & Property
Manager
(Printed name and title)



CONTRACTOR (Signature)

Larry B. Parker, President
(Printed name and title)

Nelson Hall &
Associates, Inc.



Roof Consulting
Services

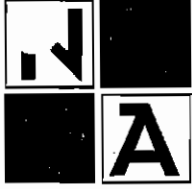
August 25, 2009

Barry Wyatt, Director
County of Union
General Services Department
500 N. Main St., Ste 8
Monroe, NC 28112

Re: Prebid Meeting – Union County Law Enforcement Center

A Prebid Meeting will be held for Union County Law Enforcement Center on Wednesday, September 2, 2009 at 3344 Presson Road, Monroe, NC 28112 at 10:00 am.

<u>Company</u>	<u>Fax Number</u>
Cyclone Roofing	704-882-2150
Gardner Roofing	1-843-332-9339
Interstate Roofing	704-527-3704
Piedmont Commercial Roofing	704-624-5979
Radco Construction	704-392-1044
Roofing Service	704-289-6197
Roof-Tek Inc.	704-624-6381
Weathergard, Inc.	704-283-8723



Roof Consulting
Services

September 2, 2009

Dean Glenn
County of Union
General Services Department
500 N. Main Street, Suite 8
Monroe, NC 28112

RE: Pre-Bid Meeting-Law Enforcement Center

On September 2nd a pre-bid meeting was conducted for the upcoming roof project at Union County Law Enforcement Center. Present at the meeting were as follows:

Eric Shook	Cyclone Roofing
Russ Cranford	Gardner Roofing
Lin Tucker	Interstate Roofing
Ray Martinez	Mitex Roofing
Tom Caudle	Piedmont Roofing
Terry Slifer	Premier Building Products
Robert Byrum	Radco Construction
Bart Griffin	Roof-Tek
David Sneed	Roofing Service
Larry Parker	Weathergard
Dean Glenn	Union County
Bobby Vaughn	Union County
Jerel Burris	NH&A
Nelson Hall	NH&A

Jerel Burris started the meeting by going over several sections of the specifications.

- Bids shall be sent to the attention of: Mr. Barry Wyatt
County of Union
General Services Department
500 North Main Street, Ste. 8
Monroe, NC 28112

- Bids shall include; the Form of Proposal, proper Minority Business Participation Forms, and a Bid Bond or Check for 5% of the bid.

- Bids are to be received and opened on September 15, 2009 at 2:00 pm.
- The bid shall include sales tax. The contractor shall provide a record of sales taxes paid with each invoice submitted.
- The successful bidder shall provide Payment and Performance Bonding.
- The successful bidder shall be required to submit a prequalification document outlining the contractor's requirements as stated in section 1.5 and an insurance certificate.
- Portions of Roof Areas .09 and .10 have a metal deck. On the metal deck portions of this roof shall be treated as described in the enclosed SCOPE OF WORK. Please note the metal deck portions of Roof Area .09 has one layer of 2 ¼" isocyanurate and one layer of 1 ½" isocyanurate while Roof Area .10 has one layer of 2 ¼" isocyanurate. New tapered isocyanurate insulation will be required to transition between the metal and concrete decks.
- Contractors are to use enclosed Form of Proposal. Note the unit price schedule.
- Contractor shall add an additional 2500 square feet of 2 ¼" isocyanurate insulation, 1000 square feet of 1 ½" isocyanurate insulation and 1000 square feet of tapered insulation to the base bid.
- All crickets and saddles are to be new isocyanurate.
- Several additional documents were distributed at the meeting. Please check to make sure you have received the documents listed below.
 - Minority Business Participation Requirements
 - Supplemental General Conditions
 - Roof Renovation Specifications
- The successful contractor shall submit a request to work on Saturdays and Sundays 48 hours in advance.
- Normal working hours will be 7:00 am until 7:00 pm Monday through Friday.

Following the meeting the contractors accessed the roof. The following items were discussed on the roof and shall be considered in preparing your Bid.

- The minimum capacity of the hoist in Detail #17 shall be 350 lbs.
- The painting of the gas lines shall be on roof areas covered in this project only.

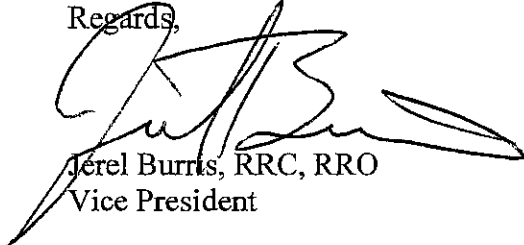
- Roof Areas .11 and .06 will not receive tapered insulation. Please see enclosed SCOPE OF WORK.
- All roof areas in contract will receive new primary scupper liners, collector heads, and downspouts, except as noted. New overflow scuppers are required on these roof areas also.
- On Roof Areas .09, .10, .11, and .06 the existing isocyanurate insulation will be mechanically attached to the metal deck with an additional layer of 1" isocyanurate set in foam adhesive. Please see enclosed SCOPE OF WORK.

Please find the following enclosed documents:

- Specification Addendum
- Scope of Work
- Form of Proposal
- Drawing TP01 & TP02
- Detail Drawings 01 & 02

If I can be of further service, please advise.

Regards,



Jérel Burris, RRC, RRO
Vice President

Enclosures

SPECIFICATION ADDENDUM

PREPARATION OF THE DECK - STEEL

All debris shall be removed from the deck surface including the flutes or concrete surface prior to application of the new roof assembly. Removal and disposal of unused/removed material is the responsibility of the Contractor.

Prior to application of the new roof assembly, the contractor shall inspect the deck. Installation of materials over the deck constitutes acceptance of the substrate by the contractor.

All deck with superficial rust shall be wire brushed to a sound surface and painted with rust inhibiting paint. Areas to be replaced shall be determined by the Owner or his representative.

Openings less than 12 inches in diameter may be closed by 18 gage galvanized sheet mechanically attached to the deck surface with appropriate fasteners. The closure shall bear a minimum of four inches on the deck surface in all directions.

Recommendations on large areas of deck replacement may require the services of a structural engineer at the discretion and expense of the Owner.

INSTALLATION OF ROOF INSULATION

Roof insulation shall be "DRY" at the time of application. "Dry" shall be interpreted to be less than 10% indication on a resistance type moisture meter scale. No more insulation shall be installed than can be covered and sealed prior to inclement weather or, in any case, by the end of each working day. "Covered and Sealed" shall be defined as installation of the complete roofing system; all specified roofing plies and membrane flashings, pitch pans and accessory lead flashings excluding metal cap flashings and surfacing.

The base layer of isocyanurate roof insulation shall be mechanically fastened to the steel deck in accordance with the Factory Mutual System requirements for the insulation board installed with joints staggered in one direction a minimum of six (6") inches.

On the concrete deck adhere the base layer in plastic foam insulation adhesive with joints staggered in one direction a minimum of six (6") inches.

Adhere the overlay/secondary roof insulation layer(s) over the base layer in plastic foam insulation adhesive with joints staggered in one direction a minimum of six (6") inches. The joints shall be a minimum of twelve inches from the joints in the bottom layer of insulation. Boards shall be cut as necessary at irregularities in the deck to insure a flat surface for the roof membrane.

Under no circumstances shall the bituminous membrane be constructed over foam plastic roof insulation boards.

If insulation boards are shipped in bundles, remove all packaging materials from the boards prior to installation.

2 SCOPE OF WORK:

2.1 ROOF AREA .09

The existing roof assembly at consists of:

DECK: Concrete Deck

DECK: Metal Deck w/Gypsum Board

VAPOR RETARDER: N/A

VAPOR RETARDER: N/A

INSULATION: 1 1/2" & 2 1/4" Isocyanurate

INSULATION: 1 1/2" & 2 1/4" Isocyanurate

ROOF MEMBRANE: EPDM

ROOF MEMBRANE: EPDM

SURFACING: Ballasted

SURFACING: Ballasted

The manufacturers specifications listed below are to be used in addition to the specifications and drawings contained herein. Where a discrepancy exists between these Contract Documents and the Manufacturer's Requirements, the Contractor shall inform the Owner and the necessary changes shall be approved in writing prior to installation of materials. The Contractor shall arrange for inspections by the material manufacturer's representative at the preconstruction meeting, mid-project, and final inspection.

ROOF ASSEMBLIES SHALL BE UL CLASS A RATED OR FM CLASS 1

SIPLAST
TAMKO
GAF
FIRESTONE

Ballast and EPDM shall be removed.

On the metal deck portions the existing 1 1/2" isocyanurate shall be mechanically attached to the metal deck to withstand 90 PSF wind uplift resistance as tested by FM Global or UL.

Reinstall the existing 2 1/4" isocyanurate in plastic foam insulation adhesive, staggering joints (12" min).

Some tapered isocyanurate insulation will be required to transition between the concrete and metal deck systems.

On the concrete deck portions the existing 1 1/2" isocyanurate insulation shall be attached to the deck in foam adhesive.

Reinstall the existing 2 1/4" isocyanurate in plastic foam insulation adhesive, staggering joints (12" min).

NOTE: On concrete portions of deck there is above deck conduit.

Install new layer of 1" isocyanurate in plastic foam adhesive.

Install new tapered isocyanurate saddles and crickets. Saddle and crickets shall be constructed with **one-half inch (1/2")** per twelve inches (12") slope. Saddles and crickets shall be installed per detail drawings. Saddles and crickets shall be installed to insure positive drain flow to the drains.

Install 1/4" silicone impregnated, fiberglass reinforced gypsum cover board in insulation adhesive.

NOTE: Supplemental layers of insulation, installed over the base layer, including saddle and crickets, will be adhered insulation adhesive as required by manufacturer. (See Materials section).

Install one (1) modified bituminous base ply sheet adhered in a solid one and one-fourth gallon (1-1/4) per one hundred (100) square feet nominal application of modified bitumen adhesive.

Install one (1) modified bituminous surface ply sheet adhered in a solid one and one-fourth gallon (1-1/4) per one hundred (100) feet nominal application of modified bitumen adhesive. All laps shall be heat welded with a hot air welder.

Replace all flashings as specified herein and as shown in the detail drawings.

Replace all accessory metal as indicated in the detail drawings.

Install wood blocking and nailers to insure a minimum eight inches (8") vertical flashing height at all curbs and penetrations.

Install walk pads as shown.

NOTE: Roof system construction shall be per manufacturer acceptance to meet warranty requirements of twenty (20) years (NDL) for the project.

All required guarantees/warranties shall be submitted to the Owner prior to final payment of the project.

2.2 ROOF AREA .10

The existing roof assembly at consists of:

DECK: Concrete Deck

DECK: Metal Deck w/gypsum board

VAPOR RETARDER: N/A

VAPOR RETARDER: N/A

INSULATION: 1 1/2" & 2 1/4" Isocyanurate

INSULATION: 2 1/4" Iso & Tapered EPS

ROOF MEMBRANE: EPDM

ROOF MEMBRANE: EPDM

SURFACING: Ballasted

SURFACING: Ballasted

The manufacturers specifications listed below are to be used in addition to the specifications and drawings contained herein. Where a discrepancy exists between these Contract Documents and the Manufacturer's Requirements, the Contractor shall inform the Owner and the necessary changes shall be approved in writing prior to installation of materials. The Contractor shall arrange for inspections by the material manufacturer's representative at the preconstruction meeting, mid-project, and final inspection.

ROOF ASSEMBLIES SHALL BE UL CLASS A RATED OR FM CLASS 1

SIPLAST
TAMKO
GAF
FIRESTONE

Ballast and EPDM shall be removed.

On the metal deck portions the existing 2 1/4" isocyanurate shall be mechanically attached to the metal deck to withstand 90 PSF wind uplift resistance as tested by FM Global or UL.

Some tapered isocyanurate insulation will be required to transition between the concrete and metal deck systems.

On the concrete deck portions the existing 1 1/2" isocyanurate insulation shall be attached to the deck in foam adhesive.

Reinstall the existing 2 1/4" isocyanurate in plastic foam insulation adhesive, staggering joints (12" min).

NOTE: On concrete portions of deck there is above deck conduit.

Install new layer of 1" isocyanurate in plastic foam adhesive.

Install new tapered isocyanurate saddles and crickets. Saddle and crickets shall be constructed with **one-half inch (1/2")** per twelve inches (12") slope. Saddles and crickets shall be installed per detail drawings. Saddles and crickets shall be installed to insure positive drain flow to the drains.

Install 1/4" silicone impregnated, fiberglass reinforced gypsum cover board in insulation adhesive.

NOTE: Supplemental layers of insulation, installed over the base layer, including saddle and crickets, will be adhered insulation adhesive as required by manufacturer. (See Materials section).

Install one (1) modified bituminous base ply sheet adhered in a solid one and one-fourth gallon (1-1/4) per one hundred (100) square feet nominal application of modified bitumen adhesive.

Install one (1) modified bituminous surface ply sheet adhered in a solid one and one-fourth gallon (1-1/4) per one hundred (100) feet nominal application of modified bitumen adhesive. All laps shall be heat welded with a hot air welder.

Replace all flashings as specified herein and as shown in the detail drawings.

Replace all accessory metal as indicated in the detail drawings.

Install wood blocking and nailers to insure a minimum eight inches (8") vertical flashing height at all curbs and penetrations.

Install walk pads as shown.

NOTE: Roof system construction shall be per manufacturer acceptance to meet warranty requirements of twenty (20) years (NDL) for the project.

All required guarantees/warranties shall be submitted to the Owner prior to final payment of the project.

2.3 ROOF AREA .11

The existing roof assembly at consists of:

DECK: Metal Deck with 5/8" Gypsum Board

VAPOR RETARDER: N/A

INSULATION: 2 1/4" Isocyanurate

ROOF MEMBRANE: EPDM

SURFACING: Ballasted

The manufacturers specifications listed below are to be used in addition to the specifications and drawings contained herein. Where a discrepancy exists between these Contract Documents and the Manufacturer's Requirements, the Contractor shall inform the Owner and the necessary changes shall be approved in writing prior to installation of materials. The Contractor shall arrange for inspections by the material manufacturer's representative at the preconstruction meeting, mid-project, and final inspection.

ROOF ASSEMBLIES SHALL BE UL CLASS A RATED OR FM CLASS 1

SIPLAST
TAMKO
GAF
FIRESTONE

Ballast and EPDM shall be removed. The existing 2 1/4" isocyanurate shall be mechanically attached to the metal deck to withstand 90 PSF wind uplift resistance as tested by FM Global or UL.

Install new layer of 1" isocyanurate in plastic foam adhesive.

Install new tapered isocyanurate saddles and crickets. Saddle and crickets shall be constructed with **one-half inch (1/2")** per twelve inches (12") slope. Saddles and crickets shall be installed per detail drawings. Saddles and crickets shall be installed to insure positive drain flow to the drains.

Install 1/4" silicone impregnated, fiberglass reinforced gypsum cover board in insulation adhesive.

NOTE: Supplemental layers of insulation, installed over the base layer, including saddle and crickets, will be adhered insulation adhesive as required by manufacturer. (See Materials section).

Install one (1) modified bituminous base ply sheet adhered in a solid one and one-fourth gallon (1-1/4) per one hundred (100) square feet nominal application of modified bitumen adhesive.

Install one (1) modified bituminous surface ply sheet adhered in a solid one and one-fourth gallon (1-1/4) per one hundred (100) feet nominal application of modified bitumen adhesive. All laps shall be heat welded with a hot air welder.

Replace all flashings as specified herein and as shown in the detail drawings.

Replace all accessory metal as indicated in the detail drawings.

Install wood blocking and nailers to insure a minimum eight inches (8") vertical flashing height at all curbs and penetrations.

Install walk pads as shown.

NOTE: Roof system construction shall be per manufacturer acceptance to meet warranty requirements of twenty (20) years (NDL) for the project.

All required guarantees/warranties shall be submitted to the Owner prior to final payment of the project.

2.4 ROOF AREA .12

The existing roof assembly at consists of:

DECK: Metal Deck with 5/8" Gypsum Board

VAPOR RETARDER: N/A

INSULATION: 2 1/4" Isocyanurate - Tapered Expanded Polystyrene

ROOF MEMBRANE: EPDM

SURFACING: Ballasted

The manufacturers specifications listed below are to be used in addition to the specifications and drawings contained herein. Where a discrepancy exists between these Contract Documents and the

Manufacturer's Requirements, the Contractor shall inform the Owner and the necessary changes shall be approved in writing prior to installation of materials. The Contractor shall arrange for inspections by the material manufacturer's representative at the preconstruction meeting, mid-project, and final inspection.

ROOF ASSEMBLIES SHALL BE UL CLASS A RATED OR FM CLASS 1

SIPLAST
TAMKO
GAF
FIRESTONE

Ballast, EPDM and expanded Polystyrene shall be removed. The existing 2 1/4" isocyanurate shall be mechanically attached to the metal deck to withstand 90 PSF wind uplift resistance as tested by FM Global or UL.

Install a layer of 1/4" per foot of tapered isocyanurate as shown on drawings. Adhere in plastic foam insulation adhesive, staggering joints (12" min).

Install new tapered isocyanurate saddles and crickets. Saddle and crickets shall be constructed with **one-half inch (1/2")** per twelve inches (12") slope. Saddles and crickets shall be installed per detail drawings. Saddles and crickets shall be installed to insure positive drain flow to the drains.

Install 1/4" silicone impregnated, fiberglass reinforced gypsum cover board in insulation adhesive.

NOTE: Supplemental layers of insulation, installed over the base layer, including saddle and crickets, will be adhered insulation adhesive as required by manufacturer. (See Materials section).

Install one (1) modified bituminous base ply sheet adhered in a solid one and one-fourth gallon (1-1/4) per one hundred (100) square feet nominal application of modified bitumen adhesive.

Install one (1) modified bituminous surface ply sheet adhered in a solid one and one-fourth gallon (1-1/4) per one hundred (100) feet nominal application of modified bitumen adhesive. All laps shall be heat welded with a hot air welder.

Replace all flashings as specified herein and as shown in the detail drawings.

Replace all accessory metal as indicated in the detail drawings.

Install wood blocking and nailers to insure a minimum eight inches (8") vertical flashing height at all curbs and penetrations.

Install walk pads as shown.

NOTE: Roof system construction shall be per manufacturer acceptance to meet warranty requirements of twenty (20) years (NDL) for the project.

All required guarantees/warranties shall be submitted to the Owner prior to final payment of the project.

2.5 ROOF AREA .06 - ALTERNATE #1

The existing roof assembly at consists of:

DECK: Metal Deck with 5/8" Gypsum Board

VAPOR RETARDER: N/A

INSULATION: 2 1/4" Isocyanurate

ROOF MEMBRANE: EPDM

SURFACING: Ballasted

The manufacturers specifications listed below are to be used in addition to the specifications and drawings contained herein. Where a discrepancy exists between these Contract Documents and the Manufacturer's Requirements, the Contractor shall inform the Owner and the necessary changes shall be approved in writing prior to installation of materials. The Contractor shall arrange for inspections by the material manufacturer's representative at the preconstruction meeting, mid-project, and final inspection.

ROOF ASSEMBLIES SHALL BE UL CLASS A RATED OR FM CLASS 1

SIPLAST
TAMKO
GAF
FIRESTONE

Ballast and EPDM shall be removed. The existing 2 1/4" isocyanurate shall be mechanically attached to the metal deck to withstand 90 PSF wind uplift resistance as tested by FM Global or UL.

Install new layer of 1" isocyanurate in plastic foam adhesive.

Install new tapered isocyanurate saddles and crickets. Saddle and crickets shall be constructed with **one-half inch (1/2")** per twelve inches (12") slope. Saddles and crickets shall be installed per detail drawings. Saddles and crickets shall be installed to insure positive drain flow to the drains.

Install 1/4" silicone impregnated, fiberglass reinforced gypsum cover board in insulation adhesive.

NOTE: Supplemental layers of insulation, installed over the base layer, including saddle and crickets, will be adhered insulation adhesive as required by manufacturer. (See Materials section).

Install one (1) modified bituminous base ply sheet adhered in a solid one and one-fourth gallon (1-1/4) per one hundred (100) square feet nominal application of modified bitumen adhesive.

Install one (1) modified bituminous surface ply sheet adhered in a solid one and one-fourth gallon (1-1/4) per one hundred (100) feet nominal application of modified bitumen adhesive. All laps shall be heat welded with a hot air welder.

Replace all flashings as specified herein and as shown in the detail drawings.

Replace all accessory metal as indicated in the detail drawings.

Install wood blocking and nailers to insure a minimum eight inches (8") vertical flashing height at all curbs and penetrations.

Install walk pads as shown.

NOTE: Roof system construction shall be per manufacturer acceptance to meet warranty requirements of twenty (20) years (NDL) for the project.

All required guarantees/warranties shall be submitted to the Owner prior to final payment of the project.

2.6 ALTERNATE #2 - LADDER INSTALLATION

Install ladders as shown on Detail Drawing WP01

CONTRACT FORMS:

6.1 FORM OF PROPOSAL:

PROJECT: Union County Law Enforcement Center
3344 Presson Road
Monroe, N.C.

SPECIFICATION DATE: September 2009

CONTRACTOR: Weathergard, Inc.

ADDRESS: P. O. Box 1085
Monroe, NC 28111

(Telephone w/Area Code) 704-289-6404

DATE: September 15, 2009

LICENSE/LIMITS: #8249/Unlimited

INSURANCE CARRIER: CRSMCA-SIF - Workman's Compensation

SIGNATURE OF CONTRACTOR OFFICER: The Cincinnati Ins. Co. - G & L


We acknowledge receipt of the following addenda to the Specifications (if none received, so state):

Prebid Meeting Minutes 09/02/09 Addendum #1 09/08/09 Addendum #2 N/A

COMPOSITE PRICE FOR WORK INCLUDED IN THE BID DOCUMENTS AND AS OUTLINED IN THE SCOPE OF WORK:

Base Bid - Roof Areas 9, 10, 11, 12	\$ <u>217,400.00</u>
Alternate #1 - Roof Area .06	\$ <u>34,500.00</u>
Alternate #2 - Ladder Installation	\$ <u>12,500.00</u>

Having visited the site of proposed Work and checked all dimensions of areas included in the Scope of Work, our composite Base Bid includes approximately:

- ROOF AREA .06 3,250 SQ. FT.
- ROOF AREA .09 8,400 SQ. FT.
- ROOF AREA .10 8,400 SQ. FT.
- ROOF AREA .11 3,400 SQ. FT.
- ROOF AREA .12 950 SQ. FT.

Union County
Law Enforcement Center, 2009 Roof Replacement

Unit prices as given below shall be used for adjustments to the Contract at the discretion of the Owner in accordance with the General Conditions of the Contract and the Bid Documents. Unit Prices shall be for Work in place and shall include all costs, excluding sales taxes, profit and overhead.

Wood Blocking, installed/BF	\$ <u>3.50</u>
Steel Deck Replacement/SF	\$ <u>5.50</u>
Waterproofing Membrane/SF	\$ <u>1.50</u>
2 1/4" Isocyanurate Installed/SF	\$ <u>1.10</u>
1 1/2" Isocyanurate Installed/SF	\$ <u>.75</u>
Additional Scuppers/EA (with leaders & downspouts)	\$ <u>800.00</u>
Roofing Membrane/SF	\$ <u>2.50</u>
5/8" Fire Rated Gypsum Board/SF (installed)	\$ <u>1.00</u>

If additional work is required and is not covered by the Unit Prices above, the Contractor shall perform the work at his actual cost plus the overhead and profit percentage given below. Percentages for extra work will be considered in the award of the Contract.

Cost plus 25 % Overhead and Profit

Certified material invoices and labor records maintained by the Contractor to be submitted to the Owner with his request for payment for additional required/requested Work shall substantiate cost.

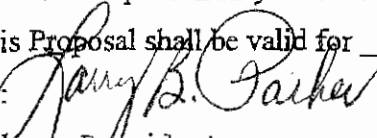
ESTIMATED TIME TO COMPLETION: BASE BID 60 WORKING DAYS

ADDITIONAL TIME TO COMPLETION: ALT #1 15 WORKING DAYS

ADDITIONAL TIME TO COMPLETION: ALT #2 5 WORKING DAYS

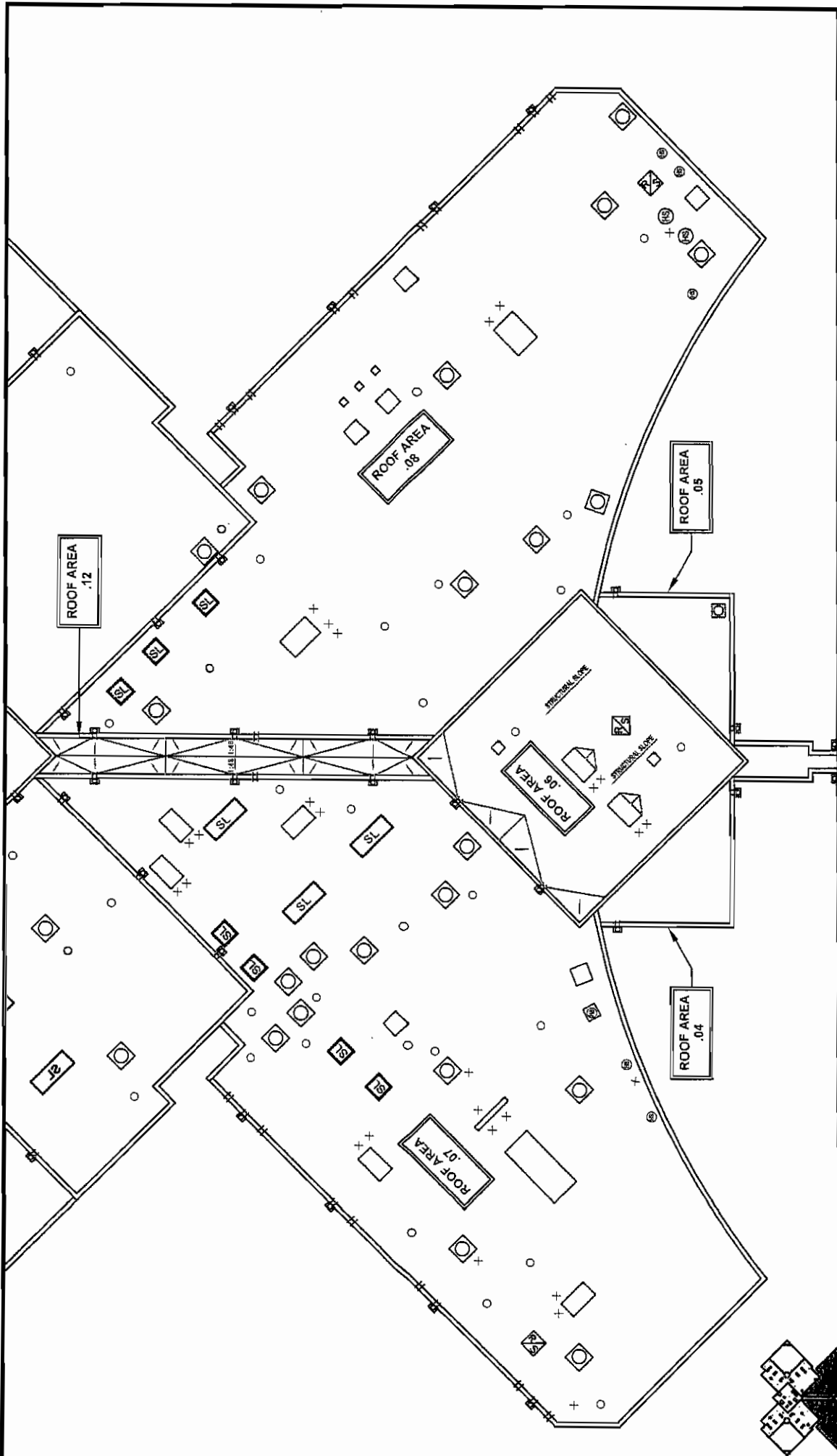
Time to completion may be considered in the award of the Contract.

This Proposal shall be valid for 60 days from the date of submittal.

By: 
Title: President

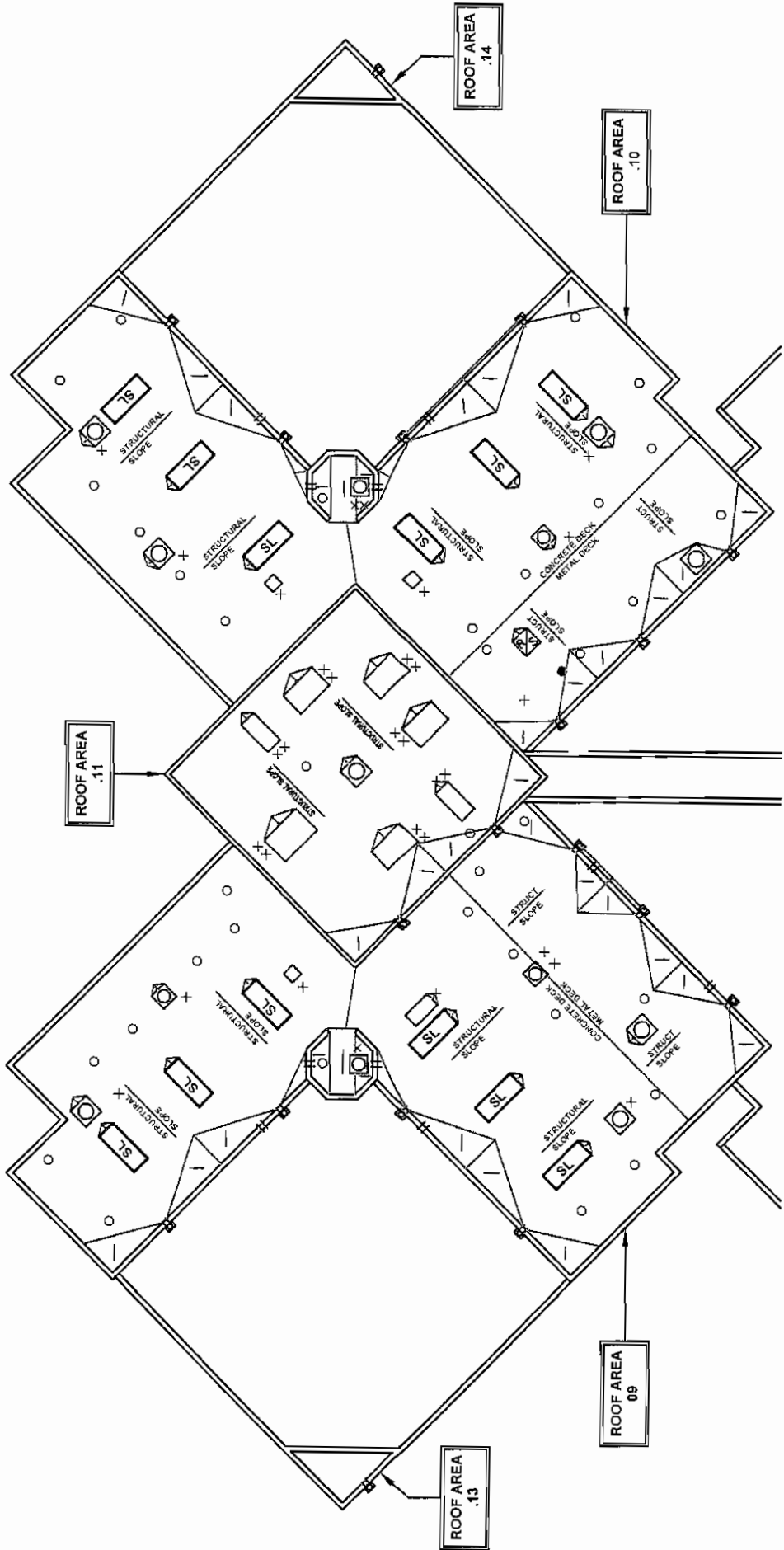
SUB-CONTRACTORS: List all proposed sub-contractors by firm name. If no sub-contractors are anticipated, so state.

R. K. HydroVac
All Points Waste Service



TAPERED INSULATION PLAN #1 Nelson Hall & Associates Roof Contracting Services 101 Lenoir Ave., Morris, NC 27562-9825 FAX 704/893-9994 Union County Law Enforcement 3341 Presson Road Monroe, North Carolina 2009 ROOF RENOVATIONS		15th SEPTEMBER 2009 Project No. TP01	
REV. NO. 1 2 3	DATE 9/2 10/2 11/2	DESCRIPTION ISSUED FOR BID PRELIM MINUTES	Hvac Unit THROUGH WALL SCUPPER COLLECTOR HD
LEGEND x TUBULAR PENETRATION [SL] SKYLIGHT [V] VENT/STACK [F] FAN CURB [P] PENETRATION [H] ROOF HATCH [O] VENT OPENING		[H] HVAC UNIT [T] THROUGH WALL SCUPPER [C] COLLECTOR HD	

KEY PLAN



TAPERED INSULATION PLAN #2

Malcom Hall & Associates Roof Consulting Services
 100-C Lancaster Ave., Morris, NC 27556 704/282-0888 FAX 704/289-4506

Project No. AUGUST 2003
 Drawing No. **TP02**

Union County Law Enforcement
 3344 Presson Road
 Monroe, North Carolina
 2009 ROOF RENOVATIONS

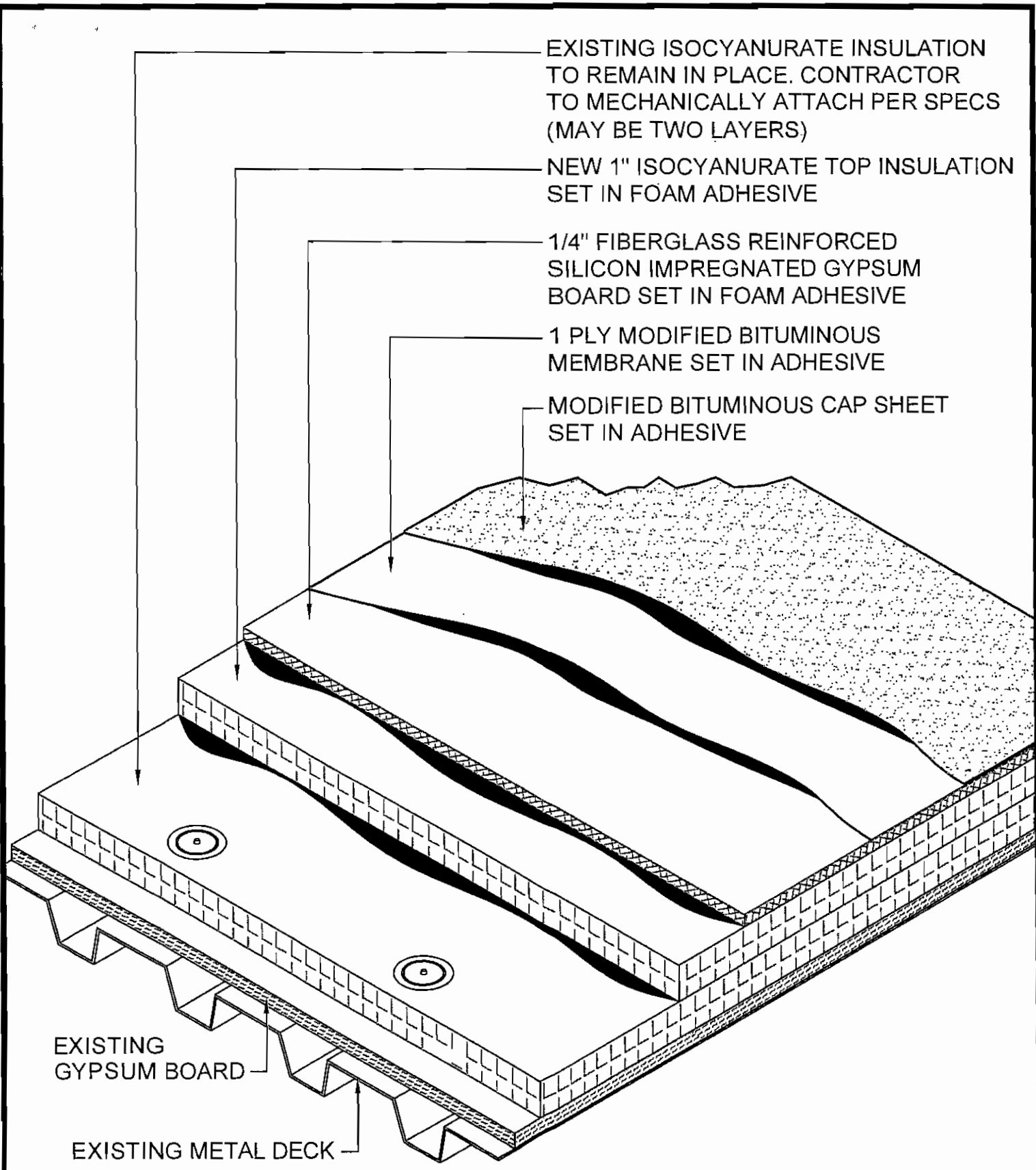
REV. DATE	REVET.	JOB	DESCRIPTION	ISSUED FOR BID	PREPARED BY	MINUTES
1	19/02	JD				
2						
3						

3. This plan shall not affect any requirements of the correct existing conditions with this drawing. Field adjustments may be required due to unknown existing conditions.

LEGEND

	SKYLIGHT		HVAC UNIT
	TUBULAR PENETRATION		THROUGH WALL SCUPPER
	ROOF HATCH		COLLECTOR HD
	VENT/STACK		
	FAN CURB		
	VENT OPENING		

KEY PLAN



REV.	DATE	DRAFT	DESCRIPTION
	7/02	JB	ISSUED FOR BID
1	9/02	JB	PREBID MINUTES
2			
3			

MODIFIED / RIDGED BOARD SYSTEM ON METAL DECK

Nelson Hall & Associates Roof Consulting Services
 1001 Lancaster Ave., Monroe, NC 28112 704/282-0826 FAX 704/289-6956

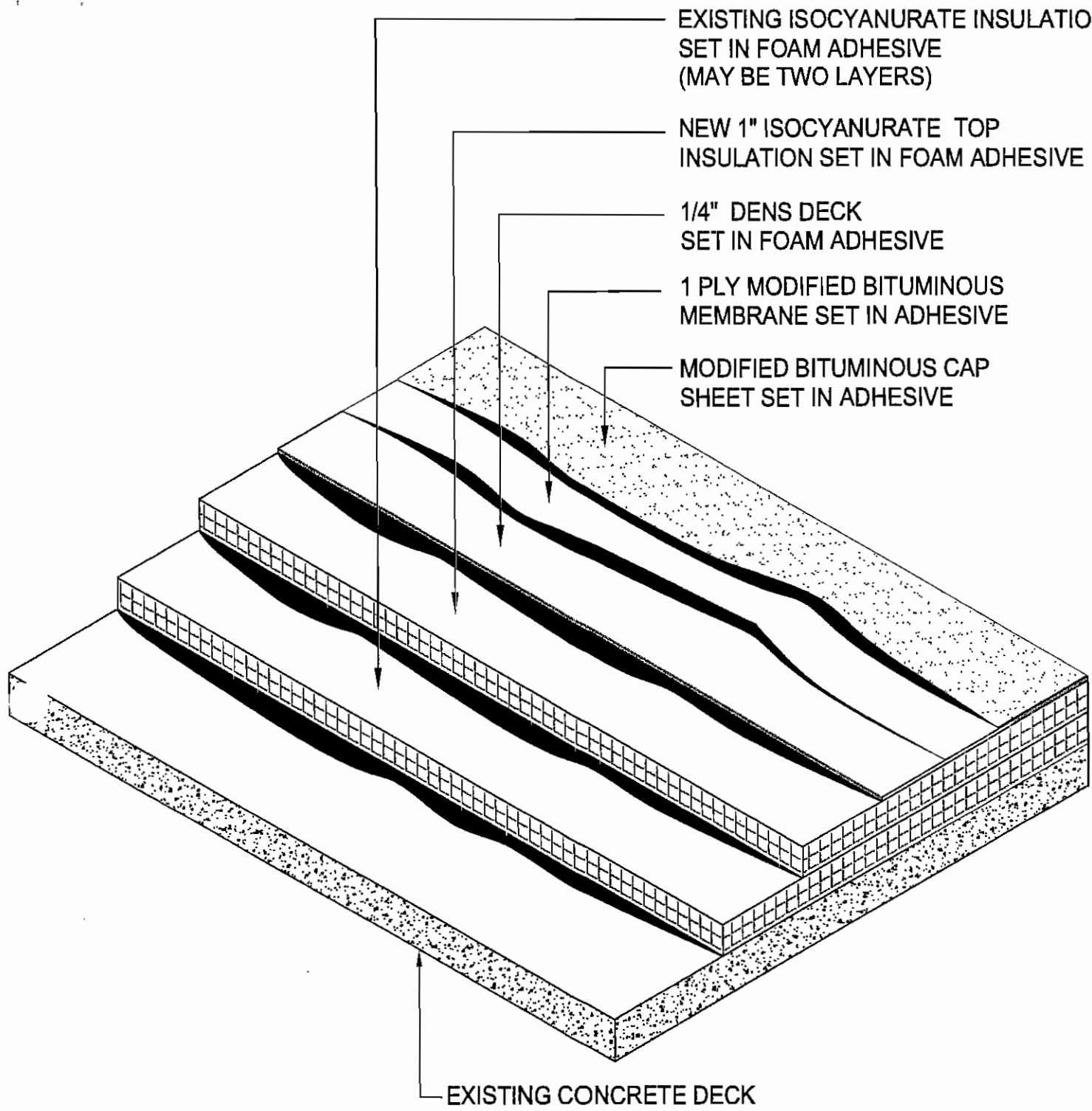
Date: SEPTEMBER 2009

UNION COUNTY LAW ENFORCEMENT CENTER
 3344 Presson Road
 Monroe, North Carolina

Drawing No. **01**

NH&A has made every effort to represent the correct existing conditions with this drawing. Field adjustments may be required due to unknown existing conditions.

2009 ROOF RENOVATION



REV.	DATE	DRAFT	DESCRIPTION
	/02	JB	ISSUED FOR BID
1	9/02	JB	PREBID MINUTES
2			
3			

NH&A has made every effort to represent the correct existing conditions with this drawing. Field adjustments may be required due to unknown existing conditions.

MODIFIED / RIDGED BOARD SYSTEM ON CONCRETE DECK

Nelson Hall & Associates Roof Consulting Services
 1001-C Lancaster Ave., Monroe, NC 28112 704/282-0826 FAX 704/289-6956

Date: SEPTEMBER 2009

UNION COUNTY LAW ENFORCEMENT CENTER
 3344 Presson Road
 Monroe, North Carolina

Drawing No.:

02



September 8, 2009

Dean Glenn
County of Union
General Services Department
500 N. Main Street, Suite 8
Monroe, NC 28112

RE: Addendum #1 - Law Enforcement Center

Contractors need to review the guidelines in preparation of the Law Enforcement Center bid by going to the website below:

[http://www.co.union.nc.us/PropertyServices/GeneralServicesPurchasing/CurrentBids/
tabid/326/Default.aspx](http://www.co.union.nc.us/PropertyServices/GeneralServicesPurchasing/CurrentBids/tabid/326/Default.aspx)

- /// AAR of NC
- /// Cyclone Roofing
- /// Gardner Roofing
- /// Interstate Roofing
- /// LCM Builders
- /// Mitex Roofing
- /// Piedmont Roofing
- /// Premier Building Products
- /// Radco Construction
- /// Roof-Tek
- /// Roofing Service
- /// T.R. Driscoll
- /// Weathergard

If I can be of further service, please advise.

Jerel Burris, RRC, RRO
Vice President



**Union County
General Services Department**

September 9, 2009

Union County Law Enforcement Center Roof Replacement

Addendum 1

Minority Requirements

Minority-owned, Woman-owned, Disadvantaged-owned Outreach Plan and Guidelines

Union County

**Minority-owned, Woman-owned, Disadvantaged-owned
Outreach Plan and Guidelines**

Updated July 1, 2009

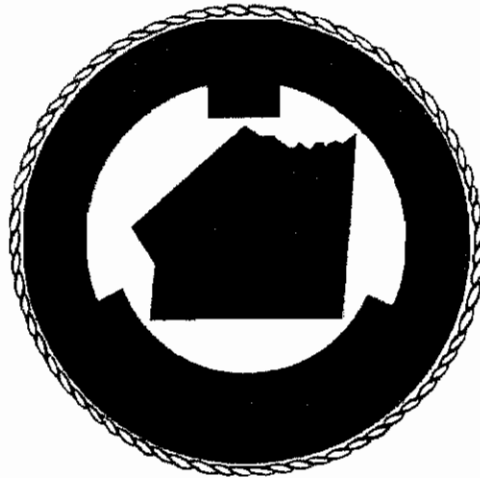


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OUTREACH PLAN AND GUIDELINES FOR RECRUITMENT AND SELECTION OF MINORITY BUSINESSES FOR PARTICIPATION IN UNION COUNTY BUILDING CONSTRUCTION CONTRACTS

In accordance with G.S. 143-128.2 (effective January 1, 2002) these guidelines establish goals for minority participation in single-prime bidding, separate-prime bidding, Construction Manager-at-Risk, and alternative contracting methods on Union County building construction projects in the amount of \$300,000 or more. The Outreach Plan shall also be applicable to the selection process of architectural, engineering and Construction Manager-at-Risk services.

Union County's current goal for minority participation for public building construction is ten percent (10%). The overall goal will be reviewed annually or as soon as relevant data is available.

I INTENT

The intent of these guidelines is that Union County, as awarding authority for construction projects, and the contractors and subcontractors performing the construction contracts awarded, shall cooperate and in good faith do all things, legal, proper and reasonable to achieve the statutory goal of ten percent (10%) for participation by minority businesses in each construction project as mandated by GS 143-128.2. Nothing in these guidelines shall be construed to require contractors or awarding authorities to award contracts or subcontracts to or to make purchases of materials or equipment from minority-business contractors or minority-business subcontractors who do not submit the lowest responsible responsive bid or bids.

II DEFINITION

1. Minority – a person who is a citizen or lawful permanent resident of the United States and who is:
 - a. Black, that is, a person having origins in any of the black racial groups in Africa;
 - b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central American, or the Caribbean Islands, regardless of race;
 - c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, or the Pacific Islands;
 - d. American Indian, that is, a person having origins in any of the original peoples of North America; or
 - e. Female

2. Minority Business – means a business

- a. In which at least fifty-one percent (51%) is owned by one or more minority persons, or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals; and
 - b. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.
3. Socially and economically disadvantaged individual – means the same as defined in 15 U.S.C. 637. “Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities”. “Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged”.
4. Public Entity – means State and all public subdivisions and local government units.
5. Owner – Union County.
6. Designer – Any person, firm, partnership, or corporation, which has contracted with Union County to perform architectural or engineering work.
7. Bidder – Any person, firm, partnership, corporation, association, or joint venture seeking to be awarded a public contract or subcontract.
8. Contract – A mutually binding legal relationship, or any modification thereof, obligating the seller to furnish equipment, materials or services, including construction, and obligating the buyer to pay for them.
9. Contractor – Any person, firm, partnership, corporation, association, or joint venture which has contracted with Union County to perform construction work or repair.
10. Subcontractor – A firm under contract with the prime contractor or Construction Manager-at-Risk for supplying materials or labor and materials and/or installation. The subcontractor may or may not provide materials in the subcontract.

III MINORITY AND SMALL BUSINESS PARTICIPATION OUTREACH PLAN

1. Work with minority-focused and small business groups that support MBE and small business inclusion in the solicitation of bids. These groups include the Small Business Center Network (SBCN) (Anson & Union Counties), The Small Business and Technology Development Center (SBTDC), and The Union County Chamber of Commerce.
2. Place more emphasis on the importance of soliciting certified MBE firms and small businesses for subcontracting opportunities at pre-bid conferences and in the bid documents. Examine specifications to identify special subcontracting opportunities and strongly encourage prime contractors to solicit bids for subcontracts from MBE firms.
3. Provide detailed information to majority contractors concerning the Guidelines for Recruitment and Selection of Minority Business and Outreach Plan and provide information on G.S. 143-129 by holding meetings with the contractors.
4. Assess the effectiveness of the MBE Program, and identify opportunities to enhance it, by evaluating MBE participation and compliance and reviewing the "good faith efforts" provided in bid packages.
5. Identify subcontracting opportunities unique to each construction contract and project and concentrate heavily on targeting certified MBE firms and small businesses that have expressed an interest in Union County projects. Identify these opportunities and contact interested businesses no later than 10 days prior to the bid opening and provide a list of prime contractors plan to participate in the project.
6. Build new business relationships through networking and continue networking with other North Carolina cities and counties to find out how their Outreach Program and MBE program is working and sharing "best practices" and ideas to improve the program.
7. Participate in education opportunities throughout the community as they become available and offer training sessions to share the County's Outreach Plan with interested businesses and organizations.
8. Be visible through participation in trade shows and business organizations of interest to MBE firms, majority contractors and small businesses, and provide information to the general public about the MBE Program, and continue outreach efforts to the business community.

9. Enhance the County's web page by including the Outreach Plan and Guidelines, listing good faith efforts, and creating links to MBE resources, and creating awareness of specific subcontracting opportunities.
10. Make available to minority-focused agencies, a list of subcontracting opportunities when they are identified, no later than 10 days prior to the bid opening, and a list of prime bidders that subcontractors may wish to contact for subcontracting consideration.
11. Direct MBE firms to the Statewide certification program, this database is specifically for MBE firms to ensure those firms wishing to do business with Union County or any other public entity have access to up to date information.
12. Advertise upcoming bid opportunities in minority-focused media and on the county website at www.co.union.nc.us.
13. Work with architects and engineers to make subcontracting opportunities more noticeable and more easily understood by potential contractors and subcontractors.
14. Document telephone calls, emails and correspondence with or on behalf of DBEs and encourage interested eligible firms to become NCDOT certified.

IV DESIGNER RESPONSIBILITIES

Under the single-prime bidding, separate prime bidding, dual bidding, Construction Manager-at-Risk, or alternative contracting method, the designer must do all of the following:

1. Attend the scheduled pre-bid conference to explain minority business requirements to the prospective bidders.
2. Assist the owner to identify and notify prospective minority business prime and subcontractors of potential contracting opportunities.
3. Maintain documentation of any contacts, correspondence, or conversations with minority business firms made in an attempt to meet the goals.
4. Review jointly with the owner, all requirements of G.S. 143-128.2(c) and G.S. 143-128.2(f) – (i.e. bidders' proposal for identification of the minority businesses that will be utilized with corresponding dollar value of the bid and affidavit listing Good Faith Efforts or affidavit of self-performance of work, if the contractor will perform work under contract by its own workforce) – prior to recommendation of an award.

- e. During the construction phase of the project, review "MBE Documentation for Contract Payment" form with monthly pay applications to the owner and forward copies to the Union County.

V PRIME CONTRACTOR(S) CONSTRUCTION MANAGER-AT RISK, AND ITS FIRST-TIER SUBCONTACTORS' RESPONSILITIES

Under the single-prime bidding, the separate-prime bidding, dual bidding, Construction Manager-at-Risk and alternative contracting methods, contractor(s) must do all of the following:

1. Attend the scheduled pre-bid conference.
2. Identify or determine those work areas of a subcontract where minority businesses may have an interest in performing subcontract work.
3. At least ten (10) days prior to the scheduled day of bid opening, notify minority businesses of potential subcontracting opportunities listed in the proposal. The notification must include all of the following:
 - a. A description of the work for which the subbid is being solicited.
 - b. The date, time and location where subbids are to be submitted.
 - c. The name of the individual within the company who will be available to answer questions about the project.
 - d. Where bid documents may be reviewed.
 - e. Any special requirements that may exist, such as insurance, licenses, bonds and financial arrangements.
4. During the bidding process, comply with the contractor(s) requirements listed in the proposal for minority participation.
5. Identify on the bid the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit listing good faith efforts as required by G.S. 143-128.2(c) and G.S. 143-128.2(f) or Intent to Perform Contract With Own Workforce affidavit.
6. Make documentation showing evidence of implementation of Prime Contractor, Construction Manager-at-Risk and First Tier Subcontractor responsibilities available for review by Union County upon request.
7. Provide one of the following upon being named the apparent low bidder:
 - (1) an affidavit that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal. This affidavit shall give rise to a presumption that the bidder has made the required good faith effort; or
 - (2) if the percentage is not equal to the applicable goal, then documentation of all good faith efforts taken to meet the goal. The documentation must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations, and evidence of other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract. Failure to comply with these requirements is grounds for rejection of the bid and award to the next lowest responsible and responsive bidder.

8. Identify the name(s) of minority business subcontractor(s) and corresponding dollar amount of work on the schedule of values.
9. Submit with each monthly pay requests(s) and final payment(s), "MBE Documentation for Contract Payment" for designer's review.
10. If at any time during the construction of a project, it becomes necessary to replace a minority business subcontractor, immediately advise the owner in writing of the circumstances involved. The prime contractor shall make a good faith effort to replace a minority business subcontractor with another minority business subcontractor.
11. Make a good faith effort to solicit subbids from minority businesses during the construction of a project if additional subcontracting opportunities become available.

VI MINORITY BUSINESS RESPONSIBILITIES

Union County does not certify minority, disadvantaged or woman-owned businesses. Any business which desires to participate as an MBE will be required to register with the Statewide HUB certification Program, this system will replace all other HUB certification or registration programs currently used by public entities in North Carolina. Required by G.S. 143-128.4(e), G.S. 143-48.4(c) as of July 1, 2009, NC state agencies and local governments may count **only** those businesses that are certified as HUBs through the new statewide system to determine whether their participation goals have been met. In other words, a business that was registered as a HUB through a local government's own registration system but has not been certified as a HUB through the new statewide system will not count towards that local government's participation goals.

To register HUBs need to go to:

<http://www.doa.state.nc.us/hub/prog-certification.htm>

A copy of these guidelines will be issued with each bid package for Union County building construction projects. These guidelines shall apply to all contractors regardless of ownership.

VII MINIMUM COMPLIANCE REQUIREMENTS

All written statements, affidavits or intentions made by the Bidder shall become a part of the agreement between the Contractor and Union County for the performance of the contract. Failure to comply with any of these statements, affidavits or intentions, or with the minority business guidelines shall constitute a breach of contract. A finding by the County that any information, submitted either prior to award of the contract or during the performance of the contract, is inaccurate, false or incomplete, shall constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the

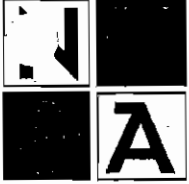
termination provisions contained in the contract. It shall be solely at the option of Union County whether to terminate the contract for breach.

In determining whether a contractor has made Good Faith Efforts, Union County will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of these efforts. Contractors are required to earn at least 50 points. Failure to file a required affidavit or documentation that demonstrates that the contractor made the required good faith effort is grounds for rejection of the bid.

1. Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed. Value = 10 points.
2. Making the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bid or proposals are due. Value = 10 points.
3. Breaking down or combining elements of work in economically feasible units to facilitate minority participation. Value – 15 points.
4. Working with minority trade, community, or contractor organizations identified by the Office for Historically Underutilized Businesses and those included in the bid documents to provide assistance in recruitment of minority businesses. Value = 10 points.
5. Attending any prebid meetings scheduled by the public owner. Value = 10 points.
6. Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors. Value = 20 points.
7. Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing. Value = 15 points.
8. Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting minority businesses in obtaining the same

unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit. Value = 25 points.

9. Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public building construction or repair project when possible. Value = 20 points.
10. Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands. Value = 20 points



Roof Consulting
Services

September 15, 2009

Barry Wyatt
County of Union
General Services Department
500 N. Main Street, Suite 8
Monroe, NC 28112

RE: Bid Opening - Law Enforcement Center

On September 15, 2009 at 2:00 pm bids were accepted for the upcoming roof project at Union County Law Enforcement Center. The bid tabulation sheet is attached.

Present at the meeting were as follows:

<u>Name</u>	<u>Company</u>	<u>Fax</u>
Russ Cranford	Gardner Roofing	843-332-9339
Brian Yorke	Mitex Roofing	704-933-0628
David Sneed	Roofing Service	704-289-6197
Dean Glenn	Union County	704-283-3512
Barry Wyatt	Union County	704-283-3512
Jerel Burris	NH&A	704-289-6956
Nelson Hall	NH&A	704-289-6956

Not present at the meeting but submitted a bid:

Interstate Roofing	704-527-3704
Piedmont Roofing	704-624-5979
Radco Construction	704-392-1044
Roof-Tek	704-624-6381
Weathergard	704-283-8723

On the basis of low base bid of \$217,400, I would recommend that Weathergard, Inc. be awarded the contract.

If I can be of further service, please advise.

Regards,

Jerel Burris, RRO, RRC
Vice President

UNION COUNTY LAW ENFORCEMENT CENTER

SEPTEMBER 15, 2009

BID OPENING:

Contractor	License No.	Bid Bond	Minority Forms	Prebid Minutes	Add #1	Base Bid - Roof Areas 9,10,11,12	Working Days	Alt #1 - Roof Area .06	Working Days	Alt #2 - Ladder	No of Days
AAR of NC		NO BID									
Cyclone Roofing	60043	NO BID									
Gardner Roofing	99057	X	B	X	X	\$308,253	45	\$54,600	6	\$17,220	5
Interstate Roofing	10143	X	B	X		\$219,500	50	\$25,000	60	\$12,000	30
LCM Builders		NO BID									
Mitex Roofing	52964	X	B	X	X	\$257,000	70	\$44,000	15	\$18,500	15
Piedmont Roofing	31603	X	B	X	X	\$250,000	90	\$40,000	25	\$8,000	10
Radco Construction	24468	X	B	X	X	\$258,000	50	\$41,412	15	\$24,900	7
Roofing Service	15230	X	B	X	X	\$224,590	70	\$34,100	15	\$12,000	10
Roof-Tek	11770	X	B	X	X	\$230,000	90	\$35,700	20	\$6,500	5
T.R. Driscoll		NO BID									
Weathergard	11867	X	B	X	X	\$217,400	60	\$34,500	15	\$12,500	5

*Nelson Hall & Associates, Inc.
1001 Lancaster Ave., Monroe, NC 28112*

AFFIDAVIT "A"- Listing of the Good Faith Effort

City of Monroe

Affidavit of Weathergard, Inc.
(Bidder)

I have made a good faith effort to comply under the following areas checked:
(a minimum of 50 points must be achieved to qualify as meeting the "Good Faith Effort")

- 1- Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed. (10 points)
- 2- Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due. (10 points)
- 3- Broken down or combined elements or work into economically feasible units to facilitate minority participation. (15 points)
- 4 - Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses. (10 points)
- 5 - Attended probed meetings scheduled by the public owner. (10 points)
- 6 - Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors. (20 points)
- 7 - Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing. (15 points)
- 8 - Provided assistance to an otherwise qualified minority business in need of equipment, loan capital lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit. (25 points)
- 9 - Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible. (20 points)
- 10 - Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands (20 points)

In accordance with GS143-128.2(d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 09/15/09 Name of Authorized Officer: Larry B. Parker
Signature: *Larry B. Parker*
Title: President

State of North Carolina, County of Union
Subscribed and sworn to before me this 15th Day of September 2009
Notary Public *Susan K. Browne*
My Commission Expires June 25, 2012



Identification of Minority Business Participation

I, _____ Weathergard, Inc. _____
 (Bidder)

Do hereby certify that on this project we will use the following minority business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work Type	*Minority Category
All Points Waste Service 1055 Van Buren Avenue, Indian Trail, NC	Dumpster Demolition	F

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A), American Indian (I)
 Female (F) Socially and Economically Disadvantaged (D)

The total value of minority business contracting will be _____ (\$) 1,500.00

THE CINCINNATI INSURANCE COMPANY
CINCINNATI, OHIO

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Weathergard, Inc.

as Principal, hereinafter called the Principal, and THE CINCINNATI INSURANCE COMPANY, a corporation duly organized under the laws of the State of Ohio, as Surety, hereinafter called the Surety, are held and firmly bound unto

County of Union, 500 N Main Street #8, Monroe NC 28112

as Oblige, hereinafter called the Oblige, in the sum of Five Per Cent of the Amount Bid

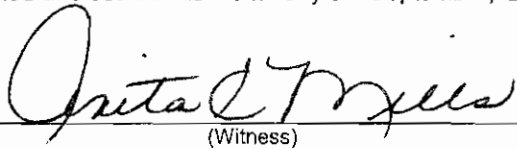
Dollars (\$ 5% of Bid),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Union County Law Enforcement Center Roof Replacement, Setpember 2009

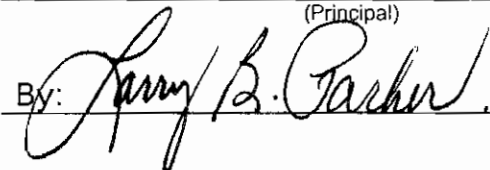
NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 15th day of September, 2009.



(Witness)

Weathergard, Inc.

(Principal) (Seal)
By:  . President

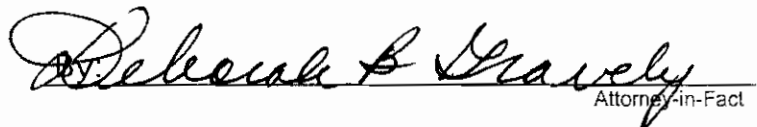
(Title)



(Witness)

THE CINCINNATI INSURANCE COMPANY

(Surety) (Seal)



Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA), by The Cincinnati Insurance Company who vouches that the language in this document conforms exactly to the language used in AIA Document A310, February 1970 ED.

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Robert C. Boyd; Deborah B. Gravely; Harley L. Henderson; Craig R. Hansen; Sandra L. Stone; Phillip F. Alexander; Carolyn R. Smith;

Patricia L. Roney and/or Debbie H. Davis of Charlotte, North Carolina its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Ten Million and No/100 Dollars (\$10,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of October, 2008.



THE CINCINNATI INSURANCE COMPANY

Thomas H. Kelly Vice President

STATE OF OHIO) ss: COUNTY OF BUTLER)

On this 10th day of October, 2008, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller MARK J. HULLER, Attorney at Law NOTARY PUBLIC - STATE OF OHIO

My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio. this 15th day of September 2009.



Bruce J. Schlemm Secretary

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Weathergard, Inc.
P.O. Box 1085
Monroe, NC 28111

SURETY (Name and Principal Place of Business):

Cincinnati Insurance Company
Box 145496
Cincinnati, Ohio 45250-5496

OWNER (Name and Address)

County of Union
500 N. Main Street
Monroe, NC 28112

CONSTRUCTION CONTRACT

Date: **September 29, 2009**

Amount: **Two Hundred Twenty-Nine Thousand Nine Hundred Dollars and Zero Cents (\$229,900.00)**

Description (Name and Location): **Union County Law Enforcement Center**

BOND

Date (Not earlier than Construction Contract Date): **October 7, 2009**

Amount: Modifications to this Bond:

None

See Page 3

CONTRACTOR AS PRINCIPAL

Company: **Weathergard, Inc.**

(Corporate Seal)

Signature:

Name and Title: **Larry B. Parker, President**

SURETY

Company: **Cincinnati Insurance Company**
(Corporate Seal)

Signature:

Name and Title: **Deborah B. Gravely, Attorney-in-Fact**

(Any additional signatures appear on page 3).

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

Ascension Insurance Agency, Inc.
1051 E. Morehead Street #100
Charlotte, N.C. 28204

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Nelson Hall & Associates, Inc.
1001 Lancaster Avenue
Monroe, N.C. 28112

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal

requirement shall be deemed incorporated herein. The shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction

intent is that this Bond Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

Paragraph 6 is deleted in its entirety and the following is substituted in its place:

6. When the Claimant has satisfied the conditions of Paragraph 4, and has submitted all supporting documentation and any proof of claim requested by the Surety, the Surety shall, within a reasonable period of time, notify the Claimant of the amounts that are undisputed and the basis for challenging any amounts that are disputed, including, but not limited to, the lack of substantiating documentation to support the claim as to entitlement or amount, and the Surety shall, within a reasonable period of time, pay or make arrangements for payment of any undisputed amount; provided, however, that the failure of the Surety to timely discharge its obligations under this paragraph or to dispute or identify any specific defense to all or any part of a claim shall not be deemed to be an admission of liability by the Surety as to such claim or otherwise constitute a waiver of the Contractor's or Surety's defenses to, or right to dispute, such claim. Rather, the claimant shall have the immediate right, without further notice, to bring suit against the Surety to enforce any remedy available to it under this Bond.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____
(Corporate Seal)

SURETY
Company: _____
(Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Robert C. Boyd; Deborah B. Gravely; Harley L. Henderson; Craig R. Hansen; Sandra L. Stone; Phillip F. Alexander; Carolyn R. Smith;

Patricia L. Roney and/or Debbie H. Davis

of Charlotte, North Carolina its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Ten Million and No/100 Dollars (\$10,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of October, 2008.



THE CINCINNATI INSURANCE COMPANY

Thomas H. Kelly
Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 10th day of October, 2008, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller
MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO

My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.

this 7th day of October 2009



Gregory J. Schlemmer
Secretary

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A312

Bond Number B-0316279

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Weathergard, Inc.
P.O. Box 1085
Monroe, NC 28111

SURETY (Name and Principal Place of Business):

Cincinnati Insurance Company
Box 145496
Cincinnati, Ohio 45250-5496

OWNER (Name and Address):

County of Union
500 N. Main Street
Monroe, NC 28112

CONSTRUCTION CONTRACT :

Date: **September 29, 2009**

Amount: **Two Hundred Twenty-Nine Thousand Nine Hundred Dollars and Zero Cents (\$229,900.00)**

Description (Name and Location): **Union County Law Enforcement Center**

BOND Date (Not earlier than Construction Contract Date): **October 7, 2009**

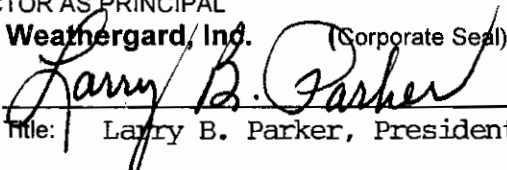
Amount: Modifications to this Bond:

None

See Page 3

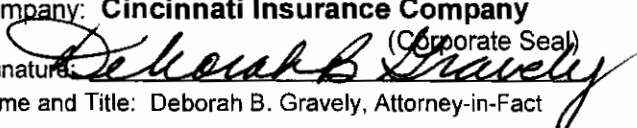
CONTRACTOR AS PRINCIPAL

Company **Weathergard, Inc.** (Corporate Seal)

Signature: 
Name and Title: **Larry B. Parker, President**

SURETY

Company: **Cincinnati Insurance Company** (Corporate Seal)

Signature: 
Name and Title: **Deborah B. Gravely, Attorney-in-Fact**

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

Ascension Insurance Agency, Inc.
1051 E. Morehead Street #100
Charlotte, N.C. 28204
704-688-1270

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Nelson Hall & Associates, Inc.
1001 Lancaster Avenue
Monroe, N.C. 28112

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefore.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of

limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Address:

Signature: _____

Name and Title:

Address:

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SUPPLEMENTARY GENERAL CONDITIONS

These Supplementary General Conditions modify, change, delete from or add to the General Conditions of the Contract for Construction, AIA Document A201, 1997 Edition (hereinafter referred to as "General Conditions"), and shall supersede the "General Conditions" to the extent inconsistent or in conflict therewith. Where any Article, Paragraph, Subparagraph or Clause of the General Conditions is modified or deleted by these Supplementary General Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

ARTICLE 1 - GENERAL PROVISIONS

1.1 BASIC DEFINITIONS:

Add a new Subparagraph 1.1.1.1 to read as follows:

"The Contractor acknowledges and warrants that it has closely examined all the Contract Documents, that they are suitable and sufficient to enable the Contractor to complete the Work in a timely manner for the Contract Sum, and that they include all work, whether or not shown or described, which reasonably may be inferred to be required or useful for the completion of the Work in full compliance with all applicable codes, laws, ordinances, and regulations."

Add the following to Subparagraph 1.1.5:

"Mechanical, Plumbing, and Electrical Drawings are diagrammatic only. Actual work shall be installed consistent with measurements obtained at the job-site, shall be coordinated with other trades as necessary, and shall be consistent with shop drawing and manufacturer's published requirements."

Add a new Subparagraph 1.1.8 to read as follows:

KNOWLEDGE

The terms "knowledge," "recognize," and "discover," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize), and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Delete Subparagraph 1.2.1 in its entirety and substitute the following:

"1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. All work shall conform to the Contract Documents. No significant change therefrom shall be made without prior written authorization by the Owner. Where only part of the Work is indicated, similar parts shall be considered repetition. When any detail is shown and the components therefor are fully described, similar details shall be construed to require the same materials and

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construction. In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Architect's interpretation. The terms of this Subparagraph 1.2.1, however, shall not relieve the Contractor of any of the obligations set forth in Subparagraphs 3.2 and 3.7. Items required by either the Drawings or the Specifications and not mentioned in the other shall be of like effect as if shown or mentioned in both. Should the Specifications and drawings fail to particularly describe a product or material shown to be used in any place, the Contractor shall furnish the product that would normally be used in this place to produce first quality finished work subject to the Architect's approval."

1.5 EXECUTION OF CONTRACT DOCUMENTS

Delete Subparagraph 1.5.2 as written and replace with the following:

"Execution of the Contract by the Contractor is a representation that the Contractor has carefully examined the Contract Documents and the site, and represents that the Contractor is thoroughly familiar with the nature and location of the Work, the site, the specific conditions under which the Work is to be performed, and all matters that may in any way affect the Work or its performance. The Contractor further represents that as a result of such examinations and investigations, the Contractor thoroughly understands the Contract Documents and their intent and purpose, and is familiar with all applicable codes, ordinances, laws, regulations, and rules as they apply to the Work, and that the Contractor will abide by same. Claims for additional time or additional compensation as a result of the Contractor's failure to follow the foregoing procedure and to familiarize itself with all local conditions and the Contract Documents will not be permitted. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in Paragraph 10.3, the Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of this Subparagraph 1.5.2."

1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

Delete the first sentence of Subparagraph 1.6.1 as written and insert therefor the following:

"The Drawings, Specifications and other documents prepared by Architect and the Architect's consultants related to the Project are the joint property of Architect and Owner through which the Work to be executed by the Contractor is described."

ARTICLE 2 - OWNER

2.1 GENERAL

Delete Subparagraph 2.1.2 in its entirety.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

In Subparagraph 2.2.2, delete "construction" and insert therefor "development of real estate".

Delete Subparagraph 2.2.5 and replace with the following: "Contractor will be furnished free of charge ten (10) copies of the Drawings and ten (10) copies of the Project Manual and will be furnished as many additional copies as he may require at cost of reproduction and handling."

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2.3 OWNER'S RIGHT TO STOP THE WORK:

Delete Subparagraph 2.3.1 in its entirety and substitute the following:

"2.3.1 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph 12.2 or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, without additional charge or penalty, *may* issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subparagraph 6.1.3. Such order of stoppage by the Owner shall not constitute grounds for Contract termination by the Contractor under Article 14."

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK:

Delete the first and second sentences of Subparagraph 2.4.1 and replace with the following:

"If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies."

Add a new Paragraph 2.5 to read as follows:

"2.5 EXTENT OF OWNER RIGHTS

2.5.1 The rights stated in this Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (i) granted in the Contract Documents, (ii) at law, or (iii) in equity.

2.5.2 In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents."

ARTICLE 3 – CONTRACTOR

3.1 GENERAL

Add a new Subparagraph 3.1.4 to read as follows:

"In performing the services pursuant to this Agreement, the Contractor shall comply with all laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction."

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR:

Delete Subparagraph 3.2.1 in its entirety and substitute the following:

"3.2.1 Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Subparagraph 2.2.3,

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shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. The Contractor shall not rely on any single Drawing or portion of the Drawings without first reviewing all other drawings and other documents which may relate to, or have bearing on, that portion of the Work. The Contractor shall, before proceeding with the Work, at once report in writing to the Architect errors, inconsistencies, or omissions discovered, or other questions or requests for clarifications that the Contractor may have including any requirement which may be contrary to any law, ordinance, rule, regulation or order of any public authority bearing on the performance of the Work. The Contractor agrees that through the acts of preparing his proposal and execution of the Contract he has determined that the Contract Documents are sufficiently accurate, consistent, and complete. If the Contractor performs any construction activity knowing it involves an error, inconsistency or omission in the Contract Documents, the Contractor shall assume responsibility for such performance and shall bear all costs for correction."

Add the following Subparagraph 3.2.4:

"3.2.4 The Contractor shall assume full responsibility for accuracy of measurements at the site. All necessary dimensions are given on the drawings which shall be strictly complied with. The figures and writings on drawings showing dimensions shall be used instead of measurements by scale. Measurements of a drawing by scale shall not be used as a dimension to work by, unless so directed by the Architect/Engineer. In case of discrepancy in the figures or dimensions, or other information on the drawings or in the Specifications or any conflict between the drawings and Specifications, the matter shall be promptly reported to the Architect/Engineer. The Architect/Engineer will make a determination in writing to clarify any such discrepancy. Any adjustment on the part of the Contractor without such written determination will be at his own risk and expense.

Prior to proceeding with the work, the Contractor shall verify all dimensions and elevations indicated on the drawings relative to existing structures, utilities and other features. Any costs resulting from failure to make such verifications shall be borne solely by the Contractor."

Add the following Subparagraph 3.2.5:

"3.2.5 It is understood and agreed that by entering into the Contract, the Contractor acknowledges that he has made any and all surveys and investigations required for the performance of the Work, has carefully examined all documents and existing field conditions pertaining to the Work, the location, accessibility and general character of the site of the Work and all existing buildings and structures within and adjacent to the site and has satisfied himself as to the nature of the Work, the condition of the existing buildings and structures, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of the equipment, machinery, plant, and any other facilities needed preliminary to and during prosecution of the Work, and that he is prepared to work in cooperation with any or all other contractors performing work on the site. By the commencement of any operations, the Contractor acknowledges that he accepts the site in its existing condition without qualifications except those as may be subject to the provisions of Paragraph 4.3.4"

Add the following Subparagraph 3.2.6:

"3.2.6 All specified equipment identified by particular make and model number indicate at least one example that is believed to be suitably applied and will meet the project requirements in the opinion of the Architect. The Architect's opinion is based upon published manufacturer's literature and technical sales support provided to the Architect by the manufacturer, their representative, or agent. This opinion is limited with regard to the comprehensive range of recommended equipment's capabilities and limitations which are available or known by the manufacturer.

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Contractor shall thoroughly review equipment applications and requirements indicated in the contract documents with respective equipment manufacturers and verify that specified equipment is proposed to be installed, operated, and controlled in a manner consistent with the manufacturer's recommendations. This review shall be in the capacity of a fully knowledgeable equipment manufacturer familiar with the specified equipment and is understood to not be reviewed in the capacity of a licensed design professional. Any discrepancies or reservations noted by the Contractor or manufacturer regarding improper use, misapplication, operation, or control of specified equipment shall be brought to the attention of the Architect in writing no later than the date of equipment submittal.

In absence of the required notification, the Contractor shall thereby confirm the suitability of specified equipment for meeting the applications and requirements indicated in the Contract Documents and any additional costs required to provide the specified use, operation, or control of equipment shall be borne by the Contractor."

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES:

In the second sentence of Subparagraph 3.3.1, delete "unless the Contract Documents give other specific instructions concerning these matters".

Delete the last sentence of Subparagraph 3.3.1 in its entirety.

