



ROWAN COUNTY COMMISSION AGENDA
October 