Delete Subparagraph 3.3.3 in its entirety and substitute the following:

"3.3.3 The Contractor shall be responsible for inspection of portions of the Work already performed under this contract by the Contractor and/or his subcontractors to determine that such portions are in proper condition to receive subsequent work."

3.4 LABOR AND MATERIALS:

Add the following Sub-Subparagraph 3.4.2.1 and 3.4.2.2 to 3.4.2:

"3.4.2.1 No substitutions of materials, products, or manufacturers will be considered under this Contract except under one or more of the following circumstances:

1. The substitution is required for compliance with subsequent interpretations of code or insurance requirements.
2. The specified product is unavailable through no fault of the Contractor.
3. The manufacturer or fabricator refuses to certify or guarantee the specified product as required.
4. Subsequent information reveals that the specified product is unable to perform properly or to fit in the designated space.

"3.4.2.2 The Contractor shall bear all expenses resulting from substitutions including the cost of work in general, structural, plumbing, mechanical and electrical trades required due to the substitution and the cost of any Architect's services made necessary by the substitution."

Add the following Subparagraph 3.4.4:

"3.4.4 The Contractor shall insure that all product suppliers and Subcontractors, adhere to the Contract Documents and that they order products on time, taking into account the current market and delivery conditions, and that they provide products on time. The Contractor shall keep the Architect informed as to the availability of all specified materials and equipment and shall advise him promptly, in writing, of all

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material and equipment that may not be obtainable, or the availability of which may be delayed, whether due to conditions of the market or other limiting or governing factors beyond the Contractor's control."

3.5 WARRANTY:

In the second sentence of Subparagraph 3.5.1, delete "may" and insert therefor "shall".

Add a new Subparagraph 3.5.2 to read as follows:

"The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties. If necessary as a matter of law, the Contractor may retain the right to enforce directly any such manufacturers' warranties during the period following the date of Substantial Completion, referred to in Paragraph 12.2."

3.6 TAXES

Delete Subparagraph 3.6.1 in its entirety and replace with the following:

"3.6.1 The Contractor shall not include local and State sales, consumer, use and similar taxes in the Contract Sum. However, he shall pay such taxes at the time that they are due. He shall provide the Owner with an itemized listing and supporting data for all such taxes paid, and the Owner shall reimburse the Contractor for such payments. Sales Tax information should be submitted in accordance with the attached "Sales Tax Report". Supporting documentation shall be in conformance with requirements of the State of North Carolina. Provide a separate Sales Tax Report for each County in which paid sales taxes occurred."

Add a new Subparagraph 3.6.2 to read as follows:

"Pursuant to N.C.G.S. § 105-164.14, the Owner is eligible for sales and use tax refunds on all materials which become a permanent part of the construction. The Contractor agrees to provide the Owner documentation which meets the requirements of Sales and Use Tax Regulation 42 regarding requests for refund of sales and use taxes. Those requirements are outlined below:

- (g) All refund claims must be substantiated by proper documentary proof and only those taxes actually paid by the claimant during the fiscal year covered by the refund claim may be included in the claim.

Any local ... sales or use taxes included in the claim must be separately stated in the claim for refund. In cases where more than one county's sales and use tax has been paid, a break down must be attached to the claim for refund showing the amount of each county's . . . local tax separately.

To substantiate a refund claim for sales and use taxes paid on purchases of building materials, supplies, fixtures, and equipment by its Contractor, the claimant must secure from such Contractor certified statements setting forth the cost of the property purchased from each vendor and the amount of state and local sales and/or use taxes paid thereon. Such statement must also include the cost of any tangible personal property withdrawn from the Contractor's warehouse stock and the amount of state and local sales or use tax paid thereon by the Contractor. Similar certified statements by his subcontractors must be obtained by the General Contractor and furnished to the claimant (Owner). Any local . . . sales or use taxes included in the Contractor's statements must be shown separately from the State sales or use taxes. The Contractor's statements must not contain sales or use taxes paid on purchases of tangible personal property purchased by such Contractors for use in performing the contract which does not annex to, affix to or in some manner become a part of the building or structure being erected, altered or repaired for the governmental entities as

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defined by G.S. § 105-164.14(c). Examples of property on which sales and use tax has been paid by the Contractor and which should not be included in the Contractor's statement are scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, equipment repair parts and equipment rentals, blueprints, etc.

The Contractor shall submit notarized sales tax certificates which meet the requirements detailed above with each Application for Payment. Payment will not be made until the sales tax certificate(s) have been submitted to the Owner. Owner is the recipient of sales tax refunds and no such funds shall be provided to Contractor, or claim made by Contractor therefor."

3.7 PERMITS, FEES AND NOTICES:

Delete Subparagraph 3.7.1 as written and insert therefor the following:

"Except as set forth in Subparagraph 2.2.2, the Contractor shall secure, pay for, and, as soon as practicable, furnish the Owner with copies or certificates of all permits and fees, licenses, and inspections necessary for the proper execution and completion of the Work, including, without limitation, all building permits. All connection charges, assessments, or inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility. Upon completion of the Work, the Contractor shall deliver to the Architect original copies of all required certificates of inspection."

Add the following to Subparagraph 3.7.2:

"If the Contractor fails to give such notices, he shall be liable for and shall indemnify and hold harmless the Owner and Architect against any and all resulting fines, penalties, judgments or damages, including reasonable attorneys fees, imposed on or incurred by the parties indemnified, as a result of such failure by the Contractor."

Add the following Sub-subparagraph 3.7.2.1 to Subparagraph 3.7.2:

"3.7.2.1 The Contractor, his Subcontractors and all trades people working on the project who are required by statute to be licensed shall have a current license in good standing before commencing any operations on the premises."

Add to the end of the first sentence of Subparagraph 3.7.3 the following: "unless such laws, statutes, ordinances, building codes, and rules and regulations bear upon the performance of the Work".

Add the following Subparagraph 3.7.5:

"3.7.5 Upon completion of the Work, the Contractor shall deliver to the Architect original copies of all required final certificates of inspection, the Certificate of Occupancy, and other documents evidencing that inspections required by authorities having jurisdiction over the Work have been performed."

Add the following Subparagraph 3.7.6:

"3.7.6 Contractor, as soon as possible after award of Contract, shall file copies of Architect/Engineer's drawings with all public agencies requiring same and pay all charges required in connection therewith."

3.9 SUPERINTENDENT

Add the following to Subparagraph 3.9.1:

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“Contractor’s superintendent shall be subject to approval by Owner and Architect, and once approved, shall not be removed from the Project until the Project punch list has been completed and the Project accepted by Owner, or until Owner or Architect finds the superintendent unacceptable. If Owner or Architect reasonably finds the superintendent unacceptable, Contractor shall replace the superintendent with one acceptable to Owner and Architect. Contractor’s superintendent shall be assigned solely to the Project and shall not perform any duties or superintendence on any other project that Contractor may have until completion of this Project.”

3.10 CONTRACTOR’S CONSTRUCTION SCHEDULE:

Add the following Subparagraphs 3.10.4, 3.10.5, 3.10.6, 3.10.7, and 3.10.8 to Paragraph 3.10:

“3.10.4 The Contractor shall furnish such manpower, materials, facilities and equipment and shall work such hours, including night shifts, overtime operations and Sundays and holidays, as may be necessary to insure the progress and completion of the Work in accordance with the approved and currently updated progress schedule. Should the Contractor fail to start any activity on the start date shown in the Contractor’s Construction Schedule, or otherwise become delayed, he shall, without being entitled to any increase in the Contract Sum or other compensation, work overtime, increase his work force, or take such other actions as may be necessary or appropriate to complete the activity by the Completion Date shown on the Construction Schedule, or as such activity’s completion date may have been adjusted by a revised Construction Schedule prepared to reflect an agreed-to extension of the Contract Time and incorporated into the Contract by an appropriate Change Order.

3.10.5 If, in the judgement of the Architect, it becomes apparent from the current schedule that the Work will not be completed within the Contract Time, the Contractor agrees that he will, as necessary, take some or all of the following actions at no additional cost to the Owner to substantially eliminate delays in the progress of the Work:

- .1 increase manpower in quantities and crafts necessary;
- .2 increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment, or any combination of the foregoing; and/or
- .3 reschedule activities to achieve maximum practical concurrence.

3.10.6 The Architect may require the Contractor to submit, within 10 calendar days following receipt of written notice, a recovery schedule demonstrating this program and the Contractor’s proposed plan to make up the lag in scheduled progress and to insure completion of the Work within the Contract Time. If the Architect finds the proposed plan not acceptable, he may require the Contractor to submit a new plan.

3.10.7 Failure of the Contractor to substantially comply with the requirements of this Paragraph 3.10 may be considered grounds for the Owner to determine that the Contractor is failing to prosecute the Work with sufficient diligence to ensure its completion within the Contract Time.

3.10.8 The Owner shall have the right to direct a postponement or rescheduling of any date or time for the performance of any part of the Work that may interfere with the operation of the Owner’s premises or any tenants or invitees thereof. The Contractor shall, upon the Owner’s request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation. Any postponement, rescheduling, or performance of the Work under this Subparagraph 3.10.8 may be grounds for an extension of the Contract Time, if permitted under Subparagraph 8.3.1, and an equitable adjustment in the Contract Sum if (i) the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents, and (ii) such rescheduling or postponement is required for the convenience of the Owner.”

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3.11 DOCUMENTS AND SAMPLES AT THE SITE:

Add the following Subparagraph 3.11.2:

“3.11.2 The Contractor shall record on the record copy of the Drawings maintained at the site all changes and selections made during construction and shall locate by dimensions showing actual field measurements of all major items which will be concealed in the completed work. These items shall include underground piping and conduit beneath slabs-on-grade (or basement slabs), underground site utilities such as pipe, conduit, etc. and items above hard ceilings such as duct, pipe, etc.”

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES:

Add the following Sub-subparagraph 3.12.2.1 to Subparagraph 3.12.2:

“3.12.2.1 All computerized equipment shall have Y 2 K computer interface and be year 2000 compliant”

In the fourth sentence of Subparagraph 3.12.10, between “professional” and “whose” insert the following: “who shall comply with reasonable requirements of the Owner regarding qualifications and insurance and”

In the sixth sentence of Subparagraph 3.12.10, delete the following: “provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy.”

3.13 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES:

Add a new Subparagraph 3.13.2 to read as follows:

Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage, and all other adversity is solely the responsibility of the Contractor. The Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials, and equipment likely to cause hazardous conditions.

Add a new Subparagraph 3.13.3 to read as follows:

Without limitation of any other provision of the Contract Documents, the Contractor shall use best efforts to minimize any interference with the occupancy or beneficial use of any building or buildings within the Project site or adjacent to the Project site, including partial occupancy as more specifically described in Paragraph 9.9.

1. Without limitation of any other provision of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of any building or buildings within the Project site or adjacent to the Project site, as amended from time to time. The Contractor shall immediately notify the Owner in writing if during the performance of the Work, the Contractor finds compliance of any portion of such rules and regulations to be impracticable, setting forth the problems of such compliance and suggesting alternatives through which the same results intended by such portions of the rules and regulations can be achieved. The Owner may, in the Owner’s sole discretion, adopt such suggestions, develop new alternatives, or require compliance with the existing requirements of the rules and regulations.

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- 2 The Contractor shall also comply with all insurance requirements applicable to use and occupancy of any building or buildings within the Project site.

3.15 CLEANING UP

Add the following Subparagraph 3.15.3:

“3.15.3 Removal of debris and waste material shall be performed a minimum of one time daily and additionally as required to keep debris and waste from stockpiling and creating a potential fire hazard.”

3.16 ACCESS TO WORK

Add the following Subparagraph 3.16.2:

“3.16.2 Fire truck access to the existing facilities must be maintained at all times. Particular care shall be taken to minimize the off loading time of material delivery trucks. The Contractor shall provide a flagman with a radio to provide for immediate relocation of trucks in the event of an emergency.

3.18 INDEMNIFICATION

In the first sentence of Subparagraph 3.18.1, delete the following: “and to the extent claims, damages, losses or expenses are not covered by Project Management Protective Liability insurance purchased by the Contractor in accordance with Paragraph 11.3”. Also in the first sentence, between “(other than the Work itself)” and “but only to the extent” insert the following: “including loss of use therefrom”.

Also in Subparagraph 3.18.1, add a new sentence after the first sentence to read as follows:

“Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.”

Add a new Subparagraph 3.18.3 to read as follows:

“The Contractor’s indemnity obligations under this Paragraph 3.18 shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including, without limitation, reasonable attorneys’ fees), and punitive damages, if any, arising out of, or in connection with, any (i) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code, or requirements of a public authority that bears upon the performance of the Work by the Contractor, a Subcontractor, or any person or entity for whom either is responsible, (ii) means, methods, procedures, techniques, or sequences of execution or performance of the Work, and (iii) failure to secure and pay for permits, fees, approvals, licenses, and inspections as required under the Contract Documents, or any violation of any permit or other approval of a public authority applicable to the Work, by the Contractor, a Subcontractor, or any person or entity for whom either is responsible.”

Add the following Subparagraph 3.18.4

3.18.4 None of the foregoing provisions shall deprive the Owner, Architect, or the Contractor of any action, right or remedy otherwise available to them or any of them pursuant to the laws of the State in which the project is located.”

Add the following Paragraphs 3.19 and 3.20:

“3.19 PERSONS AUTHORIZED TO SIGN DOCUMENTS

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3.19.1 The Contractor, within five days after the date of a Notice to Proceed or the date of the Agreement between the Owner and Contractor whichever comes first, shall file with the Architect a list of all persons in his firm who are authorized to sign documents such as contracts, certificates, and affidavits on behalf of the firm and to fully bind the firm to all the conditions and provisions of such documents, except that in the case of a corporation he shall file with the Architect a certified copy of a resolution of the Board of Directors of the corporation in which are listed the names and titles of corporation personnel who are authorized to sign documents on behalf of the corporation and to fully bind the corporation to all the conditions and provisions of such documents.

3.20 CONDITIONS AFFECTING THE WORK

3.20.1 The Contractor shall be responsible for taking all steps necessary to ascertain the nature and location of the Work and the general and local conditions, which can affect the Work or the cost thereof. Failure by the Contractor to fully acquaint himself with conditions which may affect the Work, including, but not limited to conditions relating to transportation, handling, storage of materials, availability of labor, water, roads, weather, topographic conditions, multi-prime contract conditions where applicable, applicable provisions of law, and the character and availability of equipment and facilities needed prior to and during the execution of the Work shall not relieve the Contractor of his responsibilities under the Contract Documents and shall not constitute a basis for an adjustment in the Contract Sum or the Contract Time under any circumstances. The Owner and the Architect assume no responsibility for any understanding or representation about conditions affecting the Work made by any of their employees, representatives, or agents prior to the execution of the Contract, unless such understandings or representations are expressly stated in the Contract Documents.”

ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

4.1 ARCHITECT

Add the following to Subparagraph 4.1.1:

“Wherever in the Contract Documents the words “Architect,” “Engineer” or “Architect/Engineer” are used, same shall be understood to mean Nelson Hall & Associates, Inc., 1001 Lancaster Ave., Monroe, NC 28112 as Roofing Consultant.”

4.2 ARCHITECT’S ADMINISTRATION OF THE CONTRACT

Add to the last sentence of Subparagraph 4.2.4 the following: “except as otherwise provided in the Contract Documents.”

Delete the last sentence of Subparagraph 4.2.12 in its entirety.

Delete Subparagraph 4.2.13 as written and replace with the following:

“The Architect’s decisions on matters relating to aesthetic effect, in connection with administration of the Contract, will be final if consistent with the intent expressed in the Contract Documents.”

4.3 CLAIMS AND DISPUTES:

Delete Subparagraph 4.3.2 in its entirety and substitute the following:

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"4.3.2 **Time Limits on Claims.** Claims by either party must be made within 21 days after occurrence of the event giving rise to such claim or within 21 days after the claimant first recognizes the condition giving rise to the claim, whichever is later; provided, however, that the claimant shall use its best efforts to furnish the Architect and the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall cooperate with the Architect and the party against whom the claim is made in any effort to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims must be initiated by written notice to the Architect.

4.3.2.1 Any claim resolved by incorporation into the Contract by Change Order shall represent that entire Claim and no additional claims associated with the event giving rise to the original Claim shall be made by either party to the Contract after the subject Change Order has been executed"

Modify Subparagraph 4.3.3 by inserting "undisputed" between "make" and "payments".

Add the following to Subparagraph 4.3.4:

"For purposes of this Subparagraph, conditions do not differ materially from those reasonably anticipated by the Contractor if the conditions were disclosed or reasonably should have been disclosed by the Contractor's prior inspections, tests, reviews, and preconstruction services for the Project, or by inspections, tests, reviews, and preconstruction services that the Contractor had the opportunity to make or should have performed in connection with the Project. Claims for additional compensation for additional work due to alleged differences between actual existing site conditions and the site conditions shown on the Contract Documents will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing the differences that exist which would result in more work than reasonably could be estimated from the Contract Documents."

Delete Subparagraph 4.3.5 in its entirety and substitute the following:

"4.3.5 **Claims for Additional Cost.** If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given and written approval of the Owner shall be secured before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.6

Add the following to sub-subparagraph 4.3.7.2:

"Time extensions will not be granted for rain, wind, snow, or other natural phenomena of normal intensity for the locality where the Work is located. For the purpose of establishing that abnormal adverse weather conditions have caused a delay, and determining the extent of delay attributed to such weather conditions, the Contractor shall furnish with his claim National Oceanic and Atmospheric Administration National Weather Service records of climatic conditions during the same time interval for the previous five years for the locality of the Work; the Contractor's daily job site logs/daily construction reports showing weather, job activities, and the effect of weather on the progress of the Work; and an impact schedule showing the effects of the weather event on the critical path of the Contractor's Construction Schedule. For a time extension to be granted for abnormal, inclement weather: (a) such weather must, in the opinion of the Architect, actually have an adverse effect upon the progress of the Contractor's work which is of a critical nature, and (b) in the opinion of the Architect, the adverse effect must not be due to any fault or negligence of Contractor and could not have been avoided by the Contractor through proper planning, coordination and implementation of adequate weather protection necessary to allow the Work to be continued without adverse effect upon labor production. Contractor agrees that the fact that abnormal inclement weather may occur does not, to itself, justify any time extension hereunder. Time extensions for weather delays, if granted, do not entitle the Contractor to recovery of "extended overhead" associated with that claim.

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No extension of time will be made for abnormal inclement weather after principal portions of the Work are enclosed except for site work which critically affects the Contract time or specific dates. For the purpose of this Paragraph, the term "enclosed" is defined to mean when the Work is sufficiently closed in (exterior walls up and roof in place) so as to permit any structure or major portion thereof which is part of the Work, to be adequately heated so as to allow the various trades to perform their work. The Architect shall determine when the structure is "enclosed" and shall issue, upon the request of the Contractor, a letter certifying the date the Work became enclosed for the purpose hereof."

Add the following Sub-subparagraphs 4.3.7.3 and 4.3.7.4 to Subparagraph 4.3.7:

"4.3.7.3 The time for performance of this Contract, as stated in the Contract Documents, includes an allowance for calendar days which may not be suitable for construction work.

4.3.7.4 Furthermore, unless the Contractor can substantiate to the satisfaction of the Architect that activities affected during the abnormal adverse weather conditions were being performed within seven calendar days of their scheduled performance on the Contractor's progress schedule, he will not be entitled to an extension of time thereof."

Delete Subparagraph 4.3.10 in its entirety.

4.4 RESOLUTION OF CLAIMS AND DISPUTES:

Delete Subparagraph 4.4.1 in its entirety and substitute the following:

"4.4.1 **Decision of Architect.** Claims, including those alleging an error or omission by the Architect but excluding those arising under Paragraphs 10.3 through 10.5, shall be referred initially to the Architect for decision if the claimant first recognizes the claim prior to the date of final payment. An initial decision by the Architect shall be required as a condition precedent to mediation or litigation of all Claims between the Contractor and the Owner arising prior to the date final payment is due, unless 30 days have passed after the claim has been referred to the Architect with no decision having been rendered by the Architect. The Architect will not decide disputes between the Contractor and persons or entities other than the Owner."

Delete Subparagraph 4.4.2 in its entirety and substitute the following:

"4.4.2 The Architect will review Claims and within twenty-one days of the receipt of the Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the claim, (4) suggest a compromise, or (5) advise the parties that the Architect is unable to resolve the Claim if the Architect lacks sufficient information to evaluate the merits of the Claim or if the Architect concludes that, in the Architect's sole discretion, it would be inappropriate for the Architect to resolve the Claim."

Delete Subparagraph 4.4.5 and substitute the following:

"4.4.5 The Architect will approve or reject Claims by written decision, which shall state the reasons therefor and which shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Architect shall be subject to mediation.

Delete Subparagraph 4.4.6 in its entirety.

Delete Subparagraph 4.4.8 and substitute the following:

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“4.4.8 If a Claim relates to or is the subject of a mechanic’s lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the Claim by the Architect.”

4.5 MEDIATION:

In Subparagraph 4.5.1, after “aesthetic effect” insert “in connection with administration of the Contract”.

Delete Subparagraph 4.5.2 as written and replace with the following:

The parties shall endeavor to resolve their Claims by mediation. Request for mediation shall be filed in writing with the other party to the Contract.

Add a new Paragraph 4.5.4 regarding dispute resolution, to read as follows:

4.5.4.1 It is understood and agreed that North Carolina General Statute 143-128(g-h) requires that disputes arising under an agreement for the erection, construction, alteration or repair of a building be subject to a dispute resolution process specified by the OWNER. In compliance with this statutory provision, the OWNER specifies this Paragraph as the dispute resolution process to be used on this Project. It is further understood and agreed that this dispute resolution process is based on non-binding mediation and will only be effective to the extent that the Parties to any mediated dispute participate in the mediation in good faith. It is also understood and agreed that the OWNER is under no obligation under any circumstance to secure or enforce the participation of any other Party in the mediation of any dispute subject to this Article and G.S. § 143-128(g-h).

4.5.4.2 Any dispute arising between or among the Parties listed in Paragraph 4 of this Article that arises from an agreement to construct the Project, including without limitation a breach of such agreement, shall be subject to non-binding mediation administered by the American Arbitration Association under its Construction Industry Mediation Rules (“Rules”), except as otherwise expressly set forth in this Article. To the extent any provision of the Rules is inconsistent with the provisions of this Article, the provisions of this Article shall control. The mediation provided in this Article shall be used pursuant to this Agreement and G.S. § 143-128(g-h) and is in lieu of any dispute resolution process adopted by the North Carolina State Building Commission, which process shall not apply to this Project.

4.5.4.3 For purposes of this Article the following definitions shall apply: *Agreement to construct the Project* means an agreement to construct the Project that is subject to the requirements of G.S. § 143-128 and does not include any agreement related to the Project that is not subject to said statute. *Construct or construction* refers to and includes the erection, construction, alteration or repair of the Project; and *Party or Parties* refers to the parties listed in Paragraph 4 of this Article; and *Project* means the building to be erected, constructed, altered or repaired pursuant to this Agreement.

4.5.4.4 The OWNER and any Party contracting with the OWNER or with any first-tier or lower-tier Subcontractor for the construction of the Project agree to participate in good faith in any mediation of a dispute subject to this Article and G.S. § 143-128(g-h), including without limitation the following Parties (if any): architect(s), engineer(s), surveyor(s), construction manager, construction manager at risk, prime contractor(s), surety(ies), Subcontractor(s), and Supplier(s).

4.5.4.5 In order to facilitate compliance with G.S. § 143-128(g-h), CONTRACTOR, and all other Parties, shall include this Dispute Resolution Paragraph in every agreement to which it (any of them) is a Party for the construction of the Project without variation or exception. Notwithstanding the foregoing provisions of this Paragraph, it is expressly understood and agreed that the Parties are intended to be and shall be third-party beneficiaries of the provisions of this Paragraph and can enforce the provisions hereof.

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- 4.5.4.6 a. The following disputes are not subject to mediation:
- i. A dispute seeking a non-monetary recovery; and
 - ii. A dispute seeking a monetary recovery of \$15,000 or less.
- b. A dispute seeking the extension of any time limit set forth in an agreement to construct the Project shall be subject to mediation pursuant to this Article and G.S. § 143-128(g-h), but only if the damages which would be suffered by the Party seeking the extension would exceed \$15,000 if the disputed extension is denied. To the extent that liquidated damages are set forth in such agreement as the measurement of damages for failure by such Party to meet such time limit, such liquidated damages shall be the exclusive standard for determining the amount of damages associated with such dispute.

4.5.4.7 For purposes of this Article, a dispute is limited to the recovery of monetary damages from the same transaction or occurrence against a single Party or two or more Parties alleged to be liable jointly, severally or in the alternative. Two or more disputes may not be consolidated or otherwise combined without the consent of all Parties to such disputes.

4.5.4.8 In addition to such matters as are required by the Rules, a request for mediation shall include the amount of the monetary relief requested.

4.5.4.9 Prior to requesting mediation, a Party must form a good faith belief that it is entitled under applicable law to recover the monetary amount to be included in the request from one or more of the remaining Parties. Such belief must be based on a reasonable and prudent investigation into the dispute that is the subject of the request. The request for mediation must be based on such investigation and may not include any amount or the name of any remaining Party, unless supported by such investigation and good faith belief by the Party requesting the mediation.

4.5.4.10 If a Party breaches any provision of Subparagraph 4.5.4.9, it shall indemnify and hold harmless all other Parties from any costs, including reasonable attorney fees and other costs of litigation, and damages incurred by such other Parties that arise from such breach.

4.5.4.11 All expenses incurred by a Party to a dispute in preparing and presenting any claim or defense at the mediation shall be paid by the Party. Such expenses include without limitation preparation and production of witnesses and exhibits and attorney fees. All other expenses of the mediation, including filing fees and required traveling and other expenses of the mediator, shall be borne as follows: one half by the Party requesting the mediation, with the remaining parties paying equal shares of the remaining expenses and costs; provided that, if the OWNER is named as a party to the mediation, the OWNER shall pay at least one-third of the mediation expenses and costs divided among the Parties. If more than one Party to a dispute requests a mediation, the mediation expenses and costs to be divided among the Parties shall be borne equally by the Parties to the dispute; provided that, if the OWNER is named as a party to the mediation, the OWNER shall pay at least one-third of the mediation expenses and costs divided among the Parties.

4.5.4.12 The mediation shall be held at a location agreeable to the mediator and all of the Parties; provided that, if no agreement can be reached, the mediation will be held at such location in Union County, as the mediator shall determine.

4.5.4.13 The provisions of this Article are subject to any other provision of this Agreement concerning the submission, documentation and/or proof of any claim or dispute. Such other provisions shall apply in full force and shall be satisfied as a condition precedent to mediation pursuant to this Article.

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4.5.4.14 The Parties understand and agree that mediation in accordance with this Article shall be a condition precedent to institution of any legal or equitable proceeding seeking monetary recovery based on any dispute that is subject to mediation pursuant to this Article.”

Insert a new Subparagraph 4.5.5 to read as follows:

“It is the specific intent that where interpretations of the Architect, given in writing as final, remain in dispute by either the Owner or the Contractor and said disputes cannot be amicably resolved by the parties, or through mediation, final settlement shall be made by the courts having jurisdiction. This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. The parties to this agreement confer exclusive jurisdiction of all disputes arising hereunder upon the General Courts of Justice of Union County, North Carolina.”

4.6 ARBITRATION:

Delete Subparagraphs 4.6.1, 4.6.2, 4.6.3, 4.6.4, 4.6.5, and 4.6.6 in their entirety and substitute the following:

The Contractor and the Owner shall not be obligated to resolve by arbitration any Claim or dispute related to the Contract. Any reference herein to arbitration in connection with such Claims or disputes is hereby deemed deleted from this Agreement.

ARTICLE 5 - SUBCONTRACTORS

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

Add to Subparagraph 5.2.2 the following:

“The Contractor shall not substitute any person as subcontractor in the place of the subcontractor listed in the original bid, except (i) if the listed subcontractor's bid is later determined by the Contractor to be nonresponsive or nonresponsive or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work, or (ii) with the approval of the awarding authority for good cause shown by the Contractor. The terms, conditions, and requirements of each contract between the Contractor and a subcontractor performing work under a subdivision or branch of work listed above shall incorporate by reference the terms, conditions, and requirements of the contract between the Contractor and the Owner.”

5.3 SUBCONTRACTUAL RELATIONS:

Add the following new Subparagraphs 5.3.2 and 5.3.3:

“5.3.2 The Owner will not recognize any Subcontractor on the Work, and nothing in the Contract Documents shall be deemed to create any contractual relationship between any Subcontractor and the Owner, or between any Subcontractor and the Architect.

5.3.3 In all instances, Subcontractors shall be deemed to be acting for and on behalf of the Contractor.”

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

Delete Subparagraph 5.4.2 in its entirety and insert therefor the following:

“If the Work in connection with a subcontract has been suspended for more than thirty (30) days after termination of the Contract by the Owner pursuant to Paragraph 14.2 and the Owner accepts assignment of such

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subcontract, the Subcontractor's compensation shall be equitably adjusted for any increase in direct costs incurred by such Subcontractor as a result of the suspension."

Add a new Subparagraph 5.4.3 to read as follows:

"Each subcontract shall specifically provide that the Owner shall only be responsible to the Subcontractor for those obligations of the Contractor that accrue subsequent to the Owner's exercise of any rights under this conditional assignment."

Add the following paragraph 5.5

"5.5 ASSIGNMENT OF MATERIALS AND EQUIPMENT

5.5.1 The Contractor accepts assignment of, and liability for, all purchase orders and other agreements for procurement of materials and equipment that are identified as part of the Contract Documents. The Contractor shall be responsible for such pre-purchased items, if any, as if the Contractor were the original purchaser. The Contract Sum includes, without limitation, all costs and expenses in connection with delivery, storage, insurance, installation and testing of items covered in any assigned purchase orders or agreements. All warranty and correction of the Work obligations under the Contract Documents shall also apply to any pre-purchased items, unless the Contract Documents specifically provide otherwise."

ARTICLE 7 - CHANGES IN THE WORK

7.2 CHANGE ORDERS

Add the following Subparagraph 7.2.3:

"7.2.3 Except as permitted in Paragraph 7.3 and subparagraph 9.7.2, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents. Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule."

Add the following Sub-subparagraph 7.2.3.1 to Subparagraph 7.2.3:

"7.2.3.1 For the purpose of evaluating the Contractor's cost proposals for Proposal Request (PR), the Contractor shall furnish the following items that will remain in effect for the duration of the Contract:

1. Labor rates for all categories of personnel, i.e., superintendent, foreman, laborer, journeyman, etc.
2. Labor burden.
3. Bonding (percentage of mark-up).
4. Insurance (percentage of mark-up).
5. Schedule of rental rates for non-owned equipment.

ARTICLE 8 - TIME

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8.2 PROGRESS AND COMPLETION

Delete Subparagraph 8.2.1 and substitute the following:

“8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract, and if the Contractor fails to complete the Work within the Contract Time this shall be deemed to be a material breach. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work. The Contractor further acknowledges that the Owner will incur substantial damages including loss of revenue resulting from the inability to utilize the Work for its intended purpose.”

Delete Subparagraph 8.2.3 and substitute the following:

“8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. If the progress or completion of the work is delayed by any fault, neglect, act or failure to act on the part of the Contractor or anyone acting for or on behalf of the Contractor, then the Contractor shall, in addition to all of the other obligations imposed by this Contract and by law upon the Contractor, and at no cost or expense to the Owner, work such overtime or require the appropriate subcontractor to work such overtime as may be necessary to make up for all time lost and to avoid delay in the progress and completion of the work.”

8.3 DELAYS AND EXTENSIONS OF TIME

Delete Subparagraph 8.3.1 as written and replace with the following:

“If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor’s control, or by delay authorized by the Owner pending mediation, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order, for such reasonable time as the Architect may determine, to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time and if the performance of the Work is not, was not, or would not have been delayed by any other cause for which the Contractor is not entitled to an extension in the Contract Time under the Contract Documents. The Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (i) is not caused, or could not have been anticipated, by the Contractor, (ii) could not be limited or avoided by the Contractor’s timely notice to the Owner of the delay or reasonable likelihood that a delay will occur, and (iii) is of a duration not less than one (1) day.

The Contractor’s claims, if any, for extension of time must be made in writing to the Architect not more than five working days after the Contractor has notice of delay. Thereafter, the Contractor must provide full details and supporting documentation with regard to the cause of the delay within 15 working days of the initial notice of the delay to the Architect. If either the initial notice or the supporting documentation is not filed with the Architect in writing within the time periods specified, the claim for delay shall be waived. If the cause for the delay is a continuing one, then only one claim is necessary. The Contractor’s supporting documentation to the Architect shall include an estimate of the probable effect of the delay on the progress of the Work and the Project Schedule.”

Delete Subparagraph 8.3.3 as written and replace with the following:

“However, notwithstanding any other provision of the Contract Documents to the contrary, any damages recovered by the Contractor for delay shall be limited to the increase, if any, of direct costs incurred by the Contractor in performing the Work, which costs are incurred as a result of the delay.

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Except for direct costs, in no event shall the Contractor be entitled to any other compensation or recovery of any damages pursuant to this Agreement in connection with any delay, including, without limitation, consequential damages, lost opportunity costs, impact damages, profit, overhead, or other similar remuneration.”

Add the following Paragraph 8.4:

“8.4 DAMAGES CAUSED BY DELAY

8.4.1 If the progress or completion of the work is delayed by any fault, neglect, act or failure to act on the part of the Contractor or anyone acting for or on behalf of the Contractor so as to cause any additional cost, expense, liability or damage to the Owner or any damage or additional cost or expense for which the Owner may or shall become liable, the Contractor shall and does hereby agree to compensate the Owner for, and to indemnify the Owner against, all such costs, expenses, liabilities and damages.

8.4.2 The Contractor shall reimburse to the Owner the cost of the Architect's services provided beyond the time limit originally specified for Substantial Completion which shall be in addition to any other damages sustained by the Owner as a result of such delays. Such payments will be withheld from amounts which may be or may become payable to the Contractor by the Owner and should the cost of these sustained damages exceed the amounts owed by the Owner, the Contractor shall pay the difference to the Owner.”

ARTICLE 9 - PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

Add to 9.2.1 the following: “The schedule of values shall be prepared in such a manner that each major item of Work and each subcontracted item of Work is shown as a single line item on AIA Document G703, Continuation Sheet for G702.”

9.3 APPLICATIONS FOR PAYMENT

Add to the end Subparagraph 9.3.1 the following:

“The form of Application for Payment shall be AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet for G702. Applications for Payment shall be made as of the last day of the month and must be received by the Architect not later than the tenth (10th) day of the following month. Payment will be made by the Owner by the fifteenth (15th) day of the next month (45 day payment schedule). Each such Application for Payment shall also include a completed Appendix E, MBE Documentation for Contract Payments.”

Add to Subparagraph 9.3.2 the following:

In requesting payment for materials stored on or off the site, the Contractor shall submit with his Application for Payment the following: (i) An itemized list of stored material prepared in sufficient detail to identify the materials and their value; (ii) Evidence such as bills of sale or such other proof as may be requested by the Owner or Architect to substantiate that the materials listed have been paid for by the Contractor, and (iii) documentation satisfactory in form and substance to Owner that title to such materials shall be vested in Owner.

For material stored off the site, the Contractor shall submit with his Application for Payment the

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following: (i) Evidence that the materials are stored at the location previously agreed to in writing; (ii) Evidence that the storage location is bonded; (iii) Evidence that the materials are insured while in storage and while in transit to the site, such insurance to be satisfactory to Owner and in such amount not less than the total value of the materials; and (iv) Evidence that transportation to the site will be provided. No payment will be certified for material stored off the site until the storage location has been agreed upon in writing. Representatives of the Owner and Architect shall have the right to make inspections of the storage facilities at any time. At the storage facility, such materials shall be specifically marked for use on the Project and segregated from other materials.”

9.6 PROGRESS PAYMENTS

Add the following Sub-subparagraph 9.6.2.1 to Subparagraph 9.6.2:

“9.6.2.1 The Contractor shall hold the Owner harmless from any costs and damages, including, but not limited to, architect's and/or attorneys' fees, incurred by the Owner as a result of the filing of any mechanics' liens or materialmen's liens, or any litigation arising out of such liens. Notwithstanding this provision, the Contractor shall, along with each Application for Payment, furnish verified waivers of lien from the Contractor(s) and from all subcontractors and materialmen attached to AIA Document G706A, CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS.”

Add the following to Subparagraph 9.6.5:

“The provisions of this Subparagraph do not apply to material suppliers who have furnished materials for which the Contractor has requested payment and are in storage off of the site or on the site. All such stored materials are to be paid for prior to payment to the Contractor by the Owner.”

9.7 FAILURE OF PAYMENT

Delete Subparagraph 9.7.1 in its entirety and substitute the following:

“9.7.1 If the Architect does not issue a Certificate for Payment of all or a portion of the Contractor's Application for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.”

Add the following new Subparagraph 9.7.2:

“9.7.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payments shall be made promptly upon demand by the Owner. Notwithstanding any provision contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or the Owner incurs any cost and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have the absolute right to offset such amount against the Contract Sum, and may, in the Owner's sole discretion, elect either to (i) deduct an amount equal to that to which the Owner is entitled from any payments then or thereafter due the Contractor from the Owner; or (ii) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.”

9.8 SUBSTANTIAL COMPLETION

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Add the following to Subparagraph 9.8.1:

“The Work or designated portion thereof will not be considered to have achieved Substantial Completion until all systems are operational as designed; all life-safety components of the Work are complete; all designated or required governmental inspections or certifications have been made and posted; designated instruction of Owner’s personnel in the operation of systems has been completed; and all final finishes are in place. The Owner’s occupancy or use of the Work or a designated portion thereof under the provisions of Paragraph 9.9 shall in no way constitute the acceptance of the Work as Substantially Complete until the provisions of this Subparagraph 9.8.1 have been satisfied.”

Delete Subparagraph 9.8.2 in its entirety and substitute the following:

“9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such a list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.”

Delete Subparagraph 9.8.3 in its entirety and substitute the following:

“9.8.3 The Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete upon receipt of the Contractor’s list together with the following items: a) The Contractor’s request for the Architect’s Substantial Completion Inspection; b) Reports of tests evidencing satisfactory function of operable systems as required; c) Reports on the instruction of the Owner’s personnel in the use of operable systems and equipment including maintenance and operating information; e) The Contractor’s list of items to be completed or corrected for interior, exterior and site elements, including operable systems and equipment; f) Operations and Maintenance Manuals; g) Test and Balance Reports. If the Architect’s inspection discloses any item, whether or not included on the Contractor’s list, which is not in accordance with the requirements of the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. The Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

Add the following to Sub-Subparagraph 9.8.3.1, and 9.8.3.2 to Subparagraph 9.8.3:

“9.8.3.1 In the event that more than the two inspections by the Architect, described above are made necessary by the failure of the Contractor to complete the Work or to complete or correct items identified on the list of such items, the Contractor shall reimburse the Owner for all costs incurred including the cost of the Architect’s services made necessary thereby.

9.8.3.2 If the Contractor requests that the Architect prepare a list prior to Substantial Completion, or should the Contractor request a list be prepared to assist the Contractor in his completion and corrective work, or should the Architect be caused additional expense because of the Contractor’s claim that work has been completed or corrected when it has not, then the Contractor shall reimburse the Owner for all additional costs incurred from the Architect for services provided by such request. The costs of such services will be withheld from payments then or thereafter due to the Contractor.”

Add to Subparagraph 9.10.1 the following:

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“All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.”

Add to the first sentence of Subparagraph 9.10.2 the following:

“(6) submission by the Contractor to the Architect and the Owner of as-built drawings, (7) submission by the Contractor to the Owner of a complete list of Subcontractors and principal vendors on the Project, including addresses and telephone numbers, (8) submission by the Contractor to the Owner of an indexed looseleaf binder of complete installation, operation and maintenance manuals, including all manufacturers’ literature, of equipment and materials used in the Work, (9) submission by the Contractor to the Owner, in an indexed, looseleaf binder, of all inspection reports, permits and temporary and final certificates of occupancy and licenses necessary for the occupancy of the Project, and (10) any and all other items required pursuant to the Contract Documents.”

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following Sub-subparagraphs 10.1.1.1 and 10.1.1.2 to Subparagraph 10.1.1

“10.1.1.1 The Architect’s site responsibilities are limited solely to the activities of the Architect and the Architect’s employees on site. These responsibilities shall not be inferred by any party to mean that the Architect has responsibility for site safety. Safety in, on, or about the site is the sole and exclusive responsibility of the Contractor alone. The Contractor’s methods of work performance, superintendence of the Contractor’s employees, and sequencing of construction are also the sole and exclusive responsibility of the Contractor alone.

10.1.1.2 The Contractor agrees to waive any claim against the Owner and Owner’s agents, architects, engineers, consultants, and their employees acting within the scope of their duties, and to defend, indemnify, and hold them harmless from any claim or liability for injury or loss that allegedly arises from the Contractor’s performance of the Work described herein. The Contractor shall require all Subcontractors to conform with this provision before they start any work. Contractor shall insure this provision is in conformity with the insurance provision of this Contract.”

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following at the end of Subparagraph 10.2.3:

The Contractor shall also be responsible, at the Contractor’s sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

Add the following at the end of Subparagraph 10.2.4:

“When use or storage of explosives or other hazardous materials or equipment or unusual construction methods are necessary, the Contractor shall give the Owner and the Architect reasonable advance notice.”

Add a new Subparagraph 10.2.8 to read as follows:

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“When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all coverings and protect the Work, as necessary from injury by any cause.”

Add a new Subparagraph 10.2.9 to read as follows:

“The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner and the Architect.”

Add a new Subparagraph 10.2.10 to read as follows:

“All Work performed under this Contract shall conform to the requirements of the Occupational Safety and Health Administration, United States Department of Labor.”

10.3 HAZARDOUS MATERIALS

In Subparagraph 10.3.1, Delete “material or substance” and replace with the following: “concealed and undisclosed hazardous material or substance (as defined in CERCLA)”.

Add the following to the end of Subparagraph 10.3.2:

“The term “rendered harmless” shall be interpreted to mean that levels of asbestos, polychlorinated biphenyls, or other hazardous material or substance are less than any applicable exposure standards set forth in OSHA regulations. In no event, however, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any material supplier, or any entity for whom any of them is responsible. The Contractor agrees not to use any fill or other materials to be incorporated into the Work that are hazardous, toxic, or made up of any items that are hazardous or toxic.”

Delete Subparagraph 10.3.3 in its entirety.

Add to Paragraph 10.4 the following:

“Each Contractor bringing chemicals onto the site must provide Owner with the appropriate hazard information on these substances, including the labels used and the precautionary measures to be taken in working with these chemicals.”

ARTICLE 11 - INSURANCE

11.1 CONTRACTOR'S LIABILITY INSURANCE:

Add the following to the end of Clause .7 in Subparagraph 11.1.1:

“, which coverage shall be maintained for not less than three (3) years following final payment.”

Add the following Sub-subparagraph 11.1.2.1 to Subparagraph 11.1.2:

“11.1.2.1 the insurance required by Subparagraph 11.1.1 shall be written for not less than the following, or greater if required by law.

- .1 Worker's Compensation:
 - (a) State

Statutory

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- (b) Employer's Liability \$1,000,000
\$1,000,000 Disease Policy Limit
\$1,000,000 Disease Each Employee
- .2 Commercial General Liability (including Premises-Operations; Independent Contractor's Protective; Products and Completed Operations; Bodily Injury; Property Damage). The Contractor shall include by endorsement the Owner and Architect as additional insured parties on the Commercial General Liability Policy and such endorsement shall be provided to Owner with the required certificates of insurance.
 - (a) Bodily injury and property damage: \$2,000,000 Aggregate
\$1,000,000 Per Occurrence
 - (b) Products and Completed Operations Insurance shall be maintained for a minimum period of three (3) years after final payment and the Contractor shall continue to provide evidence of such coverage to the Owner on an annual basis during the aforementioned period.
 - (c) Remove fellow employee exclusion.
 - (d) Policy shall have per location/per project aggregate limit.
 - (e) Policy shall provide for coverage of liability of Contractor's engaged professional consultants, i.e. Independent Testing Laboratories, Engineers, Surveyors, etc. for errors and omissions, or a separate policy shall be provided:
 - Minimum coverage: \$1,000,000
- .3 Contractual Liability:
 - Combined single interest \$1,000,000 Per Occurrence
\$2,000,000 Aggregate
- .4 Personal Injury with Employment Exclusion deleted: \$1,000,000
- .5 Comprehensive Automobile Liability (including hired and non-owned coverage):
 - Bodily Injury: \$1,000,000 each person
\$1,000,000 each accident
 - Property Damage \$ 500,000 each occurrence
- .6 Business Umbrella Policy: \$5,000,000 over Primary Insurance
\$10,000 Retention

Add the following Sub-subparagraph 11.1.3.1 to Subparagraph 11.1.3:

"11.1.3.1 The Contractor shall furnish one copy each of Certificates of Insurance herein required for each copy of the Agreement which shall specifically set forth evidence of all coverage required by the Contract Documents. The form of the Certificates shall be on insurance form ACORD 25-S with modifications required to meet the requirements of Subparagraph 11.1.3 and shall be supplemented with AIA Document G-715. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits.

Add a new Subparagraph 11.1.4 to read as follows:

"In no event shall any failure of the Owner to receive certificates of insurance required under Paragraph 11.1 or to demand receipt of such certificates prior to the Contractor's commencing the Work be construed as a waiver by the Owner or the Architect of the Contractor's obligations to obtain insurance pursuant to this Article 11. The obligation to procure and maintain any insurance required by this Article 11 is a separate responsibility of the Contractor and independent of the duty to furnish certificates of insurance."

Add a new Subparagraph 11.1.5 to read as follows:

"If the Contractor fails to purchase and maintain, or require to be purchased and maintained, any insurance required under this Paragraph 11.1, the Owner may, but shall not be obligated to, upon five (5) days' written notice to the Contractor, purchase such insurance on behalf of the Contractor and shall be entitled to be reimbursed by the Contractor upon demand. Any amount owed to the Owner by the Contractor pursuant to

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this Subparagraph may be deducted from any payments owed by the Owner to the Contractor for performance of the Contract.”

Add a new Subparagraph 11.1.6 to read as follows:

“When any required insurance, due to the attainment of a normal expiration date or renewal date, shall expire, the Contractor shall supply the Owner with Certificates of Insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as was provided by the previous policy. In the event any renewal or replacement policy, for whatever reason obtained or required, is written by a carrier other than that with whom the coverage was previously placed, or the subsequent policy differs in any way from the previous policy, the Contractor shall also furnish the Owner with a certified copy of the renewal or replacement policy unless the Owner provides the Contractor with prior written consent to submit only a Certificate of Insurance for any such policy. All renewal and replacement policies shall be in form and substance satisfactory to the Owner and written by carriers acceptable to the Owner.”

Add a new Subparagraph 11.1.7 to read as follows:

“The Contractor shall notify the Owner of any reduction in collectible limits by an amount in excess of Five Thousand Dollars (\$5,000), and the Contractor shall promptly procure, at no expense to the Owner, such additional coverage as necessary to restore the valid and collectible limits of such insurance to that required under the Contract Documents.”

Add a new Subparagraph 11.1.8 to read as follows:

“The Contractor shall cause each Subcontractor to (i) procure insurance reasonably satisfactory to the Owner and (ii) name the Owner and Architect as additional insureds under the Subcontractor’s comprehensive general liability policy. The additional insured endorsement included on the Subcontractor’s comprehensive general liability policy shall state that coverage is afforded the additional insureds with respect to claims arising out of operations performed by or on behalf of the Contractor. If the additional insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer’s liability under this insurance policy shall not be reduced by the existence of such other insurance.”

11.3 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE

Delete Paragraph 11.3, including all Subparagraphs thereunder, in its entirety.

11.4 PROPERTY INSURANCE:

Delete Subparagraph 11.4.1.3 in its entirety.

Delete Subparagraphs 11.4.2, 11.4.3, and 11.4.5 in their entirety.

Delete Subparagraph 11.4.6 as written, and replace with the following:

“Before an exposure to loss may occur, the Contractor shall file with the Owner a certified copy of each policy that includes insurance coverages required by this Paragraph 11.4. All policies so provided shall be subject to approval by Owner. Each policy shall include a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least thirty (30) days’ prior written notice has been given to the Owner.”

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In the first sentence of Subparagraph 11.4.7, delete “covered by” and insert therefor the following: “of actual recovery of any insurance proceeds under any”. Also in the first sentence, and wherever else in the Paragraph 11.4 located, delete “as fiduciary” and insert therefor “in good faith”.

Add the following Subparagraph 11.4.11:

"11.4.11 Notwithstanding any other provision of the Contract Documents to the contrary, all insurance required under this Paragraph 11.4 shall be furnished by the Contractor. Include the Owner and the Architect as additional insured."

11.5 PERFORMANCE BOND AND PAYMENT BOND:

Delete Subparagraph 11.5.1 in its entirety and substitute the following:

"11.5.1 A Performance Bond and a Labor and Material Payment Bond are required. The Contractor shall obtain a Performance Bond and a Payment Bond, acceptable to the Owner on AIA Document A312, from a surety company authorized to do business in North Carolina and satisfactory to Owner, each bond for the full amount of the Contract Sum. The bond shall guarantee the Contractor's faithful performance of the Contract and the payment of all obligations arising thereunder. The Contractor shall pay all charges in connection with these bonds. One executed copy of the bonds shall be attached to each copy of the Contract before they are returned to the Architect for the Owner's signature. The Contractor shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power."

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

Add the following at the end of Subparagraph 12.2.1.1:

"If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work, including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to “like new” condition at no expense to the Owner. In addition, the Contractor shall promptly remedy damage and loss arising in conjunction with the Project caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable and for which the Contractor is responsible."

12.2.2 AFTER SUBSTANTIAL COMPLETION

In Subparagraphs 12.2.2 (including all sub-Subparagraphs) and 12.2.5, and wherever else appearing in the General or Supplementary Conditions, reference to a “one-year” period for correction of Work shall be changed to a “two-year” period, or to such longer period, if any, indicated in the Specifications, as described in Subparagraph 8.1.4.

In the third sentence of Subparagraph 12.2.2.1, delete the following: “and to make a claim for breach of warranty”. Add to the end of Subparagraph 12.2.2.1 the following: “For purposes of this Subparagraph, Contractor shall be deemed to have acted promptly and within a reasonable time to correct defects in the Work if satisfactory corrective action is taken within thirty (30) days of Contractor’s receipt of notice of defect.”

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Delete Subparagraph 12.2.2.3 as written and replace with the following:

“Upon completion of any Work under or pursuant to this Paragraph 12.2, the one (1)-year correction period in connection with the Work requiring correction shall be renewed and recommence. The obligations under Paragraph 12.2 shall cover any repairs and replacement to any part of the Work or other property that is damaged by the defective Work.”

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

Delete Subparagraph 13.1.1 in its entirety and substitute the following:

“This agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. The parties to this agreement confer exclusive jurisdiction of all disputes arising hereunder upon the General Courts of Justice of Union County, North Carolina.”

13.2 SUCCESSORS AND ASSIGNS

In the second sentence of Subparagraph 13.2.1 after “Subparagraph 13.2.2” insert the following: “or set forth elsewhere in the Contract Documents”.

13.3 WRITTEN NOTICES:

Add the following to Subparagraph 13.3.1:

"Any papers delivered to, or notice to or demand upon Owner shall be sufficiently given if delivered to:
Mr. Barry Wyatt
General Services Director
500 N. Main Street, Suite 8
Monroe, North Carolina 28112

13.4 RIGHTS AND REMEDIES:

In Subparagraph 13.4.1, precede the first sentence with the following: “Except as expressly provided in the Contract Documents”.

Delete Subparagraph 13.4.2 in its entirety and substitute the following:

“13.4.2 Except as may be specifically agreed in writing, the failure of the Owner, the Architect or the Contractor to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Contract, or to exercise any right herein contained or provided by law, shall not be construed as a waiver or relinquishment of the performance of such provision of right(s) or of the right to subsequently demand such strict performance or exercise such right(s), and the right(s) shall continue unchanged and remain in full force and effect.”

13.5 TESTS AND INSPECTIONS

Add the following to the end of Subparagraph 13.5.3:

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“The Contractor also agrees that the cost of testing services required for the convenience of the Contractor in his scheduling and performance of the Work, and the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.”

13.6 INTEREST:

Add the following to Subparagraph 13.6.1:

"Any money withheld pursuant to the terms of the Contract Documents constitutes a waiver of the Contractor's right to interest as stipulated in Paragraph 13.6."

13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

Delete Subparagraph 13.7.1 in its entirety

Add the following Paragraph 13.8 to Article 13:

13.8 EQUAL OPPORTUNITY:

"13.8.1 The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of physical or mental handicap, race, religion, color, sex, national origin or age. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their physical or mental handicap, race, religion, color, sex, national origin or age. Such actions shall include, but shall 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

13.8.2 The Contractor and all Subcontractors shall, in all solicitations or advertisements for employees placed by them or their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.

Add the following Paragraph 13.9 to Article 13:

13.9 MISCELLANEOUS PROVISIONS

13.9.1 The Contractor, when constructing a Project involving trenching, excavating or other earth moving activity, shall comply with the following environmental constraints:

13.9.1.1 Historic Preservation – Any excavation or other earth moving activity by the Contractor that uncovers a historical or archaeological artifact shall be immediately reported to the Architect. Construction shall be temporarily halted pending the notification process and further directions issued by the Architect after consultation with appropriate authorities.

13.9.1.2 Human Remains and Cultural Items – Any excavation or other earth moving activity by the Contractor that uncovers human remains or cultural items shall be immediately reported to the Architect. Construction shall be temporarily halted pending the notification process and further directions issued by the Architect after consultation with the appropriate authorities.

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13.9.1.3 Wetlands – The Contractor, when disposing of excess, spoil, or other construction materials on public or private property, will not fill in 100-year floodplain areas delineated on the latest Federal Emergency Management Administration floodplain maps.

13.9.1.4 Floodplains – The Contractor, when disposing of excess, spoil, or other construction materials on public or private property, WILL NOT FILL IN or otherwise CONVERT 100 YEAR FLOODPLAIN areas delineated on the latest FEMA Floodplain Maps.

13.9.1.5 Endangered Species – The Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of the Contractor, the Contractor will immediately report this evidence to the Architect and a representative of FmHA. Construction shall be temporarily halted pending the notification process and further directions issued by the Architect, FmHA after consultation with the U.S. Fish and Wildlife Service.

13.9.2 All personal pronouns used in this Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall include the plural and vice versa. Titles of articles, paragraphs, and subparagraphs are for convenience only and neither limit nor amplify the provisions of this Contract in itself. The use herein of the word “including,” when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as “without limitation,” or “but not limited to,” or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.”

13.9.3 Wherever possible, each provision of this Agreement shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Agreement, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Agreement or valid portions of such provision, which are hereby deemed severable.

13.9.4 Each party hereto agrees to do all acts and things and to make, execute and deliver such written instruments, as shall from time to time be reasonably required to carry out the terms and provisions of the Contract Documents.

13.9.5 Any specific requirement in this Contract that the responsibilities or obligations of the Contractor also apply to a Subcontractor is added for emphasis and is also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of the Contractor’s responsibilities or obligations shall not be construed to diminish, abrogate, or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

13.9.6 This Agreement shall not be construed against the drafting party.

13.9.7 Where the terms “or approved equal”, “or equal” or similar clauses are used in the detailed Specifications, they shall mean equal in the opinion of the Architect. These terms are not intended to limit competition or to exclude materials of equal quality made by another manufacturer. Materials mentioned by trade name are used to set forth at least one product that fulfills the quality and functional requirements required for the project. Requests for approval of other materials may be submitted in writing to the Architect for approval either before or after receipt of bids. The Architect shall be under no obligation to approve materials which in his opinion are not equal to the product specified. No cost adjustments will be made to the Contract as a result of proposed substitutions not being approved by the Architect.”

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ARTICLE 14 – TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

In the first sentence of Subparagraph 14.1.1, delete “30” and replace with “60”.

Also, delete Clauses .3 and .4 in Subparagraph 14.1.1 in their entirety.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

Delete Subparagraph 14.4.3 in its entirety and replace with the following:

“Upon such termination, the Contractor shall recover as its sole remedy payment for Work properly performed in connection with the terminated portion of the Work prior to the effective date of termination and for items properly and timely fabricated off the Project site, delivered and stored in accordance with the Owner’s instructions. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits. The Owner shall be credited for (i) payments previously made to the Contractor for the terminated portion of the Work, (ii) claims that the Owner has against the Contractor under the Contract, and (iii) the value of the materials, supplies, equipment, or other items that are to be disposed of by the Contractor that are part of the Contract Sum.”

END OF SECTION

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CERTIFICATE OF LIABILITY INSURANCE

OP ID D4
WEATH-2

DATE (MM/DD/YYYY)

10/08/09

PRODUCER
Robbins & Associates
 Insurance Agency, Inc.
 P O Box 1458
 Monroe NC 28111
 Phone: 704-226-1300 Fax: 704-226-1320

INSURED
 Weathergard, Inc.
 Larry Parker
 PO Box 1085
 Monroe NC 28111-1085

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Berkley Mid-Atlantic Group	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CPA0126395	11/01/08	11/01/09	EACH OCCURRENCE	\$ 1000000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100000
						MED EXP (Any one person)	\$ 5000
						PERSONAL & ADV INJURY	\$ 1000000
						GENERAL AGGREGATE	\$ 2000000
						PRODUCTS - COMP/OP AGG	\$ 2000000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CAA0126396	11/01/08	11/01/09	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	CPA0126395	11/01/08	11/01/09	EACH OCCURRENCE	\$ 5000000
						AGGREGATE	\$ 5000000
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A		Rental/Lease Equip	CPA0126395	11/01/08	11/01/09	Leased Eq	\$100000
A		Installation	CPA0126395	11/01/08	11/01/09	Install	\$444000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 All policies have 30 days notice of cancellation except for nonpayment of premium (10 days).
 Re: Union County Law Enforcement Center
 See NOTES for additional wording

CERTIFICATE HOLDER

CANCELLATION

UNIONCO
 Union County
 Keith A. Richards Risk Manager
 500 N. Main Street Ste #130
 Monroe NC 28112

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE

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.

NOTEPAD:

HOLDER CODE UNION10
INSURED'S NAME Weathergard, Inc.

WEATH-2
OPID D4

PAGE 3
DATE 10/08/09

Union County, its officers, agents and employees are included as
additional insured with respects to the general liability insurance
policy. General Liability coverage is primary and waiver of subrogation
applies for any and all losses covered by the above described insurance.

Client#: 1620

WEATHINC

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/05/09


PRODUCER D Garvin Agency, Inc. - SC PO Box 21627 Columbia, SC 29221-1627 803 732-0060	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Weathergard, Inc. PO Box 1085 Monroe, NC 28111	<table border="1"> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: CRSMC - SIF</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: CRSMC - SIF		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: CRSMC - SIF													
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L TR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	CRSMC00085	01/01/09	01/01/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEES \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
N		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Project: Union County Law Enforcement Center, Attn: Mr. Barry Wyatt, Purchasing & Fleet & Property Manager, 3344 Presson Rd, Monroe, NC 28110

CERTIFICATE HOLDER County of Union 500 N Main St Monroe, NC 28111	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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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

The Certificate of Insurance on the reverse side of this form 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.

Nelson Hall &
Associates, Inc.



Roof Consulting
Services

October 5, 2009

Weathergard, Inc.
P.O. Box 1085
Monroe, NC 28111

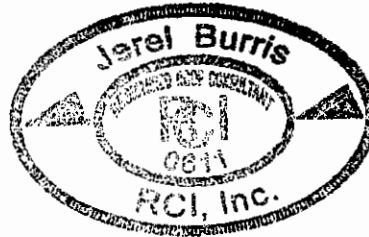
Re: Union County Law Enforcement Center - Notice To Proceed

Effective October 26, 2009 you are hereby authorized to proceed with the roof replacement project on the Law Enforcement Center for Union County.

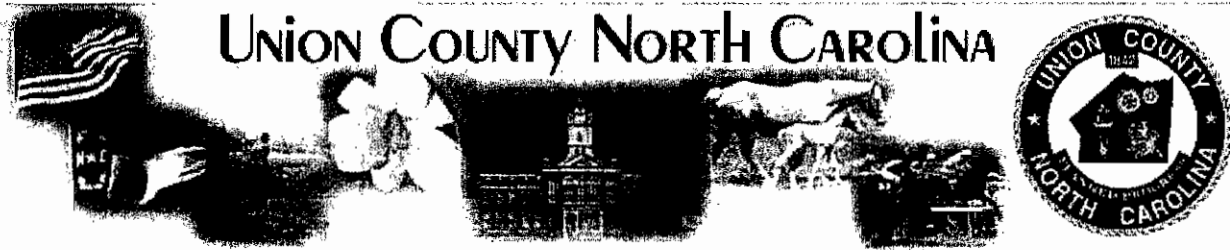
If I can be of further service, please advise.

Regards,

Jerel Burris, RRC, RRO
Vice President



cc: Glenn Dean
Barry Wyatt



UNION COUNTY

Law Enforcement Center Roof Replacement

ROOF RENOVATION SPECIFICATIONS

September, 2009

**NELSON HALL AND ASSOCIATES
1001 LANCASTER AVENUE
MONROE, NC 28112**

ROOF RENOVATIONS SPECIFICATIONS

September, 2009

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1 SUPPLEMENTARY GENERAL CONDITIONS:

1.1 INVITATION TO BID:

The roof(s) to be replaced/renovated are identified on the attached roof plans. The location of the facility/facilities where the work is to be performed is:

SITE DESCRIPTION: Union County Law Enforcement Center
3344 Presson Road
Monroe, NC

Bids shall be sent to the attention of: Barry Wyatt

PHONE NUMBER: (704) 283-3868

MAILING ADDRESS: County of Union
General Services Department
500 N. Main Street Ste. 8
Monroe, N.C. 28112

Known herein as THE OWNER.

Proposals shall be marked:

ROOF PROJECT PROPOSAL: Law Enforcement Center Roof Replacement, September 2009

PROPOSALS MUST BE MADE IN ACCORDANCE WITH THE FOLLOWING INSTRUCTIONS. "Bidder" as used herein shall mean a person or organization submitting a Bid to the Owner for all Work herein specified. "Sub-bidder" as used herein shall mean a person or organization submitting a Bid to the Bidder for any other Work required by the Construction Documents not performed by the Bidder's own personnel.

1.2 APPLICABLE DOCUMENTS:

Specifications and Drawings contained herein and dated September 2009 and AIA General Conditions A201, 1997 Edition.

Where these Supplementary General Conditions are in variance with the General Conditions in AIA Document A201 the Union County General Conditions and Supplementary General Conditions contained herein shall take precedence over and prevail over all others.

1.3 SUBMISSION OF BID:

Bids shall be submitted in triplicate on the Form of Proposal included in the Bid Documents with all blank spaces filled (negative responses required when appropriate). The name of the Bidder shall be clearly displayed on the envelope containing the Bid. The Form of Proposal is to be sealed in an opaque envelope and shall be marked:

ROOF PROJECT PROPOSAL: Law Enforcement Center Roof Renovations, September 2009

BIDS SHALL BE RECEIVED NO LATER THAN: September 15, 2009

The BASE BID shall be a lump-sum, fixed price submitted by the Bidder. It shall be the responsibility of the Bidder to inform all his Sub-bidders of the conditions included herein and of

all ALTERNATE bid items set forth on the Form of Proposal. Alternates may not be listed in the specifications and may appear only on the Form of Proposal.

It will be assumed that the Bid will be valid for ninety (90) days unless otherwise stipulated on the Form of Proposal.

1.4 TIME OF CONSTRUCTION:

The total time allotted for the performance of the work included in this project is the Contractors estimate of calendar days. Rain days are included and will only be added if unusual weather delays are incurred. Work shall commence on the date stipulated in the Contract and be pursued continuously until complete. Contractors time estimate may be used as a factor in awarding a Contract.

The successful contractor shall not commence work or allow any sub-contractor to commence work until the requirements of the General and Special Conditions of the Contract for Construction listed herein have been satisfied.

The successful bidder agrees to commence work on this Contract upon written notification of award of the Contract or verbal receipt of a work order number, and to prosecute the Work continuously and without interruption (excepting weather delays) until all Work is completed. The beginning date shall be agreed upon at the pre-job meeting, and the agreed upon beginning date shall be the coordination date for start-up for all parties including the inspection service. The job inspector will be on the site on the agreed upon start date. If Work does not commence as agreed (excepting weather delays), the Contractor shall be responsible for payment of the costs of inspection provided for periods of no-work, including transportation to and from the site.

The successful contractor agrees to complete the Work stipulated in the Bid Documents within the number of calendar days stated on the Form of Proposal commencing on the date of commencement of Work. If extra work is ordered by the Owner or if unforeseen conditions interfere with the normal progress of the Work, the stated time to completion may be adjusted accordingly by Change Order.

After the Contract period is established between the successful bidder and Union County Schools, a predetermined number of rain days will be established based on the National Weather Service averages. If the Contractor does not complete the work as stipulated herein a penalty of \$500.00 per calendar day will be deducted from the Contract amount.

1.5 CONTRACTOR REQUIREMENTS:

All Contractors bidding or performing work must comply with the following requirements:

1. Have been in business a minimum of five years or provide documentation that the key management personnel have a minimum of fifteen years experience at a management level in the roof contracting field.
2. Have a drug/alcohol free workplace program that is DOT approved or equal.
3. Have management personnel responsible or implementing Safety and Environmental programs.

CONTRACTOR EMPLOYEE REQUIREMENTS

The Crew provided for the work must have a project manager, foreman, lead roof mechanic and three roof mechanics with the following minimums in experience:

1. Project Manager - This person will be full time management personnel. This person will be responsible for the following: A) Planning B) Communications C) Scheduling Activities between crews and Site, Owner & Owner Representative D) Safety E) Environmental F) Security
2. Foremen - 5 years experience in roofing with systems similar to the system specified.
3. Lead Roof Mechanic - 3 years experience in roofing with systems similar to the system specified.

Roof Mechanic - 2 years experience in roofing with systems similar to the system specified.

1.6 SUBMITTALS:

The successful Contractor shall prepare and submit submittals to NH&A prior to scheduling of the Pre-Construction meeting.

A. MSDS sheets are required for all materials and products to be used during the performance of the work. MSDS sheets are to be submitted with the submittals, also in triplicate.

B. Manufacturers Contractor Certification Certificate, manufacturers literature and materials list for proposed roof assembly.

C. The enclosed material lists and drawings shall serve as a preapproved submittal package for the successful bidder. The material lists herein shall be copied and the proposed materials marked to show the system and materials included in the contractors bid. Where ASTM specifications are given the Contractor shall furnish the name of the material to be used. MSDS sheets are required for all materials used and are to be attached to the submittals.

The detail drawings shall be copied and initialed by the Contractor and shall serve as the shop drawings for the project. See section on substitution of materials for additional instructions.

D. The Contractor shall submit manufacturers literature on insulation or base sheet and fasteners to be used on the project. The submittal information shall include the type and number of fasteners for the type of base sheet or type and size of insulation board material to be installed, and the quantity of fasteners to be used at perimeters, corners and the field of the roof wherever mechanical securement of roof system is required by the specifications.

E. The Contractor shall submit in writing on the form provided, that all materials to be used on the project do not contain asbestos.

F. Tapered Insulation Design & Layout. Tapered insulation design must show crickets/saddles. Roof curbs and penetrations must be considered when designing tapered roof insulation system.

1.7 TAXES:

The payment of sales, use, unemployment, old age pension, FICA and any other taxes imposed by local, State or Federal governments on all Work performed shall be included in the Base Bid. Do not include sales tax in bid.

Federal Taxes: The County of Union is exempt from Federal Excise Taxes and Transportation Taxes. The County of Union will issue exemption certificates only upon the request of the Contractor. All requests for tax refunds are to be handled by the Contractor. The County will not guarantee any Federal Tax refunds to the Contractor.

State Taxes: For all materials incorporated into the work under this Contract, the Contractor shall furnish the County a list showing the invoice number, date, the person or firm the invoice is from, the material involved, the cost of the material and the amount of North Carolina Sales Tax remitted to the State. The Contractor shall certify that the list is correct and will submit the list each month for materials used during the preceding month. If no North Carolina State Sales Tax has been paid, the certified statement shall indicate such. The County reserves the right to hold invoices if certified tax statements are not received.

1.8 UNIT PRICES:

Unit Prices listed on the Form of Proposal, if accepted in the award of this Contract, shall be used to establish adjustments to the Contract Price for adjustments to the Contract. Unit Prices submitted shall include all costs including profit, overhead and all applicable taxes excluding sales tax. The same Unit Prices listed on the Form of Proposal shall be used for adds to or deducts from the Contract Price. Unit Prices listed on the Form of Proposal may be used by the Owner as a basis for determining the award of the Contract.

Owner reserves the right to use time & material rates for additional work performed not listed in the original scope of work. The contractor will be responsible for documenting material, labor rates, man hours and all other associated expenses at the owners request.

1.9 BOND REQUIREMENTS:

The successful contractor shall provide Payment and Performance bonding. The decision as to whether or not bonding will be required may be dependent on the analysis of audited financial statements submitted to the Owner by the Contractor. Notification of requirement for bonds will be made prior to commencement of the Work.

The actual cost of the bonds shall be included in the base bid. The successful Contractor shall submit the invoice for bonds from the bonding agent to the Owner. The Owner may at his discretion make disbursement for the bond directly to the bonding company on behalf of the Contractor.

The Contractor shall submit a Bid Bond with the Bid or a Check made out to County of Union for 5% of the amount of the bid.

1.10 EXAMINATION OF SITE AND PREMISES:

IT SHALL BE THE SOLE RESPONSIBILITY of each Bidder and/or Sub-bidder to examine all documents and drawings pertaining to the Bid and to visit the premises on which the proposed Work is to be performed to determine the existing conditions in the areas included in The Scope of Work. If a discrepancy, omission, ambiguity or conflict exists between the existing conditions and the Bid Documents, the Bidder shall inform the Owner or his representative prior to the submission of his Proposal.

It is the responsibility of the Contractor to verify all dimensions of areas included in the Scope of Work during the time of site inspection. Representations herein are of general existing conditions, but the Owner assumes no responsibility for assessment of existing conditions for Bidding purposes or that all representations of existing conditions stated herein are accurate. The Contractor shall satisfy himself of all existing conditions prior to submission of a Bid, and the Bid shall reflect the Contractor's cost for completion of the Work in general compliance with these

specifications and requirements and/or recommendations of the manufacturers specified for installation of their specified roofing assemblies.

The submission of a Bid Proposal shall be considered by the Owner as acceptance of all requirements and stipulations contained in the Documents for Construction and awareness of conditions at the job site by the contractor.

Where information is not clearly indicated or specified, the Owner will issue an addendum to all Bidders clarifying ambiguous conditions. The addendum will become a part of the Contract Documents. The Owner will not be responsible for oral instructions or agreements by any party.

ADDS to the Contract Price will be considered only for items for which Unit Prices are submitted or for undiscovered conditions, and under no circumstances will the Owner pay for miscalculations by the Contractor made during the time of Bid preparation.

1.11 PREBID SITE ACCESS:

The Owner will make the site, Union County Law Enforcement Center available for pre-bid inspection on September 2, 2009. Coordination of additional pre-bid site visits shall be the responsibility of the Bidder.

Coordination of all site visits will have to be scheduled with Mr. Nelson Hall at: 704-282-0826.

1.12 SUBSTITUTION OF MATERIALS:

Substitutions of the materials listed herein are prohibited unless approved IN WRITING by the Owner or the Owners Representative. Requests for substitution shall clearly describe the material, product or equipment for which approval is requested and shall be accompanied by the manufacturers literature, specifications, drawings, performance criteria and/or other information necessary to completely describe the items to establish their acceptability.

The approval of the Owner is required prior to inclusion of any substitute material(s) in the Bid or the Work. If the Bidder includes unapproved materials in the Bid, it will be assumed that the specified materials were included and must be installed. If a less expensive material is approved and used for the Work after a bid has been submitted, the Bidder shall issue an appropriate credit to the Owner. The Owner's approval will be required even though "or equal" or synonymous terms are used in the Bid Documents.

SUBSTITUTIONS AND COST DIFFERENCE MUST BE SUBMITTED WITH THE PROPOSAL ON A SEPARATE SHEET WITH JUSTIFICATION FOR THE SUBSTITUTION.

The approval or rejection of a proposed substitution is vested in the Owner whose decision shall be final and binding. The determination may or may not explain the reason for reason for the decision. Substitutions will be approved by Addendum to the Project Documents.

1.13 CHANGES TO THE CONTRACT:

Interpretation and correction of the Project Documents will be made by addendum issued by the Owner and/or Consultant. Each Bidder shall ascertain prior to submitting his Bid that he received all addenda issued for his Work and shall acknowledge their receipt on his Form of Proposal.

1.14 ADDITIONAL WORK:

Extra Work not included in the Unit Prices shall be compensated for on the basis of Time & Material plus % markup for the Bidder and/or sub-bidder. The Bidder shall state the percentages

for overhead and profit for Work completed by the Bidder and by his sub-bidders on the Form of Proposal. Proposed costs for extra work will be used in determining the award of the Contract.

Owner reserves the right to use time & material plus % markup for additional work instead of the Unit Prices quoted in the Form of Proposal upon owner's request. The contractor will be responsible for documenting material, labor rates, man hours and all other associated expenses.

1.15 LISTING OF PROPOSED SUB-BIDDERS:

The Bidder shall submit a list of the proposed Sub-bidders, if any, he intends to use on this project. No changes in Sub-bidders shall be made without the approval of the Owner. Listing shall be included on the Form of Proposal.

1.16 COORDINATION OF THE WORK:

The successful contractor shall not commence work or allow any sub-contractor to commence work until the requirements of the General and Special Conditions of the Contract for Construction listed herein have been satisfied.

The successful bidder agrees to commence work on this Contract upon written notification of award of the Contract or verbal receipt of a work order number, and to prosecute the Work continuously and without interruption (excepting weather delays) until all Work is completed. The beginning date shall be agreed upon at the pre-job meeting, and the agreed upon beginning date shall be the coordination date for start-up for all parties including the roof observation service. The roof observer will be on the site on the agreed upon start date. If Work does not commence as agreed (excepting weather delays), the Contractor shall be responsible for payment of the costs of the roof observer provided for periods of no-work, including transportation to and from the site.

The successful contractor agrees to complete the Work stipulated in the Bid Documents within the number of calendar days stated on the Form of Proposal commencing on the date of commencement of Work. If extra work is ordered by the Owner or if unforeseen conditions interfere with the normal progress of the Work, the stated time to completion may be adjusted accordingly by Change Order.

If the time to completion exceeds that stated on the Form of Proposal (by the contractor's estimate), the Contractor shall assume responsibility for any additional observer costs resulting from the delay. Additional incurred roof observer/consulting costs shall be deducted from the final payment due the Contractor. Non-working days due to inclement weather shall be mutually agreed to by the Contractor and the representative of the Owner. Non-working days due to weather will not be counted in the total estimated time to completion provided by the Contractor.

The Contractor's estimated time to completion will be considered in the award of the Contract for the Work specified.

1.17 AWARD OF CONTRACT:

The opening of the submitted Roof Project Proposals shall be public, and the award of the Contract may or may not be made on the day of the Bid opening. The Owner reserves the right to accept any or none of the submitted bids, whichever he deems to be in his best interest; and hereby does not obligate himself to accept the lowest bid.

The Owner reserves the right to reject to waive any formalities in the bidding. The Owner reserves the right to accept any Alternate listed on the Form of Proposal in any order or combination and to determine the low bidder on the basis of the sum of the Base Bid, Unit Prices

submitted, Alternates accepted, percentages submitted for extra work and estimated time to completion stipulated by the contractor on the Form of Proposal.

1.18 APPLICABLE BUILDING CODES/REQUIREMENTS:

The Contractor shall install all Work in strict compliance with all requirements of all Local, State and Federal Authorities, National Board of Fire Underwriters, Kemper Insurance Company, Factory Mutual System and other applicable authorities in force at the time of execution of this Contract.

The Contractor shall comply fully with all the requirements of the Occupational Safety and Health Act (OSHA) of 1970, a Federal Regulation, and all State/local OSHA requirements. The Contractor shall hold the Owner harmless for any damages or fines that may be assessed by OSHA against the Contractor and/or the Owner.

The Contractor shall secure complete approval of all above mentioned authorities for his Work and shall deliver certificates of approval/compliance from them to the Owner before final payment is made if such certificates are required to assure the Work is in compliance with all applicable code requirements. The Contractor shall pay all fees for testing, inspection and certificates as may be required by local officials and/or building codes, and shall furnish any and all drawings and documents in addition to Contract Drawings required in order to secure approval of his Work from governing authorities.

1.19 INDEMNITY AGREEMENT:

The contractor shall be responsible for the safety of his employees and subcontractors on the site during the performance of the work and any related activities and responsibilities of assuring special safety requirements.

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Owner, any lender, its officers, agents, employees, representatives, consultants and contractors, of and from any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of Work under the Agreement, which are attributable to, or are alleged to be attributable to, any breach hereof or negligent or illegal act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable. Notwithstanding the foregoing, if losses, liabilities, damages, liens, costs and expenses so arising are caused by the concurrent negligence of both Owner and Contractor, their employees, agents, invitees, representatives, consultants and contractors, Contractor shall indemnify Owner only to the extent of Contractor's own negligence or that of its agents, employees, invitees, representatives, consultants and contractors.

1.20 PERMITS FOR CONSTRUCTION:

The successful contractor shall obtain and deliver to the Owner two (2) copies of all applicable Building/Construction Permits as may be required by local authorities prior to commencing Work.

1.21 INSURANCE REQUIREMENTS:

The Contractor shall for the duration of this Contract maintain and pay for insurance through insurers approved by the Owner having provisions for the following coverages:

Workman's Compensation and Employers Liability Insurance in the Contractor's name with limits of liability under the Employers Liability portion of not less than \$1,000,000.00, containing a waiver of subrogation in favor of the Owner executed by the insurance carrier.

Public Liability Insurance including Contractual Liability Insurance in the Contractor's name, with bodily injury limits of not less than \$1,000,000.00 for each occurrence and Property Damage Insurance with a minimum of \$500,000.00 for each occurrence.

The Contractor shall take out and maintain such insurance as will indemnify and save the Owner harmless from any and all claims made by any person or persons for damage for personal injury—including death—and property damage which may arise from the Contractor's operations on the premises of the Owner whether such operations are by the Contractor, any sub-contractor or anyone directly indirectly employed by either of them.

Automobile Liability Insurance with an Employer's Non-Ownership Liability Endorsement in the Contractor's name covering all owned, non-owned and hired vehicles. Limits of liability shall be not less than \$1,000,000.00 for each accident for bodily injury and property damage.

Before commencing any Work, the Contractor shall forward to the Owner two copies of a Certificate of Insurance issued by the Insurance Carrier, not the local agent or representative, indicating that all required insurance is in force. The Certificate shall state the policy number, date of expiration and limits of liability, and contain a provision that the insurance will not be cancelled, changed or allowed to lapse prior to ten days after written notice to such cancellation or intention to allow lapse has been forwarded by Registered Mail to the Owner. The Contractor must certify that he has obtained similar certificates or evidence of insurance from each of his sub-contractors before their work commences. Each sub-contractor must be covered by insurance of the same type and in the same amounts as the Contractor unless the Contractor and the Owner agree that a reduced coverage is adequate because of the nature of the particular sub-contract work.

1.22 OWNERS BUILDERS RISK INSURANCE:

The Owner will carry insurance or self-insure for Builder's Risk covering fire, vandalism, malicious mischief and extended coverage perils in amounts sufficient to cover the value of the Work installed and the building materials stored and paid for by the Owner at the construction site. This insurance will not cover equipment belonging to the Contractor or any of his sub-contractors.

1.23 OWNERS REPRESENTATION:

The Owner reserves the right to provide full-time roof observation during the time of construction. The roof observer is the representative of the Owner, and the Contractor shall perform the work included in the Contract in accordance with the recommendations of the roof observer. The roof observer shall be the liaison between the Contractor and the Owner/Consultant and all changes in the Contract are to be processed by the roof observer prior to submission to the Owner/Consultant. The inspector shall review all pay requests prior to submission to the Owner. All pay requests must bear the signature of the roof observer to be considered for payment.

The Owner's engineer or other authorized representative of the Owner shall observe the Work and will interpret the plans and specifications governing the Project.

The Owner, his engineer or other authorized representative will not be responsible for direct supervision of the Work, nor will the Owner, his engineer or other representative be responsible for means, methods or techniques of construction, for sequences or procedures or for safety control

during the time of Work. Neither the Owner or the Consultant/Observer will be responsible for the Contractor's failure to carry out the Work in accordance with the Contract documents.

The Owner reserves the right to perform non-destructive evaluation of the in-place roofing assembly to determine whether or not the newly installed roofing assembly has been affected by moisture infiltration. Testing shall be at the Owner's expense. The Contractor is encouraged to be present during the time of NDE.

1.24 PROTECTION OF THE STRUCTURE:

The successful contractor shall maintain barricades and take appropriate protective measures around the construction site at all times. The contractor shall be responsible for payment for any required protective measures or additional security at the construction site.

1.25 ACCESS TO THE SITE FOR CONSTRUCTION:

Every effort will be made by the Owner during the time of construction to allow expedient access to the Work subject to local codes and restrictions. ALL SITE USAGE MUST BE APPROVED BY THE OWNER PRIOR TO USE BY THE CONTRACTOR. Materials, signage or equipment that are set-up or stored in unauthorized areas are subject to be moved at the expense of the Contractor at the discretion of the Owner.

The Contractor shall be responsible for the erection and dismantling of any required scaffolding or safety netting. Scaffolds/safety nets shall be erected in accordance with local, State and Federal laws/regulations. It is intended that the Contractor shall perform his work with a minimum of disruption to the Owner's operations. The Contractor shall contact the following facility personnel during bidding and prior to commencement of Work for a meeting on the site to establish the location for storage of materials, set-up areas, access to the roof and for coordination of the Work to assure a minimum of inconvenience to both parties:

CONTACTS: Dean Glenn
TELEPHONE: (704) 283-3516

1.26 STAGING AREAS, STORAGE OF MATERIAL AND CLEAN-UP:

Storage of materials, vehicles, asphalt kettles, tankers, hoists, trash chute, rubbish container and/or other materials and material handling equipment necessary for completion of the Work shall be located so as to cause minimal disruption to traffic flow to the facility and normal operations. Any such storage of equipment and/or materials shall utilize only the minimum space for such storage and in no way block entrances or impede vehicular or pedestrian traffic. All barricades and signs required to redirect present traffic flow shall be furnished by the Contractor and shall be removed when no longer needed. The location and required amount of space for the storage/staging area shall be mutually agreed upon by the Contractor and facility representatives prior to commencement of Work or delivery of materials. At the end of each days work, debris shall be placed in a suitable container and periodically removed from the site when the container is full. At the completion of the Work, the Contractor shall immediately remove all equipment, temporary erections, leftover materials and debris from his operation from the premises leaving the work area in "broom-clean" condition. All asphaltic material spills shall be removed throughout the facility. Repair any damage to existing or better than existing condition to satisfaction of the Owner.

1.27 RIGHT TO TERMINATE THE WORK:

If the Contractor fails to prosecute the Work promptly or properly or breaches or fails to perform any obligation under the Agreement, the Owner, after seven days written notice to the Contractor, and to its surety, if any, may, without prejudice to any other right or remedy it may have, terminate the Agreement and take possession of and finish the Work by such means as it sees fit, and if the unpaid balance of the compensation due the Contractor exceeds the expense of finishing the Work and damages suffered by the Owner, such excess shall be paid to the Contractor following final completion of the Work, but if such Work exceeds the unpaid balance due the Contractor, the Contractor shall immediately pay the difference to the Owner.

1.28 OWNERS SUBCONTRACTORS:

During the course of the work it may become necessary for the Owner to subcontract additional work in connection with the Project. In such event, and upon written notice of the existence of such other agreements, the Contractor shall coordinate as necessary and reasonable, his work to provide opportunities for the Owners subcontractor(s) to complete their work. The Contractor shall freely exchange drawings or other information, and shall review, integrate and coordinate, upon request, the work of such other contractors with its own.

1.29 TEMPORARY TOILET FACILITIES:

The Contractor shall be responsible for furnishing portable toilets for his personnel at the construction site. If such service is unavailable or not permissible by local codes or the Owner's landlord, arrangements may be made for the Contractor's personnel to utilize one existing toilet room in the referenced facility, designated at the pre-job meeting. If such approval is given, the Contractor shall be responsible to maintain the toilet room in a sanitary condition during the time of construction and to thoroughly clean the room after completion of the Work. Any damage to the facility shall be repaired at the Contractor's expense.

1.30 COORDINATION WITH FACILITY SECURITY:

In no instance shall the Contractor or any of his sub-contractors perform any Work on the project except during regular working hours without, in each instance, notifying the Owner in order that the Owner's representative may be present to observe the Work and to coordinate security requirements. This shall not be interpreted as a measure to prevent the Contractor from working overtime under any circumstances, but merely to insure that the Owner may have the opportunity to have a representative present to assist the Contractor as may be required to interpret the Contract Documents, plans and specifications and to coordinate for security and disarming of alarm systems.

1.31 ROOF TOP MECHANICAL/HVAC EQUIPMENT:

The roofing contractor shall not make connections or disconnects in electrical or mechanical equipment unless specifically authorized by the Owner in writing or as specified herein. Connects/disconnects shall be made by personnel currently licensed by the local government having jurisdiction over the Work. Notify the Owner or its representative should such activities become necessary and perform the work to insure minimum disruption of interior operations.

1.32 APPLICATIONS FOR PAYMENT:

All pay requests must be made on AIA documents G702 and G703.

Based upon the application for payment submitted to the Owner by the Contractor, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the TWENTYFIFTH (25th) day of the month as follows:

For ninety (90%) percent of the value of the Work installed by the Contractor and accepted by the Owner.

Completed roof areas will be paid in full for their percentage contract cost, per the Form of Proposal, including the ten percent (10%) retainage with the final inspection complete and the project accepted by the owner's representative.

The Owner will pay for materials stored on the site only if agreed to prior to shipment of the materials. Otherwise, payment will be made for materials in-place and work complete as verified by observation reports and the roof observer.

No requests for payment will be processed without appropriate Waivers of Lien attached to the payment request. Lien Waiver form on AIA document is acceptable and preferred. All pay requests must be signed by the project manager at Nelson Hall & Associates prior to payment by Union County.

Request for final payment must be accompanied by the warranty, letter from the Contractor stating that all punch list items have been completed, asbestos free certification and lien waivers from the Contractor and material suppliers.

1.33 TITLE OF WORK:

The Contractor shall guarantee that title to all Work governed by this Contract and any equipment or materials installed in place on the facility will have passed to the Owner prior to making application for payment free of all liens, claims, security interests and/or encumbrances, and that no Work, materials or equipment installed in place will have been acquired by the Contractor or by any other person performing the Work or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or any other person.

1.34 GUARANTEES:

The Contractor shall guarantee all work governed by these Specifications for a period of two (2) years from the date of final acceptance of the Work by the Owner.

Alternate pricing shall be submitted for Manufacturers warranties.

A Manufacturers No Dollar Limit (NDL) Warranty for a period of twenty (20) years shall be paid for by the Contractor as part of the base bid and delivered to the Owner at the completion of the Project.

When work is performed by sub-contractors and where guarantees are required, the Contractor shall secure the required guarantees from said sub-contractors on their letterhead or standard trade guarantee form. Guarantees/warranties from sub-contractors shall be countersigned by the Contractor addressed to and in favor of the Owner.

All required guarantees/warranties shall be submitted to the Owner prior to final payment of the Project.

1.35 COORDINATION WITH FACILITY OPERATIONS:

The building will remain occupied during the time of construction. The Contractor is responsible for taking all necessary precautions to protect the building, its contents and occupants from damage and/or injury during the roofing operation. Dirt and dust must be kept to a minimum. Coordinate work areas with the Owner or it's representative so that inside operations can be coordinated with roofing work.

If it becomes necessary to reach a proper stopping place in any portion of the Work, or to complete the Work within the contract time limit, the Contractor shall work his forces and the forces of his sub-contractors overtime without addition to the Contract Price. The Contractor shall insure that installation of any Work under any sub-contract does not interfere with or delay progress of his own Work.

In the event of any labor dispute in connection with the Work governed by this Contract, the Contractor shall use his best efforts to promptly adjust and settle disputes in order to avoid unnecessary delays in the Work.

Set-up areas shall be kept clean and uncluttered by debris, loose gravel and materials packaging scraps. At the end of each workday, all debris scattered over the Owner's premises or adjacent areas shall be picked up and disposed of in appropriate containers. All debris and removed roofing materials shall be removed from the site in a manner to minimize accumulation. The Contractor shall be responsible for erecting and maintaining appropriate barricades around set-up and storage areas to channel foot and auto traffic away from or around work areas and for compliance with all requirements of the Occupational Safety and Health Act (OSHA) governing work under this contract. The Contractor shall be responsible for removal of bitumen accumulations on automobiles parked around the work area. The Contractor shall be responsible for any damage to grounds, landscaping and hardstand surfaces. In the event of any damage, the property shall be restored to a condition equal to that at the start of operations. The entire roof surface shall be free from debris, scraps and any aggregate accumulations prior to closing out the job.

Ladders shall be removed from the site at the end of each workday to eliminate unauthorized access to roof areas.

1.36 EXISTING STRUCTURAL CONDITIONS:

The contractor and the Owner's representative shall check all surfaces over which roofing materials are to be installed. Application of materials constitutes acknowledgement that the substrate is satisfactory for installation of the roofing system. Do not proceed with roofing work until all vents, drains, curbs, cants, blocking/nailers, and projections have been installed. Repair or replace any and/or all deck, which is damaged or deteriorated with like materials prior to application of the new roofing system. Clean all deck surfaces, allow to dry, and apply protective coatings as specified and/or required to prevent further deterioration. Do not install roof insulation until all wood insulation stops/nailers have been replaced or installed as required.

2 SCOPE OF WORK:

2.1 ROOF AREA .09

The existing roof assembly at consists of:

DECK: Concrete Deck	DECK: Metal Deck w/Gypsum Board
VAPOR RETARDER: N/A	VAPOR RETARDER: N/A
INSULATION: 1 1/2" & 2 1/4" Isocyanurate	INSULATION: 1 1/2" & 2 1/4" Isocyanurate
ROOF MEMBRANE: EPDM	ROOF MEMBRANE: EPDM
SURFACING: Ballasted	SURFACING: Ballasted

The manufacturers specifications listed below are to be used in addition to the specifications and drawings contained herein. Where a discrepancy exists between these Contract Documents and the Manufacturer's Requirements, the Contractor shall inform the Owner and the necessary changes shall be approved in writing prior to installation of materials. The Contractor shall arrange for inspections by the material manufacturer's representative at the preconstruction meeting, mid-project, and final inspection.

ROOF ASSEMBLIES SHALL BE UL CLASS A RATED OR FM CLASS 1

SIPLAST
TAMKO
GAF
FIRESTONE

Ballast and EPDM shall be removed.

On the metal deck portions the existing 1 1/2" isocyanurate shall be mechanically attached to the metal deck to withstand 90 PSF wind uplift resistance as tested by FM Global or UL.

Reinstall the existing 2 1/4" isocyanurate in plastic foam insulation adhesive, staggering joints (12" min).

Some tapered isocyanurate insulation will be required to transition between the concrete and metal deck systems.

On the concrete deck portions the existing 1 1/2" isocyanurate insulation shall be attached to the deck in foam adhesive.

Reinstall the existing 2 1/4" isocyanurate in plastic foam insulation adhesive, staggering joints (12" min).

NOTE: On concrete portions of deck there is above deck conduit.

Install new layer of 1" isocyanurate in plastic foam adhesive.

Install new tapered isocyanurate saddles and crickets. Saddle and crickets shall be constructed with **one-half inch (1/2")** per twelve inches (12") slope. Saddles and crickets shall be installed per detail drawings. Saddles and crickets shall be installed to insure positive drain flow to the drains.

Install 1/4" silicone impregnated, fiberglass reinforced gypsum cover board in insulation adhesive.

NOTE: Supplemental layers of insulation, installed over the base layer, including saddle and crickets, will be adhered insulation adhesive as required by manufacturer. (See Materials section).

Install one (1) modified bituminous base ply sheet adhered in a solid one and one-fourth gallon (1-1/4) per one hundred (100) square feet nominal application of modified bitumen adhesive.

Install one (1) modified bituminous surface ply sheet adhered in a solid one and one-fourth gallon (1-1/4) per one hundred (100) feet nominal application of modified bitumen adhesive. All laps shall be heat welded with a hot air welder.

Replace all flashings as specified herein and as shown in the detail drawings.

Replace all accessory metal as indicated in the detail drawings.

Install wood blocking and nailers to insure a minimum eight inches (8") vertical flashing height at all curbs and penetrations.

Install walk pads as shown.

NOTE: Roof system construction shall be per manufacturer acceptance to meet warranty requirements of twenty (20) years (NDL) for the project.

All required guarantees/warranties shall be submitted to the Owner prior to final payment of the project.

2.2 ROOF AREA .10

The existing roof assembly at consists of:

DECK: Concrete Deck

DECK: Metal Deck w/gypsum board

VAPOR RETARDER: N/A

VAPOR RETARDER: N/A

INSULATION: 1 1/2" & 2 1/4" Isocyanurate

INSULATION: 2 1/4" Iso & Tapered EPS

ROOF MEMBRANE: EPDM

ROOF MEMBRANE: EPDM

SURFACING: Ballasted

SURFACING: Ballasted

The manufacturers specifications listed below are to be used in addition to the specifications and drawings contained herein. Where a discrepancy exists between these Contract Documents and the Manufacturer's Requirements, the Contractor shall inform the Owner and the necessary changes shall be approved in writing prior to installation of materials. The Contractor shall arrange for inspections by the material manufacturer's representative at the preconstruction meeting, mid-project, and final inspection.

ROOF ASSEMBLIES SHALL BE UL CLASS A RATED OR FM CLASS 1

SIPLAST
TAMKO
GAF
FIRESTONE

Ballast and EPDM shall be removed.

On the metal deck portions the existing 2 1/4" isocyanurate shall be mechanically attached to the metal deck to withstand 90 PSF wind uplift resistance as tested by FM Global or UL.

Some tapered isocyanurate insulation will be required to transition between the concrete and metal deck systems.

On the concrete deck portions the existing 1 1/2" isocyanurate insulation shall be attached to the deck in foam adhesive.

Reinstall the existing 2 1/4" isocyanurate in plastic foam insulation adhesive, staggering joints (12" min).

NOTE: On concrete portions of deck there is above deck conduit.

Install new layer of 1" isocyanurate in plastic foam adhesive.

Install new tapered isocyanurate saddles and crickets. Saddle and crickets shall be constructed with **one-half inch (1/2")** per twelve inches (12") slope. Saddles and crickets shall be installed per detail drawings. Saddles and crickets shall be installed to insure positive drain flow to the drains.

Install 1/4" silicone impregnated, fiberglass reinforced gypsum cover board in insulation adhesive.

NOTE: Supplemental layers of insulation, installed over the base layer, including saddle and crickets, will be adhered insulation adhesive as required by manufacturer. (See Materials section).

Install one (1) modified bituminous base ply sheet adhered in a solid one and one-fourth gallon (1-1/4) per one hundred (100) square feet nominal application of modified bitumen adhesive.

Install one (1) modified bituminous surface ply sheet adhered in a solid one and one-fourth gallon (1-1/4) per one hundred (100) feet nominal application of modified bitumen adhesive. All laps shall be heat welded with a hot air welder.

Replace all flashings as specified herein and as shown in the detail drawings.

Replace all accessory metal as indicated in the detail drawings.

Install wood blocking and nailers to insure a minimum eight inches (8") vertical flashing height at all curbs and penetrations.

Install walk pads as shown.

NOTE: Roof system construction shall be per manufacturer acceptance to meet warranty requirements of twenty (20) years (NDL) for the project.

All required guarantees/warranties shall be submitted to the Owner prior to final payment of the project.

2.3 ROOF AREA .11

The existing roof assembly at consists of:

DECK: Metal Deck with 5/8" Gypsum Board

VAPOR RETARDER: N/A

INSULATION: 2 1/4" Isocyanurate

ROOF MEMBRANE: EPDM

SURFACING: Ballasted

The manufacturers specifications listed below are to be used in addition to the specifications and drawings contained herein. Where a discrepancy exists between these Contract Documents and the Manufacturer's Requirements, the Contractor shall inform the Owner and the necessary changes shall be approved in writing prior to installation of materials. The Contractor shall arrange for inspections by the material manufacturer's representative at the preconstruction meeting, mid-project, and final inspection.

ROOF ASSEMBLIES SHALL BE UL CLASS A RATED OR FM CLASS 1

SIPLAST
TAMKO
GAF
FIRESTONE

Ballast and EPDM shall be removed. The existing 2 1/4" isocyanurate shall be mechanically attached to the metal deck to withstand 90 PSF wind uplift resistance as tested by FM Global or UL.

Install new layer of 1" isocyanurate in plastic foam adhesive.

Install new tapered isocyanurate saddles and crickets. Saddle and crickets shall be constructed with **one-half inch (1/2")** per twelve inches (12") slope. Saddles and crickets shall be installed per detail drawings. Saddles and crickets shall be installed to insure positive drain flow to the drains.

Install 1/4" silicone impregnated, fiberglass reinforced gypsum cover board in insulation adhesive.

NOTE: Supplemental layers of insulation, installed over the base layer, including saddle and crickets, will be adhered insulation adhesive as required by manufacturer. (See Materials section).

Install one (1) modified bituminous base ply sheet adhered in a solid one and one-fourth gallon (1-1/4) per one hundred (100) square feet nominal application of modified bitumen adhesive.

Install one (1) modified bituminous surface ply sheet adhered in a solid one and one-fourth gallon (1-1/4) per one hundred (100) feet nominal application of modified bitumen adhesive. All laps shall be heat welded with a hot air welder.

Replace all flashings as specified herein and as shown in the detail drawings.

Replace all accessory metal as indicated in the detail drawings.

Install wood blocking and nailers to insure a minimum eight inches (8") vertical flashing height at all curbs and penetrations.

Install walk pads as shown.

NOTE: Roof system construction shall be per manufacturer acceptance to meet warranty requirements of twenty (20) years (NDL) for the project.

All required guarantees/warranties shall be submitted to the Owner prior to final payment of the project.

2.4 ROOF AREA .12

The existing roof assembly at consists of:

DECK: Metal Deck with 5/8" Gypsum Board

VAPOR RETARDER: N/A

INSULATION: 2 1/4" Isocyanurate - Tapered Expanded Polystyrene

ROOF MEMBRANE: EPDM

SURFACING: Ballasted

The manufacturers specifications listed below are to be used in addition to the specifications and drawings contained herein. Where a discrepancy exists between these Contract Documents and the

Manufacturer's Requirements, the Contractor shall inform the Owner and the necessary changes shall be approved in writing prior to installation of materials. The Contractor shall arrange for inspections by the material manufacturer's representative at the preconstruction meeting, mid-project, and final inspection.

ROOF ASSEMBLIES SHALL BE UL CLASS A RATED OR FM CLASS 1

SIPLAST
TAMKO
GAF
FIRESTONE

Ballast, EPDM and expanded Polystyrene shall be removed. The existing 2 1/4" isocyanurate shall be mechanically attached to the metal deck to withstand 90 PSF wind uplift resistance as tested by FM Global or UL.

Install a layer of 1/4" per foot of tapered isocyanurate as shown on drawings. Adhere in plastic foam insulation adhesive, staggering joints (12" min).

Install new tapered isocyanurate saddles and crickets. Saddle and crickets shall be constructed with **one-half inch (1/2")** per twelve inches (12") slope. Saddles and crickets shall be installed per detail drawings. Saddles and crickets shall be installed to insure positive drain flow to the drains.

Install 1/4" silicone impregnated, fiberglass reinforced gypsum cover board in insulation adhesive.

NOTE: Supplemental layers of insulation, installed over the base layer, including saddle and crickets, will be adhered insulation adhesive as required by manufacturer. (See Materials section).

Install one (1) modified bituminous base ply sheet adhered in a solid one and one-fourth gallon (1-1/4) per one hundred (100) square feet nominal application of modified bitumen adhesive.

Install one (1) modified bituminous surface ply sheet adhered in a solid one and one-fourth gallon (1-1/4) per one hundred (100) feet nominal application of modified bitumen adhesive. All laps shall be heat welded with a hot air welder.

Replace all flashings as specified herein and as shown in the detail drawings.

Replace all accessory metal as indicated in the detail drawings.

Install wood blocking and nailers to insure a minimum eight inches (8") vertical flashing height at all curbs and penetrations.

Install walk pads as shown.

NOTE: Roof system construction shall be per manufacturer acceptance to meet warranty requirements of twenty (20) years (NDL) for the project.

All required guarantees/warranties shall be submitted to the Owner prior to final payment of the project.

2.5 ROOF AREA .06 - ALTERNATE #1

The existing roof assembly at consists of:

DECK: Metal Deck with 5/8" Gypsum Board

VAPOR RETARDER: N/A

INSULATION: 2 1/4" Isocyanurate

ROOF MEMBRANE: EPDM

SURFACING: Ballasted

The manufacturers specifications listed below are to be used in addition to the specifications and drawings contained herein. Where a discrepancy exists between these Contract Documents and the Manufacturer's Requirements, the Contractor shall inform the Owner and the necessary changes shall be approved in writing prior to installation of materials. The Contractor shall arrange for inspections by the material manufacturer's representative at the preconstruction meeting, mid-project, and final inspection.

ROOF ASSEMBLIES SHALL BE UL CLASS A RATED OR FM CLASS 1

SIPLAST
TAMKO
GAF
FIRESTONE

Ballast and EPDM shall be removed. The existing 2 1/4" isocyanurate shall be mechanically attached to the metal deck to withstand 90 PSF wind uplift resistance as tested by FM Global or UL.

Install new layer of 1" isocyanurate in plastic foam adhesive.

Install new tapered isocyanurate saddles and crickets. Saddle and crickets shall be constructed with **one-half inch (1/2")** per twelve inches (12") slope. Saddles and crickets shall be installed per detail drawings. Saddles and crickets shall be installed to insure positive drain flow to the drains.

Install 1/4" silicone impregnated, fiberglass reinforced gypsum cover board in insulation adhesive.

NOTE: Supplemental layers of insulation, installed over the base layer, including saddle and crickets, will be adhered insulation adhesive as required by manufacturer. (See Materials section).

Install one (1) modified bituminous base ply sheet adhered in a solid one and one-fourth gallon (1-1/4) per one hundred (100) square feet nominal application of modified bitumen adhesive.

Install one (1) modified bituminous surface ply sheet adhered in a solid one and one-fourth gallon (1-1/4) per one hundred (100) feet nominal application of modified bitumen adhesive. All laps shall be heat welded with a hot air welder.

Replace all flashings as specified herein and as shown in the detail drawings.

Replace all accessory metal as indicated in the detail drawings.

Install wood blocking and nailers to insure a minimum eight inches (8") vertical flashing height at all curbs and penetrations.

Install walk pads as shown.

NOTE: Roof system construction shall be per manufacturer acceptance to meet warranty requirements of twenty (20) years (NDL) for the project.

All required guarantees/warranties shall be submitted to the Owner prior to final payment of the project.

2.6 ALTERNATE #2 - LADDER INSTALLATION

Install ladders as shown on Detail Drawing WP01

3 MATERIALS:

3.1 PRODUCT DELIVERY, STORAGE & HANDLING:

Materials shall be delivered to the job site dry and undamaged. Materials shall be stored in van trailers and/or completely covered with waterproof tarpaulin coverings (lightweight tarpaulins will be acceptable when properly secured). Vinyl or polyethylene sheets or insulation shipping wrappers are not suitable covering and material so stored will be marked, rejected and removed from the site. Materials shall remain on the original shipping pallets or placed on raised platforms to keep them off the ground or storage surface. All rolled goods shall be stored on pallets or raised platforms ON END and not laid flat on the storage surface. Damaged or “flattened” rolls will be rejected and removed from the job site. Materials shall be brought to the roof as needed for a days' application.

Upon approval of the Owner or the Owners Representative minimal quantities of unused materials may be stored on the roof provided they are placed on pallets or raised platforms and covered with tightly secured tarpaulins. Caution shall be exercised to insure that the structure is not overloaded by concentrated accumulations of material.

Materials to be installed shall conform to applicable ASTM standards as specified. Certificates of compliance may be required from each respective material manufacturer at the discretion of the Owner. Certification shall be provided for all bitumen—bulk or packaged—delivered to the construction site. All materials to be installed shall be delivered to the job site bearing product labels of their manufacturer.

3.2 SUBSTITUTION OF MATERIALS:

Substitutions of the materials listed herein are prohibited unless approved IN WRITING by the Owner or the Owners Representative. Requests for substitution shall clearly describe the material, product or equipment for which approval is requested and shall be accompanied by the manufacturers literature, specifications, drawings, performance criteria and/or other information necessary to completely describe the items to establish their acceptability.

The approval of the Owner is required prior to inclusion of any substitute material(s) in the Bid or the Work. If the Bidder includes unapproved materials in the Bid, it will be assumed that the specified materials were included and must be installed. If a less expensive material is approved and used for the Work after a bid has been submitted, the Bidder shall issue an appropriate credit to the Owner. The Owner's approval will be required even though “or equal” or synonymous terms are used in the Bid Documents.

SUBSTITUTIONS AND COST DIFFERENCE MUST BE SUBMITTED WITH THE PROPOSAL ON A SEPARATE SHEET WITH JUSTIFICATION FOR THE SUBSTITUTION.

The approval or rejection of a proposed substitution is vested in the Owner whose decision shall be final and binding. The determination may or may not explain the reason for the decision. Substitutions will be approved by Addendum to the Project Documents.

3.3 STAGING AREAS, STORAGE OF MATERIAL AND CLEAN-UP:

Storage of materials, trucking, asphalt kettles/tankers, hoists, trash chute, rubbish container and/or other materials and material handling equipment necessary for completion of the Work shall be located so as to cause minimal disruption to traffic flow to the facility and normal operations. Any

such storage of equipment and/or materials shall utilize only the minimum space for such storage and in no way block entrances or impede vehicular or pedestrian traffic. All barricades and signs required to redirect present traffic flow shall be furnished by the Contractor and shall be removed when no longer needed. The location and required amount of space for the storage/staging area shall be mutually agreed upon by the Contractor and facility representatives prior to commencement of Work or delivery of materials. At the end of each days work, debris shall be placed in a suitable container and periodically removed from the site when the container is full. At the completion of the Work, the Contractor shall immediately remove all equipment, temporary erections, leftover materials and debris from his operation from the premises leaving the work area in "broom-clean" condition. All asphalt spills shall be removed from walls, sidewalks and hardstand areas after completion of the Work. Repair any damage to existing or better than existing condition to satisfaction of the Owner.

A Manufacturers No Dollar Limit (NDL) Warranty for all components for a period of twenty (20) years shall be paid for by the Contractor as part of the base bid and delivered to the Owner at the completion of the Project.

3.4 ROOF INSULATION:

3.4.1 NVS LIGHTWEIGHT INSULATING SYSTEM

Siplast

Vermiculite Inc.

Strong Products

NVS insulation system with average R-Value of 20

3.4.2 Roof Insulation Type/Dimensions:

GAF approved isocyanurate insulation with approved overlay

SIPLAST approved isocyanurate insulation with approved overlay

FIRESTONE approved isocyanurate insulation with approved overlay

TAMKO approved isocyanurate insulation with approved overlay

Roof Insulation System shall have an average R-Value of 20.

One-half inch (1/2") High Density Wood Fiber shall be accepted as overlay per manufacturer's acceptance.

3.5 TEMPORARY ROOF MEMBRANE

The temporary roof membrane shall be constructed with two plies of type IV felt in hot asphalt by the manufacturers listed herein.

3.6 VENTING BASE SHEET

GAF - Stratovent

Tamko – Vapor Chan

Siplast – Parabase FS

3.7 MODIFIED BITUMINOUS BASE PLY:

- SIPLAST - Paradiene 20
- TAMKO - Versa Smooth
- FIRESTONE - SBS Premium FR
- GAF – Ruberoid Mop Smooth

3.8 MODIFIED BITUMINOUS SURFACE MEMBRANE:

- Modified bituminous membrane surface ply shall meet ASTM D 5147.
- SIPLAST - Paradiene 30 FR
 - TAMKO - Awaplan 250 FR
 - FIRESTONE – SBS Premium FR
 - GAF – Ruberoid Mop 250 FR

3.9 MODIFIED BITUMINOUS FLASHING MATERIALS:

- Modified bituminous membrane flashing ply shall meet ASTM D 5147.
- SIPLAST - Paradiene 40
 - TAMKO - Awaplan Premium FR
 - FIRESTONE – Multi-purpose MB Flashing Cement
 - GAF – Ruberoid Mop 250 FR

3.10 WATERPROOFING MEMBRANE:

3.10.1 Product Description:

Self adhering waterproofing membranes by the following manufacturers:

- GAF
- FIRESTONE
- SIPLAST
- TAMKO

Waterproofing membranes that are exposed shall be constructed of mineral granule surfaced flashing material as specified herein or be constructed with a fully adhered reinforced single ply membrane.

3.11 INSULATION ADHESIVE:

- Insta-Stik Adhesive

3.12 MODIFIED BITUMINOUS MEMBRANE ADHESIVE:

3.12.1 ASTM D-3019 Type III:

The following manufacturers adhesives shall be used on this project.

GAF

COLD PROCESS ADHESIVE

SIPLAST*

PA-311

TAMKO

M-3 adhesive

RUBERIOD

FM Adhesive

*NOTE: Siplast PA 1021 may be substituted for PA-311 when using with the Parafor 50 LT flashing material.

3.13 MECHANICAL FASTENERS:

3.13.1 Capped Nails:

Simplex Large (round) Head Felt Nails, 1" or 1-1/2"

3.13.2 Masonry Nails:

Simplex Hardened Masonry Nails, 1" or 1-1/2"

3.13.3 Expansion Fasteners:

Hilti Metal Hit-Anchor (lead base), 1/4" X 1-1/4" minimum, longer fasteners may be required for some applications. Approval from the site will be required in writing.

3.13.4 Threaded Fasteners:

TapCon screw fasteners of appropriate length.

Olympic XHD

3.14 ASPHALT PRIMER:

Asphalt Primer, ASTM D-41:

Siplast: PA-1125

Tamko: Tam Pro Asphalt Primer

3.15 ASPHALT ROOF CEMENT:

Plastic Roofing Cement, ASTM D-4586

Siplast: PA-1021, PA-828

Tamko: Tam Pro Plastic Roofing Cement

3.16 WALKWAY MATERIAL:

Siplast: Paratread

Tamko: Awaplan Premium

Walkway will be distinguished from the roof membrane by color.

3.17 CANT STRIP:

Cant strips shall be fabricated from wood fiber or perlite insulation and shall comply with ASTM Specification C-208. Cant shall be cut to fit at 45 degrees. Cant strip will be a maximum of four inches (4").

3.18 TAPERED EDGE STRIPS:

Tapered edge strips shall be fabricated from wood fiber or perlite insulation material complying with ASTM Specification C--208 cut to taper from 0" to 1-1/2" in the 12" or 18" dimension.

3.19 DRAINS:

Jonespec Roof Drain, RD-2150

3.20 CAULK/SEALANTS:

NP 1 by Sonneborne

Pourable Sealer, two-part, by Carlisle

-Sure Seal, Part A

-Sure Seal, Part B

Masonry Sealer by Hydrozo

Thoroshield by ChemRex

Chemtreet by DeGussa

3.21 JOINT BACKING:

Joint backing, round polyethylene, of sufficient diameter to compress 25% in open joints

3.22 PAINT FOR METAL SURFACES:

Topcoat MP-300

Sherwin Williams Rust Inhibiting Paint

4 APPLICATION OF MATERIALS:

4.1 PREPARATION OF THE DECK – CONCRETE:

The existing roof assembly shall be removed to the deck, including base flashings, cant strips and all other material specified for replacement herein. Deteriorated wood blocking shall be replaced as it is discovered at the Unit Price given in the Form of Proposal.

All debris shall be removed from the deck surface prior to application of the new roof assembly. Removal and disposal of unused/removed material is the responsibility of the Contractor.

Prior to application of the new roof assembly, the contractor shall inspect the deck. Installation of materials over the deck constitutes acceptance of the substrate by the contractor. All unused roof openings shall be closed and unused penetrations removed from the roof/deck prior to installation of the new roofing assembly.

Prior to removal/repair of any decking material, the Contractor shall inspect the underside of the affected area to determine if anything is attached to the underside of the deck and to determine if the removal of the affected deck will affect the underlying construction.

In areas where equipment/penetrations are removed or the deck is deteriorated, the Contractor shall replace the deck assembly by mechanically affixing a layer of 3/4" APA graded exterior grade plywood over the opening. Spans over twenty four inches shall be supported by treated 2X4 wood purlins screwed to the plywood replacement panel.

Openings less than 12 inches in diameter may be closed by 18 gage galvanized sheet mechanically attached to the deck surface with appropriate fasteners. The closure shall bear a minimum of four inches on the deck surface in all directions.

Deck openings with spans greater than 36" without existing supports shall be retrofitted with appropriate steel framing mechanically affixed to insure that no span is greater than 36". The wood purlins and steel supports shall be installed in such a manner that the new deck section shall be as rigid as the existing, surrounding area. Recommendations on large areas of deck replacement may require the services of a structural engineer at the discretion and expense of the Owner.

4.2 TAPING DECK JOINTS AND SEALING PENETRATIONS:

Prior to the installation of the temporary roof membrane, all openings in the deck shall be sealed with fiberglass felt set in asphalt mastic or by heat welding a modified bituminous strip over the affected areas. The stripping ply shall lap a minimum of four inches onto either side of the opening to prevent bitumen drippage to the interior.

4.3 UNUSED ROOF PENETRATIONS/CURBS:

All unused roof penetrations/curbs shall be removed from the roof/deck and the deck reinstalled in accordance with the specifications prior to installation of the new roofing assembly. When it is not possible or impractical to remove the curb, the curbs shall be closed with plywood and covered with an insulated metal closure.

The interior surface of the replacement materials shall be finished as necessary to match the existing, adjacent surfaces.

4.4 FACTORY MUTUAL CLASSIFICATION:

The roofing assembly shall be constructed to provide a Factory Mutual System approved roof assembly for FM Wind Classification I-75.

4.5 CONTRACTOR SUBMITTALS:

The Contractor shall submit manufacturers literature on venting base sheet and fasteners to be used on the project. The submittal information shall include the type and number of fasteners for the venting base sheet to be installed, and the quantity of fasteners to be used at perimeters, corners and the field of the roof wherever mechanical securement of roof insulation is required by the specifications.

4.6 NON-DESTRUCTIVE TESTING:

The Owner reserves the right to perform non-destructive evaluation of the in-place roofing assembly to determine whether or not the newly installed roofing assembly has been affected by moisture infiltration. Testing shall be at the Owner's expense.

4.7 INSTALLATION OF THE TEMPORARY BUILT-UP ROOF MEMBRANE:

The temporary roof membrane shall be constructed of a base ply of modified bitumen installed in cold adhesive or heat welded to the concrete deck. The perimeters and penetrations shall be extended above the anticipated elevation of the new lightweight concrete insulation system.

The lightweight roof deck will require a mechanically attached base sheet prior to the installation of the modified base ply.

4.8 TEMPORARY WATER CUTOFFS/TIE-INS:

The installation and composition of tie-ins/cut-offs shall be the sole responsibility of the Contractor. The new Work shall be protected from moisture infiltration at the end of each days work; and the tie-ins shall be sufficient to maintain the facility in a watertight condition until such time as Work resumes and the tie-ins are removed to allow continuation of the roofing system.

The following alternatives may be incorporated depending on the existing conditions:

Water cut-offs and tie-ins to the existing roofing system shall be made using No. 15 organic felt reinforcing material. Half-width (18" wide) rolls shall be used to close off newly installed roofing membrane at the end of each days' work or prior to inclement weather. Cut-off/tie-in material shall be adhered to the completed new roofing membrane and to the adjacent roof surface, vapor retarder or deck surface. If existing roof insulation in adjacent areas is saturated, a section of existing roofing system shall be removed approximately 18" wide between the newly installed roofing assembly and the existing roofing assembly. Newly installed roofing membrane shall be sealed against water entry from adjacent existing roof areas by adhering the cut-off material to the deck or vapor retarder surface. Another cut-off strip shall be installed by adhering the felt to the existing roofing membrane surface and to the deck or vapor retarder surface in the area of removed roof. Seal the removed area as required to provide a watertight membrane and glaze coat all exposed cut-off material with asphalt. When tie-ins are made to adjacent aggregate surfaced roofing membranes, the aggregate surfacing shall be removed a minimum of 12" to provide a satisfactory surface for tie-in materials. When the old roof is too deteriorated to effectively remove the aggregate surfacing, the existing roof surface shall be poured with hot asphalt a distance of approximately 24" from the removed edge until the existing roof surface is level and the surfacing

aggregate is solidly covered with asphalt. Tie-in material shall then be solidly bonded to the leveled asphalt surface.

Remove tie-in/cut-off material prior to commencing application of the roofing materials the next working day so that adjacent roofing membrane may be properly applied to the existing roofing membrane from the previous days work.

4.9 INSTALLATION OF NVS INSULATION SYSTEM:

When air temperatures are above 40 degrees F, during the time of the pour and the first 24 hours after placement, normal application procedures shall be used. When temperatures between 32 and 40 degrees F are expected during this time period, warm water is recommended. Water mix temperature should not exceed 90 degrees F at point of application. Do not install the lightweight insulating system when temperatures are expected to fall below 32 degrees F during the first 24 hours.

Lightweight Insulating Concrete will be installed at a one eighth inch (1/8") minimum pour over the temporary roof membrane. Install expanded polystyrene (EPS) roof insulation in concrete pour. EPS must be installed within thirty minutes of concrete application. EPS insulation will be constructed with holes/slots. Fill all holes/slots with concrete. Pour shall be a minimum thickness of one inch (1") concrete over the top of the EPS boards at all locations. The top pouring of insulating concrete will be installed within four (4) hours after the installation of the EPS insulation boards.

All crickets and saddles shall be formed by using stepped insulation boards to form 1/4" per foot slope with minimum one inch concrete pour over the EPS in all locations.

The lightweight insulating concrete shall maintain an R-Value of 16. The minimum pour of lightweight concrete shall be acceptable per manufacturers recommendations. One way spun aluminum vents shall be installed every 1000 square feet or as required by the manufacturer.

4.10 INSTALLATION OF CANT STRIPS:

Install wood fiber cant strips as shown in the drawings and at all junctures where the deck intersects a vertical plane. Cant strips shall be back-dressed with insulation adhesive and set in place on top of the insulation. The insulation juncture at the vertical planes shall be sealed with a solid trowelling of plastic roofing cement prior to installation of the cant strip to minimize drippage to the interior of the facility at perimeters and penetrations.

4.11 INSTALLATION OF THE MODIFIED BITUMINOUS ROOF MEMBRANE:

The surface to receive the modified bituminous membrane shall be smooth and free of irregularities. When the roof membrane is installed over an insulation system, all joints shall be tightly butted together. Where tapered insulation systems are incorporated into the roof system, the transition areas shall provide a smooth continuous surface for the roof membrane.

All layers of roofing membranes shall be laid free of wrinkles, creases or fishmouths and shall be laid at right angles to the slope of the roof deck.

A venting base sheet shall be mechanically attached to the NVS insulation system in accordance with the Manufacturers Factory Mutual or Underwriters Laboratories tested system to meet the wind uplift requirements specified herein.

The base modified bituminous layer shall be installed, starting at the low perimeter in a nominal application of 1-1/4 gallons per 100 SQ FT of adhesive. The base sheet shall be completely bonded to the substrate and any loose areas shall be cut open, adhered in adhesive and a modified bituminous ply will be adhered over the affected area.

The top or surfacing ply shall be 100% adhered to the base layer in a nominal application of 1-1/4 gallons per 100 SQ FT of adhesive. The applicator shall maintain a solid puddle of adhesive in front of the roll during application so that the roll pushes the puddle and eliminates voids between the top and bottom ply. The laps may be made with a hot air welder or with cold adhesive per manufacturer recommendations.

The adhesive shall be applied in accordance with manufacturers recommendations. The application shall not exceed 1-1/2 gallons per one hundred square feet and not be less than 1 gallon per one hundred square feet. Excessive adhesive application may cause membrane blisters, or granule loss. Allow approximately 5 minutes for the solvent to flash off prior to setting the sheets in the adhesive.

Any voids between the membrane plies shall be cut open and readhered in adhesive. The affected area shall then be covered by one additional ply of the surfacing ply in adhesive. The "patched" area shall extend a minimum of four inches beyond any cuts made in the membrane during the repair procedure.

Care shall be taken to avoid adhesive spills and staining of the finished surface on the roof membrane. All asphalt spills, overruns at laps, etc. shall be treated by broadcasting mineral granules into adhesive in the affected area. Matching mineral granules shall be kept on the jobsite for this purpose. Large spills will require removal and installation of an additional surfacing ply.

Where it is necessary or practical to "strap"(run parallel to the slope) the membrane, written permission from the Owner or his representative is required prior to application.

Application at 50 degrees or less will inhibit drying time and may inhibit proper bonding.

Excessive foot traffic on recently applied systems may cause voids, poor bonding or premature system failure.

4.12 GENERAL REQUIREMENTS FOR BASE FLASHING INSTALLATION:

Membrane base flashings shall be constructed using Materials specified in the Materials Section of these specifications. Materials for each location will be indicated on the drawings. Where modified bituminous membrane flashing materials are specified, modified bituminous membrane flashing material shall be installed in general compliance with the manufacturers recommendations. Torch application of flashing materials will require the Owners approval prior to application.

All modified bituminous sheets for flashing shall be cut to fit into/around corners prior to application of heat or hot asphalt to minimize damage to the underlying membrane.

The adhesive material shall be applied to the back of the flashing sheet and onto vertical surfaces over which the flashing membrane is to be installed.

Flashing sheets shall be installed in roll width sections so that a selvage edge is available at sidelaps for bonding. Flashings shall be mechanically attached immediately after application. Membrane flashings shall be installed on completed roof areas at the end of each working day.

Daily tie-ins to existing membrane flashings shall be made with No. 15 asphalt saturated roofing felt set into plastic roofing cement.

The existing roof assembly shall be removed and replaced around penetrations/curbs to allow for completion of the new roofing membrane and flashing around the entire penetration each day.

Tops of all membrane base flashings shall be sealed with plastic roofing cement reinforced with woven glass fiber cloth immediately after installation of membrane base flashings and mechanical securement of the flashing membrane to the vertical surfaces. Top stripping shall cover the heads of mechanical fasteners and extend over the top edge of the flashing membrane a maximum 2".

4.13 MECHANICAL SECUREMENT OF MEMBRANE BASE FLASHINGS:

Base flashings shall be mechanically attached approximately one (1") inch below the top edge of the flashing sheet by one of the following methods.

WOOD:

Secure the tops of flashing using one (1") or one/one-half (1-1/2") inch large round-head Simplex nails installed nine (9") inches on center.

MASONRY:

Secure the tops of flashings using hardened round-head Simplex nails (1" or 1-1/2" as conditions dictate) installed at each vertical mortar joint.

METAL:

When equipment cannot be raised to facilitate installation of base flashings and/or membrane base flashings must be applied to surfaces of sheet metal curbs/closures, secure the tops of membrane flashings by installing a 20 gage X 1" wide termination bar along the top edge of the flashing, secured using No. 12 X 3/4" pan head sheet metal screws installed eight inches on center.

4.14 FLASHING AT VENTILATORS, MISCELLANEOUS CURBS:

When possible remove ventilator covers and/or closures from curbs to facilitate removal and installation of base flashings. Install wood blocking to the tops of curbs as shown in the drawings or as necessary to insure minimum eight (8") inch height of base flashing above the roof surface.

Resecure ventilator covers/closures immediately after completion of membrane base flashing using a minimum of two (2) No. 12 X 1" screw fasteners per side. Screws shall be installed through washers as required to assure securement. Fasteners and washers shall be of base metal compatible with the metal covers/closures.

When unit tops cannot be raised or removed, cut the existing metal closures at each corner to allow raising the vertical sections of the closures forming the existing metal counterflashing. Bend the vertical metal section up to allow installation of new membrane base flashings. After completion of new membrane base flashing, bend the metal flange uniformly down to cover tops of membrane base flashings. Trim the vertical metal flange to leave approximately 1-1/2" of the top vertical surface in place to form a receiver for new metal counterflashing. Install new metal counterflashing of the same base metal as the cover secured to the remaining vertical metal flange using No. 10 X 1/2" pan head sheet metal screws installed six (6") inches on center. Close or lap corners of new metal counterflashing to form a watertight closure around tops of membrane base flashings.

4.15 SURFACING OF ROOF MEMBRANE:

Prior to application of surfacing materials, all debris, excess roofing materials, asphalt accumulations and foreign material of any type shall be removed from the roof surface. All patches/repairs shall be complete prior to application of the surfacing material. Where asphalt accumulations exceed ¼” in depth and/or 4 square feet in size, two additional plies of felt shall be installed over the affected area in Type III asphalt. Asphalt shall be a minimum of 425 degrees for this type of repair.

The surface of the temporary roof membrane shall be coated with a solid mopping of hot Type IV steep asphalt at a rate of fifty (50) pounds per one hundred (100) square feet. The surfacing coating shall be uniform in thickness and free of lumps and irregularities. All debris embedded in the surface must be removed prior to final acceptance of the project.

4.16 WATERPROOFING MEMBRANES:

Waterproofing membranes shall be installed in the areas indicated on the roof plan and attached drawings. Modified bituminous membranes as specified in the materials section of the specifications shall be adhered to vertical surfaces in the roll width extended vertically up the vertical surfaces such that each joint is made on a selvage edge. Tops of the waterproofing membrane shall be mechanically attached as shown in the drawings using expansion fasteners or screws installed 12” on center.

Waterproofing membranes shall be installed under all metal coping, metal expansion joint covers, and under any metal closure, which is not or cannot be made to be inherently watertight. The membrane shall be lapped at the selvage edge a minimum of (3”) inches and laps made in strict accordance with the manufacturers recommendations to insure a positive seal between the membrane sections.

Exposed waterproofing membranes shall have mineral granule surfacing or unsurfaced materials must be protected by a coating approved by the membrane manufacturer. Modified bituminous waterproofing membranes shall be adhered by hot asphalt or the manufacturers recommended cold adhesive applied in such a manner that no voids occur between the substrate and the membrane. Fuse bonding of waterproofing membranes shall be permissible only when approved in writing by the Owner.

4.17 WOOD BLOCKING:

Wood blocking shall be installed in the areas indicated on the drawings as part of the base bid unless otherwise noted. Wood shall be installed as necessary to provide flush terminal points for roof insulation and tapered edge strips. New wood blocking shall also be installed at any other location where wood may be required for anchorage of accessory materials for the roofing system. Wood blocking necessary, but not shown in the drawings, shall be installed at the unit price provided in the Form of Proposal.

Wood blocking shown in the drawings shall be secured a minimum of eighteen (18) inches on center with fasteners of appropriate size and type. If the fasteners are not shown on the drawings, size and type will be agreed upon prior to installation and a written approval will become part of the project record.

5 METAL FLASHING AND ROOF ACCESSORIES:

5.1 GENERAL:

All metal flashings and accessories are to be replaced unless otherwise noted in the drawings or specifications or drawings. When existing metal is to be reused, the Contractor shall remove the material to be reused and store properly until reinstalled. If the metal is to be reused only in part, metal of the same type, thickness and configuration as the existing shall be used to fabricate the remaining metal sections.

Metal flashings and accessories shall not be face fastened unless specified and/or approved in writing prior to installation of fasteners through metal faces. If face fastening is stipulated, only screw or expansion type fasteners will be acceptable.

Any deviation from these specifications and drawings must be approved prior to installation. Shop drawings of alternate details shall be submitted to the Owner and approved or the materials installed shall be removed and replaced in accordance with the drawings/specifications at the discretion of the Owner.

Metal counterflashing, gravel stop and closures extending over or across expansion joints in the roof or walls shall be interrupted and metal closures installed to accommodate anticipated movement of structural sections.

Use fasteners of the same base metal as the accessory metal to be secured or when this is not possible, cover the exposed portion of the fastener with caulking material to eliminate galvanic response between the metals. Fasteners fabricated from compatible metals will be acceptable (stainless steel screws/bolts with aluminum, brass fasteners with copper).

All exposed edges of metal flashings and accessories shall be hemmed a minimum of 3/8". Exposed ends of metal flashings and accessories shall be closed by fabricating a watertight metal closure to cover the exposed end of metal components and mechanically attached to adjacent metal components.

Prior to installation of the metal flashing seal the area around the penetration with plastic roofing cement, one-part urethane foam or cement mortar. If the hole around the penetration is excessively large, cut and fit No. 15 asphalt saturated organic felt around the penetration prior to the application of sealant material.

5.2 COUNTERFLASHING:

The tops of all membrane base flashings not protected by waterproofing membranes or other closures shall be closed with metal counterflashing in accordance with the specifications and drawings. Metal counterflashing shall lap over tops of membrane base flashing a minimum of three (3") inches at all locations.

New metal counterflashing to be installed into existing or new reglets and shall be fabricated with a 1/2" wide hemmed metal flange to fit into the receiver, a 1-1/2" wide vertical securement flange and a spring-lock metal section to overlap tops of membrane flashings a minimum of three (3") inches. Counterflashing shall be secured by screw or expansion type fasteners installed through the securement flange spaced nine (9") inches on center. The reglet opening shall be caulked using caulking material specified herein.

Inside and outside corners of counterflashings shall be field fabricated with metal lapped a minimum of one (1") inch at the corner juncture secured by sealant and pop rivets installed one (1") inch on center with horizontal legs extending away from the corner a maximum of eighteen (18") inches.

Metal sections shall be lapped and interlocked three (3") inches with a bead of caulk applied at the center of the lap between metal sections at joints.

Configuration of metal counterflashing shall be "spring-lock" unless existing conditions prevent installation of metal of such configuration.

Surface mounted counterflashing shall be installed ONLY at locations indicated on drawings or as approved in writing prior to installation. Surface mounted counterflashing shall be installed only to flush, smooth surfaces at areas where the roof surface varies in elevation along perimeter walls.

Surface mounted counterflashing shall be fabricated in a spring lock configuration with a caulk receiver along the top edge a minimum of ½" wide, hemmed to eliminate raw metal edges and formed to allow a minimum ¼" bead of caulk between the outer edge of the metal receiver and the wall surface. The vertical securement flange shall be 1-1/2" wide with holes pre-punched nine (9") inches on center. Width shall be sufficient to allow installation/securement of the securement flange over the top of membrane flashings and to overlap tops of membrane flashings a minimum of three (3") inches.

Surface mounted counterflashing shall be installed with the vertical securement flange set over a solid ¼" diameter bead of polysulfide base caulk, secured with screw or expansion type fasteners installed through pre-punched holes. The top caulk receiver shall be immediately caulked so that the caulk provides a positive slope to the exterior face of the counterflashing.

5.3 METAL FLANGE FLASHING:

All metal flanges to be stripped to the roofing membrane shall be primed with asphalt primer and allowed to dry prior to application of stripping plies. Metal flanges shall be set on top of the completed roofing membrane in a continuous 1/8" thick application of asphalt flashing cement (ASTM D-2822 type II). Strip the flanges to the roof membrane using modified bituminous flashing materials. Stripping plies shall be set in one piece as much as possible. When stripping plies must be installed in two pieces, lap the modified bituminous membrane at a center overlap a minimum of three (3") inches. Stripping material shall extend onto the roof surface a minimum of four (4") inches.

Modified bituminous stripping shall be set in Type III SBS adhesive. Fuse bonding of modified bituminous stripping will be permissible only when approved in writing by the Owner.

5.4 METAL EDGE ASSEMBLIES:

Install metal edge assemblies in ten (10') feet lengths with a minimum number of pieces in each run. Inside and outside corners shall be field or shop fabricated with horizontal legs extending from corner junctures a maximum eighteen (18") inches. The horizontal flange on inside corners shall be filled with a fill section of metal to form a continuous three (3") inch wide stripping flange at the corner juncture area. Metal sections shall be "broken" at expansion joints and building control joints to allow for structural expansion/contraction without displacement of accessory metal. Perimeter metal edging shall be secured on the face side with a continuous metal cleat (hook strip) fabricated from metal at least one gage heavier than the accessory metal and in general compliance with recommendations for hook strips listed in Factory Mutual Loss Prevention Data

Bulletin 1-49. Intermittent cleats will be acceptable if existing conditions do not permit the use of continuous cleats. The decision will be made by the Owner's representative on the site.

Gravel Stops/Eave Strips shall be fabricated in the configuration depicted on the drawings. Horizontal metal flanges shall be a minimum of three (3") inches wide or ½" narrower than the width of the wood nailer to which it is to be attached.

Metal section ends shall be butted with a ¼" wide gap between sections and the joints closed using six (6") inch wide joint covers set into a solid bed of plastic roofing cement (excepting at gutters and rake edges where sections shall be lapped three (3") inches and sealed between lapped metal sections with plastic roofing cement). At gutters, metal sections shall be lapped three (3") inches with a liberal application of plastic roofing cement between metal contact surfaces at the overlap.

5.5 PITCH PANS:

Install pitch pans in the areas indicated on the drawings. Vertical flanges shall be a minimum of four (4") inches high with top edges hemmed a minimum of ½". Corners of flanges shall be filled with metal sections soldered to adjacent metal to form a continuous flange around the pitch pan base. The vertical open joint shall be secured with a minimum of two (2) No. 8 X ½" pan head sheet metal screws and where possible the joint shall be soldered after installation. All pitch pans installed around singular penetrations shall be covered with weathercaps attached and sealed to the penetration a maximum of three (3") inches above the pitch pan top edge or closed with metal form closures.

Fill the pitch pan approximately ½ full with non-shrink cementitious grout. Fill the balance of the pitch pan with one part pourable sealer. Install weather caps or top closures over pitch pans.

5.6 WEATHERCAPS:

Weathercaps shall be installed over all penetration flashings except at plumbing vents or other like conditions where flashing metal is turned into the tops of pipes or the penetration is otherwise integrally secure against water entry. Weather caps/storm collars shall be mechanically secured to penetrations as shown in the drawings. Securement of the weather cap to the penetration by sealant or caulk alone will not be acceptable. Weather caps shall be fabricated from the same base metal as the penetration to which it is to be attached.

Where installation of weathercaps is impractical or impossible, the Contractor shall fabricate and install a two part metal closure over the pitch pan or penetration flashing. The juncture of the closure sections shall be caulked and secured with screws or pop rivets. The closure shall be fabricated from the same type metal as the pitch pan/penetration flashing and shall be mechanically secured to the vertical sides of the flashing.

5.7 CONDUIT HOUSING:

Where existing conditions permit or where specified in these documents, install metal conduit housings around coolant lines and/or conduit servicing roof mounted equipment. Coolant lines or conduit shall extend eight (8") inches above the roof surface and turned 90 degrees so that lines extend horizontally from the point of penetration to fit through conduit housings as depicted on the drawings. Conduit housings shall be fabricated in general compliance with the drawings, with removable top cover. The cover shall be secured to the base metal closure using No. 8 X ¾" pan head sheet metal screws, two screws per secured side. Horizontal stripping flanges shall be minimum three (4") inches wide.

Fill the open area in the closure around the penetrations with light density glass fiber insulation. The base of closures shall be sealed with approximately 2" of non-shrink cementitious grout and approximately 1" of one part pourable sealer.

5.8 METAL BASE FLASHING AT STACKS:

Metal base flashing for stacks/chimneys shall be fabricated from stainless steel with a conical shape closure for the penetration. The top of the metal base flashing shall extend a minimum of eight (8") inches above the roof surface. The horizontal metal flange shall be round, minimum three (3") inches wide and be soldered and sealed to the conical vertical section to form a watertight closure.

5.9 SOIL STACK/VENT PIPE FLASHING:

Soil stacks/vent pipes shall be sealed and flashed using pre-formed 20 oz. copper flashings of the appropriate size for the pipe extension. The roofing membrane shall be run tightly around the pipe penetration and the penetration juncture sealed with plastic roofing cement prior to installation of the flashing.

Set the copper flashing over the pipe extending through the roofing membrane with the horizontal flashing flange set into a solid 1/8" thick layer of plastic roofing cement. Apply a thin continuous layer of plastic roofing cement over the top surface of the copper flange. Strip the flange to the roofing membrane using modified bituminous flashing materials fuse bonded to the metal and to the top surface of the adjacent roofing membrane. The stripping ply shall extend a minimum of six (6") inches beyond the metal onto the roof surface. Trim the top of the copper flashing so that it extends approximately one (1") inch above the top of the pipe, and bend the copper into the pipe opening to form a complete watershed into the pipe.

If soil stacks/vent pipes are too long to close with standard flashing, cut the pipe to allow proper installation of the pre-formed copper flashing or shop fabricate top closures for the copper flashing to extend into the pipe opening one (1") inch and extend down over the outer surface of the flashing a minimum of three (3") inches. If local ordinances or job conditions prohibit shortening of the soil stack/vent pipes, the pipes shall be flashed using shop fabricated 20 oz copper metal flashings formed in two pieces—a soldered and sealed base sized to fit each individual pipe size twelve (12") inches high with a minimum twelve (12") inch diameter round stripping flange and a watertight sleeve top closure extending into the pipe opening two (2") inches and down over the metal base flashing a minimum of three (3") inches. Horizontal metal flanges shall be stripped to the roofing membrane in accordance with the requirements of this section of the specifications.

5.10 EXISTING DRAINS:

Lower all existing drain sumps as required to bring them flush with the top surface of the deck. Rework leaders and plumbing connects as required to provide a watertight drain installation.

Install tapered wood fiber or perlite insulation to form a 48" square sump around the drain base. If necessary, taper adjacent insulation to form an even transition to the elevation of the top of the tapered strip or install multiple tapered strips to match the insulation thickness to form an even sloped transition to the drain. Miter corners of the tapered strip to form a square recess. All tapered strips shall be back-mopped with a solid application of Type III SBS adhesive and set in place.

The stripping ply shall extend a minimum of six (6") inches beyond the drain insert flashing flange onto the roofing membrane. Keep the flashing flange and stripping ply within the confines of the recess area to the extent possible.

All clamping devices shall be installed (bolts, clamps, nuts, etc.) even if reworking of drain components is required..

Install all drain strainers after drain installation to prevent debris from clogging the drain leaders. All missing drain strainers shall be replaced under this contract and provision shall be made in the Base Bid to replace missing strainers and/or to replace existing plastic drain strainers with cast iron units.

5.11 METAL COPING:

Metal coping shall be installed in the areas indicated on the roof plan. A continuous waterproofing membrane shall be installed under all metal coping to waterproof tops of walls prior to installation of coping sections. Metal coping shall be fabricated from the specified metal of a configuration in general compliance with the drawings. Provision shall be made to insure positive slope of the metal coping section top surfaces toward the roof side.

Vertical faces (front and rear) of the coping metal shall extend below the top of the wall a minimum of two inches. Metal coping sections shall be maximum ten feet in length unless otherwise agreed upon in writing.

Standing seam joint ends shall be fabricated to form a mitered corner. Corner joints shall be standing seam with a minimum one inch overlap on vertical faces. The overlap shall be sealed with caulk and secured by pop rivets installed one inch on center. Corner sections shall not extend more than 24" from the corner in either direction.

Metal coping sections shall be secured on the face side by a continuous metal cleat secured to the wood nailer. Cleat (Hook Strip) requirements shall be as established in Factory Mutual Loss Prevention Data Bulletin 1-49, allowing for face dimension of the cleat, or as indicated on the drawings.

Inside vertical surfaces of coping sections shall be secured to the wood nailers installed on the wall top using #14 stainless steel screws of appropriate length with inherent steel and neoprene washers installed through elongated, pre-punched holes spaced eighteen inches on center.

Joints shall be standard standing seam (folded) or drive cleats.

5.12 THROUGH WALL SCUPPERS:

Scuppers shall be installed in the areas indicated on the roof plan. In the event that unspecified scuppers are required, the scuppers shall be installed in the areas indicated by the Onsite Roof Inspector. Unspecified scuppers shall be installed at a unit price agreed on before installation.

Through wall scuppers shall be fabricated of 24 gage soft stainless steel unless otherwise indicated in the drawings. The scuppers shall be fabricated as shown in the drawings and shall be fabricated with the sleeve fitted with a four inch flange on the roof side of the wall and extending completely through the wall. All joints in the sleeve shall be completely soldered. The scupper shall be equipped with a continuous 4" flange on the exterior surface as shown. The flange shall be mechanically secured 4" O.C. with appropriate fasteners.

Over flow scupper sleeves shall be fabricated in one piece and shall extend past the face of the exterior wall a minimum four inches.

6 CONTRACT FORMS:

6.1 FORM OF PROPOSAL:

PROJECT: Union County Law Enforcement Center
3344 Presson Road
Monroe, N.C.

SPECIFICATION DATE: September 2009

CONTRACTOR: _____

ADDRESS: _____

(Telephone w/Area Code) _____

DATE: _____

LICENSE/LIMITS: _____

INSURANCE CARRIER: _____

SIGNATURE OF CONTRACTOR OFFICER _____

We acknowledge receipt of the following addenda to the Specifications (if none received, so state):

Prebid Meeting Minutes _____ Addendum #1 _____ Addendum #2 _____

COMPOSITE PRICE FOR WORK INCLUDED IN THE BID DOCUMENTS AND AS OUTLINED IN THE SCOPE OF WORK:

Base Bid - Roof Areas 9, 10, 11, 12 \$ _____

Alternate #1 - Roof Area .06 \$ _____

Alternate #2 - Ladder Installation \$ _____

Having visited the site of proposed Work and checked all dimensions of areas included in the Scope of Work, our composite Base Bid includes approximately:

ROOF AREA .06 _____ SQ. FT.

ROOF AREA .09 _____ SQ. FT.

ROOF AREA .10 _____ SQ. FT.

ROOF AREA .11 _____ SQ. FT.

ROOF AREA .12 _____ SQ. FT.

Union County
Law Enforcement Center, 2009 Roof Replacement

Unit prices as given below shall be used for adjustments to the Contract at the discretion of the Owner in accordance with the General Conditions of the Contract and the Bid Documents. Unit Prices shall be for Work in place and shall include all costs, excluding sales taxes, profit and overhead.

Wood Blocking, installed/BF	\$ _____
Steel Deck Replacement/SF	\$ _____
Waterproofing Membrane/SF	\$ _____
2 1/4" Isocyanurate Installed/SF	\$ _____
1 1/2" Isocyanurate Installed/SF	\$ _____
Additional Scuppers/EA (with leaders & downspouts)	\$ _____
Roofing Membrane/SF	\$ _____
5/8" Fire Rated Gypsum Board/SF (installed)	\$ _____

If additional work is required and is not covered by the Unit Prices above, the Contractor shall perform the work at his actual cost plus the overhead and profit percentage given below. Percentages for extra work will be considered in the award of the Contract.

Cost plus _____ % Overhead and Profit

Certified material invoices and labor records maintained by the Contractor to be submitted to the Owner with his request for payment for additional required/requested Work shall substantiate cost.

ESTIMATED TIME TO COMPLETION: BASE BID _____ WORKING DAYS

ADDITIONAL TIME TO COMPLETION: ALT #1 _____ WORKING DAYS

ADDITIONAL TIME TO COMPLETION: ALT #2 _____ WORKING DAYS

Time to completion may be considered in the award of the Contract.

This Proposal shall be valid for _____ days from the date of submittal.

By:

Title:

SUB-CONTRACTORS: List all proposed sub-contractors by firm name. If no sub-contractors are anticipated, so state.

6.2 GUARANTY FORM:

Whereas, _____ of _____, herein called "the Contractor", has completed application of the following roof:

Owner: _____

Address of Owner: _____

Type and Name of Building: _____ Location: _____

Area of Roof: _____ Date of Completion: _____ Date Guarantee Expires: _____

Whereas, at the inception of such work the Contractor agreed to guarantee the aforesaid roof against faulty materials or workmanship for a limited period and subject to the conditions herein set forth:

Now, Therefore, the Contractor hereby Guarantees, subject to the conditions herein set forth, that during a period of _____ () years from the date of completion of said roof, it will, at its own cost and expense, make or cause to be made such repairs to said roof resulting solely from faults or defects in material or workmanship applied by or through the Contractor as may be necessary to maintain said roof in watertight condition.

This guarantee is made subject to the following conditions:

1. Specifically excluded from this guarantee is any and all damages caused by lightning, windstorm, hailstorm, or other unusual phenomena of the elements; foundation settlement; failure or cracking of the roof deck; defects or failure of material used as a roof base over which the roof is applied, faulty construction of parapet walls, copings, chimneys, skylights, vents, supports or other parts of the building; or fire. If the roof is damaged by reason of any of the foregoing this guarantee shall thereupon become null and void for the balance of the guarantee period unless the Contractor at the expense of the party requesting such repairs repairs such damage.
2. Nothing in this instrument shall render the Contractor liable for consequential damages to the building or contents resulting from any defects in said roof.
3. No work shall be done on said roof, including, but without limitation, openings made for flues, vents, drains, sign braces or other equipment fastened to or set on the roof, unless the Contractor shall be first notified, shall be given the opportunity to make the necessary roofing application recommendations with respect thereto, and such recommendations are complied with. Failure to observe this condition shall render this guarantee null and void. The Contractor shall be paid for time and material expended in making recommendations or repairs occasioned by the work of others on said roof.
4. This guarantee shall not be or become effective unless and until the Contractor has been paid in full for said roof in accordance with the agreement pursuant to which such roof was applied.
5. Additional conditions or exclusions: _____

In Witness Whereof, this instrument has been duly executed this _____ day of _____ 20____.

Authorized Signature _____

6.3 ASBESTOS FREE CERTIFICATE

ASBESTOS FREE CERTIFICATE

PROJECT: _____

ADDRESS: _____

I hereby declare that all materials used on this project contain no asbestos materials.

CONTRACTOR: _____

ADDRESS: _____

This certificate must be signed and notarized by an officer of the Contracting Firm.

AUTHORIZED SIGNATURE: _____

TYPE OR PRINT NAME: _____

AFFIDAVIT "A"- Listing of the Good Faith Effort

City of _____

Affidavit of _____
(Bidder)

I have made a good faith effort to comply under the following areas checked:
(a minimum of 50 points must be achieved to qualify as meeting the "Good Faith Effort")

- 1- Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed. (10 points)
- 2- Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due. (10 points)
- 3- Broken down or combined elements or work into economically feasible units to facilitate minority participation. (15 points)
- 4 - Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses. (10 points)
- 5 - Attended probed meetings scheduled by the public owner. (10 points)
- 6 - Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors. (20 points)
- 7 - Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing. (15 points)
- 8 - Provided assistance to an otherwise qualified minority business in need of equipment, loan capital lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit. (25 points)
- 9 - Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible. (20 points)
- 10 - Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands (20 points)

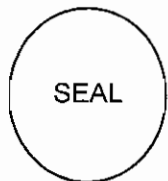
In accordance with GS143-128.2(d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature _____

Title _____



State of North Carolina, County of _____
Subscribed and sworn to before me this _____
Notary Public

_____ Day of _____ 20 _____

Union County
Law Enforcement Center, 2009 Roof Replacement

AFFIDAVIT "B"- Intent to Perform Contract with Own Workforce.

County of _____

Affidavit of _____
(Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the	
(Name of Project)	contract

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

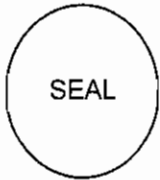
The bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature _____

Title _____



State of North Carolina, County of _____
Subscribed and sworn to before me this _____ day of _____ 20 _____
Notary Public _____
My commission expires _____

Union County
 Law Enforcement Center, 2009 Roof Replacement

Union County AFFIDAVIT "C"- Portion of the Work to be Performed by Minority Firms

County of _____

*******(NOTE: THIS FORM IS NOT TO BE SUBMITTED WITH THE BID PROPOSAL)*******

If the portion of the work to be executed by minority businesses as defined in GS143-128.2(g) is equal to, or greater than 5% of the bidders total contract price, then the bidder must complete this affidavit. This affidavit shall be provided by the apparent lowest responsible, responsive bidder within 72 hours after notification of being low bidder

Affidavit of _____ I do hereby certify that on the

 (Bidder)

 (Project Name)

Project ID# _____ Amount of Bid _____

I will expend a minimum of _____ % Of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.
 Attach additional sheets if required

Name and Phone Number	*Minority Category	Work description	Dollar Value

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A), American Indian (I)
 Female (F) Socially and Economically Disadvantaged (D)

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

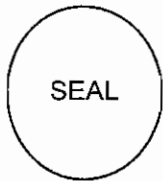
Union County
Law Enforcement Center, 2009 Roof Replacement

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature _____

Title _____



State of North Carolina, County of _____
Subscribed and sworn to before me this _____ day of _____ 20 ____
Notary Public _____
My commission expires _____

MBForm 2002

State of North Carolina AFFIDAVIT "D"- Good Faith Efforts

County of _____

*******(NOTE: THIS FORM IS NOT TO BE SUBMITTED WITH THE BID PROPOSAL)*******

If the goal of 5% participation by minority business is not achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

(Bidder)

Affidavit of _____ I do hereby certify that on the
 I do certify the attached documentation as true and accurate representation of my good faith efforts.

Attach additional sheets if required

Name and Phone Number	*Minority Category	Work description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**), American Indian (**I**)
 Female (**F**) Socially and Economically Disadvantaged (**D**)

Documentation of the Bidder's good faith efforts to meet the goals set forth in these provisions.

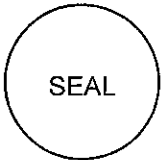
Examples of documentation include, but are not limited to, the following evidence:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contact or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster.
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Union County
Law Enforcement Center, 2009 Roof Replacement

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

Date: _____ Name of Authorized Officer: _____
Signature _____
Title _____



State of North Carolina, County of _____
Subscribed and sworn to before me this _____ Day of _____ 20 _____
Notary Public _____
My commission expires _____

MBForm 2002

STATE AND COUNTY SALES/USE TAX STATEMENT AND CERTIFICATION

CONTRACT # _____ Period From _____ to _____ SHEET # _____

Contractor (or Sub-contractor's) name: _____

Address: _____

Address & PO Box
City
State
Zip code

Project: _____

INVOICE NUMBER	INVOICE DATE	VENDOR'S NAME	Sub-Total Amount of Invoice	SALES/USE TAX		Name of County where purchased
				State 4.5%	County 2.75%	
TOTALS=						

This will certify that the above listed amounts include only Sales or Use Taxes paid on purchases of tangible personal property purchased for use in performing the contract for constructing the above mentioned project which have become annexed to, affixed to or have become a part of the building or structure.

SWORN AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____, 200__

BY: _____

TITLE: _____

 NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

Union County
Law Enforcement Center, 2009 Roof Replacement

MINORITY BUSINESS PARTICIPATION REQUIREMENTS;

Provide on the bid - Under GS 143-128.2(c) the undersigned bidder shall identify **on its bid** the minority businesses that it will use on the project **and** the total dollar value of the bid that will be performed by the minority businesses **and** list the good faith efforts (Affidavit A) made to solicit participation

Note: A contractor that performs all of the work with its own workforce may submit an Affidavit (B) to that effect in lieu of the affidavit (A) required above.

After the bid opening - The Owner will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon notification of being the apparent low bidder, the bidder shall then file within 72 hours of the notification of being the apparent lowest bidder, the following:

An Affidavit (C) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the 5% goal established. This affidavit shall give rise to the presumption that the bidder has made the required good faith effort;

Or

Affidavit (D) of its good faith effort to meet the goal. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations and other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract.

Note: Bidders must submit **with their bid** the Identification of *Minority Business Participation* list **and Affidavit A or Affidavit B** as applicable. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder may be grounds for rejection of the bid.

SPECIFICATION ADDENDUM

PREPARATION OF THE DECK - STEEL

All debris shall be removed from the deck surface including the flutes or concrete surface prior to application of the new roof assembly. Removal and disposal of unused/removed material is the responsibility of the Contractor.

Prior to application of the new roof assembly, the contractor shall inspect the deck. Installation of materials over the deck constitutes acceptance of the substrate by the contractor.

All deck with superficial rust shall be wire brushed to a sound surface and painted with rust inhibiting paint. Areas to be replaced shall be determined by the Owner or his representative.

Openings less than 12 inches in diameter may be closed by 18 gage galvanized sheet mechanically attached to the deck surface with appropriate fasteners. The closure shall bear a minimum of four inches on the deck surface in all directions.

Recommendations on large areas of deck replacement may require the services of a structural engineer at the discretion and expense of the Owner.

INSTALLATION OF ROOF INSULATION

Roof insulation shall be "DRY" at the time of application. "Dry" shall be interpreted to be less than 10% indication on a resistance type moisture meter scale. No more insulation shall be installed than can be covered and sealed prior to inclement weather or, in any case, by the end of each working day. "Covered and Sealed" shall be defined as installation of the complete roofing system; all specified roofing plies and membrane flashings, pitch pans and accessory lead flashings excluding metal cap flashings and surfacing.

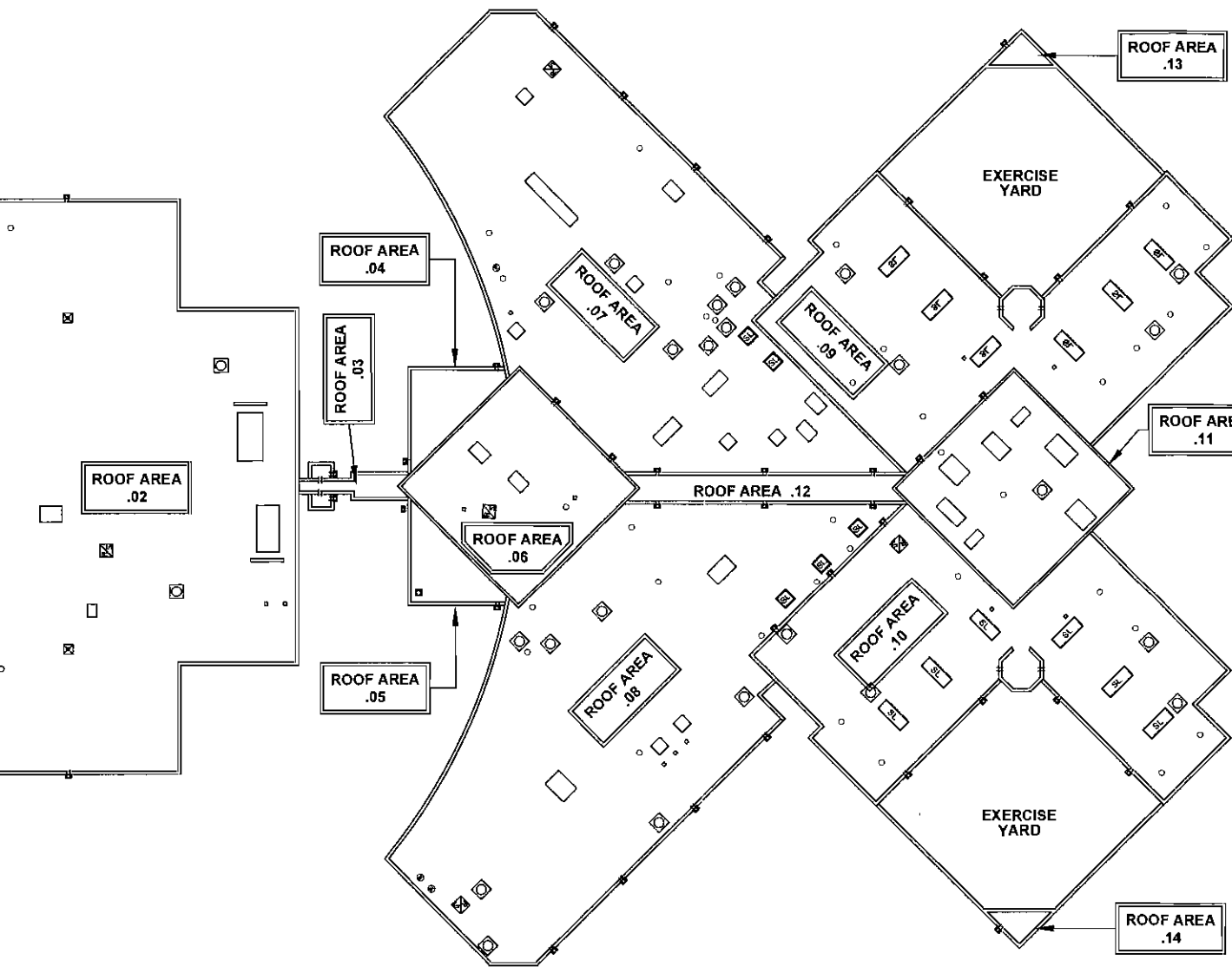
The base layer of isocyanurate roof insulation shall be mechanically fastened to the steel deck in accordance with the Factory Mutual System requirements for the insulation board installed with joints staggered in one direction a minimum of six (6") inches.

On the concrete deck adhere the base layer in plastic foam insulation adhesive with joints staggered in one direction a minimum of six (6") inches.

Adhere the overlay/secondary roof insulation layer(s) over the base layer in plastic foam insulation adhesive with joints staggered in one direction a minimum of six (6") inches. The joints shall be a minimum of twelve inches from the joints in the bottom layer of insulation. Boards shall be cut as necessary at irregularities in the deck to insure a flat surface for the roof membrane.

Under no circumstances shall the bituminous membrane be constructed over foam plastic roof insulation boards.

If insulation boards are shipped in bundles, remove all packaging materials from the boards prior to installation.



- 001.01 PAINTED METAL
5/8" GYPSUM BO
1 1/2" ISOCYANU
TAPERED EXPAN
EPDM - BALLAST
- 001.02 PAINTED METAL
5/8" GYPSUM BO
2 1/4" ISOCYANU
EPDM - BALLAST
- 001.03 PAINTED METAL
5/8" GYPSUM BO
2 1/4" ISOCYANU
TAPERED EPS
EPDM - BALLAST
- 001.04 CONCRETE DECK
2 1/4" ISOCYANU
TAPERED EPS
EPDM - BALLAST
- 001.05 CONCRETE DECK
2 1/4" ISOCYANU
TAPERED EPS
EPDM - BALLAST
- 001.06 PAINTED METAL
5/8" GYPSUM BO
2 1/4" ISOCYANU
EPDM - BALLAST
- 001.07 PAINTED METAL
5/8" GYPSUM BO
2 1/4" ISOCYANU
EPDM - BALLAST
- 001.08 PAINTED METAL
5/8" GYPSUM BO
2 1/4" ISOCYANU
EPDM - BALLAST
- 001.09 CONCRETE DECK
1 1/2" ISOCYANU
2 1/4" ISOCYANU
EPDM - BALLAST
- 001.10 CONCRETE DECK
1 1/2" ISOCYANU
2 1/4" ISOCYANU
EPDM - BALLAST
- 001.11 PAINTED METAL
5/8" GYPSUM BO
2 1/4" ISOCYANU
EPDM MEMBRANE
- 001.12 PAINTED METAL
5/8" GYPSUM BO
2 1/4" ISOCYANU
TAPERED EPS
EPDM - BALLAST
- 001.13 & .14 ASSUMED TO BE

LEGEND			REV	DATE	DRAFT	DESCRIPTION
[SL]	SKYLIGHT	x	1	9/02	JD	ISSUED FOR BID
○	VENT/STACK	[S]	2			
○	FAN CURB	[Z]	3			
		[HVAC]	NHBA has made every effort to represent the correct existing conditions with this drawing. Field adjustments may be required due to unknown existing conditions.			
		=				
		[B]				

EXISTING ROOF SAMPLE

Nelson Hall & Associates Roof Consulting S
100 Lancaster Ave, Monroe, NC 28112 704/262-0926 FAX 70

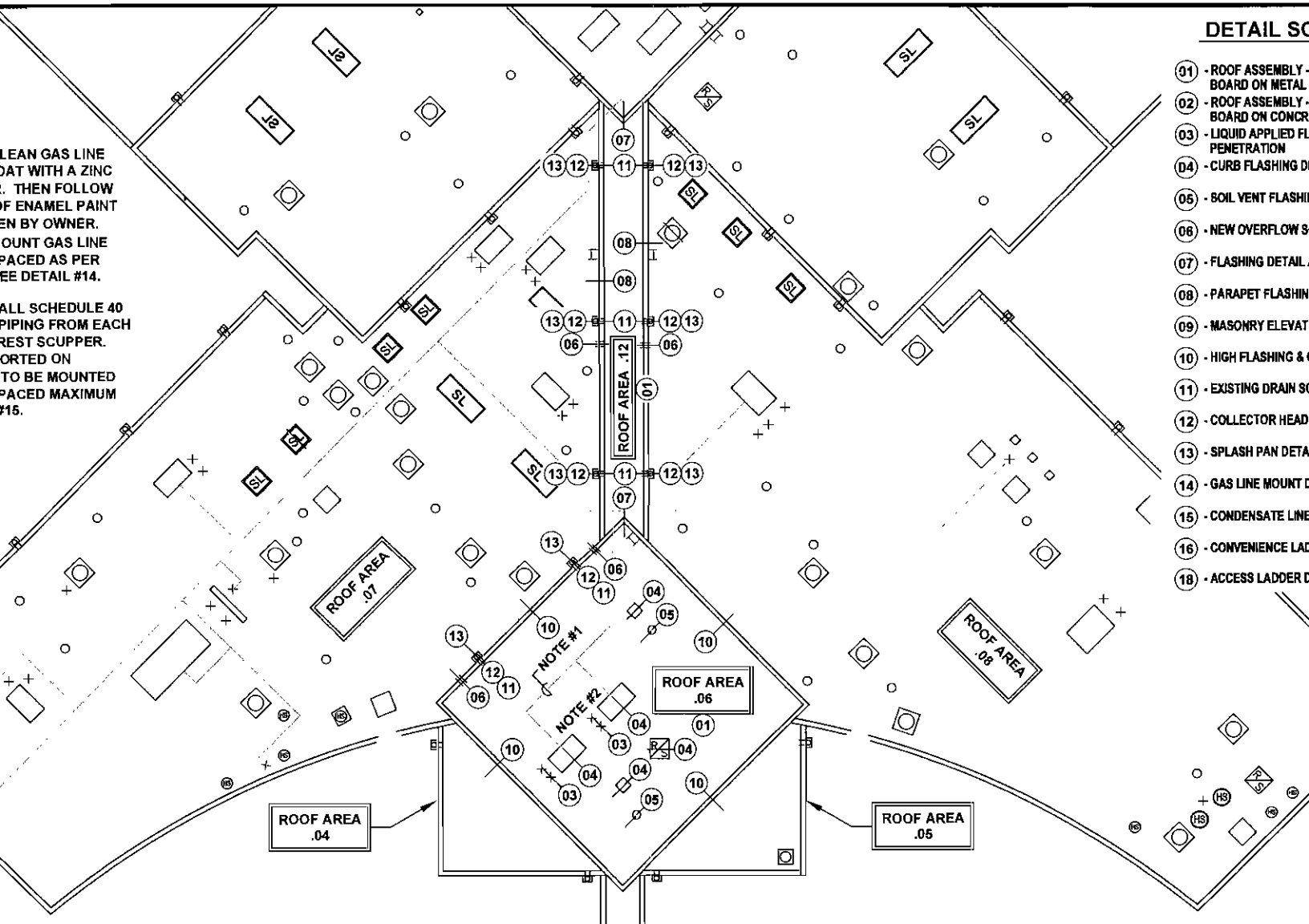
Union County Law Enforce
3344 Presson Road
Monroe, North Carolina
2009 ROOF RENOVATIONS

DETAIL SC

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 EE DETAIL #14.

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 ORTED ON
 TO BE MOUNTED
 PACED MAXIMUM
 #15.

- 01 - ROOF ASSEMBLY - BOARD ON METAL
- 02 - ROOF ASSEMBLY - BOARD ON CONCR
- 03 - LIQUID APPLIED FL PENETRATION
- 04 - CURB FLASHING D
- 05 - SOIL VENT FLASHING
- 06 - NEW OVERFLOW S
- 07 - FLASHING DETAIL
- 08 - PARAPET FLASHING
- 09 - MASONRY ELEVAT
- 10 - HIGH FLASHING &
- 11 - EXISTING DRAIN SC
- 12 - COLLECTOR HEAD
- 13 - SPLASH PAN DETA
- 14 - GAS LINE MOUNT D
- 15 - CONDENSATE LINE
- 16 - CONVENIENCE LAD
- 18 - ACCESS LADDER D



LEGEND		REV.	DATE	DRAWN	DESCRIPTION
SL	SKYLIGHT	1	9/2	JB	ISSUED FOR BID
○	VENT/STACK	2			
○	FAN CURB	3			
x	TUBULAR PENETRATION	NHA has made every effort to represent the correct existing conditions with this drawing. Final adjustments may be required due to unknown existing conditions.			
⊠	ROOF HATCH				
⊠	VENT OPENING				
HVAC	HVAC UNIT				
=	THROUGH WALL SCUPPER				
⊠	COLLECTOR HD				

DETAIL PLAN #1

Nelson Hall & Associates Roof Consulting
 1001 Lancaster Ave., Monroe, NC 28050 704/282-0926 FAX 704/282-0927

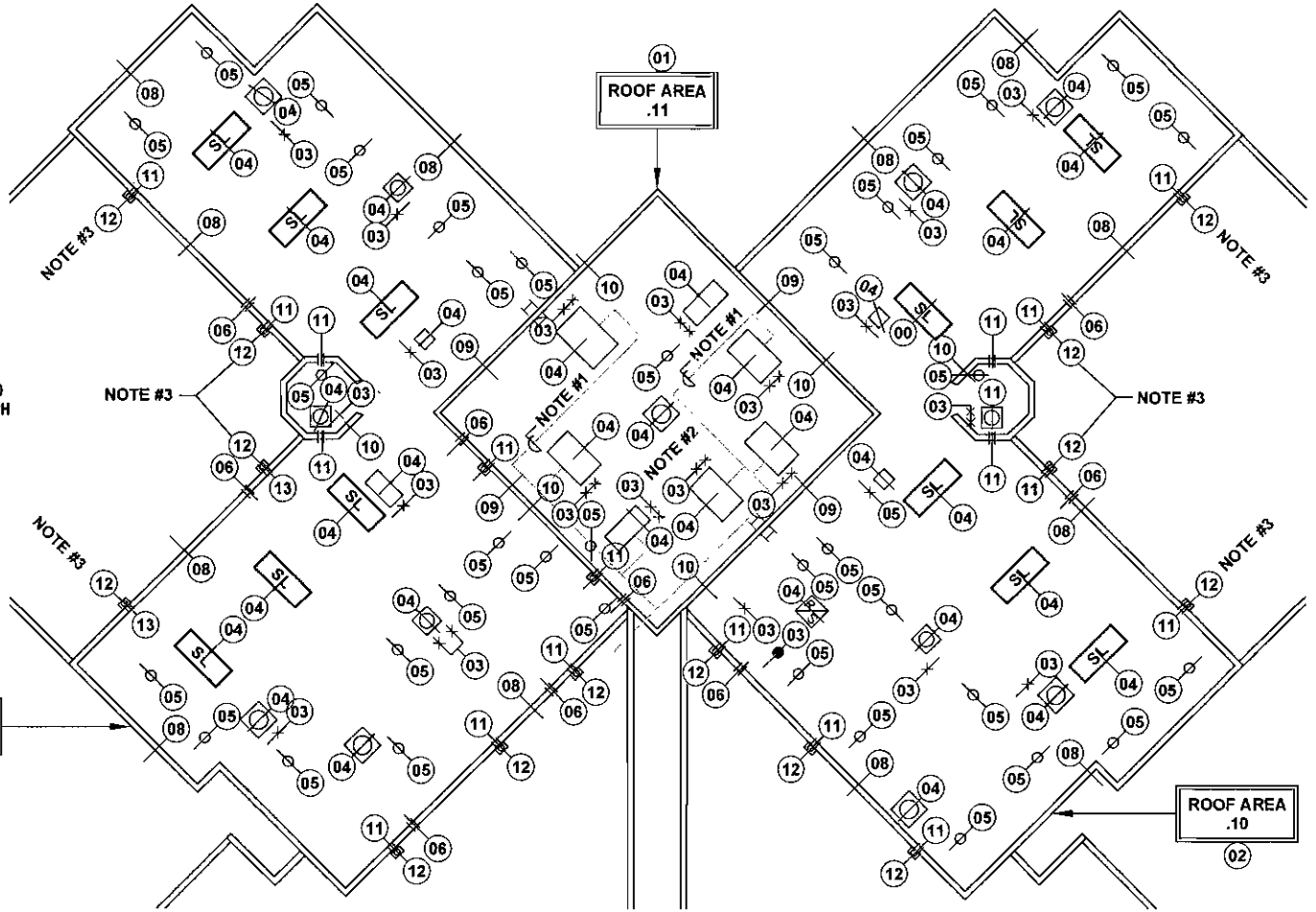
Union County Law Enforcement
 3344 Presson Road
 Monroe, North Carolina
 2009 ROOF RENOVATIONS

N GAS LINE
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DETAIL #14.

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OF AREA
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02



DETAIL S

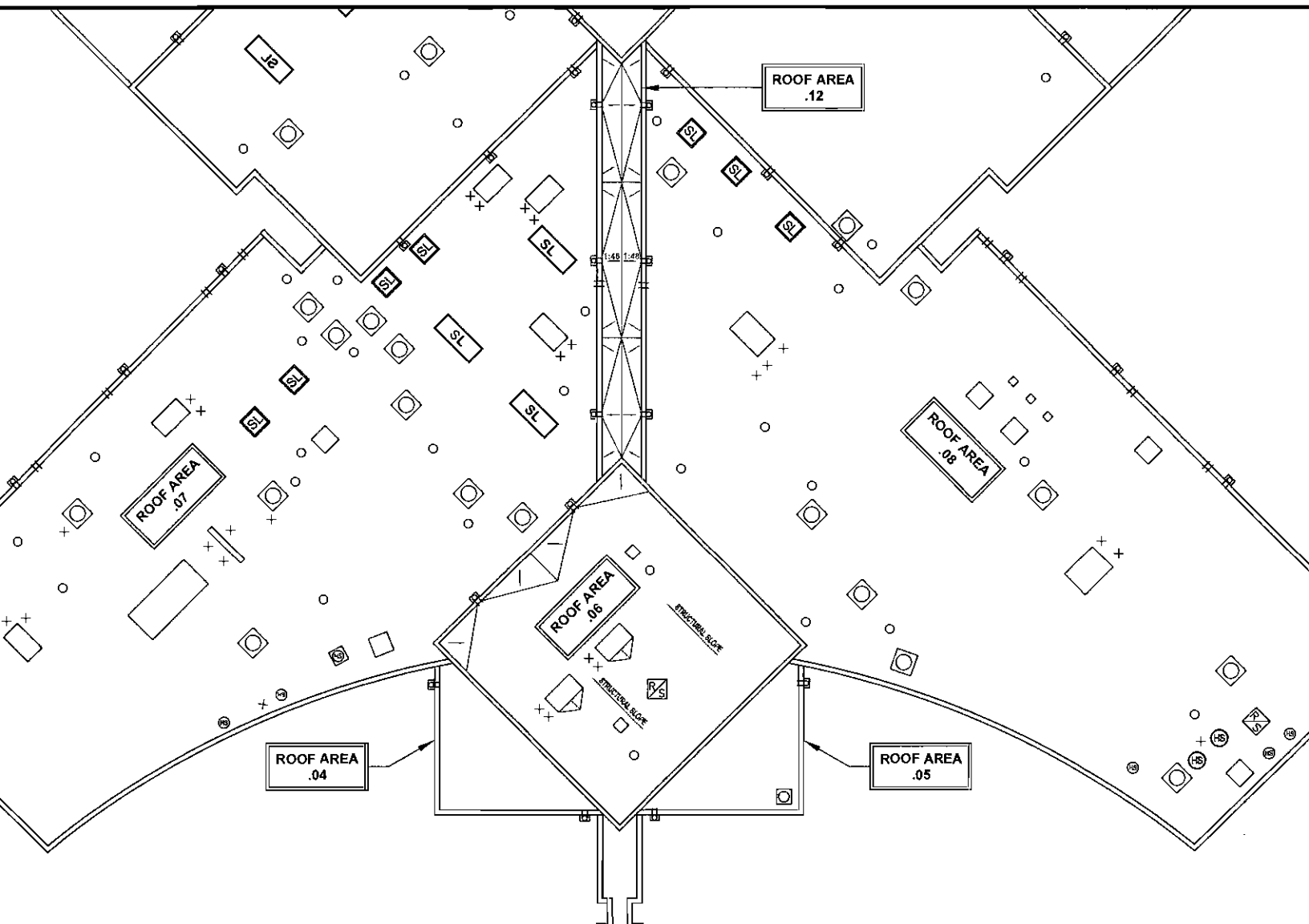
- 01 - ROOF ASSEMBLY BOARD ON METAL
- 02 - ROOF ASSEMBLY BOARD ON CONCRETE
- 03 - LIQUID APPLIED PENETRATION
- 04 - CURB FLASHING
- 05 - SOIL VENT FLASHING
- 06 - NEW OVERFLOW
- 07 - FLASHING DETAIL
- 08 - PARAPET FLASHING
- 09 - MASONRY ELEVATION
- 10 - HIGH FLASHING
- 11 - EXISTING DRAIN
- 12 - COLLECTOR HEAD
- 13 - SPLASH PAN DETAIL
- 14 - GAS LINE MOUNTING
- 15 - CONDENSATE LINE
- 16 - ACCESS LADDER
- 17 - CONVENIENCE LADDER

LEGEND		REV.	DATE	DRAWN	DESIGN	QC1	FINAL
SKYLIGHT	TUBULAR PENETRATION	1	8/18	JD			
VENT/STACK	ROOF HATCH	2					
FAN CURB	VENT OPENING	3					
HVAC UNIT	THROUGH WALL SCUPPER	NMA has made every effort to represent the correct existing conditions with this drawing. Field adjustments may be required due to unknown existing conditions.					
COLLECTOR HD							

DETAIL PLAN #2

Nelson Hall & Associates Roof Consulting
1001-C Lancaster Ave. Monroe, NC 28112 704/282-0926 FAX 704/282-0927

Union County Law Enforcement
3344 Presson Road
Monroe, North Carolina
2009 ROOF RENOVATIONS

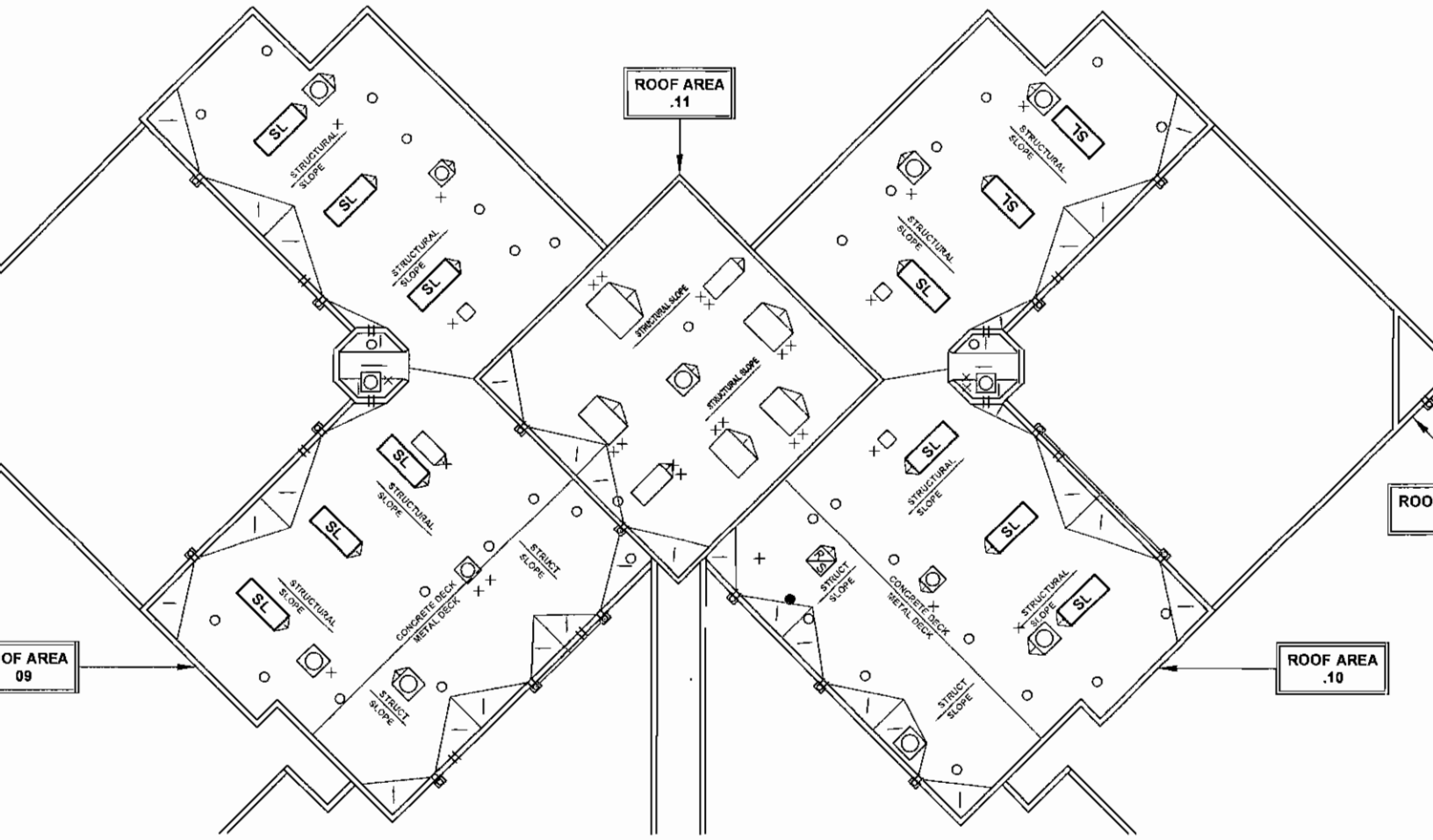


LEGEND		REV	DATE	DRAFT	DESCRIPTION
	SKYLIGHT	1	9/2	JB	ISSUED FOR BID
	VENT/STACK	2	9/2	JB	PREBID MINUTES
	FAN CURB	3			
	TUBULAR PENETRATION	<small>NMA has made every effort to represent the correct existing conditions with this drawing. Field adjustments may be required due to unknown existing conditions.</small>			
	ROOF HATCH				
	VENT OPENING				
	COLLECTOR HD				
	HVAC UNIT				
	THROUGH WALL SCUPPER				

TAPERED INSULATION PL

Nelson Hall & Associates Roof Consulting
 100 Lancaster Ave., Monroe, NC 28042 704/282-0826 FAX 704/282-0827

Union County Law Enforcement
 3344 Presson Road
 Monroe, North Carolina
 2009 ROOF RENOVATIONS

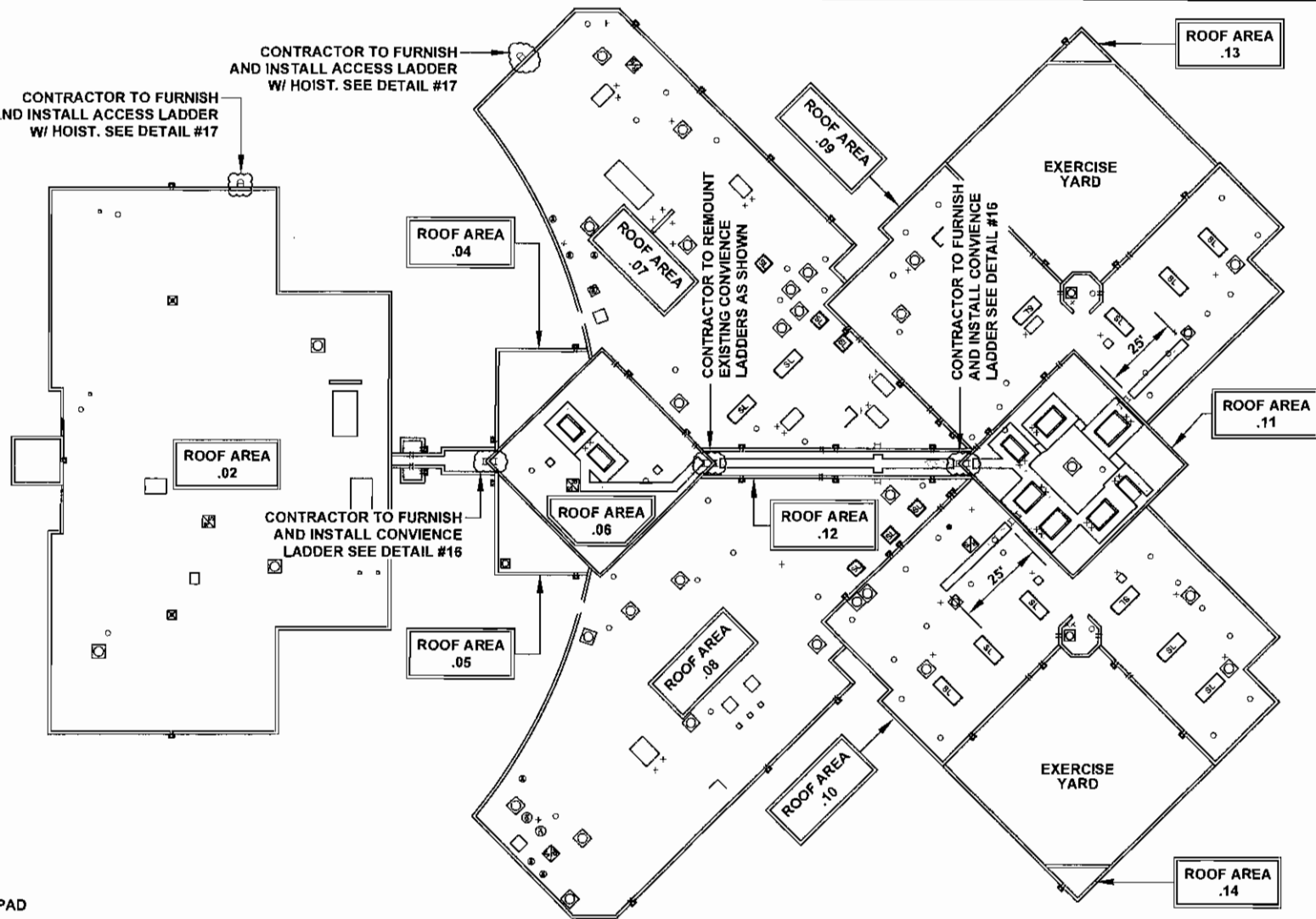


LEGEND	
SL SKYLIGHT	x TUBULAR PENETRATION
o VENT/STACK	S ROOF HATCH
C FAN CURB	HD VENT OPENING
HVAC HVAC UNIT	= THROUGH WALL SCUPPER
HD COLLECTOR HD	

REV.	DATE	DRAFT	DESCRIPTION
1	9/02	JD	ISSUED FOR BID
2	9/02	JB	PREBID MINUTES
3			

NRA has made every effort to represent the correct existing conditions with this drawing. Field adjustments may be required due to unknown existing conditions.

TAPERED INSULATION PL
 Nelson Hall & Associates Roof Consulting
 100-C Lancaster Ave., Monroe, NC 28112 704/282-0626 FAX 704/282-0627
Union County Law Enforcement
 3344 Presson Road
 Monroe, North Carolina
 2009 ROOF RENOVATIONS



PAD



LEGEND			
	SKYLIGHT		SOIL STACK
	VENT/STACK		GUTTER EDGE
	RIDGE VENT		CHIMNEY
	SCUPPER		MAIN ENTRANCE
	SAMPLE		

REV.	DATE	DRAWN	DESCRIPTION
1	9/02	MDL	ISSUED FOR BID
2			
3			

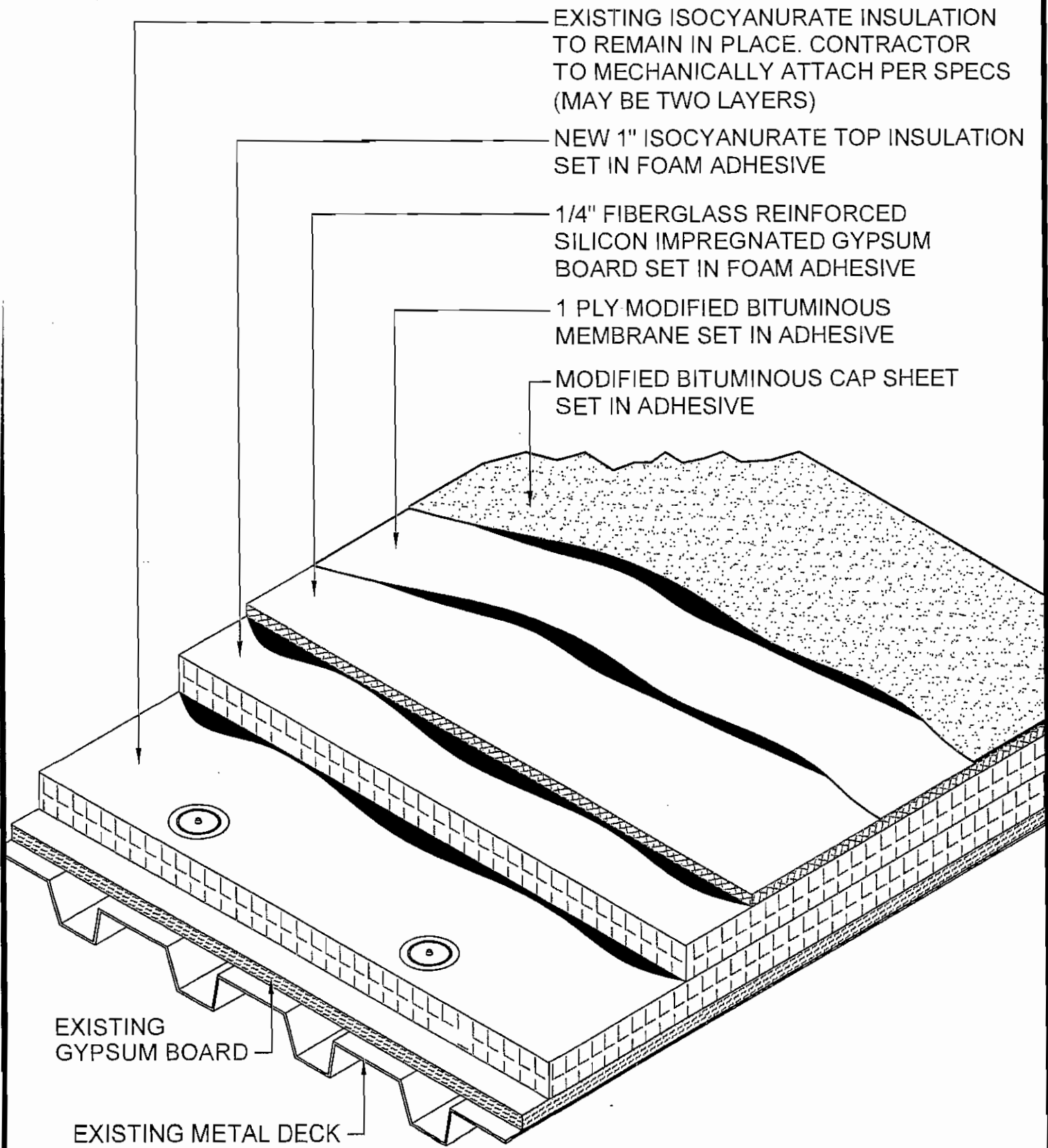
NHA has made every effort to represent the correct existing conditions with this drawing. Field adjustments may be required due to field conditions.

WALKPAD AND LADDER P

Nelson Hall & Associates Roof Consulting S
 1001 Lancaster Ave., Monroe, NC 28112 704/292-8826 FAX 704/292-8827

Union County Law Enforcement
 3344 Presson Road
 Monroe, North Carolina

2009 ROOF PENETRATIONS



DATE	DRAFT	DESCRIPTION
9/02	JB	ISSUED FOR BID
1 9/02	JB	PREBID MINUTES
2		
3		

MODIFIED / RIDGED BOARD SYSTEM ON METAL DECK

Nelson Hall & Associates Roof Consulting Services
 1001 Lancaster Ave., Monroe, NC 28112 704/282-0826 FAX 704/289-6956

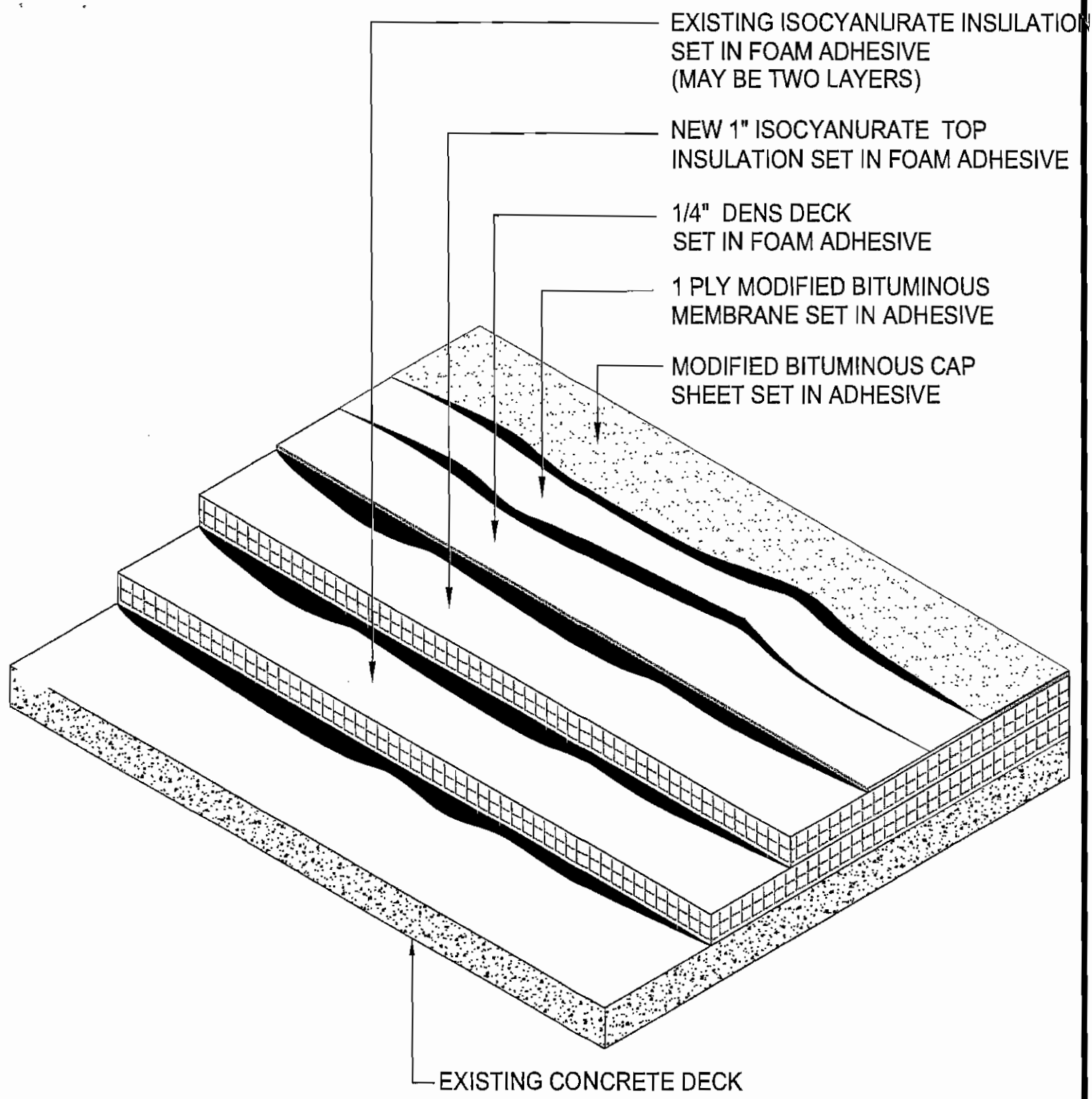
Date: SEPTEMBER 2009

UNION COUNTY LAW ENFORCEMENT CENTER
 3344 Presson Road
 Monroe, North Carolina

Drawing No.:

01

NH&A has made every effort to represent the correct existing conditions with this drawing. Field adjustments may be required.



REV	DATE	DRAFT	DESCRIPTION
	10/02	JB	ISSUED FOR BID
1	9/02	JB	PREBID MINUTES
2			
3			

NH&A has made every effort to represent the correct existing conditions with this drawing. Field adjustments may be required

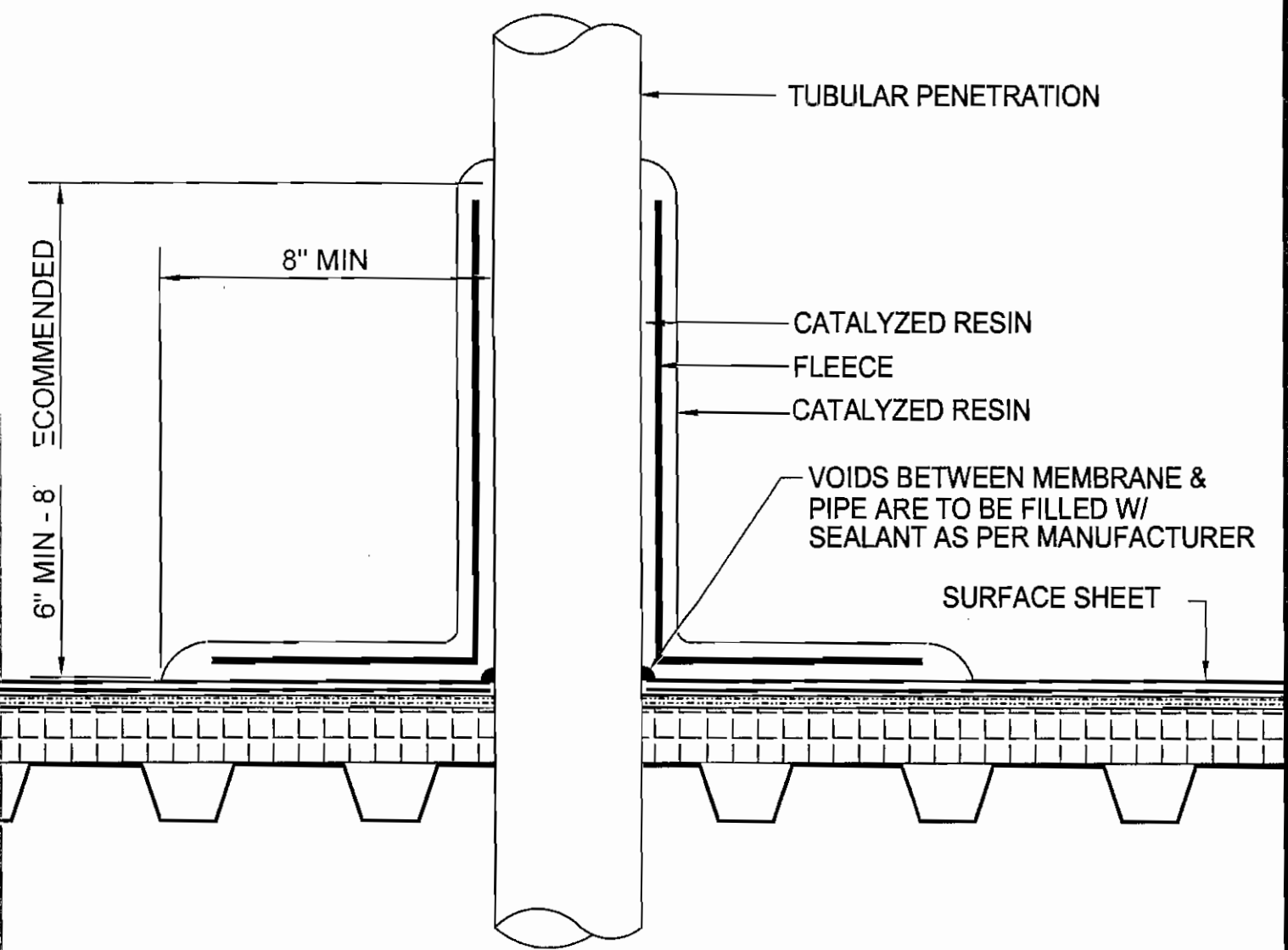
MODIFIED / RIDGED BOARD SYSTEM ON CONCRETE DECK

Nelson Hall & Associates Roof Consulting Services
 1001-C Lancaster Ave., Monroe, NC 28112 704/282-0826 FAX 704/289-6956

UNION COUNTY LAW ENFORCEMENT CENTER
 3344 Presson Road
 Monroe, North Carolina

Date: SEPTEMBER 2009
 Drawing No.: **02**

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PREPARE SURFACES PER
MANUFACTURERS INSTRUCTIONS

REV.	DATE	DRAFT	DESCRIPTION
	3/2	JB	ISSUED FOR BID
1			
2			
3			

NH&A has made every effort to represent the correct existing conditions with this drawing. Field adjustments may be required due to unknown existing conditions.

LIQUID APPLIED PENETRATION DETAIL

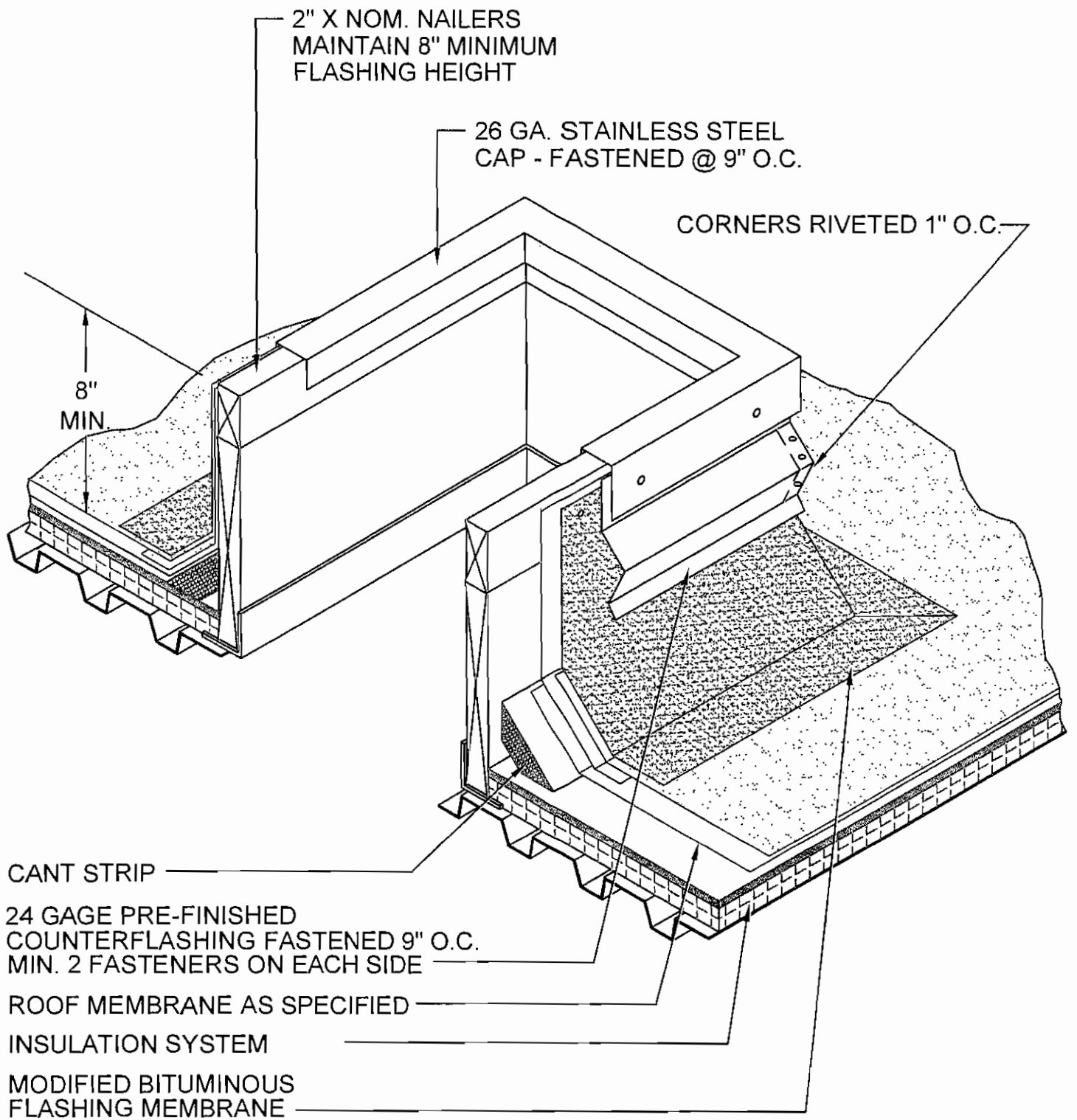
Nelson Hall & Associates Roof Consulting Services
 1001 Lancaster Ave., Monroe, NC 28112 704/282-0826 FAX 704/289-6956

Date: SEPTEMBER 2009

UNION COUNTY LAW ENFORCEMENT CENTER
 3344 Presson Road
 Monroe, North Carolina

Drawing No. **03**

2009 ROOF RENOVATION



REV.	DATE	DRAFT	DESCRIPTION
1	9/2	JB	ISSUED FOR BID
2			
3			

NH&A has made every effort to represent the correct existing conditions with this drawing. Field adjustments may be required due to unknown existing conditions.

CURB FLASHING DETAIL

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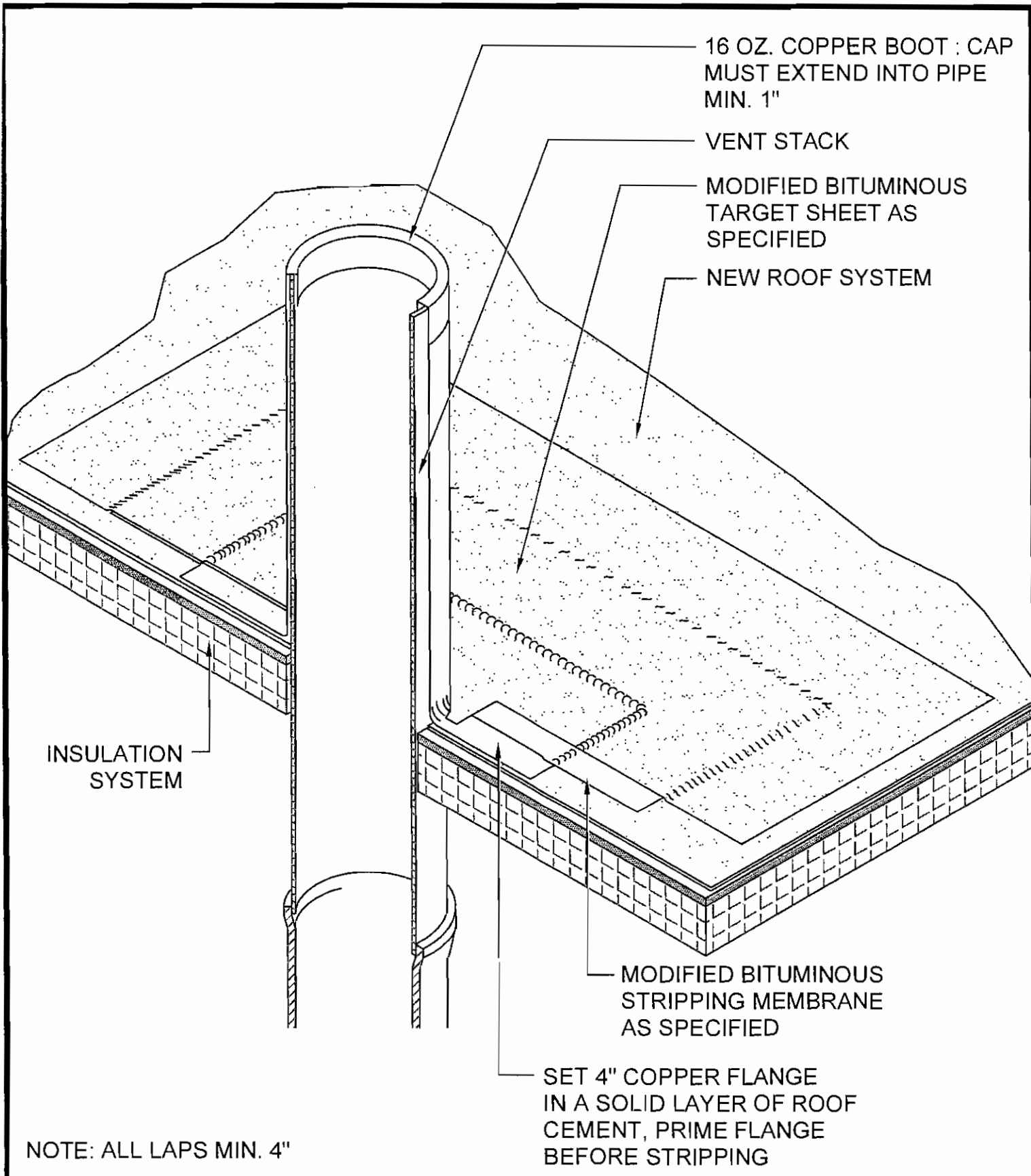
Date:
SEPTEMBER
2009

UNION COUNTY LAW ENFORCEMENT CENTER
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Monroe, North Carolina

Drawing No.:

04

2009 ROOF RENOVATION



16 OZ. COPPER BOOT : CAP
MUST EXTEND INTO PIPE
MIN. 1"

VENT STACK

MODIFIED BITUMINOUS
TARGET SHEET AS
SPECIFIED

NEW ROOF SYSTEM

INSULATION
SYSTEM

MODIFIED BITUMINOUS
STRIPPING MEMBRANE
AS SPECIFIED

SET 4" COPPER FLANGE
IN A SOLID LAYER OF ROOF
CEMENT, PRIME FLANGE
BEFORE STRIPPING

NOTE: ALL LAPS MIN. 4"

REV.	DATE	DRAFT	DESCRIPTION
	9/2	JB	ISSUED FOR BID
1			
2			
3			

NH&A has made every effort to represent the correct existing conditions with this drawing. Field adjustments may be required due to unknown existing conditions.

SOIL VENT FLASHING

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Date: SEPTEMBER 2009

UNION COUNTY LAW ENFORCEMENT CENTER
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Monroe, North Carolina

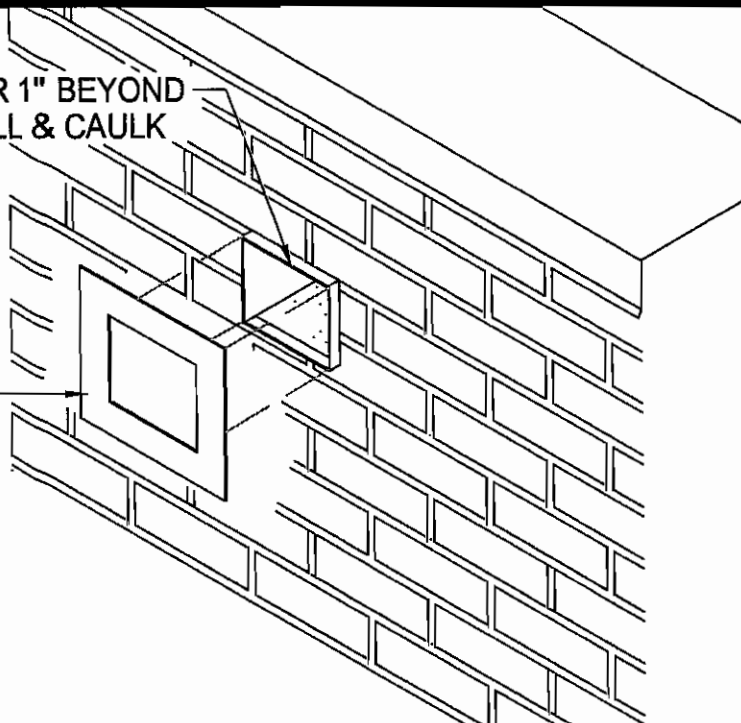
Drawing No.:

05

2009 ROOF RENOVATION

EXTEND SCUPPER 1" BEYOND
EXTERIOR WALL & CAULK

26 GA. PRE-FINISHED STEEL
SCUPPER PLATE - HEM ALL
EDGES - INSTALL W/ 1/4" X 1 1/2"
EXPANSION FASTENERS & CAULK

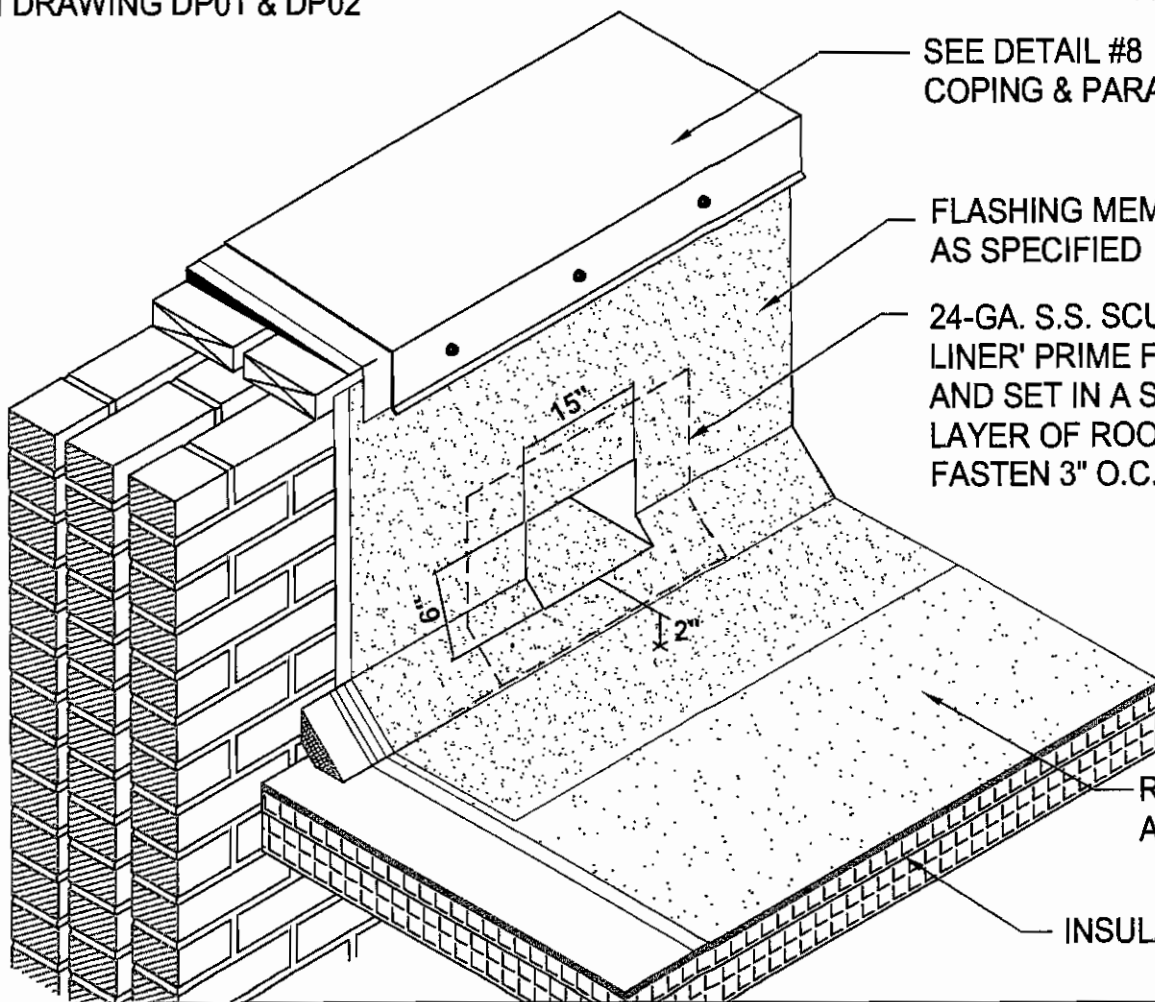


NOTE: SCUPPER SIZES SHOWN
ON DRAWING DP01 & DP02

SEE DETAIL #8
COPING & PARAPET DETAIL

FLASHING MEMBRANE
AS SPECIFIED

24-GA. S.S. SCUPPER
LINER' PRIME FLANGE
AND SET IN A SOLID
LAYER OF ROOF CEMENT;
FASTEN 3" O.C.



ROOF MEMBRANE
AS SPECIFIED

INSULATION SYSTEM

REV.	DATE	DRAFT	DESCRIPTION
	7/02	JB	ISSUED FOR BID
1			
2			
3			

NEW OVERFLOW SCUPPER DETAIL

Nelson Hall & Associates Roof Consulting Services
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Date:
SEPTEMBER
2009

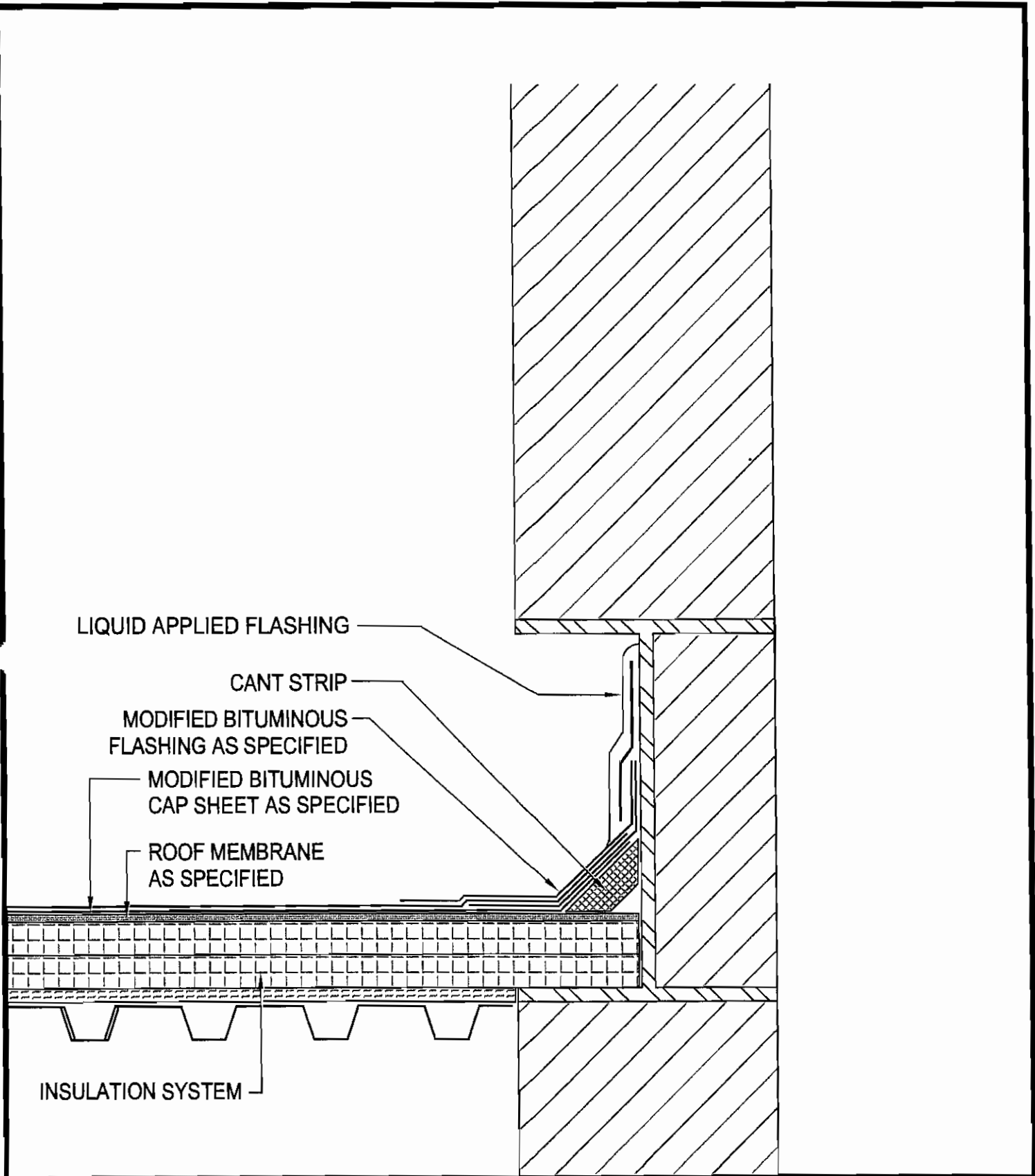
UNION COUNTY LAW ENFORCEMENT CENTER
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Monroe, North Carolina

Drawing No.:

06

NH&A has made every effort to represent the correct existing conditions with this drawing. Field adjustments may be required due to unknown existing conditions.

2009 ROOF RENOVATION



REV.	DATE	DRAFT	DESCRIPTION
	9/2	JB	ISSUED FOR BID
1			
2			
3			

FLASHING DETAIL AT STEEL BEAM

Nelson Hall & Associates Roof Consulting Services
 1001 Lancaster Ave., Monroe, NC 28112 704/282-0826 FAX 704/289-6956

Date:
 SEPTEMBER
 2009

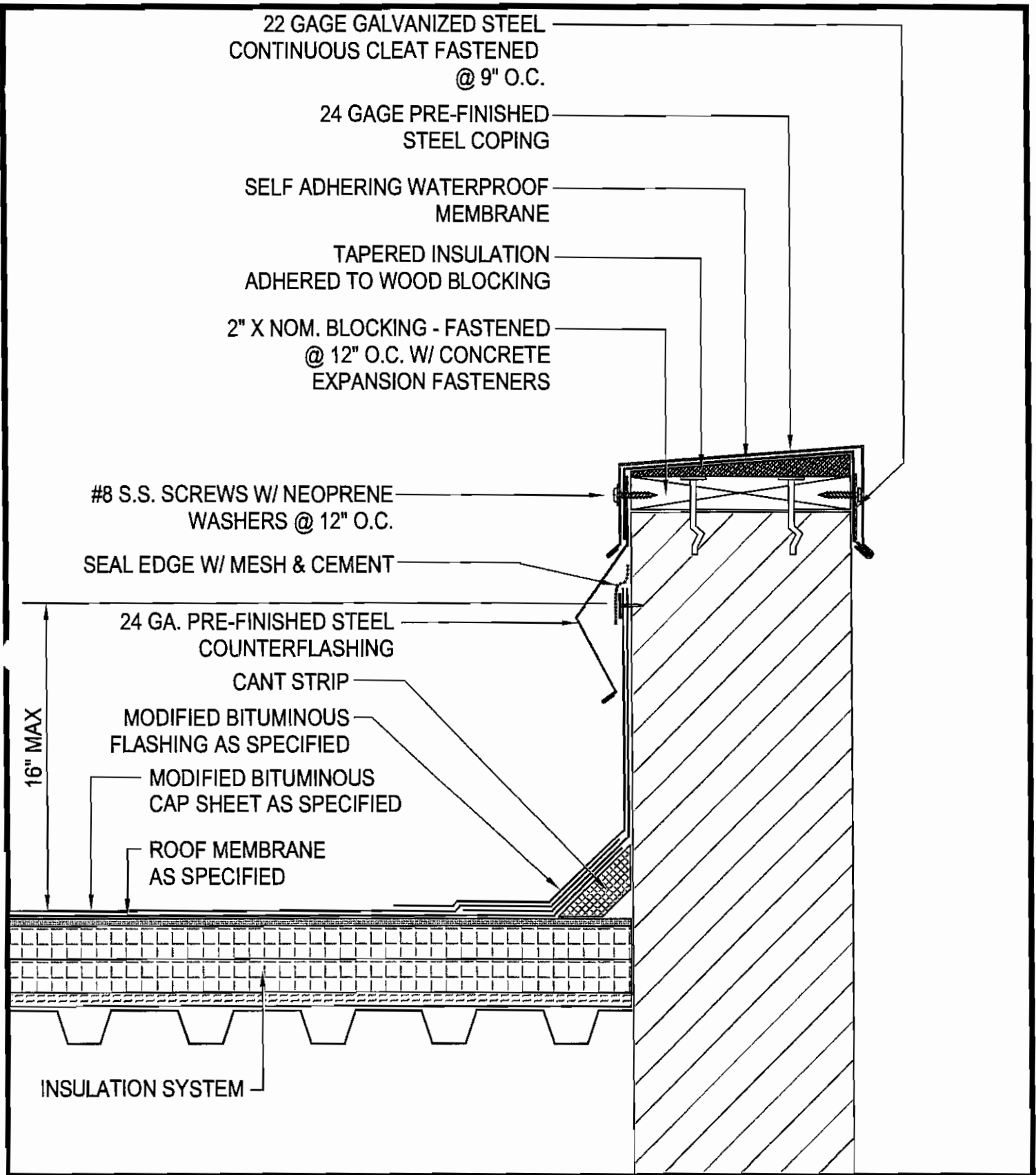
UNION COUNTY LAW ENFORCEMENT CENTER
 3344 Presson Road
 Monroe, North Carolina

Drawing No.:

07

NH&A has made every effort to represent the correct existing conditions with this drawing. Field adjustments may be required due to unknown existing conditions.

2009 ROOF RENOVATION



REV.	DATE	DRAFT	DESCRIPTION
	9/2	JB	ISSUED FOR BID
1			
2			
3			

NH&A has made every effort to represent the correct existing conditions with this drawing. Field adjustments may be required due to unknown existing conditions.

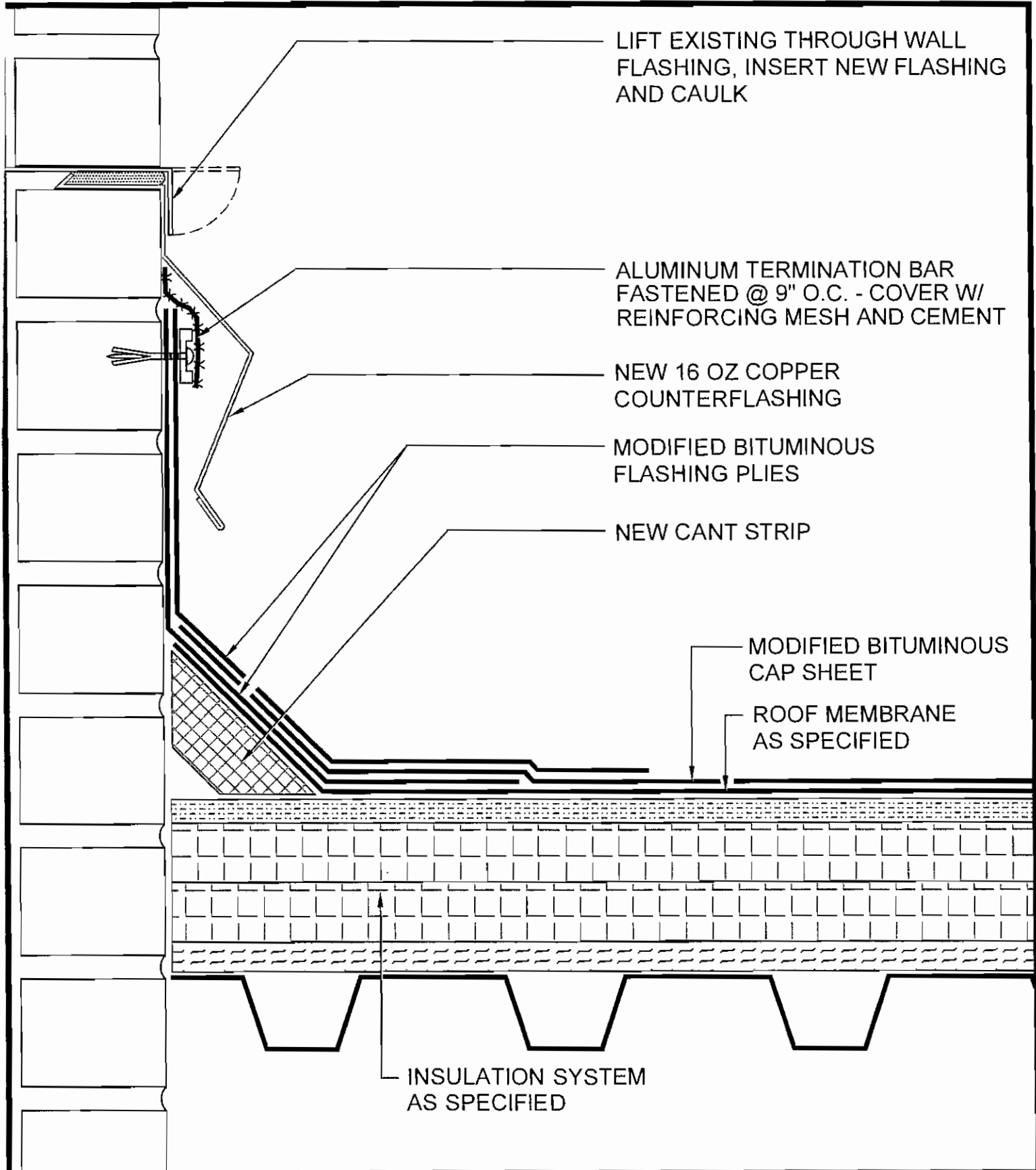
PARAPET FLASHING & COPING DETAIL

Nelson Hall & Associates Roof Consulting Services
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UNION COUNTY LAW ENFORCEMENT CENTER
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2009 ROOF RENOVATION

Date: SEPTEMBER 2009
 Drawing No.: **08**



LIFT EXISTING THROUGH WALL FLASHING, INSERT NEW FLASHING AND CAULK

ALUMINUM TERMINATION BAR FASTENED @ 9" O.C. - COVER W/ REINFORCING MESH AND CEMENT

NEW 16 OZ COPPER COUNTERFLASHING

MODIFIED BITUMINOUS FLASHING PLIES

NEW CANT STRIP

MODIFIED BITUMINOUS CAP SHEET

ROOF MEMBRANE AS SPECIFIED

INSULATION SYSTEM AS SPECIFIED

REV.	DATE	DRAFT	DESCRIPTION
	9/2	JB	ISSUED FOR BID
1			
2			
3			

NH&A has made every effort to represent the correct existing conditions with this drawing. Field adjustments may be required due to unknown existing conditions.

MASONRY ELEVATION WALL FLASHING

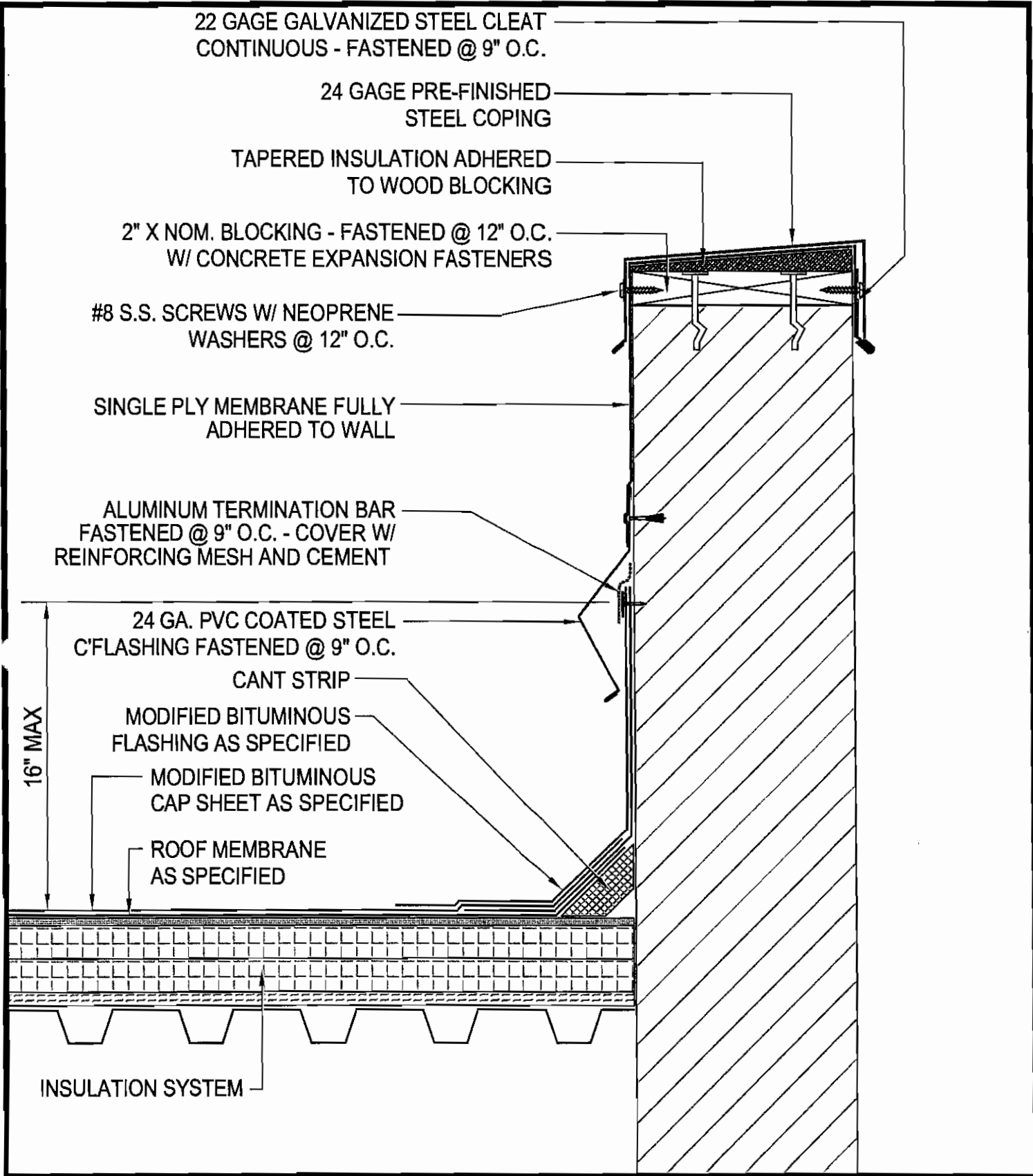
Nelson Hall & Associates Roof Consulting Services
 1001 Lancaster Ave., Monroe, NC 28112 704/282-0826 FAX 704/289-6956

Date: SEPTEMBER 2009

UNION COUNTY LAW ENFORCEMENT CENTER
 3344 Presson Road
 Monroe, North Carolina

Drawing No.: **09**

2009 ROOF RENOVATION



22 GAGE GALVANIZED STEEL CLEAT
CONTINUOUS - FASTENED @ 9" O.C.

24 GAGE PRE-FINISHED
STEEL COPING

TAPERED INSULATION ADHERED
TO WOOD BLOCKING

2" X NOM. BLOCKING - FASTENED @ 12" O.C.
W/ CONCRETE EXPANSION FASTENERS

#8 S.S. SCREWS W/ NEOPRENE
WASHERS @ 12" O.C.

SINGLE PLY MEMBRANE FULLY
ADHERED TO WALL

ALUMINUM TERMINATION BAR
FASTENED @ 9" O.C. - COVER W/
REINFORCING MESH AND CEMENT

24 GA. PVC COATED STEEL
C'FLASHING FASTENED @ 9" O.C.

CANT STRIP

MODIFIED BITUMINOUS
FLASHING AS SPECIFIED

MODIFIED BITUMINOUS
CAP SHEET AS SPECIFIED

ROOF MEMBRANE
AS SPECIFIED

16" MAX

INSULATION SYSTEM

REV.	DATE	DRAFT	DESCRIPTION
	9/2	JB	ISSUED FOR BID
1			
2			
3			

NH&A has made every effort to represent the correct existing conditions with this drawing. Field adjustments may be required due to unknown existing conditions.

HIGH FLASHING AND COPING DETAIL

Nelson Hall & Associates Roof Consulting Services
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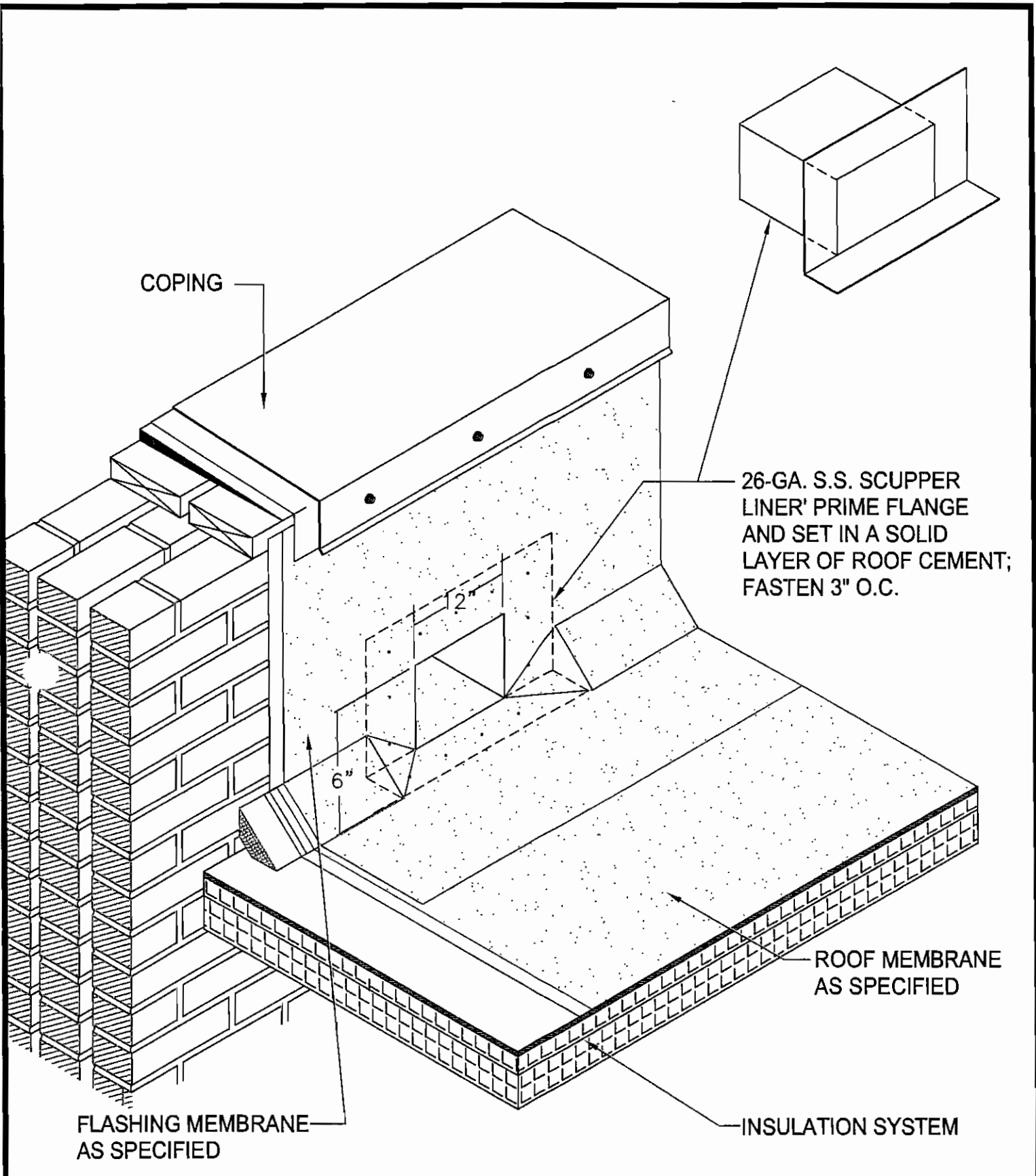
Date:
SEPTEMBER
2009

UNION COUNTY LAW ENFORCEMENT CENTER
3344 Presson Road
Monroe, North Carolina

Drawing No.:

2009 ROOF RENOVATION

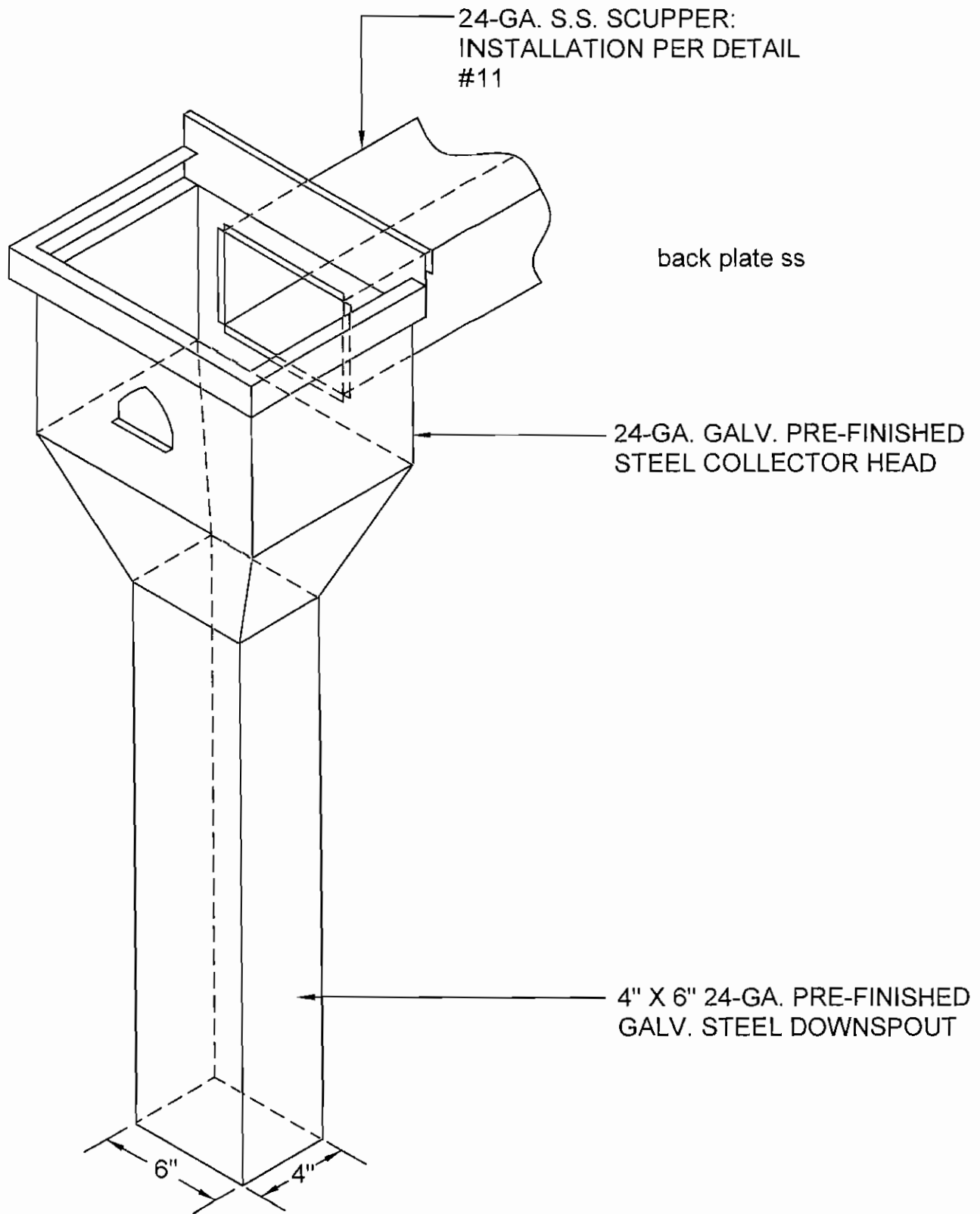
10



REV.	DATE	DRAFT	DESCRIPTION
	9/2	JB	ISSUED FOR BID
1			
2			
3			

NH&A has made every effort to represent the correct existing conditions with this drawing. Field adjustments may be required due to unknown existing conditions.

DRAIN SCUPPER DETAIL		Date: SEPTEMBER 2009
Nelson Hall & Associates Roof Consulting Services 1001 Lancaster Ave., Monroe, NC 28112 704/282-0826 FAX 704/289-6956		Drawing No.:
UNION COUNTY LAW ENFORCEMENT CENTER 3344 Presson Road Monroe, North Carolina		11
2009 ROOF RENOVATIONS		



REV.	DATE	DRAFT	DESCRIPTION
	1/2	JB	ISSUED FOR BID
1			
2			
3			

COLLECTOR HEAD & DOWN SPOUT

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Date:
 SEPTEMBER
 2009

UNION COUNTY LAW ENFORCEMENT CENTER
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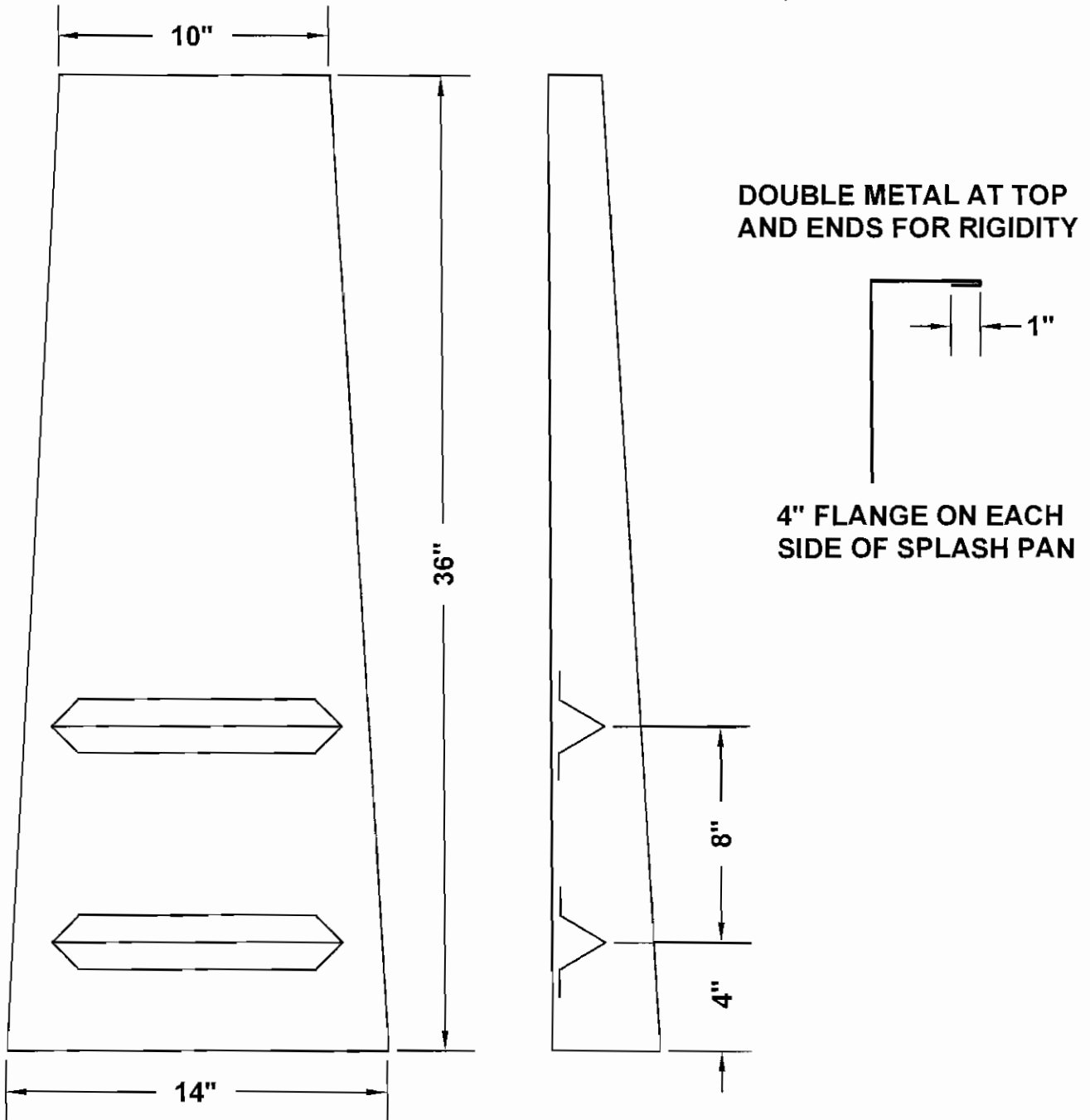
Drawing No.:

12

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2009 ROOF RENOVATIONS

SPLASH PANS TO BE FABRICATED FROM 26 GAGE STAINLESS STEEL; ADHERED TO THE ROOF MEMBRANE SURFACE IN PLASTIC ROOFING CEMENT POSITIONED DIRECTLY UNDER ALL DOWNSPOUTS EMPTYING ONTO A LOWER ROOF SYSTEM

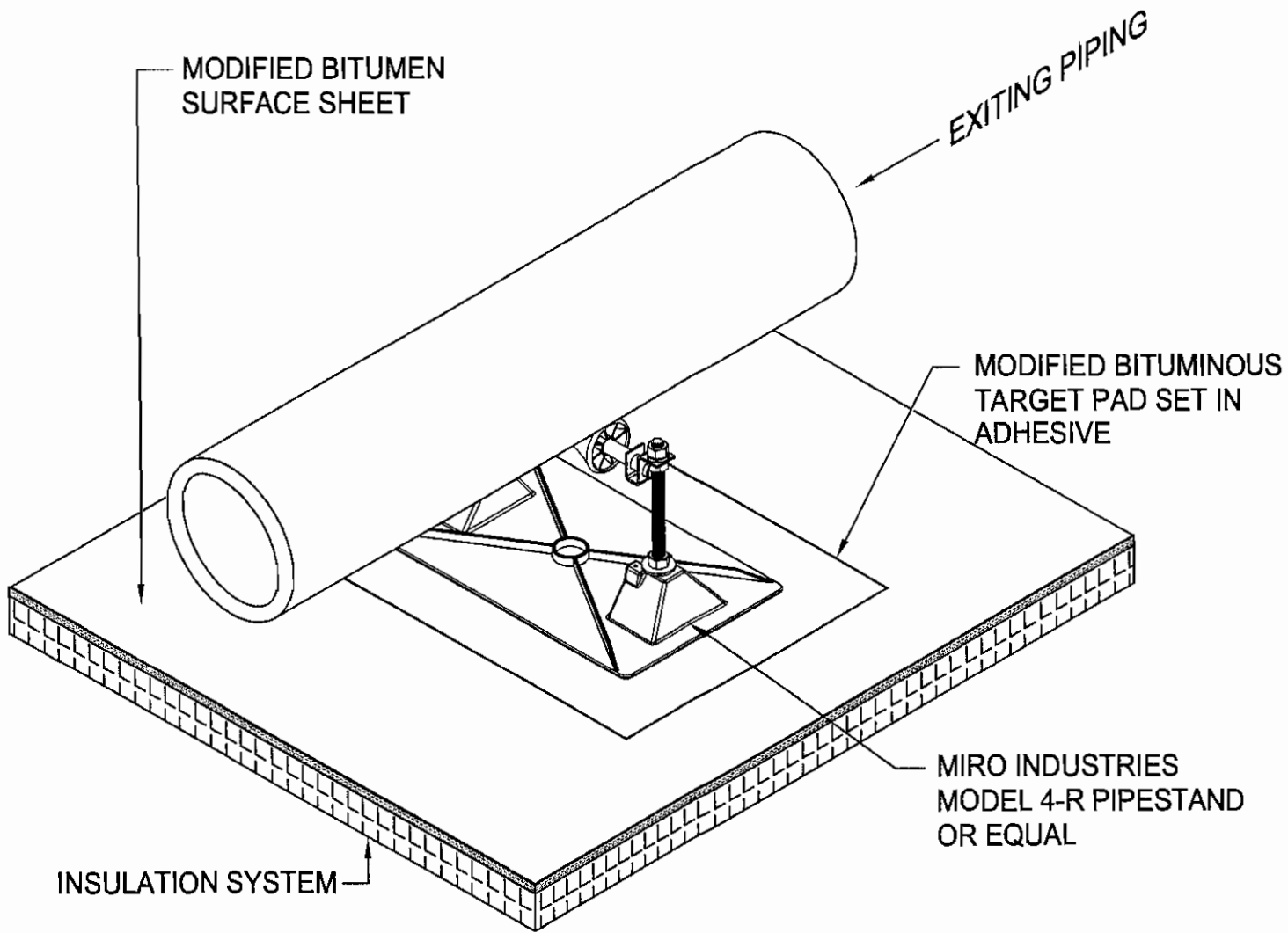


SOLDER WATER BREAKS TO PAN BASE AND CLOSE ENDS APPROX. 1" FROM PAN SIDES

REV.	DATE	DRAFT	DESCRIPTION
	9/2	JB	ISSUED FOR BID
1			
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3			

NH&A has made every effort to represent the correct existing conditions with this drawing. Field adjustments may be required due to unknown existing conditions.

SPLASH PAN DETAIL		Date: SEPTEMBER 2009
Nelson Hall & Associates Roof Consulting Services 1001 Lancaster Ave., Monroe, NC 28112 704/282-0826 FAX 704/289-6956		Drawing No.:
UNION COUNTY LAW ENFORCEMENT CENTER 3344 Presson Road Monroe, North Carolina		
2009 ROOF RENOVATIONS		13



MAXIMUM PIPE SUPPORT SPACING AS PERMITTED BY MANUFACTURER

REV.	DATE	DRAFT	DESCRIPTION
1	7/02	JB	ISSUED FOR BID
2			
3			

PIPE SUPPORT

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Date:
 SEPTEMBER
 2009

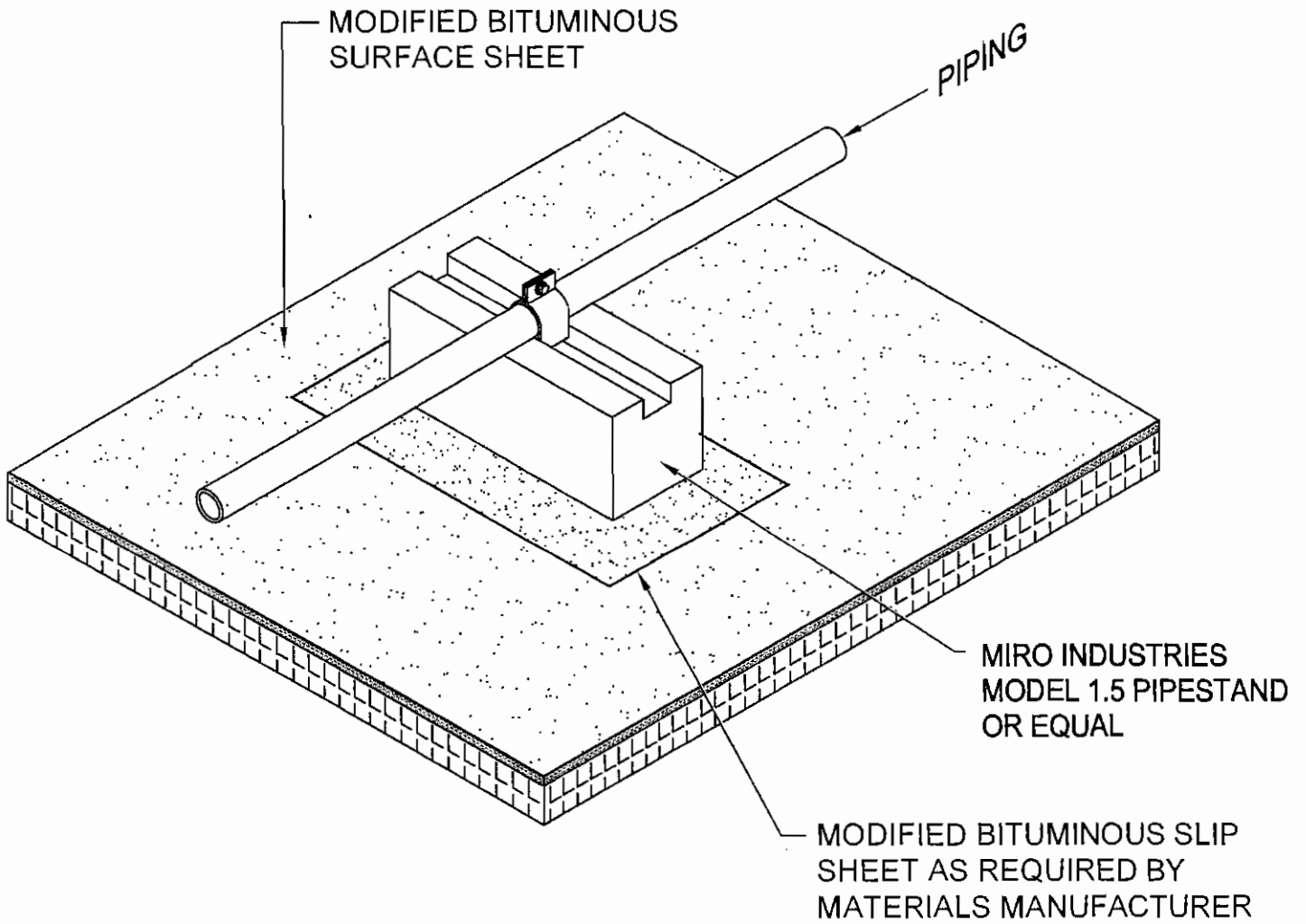
UNION COUNTY LAW ENFORCEMENT CENTER
 3344 Presson Road
 Monroe, North Carolina

Drawing No.:

14

NH&A has made every effort to represent the correct existing conditions with this drawing. Field adjustments may be required due to unknown existing conditions.

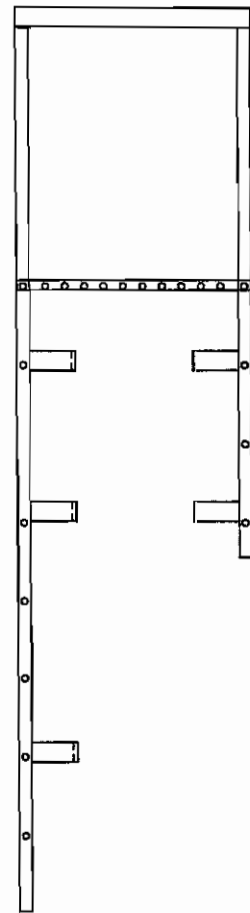
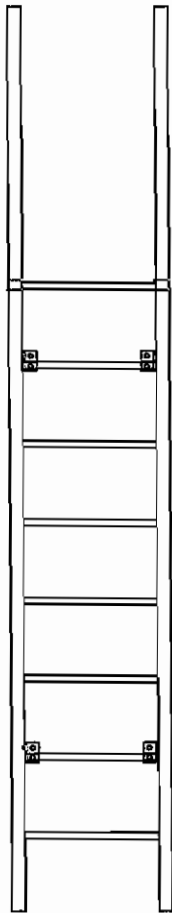
2009 ROOF RENOVATION



REV.	DATE	DRAFT	DESCRIPTION
	7/2	JB	ISSUED FOR BID
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CONDENSATE LINE MOUNT DETAIL	
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2009 ROOF RENOVATION	
Date: SEPTEMBER 2009	Drawing No.: 15



NOTES
 LADDER SHALL BE FABRICATED TO MEET ALL OSHA STANDARDS. COAT WITH ZINC CHROMATE PRIMER THEN FOLLOW WITH TWO COATS OF ENAMEL PAINT. OWNER TO CHOOSE COLOR.

REV.	DATE	DRAFT	DESCRIPTION
	7/02	JRB	ISSUED FOR BID
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CONVENIENCE LADDER DETAIL

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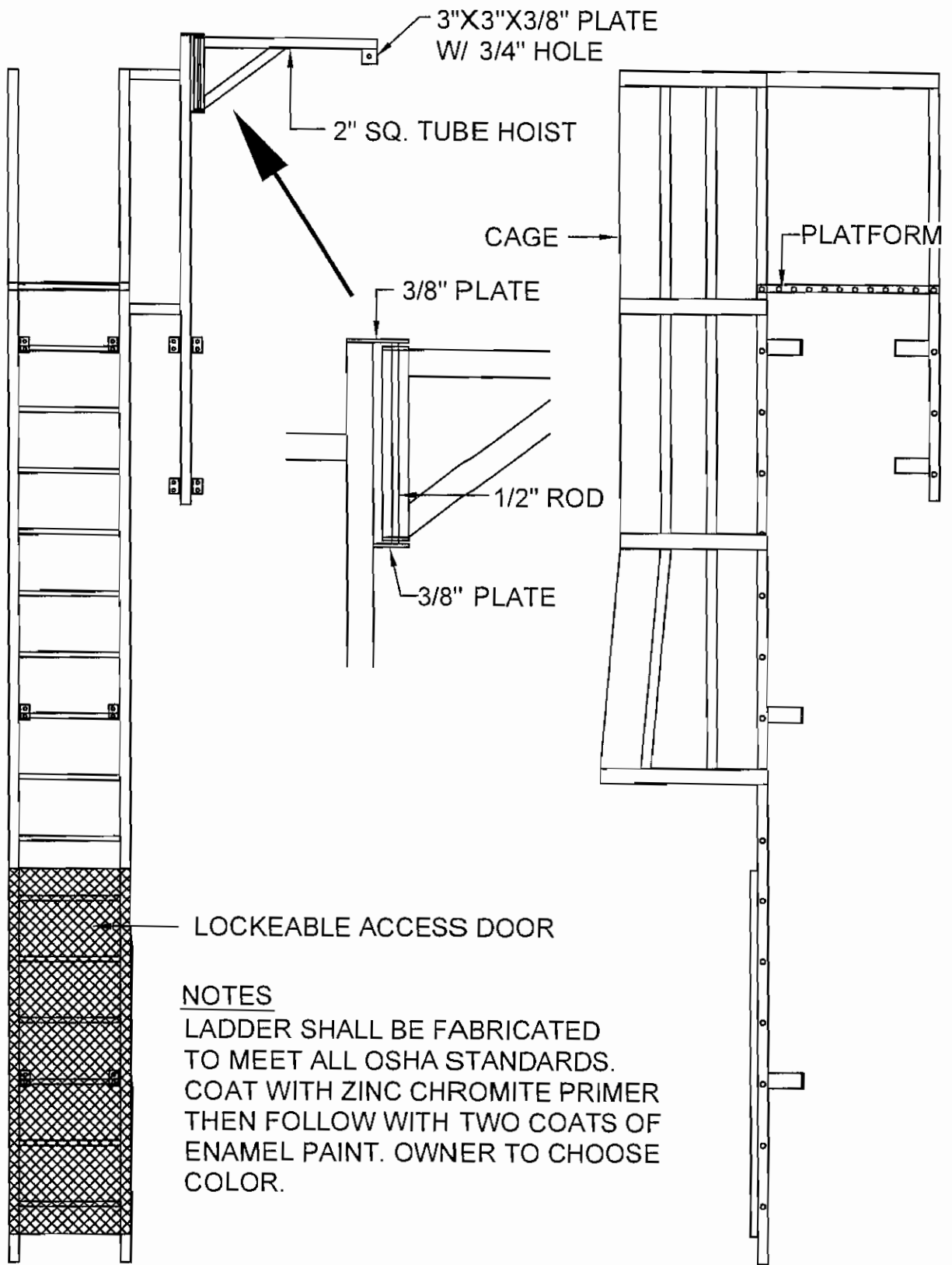
DATE
 SEPTEMBER
 2009

UNION COUNTY LAW ENFORCEMENT CENTER
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 Monroe, North Carolina

Drawing No.:

16

2009 ROOF RENOVATION



NOTES
 LADDER SHALL BE FABRICATED TO MEET ALL OSHA STANDARDS. COAT WITH ZINC CHROMITE PRIMER THEN FOLLOW WITH TWO COATS OF ENAMEL PAINT. OWNER TO CHOOSE COLOR.

REV.	DATE	DRAFT	DESCRIPTION
	1/02	JRB	ISSUED FOR BID
1			
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3			

ACCESS LADDER W/ CAGE & HOIST DETAIL

Nelson Hall & Associates Roof Consulting Services
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DATE
 SEPTEMBER
 2009

UNION COUNTY LAW ENFORCEMENT CENTER

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 Monroe, North Carolina

Drawing No.:

17

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**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 10/19/2009

Action Agenda Item No. 4/3
(Central Admin. use only)

SUBJECT: "Great Stories Club" Grant Application

DEPARTMENT: Library

PUBLIC HEARING: No

ATTACHMENT(S):

Great Stories Book Club Information
Great Stories Book Club Application
Great Stories Book Club certification

INFORMATION CONTACT:

Martie Smith

TELEPHONE NUMBERS:

704-283-8184 x222 (office)
704-242-0180 (mobile)

Please note that this is an online application form with no place for a signature. It requires online certification and submission.

Deadline for submission is
11/02/2009.

DEPARTMENT'S RECOMMENDED ACTION: On the Consent Agenda, authorize the Library Director to certify and submit the online grant application.

BACKGROUND:

One of the Library's goals is to increase services to at-risk teens. This grant program is a reading and discussion program that targets underserved, troubled teens. The program is designed to reach teens through books that are relevant to their lives. The kids are invited to read and keep the books, and to engage in a librarian-led group discussion with their peers about each title. The aim of the program is to show the teens that reading can be a source of pleasure, a tool for self-exploration and a window onto the world beyond their experience.

This grant is designed to foster partnerships between libraries and other agencies that serve troubled teens. This will be the Library's first joint programming effort with South Providence School to address the needs of the teens attending that alternative school.

FINANCIAL IMPACT: None. The American Library Association grant provides the books (11 copies of each of three titles) and the discussion guides. No local match is required.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

Great Stories CLUB Connecting Libraries, Underserved teens Books Public Programs Office PPO reading discussion eligibility guidelines



<http://www.ala.org/ala/aboutala/offices/ppo/programming/greatstories/gsceligibility.cfm>

Eligibility and guidelines for the Great Stories CLUB underserved teen reading and discussion program.

Great Stories CLUB Award Eligibility and Guidelines

About the Great Stories CLUB

The Great Stories CLUB is a reading and discussion program that targets underserved, troubled teen populations. The program reaches teens through books that are relevant to their lives, inviting them to read and keep the books, and encourages them to consider and discuss each title with a group of their peers. It seeks to show that reading can be a source of pleasure, a tool for self-exploration, and a meaningful way to connect to the wider world. Its ultimate goal is to inspire young adults who face difficult situations to take control of their lives by embracing the power of reading.

The program is built on partnerships between libraries and a variety of organizations that serve troubled teens, including juvenile justice facilities, drug rehabilitation centers, nonprofits serving teen parents, alternative high schools, agencies serving teenaged foster children, shelters serving homeless and runaway youth, and other agencies.

Eligibility

- Applications will be accepted from all types of libraries (public, school, academic and special) in the United States and its territories.
- Unless the applicant library is located within an organization that serves troubled or at-risk teens (such as an alternative high school or residential treatment facility), the library must work with a partner organization.
- All other applicant libraries must work with a partner organization that serves troubled teens in order to be considered. Possible partner organizations include but are not limited to juvenile justice facilities, drug rehabilitation centers, nonprofits serving teen parents, alternative high schools, agencies serving teenaged foster children, and shelters serving homeless and runaway youth. Please contact publicprograms@ala.org if you have a question about partner eligibility.
- Institutions that provide services to troubled teen populations are encouraged to contact their local library, and create a partnering relationship with the library as the applicant.
- Individuals and organizations other than libraries are not eligible to apply.
- Ineligible applications will not be reviewed.

- Repeat applicants, including winners, are eligible and encouraged to apply. Previous award recipients that have not submitted a final report to ALA, however, will not be considered.

Online Application

Applications for Round III will be accepted from September 1 through November 2 of 2009. View the [online application instructions](#).

Program Requirements

Libraries selected to participate in the Great Stories CLUB will be required to do the following:

- Each library must hold a minimum of three book discussion programs with participation by 6–10 teens (ages 13 and up).
- Each library will present a plan for implementing the book discussion programs (in cooperation with their program partner, if applicable).
- Up to one copy of each book may be retained for use by the book discussion leader and one copy may remain in the library collection.
- The libraries must supply the remaining books to participating teens to keep. The books will not revert to the library collection, but be a gift to the participating teens.
- The library must complete an online final program report form; for Round III winners, this form must be completed no later than June 30, 2010.

Applying for Multiple Grants

Applications will be accepted on behalf of multiple libraries and/or discussion programs. For example, an application may be submitted for:

- multiple branch libraries within a public library system, each working with an appropriate community partner;
- different programs run by the same library (each program with its own community partner)
- multiple libraries within a state or regional correctional system

To be considered, you must complete the Additional Programs portion of the online application. Successful applicants will receive one Great Stories CLUB grant (set of 33 books total) per recipient library listed. With questions about applying on behalf of multiple libraries or programs, please contact publicprograms@ala.org.

Award Details

265 libraries will be selected to receive the following:

- 33 books (11 copies of each of the three titles)
- Supplementary materials including tip sheets, discussion questions, related reading lists and additional online resources
- Access to an electronic discussion list for participating librarians

Please note: Up to 50 libraries will also be selected to receive small grants (\$100, \$150 or \$200) to

support program-related expenses. If you would like to be considered for a small grant, please complete the optional Budget Narrative area of the online application.

Selection Criteria

Applications will be evaluated based on the following criteria:

- Quality and completeness of program description (including proposed dates, information about the target audience, plans to recruit teen participants, etc.)
- Evidence of a workable and appropriate partnership (if applicable)
- Target audience need

To be considered for a small cash grant, libraries must complete the budget narrative statement within the online application. Please include how much money is being requested (\$100, \$150 or \$200), how the funds will be used, and why these uses are important to the success of your Great Stories CLUB program. Cash grants will be awarded based on need, as well as the overall contribution that funds will make to the program.

Review Process

Applications will be reviewed by a panel of librarians, in collaboration with the staff of ALA's Public Programs Office and YALSA. Only complete applications will be reviewed.

Award Notices

Libraries that apply for the Great Stories CLUB will be notified via email and/or letter regarding the success of their applications on December 7, 2009. Books and cash grants (if applicable) will be shipped by January 4, 2010.

Use of Books

Books must be distributed to participating youth to keep. One copy may be given to the book discussion leader, and one copy may remain in the library collection. In the event that program attendance is low, the library must work with their partner organization to gift any remaining books to teens. Books may not be sold or shipped back to ALA.

Reporting Requirements

Round III winners must complete a final program report form by June 30, 2010. Links to a sample final report form can be found on the [project directors resource page](#).

Award Administration Timeline

Application Deadline	Grant Notification	Book Shipping	Discussions Held	Final Report Due
Nov. 2, 2009	Dec. 7, 2009	Jan. 4, 2010	Jan. 1–May 31, 2010	June 30, 2009

Please contact publicprograms@ala.org with any questions.

- [Great Stories CLUB](#)
- [Great Stories CLUB Online Application](#)

jpeth@union.lib.nc.us | [Logout](#)



Connecting Libraries, Underserved Teens and Books

[Application Home](#)

[Contact Information](#)

[Program Description](#)

[Additional Programs \(Optional\)](#)

[Review and Submit](#)

Application Review

Please review your application. You can review your application by clicking [here](#). If you would like to change anything, please do so using the navigation links to the left. Once you are satisfied with your information, please submit your application by agreeing to the following certification and hitting the submit button below.

Authorizing Official

First name:

Last name:

Title:

By checking this box and submitting this application, the authorized representative listed above certifies that all statements contained herein are true and correct to the best of their knowledge and belief.

The applicant further certifies that all titles included in the Great Stories Club grant have been reviewed and approved for use with teen audiences, as described in the Program Description. To view a list of the titles with professional reviews, click [here](#).

Certification of Authorizing Official

If your application is complete, you can submit it by clicking the link below.

[Submit Application](#)



jpeth@union.lib.nc.us | [Logout](#)

Application Review

Primary Information

Applying Librarian

Name: Jill Peth
Title: Reader's Services Librarian
ALA Membership Number: 1028968

Library Mailing Address

Library Name: Union County Public Library
Address Line 1: 316 East Windsor Street
Address Line 2:
City: Monroe
State: NC
Zipcode: 28112
Email: jpeth@union.lib.nc.us
Telephone Number: 704-283-8184, ext. 241
Fax Number: 704-282-0657
Library Type: Public

Partner Organization Contact

Name: Lisa Holler
Title: Teacher

Email: lisa.holler@ucps.k12.nc.us

Partner Organization Information

Organization Name: South Providence School

Partner Address Line 1: 500 S Providence St

Partner Address Line 2:

Partner City: Waxhaw

Partner State: NC

Partner Zipcode: 28173

Partner Organization Type: Alternative High School

Program Description

Students from South Providence School will be the participants in the book club. They range in age from 13-18. Many come from broken homes and some from group homes. A large portion of the students receive free lunch. Many of the students are at this alternative school for discipline problems and absenteeism. The reading EOG scores are low for the school. Participation will be achieved by making the book club part of the reward system at the school. Students are rewarded for good behavior by being able to participate in various clubs. Posters will be displayed in the school and Lisa Holler and other teachers will promote it in the school. We also plan to provide refreshments. This will be the first partnership with this organization. We plan to host the book discussions on Tuesdays, February 16, March 16, and April 13, 2010. We plan to have the book clubs from 2:30-3:10 pm at the school.

Budget Narrative

Not applicable.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date:

Action Agenda Item No. 4/4
(Central Admin. use only)

SUBJECT: VETERANS DAY CELEBRATION

DEPARTMENT: VETERANS SERVICE **PUBLIC HEARING:** No

ATTACHMENT(S):
PROCLAMATIONS

INFORMATION CONTACT:
MICHELLE MARCANO

TELEPHONE NUMBERS:

704-283-3711
704-283-3807

DEPARTMENT'S RECOMMENDED ACTION: TO ADOPT PROCLAMATIONS TO BE AWARDED AT THE VETERANS DAY CELEBRATION ON NOVEMBER 7, 2009.

BACKGROUND: In October 2002, the Union County Board of Commissioners established the Patriot Award to recognize one outstanding JROTC cadet from each of the high school programs in Union County. The recipient will be selected for demonstrating a high degree of patriotism, leadership, military bearing, scholarship and general excellence. Each high school's JROTC Senior Instructor selects a cadet to receive the Patriot Award.

FINANCIAL IMPACT: Cost to frame & medallion engraving approximately \$500.00

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

NAME OF FIRE DISTRICT Allens Crossroads COUNTY Union **AGENDA ITEM**

4511
MEETING DATE 10/19/09

DISTRICT IS SERVED BY Allens Crossroads Volunteer

Mail to the N.C. Department of Insurance, Office of State Fire Marshal, 1202 Mail Service Center, Raleigh, N.C., 27699-1202

IT IS RECOMMENDED THIS REPORT BE RETURNED BY CERTIFIED MAIL

NOTE: This report must be filed out completely, must be signed and sworn to, and returned to the Insurance Commissioner **before October 31** or no later than January 31. Reports postmarked after this date are in non-compliance and the fire department will not be eligible to receive their Firefighter's Relief Fund monies.



**NORTH CAROLINA
RURAL FIRE DISTRICT
REPORT OF FIRE CONDITIONS**



As required by General Statute 58-84-46 of North Carolina, I Clerk do hereby make the following report on the Rural Fire District:
Allens Crossroads County of Union

LOCAL FIREFIGHTER'S RELIEF FUND BOARD

N.C. General Statutes 58-84-30

(This information must be provided each year)

IF DEPARTMENT DOES NOT WISH TO PARTICIPATE, PLEASE INDICATE IN THIS SECTION

Firefighter's Relief Fund Trustees appointed by Fire Department (2)

1. Mr. Bruce Aldridge 2. Mr. Ms. Gina Haney

Address 3412 Griffin Cemetary Road Address 2308 Old Pageland Marshville Road
Monroe, NC 28112 Marshville, NC 28103

Firefighter's Relief Fund Trustees appointed by County Commissioners (2)

3. Mr. Thomas Baker 4. Mr. Dwayne Cook

Address 3012 Camden Road Address 2918 Camden Road
Marshville, NC 28103 Marshville, NC 28103

Firefighter's Relief Fund Trustee appointed by the Insurance Commissioner (1)

5. Mr. Mrs. Rcnelda Baker Same as last year? Yes No
Address 3012 Camden Road
Marshville, NC 28103
If no; attach a copy of former Insurance Commissioner appointee's letter of resignation AND a copy of Fire Chief's letter of recommendation.

Select position number of Firefighter's Relief Fund Treasurer: 1 2 3 4 5

I, _____ Clerk/Finance Officer of _____ County, NC

do hereby certify that the foregoing is a true, full, and correct report of the Fire Department and fire conditions in said county, made by me as required under General Statute 58-84-46 of North Carolina.

Signature

Sworn and subscribed before me, this _____ day of _____, 20 _____

Notary Signature

[SEAL]

NOTE: This report can not be accepted unless sworn to before a Notary or other officer with Seal.

NAME OF FIRE DISTRICT Bakers COUNTY Union **AGENDA ITEM**
 # 452
 DISTRICT IS SERVED BY Bakers Volunteer **MEETING DATE** 10/19/09

Mail to the N.C. Department of Insurance, Office of State Fire Marshal, 1202 Mail Service Center, Raleigh, N.C., 27699-1202

IT IS RECOMMENDED THIS REPORT BE RETURNED BY CERTIFIED MAIL

NOTE: This report must be filed out completely, must be signed and sworn to, and returned to the Insurance Commissioner **before October 31st** or no later than January 31. Reports postmarked after this date are in non-compliance and the fire department will not be eligible to receive their Firefighter's Relief Fund monies.



**NORTH CAROLINA
 RURAL FIRE DISTRICT
 REPORT OF FIRE CONDITIONS**



As required by General Statute 58-84-46 of North Carolina, I Clerk do hereby make the following report on the Rural Fire District:
Bakers County of Union

LOCAL FIREFIGHTER'S RELIEF FUND BOARD

N.C. General Statutes 58-84-30

(This information must be provided each year)

IF DEPARTMENT DOES NOT WISH TO PARTICIPATE, PLEASE INDICATE IN THIS SECTION

Firefighter's Relief Fund Trustees appointed by Fire Department (2)

- | | |
|-----------------------------------|--|
| 1. Mr. <u>K. C. Long</u> | 2. Mr. <u>Tommy Neal Secrest</u> |
| Address <u>2930 Goldmine Road</u> | Address <u>4701 Secrest Shortcut Rd.</u> |
| <u>Monroe, NC 28110</u> | <u>Monroe, NC 2810</u> |

Firefighter's Relief Fund Trustees appointed by County Commissioners (2)

- | | |
|---|---------------------------------|
| 3. Mr. <u>B. Ivan Secrest</u> | 4. Mr. <u>William T. McCain</u> |
| Address <u>3501 Rocky River Rd. North</u> | Address <u>2011 Shady Lane</u> |
| <u>Monroe, NC 28110</u> | <u>Monroe, NC 28110</u> |

Firefighter's Relief Fund Trustee appointed by the Insurance Commissioner (1)

5. Mr. Paul Jorgenson Same as last year? Yes No
 Address 216 Wesley Woods Rd.
Monroe, NC 28110
 If no; attach a copy of former Insurance Commissioner appointee's letter of resignation AND a copy of Fire Chief's letter of recommendation.

Select position number of Firefighter's Relief Fund Treasurer: 1 2 3 4 5

I, _____ Clerk/Finance Officer of _____ County, NC

do hereby certify that the foregoing is a true, full, and correct report of the Fire Department and fire conditions in said county, made by me as required under General Statute 58-84-46 of North Carolina.

 Signature

Sworn and subscribed before me, this _____ day of _____, 20____

 Notary Signature

[SEAL]

NOTE: This report can not be accepted unless sworn to before a Notary or other officer with Seal.

NAME OF FIRE DISTRICT Beaver Lane / Marshville COUNTY Union **AGENDA ITEM**
 # 4/5/3
 DISTRICT IS SERVED BY Beaver Lane Volunteer Rescue and Fire Department Inc. MEETING DATE 10/19/09

Mail to the N.C. Department of Insurance, Office of State Fire Marshal, 1202 Mail Service Center, Raleigh, N.C., 27699-1202
IT IS RECOMMENDED THIS REPORT BE RETURNED BY CERTIFIED MAIL
NOTE: This report must be filed out completely, must be signed and sworn to, and returned to the Insurance Commissioner **before October 31**, or no later than January 31. Reports postmarked after this date are in non-compliance and the fire department will not be eligible to receive their Firefighter's Relief Fund monies.



**NORTH CAROLINA
 RURAL FIRE DISTRICT
 REPORT OF FIRE CONDITIONS**



As required by General Statute 58-84-46 of North Carolina, I Clerk do hereby make the following report on the Rural Fire District:
Beaver Lane, Marshville County of Union

LOCAL FIREFIGHTER'S RELIEF FUND BOARD

N.C. General Statutes 58-84-30

(This information must be provided each year)

IF DEPARTMENT DOES NOT WISH TO PARTICIPATE, PLEASE INDICATE IN THIS SECTION

Firefighter's Relief Fund Trustees appointed by Fire Department (2)

- | | |
|--|-----------------------------------|
| 1. Mr. <u>Chris Griffin</u> | 2. Mr. <u>Tom Hooker</u> |
| Address <u>6315 Austin Grove Church Road</u> | Address <u>728 Landsford Road</u> |
| <u>Marshville, NC 28103</u> | <u>Marshville, NC 28103</u> |

Firefighter's Relief Fund Trustees appointed by County Commissioners (2)

- | | |
|-----------------------------------|-----------------------------------|
| 3. Mr. <u>Baxter Jordan</u> | 4. Mr. <u>Mrs. Shelly Maness</u> |
| Address <u>931 Old Highway 74</u> | Address <u>201 W. Main Street</u> |
| <u>Marshville, NC 28103</u> | <u>Marshville, NC 28103</u> |

Firefighter's Relief Fund Trustee appointed by the Insurance Commissioner (1)

5. Mr. Jimmy Helms Same as last year? Yes No
 Address 907 Forest Drive
Marshville, NC 28103
 If no; attach a copy of former Insurance Commissioner appointee's letter of resignation AND a copy of Fire Chief's letter of recommendation.

Select position number of Firefighter's Relief Fund Treasurer: 1 2 3 4 5

I, _____ Clerk/Finance Officer of _____ County, NC
 do hereby certify that the foregoing is a true, full, and correct report of the Fire Department and fire conditions in said county, made by me as required under General Statute 58-84-46 of North Carolina.

Signature

Sworn and subscribed before me, this _____ day of _____, 20____

Notary Signature

[SEAL]

NOTE: This report can not be accepted unless sworn to before a Notary or other officer with Seal.



BEAVER LANE VOL. RESCUE & FIRE DEPT.

310 OLIVE BRANCH STREET
POST OFFICE BOX 397
MARSHVILLE, NORTH CAROLINA 28103
PHONE: 704-624-5550 :: FAX: 704-624-2610



October 14, 2009

Union County Fire Service

At the Beaver Lane squad meeting on October 13, 2009, a motion was made by Baxter Jordan and seconded by Scott Kimrey to replace Harold James's position on the Firemen's Relief Fund Board with Tom Hooker. The motion was voted on and passed.

Chris Griffin
Chief

NAME OF FIRE DISTRICT Fairview Fire & Rescue COUNTY Union **AGENDA ITEM**

DISTRICT IS SERVED BY Fairview Fire & Rescue

4/5/4

MEETING DATE 10/19/09

Mail to the N.C. Department of Insurance, Office of State Fire Marshal, 1202 Mail Service Center, Raleigh, N.C., 27699-1202

IT IS RECOMMENDED THIS REPORT BE RETURNED BY CERTIFIED MAIL

NOTE: This report must be filed out completely, must be signed and sworn to, and returned to the Insurance Commissioner **before October 31st** or no later than January 31. Reports postmarked after this date are in non-compliance and the fire department will not be eligible to receive their Firefighter's Relief Fund monies.



**NORTH CAROLINA
RURAL FIRE DISTRICT
REPORT OF FIRE CONDITIONS**



As required by General Statute 58-84-46 of North Carolina, I Clerk do hereby make the following report on the Rural Fire District:
Fairview Fire & Rescue County of Union

LOCAL FIREFIGHTER'S RELIEF FUND BOARD

N.C. General Statutes 58-84-30

(This information must be provided each year)

IF DEPARTMENT DOES NOT WISH TO PARTICIPATE, PLEASE INDICATE IN THIS SECTION

Firefighter's Relief Fund Trustees appointed by Fire Department (2)

1. Mr. Kenneth W. Reid 2. Mr. Bradley W. Purser

Address 8910 Mill Grove Road Address 210 Old Dutch Road West

Indian Trail, NC 28079 Indian Trail, NC 28079

Firefighter's Relief Fund Trustees appointed by County Commissioners (2)

3. Mr. Brian C. Austin 4. Mr. Jody Mills

Address 9909 Mill Grove Road Address 6952 Concord Hwy

Indian Trail, NC 28079 Monroe, NC 28110

Firefighter's Relief Fund Trustee appointed by the Insurance Commissioner (1)

5. Mr. Dennis Rushing Same as last year? Yes No

Address 7913 St. Timothy Road If no; attach a copy of former Insurance Commissioner

Marshville, NC 28103 appointee's letter of resignation AND a copy of Fire Chief's letter of recommendation.

Select position number of Firefighter's Relief Fund Treasurer: 1 2 3 4 5

I, _____ Clerk/Finance Officer of _____ County, NC

do hereby certify that the foregoing is a true, full, and correct report of the Fire Department and fire conditions in said county, made by me as required under General Statute 58-84-46 of North Carolina.

Signature

Sworn and subscribed before me, this _____ day of _____, 20____

Notary Signature

[SEAL]

NOTE: This report can not be accepted unless sworn to before a Notary or other officer with Seal.

Fairview Fire and Rescue

Fireman's Relief Fund

Brian Austin called the meeting to order.

A discussion was held on the officer positions. After a brief discussion, Bradley Purser made a motion to elect Brian Austin as chairman. Dennis Rushing seconded the motion. The motion passed unanimously.

Bradley Purser made a motion to elect Jody Mills as secretary / Treasurer, and Dennis Rushing would co-treasurer. Dennis Rushing seconded it. The motion passed unanimously.

NAME OF FIRE DISTRICT Griffith Road VFD COUNTY Union AGENDA ITEM _____

DISTRICT IS SERVED BY Griffith Road VFD

4/5/5
MEETING DATE 10/19/09

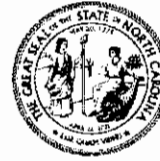
Mail to the N.C. Department of Insurance, Office of State Fire Marshal, 1202 Mail Service Center, Raleigh, N.C., 27699-1202

IT IS RECOMMENDED THIS REPORT BE RETURNED BY CERTIFIED MAIL

NOTE: This report must be filed out completely, must be signed and sworn to, and returned to the Insurance Commissioner **before October 31st** or no later than January 31. Reports postmarked after this date are in non-compliance and the fire department will not be eligible to receive their Firefighter's Relief Fund monies.



**NORTH CAROLINA
RURAL FIRE DISTRICT
REPORT OF FIRE CONDITIONS**



As required by General Statute 58-84-46 of North Carolina, I Clerk do hereby make the following report on the Rural Fire District:
Griffith Road VFD County of Union

LOCAL FIREFIGHTER'S RELIEF FUND BOARD

N.C. General Statutes 58-84-30

(This information must be provided each year)

IF DEPARTMENT DOES NOT WISH TO PARTICIPATE, PLEASE INDICATE IN THIS SECTION

Firefighter's Relief Fund Trustees appointed by Fire Department (2)

1. Mr. <u>Ron Richardson</u>	2. Mr. <u>Alex Helms</u>
Address <u>3310 Griffith Road</u>	Address <u>2406 Dellwood Dr</u>
<u>Monroe, NC 28112</u>	<u>Monroe, NC 28112</u>

Firefighter's Relief Fund Trustees appointed by County Commissioners (2)

3. Mr. <u>Steve Brooks</u>	4. Mr. <u>David Fuss</u>
Address <u>3512 Plyler Mill Road</u>	Address <u>1507 Helms Short Cut</u>
<u>Monroe, NC 28112</u>	<u>Monroe, NC 28112</u>

Firefighter's Relief Fund Trustee appointed by the Insurance Commissioner (1)

5. Mr. Johnny Norris Same as last year? Yes No

Address 605 Heatherwood Drive

Monroe, NC 28112

If no; attach a copy of former Insurance Commissioner appointee's letter of resignation AND a copy of Fire Chief's letter of recommendation.

Select position number of Firefighter's Relief Fund Treasurer: 1 2 3 4 5

I, _____ Clerk/Finance Officer of _____ County, NC

do hereby certify that the foregoing is a true, full, and correct report of the Fire Department and fire conditions in said county, made by me as required under General Statute 58-84-46 of North Carolina.

Signature

Sworn and subscribed before me, this _____ day of _____, 20 _____

Notary Signature

[SEAL]

NOTE: This report can not be accepted unless sworn to before a Notary or other officer with Seal.

NAME OF FIRE DISTRICT Hemby Bridge COUNTY Union AGENDA ITEM

456
MEETING DATE 10/19/09

DISTRICT IS SERVED BY Hemby Bridge

Mail to the N.C. Department of Insurance, Office of State Fire Marshal, 1202 Mail Service Center, Raleigh, N.C., 27699-1202

IT IS RECOMMENDED THIS REPORT BE RETURNED BY CERTIFIED MAIL

NOTE: This report must be filed out completely, must be signed and sworn to, and returned to the Insurance Commissioner **before October 31st** or no later than January 31. Reports postmarked after this date are in non-compliance and the fire department will not be eligible to receive their Firefighter's Relief Fund monies.



**NORTH CAROLINA
RURAL FIRE DISTRICT
REPORT OF FIRE CONDITIONS**



As required by General Statute 58-84-46 of North Carolina, I Clerk do hereby make the following report on the Rural Fire District:
Hemby Bridge County of Union

LOCAL FIREFIGHTER'S RELIEF FUND BOARD
N.C. General Statutes 58-84-30

(This information must be provided each year)
IF DEPARTMENT DOES NOT WISH TO PARTICIPATE, PLEASE INDICATE IN THIS SECTION

Firefighter's Relief Fund Trustees appointed by Fire Department (2)

- | | |
|-----------------------------------|---------------------------------|
| 1. Mr. <u>Chris Yates</u> | 2. Mr. <u>Dennis Hawkins</u> |
| Address <u>8202 Red Latern Rd</u> | Address <u>6036 Sapwood Ct.</u> |
| <u>Indian Trail, NC 28079</u> | <u>Matthews, NC 28104</u> |

Firefighter's Relief Fund Trustees appointed by County Commissioners (2)

- | | |
|----------------------------------|--|
| 3. Mr. <u>Kevin Tiee</u> | 4. Mr. <u>Paul Ramsey</u> |
| Address <u>4923 Alexis Drive</u> | Address <u>6808 Brookgreen Terrace</u> |
| <u>Indian Trail, NC 28079</u> | <u>Matthews, NC 28104</u> |

Firefighter's Relief Fund Trustee appointed by the Insurance Commissioner (1)

5. Mr. Ed Crowell Same as last year? Yes No
- Address 6916 Stevens Mill Rd
Matthews, NC 28104
- If no; attach a copy of former Insurance Commissioner appointee's letter of resignation AND a copy of Fire Chief's letter of recommendation.

Select position number of Firefighter's Relief Fund Treasurer: 1 2 3 4 5

I, _____ Clerk/Finance Officer of _____ County, NC
do hereby certify that the foregoing is a true, full, and correct report of the Fire Department and fire conditions in said county, made by me as required under General Statute 58-84-46 of North Carolina.

Signature

Sworn and subscribed before me, this _____ day of _____, 20 _____

Notary Signature

[SEAL]

NOTE: This report can not be accepted unless sworn to before a Notary or other officer with Seal.

NAME OF FIRE DISTRICT Jackson Community Vol. Fire & Rescue Inc. COUNTY Union AGENDA ITEM

DISTRICT IS SERVED BY Jackson Community Vol. Fire & Rescue Inc.

4519
MEETING DATE 10/19/09

Mail to the N.C. Department of Insurance, Office of State Fire Marshal, 1202 Mail Service Center, Raleigh, N.C., 27699-1202

IT IS RECOMMENDED THIS REPORT BE RETURNED BY CERTIFIED MAIL

NOTE: This report must be filed out completely, must be signed and sworn to, and returned to the Insurance Commissioner **before October 31st** or no later than January 31. Reports postmarked after this date are in non-compliance and the fire department will not be eligible to receive their Firefighter's Relief Fund monies.



**NORTH CAROLINA
RURAL FIRE DISTRICT
REPORT OF FIRE CONDITIONS**



As required by General Statute 58-84-46 of North Carolina, I Clerk do hereby make the following report on the Rural Fire District:
Jackson Comm. Vol. Fire & Reseue Inc. County of Union

LOCAL FIREFIGHTER'S RELIEF FUND BOARD

N.C. General Statutes 58-84-30

(This information must be provided each year)

IF DEPARTMENT DOES NOT WISH TO PARTICIPATE, PLEASE INDICATE IN THIS SECTION

Firefighter's Relief Fund Trustees appointed by Fire Department (2)

- | | |
|------------------------------------|--------------------------------|
| 1. Mr. <u>Johnny Cook</u> | 2. Mr. <u>Jim Brady</u> |
| Address <u>10520 Lancaster Hwy</u> | Address <u>6608 Brady Road</u> |
| <u>Waxhaw, NC 28173</u> | <u>Waxhaw, NC 28173</u> |

Firefighter's Relief Fund Trustees appointed by County Commissioners (2)

- | | |
|--------------------------------------|--|
| 3. Mr. <u>Albert Starnes</u> | 4. Mr. <u>T. C. Carter</u> |
| Address <u>7316 Providence Rd. S</u> | Address <u>8312 Providence Rd. South</u> |
| <u>Waxhaw, NC 28173</u> | <u>Waxhaw, NC 28173</u> |

Firefighter's Relief Fund Trustee appointed by the Insurance Commissioner (1)

5. Mr. Read Tull Same as last year? Yes No
- Address 7201 Massey Road If no; attach a copy of former Insurance Commissioner appointee's letter of resignation AND a copy of Fire Chief's letter of recommendation.
- Waxhaw, NC 28173

Select position number of Firefighter's Relief Fund Treasurer: 1 2 3 4 5

I, _____ Clerk/Finance Officer of _____ County, NC do hereby certify that the foregoing is a true, full, and correct report of the Fire Department and fire conditions in said county, made by me as required under General Statute 58-84-46 of North Carolina.

Signature

Sworn and subscribed before me, this _____ day of _____, 20_____

Notary Signature

[SEAL]

NOTE: This report can not be accepted unless sworn to before a Notary or other officer with Seal.

NAME OF FIRE DISTRICT Lanes Creek Volunteer Fire Dept. COUNTY Union **AGENDA ITEM**
 # 458
 DISTRICT IS SERVED BY Lanes Creek Volunteer Fire Dept. MEETING DATE 10/19/09

Mail to the N.C. Department of Insurance, Office of State Fire Marshal, 1202 Mail Service Center, Raleigh, N.C., 27699-1202

IT IS RECOMMENDED THIS REPORT BE RETURNED BY CERTIFIED MAIL

NOTE: This report must be filed out completely, must be signed and sworn to, and returned to the Insurance Commissioner **before October 31st** or no later than January 31. Reports postmarked after this date are in non-compliance and the fire department will not be eligible to receive their Firefighter's Relief Fund monies.



**NORTH CAROLINA
 RURAL FIRE DISTRICT
 REPORT OF FIRE CONDITIONS**



As required by General Statute 58-84-46 of North Carolina, I Clerk do hereby make the following report on the Rural Fire District:
Lanes Creek Volunteer Fire Dept. County of Union

LOCAL FIREFIGHTER'S RELIEF FUND BOARD

N.C. General Statutes 58-84-30

(This information must be provided each year)

IF DEPARTMENT DOES NOT WISH TO PARTICIPATE, PLEASE INDICATE IN THIS SECTION

Firefighter's Relief Fund Trustees appointed by Fire Department (2)

- | | |
|--|-----------------------------------|
| 1. Mr. <u>Robert Sweatt</u> | 2. Mr. <u>Chris Tucker</u> |
| Address <u>6723 Old Pageland Marshville Rd</u> | Address <u>4729 Smith Town Rd</u> |
| <u>Marshville, NC 28103</u> | <u>Marshville, NC 28103</u> |

Firefighter's Relief Fund Trustees appointed by County Commissioners (2)

- | | |
|------------------------------------|-------------------------------------|
| 3. Mr. <u>Jackie Price</u> | 4. Mr. <u>Shirleen Tucker</u> |
| Address <u>4707 Stateline Road</u> | Address <u>4729 Smith Town Road</u> |
| <u>Marshville, NC 28103</u> | <u>Marshville, NC 28103</u> |

Firefighter's Relief Fund Trustee appointed by the Insurance Commissioner (1)

5. Ms. Rhonda Sweatt Same as last year? Yes No
 Address 6723 Old Pageland Marshville Rd
Marshville, NC 28103
 If no; attach a copy of former Insurance Commissioner appointee's letter of resignation AND a copy of Fire Chief's letter of recommendation.

Select position number of Firefighter's Relief Fund Treasurer: 1 2 3 4 5

I, _____ Clerk/Finance Officer of _____ County, NC
 do hereby certify that the foregoing is a true, full, and correct report of the Fire Department and fire conditions in said county, made by me as required under General Statute 58-84-46 of North Carolina.

Signature

Sworn and subscribed before me, this _____ day of _____, 20_____

Notary Signature

[SEAL]

NOTE: This report can not be accepted unless sworn to before a Notary or other officer with Seal.

NAME OF FIRE DISTRICT Mineral Springs Vol. Fire & Rescue COUNTY Union **AGENDA ITEM**

459

DISTRICT IS SERVED BY Mineral Springs Vol. Fire & Rescue, Inc.

MEETING DATE 10/19/09

Mail to the N.C. Department of Insurance, Office of State Fire Marshal, 1202 Mail Service Center, Raleigh, N.C., 27699-1202

IT IS RECOMMENDED THIS REPORT BE RETURNED BY CERTIFIED MAIL

NOTE: This report must be filed out completely, must be signed and sworn to, and returned to the Insurance Commissioner **before October 31**, or no later than January 31. Reports postmarked after this date are in non-compliance and the fire department will not be eligible to receive their Firefighter's Relief Fund monies.



**NORTH CAROLINA
RURAL FIRE DISTRICT
REPORT OF FIRE CONDITIONS**



As required by General Statute 58-84-46 of North Carolina, I Clerk do hereby make the following report on the Rural Fire District:
Mineral Springs Vol. Fire & Rescue County of Union

LOCAL FIREFIGHTER'S RELIEF FUND BOARD

N.C. General Statutes 58-84-30

(This information must be provided each year)

IF DEPARTMENT DOES NOT WISH TO PARTICIPATE, PLEASE INDICATE IN THIS SECTION

Firefighter's Relief Fund Trustees appointed by Fire Department (2)

- | | |
|---|-----------------------------------|
| 1. Mr. <u>Phil Lemmonds</u> | 2. Mr. <u>Ralph W. Helms, Jr.</u> |
| Address <u>4310 Western Union School Rd</u> | Address <u>2816 Tara Drive</u> |
| <u>Waxhaw, NC 28173</u> | <u>Monroe, NC 28112</u> |

Firefighter's Relief Fund Trustees appointed by County Commissioners (2)

- | | |
|--------------------------------------|--|
| 3. Mr. <u>Robert Belk</u> | 4. Mr. <u>Tony Belk</u> |
| Address <u>1818 Turtlewood Drive</u> | Address <u>4620 Old Waxhaw Monroe Rd</u> |
| <u>Waxhaw, NC 28173</u> | <u>Monroe, NC 28112</u> |

Firefighter's Relief Fund Trustee appointed by the Insurance Commissioner (1)

5. Mr. William Starnes Same as last year? Yes No
- Address P. O. Box 26 If no; attach a copy of former Insurance Commissioner appointee's letter of resignation AND a copy of Fire Chief's letter of recommendation.
- Mineral Springs, NC 28108

Select position number of Firefighter's Relief Fund Treasurer: 1 2 3 4 5

I, _____ Clerk/Finance Officer of _____ County, NC

do hereby certify that the foregoing is a true, full, and correct report of the Fire Department and fire conditions in said county, made by me as required under General Statute 58-84-46 of North Carolina.

Signature

Sworn and subscribed before me, this _____ day of _____, 20____

Notary Signature

[SEAL]

NOTE: This report can not be accepted unless sworn to before a Notary or other officer with Seal.

NAME OF FIRE DISTRICT New Salem COUNTY Union

AGENDA ITEM

DISTRICT IS SERVED BY New Salem

4/5/10

Mail to the N.C. Department of Insurance, Office of State Fire Marshal, 1202 Mail Service Center, Raleigh, NC 27601-2002 MEETING DATE 10/9/09

IT IS RECOMMENDED THIS REPORT BE RETURNED BY CERTIFIED MAIL

NOTE: This report must be filed out completely, must be signed and sworn to, and returned to the Insurance Commissioner **before October 31st** or no later than January 31. Reports postmarked after this date are in non-compliance and the fire department will not be eligible to receive their Firefighter's Relief Fund monies.



**NORTH CAROLINA
RURAL FIRE DISTRICT
REPORT OF FIRE CONDITIONS**



As required by General Statute 58-84-46 of North Carolina, I Clerk do hereby make the following report on the Rural Fire District:
New Salem County of Union

LOCAL FIREFIGHTER'S RELIEF FUND BOARD

N.C. General Statutes 58-84-30

(This information must be provided each year)

IF DEPARTMENT DOES NOT WISH TO PARTICIPATE, PLEASE INDICATE IN THIS SECTION

Firefighter's Relief Fund Trustees appointed by Fire Department (2)

1. Mr. Philip G. Williams 2. Mr. Devin C. Baucom

Address 6918 New Salem Rd. Address 6601 Sugar & Wine Rd.

Marshville, NC 28103 Monroc, NC 28110

Firefighter's Relief Fund Trustees appointed by County Commissioners (2)

3. Mr. Larry R. Clontz 4. Mr. Garry S. Moore

Address 4307 E. Hwy. 218 Address 6504 E. Hwy. 218

Monroe, NC 28110 Marshville, NC 28103

Firefighter's Relief Fund Trustee appointed by the Insurance Commissioner (1)

5. Mr. William F. Robinson Same as last year? Yes No

Address 5709 Little Staton Rd If no; attach a copy of former Insurance Commissioner

Marshville, NC 28103 appointee's letter of resignation AND a copy of Fire Chief's letter of recommendation.

Select position number of Firefighter's Relief Fund Treasurer: 1 2 3 4 5

I, _____ Clerk/Finance Officer of _____ County, NC

do hereby certify that the foregoing is a true, full, and correct report of the Fire Department and fire conditions in said county, made by me as required under General Statute 58-84-46 of North Carolina.

Signature

Sworn and subscribed before me, this _____ day of _____, 20 _____

Notary Signature

[SEAL]

NOTE: This report can not be accepted unless sworn to before a Notary or other officer with Seal.

NAME OF FIRE DISTRICT Providence COUNTY Union **AGENDA ITEM**

45/11

DISTRICT IS SERVED BY Providence Volunteer

MEETING DATE 10/19/09

Mail to the N.C. Department of Insurance, Office of State Fire Marshal, 1202 Mail Service Center, Raleigh, N.C., 27699-1202

IT IS RECOMMENDED THIS REPORT BE RETURNED BY CERTIFIED MAIL

NOTE: This report must be filed out completely, must be signed and sworn to, and returned to the Insurance Commissioner **before October 31st** or no later than January 31. Reports postmarked after this date are in non-compliance and the fire department will not be eligible to receive their Firefighter's Relief Fund monies.



**NORTH CAROLINA
RURAL FIRE DISTRICT
REPORT OF FIRE CONDITIONS**



As required by General Statute 58-84-46 of North Carolina, I Clerk do hereby make the following report on the Rural Fire District:
Providence County of Union/Mecklenburg

LOCAL FIREFIGHTER'S RELIEF FUND BOARD

N.C. General Statutes 58-84-30

(This information must be provided each year)

IF DEPARTMENT DOES NOT WISH TO PARTICIPATE, PLEASE INDICATE IN THIS SECTION

Firefighter's Relief Fund Trustees appointed by Fire Department (2)

- | | |
|--|-----------------------------------|
| 1. Mr. <u>David Banick</u> | 2. Mr. <u>Steven Carow</u> |
| Address <u>3200 Tilley Morris Road</u> | Address <u>10119 Greenvale Ln</u> |
| <u>Matthews, NC 28105</u> | <u>Charlotte, NC 28277</u> |

Firefighter's Relief Fund Trustees appointed by County Commissioners (2)

- | | |
|--------------------------------------|----------------------------------|
| 3. Mr. <u>Andrew Ansley</u> | 4. Mr. <u>Daryl Matthews</u> |
| Address <u>9510 Ashton Manor Way</u> | Address <u>225 Old Mill Road</u> |
| <u>Waxhaw, NC 28173</u> | <u>Weddington, NC 28173</u> |

Firefighter's Relief Fund Trustee appointed by the Insurance Commissioner (1)

- | | |
|---|--|
| 5. Mr. <u>Robert D. Kinniburgh, III</u> | Same as last year? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Address <u>611 Meadow Lake Dr</u> | If no; attach a copy of former Insurance Commissioner |
| <u>Matthews, NC 28105</u> | appointee's letter of resignation AND a copy of Fire Chief's letter |
| | of recommendation. |

Select position number of Firefighter's Relief Fund Treasurer: 1 2 3 4 5

I, _____ Clerk/Finance Officer of _____ County, NC
do hereby certify that the foregoing is a true, full, and correct report of the Fire Department and fire conditions in said county, made
by me as required under General Statute 58-84-46 of North Carolina.

Signature

Sworn and subscribed before me, this _____ day of _____, 20____

Notary Signature

[SEAL]

NOTE: This report can not be accepted unless sworn to before a Notary or other officer with Seal.

Providence Volunteer Fire Department Minutes of the Board of Directors Meeting July 5, 2009

The meeting was called to order by Ken Harrison at 1915 (7:15 pm).

Members present were Steve Carow, John Burgess, Steve Cloutier, Andrew Ansley, Dan Warren, Gary Whipple, and Dave Banick. Absent were Rob Kinniburgh and Glen Baron.

Minutes:

The June minutes were discussed among the group and motion to accept was made by Dan Warren to approve and seconded by Gary Whipple.

Treasurer's Report:

Steve Carow presented the treasurer's report. In June 2009, we had a total income of \$7,954.03 and expenses of \$28,981.24 with a net loss of \$(-21,027.21).

For the record, the 2009-2010 budget was approved back in February, 2009 to facilitate submitting budget info to the Union County Fire Marshal's Office.

Steve Cloutier moved to and Dan Warren seconded a motion to accept the Treasurer's report.

Chief's Report:

Presented by Dave Banick

Meck. Fire:	10
Meck. Medical	8
Union Fire	19
<u>Union Medical</u>	<u>5</u>

Total	42
-------	----

Attached to the printed file report will be a breakdown of the time of day / night the calls were received. Also attached is a June calendar which shows the different activities / meetings that involved various Providence members throughout the month, i.e. UC Fire Comm. Meeting, hose testing performed, Flag Day, etc.

June 2009 Training report:

Fire: 194

Medical: 69 (2 con-ed lectures)

Discussion during Chief's Report

- Updated report was given to Weddington Town Council by Dave Banick
- Medic / Providence service contract was renewed
- Dave to develop an MSDS manual for the different solutions stored in the station
- Discussion about some paid staff members and their lack of completion of the days activities assigned. Hose testing as well as, not attending a "public safety appreciation activity" were not performed where it appeared ample time existed. The Wesley Chapel VFD and Union County Sherriff's Dept. were in attendance at this business that is located in the district of Providence Vol. Fire Dept..

Old Business:

- Steve Carow was to research further information regarding the firefighter's physicals, provide a breakdown regarding the costs. Then determine which firefighters will need the physicals and which ones have these physicals provided by their work place.
- No changes were made to the updated Employee Handbook. Motion to approve by Ken Harrison and seconded by Dan Warren
- Discussion about changes to types of yearly awards given at the Christmas Banquet. Steve Cloutier to bring some possible alternatives to the next board meeting.
- Discussion about the building HVAC ductwork was postponed until the next board meeting.
- The general feeling seemed to a positive among the board members present, in reference to moving the meeting day to the first Sunday of the month. Those not in attendance had no comment.

New Business:

- After discussion about all the candidates (1) for the Fire Chief's position, the board unanimously appointed Dave Banick as the new Fire Chief for the Providence Volunteer Fire Department. Motion to approve by Ken Harrison and seconded by Dan Warren.

- The purchase of the fire dept. website domain has been finalized and will be maintained by Chrys Nikopoulos
- Discussion about hiring a couple of new part-time Firefighters to help fill the few vacancies that seem to be occurring over the past 2 months. Andrew Ansley to provide some names of potential candidates by the next meeting.
- Discussion about requiring "Paid Volunteer" Providence members to have their NC Class B non-commercial driver's license since the other "Non-Volunteer" members are required to have same. It was also determined that the individual firefighter would pay for this cost out of their pocket.
- No information available on the results of the Mecklenburg and Union County Assoc. meetings
- Discussion about improving the fire department's relationship with the Town of Weddington Council members resulted with the idea of producing a brief 6-8 min. presentation. Same will be accompanied with a Power Point segment with the intention of providing the council members a broader perspective of the Providence Volunteer Fire Department. It was asked all board members provide input of information over the next month to Andrew Ansley and Steve Cloutier so that a presentation may be made in the August Weddington Town Council meeting.
- Ken Harrison stated he had a brief impromptu meeting with Terry Byrum and advised him that everything is ok at PVFD and the transition to a new Fire Chief is going smoothly.

Next meeting will be on Sunday, August 2nd at 1900 (7:00pm)

A motion to adjourn was made by Ken Harrison and seconded by John Burgess

Respectfully submitted by
John Burgess
Secretary, Providence Volunteer Fire Department

NAME OF FIRE DISTRICT Sandy Ridge Fire & Rescue COUNTY Union AGENDA ITEM

DISTRICT IS SERVED BY Sandy Ridge Fire & Rescue

4/5/12

MEETING DATE 10/19/09

Mail to the N.C. Department of Insurance, Office of State Fire Marshal, 1202 Mail Service Center, Raleigh, N.C., 27699-1202

IT IS RECOMMENDED THIS REPORT BE RETURNED BY CERTIFIED MAIL

NOTE: This report must be filed out completely, must be signed and sworn to, and returned to the Insurance Commissioner **before October 31st** or no later than January 31. Reports postmarked after this date are in non-compliance and the fire department will not be eligible to receive their Firefighter's Relief Fund monies.



**NORTH CAROLINA
RURAL FIRE DISTRICT
REPORT OF FIRE CONDITIONS**



As required by General Statute 58-84-46 of North Carolina, I Clerk do hereby make the following report on the Rural Fire District:
Sandy Ridge Fire & Rescue County of Union

LOCAL FIREFIGHTER'S RELIEF FUND BOARD

N.C. General Statutes 58-84-30

(This information must be provided each year)

IF DEPARTMENT DOES NOT WISH TO PARTICIPATE, PLEASE INDICATE IN THIS SECTION

Firefighter's Relief Fund Trustees appointed by Fire Department (2)

- | | |
|--|-------------------------------------|
| 1. Mr. <u>Michael Lathan</u> | 2. Mr. <u>Teresa Coan</u> |
| Address <u>4805 Rocky River Rd. S.</u> | Address <u>4510 Plyler Mill Rd.</u> |
| <u>Monroe, NC 28112</u> | <u>Monroe, NC 28112</u> |

Firefighter's Relief Fund Trustees appointed by County Commissioners (2)

- | | |
|--|---------------------------------|
| 3. Mr. <u>Mrs. Teresa McBryde</u> | 4. Mr. <u>Jamil Hudson</u> |
| Address <u>4620 Rocky River Rd. S.</u> | Address <u>7003 Austin Road</u> |
| <u>Monroe, NC 28112</u> | <u>Monroe, NC 28112</u> |

Firefighter's Relief Fund Trustee appointed by the Insurance Commissioner (1)

5. Mr. Larry Billotto Same as last year? Yes No
- Address 2708 Yellow Bell Way
- Monroe, NC 28112
- If no; attach a copy of former Insurance Commissioner appointee's letter of resignation AND a copy of Fire Chief's letter of recommendation.

Select position number of Firefighter's Relief Fund Treasurer: 1 2 3 4 5

I, _____ Clerk/Finance Officer of _____ County, NC

do hereby certify that the foregoing is a true, full, and correct report of the Fire Department and fire conditions in said county, made by me as required under General Statute 58-84-46 of North Carolina.

Signature

Sworn and subscribed before me, this _____ day of _____, 20____

Notary Signature

[SEAL]

NOTE: This report can not be accepted unless sworn to before a Notary or other officer with Seal.



SANDY RIDGE FIRE & RESCUE



To Whom It May Concern:

Please remove Gregory L. Crowder, as Board of Trustee from the Firemen's Relief Fund; he is being replaced with Michael Lathan of 4805 Rocky River Rd. South, Monroe, NC 28112.

Thank you,

Teresa H. Coan

Teresa H. Coan
Board of Trustees, Treasurer
(704) 764-8624
thcoan@yahoo.com

NAME OF FIRE DISTRICT Stack Road COUNTY Union

AGENDA ITEM

DISTRICT IS SERVED BY Stack Road # 4/5/13

MEETING DATE 10/19/09

Mail to the N.C. Department of Insurance, Office of State Fire Marshal, 1202 Mail Service Center, Raleigh, N.C. 27601

IT IS RECOMMENDED THIS REPORT BE RETURNED BY CERTIFIED MAIL

NOTE: This report must be filed out completely, must be signed and sworn to, and returned to the Insurance Commissioner before **October 31st** or no later than January 31. Reports postmarked after this date are in non-compliance and the fire department will not be eligible to receive their Firefighter's Relief Fund monies.



**NORTH CAROLINA
RURAL FIRE DISTRICT
REPORT OF FIRE CONDITIONS**



As required by General Statute 58-84-46 of North Carolina, I Clerk do hereby make the following report on the Rural Fire District:
Stack Road VFD County of Union

LOCAL FIREFIGHTER'S RELIEF FUND BOARD

N.C. General Statutes 58-84-30

(This information must be provided each year)

IF DEPARTMENT DOES NOT WISH TO PARTICIPATE, PLEASE INDICATE IN THIS SECTION

Firefighter's Relief Fund Trustees appointed by Fire Department (2)

- | | |
|--|--------------------------------|
| 1. Mr. <u>Hoyte Fowler</u> | 2. Mr. <u>Kenneth Handy</u> |
| Address <u>825 Macedonia Church Rd</u> | Address <u>2220 Acorn Lane</u> |
| <u>Monroe, NC 28112</u> | <u>Monroe, NC 28112</u> |

Firefighter's Relief Fund Trustees appointed by County Commissioners (2)

- | | |
|------------------------------------|--------------------------------|
| 3. Mr. <u>Tony Helms</u> | 4. Mr. <u>Ralph Funderburk</u> |
| Address <u>1019 Troy Medlin Rd</u> | Address <u>1631 Stack Road</u> |
| <u>Monroe, NC 28112</u> | <u>Monroe, NC 28112</u> |

Firefighter's Relief Fund Trustee appointed by the Insurance Commissioner (1)

5. Mr. Bill Hasty Same as last year? Yes No
- Address 709 Macedonia Church Rd
- Monroe, NC 28112
- If no; attach a copy of former Insurance Commissioner appointee's letter of resignation AND a copy of Fire Chief's letter of recommendation.

Select position number of Firefighter's Relief Fund Treasurer: 1 2 3 4 5

I, _____ Clerk/Finance Officer of _____ County, NC

do hereby certify that the foregoing is a true, full, and correct report of the Fire Department and fire conditions in said county, made by me as required under General Statute 58-84-46 of North Carolina.

Signature

Sworn and subscribed before me, this _____ day of _____, 20 _____

Notary Signature

[SEAL]

NOTE: This report can not be accepted unless sworn to before a Notary or other officer with Seal.



STACK ROAD VOLUNTEER FIRE & RESCUE

1900 Stack Road
Monroe, North Carolina 28112
704-764-7173



To: N.C. Dept. of Insurance
Office of State Fire Marshal

October 6, 2009

Ref: Firefighter's Relief Fund Trustee
Appointed by Insurance Commissioner

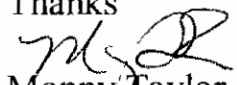
Dear Mr. Commissioner

Please accept this letter of notice that Mr. Bill Floyd has resigned his affiliation with STACK ROAD VFD due to health and medical reasons. He will be greatly missed by all.

Also it is my recommendation that Mr. Bill Hasty be appointed at this time to replace vacancy left by Mr. Floyd's resignation.

If I can be of any further assistance, please feel free to call me.

Thanks


Monny Taylor – Chief
Stack Road VFD & Rescue, Inc
704-506-2200
m.taylor@stackroadvfd.com

NAME OF FIRE DISTRICT Stallings Fire Department COUNTY Union

4/5/14

DISTRICT IS SERVED BY Stallings Fire Department

MEETING DATE 10/19/09

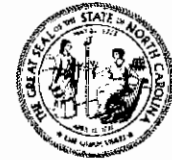
Mail to the N.C. Department of Insurance, Office of State Fire Marshal, 1202 Mail Service Center, Raleigh, N.C., 27699-1202

IT IS RECOMMENDED THIS REPORT BE RETURNED BY CERTIFIED MAIL

NOTE: This report must be filed out completely, must be signed and sworn to, and returned to the Insurance Commissioner **before October 31st** or no later than January 31. Reports postmarked after this date are in non-compliance and the fire department will not be eligible to receive their Firefighter's Relief Fund monies.



**NORTH CAROLINA
RURAL FIRE DISTRICT
REPORT OF FIRE CONDITIONS**



As required by General Statute 58-84-46 of North Carolina, I Clerk do hereby make the following report on the Rural Fire District:
Stallings Fire Department County of Union

LOCAL FIREFIGHTER'S RELIEF FUND BOARD

N.C. General Statutes 58-84-30

(This information must be provided each year)

IF DEPARTMENT DOES NOT WISH TO PARTICIPATE, PLEASE INDICATE IN THIS SECTION

Firefighter's Relief Fund Trustees appointed by Fire Department (2)

- | | |
|---------------------------------|-------------------------------|
| 1. Mr. <u>Edward Deason</u> | 2. Mr. <u>Kevin Helms</u> |
| Address <u>3827 Privette Rd</u> | Address <u>P.O. Box 244</u> |
| <u>Matthews, NC 28104</u> | <u>Indian Trail, NC 28079</u> |

Firefighter's Relief Fund Trustees appointed by County Commissioners (2)

- | | |
|----------------------------------|-----------------------------------|
| 3. Mr. <u>Jimmy Younts</u> | 4. Mr. <u>James E. Hinson</u> |
| Address <u>211 South Fork Rd</u> | Address <u>3933 Old Monroe Rd</u> |
| <u>Indian Trail, NC 28079</u> | <u>Indian Trail, NC 28079</u> |

Firefighter's Relief Fund Trustee appointed by the Insurance Commissioner (1)

5. Mr. Steve Pitt Same as last year? Yes No
- Address 3401 Waxhaw I.T. Rd If no; attach a copy of former Insurance Commissioner appointee's letter of resignation AND a copy of Fire Chief's letter of recommendation.
- Indian Trail, NC 28079

Select position number of Firefighter's Relief Fund Treasurer: 1 2 3 4 5

I, _____ Clerk/Finance Officer of _____ County, NC

do hereby certify that the foregoing is a true, full, and correct report of the Fire Department and fire conditions in said county, made by me as required under General Statute 58-84-46 of North Carolina.

Signature

Sworn and subscribed before me, this _____ day of _____, 20 _____

Notary Signature

[SEAL]

NOTE: This report can not be accepted unless sworn to before a Notary or other officer with Seal.

NAME OF FIRE DISTRICT Town of Unionville VFD COUNTY Union **AGENDA ITEM**

4515

DISTRICT IS SERVED BY Town of Unionville VFD

MEETING DATE 10/19/09

Mail to the N.C. Department of Insurance, Office of State Fire Marshal, 1202 Mail Service Center, Raleigh, N.C., 27699-1202

IT IS RECOMMENDED THIS REPORT BE RETURNED BY CERTIFIED MAIL

NOTE: This report must be filed out completely, must be signed and sworn to, and returned to the Insurance Commissioner **before October 31st** or no later than January 31. Reports postmarked after this date are in non-compliance and the fire department will not be eligible to receive their Firefighter's Relief Fund monies.



**NORTH CAROLINA
RURAL FIRE DISTRICT
REPORT OF FIRE CONDITIONS**



As required by General Statute 58-84-46 of North Carolina, I Clerk do hereby make the following report on the Rural Fire District:
Town of Unionville County of Union

LOCAL FIREFIGHTER'S RELIEF FUND BOARD

N.C. General Statutes 58-84-30

(This information must be provided each year)

IF DEPARTMENT DOES NOT WISH TO PARTICIPATE, PLEASE INDICATE IN THIS SECTION

Firefighter's Relief Fund Trustees appointed by Fire Department (2)

- | | |
|-----------------------------------|----------------------------------|
| 1. Mr. <u>Mike Helms</u> | 2. Mr. <u>Dick Richards</u> |
| Address <u>4817 Sikes Mill Rd</u> | Address <u>703 Station Drive</u> |
| <u>Monroe, NC 28110</u> | <u>Monroe, NC 28110</u> |

Firefighter's Relief Fund Trustees appointed by County Commissioners (2)

- | | |
|---------------------------------|---|
| 3. Mr. <u>Billy Canupp</u> | 4. Mr. <u>Johnny Griffin</u> |
| Address <u>2618 Concord Hwy</u> | Address <u>717 Mill Creek Church Road</u> |
| <u>Monroe, NC 28110</u> | <u>Monroe, NC 28110</u> |

Firefighter's Relief Fund Trustee appointed by the Insurance Commissioner (1)

5. Mr. Adam Speer Same as last year? Yes No
- Address 716 Fowler Rd
- Monroe, NC 28110
- If no; attach a copy of former Insurance Commissioner appointee's letter of resignation AND a copy of Fire Chief's letter of recommendation.

Select position number of Firefighter's Relief Fund Treasurer: 1 2 3 4 5

I, _____ Clerk/Finance Officer of _____ County, NC

do hereby certify that the foregoing is a true, full, and correct report of the Fire Department and fire conditions in said county, made by me as required under General Statute 58-84-46 of North Carolina.

Signature

Sworn and subscribed before me, this _____ day of _____, 20____

Notary Signature

[SEAL]

NOTE: This report can not be accepted unless sworn to before a Notary or other officer with Seal.

NAME OF FIRE DISTRICT Waxhaw Community Volunteer COUNTY Union **AGENDA ITEM**

4/5/16

DISTRICT IS SERVED BY Waxhaw Community Volunteer Fire Department & Rescue

MEETING DATE 10/19/09

Mail to the N.C. Department of Insurance, Office of State Fire Marshal, 1202 Mail Service Center, Raleigh, N.C., 27699-1202

IT IS RECOMMENDED THIS REPORT BE RETURNED BY CERTIFIED MAIL

NOTE: This report must be filed out completely, must be signed and sworn to, and returned to the Insurance Commissioner before **October 31st** or no later than January 31. Reports postmarked after this date are in non-compliance and the fire department will not be eligible to receive their Firefighter's Relief Fund monies.



**NORTH CAROLINA
RURAL FIRE DISTRICT
REPORT OF FIRE CONDITIONS**



As required by General Statute 58-84-46 of North Carolina, I Clerk do hereby make the following report on the Rural Fire District:
Waxhaw Community VFD & Rescue County of Union

LOCAL FIREFIGHTER'S RELIEF FUND BOARD

N.C. General Statutes 58-84-30

(This information must be provided each year)

IF DEPARTMENT DOES NOT WISH TO PARTICIPATE, PLEASE INDICATE IN THIS SECTION

Firefighter's Relief Fund Trustees appointed by Fire Department (2)

- | | |
|--------------------------------|------------------------------------|
| 1. Mr. <u>Dave Farnum</u> | 2. Mr. <u>Robert Fitzgerald</u> |
| Address <u>3208 Collins Rd</u> | Address <u>3512 Hickory Nut Ct</u> |
| <u>Waxhaw, NC 28173</u> | <u>Waxhaw, NC 28173</u> |

Firefighter's Relief Fund Trustees appointed by County Commissioners (2)

- | | |
|-------------------------------|----------------------------------|
| 3. Mr. <u>Ron McGarvey</u> | 4. Mr. <u>David Williams</u> |
| Address <u>7610 Walkup Rd</u> | Address <u>3005 Nahlus Drive</u> |
| <u>Waxhaw, NC 28173</u> | <u>Waxhaw, NC 28173</u> |

Firefighter's Relief Fund Trustee appointed by the Insurance Commissioner (1)

- | | |
|--------------------------------------|--|
| 5. Mr. <u>Jeff Blythe</u> | Same as last year? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Address <u>5217 Waxhaw Marvin Rd</u> | If no; attach a copy of former Insurance Commissioner appointee's letter of resignation AND a copy of Fire Chief's letter of recommendation. |
| <u>Waxhaw, NC 28173</u> | |

Select position number of Firefighter's Relief Fund Treasurer: 1 2 3 4 5

I, _____ Clerk/Finance Officer of _____ County, NC

do hereby certify that the foregoing is a true, full, and correct report of the Fire Department and fire conditions in said county, made by me as required under General Statute 58-84-46 of North Carolina.

Signature

Sworn and subscribed before me, this _____ day of _____, 20 _____

Notary Signature

[SEAL]

NOTE: This report can not be accepted unless sworn to before a Notary or other officer with Seal.



WAXHAW COMMUNITY VOLUNTEER FIRE DEPARTMENT AND RESCUE SQUAD, INC.
P.O. BOX 1258
115 East North Main Street
WAXHAW, NORTH CAROLINA 28173
(704) 843-4001



Ladies and Gentlemen,

The Waxhaw Community Volunteer Fire Department and Rescue Squad, Inc. respectfully requests that you replace Fred DeRuiter in the commissioner appointed position on the Fire Department Relief Fund Committee. Fred volunteered with us for many years after retiring from Telephone Company and serving as Mayor in Prospect Park, N.J. For the last several years, of his fire department career, Fred spent many hours serving in the capacity of mentor, traffic officer, board member and treasurer for our department. Fred felt it time to pass the torch and has retired from our department. He is greatly missed.

We have been very fortunate to find someone of the same caliber and with the same values as Fred. The person that replaced Fred as the Fire Department Treasurer is David Williams. David is a community member who acts as the treasurer and also holds a community board seat on our board of directors. David lives at 3005 Nablus Dr. in Waxhaw. We respectfully request that you substitute David Williams for Fred DeRuiter in the commissioner appointed seat on the Fire Department Relief Fund Committee.

Thank you for your consideration.

4

NAME OF FIRE DISTRICT Wesley Chapel COUNTY Union

AGENDA ITEM

DISTRICT IS SERVED BY Wesley Chapel

4/5/17
MEETING DATE 10/19/09

Mail to the N.C. Department of Insurance, Office of State Fire Marshal, 1202 Mail Service Center, Raleigh, N.C. 27699-1202

IT IS RECOMMENDED THIS REPORT BE RETURNED BY CERTIFIED MAIL

NOTE: This report must be filed out completely, must be signed and sworn to, and returned to the Insurance Commissioner **before October 31** or no later than January 31. Reports postmarked after this date are in non-compliance and the fire department will not be eligible to receive their Firefighter's Relief Fund monies.



**NORTH CAROLINA
RURAL FIRE DISTRICT
REPORT OF FIRE CONDITIONS**



As required by General Statute 58-84-46 of North Carolina, I Clerk do hereby make the following report on the Rural Fire District:
Wesley Chapel County of Union

LOCAL FIREFIGHTER'S RELIEF FUND BOARD

N.C. General Statutes 58-84-30

(This information must be provided each year)

IF DEPARTMENT DOES NOT WISH TO PARTICIPATE, PLEASE INDICATE IN THIS SECTION

Firefighter's Relief Fund Trustees appointed by Fire Department (2)

- | | |
|------------------------------------|--------------------------------|
| 1. Mr. <u>Robert Nichols</u> | 2. Mr. <u>Greg Howey</u> |
| Address <u>1608 Waxhaw I.T. Rd</u> | Address <u>3215 Karen Lane</u> |
| <u>Waxhaw, NC 28173</u> | <u>Monroe, NC 28110</u> |

Firefighter's Relief Fund Trustees appointed by County Commissioners (2)

- | | |
|-----------------------------|------------------------------------|
| 3. Mr. <u>James Kubach</u> | 4. Mr. <u>James Mullis</u> |
| Address <u>701 Ennis Rd</u> | Address <u>1619 Cuthbertson Rd</u> |
| <u>Waxhaw, NC 28173</u> | <u>Waxhaw, NC 28173</u> |

Firefighter's Relief Fund Trustee appointed by the Insurance Commissioner (1)

5. Mr. Steven McLendon Same as last year? Yes No
- Address 1122 Willoughby Road If no; attach a copy of former Insurance Commissioner appointee's letter of resignation AND a copy of Fire Chief's letter of recommendation.
- Monroe, NC 28110

Select position number of Firefighter's Relief Fund Treasurer: 1 2 3 4 5

I, _____ Clerk/Finance Officer of _____ County, NC do hereby certify that the foregoing is a true, full, and correct report of the Fire Department and fire conditions in said county, made by me as required under General Statute 58-84-46 of North Carolina.

Signature

Sworn and subscribed before me, this _____ day of _____, 20____

Notary Signature

[SEAL]

NOTE: This report can not be accepted unless sworn to before a Notary or other officer with Seal.

NAME OF FIRE DISTRICT Ames COUNTY Union AGENDA ITEM

DISTRICT IS SERVED BY Wingate Volunteer # 4/5/18

MEETING DATE 10/19/09

Mail to the N.C. Department of Insurance, Office of State Fire Marshal, 1202 Mail Service Center, Raleigh, N.C., 27699-1202

IT IS RECOMMENDED THIS REPORT BE RETURNED BY CERTIFIED MAIL

NOTE: This report must be filed out completely, must be signed and sworn to, and returned to the Insurance Commissioner **before October 31st** or no later than January 31. Reports postmarked after this date are in non-compliance and the fire department will not be eligible to receive their Firefighter's Relief Fund monies.



**NORTH CAROLINA
RURAL FIRE DISTRICT
REPORT OF FIRE CONDITIONS**



As required by General Statute 58-84-46 of North Carolina, I Clerk do hereby make the following report on the Rural Fire District:
Ames County of Union

LOCAL FIREFIGHTER'S RELIEF FUND BOARD
N.C. General Statutes 58-84-30

(This information must be provided each year)

IF DEPARTMENT DOES NOT WISH TO PARTICIPATE, PLEASE INDICATE IN THIS SECTION

Firefighter's Relief Fund Trustees appointed by Fire Department (2)

- | | |
|----------------------------------|----------------------------------|
| 1. Mr. <u>Michael E. McRorie</u> | 2. Mr. <u>Johnny P. Braswell</u> |
| Address <u>P.O. 474</u> | Address <u>P.O. Box 351</u> |
| <u>Wingate, NC 28174</u> | <u>Wingate, NC 28174</u> |

Firefighter's Relief Fund Trustees appointed by County Commissioners (2)

- | | |
|-----------------------------------|-------------------------------|
| 3. Mr. <u>R. Braddock Sellers</u> | 4. Mr. <u>W. Elliott Ward</u> |
| Address <u>204 Smith St</u> | Address <u>P.O. Box 1024</u> |
| <u>Wingate, NC 28174</u> | <u>Wingate, NC 28174</u> |

Firefighter's Relief Fund Trustee appointed by the Insurance Commissioner (1)

5. Mr. John B. Mangum Same as last year? Yes No
- Address P.O. Box 662 If no; attach a copy of former Insurance Commissioner appointee's letter of resignation AND a copy of Fire Chief's letter of recommendation.
- Wingate, NC 28174

Select position number of Firefighter's Relief Fund Treasurer: 1 2 3 4 5

I, _____ Clerk/Finance Officer of _____ County, NC do hereby certify that the foregoing is a true, full, and correct report of the Fire Department and fire conditions in said county, made by me as required under General Statute 58-84-46 of North Carolina.

Signature

Sworn and subscribed before me, this _____ day of _____, 20 _____

Notary Signature

[SEAL]

NOTE: This report can not be accepted unless sworn to before a Notary or other officer with Seal.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 19, 2009

Action Agenda Item No. 4/6

(Central Admin. use only)

SUBJECT: Request for Waiver of Late Listing Penalty by First Choice Eye Care

DEPARTMENT: Tax Administration

PUBLIC HEARING: No

ATTACHMENT(S):

Memo from Staff Attorney and supporting documents from Tax Administrator's Office

INFORMATION CONTACT:

Jeff Crook
John Petoskey

TELEPHONE NUMBERS:

704-283-3673
704-283-3748

DEPARTMENT'S RECOMMENDED ACTION: Deny request for waiver of late listing penalty (approval of this item on the Consent Agenda shall constitute such denial)

BACKGROUND: The taxpayer has requested waiver of late listing penalties in the amount of \$155.85. An extension to list was granted by the Tax Administrator until March 15, 2009, but the taxpayer's listing information was received in an envelope postmarked several days after the extended deadline. Pursuant to statute, abstracts submitted by mail are considered filed as of the date shown on the postmark. The Board of Commissioners is authorized to compromise, settle, or adjust the County's claim for late listing penalties when, as here, the taxes have not yet been paid. The statute prescribes no standards for when such compromise is appropriate, but Legal has recommended that the Board not compromise late listing penalties absent a showing that the taxpayer would be unfairly penalized or that payment of the claim is unduly burdensome. The Tax Administrator and Staff Attorney do not believe that such showing has been made in the present case and recommend denial of the request.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:



UNION COUNTY LEGAL DEPARTMENT

JEFFREY L. CROOK, SENIOR STAFF ATTORNEY
COURTNEY RITCHIE, STAFF ATTORNEY
TRUDY HELMS, LEGAL ASSISTANT

500 NORTH MAIN ST., SUITE 826
MONROE, NC 28112

TO: The Union County Board of Commissioners

FROM: Jeffrey L. Crook, Senior Staff Attorney

RE: Waiver of Late Listing Penalties

DATE: October 13, 2009

Please find attached a letter from Dr. Kevin Bigham requesting waiver of late listing penalties applied to First Choice Eye Care OD PLLC in the amount of \$155.85. Also attached is an opinion from Becky Helms in the Tax Administrator's office, and a concurring e-mail from Tax Administrator, John Petoskey. This memo will address the legal options available to the Board regarding this matter.

Pursuant to G.S. ' 105-312(k), the Board of Commissioners does have authority to compromise late-listing penalties and interest prior to payment by the taxpayer. The applicable section reads as follows:

After a tax receipt computed and prepared as required by subsections (g) and (h) of this section has been delivered and charged to the tax collector as prescribed in subsection (j), above, *the board of county commissioners, upon the petition of the taxpayer, may compromise, settle, or adjust the county's claim for taxes arising therefrom.* The board of commissioners may, by resolution, delegate the authority granted by this subsection to the board of equalization and review, including any board created by resolution pursuant to G.S. 105-322(a) and any special board established by local act. [Emphasis Added]

You will note that the statute prescribes no standards for when such compromise is appropriate. Rather, the Board must consider each such request separately on its merits.

This authority to compromise late listing penalties applies only so long as the tax bill remains unpaid by the taxpayer. If the tax bill has been paid, then any refund must be made in accordance with G.S. ' 105-381 which authorizes refunds in only three circumstances; (i) a tax imposed through clerical error; (ii) an illegal tax; and (iii) a tax imposed for an illegal purpose. It is my understanding that the taxes have not been paid in the present case.

Although the statute provides no guidance as to when compromise is appropriate, I would recommend that the Board not compromise late-listing penalties absent a showing that the

taxpayer would be unfairly penalized or that payment of the claim is unduly burdensome. In my opinion, such showing has not been made in the present case, and I concur with the Tax Administrator's position that the request for waiver of the late listing penalty be denied.

Approval by the Board of this item on the Consent Agenda shall constitute denial of the request for waiver of the late listing penalty made by Dr. Kevin Bigham on behalf of First Choice Eye Care OD PLLC.

Please let me know if you have any questions.

cc: Al Greene, County Manager (via agenda packet)
John Petoskey, Tax Administrator (by e-mail, w/o enclosures)
Lynn West, Clerk to the Board (for October 19, 2009, agenda)

General Taxes

Property Number: 50089520
Year: 2009

Property Information

Property Number: 50089520
Property Type: Personal Property
Deeded Owner: FIRST CHOICE EYE CARE OD PLLC
Deed Vol/Page: N/A / N/A
Plat Book/Page: N/A / N/A
Acres: N/A
Location Address:

Location Description: 7800 A STEVENS MILL RD
Property Description: EYE CLINIC
Tax Set: STALLINGS-CO-SCH-HBF
Unit(s): UNION COUNTY
 HEMBY BRIDGE FIRE TAX
 TOWN OF STALLINGS

Lender Information

There is no lender information for this property.

Bill Information

Assessed Value: 0.00
Bill Number: 1986
Mailing Address: FIRST CHOICE EYE CARE OD PLLC
 P O BOX 691287
 CHARLOTTE, NC 28227

Flags

Garnishment: None **NSF:** None
Bankruptcy: None **Judgement:** None
Alert: None **Deferral:** None
Discovery: None **Rollback:** None
Supplemental: None **Release:** None
CB Deferral: None

Year	Total Charge	Pending Payments	Posted Payments	Total Due
2009	1714.35	0.00	0.00	1714.35
2008	1151.10	0.00	1151.10	0.00
2007	1780.80	0.00	1780.80	0.00
2006	1284.30	0.00	1284.30	0.00
2005	1279.26	0.00	1279.26	0.00
2004	1359.98	0.00	1359.98	0.00
2003	1638.35	0.00	1638.35	0.00

Total Overpayment: 0.00
Total Surplus: 0.00
Total Pre-Payment: 0.00

From: John Petoskey/UnionCounty
To: Jeff Crook/UnionCounty@UnionCounty
cc: Rebecca Helms/UnionCounty@UnionCounty
Date: Wednesday, September 23, 2009 03:49PM
Subject: Fw: First Choice Eye Care - Request for Waiver of Late Listing Penalties

Jeff,

With respect to the attached response from our Personal Property Supervisor, Becky Helms; please be advised that I concur with her opinion that the request for waiver of the penalty should be denied. The postmark is the determining factor in whether a listing is late, and said postmark is after our published deadline.

I will send the hard copy of the documentation for your consideration and if you would forward it on the Board for their action I would appreciate it.

Thanks, John

John Petoskey
Union County Tax Administrator
PO Box 97
Monroe, NC 28111-0097
johnpetoskey@co.union.nc.us
(704) 283-3748
(704) 283-3616 Fax

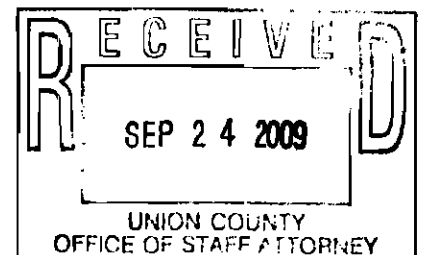
-----Forwarded by John Petoskey/UnionCounty on 09/23/2009 03:49PM -----

To: John Petoskey/UnionCounty@UnionCounty
From: Rebecca Helms/UnionCounty
Date: 09/22/2009 10:38AM
Subject: First Choice Eye Care - Request for Waiver of Late Listing Penalties

John:

My response to this request is attached. I put the original letter & other documentation in your mail box.
- Becky

Becky E. Helms
Personal Property Supervisor
Union County Tax Administration
P. O. Box 97
Monroe, NC 28111-0097
Phone: 704-283-3511
Fax: 704-292-2588



Attachments:



UNION COUNTY
Office of the Tax Administrator
500 N. Main Street, Suite 236
P.O. Box 97
Monroe, NC 28111-0097

704-283-3746
704-283-3616 Fax

John C. Petoskey
Tax Administrator

MEMORANDUM

TO: John C. Petoskey
FROM: Becky E. Helms *Beh*
DATE: September 22, 2009
RE: First Choice Eye Care, OD, PLLC
Account Number 50089520

We received a letter, requesting the waiver of the late listing penalty, from the above mentioned taxpayer.

The taxpayer requested an extension to file through May 15, 2009. Union County has a resolution allowing extensions to file through March 15. The taxpayer was sent a response indicating that the extension had been granted only through March 15, 2009.

The taxpayer signed and dated the 2009 Union County Business Personal Property Listing on March 13, 2009. The postmark date affixed by the United States Postal Service, however, was March 19, 2009. Therefore, the taxpayer received the statutory ten percent (10%) late listing penalty. This taxpayer has a 2009 taxable value in the amount of \$218,185. The total amount of the Union County tax bill is \$1,714.35, of which \$155.85 is late listing penalty. The break down of the tax bill is:

Union County Tax	\$1,450.93
Late Listing Penalty on County Tax	\$ 145.09
Hemby Bridge Fire Tax	\$ 107.57
Late Listing Penalty on Fire Tax	\$ 10.76

I recommend that the request for the waiver of the late listing penalty be denied.

FIRST CHOICE EYE CARE OD

Dr. Kevin D. Bigham

August 31, 2009

RE: late fees for Business property listing

Dear Mrs. Rebecca E. Helms,

We requested an extension in January for a May 15th date since our accounting team handles all the preparations regarding the practice. Union County did respond giving us till March 15th. Our meeting with our accounting team was on March 13th and the paperwork was filed as soon as the meeting was complete. We received the bill stating the late fees were applied to this years billing. Our accounting team stated that when they inquired the postmark that you received was March 19th per tax administrator.

We had no idea the tardiness of the delivery nor did we intend on the filing to be missed. We have addressed this with our tax accountant and hope that this is not issue going forward. At this time, we are requesting a waiver of the \$155.85. We do hope that you will consider this request as we have always paid our taxes and have not requested a waiver prior.

Sincerely,



Kevin D. Bigham, OD



First Choice Eye Care, OD, PLLC
7800 A Stevens Mill Road
Matthews, NC 28104

Assessors

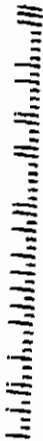
ATTN: Becky

Union County
P O Box 580365
Charlotte, NC 28258-0365

USA FIRST-CLASS FOREVER



282580365 8099



FIRST CHOICE EYE CARE OD ✓ ✓

Dr. Kevin D. Bigham

January 13, 2009

JAN 22 2009

RE: Business Personal Property Listing Form


3 0 0 8 9 5 2 0

To whom it may concern:

We wish to request an extension till after May 15th due to tax preparation and accounting purposes. Our first meeting regarding this matter with our tax preparer, Terry Smith, is in March. Smith, Black and Associates traditionally prepares all the tax data for First Choice Eye Care, OD, PLLC.

Thank you in advance for your assistance in this matter.

Sincerely,



Kevin D Bigham, OD

Union County Tax Administration
Personal Property Division Manager
Extension Granted Through

MAR 15 2009

Rebecca E. Helms
Rebecca E. Helms

person and property of the taxpayer shall appear for purposes of listing and shall sign the required affirmation in the name of the taxpayer, noting thereon the capacity in which he signs.

- (2) In the case of a corporation, partnership, or unincorporated association, a person specified in subdivision a or subdivision b, below, shall appear for purposes of listing the taxpayer's property and shall sign the required affirmation in the name of the taxpayer, noting thereon the capacity in which he signs, and no other agent shall be permitted to sign the affirmation required on such a taxpayer's abstract:
- a. A principal officer of the taxpayer or
 - b. A full-time employee of the taxpayer who has been officially empowered by a principal officer of the taxpayer in his behalf to list the taxpayer's property for taxation in the county and to sign the affirmation annexed to the abstract or abstracts on which its property is listed.
- (3) In the case of an individual who is not a resident of the county in which his property is to be listed, the taxpayer shall sign the affirmation required on the abstract on which his property is listed, but he may submit the completed abstract by mail or by an authorized agent.

(b) Any abstract submitted by mail may be accepted or rejected by the assessor in the assessor's discretion. However, the board of county commissioners, with the approval of the Department of Revenue, may by resolution provide for the general acceptance of completed abstracts submitted by mail or submitted electronically. In no event shall an abstract submitted by mail be accepted unless the affirmation on the abstract is signed by the individual prescribed in subsection (a) of this section. An electronic listing may be signed electronically in accordance with the Electronic Commerce Act, Article 11A of Chapter 66 of the General Statutes.

For the purpose of this Subchapter, abstracts submitted by mail are considered filed as of the date shown on the postmark affixed by the United States Postal Service. If no date is shown on the postmark, or if the postmark is not affixed by the United States Postal Service, the abstract is considered filed when received in the office of the assessor. Abstracts submitted by electronic listing are considered filed when received in the office of the assessor. In any dispute arising under this Subchapter, the burden of proof is on the taxpayer to show that the abstract was timely filed. (1939, c. 310, ss. 901, 903, 904; 1957, c. 848; 1971, c. 806, s. 1; 1973, c. 476, s. 193; 1977, c. 327, s. 1; 1987, c. 43, s. 7; c. 45, s. 1; 2001-279, s. 3; 2001-487, s. 70.)

CASE NOTES

This section must be read narrowly because of its incorporation into G.S. 105-312, a penalty statute. *Winston-Salem Joint Venture v. City of Winston-Salem*, 64 N.C. App. 202, 282 S.E.2d 509 (1981), cert. denied, 304 N.C. 728, 288 S.E.2d 803 (1982).

Word "when" in the second paragraph of subsection (b) of this section refers to a time, not a contingency,

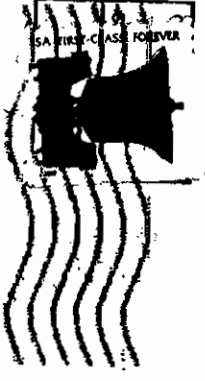
necessarily requiring receipt as a prerequisite to application of this section. *Winston-Salem Joint Venture v. City of Winston-Salem*, 64 N.C. App. 202, 282 S.E.2d 509 (1981), cert. denied, 304 N.C. 728, 288 S.E.2d 803 (1982).

Second paragraph of subsection (b) of this section merely creates logical preferences for determination of timeliness where there has been deliv-

REFUSE A CHOICE BY US MAIL

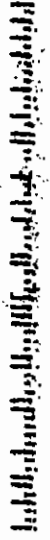
Dr. Kevin D. Bigham
7800A Stevens Mill Road
Matthews, NC 28104

FIRST CLASS
50089520



CHARLOTTE NC 280
19 MAR 2009 PM 3 L

UNION COUNTY
Tax Administrator
P.O. Box 97
Monroe, N.C. 28111



2811130097

BPP



DUE BY JANUARY 31

BUSINESS PERSONAL PROPERTY LISTING

DUE BY JANUARY 31

RETURN TO: UNION COUNTY TAX ADMINISTRATOR, P.O. BOX 97, MONROE, NC 28111-0097 TELEPHONE: (704) 292-2528

FOR DEPARTMENT USE ONLY ==>	ACCOUNT NUMBER	DISTRICT	TWP	SCHOOL	CITY	PENALTY	VALUE
	50089520	723	007 VAN			EX L	218/85

FIRST CHOICE EYE CARE OD PLLC
MARGARET BIGHAM
P O BOX 691287
CHARLOTTE NC 28227

LOCATION OF ACCOUNTING RECORDS: COMPANY
DATE BUSINESS BEGAN IN COUNTY: Oct 14, 2002
DATE BUSINESS FISCAL YEAR ENDS: Dec 31st
CHECK ONE > CORPORATION PROPRIETORSHIP PARTNERSHIP
UNINCORPORATED ASSOCIATED OTHER (SPECIFY) PLLC
CHECK BUSINESS CATEGORY > RETAIL WHOLESALE MANUFACTURING
SERVICE LEASING/RENTAL FARMING OTHER medical
OTHER NC COUNTIES WHERE PERSONAL PROPERTY IS LOCATED: none

PHYSICAL ADDRESS: Matthews NC 28104
7800 A Stevens Mill Road
REAL ESTATE OWNED BY: Triangle Properties Assoc, LLC
FED ID: 30-0095616
TYPE OF BUSINESS IN UNION COUNTY: Medical - Optometry
STANDARD INDUSTRIAL CLASSIFICATION CODE(SIC):
NAME BUSINESS LISTED AS LAST YEAR: First Choice Eye Care

CONTACT PERSON FOR AUDIT: Margaret Bigham
ADDRESS & PHONE: 704-893-0090 Business Address
IF OUT OF BUSINESS COMPLETE THIS SECTION ==> DATE CEASED
CHECK ONE: SOLD CLOSED BANKRUPT OTHER
SOLD EQUIPMENT/FIXTURES/SUPPLIES TO:
BUYER'S ADDRESS & PHONE:

SCHEDULE A C10

Year Acquired	GROUP (1) MACHINERY AND EQUIPMENT			
	ORIGINAL COST	ADDITIONS	DELETIONS	TOTAL COST
2008		21598		21598
2007	19,695			19695
2006				
2005	20,478			20478
2004				
2003				
2002	154,896			154896
2001				
2000				
1999				
1998				
1997				
1996				
1995				
1994				
1993				
PRIOR				
TOTAL	195,069	21598		216667

Year Acquired	GROUP (2) OFFICE FURNITURE			
	ORIGINAL COST	ADDITIONS	DELETIONS	TOTAL COST
2008		2000		2000
2007	702			702
2006	266			266
2005	2,686			2686
2004	949			949
2003	40			40
2002	48,262			48262
PRIOR				
TOTAL	52,905	2070		54975

Year Acquired	GROUP (3) COMPUTER EQUIPMENT			
	ORIGINAL COST	ADDITIONS	DELETIONS	TOTAL COST
2008				
2007				
2006	5,068			5068
2005				
PRIOR	12,398			12398
TOTAL	17,466			17466

Year Acquired	GROUP (4) LEASEHOLD IMPROVEMENTS			
	ORIGINAL COST	ADDITIONS	DELETIONS	TOTAL COST
2008				
2007				
2006				
2005				
2004				
2003	975			975
2002	44,262			45237
2001				
2000				
1999				
1998				
1997				
1996				
1995				
PRIOR				
TOTAL	45,237			46212

Year Acquired	GROUP (5) EXPENSED ITEMS (cap thresh)			
	ORIGINAL COST	ADDITIONS	DELETIONS	TOTAL COST
2008				
2007				
PRIOR				
TOTAL				

Year Acquired	GROUP (6) OTHER			
	ORIGINAL COST	ADDITIONS	DELETIONS	TOTAL COST
2008				
2007				
2006				
2005				
2004				
2003				
2002	1,150			1150
PRIOR				
TOTAL	1,150			1150

GROUP (7) CONSTRUCTION IN PROGRESS
LIST IN DETAIL ALL EXPENDITURES IN CIP ACCOUNT (Personal Property)
ON JANUARY 1, BUT NOT INCLUDED ABOVE - SEE INSTRUCTIONS
TOTAL CIP: \$

GROUP (8) SUPPLIES - SEE INSTRUCTIONS			
TYPE	COST	TYPE	COST
(1) OFFICE SUPPLIES		(1)	
(2)	1026	(2)	
(3)		(3)	
(4)		(4)	

If you need additional space to list property under schedules B & C, please attach a separate report in the SAME FORMAT as below. Write "see attached" on the schedules if this is necessary.

ACCOUNT NUMBER
50089520

SCHEDULE B

VEHICULAR EQUIPMENT
SEE INSTRUCTIONS

GROUP (1) UNREGISTERED MOTOR VEHICLES AND MULTIYEAR TAGGED TRAILERS, TRACTORS & COMBINES

Year	Make	Model	Body/Size	Title #	Vehicle ID Number (VIN)	Spec. body post	For office use
2005	Audi	A6		110	WAUDG74F85N081979		
					NOT UNREGISTERED		

GROUP (2) WATERCRAFT & BOAT MOTORS

Type	Year/Make/Model	Length/Size	Registration #	Location	Engine type	Original cost	For office use
Boat							
Motor		HP					
Boat							
Motor		HP					
Boat							
Motor		HP					

GROUP (3) AIRCRAFT

Year	Make	Model	Serial #	Location	FAA #	Original cost	For office use

GROUP (4) MOBILE HOMES & OFFICES

Year	Make	Width/Length	Title #	Vehicle ID Number (VIN)	Original Cost	For office use

SCHEDULE C

PROPERTY IN YOUR POSSESSION ON JANUARY 1, BUT OWNED BY OTHERS
SEE INSTRUCTIONS (No Leased, Tagged Motor Vehicles)

Name and address of owner	Description of property	Lease/Account#	Monthly payment	Cost new/quote	Start/end lease dates

AFFIRMATION

LISTING FORM MUST BE SIGNED BY A LEGALLY AUTHORIZED PERSON
SEE INSTRUCTIONS

Under penalties prescribed by law, I hereby affirm that to the best of my knowledge and belief this listing, including any accompanying statements, inventories, schedules, and other information, is true and complete. (If this affirmation is signed by an individual other than the taxpayer, he affirms that he is familiar with the extent and true value of all the taxpayer's property subject to taxation in this county and that his affirmation is based on all the information of which he has any knowledge.) Listing MUST be signed by the taxpayer, a principal officer of the taxpayer or a FULL-TIME employee of the taxpayer who has been officially empowered by the principal officer to list the property.

KS
Signature

3/13/08
Date

Margaret Bigham
Preparer Other Than Taxpayer Date

Kevin D. Bigham, OD
Print or Type Name

Margaret Bigham
Print or Type Name

Owner / Optometrist
Title

704-893 0090
Telephone Number

7800 A Stevens Mill Road NC
Address

28104

Any individual who willfully makes and subscribes an abstract listing required by this Subchapter (of the Revenue Laws) which he does not believe to be true and correct as to every material matter shall be guilty of a Class 2 misdemeanor. (Punishable by imprisonment up to 6 months)

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 19, 2009

Action Agenda Item No. 417
(Central Admin. use only)

SUBJECT: Request for Waiver of Late Listing Penalty by Decore-Ative Specialties

DEPARTMENT: Tax Administration **PUBLIC HEARING:** No

ATTACHMENT(S):
Memo from Staff Attorney and supporting documents from Tax Administrator's Office

INFORMATION CONTACT:
Jeff Crook
John Petoskey

TELEPHONE NUMBERS:
704-283-3673
704-283-3748

DEPARTMENT'S RECOMMENDED ACTION: Deny request for waiver of late listing penalty (approval of this item on the Consent Agenda shall constitute such denial)

BACKGROUND: The taxpayer has requested waiver of late listing penalties in the amount of \$7,222.53. The taxpayer did not list in January, as required, and did not request an extension. Even had an extension been requested and granted, the taxpayer's listing was made on March 20, after the March 15 extension deadline. The Board of Commissioners is authorized to compromise, settle, or adjust the County's claim for late listing penalties when, as here, the taxes have not yet been paid. The statute prescribes no standards for when such compromise is appropriate, but Legal has recommended that the Board not compromise late listing penalties absent a showing that the taxpayer would be unfairly penalized or that payment of the claim is unduly burdensome. The Tax Administrator and Staff Attorney do not believe that such showing has been made in the present case and recommend denial of the request.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:



UNION COUNTY LEGAL DEPARTMENT

JEFFREY L. CROOK, SENIOR STAFF ATTORNEY
COURTNEY RITCHIE, STAFF ATTORNEY
TRUDY HELMS, LEGAL ASSISTANT

500 NORTH MAIN ST., SUITE 826
MONROE, NC 28112

TO: The Union County Board of Commissioners
FROM: Jeffrey L. Crook, Senior Staff Attorney
RE: Waiver of Late Listing Penalties
DATE: October 13, 2009

Please find attached a letter from Lori Woodcock requesting waiver of late listing penalties applied to Decore-Ative Specialties NC LLC in the amount of \$7,222.53. Also attached is an opinion from Becky Helms in the Tax Administrator=s office, and a concurring e-mail from Tax Administrator, John Petoskey. This memo will address the legal options available to the Board regarding this matter.

Pursuant to G.S. ' 105-312(k), the Board of Commissioners does have authority to compromise late-listing penalties and interest prior to payment by the taxpayer. The applicable section reads as follows:

After a tax receipt computed and prepared as required by subsections (g) and (h) of this section has been delivered and charged to the tax collector as prescribed in subsection (j), above, the board of county commissioners, upon the petition of the taxpayer, may compromise, settle, or adjust the county's claim for taxes arising therefrom. The board of commissioners may, by resolution, delegate the authority granted by this subsection to the board of equalization and review, including any board created by resolution pursuant to G.S. 105-322(a) and any special board established by local act. [Emphasis Added]

You will note that the statute prescribes no standards for when such compromise is appropriate. Rather, the Board must consider each such request separately on its merits.

This authority to compromise late listing penalties applies only so long as the tax bill remains unpaid by the taxpayer. If the tax bill has been paid, then any refund must be made in accordance with G.S. ' 105-381 which authorizes refunds in only three circumstances; (i) a tax imposed through clerical error; (ii) an illegal tax; and (iii) a tax imposed for an illegal purpose. It is my understanding that the taxes have not been paid in the present case.

Although the statute provides no guidance as to when compromise is appropriate, I would recommend that the Board not compromise late-listing penalties absent a showing that the

taxpayer would be unfairly penalized or that payment of the claim is unduly burdensome. In my opinion, such showing has not been made in the present case, and I concur with the Tax Administrator's position that the request for waiver of the late listing penalty be denied.

Approval by the Board of this item on the Consent Agenda shall constitute denial of the request for waiver of the late listing made by Decore-Ative Specialties NC LLC.

Please let me know if you have any questions.

cc: Al Greene, County Manager (via agenda packet)
John Petoskey, Tax Administrator (by e-mail, w/o enclosures)
Lynn West, Clerk to the Board (for October 19, 2009, agenda)

General Taxes	Property Number: 50067287 Year: 2009
----------------------	---

Property Information

Property Number: 50067287
Property Type: Personal Property
Deeded Owner: DECOR-ATIVE SPECIALTIES NC LLC
Deed Vol/Page: N/A / N/A
Plat Book/Page: N/A / N/A
Acres: N/A
Location Address:

Location Description 701 INDUSTRIAL DR
Property Description: FURNITURE MFR
Tax Set: MONROE CITY-MON SCH
Unit(s): UNION COUNTY
 CITY OF MONROE

Lender Information

There is no lender information for this property.

Bill Information

Assessed Value: 0.00
Bill Number: 3506
Mailing Address: DECORE-ATIVE SPECIALTIES NC LL
 2772 S PECK RD
 MONROVIA, CA 91016-0000

Flags

Garnishment: None	NSF: None
Bankruptcy: None	Judgement: None
Alert: None	Deferral: None
Discovery: None	Rollback: None
Supplemental: None	Release: None
CB Deferral: None	

Year	Total Charge	Pending Payments	Posted Payments	Total Due
2009	79447.81	0.00	0.00	79447.81
2008	75150.73	0.00	75150.73	0.00
2007	74065.97	0.00	74065.97	0.00
2006	69403.29	0.00	69403.29	0.00
2005	55742.61	0.00	55742.61	0.00
2004	63026.45	0.00	63026.45	0.00
2003	35392.48	0.00	35392.48	0.00
2002	33552.32	0.00	33552.32	0.00
2001	27935.50	0.00	27935.50	0.00
2000	28236.50	0.00	28236.50	0.00
1999	39927.42	0.00	39927.42	0.00
1998	35308.93	0.00	35308.93	0.00
1997	33033.86	0.00	33033.86	0.00
1996	30933.45	0.00	30933.45	0.00

Total Overpayment: 0.00
Total Surplus: 0.00
Total Pre-Payment: 0.00

From: John Petoskey/UnionCounty
To: Jeff Crook/UnionCounty@UnionCounty
cc: Rebecca Helms/UnionCounty@UnionCounty
Date: Wednesday, September 09, 2009 02:11PM
Subject: Fw: Decore-Ative Specialties

Jeff,

I concur with the Personal Property Supervisor, Becky Helms, that the attached request for waiver of the late listing penalty should be denied.

I will forward the hard copies of the original appeal to your office.

I would appreciate your opinion and forward to the Board for action.

Thanks, John

John Petoskey
Union County Tax Administrator
PO Box 97
Monroe, NC 28111-0097
johnpetoskey@co.union.nc.us
(704) 283-3748
(704) 283-3616 Fax

-----Forwarded by John Petoskey/UnionCounty on 09/09/2009 02:11PM -----

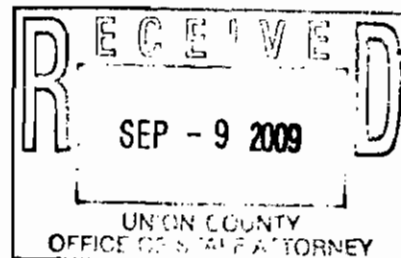
To: John Petoskey/UnionCounty@UnionCounty
From: Rebecca Helms/UnionCounty
Date: 09/08/2009 03:00PM
Subject: Decore-Ative Specialties

My letter of recommendation is attached.

Becky E. Helms
Personal Property Supervisor
Union County Tax Administration
P. O. Box 97
Monroe, NC 28111-0097
Phone: 704-283-3511
Fax: 704-292-2588

Attachments:

Decore-Ative Specialties Late Listing Response.doc



From: John Petoskey/UnionCounty
To: Jeff Crook/UnionCounty@UnionCounty
cc: Rebecca Helms/UnionCounty@UnionCounty
Date: Wednesday, September 09, 2009 02:11PM
Subject: Fw: Decore-Ative Specialties

Jeff,

I concur with the Personal Property Supervisor, Becky Helms, that the attached request for waiver of the late listing penalty should be denied.

I will forward the hard copies of the original appeal to your office.

I would appreciate your opinion and forward to the Board for action.

Thanks, John

John Petoskey
Union County Tax Administrator
PO Box 97
Monroe, NC 28111-0097
johnpetoskey@co.union.nc.us
(704) 283-3748
(704) 283-3616 Fax

-----Forwarded by John Petoskey/UnionCounty on 09/09/2009 02:11PM -----

To: John Petoskey/UnionCounty@UnionCounty
From: Rebecca Helms/UnionCounty
Date: 09/08/2009 03:00PM
Subject: Decore-Ative Specialties

My letter of recommendation is attached.

Becky E. Helms
Personal Property Supervisor
Union County Tax Administration
P. O. Box 97
Monroe, NC 28111-0097
Phone: 704-283-3511
Fax: 704-292-2588

Attachments:

Decore-Ative Specialties Late Listing Response.doc

From: John Petoskey/UnionCounty
To: Jeff Crook/UnionCounty@UnionCounty
cc: Rebecca Helms/UnionCounty@UnionCounty
Date: Wednesday, September 09, 2009 02:11PM
Subject: Fw: Decore-Ative Specialties

Jeff,

I concur with the Personal Property Supervisor, Becky Helms, that the attached request for waiver of the late listing penalty should be denied.

I will forward the hard copies of the original appeal to your office.

I would appreciate your opinion and forward to the Board for action.

Thanks, John

John Petoskey
Union County Tax Administrator
PO Box 97
Monroe, NC 28111-0097
johnpetoskey@co.union.nc.us
(704) 283-3748
(704) 283-3616 Fax

-----Forwarded by John Petoskey/UnionCounty on 09/09/2009 02:11PM -----

To: John Petoskey/UnionCounty@UnionCounty
From: Rebecca Helms/UnionCounty
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Becky E. Helms
Personal Property Supervisor
Union County Tax Administration
P. O. Box 97
Monroe, NC 28111-0097
Phone: 704-283-3511
Fax: 704-292-2588

Attachments:

Decore-Ative Specialties Late Listing Response.doc



UNION COUNTY
Office of the Tax Administrator
500 N. Main Street, Suite 236
P.O. Box 97
Monroe, NC 28111-0097

704-283-3746
704-283-3616 Fax

John C. Petoskey
Tax Administrator

MEMORANDUM

TO: John C. Petoskey
FROM: Becky E. Helms *beh*
DATE: September 8, 2009
RE: Decore-Ative Specialties NC LLC
Account Number 50067287

We received a letter, requesting the waiver of the late listing penalty, from the above mentioned taxpayer.

The taxpayer did not file the 2009 Union County Business Personal Property Listing until March 20, 2009. Therefore, the taxpayer received the statutory ten percent (10%) late listing penalty. This taxpayer has a 2009 taxable value in the amount of \$10,860,945. The amount of taxes due is \$72,225.28, and the late listing penalty is \$7,222.53.

The taxpayer did not request an extension to file, but the listing would have been late since Union County's resolution states that March 15 is the last date to list if an extension is granted.

I recommend that the request for the waiver of the late listing penalty be denied.

DECORE-ACTIVE SPECIALTIES®

Fine Crafted Cabinet Doors

August 25, 2009


Union County Commissioners
John Petoskey
Po Box 97
Monroe, NC 28111

RE: Customer # 50-067-287

Mr. Petoskey,

Per my conversation with the Union County Assessors office, I was told to contact you in regards to our late list penalty on our property tax bill for the above customer number. Due to severe staff reductions, the person that usually completed this return was laid off in February after requesting an extension on the return. We mistakenly believed the due date for the return was the same as that for our California returns (4/1/09) as that is where our main office is located. We are asking that the penalty be waived this one time as a result of extenuating circumstances. We appreciate your consideration and help with this matter. Please feel free to contact me at 626-254-9191 ext. 6800 if you should have any questions or require further clarification.

Sincerely,



Lori Woodcock
Director of Finance & Taxation

UNION COUNTY
 P O BOX 38
 MONROE, NC 28111-0038



PROPERTY TAX NOTICE

DUE DATE: Property taxes are due and payable September 1 and delinquent if not paid in full by January 5, 2010 Postmark affixed by U.S. Postal Service will be accepted.

FAILURE TO PAY: Taxes are delinquent after January 5 and subject to garnishment of wages and/or bank accounts, levy on personal property, and foreclosure proceedings.

INTEREST: 2% Interest assessed after January 5, 2010 plus additional interest of 3/4 of 1% on the first of each month thereafter until paid.

RETURNED CHECK PENALTIES/FEEES: A penalty of \$25 or 10% of the amount of check, whichever is greater, up to \$1,000, for returned checks because of insufficient funds or nonexistent accounts as provided by NC GS # 105-357 (b) (2).

PERSONAL PROPERTY: Appeals on value, situs, or taxability may be appealed within 30 days after the date of this notice. G.S. 105-317.1 (c).

48196 1 MB 0.382

48196

DECORE-ATIVE SPECIALTIES NC LL
 2772 PECK RD
 MONROVIA CA 91016-5005 48196
 190

ESCROW/MORTGAGE ACCOUNTS: The property owner is responsible for ensuring full payment of this obligation. If funds are held in escrow to pay for this notice, forward to the appropriate mortgage holder.

CUSTOMER NO.	ACCOUNT NO.	BILL NO.	BILL DATE	TAX YEAR	DUE DATE	DELINQUENT AFTER
50-087-287	50-087-287	0000005707	07/14/2009	2009	09/01/2009	01/05/2010

REAL ESTATE DESCRIPTION: TOWNSHIP: DEED REFERENCE: ACREAGE: FARM/HISTORIC CODE:	FURNITURE MFR MONROE	REAL ESTATE VALUE: LESS EXCLUSION VALUE: TOTAL TAXABLE VALUE: VALUE SUBJECT TO LATE LISTING PENALTY:	10,860,945 10,860,945 10,860,945
---	-------------------------	---	--

FARM MACHINE AND EQUIPMENT VALUE AND TAX (NOTICE THIS LINE FOR INFORMATION ONLY) TAX: .00 VALUE: 0

TAXING DISTRICT	RATE PER \$100 VALUE	AMOUNT DUE	HOW YOUR COUNTY PROPERTY TAX DOLLAR IS SPENT - FISCAL YEAR 2009-2010
UNION COUNTY LATE LIST PENALTY	0.6650 0	72,225.28 7,222.53	CULTURAL & RECREATIONAL 3 % GENERAL GOVERNMENT 6 % PUBLIC SAFETY - SHERIFF 9 % PUBLIC SAFETY - OTHER 5 % ECONOMIC DEVELOPMENT 1 % HUMAN SERVICES 17 % EDUCATION 59 % TOTAL 100 %
TOTAL TAX AND FEES DUE		79,447.81	

QUESTIONS CONCERNING PAYMENT CALL COLLECTIONS AT (704) 283-3848 • ALL OTHER QUESTIONS CALL ASSESSOR AT (704) 283-3746

▲ PLEASE KEEP THIS COPY FOR YOUR RECORDS ▲
 ▼ PLEASE RETURN THIS PORTION WITH PAYMENT ▼

CUSTOMER NO	ACCOUNT NO	BILL NO	BILL DATE	DUE DATE	CORRECT AMOUNT IF PAID BY	TOTAL AMOUNT DUE
50-087-287	50-087-287	0000005707	07/14/2009	09/01/2009	01/05/2010	79,447.81



Your payments should be mailed to the address below. Payments may be made in person at the Collector's Office in the Government Center, 500 N. Main St., Ste. 119, Monroe NC 28112. Payments may also be made by telephone (1-800-272-9829) or internet at (www.co.union.nc.us) using Mastercard, VISA, Discover or American Express. Union County's jurisdiction code is 4352 which will be a required entry when paying. A fee will be added if you choose to complete the payment transaction by phone or internet.

TO CHANGE YOUR MAILING ADDRESS, PLEASE FILL IN NEW ADDRESS BELOW

NAME: _____
 ADDRESS: _____
 CITY: _____ STATE: _____ ZIP: _____

POSTMARK AFFIXED BY U.S. POSTAL SERVICE WILL BE ACCEPTED

MAKE CHECK PAYABLE & REMIT TO:

UNION COUNTY
 PO BOX 580365
 CHARLOTTE NC 28258-0365



01200905000672871010100000000001200907140079447818

General Taxes - Charges	Property Number: 50067287 Year: 2009
--------------------------------	---

Charges - Total

Year	Charge Type	Total Charge	Pending Payments	Posted Payments	Total Due
2009	General tax	72225.28	0.00	0.00	72225.28
2009	Late list penalty	7222.53	0.00	0.00	7222.53

Charges - By Billing Detail

Year	Bill Number	Billing Detail Type	Charge Type	Approved	Total Charge	Pending Payments	Posted Payments	Total Due
2009	5707	Property Tax Detail	General tax	N/A	72225.28	0.00	0.00	72225.28
2009	5707	Property Tax Detail	Late list penalty	N/A	7222.53	0.00	0.00	7222.53

General Taxes	Property Number: 50067287 Year: 2009
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Property Information

Property Number: 50067287
 Property Type: Personal Property
 Deeded Owner: DECOR-ATIVE SPECIALTIES NC LLC
 Deed Vol/Page: N/A / N/A
 Plat Book/Page: N/A / N/A
 Acres: N/A
 Location Address:
 Location Description: 701 INDUSTRIAL DR
 Property Description: FURNITURE MFR
 Tax Set: MONROE CITY-MON SCH
 Unit(s): UNION COUNTY
 CITY OF MONROE

Lender Information

There is no lender information for this property.

Bill Information

Assessed Value: 0.00
 Bill Number: 3506
 Melling Address: DECORE-ATIVE SPECIALTIES NC LL
 2772 S PECK RD
 MONROVIA, CA 91016-0000

Flags

Garnishment: None	NSF: None
Bankruptcy: None	Judgement: None
Alert: None	Deferral: None
Discovery: None	Rollback: None
Supplemental: None	Release: None
CB Deferral: None	

Year	Total Charge	Pending Payments	Posted Payments	Total Due
2009	79447.81	0.00	0.00	79447.81
2008	75150.73	0.00	75150.73	0.00
2007	74065.97	0.00	74065.97	0.00
2006	69403.29	0.00	69403.29	0.00
2005	55742.61	0.00	55742.61	0.00
2004	63026.45	0.00	63026.45	0.00
2003	35392.48	0.00	35392.48	0.00
2002	33552.32	0.00	33552.32	0.00
2001	27935.50	0.00	27935.50	0.00
2000	28236.50	0.00	28236.50	0.00
1999	39927.42	0.00	39927.42	0.00
1998	35308.93	0.00	35308.93	0.00
1997	33033.86	0.00	33033.86	0.00
1996	30933.45	0.00	30933.45	0.00

Total Overpayment: 0.00
 Total Surplus: 0.00
 Total Pre-Payment: 0.00



DUE BY JANUARY 31

BUSINESS PERSONAL PROPERTY LISTING

DUE BY JANUARY 31

RETURN TO: UNION COUNTY TAX ADMINISTRATOR, P.O. BOX 97, MONROE, NC 28111-0097 TELEPHONE: (704)-292-2528

FOR DEPARTMENT USE ONLY ==>	ACCOUNT NUMBER 50067287	DISTRICT 201	TWP 009 MO	SCHOOL	CITY	PENALTY L	VALUE 12,860,945
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DECORE-ATIVE SPECIALTIES NC LLC
2772 S PECK RD
MONROVIA CA 910160000

LOCATION OF ACCOUNTING RECORDS: 2772 S Peck Rd Monrovia Ca

DATE BUSINESS BEGAN IN COUNTY: 1996

DATE BUSINESS FISCAL YEAR ENDS: November 30

CHECK ONE > CORPORATION PROPRIETORSHIP PARTNERSHIP
UNINCORPORATED ASSOCIATED OTHER (SPECIFY) LLC

CHECK BUSINESS CATEGORY > RETAIL WHOLESALE MANUFACTURING
SERVICE LEASING/RENTAL FARMING OTHER

OTHER NC COUNTIES WHERE PERSONAL PROPERTY IS LOCATED:

PHYSICAL ADDRESS: 701 Industrial Dr Monroe NC

REAL ESTATE OWNED BY:

FED ID: 931227469

TYPE OF BUSINESS IN UNION COUNTY: Manufacturing

STANDARD INDUSTRIAL CLASSIFICATION CODE(SIC):

NAME BUSINESS LISTED AS LAST YEAR:

CONTACT PERSON FOR AUDIT: Lori Woodack 626-254-9191

ADDRESS & PHONE: 2772 S Peck Rd Monrovia Ca

IF OUT OF BUSINESS COMPLETE THIS SECTION ==> DATE CEASED

CHECK ONE: SOLD CLOSED BANKRUPT OTHER

SOLD EQUIPMENT/FIXTURES/SUPPLIES TO:

BUYER'S ADDRESS & PHONE:

SCHEDULE A A10

Year Acquired	GROUP (1) MACHINERY AND EQUIPMENT			
	ORIGINAL COST	ADDITIONS	DELETIONS	TOTAL COST
2008		133187		133187
2007	1,150,619			1150619
2006	2,953,692		566507	2387185
2005	1,723,785	8574		1732359
2004	2,705,816		17280	2688536
2003	1,946,165		25001	1921164
2002	509,215		39406	469809
2001	1,166,521			1166521
2000	306,694			306694
1999	150,254			150254
1998	410,028			410028
1997	274,769		58669	216100
1996	652,710		253572	399132
1995	2,328,306			2328306
1994		1720		1720
1993	8,552	10819		19371
PRIOR	73,960	9319		83279
TOTAL	16,361,086	1362019	960441	16762644

Year Acquired	GROUP (2) OFFICE FURNITURE			
	ORIGINAL COST	ADDITIONS	DELETIONS	TOTAL COST
2008				
2007				
2006				
2005		3,651		3651
2004		201,466		201466
2003				
2002				
PRIOR		83,210		83210
TOTAL		288,327		288327

Year Acquired	GROUP (3) COMPUTER EQUIPMENT			
	ORIGINAL COST	ADDITIONS	DELETIONS	TOTAL COST
2008		163807		163807
2007	31,128			31128
2006	115,207			115207
2005	276,440			276440
PRIOR	610,661			610661
TOTAL	1,033,436			1197243

Year Acquired	GROUP (5) EXPENSED ITEMS (cap thresh) M3			
	ORIGINAL COST	ADDITIONS	DELETIONS	TOTAL COST
2008		3221		3221
2007	7,011			7011
PRIOR	7,861			7861
TOTAL	14,872			18093

Year Acquired	GROUP (6) OTHER			
	ORIGINAL COST	ADDITIONS	DELETIONS	TOTAL COST
2008				
2007	4,495			4495
2006	3,586			3586
2005	6,055			6055
2004				
2003	10,937			10937
2002				
PRIOR	147,603			147603
TOTAL	172,676			172676

GROUP (8) SUPPLIES - SEE INSTRUCTIONS			
TYPE	COST	TYPE	COST
(1) Office Supp	2329	(1) Safety	1865
(2) Prod Supp	50681	(2)	
(3) Maint Supp	8195	(3)	148551
(4) Replacement pt	85477	(4)	

Year Acquired	GROUP (4) LEASEHOLD IMPROVEMENTS			
	ORIGINAL COST	ADDITIONS	DELETIONS	TOTAL COST
2008				
2007				
2006				
2005				
2004				
2003				
2002				
2001				
2000				
1999				
1998				
1997				
1996				
1995				
PRIOR				
TOTAL				

GROUP (7) CONSTRUCTION IN PROGRESS
LIST IN DETAIL ALL EXPENDITURES IN CIP ACCOUNT (Personal Property)
ON JANUARY 1, BUT NOT INCLUDED ABOVE - SEE INSTRUCTIONS
TOTAL CIP: \$

RELEASES SEPTEMBER 2009

Acct #	Name	Release #	Real Value	Per. Value	UCGT	UCLL	HembyGT	HembyL	SpringsGT	Springs	StallGT	StallLL	WaxhawGT	WaxhawLL	WesleyGT	WesleyLL
2099																
06182022	CUTBERTSON RD I	5618	470,800										118.78			
06182021	CUTBERTSON RD I	5619	467,260										116.87			
07063360	RIBNICKI MICHAEL E	5627	45,000				22.18									
01072002	HANEY NORRIS ET AL	5628	573,130													
01141002	MORGAN RANDY MA	5629	286,800													
02138007	STATON CURTIS REE	5639	54,800													
08063001C	MORSE BRIAN K & JE	5631	343,480													
08370012E	HELMS MICHAEL L ET	5632	982,290													
04231024	MOSER PAULINE	5633	237,650													
04090022A	COLLINS PARIS S	5634	117,100													
04153004	MANGUM JOHNNY F	5635	128,890													
F6123018	HINSON FARMS LLC	5636	367,760													
G6123018	HINSON FARMS LLC	5637	911,920												174.18	
03065006	CUTBERTSON REGI	5638	84,620													
03033006	LYNN TRINA M & HUS	5639	168,540													
04153003	HINSON ATHA MAE LI	5640	297,760													
04218010	AUTRY RICHARD & GI	5641	258,300													
08128001A	BRASWELL EVANDE	5642	4,100													
08198004B	BAUCOM DAVID C & V	5643	2,360													
08129001	BRASWELL EVANDE	5644	127,490													
01150010B	LESZCZYNSKI ZYGMU	5645	42,100													
07080139	SECRETARY OF HOU	5646	185,480							75.26						
02006018	PIFFER JIMMY TAYL	5647	45,000													
03063018	CARSWELL JOEY & V	5648	226,770													
03135018	HELMS SHIRLEY BEN	5650	22,680													
08240021	STARNES BARBARA	5651	84,870													
08261029	FURR D L & WF PAUL	5652	17,880													
09149035	SIMPSON DONALD R	5653	60,680													
06090033B	CARPENTER JEFF & J	5654	90,840													
07089034	MONROE INVESTORS	5655	633,760													
07150371	CRAVENS LARRY E &	5656	9,410													
06198008	SODERGREN ERIC C	5659	39,630								3.82					
06016041	HELMS LEON & CARC	5675	46,130						14.11							
06015040	HELMS LEON & CARC	5676	44,100						13.49							
08072028 0	HELMS J HUGH & WF	5677	132,230													
07150295	DUFF TIMOTHY J & DI	5678	43,930													
08102018	J J & H INVESTMENTS	5683	1,045,430								17.83					
08072008C	LONG DANIEL WILSO	5684	24,626													
08075017	MEDLIN EVERETTE &	5685	29,640													
08129010	KIKER PHYLIS & HUS	5686	29,000													
08349043	WESTBROOK CLINTO	5687	67,666													
02096002	CALLAHAN DELORES	5688	63,760													
07066491	PARKER GENE & KAF	5689	45,000				22.19									
08081030	COBB THOMAS R & V	5690	45,000													
08267036	WOOTEN JACK N & W	5691	45,000													

480
AGENDA ITEM
MEETING DATE 10/19/09

RELEASES SEPTEMBER 2009

Acct #	Name	Release #	Real Value	Perm. Value	UCGT	UCLL	HembyGT	HembyL	SpringsGT	SpringsL	StallGT	StallL	WaxhawGT	WaxhawLL	WesleyGT	WesleyLL
01240001A	MARLOWE JASON &	5692	17,890													
060908012	RICHARDSON TIMOTH	5693	46,160													
060976914	TAYLOR KELLY	5694	62,210													
061631817	BAKARI BRENDA G &	5695	112,670						14.12							
082228205	BROWN ROBERT L &	5696	105,640													11.88
09102078	EASTRIDGE WILLIAM	5697	110,660													21.60
09367019A	PIEZ MARY BEEBEE	5698	76,320						23.97							
09367019E	PIEZ MARY BEEBEE	5699	46,000						14.69							
08048007W	TARGET CORPORATI	5700	161,300													226.62
07114016B	OLD MONROE DEVEL	5701	102,260								41.61					
06160044F	ANDERSON NANCY D	5702	6,460													
06160044D	ANDERSON NANCY D	5703	207,110													
04114002	WHITLEY LINDA SUE	5704	2,960													
09327009	COMMUNITY FELLOW	5705	268,610													
08300040B	MCLESTER TOMMY B	5706	19,870													
09336101	POLK WILLIE G & WIF	5707	45,000													
06018038C	MINERAL SPRINGS V	5708	40,120						12.28							
04102001	BLOUNT THERON	5709	29,730													
02246001 9	SHUBERT FERN H & Y	5712	64,089													
09194015	UNION MEMORIAL RE	5713	195,260													
04033022	FLAG BRANCH BAPT	5714	163,410													
09231205	YOUTH WITH A MISS	5715	589,600													
04132008A	WALTERS H HAROLD	5716	28,410													
01160012 0	HATHCOCK GALEN N	5717	246,030													
06123002	HOWARD I N & ABBO	5718	1,886,100													322.04
05063034D	ED PAPIWORTH HOME	5719	21,660										6.36			
05063034C	ED PAPIWORTH HOME	5720	20,690										5.73			
05063034B	ED PAPIWORTH HOME	5721	20,570										6.10			
05063034A	ED PAPIWORTH HOME	5722	20,970										6.20			
06096003	GROOME BARRY A &	5723	1,192,000													227.82
06096163	GROOME BARRY A &	5725	210,820													40.26
06174048	CALABRETTA ARTHU	5727	97,660													
07068013E	COVINGTON MERIDIA	5732	179,960				56.72									
06192008	CHAMBERS JAMES H	5733	567,900										140.84			
07063651	TRAYWICK ERIC B &	5735	29,000				14.30									
09019030	SHEARIN MALVIN HU	5736	39,160													
09266166 0	LATHAN ANITA BROA	5737	87,900													
05076004B	FREEDOM BAPTIST C	5738	378,660													
06160044E	ANDERSON NANCY D	5739	41,130													
09116070A	NORTH CAROLINA MI	5740	156,160													
06204240	WALDEN FRED	5742	977,700													186.74
09301133	WHITEHEAD JERRY A	5743	96,030													
07016010B	BURGOS MILTON & M	5744	46,000													
60102778	CALDWELL MANAGE	5745		19,241			12.80		0.96							
60100696	BURKE CONSTRUCT	5746		1,699					0.79							
60091195	PRICE CHRISTOPHER	5747		6,820			68.86		6.87							

RELEASES SEPTEMBER 2009

Acct #	Name	Release #	Real Value	Pers. Value	UCGT	UCLL	HembyGT	HembyL	SpringsGT	SpringsL	SteilGT	SteilLL	WexhawGT	WexhawL	WesleyGT	WesleyL
50102089	WATER SOURCE THE	5749		10,000		96.90					4.06	0.41				
50076902	FIVE STAR FOOD SER	5760		37,270		247.85										
50100994	GLAD HEART STUDIO	5761		25,000		168.25										
50101302	SEARCH UPGRADES	5752		10,000		96.50										
50091121	THE JULMARK GROU	5753		6,203		41.26					2.52	0.41			1.91	0.19
50092379	G & A TRANSPORT IN	5764		38,020		252.83										
50090367	FAIRVIEW TRUCK TIR	5765		45,289		301.11										
50091114	CAROLINA RESIDENT	5766		49,900		325.86										
50099006	MASTERS CONSTRUC	5757		25,900		166.25	12.33	1.23								
50101069	FOMINK	5758		25,000		168.25			7.55	6.77						
50096690	ELEGANT ROCKS LLC	5769		18,040		119.97					7.32	0.73				
50102458	VINROOT ROBERT P	5764		18,500		103.08							3.64	0.38		
50101672	HORIZON CAPITAL	5762		25,000		166.25										
50102514	NGUARD INC	5763		2,283		15.18										
50098318	DARNEL INC	5764		174,999		1,163.74										
50101407	SPEEDWAY	5765		50,000		332.50										
50098095	A P C BUILDERS INC	5768		25,000		166.25					10.15	1.02				
50101152	NML MENTORING	5767		5,000		33.25							1.24	0.12		
50100447	AGENT-IPS INC	5788		2,840		18.89										
50100448	AGENT-IPS INC	5789		1,000		6.65			0.31	0.03						
50100449	AGENT-IPS INC	5770		1,000		6.65	0.49	0.05								
50091442	AGENT-IPS INC	5771		1,540		10.24							0.38	0.04		
50083378	AGENT-IPS INC	5772		1,000		6.65					0.41	0.04				
50077110	AGENT-IPS INC	5773		5,960		38.97										
50098192	RUSSELL HOME IMP	5774		25,750		191.19										
50090624	EFIRD DONALD THEO	5776		4,630		30.79	2.26	0.23								
50102235	J T CONSTRUCTION	5777		9,530		64.04										
50096252	EARLY LEARNING FU	5778		33,080		218.58									6.31	0.63
50090792	WILLIAMS ANDY LEE	5779		2,228		14.82										
50098409	AMERICAN GENERAL	5780		28,000		166.25	12.33	1.23								
50102837	UNIFI MANUFACTUR	5781		586,320		3,966.53										
50097930	FIRST CITIZENS BAN	5782		52,209		413.88										
50097630	CARLTON KIMBERLY	5783		1,590		10.87			0.49							
50078636	LONG K C	5784		1,280		8.51										
50071487	LONG K C	5785		15,154		100.97										
50072464	YORK DAVID C & ANN	5786		17,460		116.04										
50089040	ROBEY ASHLEY E	5787		4,740		31.52										
50083430	L A CONCRETE INC	5788		225,980		1,502.77			89.15							
50102928	CELLCO PARTNERSH	5789		388,332		258.24						16.77				
50100951	D R L CONSTRUCTION	5790		25,009		166.25										
50015558	TRULL'S GARAGE	5791		57,820		384.50										
50101160	EDGE ACCENTS INC	5792		25,000		166.25									4.78	0.48
50101123	EDWIN SPELLMAN HO	5793		25,000		166.25										
50101592	UNIQUE ANTIQUES &	5794		5,000		33.25	2.47	0.25								
50100968	WEDDINGS OF THE S	5795		10,009		66.50										
50101709	INSPIRED RENOVATI	5796		25,000		166.25	12.33	1.23								

RELEASES SEPTEMBER 2009

Acct #	Name	Release #	Real Value	Pers. Value	UCGT	UCLL	HembyGT	HembyL	SpringsGT	Springs	StallGT	StallLL	WaxhawGT	WaxhawLL	WesleyGT	WesleyLL
50080402	FIRST DATA MERCHA	5797		5,285	36.15		3.76								1.01	0.11
50101489	FINANCIAL EDUCATK	5798		25,000	166.25				7.65	0.77						
50102119	CK EVENTS AND PRO	5799		9,550	65.60											
50096374	BEL LAR	5800		25,000	166.25		16.63								4.78	0.48
50085377	BASF CONSTRUCTION	5801		6,451	42.86						2.82					
50095486	WINTHROP RESOURC	5802		7,844	19.91											
50102940	BETTER LIFE FITNES	5803		148,373	973.35						59.43					
50097030	D L PETERSON TRUS	5804		44,896	258.55											
50070511	SPRINTCOM INC	5805		65,109	482.93						27.55					
50025454	DAIMLER TRUCKS NC	5806		81,134	408.84											
50100138	SPRINTCOM INC	5807		18,582	123.57											
50097895	SPRINTCOM INC	5808		39,514	282.77											
50101161	FRAZIER FINE INTER	5811		14,439	99.02		9.98	7.12	0.74							
50098195	PRICE DENNIS NEAL	5812		1,720	11.44		1.14									
50102182	FOURNIER JAMES AL	5813		12,200	81.13		8.11		3.73	0.37						
50101820	MEGGS WESLEY BRE	5814		11,220	74.61		8.85									
50101898	ROGERS SHERRY PL	5815		8,055	49.46		4.42									
50098226	MASCHERI DONALD C	5816		12,482	82.47		8.26									
50099142	S J C CONSTRUCTION	5817		28,780	181.19		18.12									
50102145	STURBRIDGE MANUF	5818		78,000	488.75		48.88									
50101041	ART OF THE EYE PHC	5819		10,000	66.50		6.65									
50101974	HOPPER COMPANY II	5820		976	6.48		0.65									
50102578	SOUTHERN COPTERS	5821		56,951	392.02											
50094790	THE HOPPER CO INC	5822		774	5.14		3.47									
50085664	MATTHEWS DEAN SE	5823		14,535	95.86		9.57								2.75	0.28
50101952	K & J SERVICES INC	5824		25,000	166.25		16.63									
50099346	ZAREPHATH INCORP	5825		25,000	166.25		16.63		7.65	0.77						
50096619	WHEELER CLEVE	5826		20,000	133.00		13.30									
50092974	ME PRODUCTIONS LL	5830		2,330	15.49		1.55	1.15	0.11							
50097992	SPRINTCOM INC	5831		49,140	320.13										9.19	
50087303	SPRINTCOM INC	5832		30,434	202.39						12.38					
50087302	SPRINTCOM INC	5833		32,110	213.53											
50087301	SPRINTCOM INC	5834		33,980	219.98								7.98			
50077205	SPRINTCOM INC	5835		25,971	168.73											
50074083	SPRINTCOM INC	5836		43,316	288.06				13.25							
50074082	SPRINTCOM INC	5837		42,116	280.06										8.04	
50071597	SPRINTCOM INC	5838		38,790	264.60											
50071595	SPRINTCOM INC	5839		38,616	266.13								9.56			
50071596	SPRINTCOM INC	5840		58,405	441.59											
50070513	SPRINTCOM INC	5841		85,894	636.38											
50070512	SPRINTCOM INC	5842		43,400	288.81											
50070514	SPRINTCOM INC	5843		28,533	190.41											
50079310	SCHULER KARL & WF	5845		14,580	97.82											
50088954	JACKSON MARKO D	5846		2,800	19.15				0.88							
50064482	FIRST CITIZENS BANH	5847		9,504	65.19											

RELEASES SEPTEMBER 2009

Acct #	Name	Release #	Real Value	Pers. Value	UCGT	UCLL	HembyGT	HembyL	SpringsGT	SpringsL	StallGT	StallLL	WaxhawGT	WaxhawLL	WesleyGT	WesleyLL	
50085396	KIRKCO	5848		79,000		528.35											
50088323	STOKES STEVE & MA	5849		9,728		94.86											
50091880	BAATZ THOMAS EDW	5850		2,047		13.61	1.01										
50028625	DEESE & FURR MASQ	5851		4,278		28.44											
50077335	HAYWOOD ELIZABET	5852		730		4.85									0.14		
50016891	HAYWOOD ELIZABET	5853		1,125		7.48									0.21		
50099808	MARZE JEAN MELTO	5854		26,370		178.38		6.07									
50641829	MALONE RONNIE WA	5856		14,110		93.83	9.38										
08099025	SHILOH ADVENT CHR	5859		35,300		234.75											
08126016C	SHILOH ADVENT CHR	5880		147,196		978.65											
50641829	MALONE RONNIE WA	5861		14,110													
08111002	GIBBS W DUNCAN LL	5862		848,440		5,628.83							209.82				
08111003	GIBBS W DUNCAN LL	5863		852,580		5,869.88							211.44				
08123002	HOWARD I N & ABBO	5864		52,290		347.73									9.89		
04114001	TYSON CARLTON & C	5865		32,940		219.05											
08135014B	HONEYCUTT BRUCE	5867		300		2.00											
50095260	EVANS NATIONAL LE	5868		14,986		98.82	7.38										
50096873	MEDICAL INTERPRET	5869		5,302		35.26					2.75						
50098098	NICHOLS CHARLES J	5871		1,549							0.83						
50099018	LAURICK VENTURES	5873		47,093		313.17											
50093116	REJ ENTERPRISES LI	5874		4,727		31.43	2.33										
50064688	FINANCIAL SECURITY	5876		1,320		6.78											
50091880	WALTERS BRUCE	5877		1,890		12.37											
50101812	MOYSAKIS VASILIS B	5878		32,680		216.86	23.84										
50093067	BANK OF THE OZARK	5879		9,288		81.77											
50093068	BANK OF THE OZARK	5880		3,182		13.04							0.49				
50099219	UNION COUNTY REAL	5881		27,925		185.70	19.12										
50068373	HEALTHCARE PRODU	5885		1,109		7.97	2.00				0.49	0.12					
50089268	C K PROPERTIES OF	5886		4,587		30.50	18.88	2.27	1.40								
50093031	PHIL SIMPSON LANDS	5887		32,886		217.16	138.23										
50101809	GRANDMA'S DOLL CI	5888		23,800		166.27	16.63						5.83	0.82			
50101987	JUST LOVE GROOMIN	5889		25,000		196.26	18.63			10.16	1.02						
50074870	AMERICAN FREESTY	5890		6,919		46.85	4.80			2.81	0.26						
50095919	ALL MAID UP CLEANI	5891		1,100		7.32	0.73										
50096382	FLORAL DELIGHTS LI	5892		5,750		38.24	3.82				2.33	6.23					
50101235	MASTER CRAFT MAD	5893		25,900		188.25	18.83	12.33	1.23								
50090534	E I T INC	5894		80,280		334.38	33.44										
50088839	MCCUTCHEON WILLI	5896		12,940		86.05	8.61										
50101008	JON THE ROOSTER	5897		25,900		169.25	16.83										
50103062	TWC DIGITAL PHONE	5898		101,498													
Totals - 2009				19,687,853	4,109,341	160,464.24	1,307.00	246.18	8.65	211.49	2.71	283.53	20.03	844.93	1.16	1,298.53	2.17
2008																	
50097084	L & M QUICK STOP IN	5629		57,500		382.38	38.24										
50064085	PHOTO PRO & MORE	5621		45,039		289.51											
50096987	TECHNICAL TRADE S	5624		28,760		191.19	19.12										

RELEASES SEPTEMBER 2009

Acct #	Name	Release #	Real Value	Para. Value	UCGT	UCLL	HembyGT	HembyL	SpringsGT	SpringsL	StallGT	StallL	WaxhawGT	WaxhawL	WesleyGT	WesleyL
06098003	GROOME BARRY A &	8724	1,163,290		7,736.28										222.17	
06098163	GROOME BARRY A &	8726	210,820		1,401.88										40.28	
60091195	PRICE CHRISTOPHER	8748		3,550	23.61		2.38									
60098890	ELEGANT ROCKS LLC	8750		15,590	104.34		10.43				6.37	0.64				
60098192	RUSSELL HOME IMPR	8775		25,000	186.25		16.63									
60098619	WHEELER CLEVE	8828		20,224	134.49		13.46									
60098634	E I T INC	8895		43,720	290.74		29.07									
60098624	PARTNERS COMMUN	8900		31,978	212.68											
60098624	PARTNERS COMMUN	8902		277,688		21.28										
Totals - 2006			1,374,020	649,140	10,942.39	150.66					6.37	0.64			262.43	
2007																
60097084	L & M QUICK STOP IN	6625		50,000	368.55	35.88										
60095997	TECHNICAL TRADE S	5626		25,000	177.78	17.78										
60094085	PHOTO PRO & MORE	6622		20,332	144.88	14.48										
60098619	WHEELER CLEVE	8827		20,224	143.78	14.38										
60098624	PARTNERS COMMUN	8901		27,450	195.19											
60098624	PARTNERS COMMUN	8903		211,400		18.52										
Totals - 2007				354,466	1,016.88	101.69										
2008																
60098619	WHEELER CLEVE	8829		20,224	128.77	12.88										
Totals - 2008				20,224	128.77	12.88										
GRAND TOTALS - ALL YEARS			21,061,873	5,024,171	172,542.28	1,572.13	246.18	8.65	211.49	2.71	289.90	20.67	844.93	1.15	1,560.88	2.17

RELEASES SEPTEMBER 2009

Acct #	Name	Release #	Real Value	Pers. Value	AliensFF	BakersFF	GriffithFF	LanesCr FF	StackFF	UnionvilleFF	WesleyTT	WesleyLLP	HembyTT	WingateTT	WingateLLP	Totals
2009																
06182022	CUTHERBERTSON RD I I	5618	470,900													3,248.27
06182021	CUTHERBERTSON RD I I	5619	467,250													3,223.08
07083360	RIBNICKI MICHAEL E	5627	45,000													321.43
01072002	HANEY NORRIS ET AL	5628	573,130													3,811.32
01141002	MORGAN RANDY MA	5629	295,800													1,873.72
02136007	STATON CURTIS REE	5630	54,800													384.42
08063001C	MORSE BRIAN K & JE	5631	343,480													2,284.14
08378012E	HELMS MICHAEL L E	5632	992,290													6,598.72
04231024	MOSER PAULINE	5633	237,650													1,580.37
04090022A	COLLINS PARIS S	5634	117,100													778.71
04163004	MANGUM JOHNNY F	5635	128,590													855.12
F6123018	HINSON FARMS LLC	5636	367,760													2,445.60
G6123018	HINSON FARMS LLC	5637	911,920													6,238.45
03061006	CUTHERBERTSON REGI	5638	94,620													562.72
03033006	LYNN TRINA M & HUS	5639	168,540													1,054.29
04153003	HINSON ATHA MAE L	5640	297,760													1,980.11
04216010	AUTRY RICHARD & G	5641	268,300													1,717.70
08128001A	BRASWELL EVANDE	5642	4,180							4.37						32.03
08198004B	BAUCOM DAVID C & V	5643	2,350													15.63
08128001	BRASWELL EVANDE	5644	127,490							48.10						895.91
01160010B	LESZCZYNSKI ZYGMU	5645	42,100													278.98
07090139	SECRETARY OF HOUS	5646	166,450													1,300.63
02008016	PHIFER JIMMY TAYL	5647	45,000													299.25
03063018	CARSWELL JOEY & V	5648	225,770					10.00								1,511.38
03136019	HELMS SHIRLEY BEN	5650	22,880					45.00								196.62
08240021	STARNS BARBARA	5651	84,870							43.73						608.12
08261020	FURR D L & WF PAUL	5652	17,880													117.67
08149035	SIMPSON DONALD R	5653	60,680													403.52
06096033B	CARPENTER JEFF & S	5654	60,840													418.20
07089034	MONROE INVESTORS	5655	633,750													4,214.43
07160371	CRAVENS LARRY E &	5661	9,410													90.40
06198008	SODERGREN ERIC C	5669	39,530													270.43
06016041	HELMS LEON & CARC	5675	46,130													320.87
06016040	HELMS LEON & CARC	5676	44,100													308.75
08072028 0	HELMS J HUGH & WF	5677	132,230							87.46						87.46
07150295	DUFF TIMOTHY J & DI	5678	43,930													306.97
08102018	J J & H INVESTMENTS	5683	1,045,430													6,952.11
08072008C	LONG DANIEL WILSO	5684	24,620													163.72
08076017	MEDLIN EVERETTE &	5685	28,640													197.11
08129010	KIKER PHYLLIS & HUS	5686	20,000													133.00
08346043	WESTBROOK CLINTO	5687	67,585													382.80
02095002	CALLAHAN DELORES	5688	53,760													357.51
07086491	PARKER GENE & KAF	5689	45,000													321.44
08081030	COBB THOMAS R & W	5690	45,000													289.26
08267035	WOOTEN JACK N & W	5691	45,000													289.25

RELEASES SEPTEMBER 2009

Acct #	Name	Release #	Real Value	Pers. Value	AliensFF	BakersFF	GriffithFF	LanesCr FF	StackFF	UnionvilleFF	WesleyTT	WesleyLP	HambyTT	WingateTT	WingateLP	Totals
01240001A	MARLOWE JASON & I	6892	17,890													1938.977
05009012	RICHARDSON TIMOTH	5893	46,160													3271.026
06078014	TAYLOR KELLY	5894	62,210								10.26					4365.891
06153187	BAKARI BRENDA G &	5895	112,870													7701.000
06228205	BROWN ROBERT L &	6696	106,840													7228.899
09102078	EASTRIDGE WILLIAM	5897	110,680													7305.800
09357019A	PIEZ MARY BEEBEE	5898	78,320													5494.800
09357019E	PIEZ MARY BEEBEE	5899	48,000													3331.800
08048007W	TARGET CORPORATI	5700	181,300								194.91					8,275.177
07114016B	OLD MONROE DEVEL	5701	102,280													7221.480
06150044F	ANDERSON NANCY D	5702	8,460													482.800
06150044D	ANDERSON NANCY D	5703	207,110													11,377.280
04114002	WHITLEY LINDA SUE	5704	2,950						8.00							286.802
09327009	COMMUNITY FELLOW	5705	256,610				50.00									11,759.755
08300040B	MCLESTER TOMMY B	5706	19,870			12.06										1968.200
09336101	POLK WILLIE G & WIF	5707	45,000													2998.255
06018036C	MINERAL SPRINGS VI	5708	40,120													2785.080
04102001	BLOUNT THERON	5709	29,730						50.00							2447.730
02248001 9	SHUBERT FERN H & T	5712	64,080													4895.200
09194016	UNION MEMORIAL RE	5713	196,280													11,288.488
04033022	FLAG BRANCH BAPTI	5714	163,410		55.00											11,340.180
09231205	YOUTH WITH A MISSI	5715	980,500													31,880.330
04132008A	WALTERS H HAROLD	5716	28,410													1928.802
01150012 0	HATHCOCK GALEN N	5717	246,030													11,829.455
06123002	HOWARD I N & ABBO	5718	1,889,100													111,820.180
05063034D	ED PAPWORTH HOME	5719	21,580													1493.722
05063034C	ED PAPWORTH HOME	5720	20,690													1482.771
05063034B	ED PAPWORTH HOME	5721	20,570													1481.650
05063034A	ED PAPWORTH HOME	5722	20,970													1481.688
06098003	GROOME BARRY A &	5723	1,192,800													8,783.800
08096183	GROOME BARRY A &	5725	210,820													11,492.231
06174048	CALABRETTA ARTHU	5727	97,880													6980.577
07068013E	COVINGTON MERIDIA	5732	178,950													11,266.330
06182008	CHAMBERS JAMES H	5733	687,900													31,927.338
07083881	TRAYWICK ERIC B & I	5736	29,000													2077.185
09019030	SHEARIN MALVIN HUI	5738	39,180											162.72		4931.183
09258168 0	LATHAN ANITA BROA	5737	87,900													6061.588
06078004B	FREEDOM BAPTIST C	5738	376,880													27,800.749
08150044E	ANDERSON NANCY D	5739	41,130													2870.891
09115070A	NORTH CAROLINA MI	5740	158,160													11,098.480
06204240	WALDEN FRED	5742	977,700													6,680.485
09301133	WHITEHEAD JERRY A	5743	98,030													6848.659
07016010B	BURGOS MILTON & M	5744	45,000													3221.480
50102778	CALDWELL MANAGE	5745		18,241												183.755
50100588	BURKE CONSTRUCT	5746		1,598												117.89
50091196	PRICE CHRISTOPHER	5747		8,829												681.882

RELEASES SEPTEMBER 2009

Acct #	Name	Release #	Real Value	Pers. Value	AllensFF	BakersFF	GriffithFF	LanasCr FF	StackFF	UnionvilleFF	WesleyTT	WesleyLP	HembyTT	WingateTT	WingateLLP	Totals
50102089	WATER SOURCE THE	5749		10,000												77.62
50076902	FIVE STAR FOOD SER	5750		37,270												272.63
50100894	GLAD HEART STUDIO	5751		25,000												182.88
50101302	SEARCH UPGRADES	5752		10,000												76.28
50091121	THE JUL MARK GROU	5753		6,203												60.86
50092379	G & A TRANSPORT IN	5754		38,020												278.11
50090387	FAIRVIEW TRUCK TIR	5755		45,290												334.86
50091114	CAROLINA RESIDENT	5756		49,000												368.44
50099006	MASTERS CONSTRUC	5757		25,000												198.44
50101069	FOMINK	5758		25,000												191.30
50096690	ELEGANT ROCKS LLC	5759		18,040												140.02
50102458	VINROOT ROBERT P	5761		15,500												117.61
50101672	HORIZON CAPITAL	5762		25,000												182.88
50102814	NGUARD INC	5763		2,283												15.18
50098316	DARNEL INC	5764		174,999												1,163.74
50101407	SPEEDWAY	5765		80,000												365.76
50088095	A P C BUILDERS INC	5766		25,000												194.06
50101162	NML MENTORING	5767		5,000												37.94
50100447	AGENT-IPS INC	5768		2,840												20.78
50100448	AGENT-IPS INC	5769		1,000												7.86
50100449	AGENT-IPS INC	5770		1,000												7.86
50091442	AGENT-IPS INC	5771		1,640												11.88
50093378	AGENT-IPS INC	5772		1,000												7.77
50077110	AGENT-IPS INC	5773		5,880												42.87
50099192	RUSSELL HOME IMPR	5774		28,750												210.31
50090624	EFIRD DONALD THEO	5776		4,630												36.38
50102236	J T CONSTRUCTION	5777		9,630										37.86	3.90	112.16
50096262	EARLY LEARNING FU	5778		33,060							5.45	0.65				284.77
50090792	WILLIAMS ANDY LEE	5779		2,228												27.34
50099409	AMERICAN GENERAL	5780		25,000												196.44
50102637	UNIFI MANUFACTURIN	5781		886,320												3,985.53
50097830	FIRST CITIZENS BAN	5782		62,209												413.89
50097830	CARLTON KIMBERLY	5783		1,590												11.06
50078638	LONG K C	5784		1,200												8.51
50071497	LONG K C	5785		16,184												100.97
50072454	YORK DAVID C & ANN	5786		17,450												116.04
50089040	ROBEY ASHLEY E	5787		4,740												31.62
50083430	LA CONCRETE INC	5788		225,980												1,571.92
50102928	CELLCO PARTNERSH	5789		388,332												274.01
50100981	D R L CONSTRUCTION	5790		25,000												182.88
50016656	TRULL'S GARAGE	5791		67,820												422.86
50101160	EDGE ACCENTS INC	5792		25,000												188.14
50101123	EDWIN SPELLMAN HC	5793		25,000												182.88
50101692	UNIQUE ANTIQUES &	5794		5,000												39.30
50100968	WEDDINGS OF THE S	5795		10,000												73.15
50101709	INSPIRED RENOVATIO	5796		25,000												196.44

RELEASES SEPTEMBER 2009

Acct #	Name	Release #	Real Value	Pers. Value	AllensFF	BakersFF	GriffithFF	LanesCr FF	StackFF	UnionvilleFF	WesleyTT	WesleyLLP	HembyTT	WingateTT	WingateLLP	Totals
60080402	FIRST DATA MERCHA	5787		6,285												40.02
60101499	FINANCIAL EDUCATIO	5798		26,000												191.30
60102119	CK EVENTS AND PRO	5799		9,880												72.15
60096374	BEL LAR	5800		26,000												188.14
60096377	BASF CONSTRUCTION	5801		9,461												46.52
60096486	WINTHROP RESOURC	5802		2,844												18.91
60102840	BETTER LIFE FITNES	5803		146,373												1,032.61
60097030	D L PETERSON TRUS	5804		44,896												298.66
60070511	SPRINTCOM INC	5805		68,109												480.58
60026454	DAIMLER TRUCKS NC	5806		61,134												408.64
50100138	SPRINTCOM INC	5807		18,582												123.67
50097995	SPRINTCOM INC	5808		39,514												262.77
60101161	FRAZIER FINE INTERN	5811		14,438												113.88
60098186	PRICE DENNIS NEAL	5812		1,720												12.68
60102182	FOURNIER JAMES AL	5813		12,200												93.34
60101820	MEGGS WESLEY BRE	5814		11,220												83.46
60101866	ROGERS SHERRY PL	5815		8,056												44.88
60096226	MASCHER DONALD C	5816		12,402												90.72
60099142	S J C CONSTRUCTION	5817		28,780												210.31
60102146	STURBRIDGE MANUF	5818		76,000												648.63
60101041	ART OF THE EYE PHC	5819		10,000												73.15
60101974	HOPPER COMPANY II	5820		976												7.13
60102676	SOUTHERN COPTERS	5821		68,961												392.02
60094790	THE HOPPER CO INC	5822		774												8.61
60095684	MATTHEWS DEAN SE	5823		14,635												109.38
60101862	K & J SERVICES INC	5824		26,000												182.88
60099348	ZAREPHATH INCORP	5826		26,000												191.30
60096819	WHEELER CLEVE	5826		20,000		40.21										186.61
60092974	ME PRODUCTIONS LL	5830		2,330												18.30
60097992	SPRINTCOM INC	5831		48,140												329.32
60087303	SPRINTCOM INC	5832		30,434												214.75
60087302	SPRINTCOM INC	5833		32,110												213.83
60087301	SPRINTCOM INC	5834		33,080												227.94
60077206	SPRINTCOM INC	5836		26,071												188.73
60074063	SPRINTCOM INC	5836		43,316												301.30
60074082	SPRINTCOM INC	5837		42,116												288.10
60071697	SPRINTCOM INC	5838		39,790												419.78
60071696	SPRINTCOM INC	5839		36,516										166.18		266.69
60071696	SPRINTCOM INC	5840		68,406												441.69
60070613	SPRINTCOM INC	5841		96,694												636.36
60070612	SPRINTCOM INC	5842		43,400												288.61
60070614	SPRINTCOM INC	5843		28,633												190.41
60079310	SCHULER KARL & WI	5845		14,680				80.00								147.62
60089864	JACKSON MARKO D	5846		2,880												20.03
60084482	FIRST CITIZENS BAN	5847		9,804												66.19

RELEASES SEPTEMBER 2009

Acct #	Name	Release #	Real Value	Pers. Value	AllensFF	BakersFF	GriffithFF	LanesCr FF	StackFF	UnionvilleFF	WesleyTT	WesleyLLP	HembyTT	WingateTT	WingateLLP	Totals
50066396	KIRKCO	5848		79,000												526.36
50088323	STOKES STEVE & MA	5849		9,728												94.68
50091680	BAATZ THOMAS EDW	5850		2,047												14.82
50028626	DEESE & FURR MASC	5851		4,276												28.44
50077336	HAYWOOD ELIZABET	5852		730												4.89
50016891	HAYWOOD ELIZABET	5853		1,128												7.89
50099808	MARZE JEAN MELTO	5854		26,370												183.43
50041829	MALONE RONNIE WA	5855		14,110												103.21
08098025	SHILOH ADVENT CHR	5859	35,300													234.76
08126016C	SHILOH ADVENT CHR	5860	147,150													978.66
50041829	MALONE RONNIE WA	5861		14,110				60.00								60.00
06111002	GIBBS W DUNCAN LL	5862	846,440													5,836.76
08111003	GIBBS W DUNCAN LL	5863	852,580													5,881.09
06123002	HOWARD I N & ARBO	5864	82,290													367.72
04114001	TYSON CARLTON & C	5865	32,940						100.00							319.05
08135014B	HONEYCUTT BRUCE	5867	300							4.37						6.37
50096260	EVANS NATIONAL LE	5868		14,966									3.74			110.04
50096873	MEDICAL INTERPRET	5869		6,302												37.41
50086698	NICHOLS CHARLES J	5871		1,549												0.63
50089018	LAURICK VENTURES	5873		47,093												313.17
50093116	REJ ENTERPRISES LI	5874		4,727												33.78
50064888	FINANCIAL SECURITY	5876		1,329												8.78
50091890	WALTERS BRUCE	5877		1,866												12.37
50101812	MOYSAKIS VASILIS B	5878		32,680												240.60
50093067	BANK OF THE OZARK	5879		9,288												61.77
50093068	BANK OF THE OZARK	5880		3,182												13.83
50098219	UNION COUNTY REA	5881		27,925												204.82
50068373	HEALTHCARE PRODU	5885		1,199												10.88
50089268	C K PROPERTIES OF	5885		4,687												53.06
50093031	PHIL SIMPSON LANDS	5887		32,856												362.39
50101609	GRANDMA'S DOLL CU	5888		23,600												179.36
50101987	JUST LOVE GROOMIN	5889		25,000												194.05
50074870	AMERICAN FREESTY	5890		8,910												53.64
50085918	ALL MAID UP CLEANI	5891		1,198												8.06
50098362	FLORAL DELIGHTS LA	5892		5,750												44.62
50101235	MASTER CRAFT MAD	5893		25,000												196.44
50090534	E I T INC	5894		60,260												387.80
50068639	MCCUTCHEON WILLM	5896		12,940												94.66
50101008	JON THE ROOSTER	5897		29,000												182.88
50103052	TWC DIGITAL PHONE	5898	101,498										26.37			25.37
Totals - 2009			19,687,863	4,100,341	55.00	62.27	60.00	156.00	156.00	188.03	210.62	0.66	29.11	346.48	3.90	165,925.66
2008																
50097084	L & M QUICK STOP IN	5620		57,600												420.62
50064085	PHOTO PRO & MORE	5621		45,039												299.51
50095997	TECHNICAL TRADE S	5624		26,760												210.31

RELEASES SEPTEMBER 2009

Acct #	Name	Release #	Real Value	Pers. Value	AllensFF	BakersFF	GrimthFF	LanesCr FF	StackFF	UnionvilleFF	WesleyTT	WesleyLLP	HembyTT	WingateTT	WingateLLP	Totals
06096003	GROOME BARRY A &	5724	1,183,200													7,957.45
06096163	GROOME BARRY A &	5725	210,820													1,442.21
60091196	PRICE CHRISTOPHER	5745		3,550												25.97
60096690	ELEGANT ROCKS LLC	5790		16,690												121.78
50099192	RUSSELL HOME IMPR	5778		25,000												182.88
60096619	WHEELER CLEVE	5828		20,224		40.21										188.15
50096534	E I T INC	5895		43,720												318.81
50096524	PARTNERS COMMUN	5900		31,578												212.65
50096524	PARTNERS COMMUN	5902		277,889												21.26
Totals - 2006			1,374,020	649,140		40.21										11,402.60
2007																
60097084	L & M QUICK STOP IN	5625		50,000												391.11
50095997	TECHNICAL TRADE S	5626		25,000												195.66
50064085	PHOTO PRO & MORE	5622		20,332												169.03
60096619	WHEELER CLEVE	5827		20,224		38.88										185.12
50096524	PARTNERS COMMUN	5901		27,450												185.79
50096524	PARTNERS COMMUN	5903		211,480												19.52
Totals - 2007				354,466		38.96										1,155.53
2008																
60096619	WHEELER CLEVE	5828		20,224												141.65
Totals - 2008				20,224												141.65
GRAND TOTALS - ALL YEARS			21,061,873	5,024,171	65.00	129.44	50.00	155.00	165.00	168.03	210.62	0.55	29.11	346.46	3.90	175,625.34

REFUNDS SEPTEMBER 2009

Acct #	Name	Release #	Real Value	Pers. Value	UCGT	UCLL	CSGT-995	SpringsG	StallGT	WaxhawGT	WesleyGT	WesleyLL	Lanes Cr	StackFF	WingateTT	Totals
2009																
07069169	KIKER KAY B	5741	11,790		78.40											78.40
50093564	A/C HEATING MAN	5809		30,419	221.72	28.51					6.37	0.82				267.42
50102781	SHEARIN JEFFREY HUN	5858		16,215	107.83										63.24	171.07
50082454	CLARK LANDSCAPE GR	5875		3,086	20.52											20.52
50102192	WRIGHT JUDY	5844		18,140	120.63			5.55								126.18
Totals - 2009			11,790	67,860	549.10	28.51	-	5.55	-	-	6.37	0.82	-	-	63.24	653.59
2008																
03063018	CARSWELL JOEY & WIF	5649	225,770		1,501.38								10.00			1,511.38
07069034	MONROE INVESTORS L	5656	633,750		4,214.43											4,214.43
07150371	CRAVENS LARRY E & V	5662	9,410		62.58				3.82							66.40
06201639	MOHR GLENN A & WF L	5664	20,660		137.39						3.94					141.33
06198008	SODERGREN ERIC C &	5670	39,530		262.88						7.55					270.43
07150295	DUFF TIMOTHY J & DEA	5679	43,930		292.14				17.83							309.97
06177060	ANDERSEN PREBEN & V	5681	277,310		1,844.11						52.97					1,897.08
09207041	RICHARDSON RONALD	5682	21,000		139.66											139.66
04102001	BLOUNT THERON	5710	29,730		197.70								50.00			247.70
06174048	CALABRETTA ARTHUR	5728	97,680		649.57											649.57
06192008	CHAMBERS JAMES H L	5734	567,900		3,776.64					140.84						3,917.38
50071072	C & C TOOL & MACHINE	5857		5,647	37.55											37.55
50084915	WILSON MARVIN EDWA	5882		1,270	8.44	0.51										8.95
Totals - 2008			1,966,670	6,917	13,124.36	0.51	-	-	21.65	140.84	64.46	-	10.00	50.00	-	13,411.82
2007																
06201639	MOHR GLENN A & WF L	5665	23,100		164.26						3.86					168.12
06198008	SODERGREN ERIC C &	5671	30,430		216.38						5.08					221.46
07069034	MONROE INVESTORS L	5657	400,490		2,847.88											2,847.88
07150371	CRAVENS LARRY E & V	5663	32,480		230.96				8.51							239.47
07150295	DUFF TIMOTHY J & DEA	5680	37,780		268.65				9.90							278.55
07087067	STEGALL BRUCE D & DI	5711	65,520		465.91				17.17							483.08
06174048	CALABRETTA ARTHUR	5729	105,390		749.42											749.42
50035837	D M TRULL GRADING C	5856		6,865	48.82											48.82
50084915	WILSON MARVIN EDWA	5883		1,430	10.16	0.30										10.46
Totals - 2007			695,190	8,295	5,002.44	0.30	-	-	35.58	-	8.94	-	-	-	-	5,047.26

480
 AGENDA ITEM
 MEETING DATE 10/19/09

REFUNDS SEPTEMBER 2009

Acct #	Name	Release #	Real Value	Pers. Value	UCGT	UCLL	CSGT-99	SpringsG	StallGT	WaxhawGT	WesleyGT	WesleyLL	Lanes Cr	StackFF	WingateTT	Totals
2006																
50064085	PHOTO PRO & MORE	5623		23,621	150.43											150.43
06201639	MOHR GLENN A & WF L	5666	23,100		147.08						3.52					150.60
06198008	SODERGREN ERIC C &	5672	30,430		193.75						4.63					198.38
07069034	MONROE INVESTORS L	5658	400,490		2,649.92											2,649.92
06174048	CALABRETTA ARTHUR	5730	105,390		671.02											671.02
50084915	WILSON MARVIN EDWA	5899		1,330	8.47											8.47
Totals - 2006			559,410	23,621	3,720.67	-	-	-	-	-	8.15	-	-	-	-	3,728.82
2005																
06201639	MOHR GLENN A 7 WF L	5667	23,100		129.36		16.17				3.47					149.00
06198008	SODERGREN ERIC C &	5673	30,430		170.41		21.30					4.57				196.28
07069034	MONROE INVESTORS L	5659	400,490		2,242.74		280.34									2,523.08
06174048	CALABRETTA ARTHUR	5731	105,390		590.18		73.77									663.95
Totals - 2005			559,410	-	3,132.69	-	391.58	-	-	-	3.47	4.57	-	-	-	3,532.31
2004																
06201639	MOHR GLENN A & WF L	5668	23,100		121.28		16.17				3.23					140.68
06198008	SODERGREN ERIC C &	5674	30,430		159.76		21.30				4.26					185.32
07069034	MONROE INVESTORS L	5660	400,490		2,102.58		280.34									2,382.92
Totals - 2004			454,020	-	2,383.62	-	317.81	-	-	-	7.49	-	-	-	-	2,708.92
GRAND TOTALS			4,246,490	106,693	27,912.88	29.32	709.39	5.55	57.23	140.84	98.88	5.39	10.00	50.00	63.24	29,082.72

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 19, 2009

Action Agenda Item No. 4/9
(Central Admin. use only)

SUBJECT: DJJDP State Grant Funding for FY 2009-2010

DEPARTMENT: JCPC

PUBLIC HEARING: No

ATTACHMENT(S):
DJJDP County Funding Plan
Budget Ordinance Amendment #15

INFORMATION CONTACT:
Jim Bention, Sr.
Matthew Delk

TELEPHONE NUMBERS:
(Bention) 704-282-0471
(Delk) 704-283-3656

DEPARTMENT'S RECOMMENDED ACTION: Approve DJJDP Funding Plan for FY 2009-2010 and Adopt Budget Ordinance Amendment #15

BACKGROUND: The Department of Juvenile Justice and Delinquency Prevention (DJJDP) approved funding of \$294,504 for FY2009-2010 for Union County. Of the \$294,504, \$247,438 was approved as part of the FY 2009-2010 Adopted Budget Ordinance. The additional funding of \$47,066 will be used for Project Challenge, United Family Services, and Connecting Futures.

The Juvenile Crime Prevention Council is a Board appointed by Commissioners defined by State Statutes. The JCPC provides funding and monitors Community Based alternatives to juvenile incarceration, and provides funding for substance abuse prevention strategies and programs.

Funding for JCPC programs is generally approved in the State Budget and assigned to County programs by a formula grant. Normally, a county JCPC approves a budget for the upcoming fiscal year, which is then submitted to the North Carolina Department of Juvenile Justice and Delinquency Prevention (commonly referred to as DJJ). The budget is also approved as a "pass through" line item in the County budget, meaning that the amount received by the State is received by the County and then used for the JCPC program.

Most budget years, the State approves the DJJ budget and the DJJ determines amounts for each County program after the County budget is adopted. The County JCPC then has to decide on a budget amendment to balance the budget, and must approve or amend funding agreements with the contract providers. This year, our County program received \$47,066 more

than we originally budgeted. The JCPC met multiple times, considered proposals from various contract providers, and voted to use the \$47,066 for Project Challenge, United Family Services, and Connecting Futures.

Project Challenge is a community service and restitution program working with Court referred offenders as an alternative to incarceration. You may recall that this program replaced the "Project Impact" program in the local community. The additional funding for this program, \$12,115, will help pay a portion for one additional counselor who will divide time between Union County court referrals and Mecklenburg referrals.

United Family Services is a program that offers counselors to work with the Department of Social Services, local law enforcement agencies, and Union County Public Schools for court referred youth in at-risk families. The additional funding for this program, \$22,558, will help pay for one additional 20-hour per week counseling position.

Connecting Futures Life Skills Program is a program that partners with Union County 4-H and NC State Cooperative Extension Service. This program teaches life skills programs, with the additional goal of keeping court-ordered youth from dropping out of school and in gang prevention for those youth. The additional funding for this program, \$15,000, will pay for the program to include court referred male youth. Currently, our County's Connecting Future Program only accepts female referrals.

Union County has not approved JCPC programs in line-item detail in the past; rather, the JCPC Board normally negotiates, approves, and monitors line item details within the amount of funds allocated to the program, and provides a recommended budget to Commissioners. This Budget Amendment accepts the \$47,066 in additional funding from the State.

FINANCIAL IMPACT: This Budget Amendment accepts the \$47,066 in additional funding from the State. JCPC community based programs are generally considered to be a wise use of funding for youth who would benefit from the program. County taxpayers currently pay approximately \$90 per day for a juvenile who is incarcerated.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

Union
DJJDP County Funding Plan

Available Funds: \$294,504 Local Match: \$ \$119,200 Rate: 30%

A Program Agreement Form for each program listed below is attached.

#	Program Provider	DJJDP Funding	LOCAL FUNDING		OTHER	OTHER	Total
			Local Cash Match	Local In-Kind	State/ Federal	Funds	
	<i>Project Challengee</i>	\$81,603		\$24,481			\$106,084
2	<i>Union County Shelter Care</i>	\$35,000		\$33,036			\$68,036
3	<i>Daymark Recovery Services</i>	\$41,140	\$5,812	\$6,580	\$4,036		\$57,568
4	<i>United Family Services</i>	\$74,443	\$22,333				\$96,776
5	<i>Connecting Futures</i>	\$46,918	\$500	\$23,734			\$71,152
6	<i>Psycholgiocial Services</i>	\$7,500		\$2,724			\$10,224
7	<i>JCPC Administration</i>	\$7,900					\$7,900
8							\$0
9							\$0
10							\$0
TOTALS:		\$294,504	\$28,645	\$90,555	\$4,036	\$0	\$417,740

The above plan was derived through a planning process by the Union County
Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 09-10

 09-24-09
Chairperson, Juvenile Crime Prevention Council (Date)

Chairperson, Board of County Commissioners (Date)



UNION COUNTY RISK MANAGEMENT DEPARTMENT

KEITH A. RICHARDS, CPCU, ARM, AIC, RISK MANAGER
OFFICE: 704.283.3663 FAX: 704.283.3832

500 NORTH MAIN ST., SUITE 130
MONROE, NC 28112 - 0794

AGENDA ITEM

4/10

INTEROFFICE MEMORANDUM

MEETING DATE 10/19/09

TO: LYNN WEST
FROM: KEITH RICHARDS, RISK MANAGER
SUBJECT: ARTHUR HENDERSON WORK COMP CLAIM
DATE: 10.01.09
CC: JEFF CROOK

Employee was injured while working within the scope of his employment for Union County Public Works. A workers' compensation claim was mediated and an agreement was reached to settle his future wage loss and medical benefits in the amount of \$30,000 plus a medicare set aside of an estimated \$4,199, subject to BOCC approval. The North Carolina Industrial Commission approved the settlement on 2.28.09, stating the settlement is "deemed by the Commission to be fair and just and in the best interests of all parties."

MOTOR VEHICLE TAX REFUNDS
for SEPTEMBER 2009

AGENDA ITEM
4/11
MEETING DATE 10/19/09

Approval of Board of County Commissioners not required:

Collector Refunds for SEPTEMBER 2009	2,978.59
(adjustment to Sep collector refund register)	(1,305.37)

To be approved by Board of County Commissioners on 10-19-09
(to be submitted by Assessor's Office)

Assessor Refunds for SEPTEMBER 2009	1,631.36
(Correction on release worksheet)	(687.59)

*** Approval requested for overpayments:

Overpayments for SEPTEMBER 2009	<u>2,819.06</u>
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Total to be refunded for SEPTEMBER 2009	<u><u>5,436.05</u></u>
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Debbie Cox
10-5-09

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT
Meeting Date: October 19, 2009

Action Agenda Item No. 4/12
(Central Admin. use only)

SUBJECT: Budget Amendment - Food & Nutrition Services Administrative ARRA

DEPARTMENT: Social Services

PUBLIC HEARING: No

ATTACHMENT(S):
Funding Authorization dated
October 1, 2009

INFORMATION CONTACT:
 D. Latsen, Director

TELEPHONE NUMBERS:
(704) 296-4301

DEPARTMENT'S RECOMMENDED ACTION: Please increase the expenditures in budget 10553101-5381-1450 and the revenues in 10453101-4342-1450 by \$49,553.00.

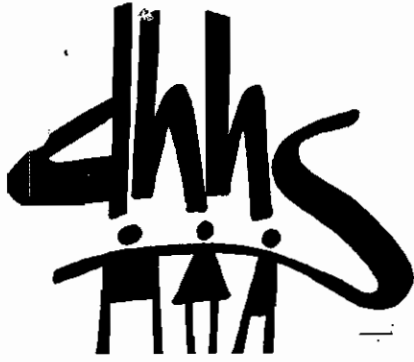
BACKGROUND: These funds must be used to provide Food and Nutrition Services benefits to the residents of your county. The distribution is based on each counties Food and Nutrition Services (FNS) caseload size and total number FNS applications taken in December 2008, January and February 2009.

FINANCIAL IMPACT: The Food and Nutrition Services Administrative ARRA funds are 100% Federal funds. No county match is required.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:



DIVISION OF SOCIAL SERVICES

Food and Nutrition Services Administrative ARRA Funds

FUNDING SOURCE: USDA

EFFECTIVE DATE: July 1, 2009

AUTHORIZATION NUMBER: 1

ALLOCATION PERIOD

FROM OCTOBER 2009 THRU MAY 2010 SERVICE MONTHS

FROM NOVEMBER 2009 THRU JUNE 2010 PAYMENT MONTHS

Co. No.	COUNTY	Initial (or Previous) Allocation Funding Authorization			Additional Allocation			Grand Total Allocation		
		Federal	State	Total	Federal	State	Total	Federal	State	Total
01	ALAMANCE	\$ 51,752.00	0.00	\$51,752.00	0.00	0.00	0.00	\$ 51,752.00	0.00	\$51,752.00
02	ALEXANDER	\$ 28,468.00	0.00	\$28,468.00	0.00	0.00	0.00	\$ 28,468.00	0.00	\$28,468.00
03	ALLEGHANY	\$ 20,000.00	0.00	\$20,000.00	0.00	0.00	0.00	\$ 20,000.00	0.00	\$20,000.00
04	ANSON	\$ 29,800.00	0.00	\$29,800.00	0.00	0.00	0.00	\$ 29,800.00	0.00	\$29,800.00
05	ASHE	\$ 26,763.00	0.00	\$26,763.00	0.00	0.00	0.00	\$ 26,763.00	0.00	\$26,763.00
06	AVERY	\$ 20,000.00	0.00	\$20,000.00	0.00	0.00	0.00	\$ 20,000.00	0.00	\$20,000.00
07	BEAUFORT	\$ 33,591.00	0.00	\$33,591.00	0.00	0.00	0.00	\$ 33,591.00	0.00	\$33,591.00
08	BERTIE	\$ 28,700.00	0.00	\$28,700.00	0.00	0.00	0.00	\$ 28,700.00	0.00	\$28,700.00
09	BLADEN	\$ 31,921.00	0.00	\$31,921.00	0.00	0.00	0.00	\$ 31,921.00	0.00	\$31,921.00
10	BRUNSWICK	\$ 40,566.00	0.00	\$40,566.00	0.00	0.00	0.00	\$ 40,566.00	0.00	\$40,566.00
11	BUNCOMBE	\$ 75,965.00	0.00	\$75,965.00	0.00	0.00	0.00	\$ 75,965.00	0.00	\$75,965.00
12	BURKE	\$ 40,375.00	0.00	\$40,375.00	0.00	0.00	0.00	\$ 40,375.00	0.00	\$40,375.00
13	CABARRUS	\$ 58,283.00	0.00	\$58,283.00	0.00	0.00	0.00	\$ 58,283.00	0.00	\$58,283.00
14	CALDWELL	\$ 44,431.00	0.00	\$44,431.00	0.00	0.00	0.00	\$ 44,431.00	0.00	\$44,431.00
15	CAMDEN	\$ 20,000.00	0.00	\$20,000.00	0.00	0.00	0.00	\$ 20,000.00	0.00	\$20,000.00
16	CARTERET	\$ 35,333.00	0.00	\$35,333.00	0.00	0.00	0.00	\$ 35,333.00	0.00	\$35,333.00
17	CASWELL	\$ 27,238.00	0.00	\$27,238.00	0.00	0.00	0.00	\$ 27,238.00	0.00	\$27,238.00
18	CATAWBA	\$ 63,844.00	0.00	\$63,844.00	0.00	0.00	0.00	\$ 63,844.00	0.00	\$63,844.00
19	CHATHAM	\$ 28,366.00	0.00	\$28,366.00	0.00	0.00	0.00	\$ 28,366.00	0.00	\$28,366.00
20	CHEROKEE	\$ 27,225.00	0.00	\$27,225.00	0.00	0.00	0.00	\$ 27,225.00	0.00	\$27,225.00
21	CHOWAN	\$ 20,000.00	0.00	\$20,000.00	0.00	0.00	0.00	\$ 20,000.00	0.00	\$20,000.00
22	CLAY	\$ 20,000.00	0.00	\$20,000.00	0.00	0.00	0.00	\$ 20,000.00	0.00	\$20,000.00
23	CLEVELAND	\$ 54,668.00	0.00	\$54,668.00	0.00	0.00	0.00	\$ 54,668.00	0.00	\$54,668.00
24	COLUMBUS	\$ 39,879.00	0.00	\$39,879.00	0.00	0.00	0.00	\$ 39,879.00	0.00	\$39,879.00
25	CRAVEN	\$ 41,729.00	0.00	\$41,729.00	0.00	0.00	0.00	\$ 41,729.00	0.00	\$41,729.00
26	CUMBERLAND	\$ 104,428.00	0.00	\$104,428.00	0.00	0.00	0.00	\$ 104,428.00	0.00	\$104,428.00
27	CURRITUCK	\$ 20,000.00	0.00	\$20,000.00	0.00	0.00	0.00	\$ 20,000.00	0.00	\$20,000.00
28	DARE	\$ 25,705.00	0.00	\$25,705.00	0.00	0.00	0.00	\$ 25,705.00	0.00	\$25,705.00
29	DAVIDSON	\$ 63,299.00	0.00	\$63,299.00	0.00	0.00	0.00	\$ 63,299.00	0.00	\$63,299.00
30	DAVIE	\$ 25,905.00	0.00	\$25,905.00	0.00	0.00	0.00	\$ 25,905.00	0.00	\$25,905.00
31	DUPLIN	\$ 34,396.00	0.00	\$34,396.00	0.00	0.00	0.00	\$ 34,396.00	0.00	\$34,396.00
32	DURHAM	\$ 79,428.00	0.00	\$79,428.00	0.00	0.00	0.00	\$ 79,428.00	0.00	\$79,428.00
33	EDGECOMBE	\$ 43,595.00	0.00	\$43,595.00	0.00	0.00	0.00	\$ 43,595.00	0.00	\$43,595.00
34	FORSYTH	\$ 94,198.00	0.00	\$94,198.00	0.00	0.00	0.00	\$ 94,198.00	0.00	\$94,198.00
35	FRANKLIN	\$ 35,790.00	0.00	\$35,790.00	0.00	0.00	0.00	\$ 35,790.00	0.00	\$35,790.00
36	GASTON	\$ 80,673.00	0.00	\$80,673.00	0.00	0.00	0.00	\$ 80,673.00	0.00	\$80,673.00
37	GATES	\$ 20,000.00	0.00	\$20,000.00	0.00	0.00	0.00	\$ 20,000.00	0.00	\$20,000.00
38	GRAHAM	\$ 20,000.00	0.00	\$20,000.00	0.00	0.00	0.00	\$ 20,000.00	0.00	\$20,000.00
39	GRANVILLE	\$ 32,191.00	0.00	\$32,191.00	0.00	0.00	0.00	\$ 32,191.00	0.00	\$32,191.00
40	GREENE	\$ 25,926.00	0.00	\$25,926.00	0.00	0.00	0.00	\$ 25,926.00	0.00	\$25,926.00
41	GUILFORD	\$ 136,075.00	0.00	\$136,075.00	0.00	0.00	0.00	\$ 136,075.00	0.00	\$136,075.00
42	HALIFAX	\$ 45,388.00	0.00	\$45,388.00	0.00	0.00	0.00	\$ 45,388.00	0.00	\$45,388.00
43	HARNETT	\$ 47,802.00	0.00	\$47,802.00	0.00	0.00	0.00	\$ 47,802.00	0.00	\$47,802.00
44	HAYWOOD	\$ 36,297.00	0.00	\$36,297.00	0.00	0.00	0.00	\$ 36,297.00	0.00	\$36,297.00
45	HENDERSON	\$ 36,789.00	0.00	\$36,789.00	0.00	0.00	0.00	\$ 36,789.00	0.00	\$36,789.00
46	HERTFORD	\$ 28,973.00	0.00	\$28,973.00	0.00	0.00	0.00	\$ 28,973.00	0.00	\$28,973.00
47	HOKE	\$ 32,294.00	0.00	\$32,294.00	0.00	0.00	0.00	\$ 32,294.00	0.00	\$32,294.00

AUTHORIZATION NUMBER: 1

		Initial (or Previous) Allocation Funding Authorization			Additional Allocation			Grand Total Allocation		
	COUNTY	Federal	State	Total	Federal	State	Total	Federal	State	Total
48	HYDE	\$ 20,000.00	0.00	20,000.00	0.00	0.00	0.00	\$ 20,000.00	0.00	\$ 20,000.00
49	IREDELL	\$ 46,434.00	0.00	46,434.00	0.00	0.00	0.00	\$ 46,434.00	0.00	\$ 46,434.00
50	JACKSON	\$ 28,079.00	0.00	28,079.00	0.00	0.00	0.00	\$ 28,079.00	0.00	\$ 28,079.00
51	JOHNSTON	\$ 58,134.00	0.00	58,134.00	0.00	0.00	0.00	\$ 58,134.00	0.00	\$ 58,134.00
52	JONES	\$ 20,000.00	0.00	20,000.00	0.00	0.00	0.00	\$ 20,000.00	0.00	\$ 20,000.00
53	LEE	\$ 33,483.00	0.00	33,483.00	0.00	0.00	0.00	\$ 33,483.00	0.00	\$ 33,483.00
54	LENOIR	\$ 44,188.00	0.00	44,188.00	0.00	0.00	0.00	\$ 44,188.00	0.00	\$ 44,188.00
55	LINCOLN	\$ 37,269.00	0.00	37,269.00	0.00	0.00	0.00	\$ 37,269.00	0.00	\$ 37,269.00
56	MACON	\$ 28,915.00	0.00	28,915.00	0.00	0.00	0.00	\$ 28,915.00	0.00	\$ 28,915.00
57	MADISON	\$ 25,434.00	0.00	25,434.00	0.00	0.00	0.00	\$ 25,434.00	0.00	\$ 25,434.00
58	MARTIN	\$ 27,859.00	0.00	27,859.00	0.00	0.00	0.00	\$ 27,859.00	0.00	\$ 27,859.00
59	MCDOWELL	\$ 30,660.00	0.00	30,660.00	0.00	0.00	0.00	\$ 30,660.00	0.00	\$ 30,660.00
60	MECKLENBURG	\$ 237,997.00	0.00	237,997.00	0.00	0.00	0.00	\$ 237,997.00	0.00	\$ 237,997.00
61	MITCHELL	\$ 20,000.00	0.00	20,000.00	0.00	0.00	0.00	\$ 20,000.00	0.00	\$ 20,000.00
62	MONTGOMERY	\$ 28,495.00	0.00	28,495.00	0.00	0.00	0.00	\$ 28,495.00	0.00	\$ 28,495.00
63	MOORE	\$ 34,298.00	0.00	34,298.00	0.00	0.00	0.00	\$ 34,298.00	0.00	\$ 34,298.00
64	NASH	\$ 44,809.00	0.00	44,809.00	0.00	0.00	0.00	\$ 44,809.00	0.00	\$ 44,809.00
65	NEW HANOVER	\$ 60,130.00	0.00	60,130.00	0.00	0.00	0.00	\$ 60,130.00	0.00	\$ 60,130.00
66	NORTHAMPTON	\$ 29,999.00	0.00	29,999.00	0.00	0.00	0.00	\$ 29,999.00	0.00	\$ 29,999.00
67	ONSLow	\$ 47,016.00	0.00	47,016.00	0.00	0.00	0.00	\$ 47,016.00	0.00	\$ 47,016.00
68	ORANGE	\$ 36,842.00	0.00	36,842.00	0.00	0.00	0.00	\$ 36,842.00	0.00	\$ 36,842.00
69	PAMLICO	\$ 20,000.00	0.00	20,000.00	0.00	0.00	0.00	\$ 20,000.00	0.00	\$ 20,000.00
70	PASQUOTANK	\$ 32,112.00	0.00	32,112.00	0.00	0.00	0.00	\$ 32,112.00	0.00	\$ 32,112.00
71	PENDER	\$ 32,276.00	0.00	32,276.00	0.00	0.00	0.00	\$ 32,276.00	0.00	\$ 32,276.00
72	PERQUIMANS	\$ 20,000.00	0.00	20,000.00	0.00	0.00	0.00	\$ 20,000.00	0.00	\$ 20,000.00
3	PERSON	\$ 31,197.00	0.00	31,197.00	0.00	0.00	0.00	\$ 31,197.00	0.00	\$ 31,197.00
4	PIIT	\$ 62,978.00	0.00	62,978.00	0.00	0.00	0.00	\$ 62,978.00	0.00	\$ 62,978.00
75	POLK	\$ 20,000.00	0.00	20,000.00	0.00	0.00	0.00	\$ 20,000.00	0.00	\$ 20,000.00
76	RANDOLPH	\$ 55,626.00	0.00	55,626.00	0.00	0.00	0.00	\$ 55,626.00	0.00	\$ 55,626.00
77	RICHMOND	\$ 38,051.00	0.00	38,051.00	0.00	0.00	0.00	\$ 38,051.00	0.00	\$ 38,051.00
78	ROBESON	\$ 75,635.00	0.00	75,635.00	0.00	0.00	0.00	\$ 75,635.00	0.00	\$ 75,635.00
79	ROCKINGHAM	\$ 43,051.00	0.00	43,051.00	0.00	0.00	0.00	\$ 43,051.00	0.00	\$ 43,051.00
80	ROWAN	\$ 55,351.00	0.00	55,351.00	0.00	0.00	0.00	\$ 55,351.00	0.00	\$ 55,351.00
81	RUTHERFORD	\$ 38,246.00	0.00	38,246.00	0.00	0.00	0.00	\$ 38,246.00	0.00	\$ 38,246.00
82	SAMPSON	\$ 39,131.00	0.00	39,131.00	0.00	0.00	0.00	\$ 39,131.00	0.00	\$ 39,131.00
83	SCOTLAND	\$ 34,942.00	0.00	34,942.00	0.00	0.00	0.00	\$ 34,942.00	0.00	\$ 34,942.00
84	STANLY	\$ 35,285.00	0.00	35,285.00	0.00	0.00	0.00	\$ 35,285.00	0.00	\$ 35,285.00
85	STOKES	\$ 30,102.00	0.00	30,102.00	0.00	0.00	0.00	\$ 30,102.00	0.00	\$ 30,102.00
86	SURRY	\$ 41,323.00	0.00	41,323.00	0.00	0.00	0.00	\$ 41,323.00	0.00	\$ 41,323.00
87	SWAIN	\$ 20,000.00	0.00	20,000.00	0.00	0.00	0.00	\$ 20,000.00	0.00	\$ 20,000.00
88	TRANSYLVANIA	\$ 27,187.00	0.00	27,187.00	0.00	0.00	0.00	\$ 27,187.00	0.00	\$ 27,187.00
89	TYRRELL	\$ 20,000.00	0.00	20,000.00	0.00	0.00	0.00	\$ 20,000.00	0.00	\$ 20,000.00
90	UNION	\$ 49,553.00	0.00	49,553.00	0.00	0.00	0.00	\$ 49,553.00	0.00	\$ 49,553.00
91	VANCE	\$ 40,229.00	0.00	40,229.00	0.00	0.00	0.00	\$ 40,229.00	0.00	\$ 40,229.00
92	WAKE	\$ 122,798.00	0.00	122,798.00	0.00	0.00	0.00	\$ 122,798.00	0.00	\$ 122,798.00
93	WARREN	\$ 27,391.00	0.00	27,391.00	0.00	0.00	0.00	\$ 27,391.00	0.00	\$ 27,391.00
94	WASHINGTON	\$ 20,000.00	0.00	20,000.00	0.00	0.00	0.00	\$ 20,000.00	0.00	\$ 20,000.00
95	WATAUGA	\$ 26,012.00	0.00	26,012.00	0.00	0.00	0.00	\$ 26,012.00	0.00	\$ 26,012.00
96	WAYNE	\$ 50,354.00	0.00	50,354.00	0.00	0.00	0.00	\$ 50,354.00	0.00	\$ 50,354.00
97	WILKES	\$ 37,118.00	0.00	37,118.00	0.00	0.00	0.00	\$ 37,118.00	0.00	\$ 37,118.00
98	WILSON	\$ 43,851.00	0.00	43,851.00	0.00	0.00	0.00	\$ 43,851.00	0.00	\$ 43,851.00
99	YADKIN	\$ 28,428.00	0.00	28,428.00	0.00	0.00	0.00	\$ 28,428.00	0.00	\$ 28,428.00
100	YANCEY	\$ 20,000.00	0.00	20,000.00	0.00	0.00	0.00	\$ 20,000.00	0.00	\$ 20,000.00
0	Jackson Indian	\$ 20,000.00	0.00	20,000.00	0.00	0.00	0.00	\$ 20,000.00	0.00	\$ 20,000.00
7	Swain Indian	\$ 20,000.00	0.00	20,000.00	0.00	0.00	0.00	\$ 20,000.00	0.00	\$ 20,000.00
	Total	\$ 4,196,317.00	\$ -	\$ 4,196,317.00	\$ -	\$ -	\$ -	\$ 4,196,317.00	\$ -	\$ 4,196,317.00

AUTHORIZATION NUMBER: 1

FUNDING SOURCE: USDA

GRANT INFORMATION: This funding authorization represents Federal Fiscal Year 2010 FNS Recovery Funds.
All unexpended funds remaining at the end of state fiscal year 2010 will be carried forward to state fiscal year 2011.

XS411 Heading:

Tracked on XS411: FNS RECOVERY PACKAGE

OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE SUBJECT TO LIMITATIONS PUBLISHED BY FEDERAL AND STATE AGENCIES AS TO THE AVAILABILITY OF FUNDS

AUTHORIZED SIGNATURE

DATE:

Shirley Bradsher

October 1, 2009

Accepted by:

D. [Signature]
County Director Signature

9-29-09

Date

County Name :

Union

49,553.00

Grand
Total Allocation

Please provide your Local Business Liaison with a signed copy of this Funding Authorization.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 19, 2009

Action Agenda Item No. 4/13
(Central Admin. use only)

SUBJECT: Personnel Resolution Amendment

DEPARTMENT: Personnel

PUBLIC HEARING: No

ATTACHMENT(S):
CURRENT:
UCPR Article XI, Section 8

INFORMATION CONTACT:
Mark Watson

PROPOSED:
UCPR Article XI, Section 8

TELEPHONE NUMBERS:
704-283-3869

Session Law 2009-396

DEPARTMENT'S RECOMMENDED ACTION: Approve amendment to Union County Personnel Resolution, Article XI, Section 8 as proposed.

BACKGROUND:

North Carolina General Statute 143-166.42 was amended by the General Assembly (Session Law 2009-396) in order to clarify the law regarding the special separation allowance as it relates local law enforcement officers.

The language of G.S. 143-166.42 was amended to clarify that a law enforcement officer's special separation allowance ceases on the first day of re-employment by a local government employer in any capacity and that the act applies prospectively only, with no retroactive payments required. It also allows local governments to employ retired officers in a capacity not requiring participation in the local retirement system without causing payments for those officers to cease.

The prior language of G.S. 143-166.42 gave local governments broad authority in making determinations of eligibility and in setting the parameters for continued payments upon the re-employment of a former officer by another local or state agency.

Union County had applied the eligibility criteria to prohibit re-employment by the State of North Carolina. This is no longer permissible under the statute, as amended.

FINANCIAL IMPACT: None

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

CURRENT

Union County Personnel Resolution

Article XI

SECTION 8

Approved June 4, 1990, Revised July 24, 2006

Special Separation Allowance

Every County employee who is a member of the North Carolina Local Governmental Employees' Retirement System shall receive, beginning on the last day of the month in which the employee retires on a basic service retirement, an annual separation allowance equal to .085 percent of the annual equivalent of the employee's most recent base rate of compensation for each year of creditable service. The allowance shall be paid in 12 equal installments on the last day of each month. The calculation formula is last salary x 0.85 percent x Number of Years of Creditable Service. To qualify for the allowance, the local government employee shall:

- (1) Have (a) completed 30 years or more of creditable service or, (b) have attained 55 years of age and completed five or more years of creditable service; and
- (2) Not have attained 62 years of age; and
- (3) Have completed at least five years of continuous service as herein defined immediately preceding a service retirement. Any break in the continuous service required by this subsection because of disability retirement or disability salary continuation benefits shall not adversely affect a qualification to receive the allowance, provided the employee returns to service within 45 days after the disability benefits cease and is otherwise qualified to receive the allowance.

As used in this section, "creditable service" means the service for which credit is allowed under the retirement system of which the employee is a member.

The special separation allowance payments shall cease at the time the retired employee reaches 62 years of age. Also, if a retired employee dies or is re-employed in any capacity by a North Carolina city, town, County or the State of North Carolina, payments shall also cease; provided, however, that a retired employee may continue to receive separation allowance payments if (i) the employee returns to work for Union County government on a temporary part-time basis, (ii) such employment is terminable at will without regard to termination procedures otherwise available to County employees under this Personnel Resolution, and (iii) the employee is otherwise qualified to receive the allowance.

Union County will not entertain individual requests for waiver of this policy.

PROPOSED

Union County Personnel Resolution

Article XI

SECTION 8

Approved June 4, 1990, Revised July 24, 2006, Revised October XX, 2009

Special Separation Allowance

Every County employee who is a member of the North Carolina Local Governmental Employees' Retirement System shall receive, beginning on the last day of the month in which the employee retires on a basic service retirement, an annual separation allowance equal to .085 percent of the annual equivalent of the employee's most recent base rate of compensation for each year of creditable service. The allowance shall be paid in 12 equal installments on the last day of each month. The calculation formula is last salary x 0.85 percent x Number of Years of Creditable Service. To qualify for the allowance, the local government employee shall:

- (1) Have (a) completed 30 years or more of creditable service or, (b) have attained 55 years of age and completed five or more years of creditable service; and
- (2) Not have attained 62 years of age; and
- (3) Have completed at least five years of continuous service as herein defined immediately preceding a service retirement. Any break in the continuous service required by this subsection because of disability retirement or disability salary continuation benefits shall not adversely affect a qualification to receive the allowance, provided the employee returns to service within 45 days after the disability benefits cease and is otherwise qualified to receive the allowance.

As used in this section, "creditable service" means the service for which credit is allowed under the retirement system of which the employee is a member.

The special separation allowance payments shall cease at the time the retired employee reaches 62 years of age. Also, if a retired employee dies or is re-employed in any capacity by a North Carolina city, town, County or the State of North Carolina, payments shall also cease; provided, however, that a retired employee may continue to receive separation allowance payments if (i) the employee returns to work for Union County government on a temporary part-time basis, (ii) such employment is terminable at will without regard to termination procedures otherwise available to County employees under this Personnel Resolution, and (iii) the employee is otherwise qualified to receive the allowance.

Union County will not entertain individual requests for waiver of this policy.

Notwithstanding anything herein to the contrary, the eligibility of local law enforcement officers for Special Separation allowances shall be determined in accordance with North Carolina General Statute 143-166.42.

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2009

SESSION LAW 2009-396
HOUSE BILL 816

AN ACT TO CLARIFY THE LAW REGARDING THE SPECIAL SEPARATION ALLOWANCE PROVIDED TO LAW ENFORCEMENT OFFICERS UNDER THE LOCAL GOVERNMENTAL EMPLOYEES' RETIREMENT SYSTEM.

The General Assembly of North Carolina enacts:

SECTION 1. G.S. 143-166.42 reads as rewritten:

"§ 143-166.42. Special separation allowances for local officers.

(a) ~~On and after January 1, 1987, the provisions of G.S. 143-166.41 shall apply to all eligible law enforcement officers every sworn law enforcement officer as defined by G.S. 128-21(11b) or G.S. 143-166.50(a)(3) who are employed by a local government employers, except as may be provided by this section. As to the applicability of the provisions of G.S. 143-166.41 to locally employed officers, the governing body for each unit of local government shall be responsible for making determinations of eligibility for their local officers retired under the provisions of G.S. 128-27(a) and for making payments to their eligible officers under the same terms and conditions, other than the source of payment, as apply to each State department, agency, or institution in payments to State officers according to the provisions of G.S. 143-166.41.~~ government employer who qualifies under this section shall receive, beginning in the month in which the officer retires on a basic service retirement under the provisions of G.S. 128-27(a), an annual separation allowance equal to eighty-five hundredths percent (0.85%) of the annual equivalent of the base rate of compensation most recently applicable to the officer for each year of creditable service. The allowance shall be paid in equal installments on the payroll frequency used by the employer. To qualify for the allowance, the officer shall:

- (1) Have (i) completed 30 or more years of creditable service or (ii) have attained 55 years of age and completed five or more years of creditable service; and
- (2) Not have attained 62 years of age; and
- (3) Have completed at least five years of continuous service as a law enforcement officer as herein defined immediately preceding a service retirement. Any break in the continuous service required by this subsection because of disability retirement or disability salary continuation benefits shall not adversely affect an officer's qualification to receive the allowance, provided the officer returns to service within 45 days after the disability benefits cease and is otherwise qualified to receive the allowance.

(b) As used in this section, "creditable service" means the service for which credit is allowed under the retirement system of which the officer is a member, provided that at least fifty percent (50%) of the service is as a law enforcement officer as herein defined.

(c) Payment to a retired officer under the provisions of this section shall cease at the first of:

- (1) The death of the officer;
- (2) The last day of the month in which the officer attains 62 years of age; or



(3) The first day of reemployment by a local government employer in any capacity.

Notwithstanding the provisions of subdivision (3) of this subsection, a local government employer may employ retired officers in a public safety position in a capacity not requiring participation in the Local Governmental Employees' Retirement System, and doing so shall not cause payment to cease to those officers under the provisions of this section.

(d) This section does not affect the benefits to which an individual may be entitled from State, local, federal, or private retirement systems. The benefits payable under this section shall not be subject to any increases in salary or retirement allowances that may be authorized by local government employers or for retired employees of local governments.

(e) The governing body of each local employer shall determine the eligibility of employees for the benefits provided herein.

(f) The governing body of each local employer shall make the payments set forth in subsection (a) of this section to those persons certified under subsection (e) of this section from funds available."

SECTION 2. Nothing in this act shall be deemed to (i) entitle a law enforcement officer to retroactive payments of any benefit for the period prior to the effective date of this act for which the officer's employer previously determined that the officer was not entitled; (ii) prospectively deny payment of an annual separation allowance to an officer who was previously determined by the officer's employer to be eligible for such benefit; (iii) apply to any pending litigation related to the special separation allowance; or (iv) extend the payment beyond the date when payment shall cease pursuant to G.S. 143-166.42(c), as enacted by Section 1 of this act.

SECTION 3. This act is effective when it becomes law and applies prospectively to payments required by this act whether the officer retired before, on, or after the effective date of this act.

In the General Assembly read three times and ratified this the 23rd day of July, 2009.

s/ Walter H. Dalton
President of the Senate

s/ William L. Wainwright
Speaker Pro Tempore of the House of Representatives

s/ Beverly E. Perdue
Governor

Approved 12:55 p.m. this 31st day of July, 2009

AMENDMENT TO AGREEMENT BETWEEN UNION COUNTY

HAMILTON MOON STEPHENS STEELE & MARTIN, PLLC

This amendment is made effective as of _____, 2009, by and between the Union County Board of Commissioners and Keith Merritt of Hamilton Moon Stephens Steele & Martin, PLLC, as follows:

Union County agrees to pay Hamilton Moon Stephens Steele & Martin, PLLC, an annual retainer of \$18,000.00 which shall be payable in equal monthly installments of \$1,500.00. The retainer would cover the following expenses:

- (a) Brief consultations on matters of County business, including telephone and e-mail correspondence, with individual commissioners, department heads, and supervisors of Union County, provided that such consultations do not result in any additional billing being generated to Union County;
- (b) Time spent in seminars and travel time to seminars related to duties as County Attorney;
- (c) Registration fees, travel expenses, and meals and lodging for seminars related to duties as County Attorney (excluding travel, registration fees, meals and lodging for out of town functions with the Commission);
- (d) Time spent keeping abreast of general developments in governmental law;
- (e) Publications purchased by the County Attorney incident to representation of the County.
- (f) \$1,500.00 of the retainer will be budgeted to reimburse the County Attorney for seminar registration fees, travel, and room and board (where applicable) for County law related seminars attended by the County Attorney during the fiscal year.

Except as amended above, the remaining provisions of the Agreement shall remain in effect as written.

Keith J. Merritt
Hamilton Moon Stephens
Steele & Martin, PLLC

Union County agrees to the
Amendment as stated herein.

LANNY OPENSHAW
CHAIRMAN
UNION COUNTY BOARD OF COMMISSIONERS

UNION COUNTY BOARD OF COMMISSIONERS

POLICY FOR USE OF SERVICES

FOR UNION COUNTY ATTORNEY

The Union County Attorney is appointed by the Board of Commissioners under the provisions of N.C. Gen. Stat. § 153A-114. The purpose of this policy is to set forth the circumstances under which the services of the County Attorney shall be utilized by the elected officials and staff of Union County. It is the intent of this policy to set forth the specific criteria so that the County Attorney will not receive conflicting requests for service from different departments or members of County government.

1. General Duties of County Attorney. The County Attorney shall be responsible for handling all matters properly assigned to him pursuant to this policy and those services covered by retainer. In addition, it is recognized that the County Attorney handles certain matters on a routine and ongoing basis. These matters include tax foreclosures on behalf of the Tax Collector, opinion of counsel letters relative to financial transactions, handling property valuation appeals for the Board of Equalization and Review and Tax Administrator, and handling all litigation and real estate matters (the "Routine Matters"). There shall be no requirement of specific authorization required for the County Attorney to handle the Routine Matters.

2. Services Covered by Retainer

The retainer charged by the County Attorney pursuant to his agreement for services shall cover the following expenses:

- (a) Brief consultations on matters of County business, including telephone and e-mail correspondence, with individual commissioners, department heads, and supervisors of Union County, provided that such consultations do not result in any

additional billing being generated to Union County except as authorized pursuant to Section 3;

- (b) Time spent in seminars and travel time to seminars related to duties as County Attorney;
- (c) Registration fees, travel expenses, and meals and lodging for seminars related to duties as County Attorney (excluding travel, registration fees, meals and lodging for out of town functions with the Commission);
- (d) Time spent keeping abreast of general developments in governmental law; and
- (e) Publications purchased by the County Attorney incident to representation of the County.
- (f) \$1,500.00 of the retainer will be budgeted to reimburse the County Attorney for seminar registration fees, travel, and room and board (where applicable) for County law related seminars attended by the County Attorney during the fiscal year.

3. Additional Authorized Services

The County Attorney shall undertake to perform work which would result in a billing to Union County (not including work which is covered by the retainer of the County Attorney) when authorized to do so as follows:

- (a) Upon the request or direction of the Board of County Commissioners;
- (b) Upon the request or direction of the County Manager;
- (c) Upon the request or direction of an Assistant County Manager;
- (d) Upon the request or direction of the Clerk to the Board of County Commissioners;
- (e) Upon the request or direction of a County Staff Attorney; or

- (f) When performing one of the Routine Matters.

The authorization to the County Attorney may be oral or written.

4. Scope of Work to be Performed by the County Attorney. Once a matter is referred to the County Attorney, the County Attorney shall devote such time and effort to the matter as he deems reasonably necessary for the matter to be handled in a competent and professional manner. When corresponding in writing with an individual commissioner, the County Attorney shall endeavor to copy such correspondence concurrently to all other commissioners. In the event that the County desires to restrict the scope of the work to be performed by the County Attorney, it shall specifically so direct the County Attorney, in writing. In the event the County Attorney believes that the restrictions imposed upon the scope of his work on a specific matter will not allow him to handle the matter in a competent and professional manner, then he shall so advise the County Manager, in writing. Upon receipt of such a notice, the County Manager shall place the matter on the agenda of the Board of Commissioners for review at their next regularly scheduled meeting.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 19 October 2009

Action Agenda Item No. 8
(Central Admin. use only)

SUBJECT: EECBG Program Assistance Agreement

DEPARTMENT: Central Administration and General Services **PUBLIC HEARING:** No

ATTACHMENT(S):
1. FedConnect Award: Union County, NC Amendment 1
2. Assistance Agreement

INFORMATION CONTACT:
Matthew Delk, Assistant Manager
Barry Wyatt, General Services Director

TELEPHONE NUMBERS:
Delk, 704-283-3656
Wyatt, 704-283-3868

DEPARTMENT'S RECOMMENDED ACTION: Authorize Manager to sign this Assistance Agreement and subsequent grant documents as funds are released to Union County by the Department of Energy for the Energy Efficiency and Conservation Block Grant.

BACKGROUND: Union County was allocated \$751,800 from the Energy Efficiency and Conservation Block Grant, which was funded by the American Recovery and Reinvestment Act of 2009. At the Board's May 18th meeting, the Board authorized staff to proceed with the application for the grant, which was submitted to the US Department of Energy. At the September 21 meeting, the Board approved a Strategy Plan required by DOE that outlined how we proposed to use the grant funds. The plan was submitted to DOE, and we are currently waiting for approval of the plan.

DOE issued the attached Assistance Agreement for us to sign. The document is a grant agreement that we must sign in order to receive the grant proceeds. Further, the grant agreement initiates a draw down of Federal funds allocated to Union County. The amount of the requested release is \$46,370. We anticipate that DOE will submit at least one other amendment to us after approval of the Strategy Plan. Since the DOE has released these documents separately through an electronic grants management system, we may receive other amendments, attachments and/or documents that will need to be signed by the appropriate official. The award date of the grant is September 18, 2009, and our grant period expires August 13, 2012.

After these grant agreements are signed, the next step of the grant process involves the DOE releasing \$46,370 in funds on approval of the Strategy Plan that we submitted. Staff will also establish the work group that will begin the projects that were approved in the Strategic Plan.

FINANCIAL IMPACT: As a result of signing this Agreement, we will receive \$46,370. We anticipate at least one future amendment for \$705,430., or multiple future amendments that will total \$705,430.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

UNION, COUNTY OF — Samuel Glenn

Award: Union County , NC Amendment 001

Description

TAS:89 0331::TAS Recovery
EECBG GRANT DE-FOA-0000013

Overview

Post date: 09/18/2009

NAICS:
PSC / FSC: 0000

Award date: 09/18/2009
Award / Order Number: DE-
SC0001314

Agency: DOE - DOE

Issuing office:

Oak Ridge
U.S. Department of Energy
P.O. Box 2001

Oak Ridge, TN 37831

Contact name:

Phone:
Fax:
Email:

Inbox



Search Criteria | Advanced Options

From Search

Now

No messages found.

[Return to Award List](#)

Documentation

DE-SC0001314 / @@@

BASE

- 1 Assistance Agreement Form
- Attachment 1-Intellectual Property Provisions
- Attachment 2-Project Activity Worksheet
- Attachment 4-Budget Pages
- EECBG Special Terms & Conditions
- Attachment 3-Federal Assistance Reporting Checklist

1001


Assistance Agreement Form

Award Team

Team Member
Samuel Glenn

NOT SPECIFIED /OTHER

ASSISTANCE AGREEMENT

1. Award No. DE-SC0001314		2. Modification No. 001	3. Effective Date 09/18/2009	4. CFDA No. 81.128
5. Awarded To UNION, COUNTY OF 500 N MAIN ST, SUITE 901 MONROE NC 281124730		6. Sponsoring Office EERE (FORS) U.S. Department of Energy Office of Energy Efficiency & Renewable Forrestal Building 1000 Independence Avenue, SW Washington DC 20585		7. Period of Performance 08/14/2009 through 08/13/2012
8. Type of Agreement <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other	9. Authority Energy Independence and Security Act (EISA) of 2007		10. Purchase Request or Funding Document No. 09SC006654	
11. Remittance Address UNION, COUNTY OF 500 N MAIN ST, SUITE 901 MONROE NC 281124730		12. Total Amount Govt. Share: \$751,800.00 Cost Share : \$0.00 Total : \$751,800.00		13. Funds Obligated This action: -\$705,430.00 Total : \$46,370.00
14. Principal Investigator		15. Program Manager Martha J. Kass Phone: 865-576-0717		16. Administrator Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831
17. Submit Payment Requests To OR for Oak Ridge/OSTI U.S. Department of Energy Oak Ridge Office Oak Ridge Financial Service Center P.O. Box 6017 Oak Ridge TN 37831		18. Paying Office		19. Submit Reports To
20. Accounting and Appropriation Data Block Grants				
21. Research Title and/or Description of Project UNION COUNTY, NC				
For the Recipient			For the United States of America	
22. Signature of Person Authorized to Sign			25. Signature of Grants/Agreements Officer 	
23. Name and Title	24. Date Signed	26. Name of Officer JUDITH S. WILSON		27. Date Signed 09/18/2009

NOT SPECIFIED /OTHER

NAME OF OFFEROR OR CONTRACTOR
UNION, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DUNS Number: 079051637 ASAP: Yes Extent Competed: NOT AVAIL FOR COMP LIST OF CHANGES: Obligated Amount for this Modification: -\$705,430.00 New Total Obligated Amount for this Award: \$46,370.00 Incremental Funded Amount changed: from \$751,800.00 to \$46,370.00</p> <p>The purpose of this amendment is to rescind funding in excess of the Energy Efficiency and Conservation Strategy amount for which you applied and were approved. Upon submission and acceptance of your project activities, the remainder of your funding will be applied through an additional amendment to this grant.</p> <p>You are reminded that the proposal for your project activities must be submitted through FedConnect in the message center for your award no later than 120 days after the effective date of your award. All other terms and conditions of this agreement remain unchanged. Delivery Location Code: 00522 Oak Ridge Office U.S. Department of Energy Oak Ridge Office 230 Warehouse Road Oak Ridge TN 37830</p> <p>Payment: OR for Oak Ridge/OSTI U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 6017 Oak Ridge TN 37831</p> <p>Fund: 05796 Appr Year: 2009 Allottee: 30 Report Entity: 471999 Object Class: 41000 Program: 1005115 Project: 2004350 WFO: 0000000 Local Use: 0000000 TAS Agency: 89 TAS Account: 0331</p>				

ATTACHMENT 1 – INTELLECTUAL PROPERTY PROVISIONS
Intellectual Property Provisions (NRD-1003)
Nonresearch and Development

Nonprofit organizations are subject to the intellectual property requirements at 10 CFR 600.136(a), (c) and (d). All other organizations are subject to the intellectual property requirements at 10 CFR 600.136(a) and (c).

600.136 Intangible property.

(a) Recipients may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. DOE reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work for Federal purposes, and to authorize others to do so.

(c) DOE has the right to:

(1) Obtain, reproduce, publish or otherwise use the data first produced under an award; and

(2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

(d) In addition, in response to a Freedom of Information act (FOIA) request for research data relating to published research findings produced under an award that were used by the Federal Government in developing an agency action that has the force and effect of law, the DOE shall request, and the recipient shall provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the DOE obtains the research data solely in response to a FOIA request, the agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect the costs incurred by the agency, the recipient, and applicable subrecipients. This fee is in addition to any fees the agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).

EECBG Activity Worksheet

Grantee: Union County Date: 06/19/2009
DUNS #: 79051637 Program Contact Email: BWyatt@co.union.nc.us
Program Contact First Name: Barry Last Name: Wyatt
Project Title: Assessing Energy Efficiency Needs and Preparing EE & Conservation Strategy Plan
Activity: 1. Energy Efficiency and Conservation Strategy If Other: _____
Sector: Public If Other: _____
Proposed Number of Jobs Created: 0.00 Proposed Number of Jobs Retained: _____
Proposed Energy Saved and/or Renewable Energy Generated: _____
Proposed GHG Emissions Reduced (CO2 Equivalents): _____
Proposed Funds Leveraged: _____
Proposed EECBG Budget: 46,370.00
Projected Costs Within Budget: Administration: \$15,000.00 Revolving Loans: _____ Subgrants: \$31,370.00
Project Contact First Name: Barry Last Name: Wyatt Email: BWyatt@co.union.nc.us
Metric Activity: Other If Other: Area 1-Development of EECs

Project Summary: *(limit summary to space provided)*

Union County is requesting initial grant funds to develop a comprehensive Energy Efficiency and Conservation Strategy (EECS) that will be submitted to the DOE within 120 days of the grant award date. The following describes the County's approach to developing its strategy:

Process:

An engineering firm has been retained to do a thorough energy analysis of each building owned by the County. This includes a quantitative priority list of potential energy efficiency projects, plus an assessment of other potential projects within the county and where they fall on that list. This portion of the process will cost \$13,460.

Centralina Council of Governments has been retained to administer the process of collecting this data, handling the submittal of Union County applications, and the development of an extensive Energy Efficiency and Conservation Strategy. This portion of the process will cost \$17,910.

Additionally, \$15,000 is being requested to cover Union County administrative expenses during the period of Strategy development.

Scope of Strategy:

This EECS will embrace DOE's principles of: 1) seeking maximum regional cooperation and benefits; 2) including programs/projects that will have long-term impacts; and 3) supporting programs/projects that will be financially sustainable. It will identify opportunities to minimize energy consumption and cost, increase use of clean energy resources, reduce greenhouse gas emissions, create jobs and attract clean energy investment/business/technology.

Specifically, the EECS will: 1) create a Greenhouse Gas Inventory for county-owned buildings. 2) develop a list of the most cost effective energy efficiency improvements available within those buildings. 3) develop and use a quantitative method of prioritizing the list of proposed projects within Union County (time frame of investment payback) 4) develop an option of including projects on a qualitative basis. 5) attempt to initiate, subject to Commission approval, a long-term plan to form a county government--public schools agreement to facilitate future energy efficiency projects. 6) attempt to initiate, subject to Commission approval, a revolving energy fund for which energy savings are quantified, isolated, and budgeted for further energy efficiency projects in order to leverage EECBG funds into the future. 7) create a broad framework of short, medium and long-term goals for leveraging EECBG funding by permanently recycling the funding into further energy efficiency projects.

Proposed Timeframe for Developing/Submitting EECS (subject to change based on DOE award date:)

June 25, 2009 Engineering, GHG Inventory and recommendations complete (already underway)
July 9, 2009 1st Draft of EECS to Union officials for comments--returned by July 15
July 22, 2009 Final draft of EECS finished and placed on County Commission agenda
August 3, 2009 Approval of Strategy by Commission
August 3-September 30, 2009 Preliminary negotiation and agreement with Union County public schools and development of specific mechanism (working group, partners, legal and finance issues) for revolving energy investment funds.
September 7 & 21, 2009 Update on process at Commission meetings to assure final passage.
October 5, 2009 Approval of agreements and final Strategy by Commission
October 6, 2009 Final submittal of EEC Strategy to DOE

If you are proposing more than one activity, save this file as many times as needed with successive page numbers. For example: "OH-CITY-Columbus-Project Activity page 1.pdf," "OH-CITY-Columbus-Project Activity page 2.pdf," and continue as needed.

ATTACHMENT 3

U.S. Department of Energy FEDERAL ASSISTANCE REPORTING CHECKLIST AND INSTRUCTIONS

1. Identification Number: De-SC0001314	2. Program/Project Title: Energy Efficiency & Conservation Block Grant Union County – NC												
3. Recipient: Union County , NC													
4. Reporting Requirements: A. MANAGEMENT REPORTING <input type="checkbox"/> Progress Report <input checked="" type="checkbox"/> Special Status Report	Frequency A	No. of Copies Upload only 1 copy to the address in the next column at the interval specified in the previous column.	Addressees EECBG@eeo.doe.gov Contracting Officer listed in Block 25 of Assistance Agreement										
B. SCIENTIFIC/TECHNICAL REPORTING (Reports/Products must be submitted with appropriate DOE F 241. The 241 forms are available at www.eeri.gov/eink) <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Report/Product</td> <td style="text-align: center;">Form</td> </tr> <tr> <td><input type="checkbox"/> Final Scientific/Technical Report</td> <td style="text-align: center;">DOE F 241.3</td> </tr> <tr> <td><input type="checkbox"/> Conference papers/proceedings*</td> <td style="text-align: center;">DOE F 241.3</td> </tr> <tr> <td><input type="checkbox"/> Software/Manual</td> <td style="text-align: center;">DOE F 241.4</td> </tr> <tr> <td><input type="checkbox"/> Other (see Special Instructions)</td> <td style="text-align: center;">DOE F 241.3</td> </tr> </table> * Scientific and technical conferences only	Report/Product	Form	<input type="checkbox"/> Final Scientific/Technical Report	DOE F 241.3	<input type="checkbox"/> Conference papers/proceedings*	DOE F 241.3	<input type="checkbox"/> Software/Manual	DOE F 241.4	<input type="checkbox"/> Other (see Special Instructions)	DOE F 241.3			
Report/Product	Form												
<input type="checkbox"/> Final Scientific/Technical Report	DOE F 241.3												
<input type="checkbox"/> Conference papers/proceedings*	DOE F 241.3												
<input type="checkbox"/> Software/Manual	DOE F 241.4												
<input type="checkbox"/> Other (see Special Instructions)	DOE F 241.3												
C. FINANCIAL REPORTING <input checked="" type="checkbox"/> SF-425. Federal Financial Report	Q, F		EECBG@eeo.doe.gov Contracting Officer listed in Block 25 of Assistance Agreement										
D. CLOSEOUT REPORTING <input type="checkbox"/> Patent Certification <input checked="" type="checkbox"/> Property Certification <input type="checkbox"/> Other (see Special Instructions)	F		EECBG@eeo.doe.gov Contracting Officer listed in Block 25 of Assistance Agreement										
E. OTHER REPORTING <input type="checkbox"/> Annual Indirect Cost Proposal <input type="checkbox"/> Annual Inventory Report of Federally Owned Property, if any <input checked="" type="checkbox"/> Other – See Section 5 below:	Q, F, A		See Special Instructions Below										
FREQUENCY CODES AND DUE DATES: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A - Within 5 calendar days after events or as specified.</td> <td style="width: 50%;">S - Semiannually; within 30 days after end of reporting period.</td> </tr> <tr> <td>F - Final: 90 calendar days after expiration or termination of the award.</td> <td>Q - Quarterly; within 30 days after end of the reporting period.</td> </tr> <tr> <td>Y - Yearly; 90 days after the end of the reporting period.</td> <td></td> </tr> </table>				A - Within 5 calendar days after events or as specified.	S - Semiannually; within 30 days after end of reporting period.	F - Final: 90 calendar days after expiration or termination of the award.	Q - Quarterly; within 30 days after end of the reporting period.	Y - Yearly; 90 days after the end of the reporting period.					
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F - Final: 90 calendar days after expiration or termination of the award.	Q - Quarterly; within 30 days after end of the reporting period.												
Y - Yearly; 90 days after the end of the reporting period.													
5. Special Instructions: Forms are available at https://www.eere-dmc.energy.gov/forms.asp Other Reporting is as follows: Energy Efficiency and Conservation Strategy (if applicable) ANNUAL REPORTS ARRA – Performance Progress Report See Federal Assistance Reporting Instructions on following pages for more details. Please note: All quarterly reports are due no later than 30 days after the end of the reporting period. Because this award is funded under the Recovery Act, the ARRA Performance Progress Report is due no later than 10 days after the end of the reporting period.													

ATTACHMENT 4 – BUDGET PAGES

Budget will be incorporated by amendment upon receipt, review, negotiation, and acceptance by DOE.

Federal Assistance Reporting Instructions

Reporting requirements under the EECBG Program consist of the following types of reports:

SPECIAL STATUS REPORT

The recipient must report the following events by e-mail as soon as possible after they occur:

1. Developments that have a significant favorable impact on the project.
2. Problems, delays, or adverse conditions which materially impair the recipient's ability to meet the objectives of the award or which may require DOE to respond to questions relating to such events from the public. For example, the recipient must report any of the following incidents and include the anticipated impact and remedial action to be taken to correct or resolve the problem/condition:
 - a. Any single fatality or injuries requiring hospitalization of five or more individuals.
 - b. Any significant environmental permit violation.
 - c. Any verbal or written Notice of Violation of any Environmental, Safety, and Health statutes or regulations.
 - d. Any incident which causes a significant process or hazard control system failure.
 - e. Any event which is anticipated to cause a significant schedule slippage or cost increase.
 - f. Any damage to Government-owned equipment in excess of \$50,000.
 - g. Any other incident that has the potential for high visibility in the media.

FINANCIAL REPORTING

- **FOR ALL RECIPIENTS:** Submit a Quarterly Progress Report and the SF-425 Federal Financial Report. Instructions for the Quarterly Progress Report are below. The SF-425 is available at <http://www.whitehouse.gov/omb/grants/index.html>.

CLOSEOUT REPORTING

Property Certification

The recipient must provide the Property Certification, including the required inventories of non-exempt property, located at <http://grants.pr.doe.gov>.

EECS STRATEGY (for units of local government and Indian tribes only)

- **FOR UNITS OF LOCAL GOVERNMENT AND INDIAN TRIBES:** units of local government and Indian tribes that do not submit an Energy Efficiency and Conservation Strategy (EECS) with their application must submit one not later than one-hundred twenty (120) days after the effective date of the award. The EECS shall be a comprehensive strategy that covers, at a minimum, all items details in Attachment D as well as the following:
 - Jurisdictional area covered by plan and governing body and/or office with direct authority over plan
 - Plan implementation partners and any leverages funds from private or other public sources
 - Baseline energy use and GHG emissions inventory and forecast
 - Goals/objectives for total energy use and emissions reductions, and energy efficiency increase (including deployment of renewable technologies)
 - Goals can be qualitative

- Actions/plans/strategies and implementation schedule to meet goals
 - Actions and strategies included in the plan can be eligible activities for use of funds under EECBG as well as activities that are ineligible; comprehensive planning is encouraged. The eligible activities should be marked as such.
 - Applicants are encouraged, in particular, to include the potential impact of anticipated leveraged funds from private as well as other public sources.
- Expected outcomes and benefits of plan:
 - Jobs created and/or retained
 - Energy saved
 - Renewable energy capacity
 - GHG emissions reduced
 - Funds leveraged
- Obstacles to reaching goals and strategies to remove obstacles
- Policies and/or administrative actions adopted or needed to support actions/plans/strategies/targets/schedule
- Evaluation, monitoring and verification plan
- Plan for how activities will be sustained beyond grant period
- Plans for the use of funds by adjacent eligible units of local governments that receive grants under the program; and plans to coordinate and share information with the state in which the eligible unit of local government is located regarding activities carried out using the grant to maximize the energy efficiency and conservation benefits under this part.
- Plans for how these funds will be coordinated with leverages funds, including other Recovery Act funds, to maximize benefits for local and regional communities.

ANNUAL REPORTS

- **FOR UNITS OF LOCAL GOVERNMENT AND INDIAN TRIBES:** Submit annual reports not later than two (2) years after the effective date of this award and annually thereafter. The annual report shall describe the status of development and implementation of the energy efficiency and conservation strategy and an assessment of energy efficiency gains within the jurisdiction of the eligible unit of local government or Indian Tribe. The annual report shall also address the metrics listed below.
- **FOR STATES:** Submit annual reports not later than one (1) year after the effective date of this award and annually thereafter. The annual report will include the metrics listed below as well as:
 - The status of development and implementation of the energy efficiency and conservation strategy of the state during the preceding calendar year;
 - The status of the subgrant program of the state;
 - Specific energy efficiency and conservation goals of the state for subsequent calendar years; and
 - Activities (list all programs created or supported by program funds and amount of program funds spent on each activity, indicate which programs are new and which are existing, indicate which programs are supported solely by program funds, and which have other funding sources.

ARRA PERFORMANCE PROGRESS REPORT

Failure to comply with this reporting requirement may result in termination of that part of the award funding by Recovery Act.

Not later than 10 days after the end of each calendar quarter, each recipient shall submit a report to the grantor agency that contains:

- The total amount of American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, covered funds received from that agency;
- The amount of American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, covered funds received that were expended or obligated to project or activities;
- A detailed list of all projects or activities for which American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, covered funds were expended or obligated including:

- Name of project or activity
 - Description of project or activity
 - Evaluation of the completion status of project or activity
 - Estimate of number of jobs created and retained by project or activity *in the manner and form prescribed by DOE*
 - Infrastructure investments made by State and local governments, purpose, total cost, rationale or agency for funding infrastructure investment, name of agency contact.
 - Information on subcontracts or subgrants awarded by recipient to include data elements required to comply with the Federal Accountability and Transparency Act of 2006 (Pub. L. 109-282).
- Compliance: As a condition of receipt of funds under this Act, no later than 180 days of enactment, all recipients shall provide the information described above.

DOE intends to append the periodic ARRA – Performance Progress Report to include reporting on the following, at a minimum:

The results of the funding provided for the EECBG Program through the American Recovery and Reinvestment Act (ARRA) will be assessed according to the following performance metrics:

- Jobs created and/or retained
- Energy (kwh/therms/gallons/BTUs/etc.) saved
- Renewable energy generated
- GHG emissions reduced
- Cost savings

The metrics described below are designed to track the accomplishments of projects funded by EECBG. States must not include results reported by direct grant recipients. Grant recipients will be presented with reporting requirements at the time they receive funding and will be expected to report their achievements in terms of the specified metrics presented below.

Grant recipients will be required to report quarterly on project expenditures, and also on specific activities and achievements, such as square feet of buildings retrofitted. These items tend to be outputs (actions taken by grant recipients) but also include some short-term outcomes (results achieved relatively soon after project outputs occur that lead toward attainment of ultimate project objectives).

Expenditures: Accurate records should be kept on project expenditures for all EECBG ARRA funded efforts. The specific information to be gathered and tracked is listed below. It will be the same for all project types:

- Expenditures for project activities
- Expenditures for administration
- Expenditures for evaluation
- Leveraged funds

Metrics Activity: The key metrics to be reported will vary by project type. The minimum information to be reported, by project activity type, is reported below.

Building Codes and Standards

- Name of new code adopted
- Name of old code replaced
- Number of new and existing buildings covered by new code

Building Retrofits

- Number of buildings retrofitted, by sector
- Square footage of buildings retrofitted, by sector

Clean Energy Policy

- Number of alternative energy plans developed or improved
- Number of renewable portfolio standards established or improved
- Number of interconnection standards established or improved

- Number of energy efficiency portfolio standards established or improved
- Number of other policies developed or improved

Building Energy Audits

- Number of audits performed, by sector
- Floor space audited, by sector
- Auditor's projection of energy savings, by sector

Energy Efficiency Rating and Labeling

- Types of energy-consuming devices for which energy-efficiency rating and labeling systems were endorsed by the grantee

Government, School, Institutional Procurement

- Number of units purchased, by type (e.g., vehicles, office equipment, HVAC equipment, streetlights, exit signs)

Industrial Process Efficiency (kwh equivalents)

- Reduction in natural gas consumption (mmcf)
- Reduction in fuel oil consumption (gallons)
- Reduction in electricity consumption (MWh)

Loans and Grants

- Number and monetary value of loans given
- Number and monetary value of grants given

Renewable Energy Market Development

- Number and size of solar energy systems installed
- Number and size of wind energy systems installed
- Number and size of other renewable energy systems installed

Financial Incentives for Energy Efficiency and Other Covered Investments

- Monetary value of financial incentive provided, by sector
- Total value of investments incentivized, by sector

Technical Assistance

- Number of information transactions contacts (for example, webinar, site visit, media, fact sheet) in which energy efficiency or renewable energy measure were recommended, by sector

Transportation

- Number of alternative fuel vehicles purchased
- Number of conventional vehicles converted to alternative fuel use
- Number of new alternative refueling stations emplaced
- Number of new carpools and vanpools formed
- Number of energy-efficient traffic signals installed
- Number of street lane-miles for which synchronized traffic signals were installed

Workshops, Training, and Education

- Number of workshops, training, and education sessions held, by sector
- Number of people attending workshops, training, and education sessions, by sector

Other Activities Not Previously Defined

- Pertinent metric information for any activity not defined above should be captured and included as needed

Short-term Outcomes (DOE will provide supplemental guidance on how to calculate these outcomes to ensure consistent approaches that results can be aggregated at a regional, State and national level):

Energy Savings (kwh equivalents)

- Annual reduction in natural gas consumption (mmcf) by sector and end-use category
- Annual reduction in electricity consumption (MWh) by sector and end-use category
- Annual reduction in electricity demand (MW) by sector and end-use category
- Annual reduction in fuel oil consumption (gallons) by sector and end-use category
- Annual reduction in propane consumption (gallons) by sector and end-use category
- Annual reduction in gasoline and diesel fuel consumption (gallons) by sector and end-use category

Job Creation/Retention

- Number
- Type
- Duration

Renewable Energy Capacity and Generation

- Amount of wind-powered electric generating capacity installed (MW)
- Amount of electricity generated from wind systems (MWh)
- Amount of photovoltaic generating capacity installed (MW)
- Amount of electricity generated from photovoltaic systems (MWh)
- Amount of electric generating capacity from other renewable sources installed (MW)
- Amount of electricity generated from other renewable sources (MWh)

Emissions Reductions (tons) (CO2 equivalents)

- Methane
- Carbon
- Sulfur dioxide
- Nitrogen oxide
- Carbon monoxide

Protected Personally Identifiable Information (PII)

Reports must not contain any *Protected* PII. PII is any information about an individual which can be used to distinguish or trace an individual's identity. Some information that is considered to be PII is available in public sources such as telephone books, public websites, university listings, etc. This type of information is considered to be Public PII and includes, for example, first and last name, address, work telephone number, e-mail address, home telephone number, and general educational credentials. In contrast, *Protected* PII is defined as an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts, etc.

**SPECIAL TERMS AND CONDITIONS FOR THE ENERGY EFFICIENCY AND CONSERVATION
BLOCK GRANT PROGRAM – FORMULA GRANTS – JULY 2009**

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**SPECIAL TERMS AND CONDITIONS FOR THE ENERGY EFFICIENCY AND
CONSERVATION BLOCK GRANT PROGRAM – FORMULA GRANTS – JULY 2009**

1. RESOLUTION OF CONFLICTING CONDITIONS

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award must be referred to the DOE Award Administrator for guidance.

2. AWARD AGREEMENT TERMS AND CONDITIONS

This award/agreement consists of the Grant and Cooperative Agreement cover page, plus the following:

- a. Special terms and conditions.
- b. Attachments:

<u>Attachment No.</u>	<u>Title</u>
1	Intellectual Property Provisions
2	Project Activity Worksheet(s)
3	Federal Assistance Reporting Checklist
4	Budget Pages
5	Davis-Bacon Act Wage Determination(s), if applicable
6	Special Requirements, if applicable

- c. Applicable program regulations: Title V, Subtitle E of the Energy Independence Security Act (EISA) of 2007, Public Law 110-140.
- d. DOE Assistance Regulations, 10 CFR Part 600 at <http://ecfr.gpoaccess.gov> and if the award is for research and to a university or non-profit, the Research Terms & Conditions and the DOE Agency Specific Requirements at <http://www.nsf.gov/bfa/dias/policy/rtrc/index.jsp>.
- e. Application/proposal as approved by DOE.
- f. National Policy Assurances to Be Incorporated as Award Terms in effect on date of award at http://management.energy.gov/business_doc/1374.htm

3. AWARD PROJECT PERIOD AND BUDGET PERIODS

The Project and Budget Periods for this award is 08/14/2009 through 08/13/2012

4. STAGED DISBURSEMENT OF FUNDS

[X] IF MARKED, THIS TERM IS APPLICABLE

The total funding allocation for this award is shown in Block 13 of the Assistance Agreement Cover Page. However, funds will be released according to a staged disbursement schedule. All funds must be expended within 36 months of the effective date of the award.

[X] For Energy Efficiency Conservation Strategy (EECS) Only awards, funds in the amount of \$46,370 are released to the Recipient to begin work on the EECS. The approved activities are listed in Attachment 2, Project Activity Worksheets. The remaining funds will be released for disbursement upon DOE approval of the EECS and amendment of the award to include the authorized Project Activity Worksheets.

[] Funds in the amount of \$ [] are released to the Recipient to begin work on the activities listed in

Not Specified/Other

Attachment 2, Project Activity Worksheets. The remaining funds will be released for disbursement upon DOE approval of additional activities and amendment of the award to include the authorized Project Activity Worksheets.

[] Funds in the amount of \$ [] are released to the Recipient to begin work on administrative duties pending resolution of problematic issues such as eligibility, technical issues, NEPA, historic preservation, budgetary items, or similar issues. The remaining funds will be released upon successful resolution of these issues and amendment of the award.

5. PAYMENT PROCEDURES - ADVANCES THROUGH THE AUTOMATED STANDARD APPLICATION FOR PAYMENTS (ASAP) SYSTEM

[] IF MARKED, THIS TERM DOES NOT APPLY – SEE ATTACHMENT 6

- a. Method of Payment. Payment will be made by advances through the Department of Treasury's ASAP system.
- b. Requesting Advances. Requests for advances must be made through the ASAP system. You may submit requests as frequently as required to meet your needs to disburse funds for the Federal share of project costs. If feasible, you should time each request so that you receive payment on the same day that you disburse funds for direct project costs and the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close as is administratively feasible to actual disbursements.
- c. Adjusting payment requests for available cash. You must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from DOE/NNSA.
- d. Payments. All payments are made by electronic funds transfer to the bank account identified on the ASAP Bank Information Form that you filed with the U.S. Department of Treasury.

6. INCREMENTAL FUNDING AND MAXIMUM OBLIGATION - COEXTENSIVE BUDGET PERIOD AND PROJECT PERIOD

This award is funded on an incremental basis. The maximum obligation of the DOE/NNSA is limited to the amount shown on the Agreement Face Page. You are not obligated to continue performance of the project beyond the total amount obligated and your pro rata share of the project costs, if cost sharing is required. Additional funding is contingent upon the availability of appropriated funds and substantial progress towards meeting the objectives of the award.

7. COST SHARING FFRDC'S NOT INVOLVED

Applicable only if cost sharing is included in the award.

- a. Total Estimated Project Cost is the sum of the Government share and Recipient share of the estimated project costs. The Recipient's cost share must come from non-Federal sources unless otherwise allowed by law. By accepting federal funds under this award, you agree that you are liable for your percentage share of total allowable project costs, on a budget period basis, even if the project is terminated early or is not funded to its completion. This cost is shared as follows:

Not Specified/Other

Not Specified/Other

Budget Period No.	Budget Period Start	Government Share \$/%	Recipient Share \$/%	Total Estimated Cost
Total Project				

- b. If you discover that you may be unable to provide cost sharing of at least the amount identified in paragraph a of this article, you should immediately provide written notification to the DOE Award Administrator indicating whether you will continue or phase out the project. If you plan to continue the project, the notification must describe how replacement cost sharing will be secured.
- c. You must maintain records of all project costs that you claim as cost sharing, including in-kind costs, as well as records of costs to be paid by DOE/NNSA. Such records are subject to audit.
- d. Failure to provide the cost sharing required by this Article may result in the subsequent recovery by DOE/NNSA of some or all the funds provided under the award.

8. REBUDGETING AND RECOVERY OF INDIRECT COSTS

THE APPLICABLE CLAUSE IS MARKED BELOW.

REBUDGETING AND RECOVERY OF INDIRECT COSTS - REIMBURSABLE INDIRECT COSTS AND FRINGE BENEFITS

- a. If actual allowable indirect costs and fringe benefits are less than those budgeted and funded under the award, you may use the difference to pay additional allowable direct costs during the project period. If at the completion of the award the Government's share of total allowable costs (i.e., direct, indirect, fringe benefits), is less than the total costs reimbursed, you must refund the difference.
- b. Recipients are expected to manage their indirect costs and fringe benefits. DOE will not amend an award solely to provide additional funds for changes in indirect costs and fringe benefits. DOE recognizes that the inability to obtain full reimbursement for indirect costs and fringe benefits means the recipient must absorb the underrecovery. Such underrecovery may be allocated as part of the organization's required cost sharing.

REBUDGETING AND RECOVERY OF INDIRECT COSTS – REIMBURSABLE INDIRECT COSTS

- a. If actual allowable indirect costs are less than those budgeted and funded under the award, you may use the difference to pay additional allowable direct costs during the project period. If at the completion of the award the Government's share of total allowable costs (i.e., direct and indirect), is less than the total costs reimbursed, you must refund the difference.
- b. Recipients are expected to manage their indirect costs. DOE will not amend an award solely to provide additional funds for changes in indirect cost rates. DOE recognizes that the inability to obtain full reimbursement for indirect costs means the recipient must absorb the underrecovery. Such underrecovery may be allocated as part of the organization's required cost sharing.
- c. The budget for this award includes indirect costs, but does not include fringe benefits. Therefore, fringe benefit costs shall not be charged to nor shall reimbursement be requested for this project nor shall the fringe benefit costs for this project be allocated to any other federally sponsored project. In addition, fringe benefit costs shall not be counted as cost share unless approved by the Contracting Officer.

Not Specified/Other

[] **REBUDGETING AND RECOVERY OF INDIRECT COSTS - INDIRECT COSTS AND FRINGE BENEFITS ARE NOT REIMBURSABLE**

The budget for this award does not include indirect costs or fringe benefits. Therefore, these expenses shall not be charged to nor reimbursement requested for this project nor shall the fringe and indirect costs from this project be allocated to any other federally sponsored project. In addition, indirect costs or fringe benefits shall not be counted as cost share unless approved by the Contracting Officer.

9. CEILING ON ADMINISTRATIVE COSTS

- a. Recipients may not use more than 10 percent of amounts provided under this program, or \$75,000, whichever is greater (EISA Sec 545(b)(3)(A), for administrative expenses, excluding the costs of meeting the reporting requirements under Title V, Subtitle E of EISA. These costs should be captured and summarized for each activating under the Projected Costs Within Budget: Administration.
- b. Recipients are expected to manage their administrative costs. DOE will not amend an award solely to provide additional funds for changes in administrative costs. The Recipient shall not be reimbursed on this project for any final administrative costs that are in excess of the designated 10 percent administrative cost ceiling. In addition, the Recipient shall neither count costs in excess of the administrative cost ceiling as cost share, nor allocate such costs to other federally sponsored projects, unless approved by the Contracting Officer.

10. LIMITATIONS ON USE OF FUNDS

- a. Recipients may not use more than 20 percent or \$250,000, whichever is greater (EISA Sec 545(b)(3)(B), for the establishment of revolving loan funds.
- b. Recipients may not use more than 20 percent or \$250,000, whichever is greater (EISA Sec 545(b)(3)(C), for subgrants to nongovernmental organizations for the purpose of assisting in the implementation of the energy efficiency and conservation strategy of the eligible unit of local government.

11. PRE-AWARD COSTS

THIS TERM IS INAPPLICABLE UNLESS COMPLETED BELOW.

You are entitled to reimbursement for costs incurred on or after [MonthDayYear], as authorized by the pre-award costs letter dated [Date of Approval Letter], if such costs are allowable in accordance with the applicable Federal cost principles referenced in 10 CFR Part 600.

12. USE OF PROGRAM INCOME - ADDITION

If you earn program income during the project period as a result of this award, you may add the program income to the funds committed to the award and use it to further eligible project objectives.

13. STATEMENT OF FEDERAL STEWARDSHIP

DOE/NNSA will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

14. SITE VISITS

DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. You must provide, and must require your subawardees to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

15. REPORTING REQUIREMENTS

- a. **Requirements.** The reporting requirements for this award are identified on the Federal Assistance Reporting Checklist, DOE F 4600.2, attached to this award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.
- b. **Dissemination of scientific/technical reports.** Scientific/technical reports submitted under this award will be disseminated on the Internet via the DOE Information Bridge (www.osti.gov/bridge), unless the report contains patentable material, protected data, or SBIR/STTR data. Citations for journal articles
- c. **produced under the award will appear on the DOE Energy Citations Database (www.osti.gov/energycitations).**
- d. **Restrictions.** Reports submitted to the DOE Information Bridge must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

16. PUBLICATIONS

- a. You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.
- b. An acknowledgment of Federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: "This material is based upon work supported by the Department of Energy under Award Number [*Enter the award number*]."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

17. FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS

You must obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

18. INTELLECTUAL PROPERTY PROVISIONS AND CONTACT INFORMATION

- a. The intellectual property provisions applicable to this award are provided as an attachment to this award or are referenced on the Agreement Face Page. A list of all intellectual property provisions may be found at http://www.gc.doe.gov/financial_assistance_awards.htm.
- b. Questions regarding intellectual property matters should be referred to the DOE Award Administrator and the Patent Counsel designated as the service provider for the DOE office that issued the award. The IP Service Providers List is found at [http://www.gc.doe.gov/documents/Intellectual_Property_\(IP\)_Service_Providers_for_Acquisition.pdf](http://www.gc.doe.gov/documents/Intellectual_Property_(IP)_Service_Providers_for_Acquisition.pdf)

19. LOBBYING RESTRICTIONS

By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

20. NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS – SENSE OF CONGRESS

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

21. INSOLVENCY, BANKRUPTCY OR RECEIVERSHIP

- a. You shall immediately notify the DOE of the occurrence of any of the following events: (i) you or your parent's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act; (ii) your consent to the institution of an involuntary case under the Bankruptcy Act against you or your parent; (iii) the filing of any similar proceeding for or against you or your parent, or its consent to, the dissolution, winding-up or readjustment of your debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over you, under any other applicable state or federal law; or (iv) your insolvency due to your inability to pay your debts generally as they become due.
- b. Such notification shall be in writing and shall: (i) specifically set out the details of the occurrence of an event referenced in paragraph a; (ii) provide the facts surrounding that event; and (iii) provide the impact such event will have on the project being funded by this award.
- c. Upon the occurrence of any of the four events described in the first paragraph, DOE reserves the right to conduct a review of your award to determine your compliance with the required elements of the award (including such items as cost share, progress towards technical project objectives, and submission of required reports). If the DOE review determines that there are significant deficiencies or concerns with your performance under the award, DOE reserves the right to impose additional requirements, as needed, including (i) change your payment method; or (ii) institute payment controls.
- d. Failure of the Recipient to comply with this provision may be considered a material noncompliance of this financial assistance award by the Contracting Officer.

22. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS

You are restricted from taking any action using Federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to DOE/NNSA providing either a NEPA clearance or a final NEPA decision regarding this project. Prohibited actions include: *[Activities that cannot be performed before the NEPA clearance or decision is completed]*. This restriction does not preclude you from: *[activities that can be performed before the NEPA clearance or decision is completed]*.

If you move forward with activities that are not authorized for federal funding by the DOE Contracting Officer in advance of the final NEPA decision, you are doing so at risk of not receiving federal funding and such costs may not be recognized as allowable cost share.

If this award includes construction activities, you must submit an environmental evaluation report/evaluation notification form addressing NEPA issues prior to DOE/NNSA initiating the NEPA process.

23. DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS

Notwithstanding any other provisions of this Agreement, the Government shall not be responsible for or have any obligation to the recipient for (i) Decontamination and/or Decommissioning (D&D) of any of the recipient's facilities, or (ii) any costs which may be incurred by the recipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of this Agreement.

24. SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (MAY 2009)

Preamble

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Recipients shall use grant funds in a manner that maximizes job creation and economic benefit.

The Recipient shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in Act itself and as discussed below.

Recipients should begin planning activities for their first tier subrecipients, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, Contractors must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. The Recipient will be provided these details as they become available. The Recipient must comply with all requirements of the Act. If the recipient believes there is any inconsistency between ARRA requirements and current award terms and conditions, the issues will be referred to the Contracting Officer for reconciliation.

Definitions

For purposes of this clause, Covered Funds means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Not Specified/Other

Non-Federal employer means any employer with respect to covered funds – the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

Recipient means any entity that receives Recovery Act funds directly from the Federal government (including Recovery Act funds received through grant, loan, or contract) other than an individual and includes a State that receives Recovery Act Funds.

Special Provisions

A. Flow Down Requirement

Recipients must include these special terms and conditions in any subaward.

B. Segregation of Costs

Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

C. Access to Records

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized –

- (1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions relation to, the subcontract, subgrant, grant, or subgrant; and
- (2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

D. Publication

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to

the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data

The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

E. Protecting State and Local Government and Contractor Whistleblowers

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct, a court or grand jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross management of an agency contract or grant relating to covered funds;
- a gross waste of covered funds
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Nonenforceability of Certain Provisions Waiving Rights and remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of

employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.).

F. Request for Reimbursement

Reserved

G. False Claims Act

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

H. Information in supporting of Recovery Act Reporting

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.

I. Availability of Funds

Funds appropriated under the Recovery Act and obligated to this award are available for reimbursement of costs until September 30, 2015.

J. Additional Funding Distribution and Assurance of Appropriate Use of Funds

Applicable if award is to a State Government or an Agency

Certification by Governor -- Not later than April 3, 2009, for funds provided to any State or agency thereof by the American Reinvestment and Recovery Act of 2009, Pub. L. 111-5, the Governor of the State shall certify that: 1) the state will request and use funds provided by the Act; and 2) the funds will be used to create jobs and promote economic growth.

Acceptance by State Legislature -- If funds provided to any State in any division of the Act are not accepted for use by the Governor, then acceptance by the State legislature, by means of the adoption of a concurrent resolution, shall be sufficient to provide funding to such State.

Distribution -- After adoption of a State legislature's concurrent resolution, funding to the State will be for distribution to local governments, councils of government, public entities, and public-private entities within the State either by formula or at the State's discretion.

K. Certifications

With respect to funds made available to State or local governments for infrastructure investments under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, the Governor, mayor, or other chief executive, as appropriate, certified by acceptance of this award that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. Recipient

shall provide an additional certification that includes a description of the investment, the estimated total cost, and the amount of covered funds to be used for posting on the Internet. A State or local agency may not receive infrastructure investment funding from funds made available by the Act unless this certification is made and posted.

25. REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT (MAY 2009)

- a. This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.
- b. The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.
- c. Recipients and their first-tier recipients must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.
- d. The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at <http://www.FederalReporting.gov> and ensure that any information that is pre-filled is corrected or updated as needed.

26. REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (MAY 2009)

This award term is applicable to any Recovery Act funds for construction, alteration, maintenance, or repair of a public building or public work and the total project value is estimated less than \$7,443,000. This award term also applies to all subgrants and contracts.

- a. Definitions. As used in this award term and condition--
 - (1) Manufactured good means a good brought to the construction site for incorporation into the building or work that has been—
 - (i) Processed into a specific form and shape; or
 - (ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.
 - (2) Public building and public work means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.
 - (3) Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.
- b. Domestic preference.

Not Specified/Other

- (1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111--5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) and (b)(4) of this section and condition.
 - (2) This requirement does not apply to the material listed by the Federal Government as follows:

None

[Award official to list applicable excepted materials or indicate "none"]
 - (3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that--
 - (i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;
 - (ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
 - (iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.
- c. Request for determination of inapplicability of Section 1605 of the Recovery Act .
- (1)
 - (i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government valuation of the request, including—
 - (A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
 - (B) Unit of measure;
 - (C) Quantity;
 - (D) Cost;
 - (E) Time of delivery or availability;
 - (F) Location of the project;
 - (G) Name and address of the proposed supplier; and
 - (H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.
 - (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.
 - (iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.
 - (iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.
 - (2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall

Not Specified/Other

adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

- (3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.
- d. Data. To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Items Cost Comparison

Description	Unit of Measure	Quantity	Cost (dollars)*
<i>Item 1:</i>			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			
<i>Item 2:</i>			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			

List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

*Include all delivery costs to the construction site.

27. REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS)--SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (MAY 2009)

This award term is applicable to any Recovery Act funds for construction, alteration, maintenance, or repair of a public building or public work with a total project value over \$7,443,000 that involves iron, steel, and/or manufactured goods materials covered under international agreements. This award term also applies to all subgrants and contracts.

- a. Definitions. As used in this award term and condition--

Designated country –

- (1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom;
- (2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Costa Rica,

Not Specified/Other

Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or

- (3) A United States-European Communities Exchange of Letters (May 15, 1995) country: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, and United Kingdom.

Designated country iron, steel, and/or manufactured goods –

- (1) Is wholly the growth, product, or manufacture of a designated country; or
- (2) In the case of a manufactured good that consist in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different manufactured good distinct from the materials from which it was transformed.

Domestic iron, steel, and/or manufactured good –

- (1) Is wholly the growth, product, or manufacture of the United States; or
- (2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There is no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of the goods occurs in the United States.

Foreign iron, steel, and/or manufactured good means iron, steel and/or manufactured good that is not domestic or designated country iron, steel, and/or manufactured good.

Manufactured good means a good brought to the construction site for incorporation into the building or work that has been--

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

Public building and public work means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

b. Iron, steel, and manufactured goods.

- (1) The award term and condition described in this section implements--
- (i) Section 1605(a) of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (Recovery Act), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States; and
- (ii) Section 1605(d), which requires application of the Buy American requirement in a manner

Not Specified/Other

consistent with U.S. obligations under international agreements. The restrictions of section 1605 of the Recovery Act do not apply to designated country iron, steel, and/or manufactured goods. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used in the project are from a Party to an international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services. This obligation shall only apply to projects with an estimated value of \$7,443,000 or more.

(2) The recipient shall use only domestic or designated country iron, steel, and manufactured goods in performing the work funded in whole or part with this award, except as provided in paragraphs (b)(3) and (b)(4) of this section.

(3) The requirement in paragraph (b)(2) of this section does not apply to the iron, steel, and manufactured goods listed by the Federal Government as follows:

None

[Award official to list applicable excepted materials or indicate "none"]

(4) The award official may add other iron, steel, and manufactured goods to the list in paragraph (b)(3) of this section if the Federal Government determines that--

- (i) The cost of domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, and/or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;
- (ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or
- (iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

c. Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.

- (1) (i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(4) of this section shall include adequate information for Federal Government evaluation of the request, including--
 - (A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
 - (B) Unit of measure;
 - (C) Quantity;
 - (D) Cost;
 - (E) Time of delivery or availability;
 - (F) Location of the project;
 - (G) Name and address of the proposed supplier; and
 - (H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(4) of this section.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.
- (iii) The cost of iron, steel, or manufactured goods shall include all delivery costs to the construction site and any applicable duty.
- (iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for

Not Specified/Other

construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other appropriate actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods.. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).

- (3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods other than designated country iron, steel, and/or manufactured goods is noncompliant with the applicable Act.
- d. Data. To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Items Cost Comparison

Description	Unit of Measure	Quantity	Cost (dollars)*
<i>Item 1:</i>			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			
<i>Item 2:</i>			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			

List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

*Include all delivery costs to the construction site.

28. WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT (MAY 2009)

This award term is applicable to Recovery Act programs or activities that may involve construction, alteration, maintenance, or repair. This award term also applies to all subgrants and contracts.

- a. Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon

contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

- b. For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

29. RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND RECIPIENT RESPONSIBILITIES FOR INFORMING SUBRECIPIENTS (MAY 2009)

- a. To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111--5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A--102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>
- b. For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A--133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF--SAC) required by OMB Circular A--133. OMB Circular A--133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF--SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF--SAC.
- c. Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.
- d. Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

30. DAVIS BACON ACT REQUIREMENTS (MAY 2009)

This award term is applicable to ARRA awards when WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT term is applicable. This award term is also applicable to subgrants and contracts.

Note: Where necessary to make the context of these articles applicable to this award, the term "Contractor" shall mean "Recipient" and the term "Subcontractor" shall mean "Subrecipient or Subcontractor" per the following definitions.

Recipient means the organization, individual, or other entity that receives an award from DOE and is financially accountable for the use of any DOE funds or property provided for the performance of the

Not Specified/Other

project, and is legally responsible for carrying out the terms and conditions of the award.

Subrecipient means the legal entity to which a subaward is made and which is accountable to the recipient for the use of the funds provided. The term may include foreign or international organizations (such as agencies of the United Nations).

Davis-Bacon Act

(a) *Definition*.—"Site of the work"—

(1) *Means*--

- (i) The primary site of the work. The physical place or places where the construction called for in the award will remain when work on it is completed; and
- (ii) The secondary site of the work, if any. Any other site where a significant portion of the building or work is constructed, provided that such site is—
 - (A) Located in the United States; and
 - (B) Established specifically for the performance of the award or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—

- (i) They are dedicated exclusively, or nearly so, to performance of the award or project; and
- (ii) They are adjacent or virtually adjacent to the "primary site of the work" as defined in paragraph (a)(1)(i), or the "secondary site of the work" as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal award or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of an award.

(b) (1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the award was performed at that site and shall be incorporated without any adjustment in award price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this article; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

Not Specified/Other

- (3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the article entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
 - (4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this article) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- c. (1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the award shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:
- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination.
 - (ii) The classification is utilized in the area by the construction industry.
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
Employment Standards Administration
U.S. Department of Labor
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

- (3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
 - (4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (c)(2) and (c)(3) of this article shall be paid to all workers performing work in the classification under this award from the first day on which work is performed in the classification.
- (d) Whenever the minimum wage rate prescribed in the award for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as

Not Specified/Other

part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

Rates of Wages

The minimum wages to be paid laborers and mechanics under this award involved in performance of work at the project site, as determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the pertinent locality, are included as an attachment to this award. These wage rates are minimum rates and are not intended to represent the actual wage rates that the Contractor may have to pay.

Payrolls and Basic Records

- (a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the article entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (b) (1) The Contractor shall submit weekly for each week in which any award work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this article. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the --

Superintendent of Documents U.S. Government Printing Office Washington, DC 20402

The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the award and shall certify --
- (i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this article and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the award during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the award.

Not Specified/Other

- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this article.
 - (4) The falsification of any of the certifications in this article may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (c) The Contractor or subcontractor shall make the records required under paragraph (a) of this article available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

Withholding of Funds

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this award or any other Federal award with the same Prime Contractor, or any other federally assisted award subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the award. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the award, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

Apprentices and Trainees

- (a) Apprentices.
- (1) An apprentice will be permitted to work at less than the predetermined rate for the work they performed when they are employed—
 - (i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or
 - (ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.
 - (2) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.
 - (3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this article, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall

Not Specified/Other

be paid not less than the applicable wage rate on the wage determination for the work actually performed.

- (4) Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.
 - (5) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
 - (6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (b) Trainees.
- (1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.
 - (2) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.
 - (3) In the event OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
 - (d) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this article shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

Compliance with Copeland Act Requirements

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this award.

Subcontracts (Labor Standards)

- (a) Definition. "Construction, alteration or repair," as used in this article means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation—
- (1) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;
 - (2) Painting and decorating;
 - (3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work;
 - (4) Transportation of materials and supplies between the site of the work within the meaning of paragraphs (a)(1)(i) and (ii) of the "site of the work" as defined in the article entitled Davis Bacon Act of this award, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of paragraph (2) of the "site of work" definition; and
 - (5) Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is constructed, which is part of the "site of the work" definition in paragraph (a)(1)(ii) of the Davis-Bacon Act article, and the physical place or places where the building or work will remain (paragraph (a)(1)(i) of the Davis Bacon Act article, in the "site of the work" definition).
- (b) The Contractor or subcontractor shall insert in any subcontracts for construction, alterations and repairs within the United States the articles entitled—
- (1) Davis-Bacon Act;
 - (2) Contract Work Hours and Safety Standards Act -- Overtime Compensation (if the article is included in this award);
 - (3) Apprentices and Trainees;
 - (4) Payrolls and Basic Records;
 - (5) Compliance with Copeland Act Requirements;
 - (6) Withholding of Funds;
 - (7) Subcontracts (Labor Standards);
 - (8) Contract Termination – Debarment;
 - (9) Disputes Concerning Labor Standards;
 - (10) Compliance with Davis-Bacon and Related Act Regulations; and
 - (11) Certification of Eligibility.

Not Specified/Other

- (c) The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the award articles cited in paragraph (b).
- (d) (1) Within 14 days after issuance of the award, the Contractor shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each subcontract for construction within the United States, including the subcontractor's signed and dated acknowledgment that the articles set forth in paragraph (b) of this article have been included in the subcontract.

Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

- (e) The Contractor shall insert the substance of this article, including this paragraph (e) in all subcontracts for construction within the United States.

Contract Termination – Debarment

A breach of the award articles entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act -- Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the whole award or in part for the Recovery Act covered work only, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

Compliance with Davis-Bacon and Related Act Regulations

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this award.

Disputes Concerning Labor Standards

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes and Appeals as defined in 10 CFR 600.22. Disputes within the meaning of this article include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

Certification of Eligibility

- (a) By entering into this award, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government awards by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (b) No part of this award shall be subcontracted to any person or firm ineligible for award of a Government award by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Approval of Wage Rates

All straight time wage rates, and overtime rates based thereon, for laborers and mechanics engaged in work under this award must be submitted for approval in writing by the head of the contracting activity or a representative expressly designated for this purpose, if the straight time wages exceed the rates for corresponding classifications contained in the applicable Davis-Bacon Act minimum wage determination included in the award. Any amount paid by the Contractor to any laborer or mechanic in excess of the

Not Specified/Other

agency approved wage rate shall be at the expense of the Contractor and shall not be reimbursed by the Government. If the Government refuses to authorize the use of the overtime, the Contractor is not released from the obligation to pay employees at the required overtime rates for any overtime actually worked.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 19, 2009

Action Agenda Item No. 9
(Central Admin. use only)

SUBJECT: Financial Advisor - Hospital Lease

DEPARTMENT: Central Administration **PUBLIC HEARING:** No

ATTACHMENT(S):

INFORMATION CONTACT:

Al Greene
Kai Nelson
Jeff Crook

TELEPHONE NUMBERS:

704.292.2625
704.292.2522
704.283.3673

DEPARTMENT'S RECOMMENDED ACTION: Provide direction to staff regarding services required in connection with a potential sale or lease and realignment of Phase I work elements to Phase II, authorize County Manager to negotiate an agreement with KaufmanHall based on the firm's proposal dated August 28, 2009, and return the agreement to the Board for approval at a future meeting

BACKGROUND: County Staff has developed and distributed an RFP for Financial Advisory Services in connection with the Hospital disposition project. Proposals were submitted by five firms in response to the RFP and those proposals were evaluated by the Chief Financial Officer, with assistance from the Staff Attorney and the County Manager. An evaluation matrix of the five firms that submitted proposals was developed and provided to the Board. The County review team conducted telephone interviews with three firms; Juniper Advisory, KaufmanHall and Navigant Consulting in the second week of September.

As a result of the evaluation of the proposals and interviews conducted by staff, the county review team recommended that the Board engage the firm of KaufmanHall due to the firm's:

- active involvement in current merger and acquisition services to the healthcare services industry
- depth and experience of personnel assigned to the engagement
- depth of the firm
- depth of "backoffice" support personnel - analytics
- structure of scope of services and fixed fee proposal for each phase
- responsiveness to RFQ and depth of understanding of engagement

A work session was held on Wednesday, October 7th, with representatives of KaufmanHall in attendance, and the Board received a detailed presentation from the firm. At staff's suggestion, no action was taken at the work session other than to request that KaufmanHall provide suggested terms for an engagement that would include an option for negotiation of a lease and the realignment of certain work elements, and the commensurate fee component, that appear in Phase I, "Transaction Planning and Development", to Phase II of the engagement of services.

It would be helpful to staff if we could discuss the Board's thoughts regarding the potential directions this project might take with regard to a sale or lease. Understanding as clearly as we can the inclinations of the Board with regard to options available would benefit the staff in negotiating an agreement for services, and may save time in that process.

FINANCIAL IMPACT: Initial proposal contemplates three phases - Transaction Planning & Development @ \$200,000, Partner Selection @ \$250,000 and Transaction Execution @ \$400,000; realigning work elements to later Phases may reduce initial Phase I costs

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 19, 2009

Action Agenda Item No. 11
(Central Admin. use only)

SUBJECT: Request for Refund of Excise Tax

DEPARTMENT: Legal

PUBLIC HEARING: Yes

ATTACHMENT(S):

- (1) Letter from Trent M. Grissom, dated September 10, 2009, requesting refund of excise tax paid on July 14, 2009
- (2) Substitute Trustee's Deed Recorded on July 14, 2009
- (3) Consent to Set Aside Sale and Trustee's Deed
- (4) Order Setting Aside Sale and Trustee's Deed

INFORMATION CONTACT:

Jeff Crook
Crystal Crump

TELEPHONE NUMBERS:

(704) 283-3673
(704) 283-3794

DEPARTMENT'S RECOMMENDED ACTION: Authorize a refund in the amount of \$510 to Trent M. Grissom after completion of all necessary prerequisites

BACKGROUND: By letter to Crystal Crump, Register of Deeds, dated September 10, 2009, Trent M. Grissom requested a refund of the excise tax paid when recording a Substitute Trustee's Deed with the Union County Register of Deeds on July 14, 2009. The Substitute Trustee's Deed purported to transfer title to property located at 515 Meadowsweet Lane in Waxhaw from Trent M. Grissom, Substitute Trustee in the Deed of Trust, to First National Bank of Spartanburg, following a foreclosure sale. It appears that it was later discovered that notice of the foreclosure sale was defective because proper notice was not published in a newspaper of general circulation in Union County. A Consent to Set Aside the Sale and the Substitute Trustee's Deed was filed with the Superior Court in Union County, and an Order Setting Aside the Sale and Trustee's Deed was obtained. The order from Judge Lee, the Presiding Superior Court Judge of Union County, found that that the foreclosure sale on June 18, 2009 was invalid, and that the subsequent conveyance by Substitute Trustee's Deed on July 14, 2009 did not convey good title. Therefore, Judge Lee ordered that the aforementioned foreclosure sale and conveyance by Substitute Trustee's Deed be set aside and vacated. The above facts form the basis for Mr. Grissom's request for a refund.

Aside from a few exemptions, G.S. 105-228.30(a) levies an excise tax "on each instrument by which any interest in real property is conveyed to another person." Since the Substitute Trustee's Deed did not convey good title (per Judge Lee's Order) and has been set aside and vacated, arguably the deed does not constitute an "instrument by which any interest in real

property is conveyed." The Board of County Commissioners is authorized pursuant to G.S. 105-228.37 to provide a refund to a taxpayer "who pays more [excise] tax than is due" on a conveyance of real estate. If the Substitute Trustee's Deed did not constitute an "instrument by which any interest in real property is conveyed," then the excise tax should not apply to the deed, and the Board may authorize a refund under the authority found in G.S. 105-228.37.

However, Union County only has the authority to refund its portion of the overpayment (in this case \$510). The remaining portion (\$490) of the excise tax would have been remitted to the State by the County's Finance Department in accordance with G.S. 105-228.30. The taxpayer may seek refund of the remaining portion from the State of North Carolina, if desired.

Pursuant to G.S. 105-228.37, the Board must "conduct a hearing on a request for refund in accordance with the procedures that apply to a hearing held by a board of equalization and review on an appeal concerning the listing or appraisal of property." If after the hearing the Board finds that a refund is due, it should authorize the refund pending the recording of a new instrument by the taxpayer reflecting the correct amount of tax due in accordance with the provisions found in GS 105-228.37(e). If the Board finds that no refund is due, it must issue a written decision to the taxpayer informing him that he may appeal the decision to the Property Tax Commission. It is the staff recommendation that the refund be granted.

FINANCIAL IMPACT: \$510

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

WEAVER, BENNETT & BLAND, P.A.

ATTORNEYS AT LAW

MAILING ADDRESS

POST OFFICE BOX 2570
MATTHEWS, NORTH CAROLINA 28106

F. LEE WEAVER
CHARLES W. BENNETT
MICHAEL DAVID BLAND*
WILLIAM G. WHITTAKER
ERAN LEE WEAVER**
JAMES L. EPPERSON***

TRENT M. GRISSOM*
REBECCA K. WATTS

STREET ADDRESS/OVERNIGHT
196 N. TRADE STREET
MATTHEWS, NC 28105

TELEPHONE (704) 844-1400
FAX (704) 843-1503
REAL ESTATE FAX (704) 844-1414

* LICENSED IN NC & SC
** LICENSED IN NC & VA
*** LICENSED IN NC & GA

September 10, 2009

Crystal D. Crump, Register of Deeds
Union County Register of Deeds
Post Office Box 248
Monroe, NC 28111

Re: *First National Bank of the South v. Gary Wood Construction, Inc.*
09-SP-570

Dear Ms. Crump:

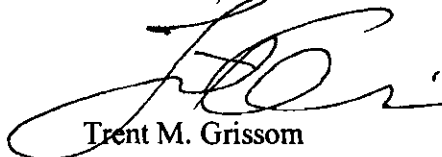
Enclosed please find a copy of a Substitute Trustee's Deed that was recorded on July 14, 2009. It came to our attention after the foreclosure sale was held and the deed was recorded that proper notice of the sale had not been given in a newspaper of general circulation in Union County. We have since filed a Consent to Set Aside Sale and Trustee's Deed, and have obtained an Order Setting Aside Sale and Trustee's Deed. Filed/stamped copies of these documents are enclosed for your reference.

In light of the above circumstances, please allow this letter to serve as our official request for a refund of the \$1,000.00 excise tax that was paid on July 14, 2009, at the time of recording. Please contact me at your earliest convenience with any questions and/or concerns.

Thank you for your assistance in this matter.

Sincerely,

WEAVER, BENNETT & BLAND, P.A.



Trent M. Grissom

TMG:bp
Enclosures

cc: First National Bank of the South

FILED
UNION COUNTY, NC
CRYSTAL CRUMP
REGISTER OF DEEDS

FILED Jul 14, 2009
AT 03:52 pm
BOOK 05174
START PAGE 0262
END PAGE 0264
INSTRUMENT # 23358
EXCISE TAX \$1,000.00
TAW

THIS INSTRUMENT PREPARED BY & RETURN TO:


Trent M. Grissom
Weaver, Bennett, & Bland, P.A.
PO Box 2570
Matthews, NC 28106
PIN# 06102338

Excise Tax: \$1,000.00

STATE OF NORTH CAROLINA

SUBSTITUTE TRUSTEE'S DEED

COUNTY OF UNION

THIS SUBSTITUTE TRUSTEE'S DEED, made this July , 2009, by and between Trent M. Grissom, Substitute Trustee in the Deed of Trust hereinafter mentioned ("Grantor"), and First National Bank of Spartanburg, its successors and assigns as their interests may appear, whose address is PO Box 3508, Spartanburg, SC 29304, ("Grantee").

WITNESSETH:

WHEREAS, Gary Wood Construction, Inc. executed and delivered a Deed of Trust dated December 14, 2007 and recorded on December 17, 2007 in Book 4763 at Page 310 of the Union County Public Registry; and,

WHEREAS, the beneficial interest of Said Deed of Trust was originally held by and remains with, or was transferred and assigned to First National Bank of Spartanburg; and,

WHEREAS, default having occurred in the payment of the indebtedness and performance of the covenants under said Deed of Trust and Grantor having been substituted as trustee, as set forth in Substitution of Trustee recorded on April 22, 2009 in Book 5105 at Page 769 of the Union County Public Registry, due demand was made on the Grantor by the owner and holder of the indebtedness secured by said Deed of Trust that it foreclose the said Deed of Trust and sell the property under the terms thereof; and,

WHEREAS, under and by virtue of the power and authority in it vested by said Deed of Trust and according to the terms and the stipulations of the same, and having instituted a special proceeding before the Clerk of Superior Court of Union County, entitled Special Proceedings No. 09-SP-570, and after due advertisement as in said Deed of Trust provided and as by law required, and due and timely notice having been given to the parties of said special proceeding, and a proper hearing having been conducted on May, 28, 2009, whereupon the Clerk of Superior Court of Union County, North Carolina, authorized Grantor to proceed under said Deed of Trust and sell the real property as herein below described, Grantor, on June 18, 2009 at 11:00 AM, did expose the land described in said Deed of Trust, and hereinafter described and conveyed, subject to any and all superior liens, including without limitation, the lien of unpaid taxes and assessments, easements, conditions, restrictions and matters of record, for sale at public auction at the Union County Courthouse step, when and where First National Bank of Spartanburg were the last and highest bidders for said land at the price of \$500,000.00; and,

WHEREAS, Grantor duly reported the land sale to the Clerk of Superior Court of Union County as required by law, and thereafter said sale remained open ten days, and no increased bid has been filed within the time allowed by law; and,

NOW, THEREFORE, in consideration of the premises and of the payment of the said purchase price by the Grantee, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the authority vested in it by the terms of the said Deed of Trust, Grantor does hereby bargain, sell, grant and convey unto Grantee and their successors and assigns, all that certain lot or parcel of land lying and being in the County of Union, State of North Carolina, and being more particularly described as follows:

BEING all of Lot 176 of Skyecroft Subdivision, as same is shown on Map thereof recorded in Plat Cabinet 1 at Pages 254 through 263 in the Union County, NC Public Registry. Property Address: 515 Meadowsweet Lane, Waxhaw, NC 28173.

Being the same property conveyed to Gary Wood Construction, Inc. by Deed recorded in Book 4763, Page 308, Union County Registry.

TO HAVE AND TO HOLD the said land, together with all privileges and appurtenances as thereunto belonging unto the said Grantee, their successors and assigns, forever, in as full and ample manner, as Grantor, Substitute Trustee, is authorized and empowered to convey same.

IN WITNESS WHEREOF, Grantor, Substitute Trustee of the aforesaid Deed of Trust has hereunto set its hand and affixed its seal the day and year first above written.

WEAVER, BENNETT & BLAND, P.A.
By Trent M. Grissom, Substitute Trustee

 (SEAL)
Trent M. Grissom
N.C. Bar No. 36785

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

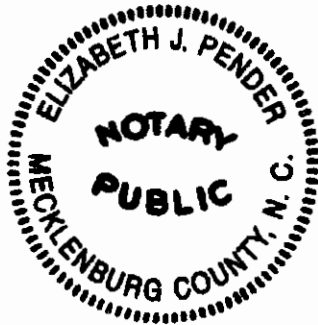
I, Elizabeth J. Pender, a Notary Public of Mecklenburg County and State aforesaid, do hereby certify that Trent M. Grissom, Attorney, with Weaver, Bennett, & Bland, P.A., Substitute Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the Substitute Trustee.

WITNESS my hand and notary stamp or seal this 6th day of July, 2009.

Elizabeth Pender
Notary Public

My Commission Expires: 05/09/2012

(SEAL)



STATE OF NORTH CAROLINA
UNION COUNTY

IN THE GENERAL COURT OF JUSTICE
BEFORE THE CLERK

2009 SEP -8 P 12: 09 SP 570

IN RE:

UNION COUNTY, C.S.C.

Foreclosure of Real Property Under Deed of Trust)
from GARY WOOD CONSTRUCTION, INC.,)
in the original amount of \$1,028,720.00,)
payable to First National Bank of the South dated)
December 14, 2007 and recorded on December 17,)
2007 in Book 04763 at Page 0310, Union County)
Register of Deeds)
Current Owner(s): Gary Wood Construction, Inc.)
Trent M. Grissom, Substitute Trustee)

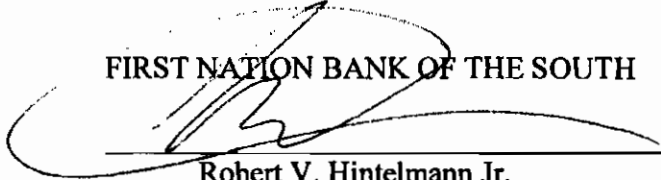
CH

CONSENT TO SET ASIDE SALE
AND TRUSTEE'S DEED

NOW COMES First National Bank of the South (the "Bank"), the Beneficiary under the above referenced Deed of Trust, by and through the undersigned, and does hereby consent to the Setting Aside of the Foreclosure Sale and Trustee's Deed in this matter. Through this consent, the Bank acknowledges that proper notice was not given in a newspaper of general circulation in Union County, North Carolina and that the sale and the deed should be set aside to ensure a proper sale and the conveyance of good title to the underlying property.

This the 19th day of August, 2009.

FIRST NATION BANK OF THE SOUTH

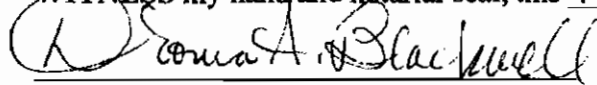


Robert V. Hintelmann Jr.

STATE OF SOUTH CAROLINA
COUNTY OF Spartanburg

I, Dronia A. Blackwell, a Notary Public of the County and State aforesaid, certify that Robert V. Hintelmann Jr. personally came before me this day and acknowledged that he/she is the Vice President of FIRST NATIONAL BANK OF THE SOUTH, and that, by authority duly given and as the act of such entity, he/she executed the foregoing instrument for the purposes therein expressed.

WITNESS my hand and notarial seal, this 19th day of August, 2009.



NOTARY PUBLIC

My Commission Expires: 1-16-11

STATE OF NORTH CAROLINA
UNION COUNTY

IN THE GENERAL COURT OF JUSTICE
BEFORE THE CLERK

2009 SEP -8 P 12: 21 09 SP 570

IN RE:

UNION COUNTY, C.S.C.

Foreclosure of Real Property Under Deed of Trust)
from GARY WOOD CONSTRUCTION, INC.,)
in the original amount of \$1,028,720.00,)
payable to First National Bank of the South dated)
December 14, 2007 and recorded on December 17,)
2007 in Book 04763 at Page 0310, Union County)
Register of Deeds)
Current Owner(s): Gary Wood Construction, Inc.)
Trent M. Grissom, Substitute Trustee)

CLT
**ORDER SETTING ASIDE SALE
AND TRUSTEE'S DEED**

THIS CAUSE, coming on to be heard before the Presiding Superior Court Judge of Union County on the ____ day of _____, 2009 and having examined the evidence and copies of documents, makes the following findings of fact:

- 1) That the Foreclosure Sale held on June 18, 2009 was invalid in that the Notice of Sale was not published in a newspaper of general circulation in Union County pursuant to N.C. Gen. Stat. §45-21.17;
- 2) That the subsequent conveyance by Substitute Trustee's Deed recorded in book 5174 at Page 262 did not convey good title based upon the lack of public Notice of Sale; and,
- 3) That the Foreclosure Sale and the Substitute Trustee's Deed should be set aside.

NOW, THEREFORE, IT IS ORDERED that the Foreclosure Sale held on June 18, 2009 and the subsequent conveyance by Substitute Trustee's Deed be set aside and vacated and that the Substitute Trustee, be, and hereby is authorized to proceed with the foreclosure of the above captioned Deed of Trust, including the publishing and posting of the Notice of Sale and conducting said sale, pursuant to the provisions of Chapter 45 of the General Statutes of North Carolina and the terms and conditions of the above described Deed of Trust.

This the 8th day of September, 2009.



Superior Court Judge Presiding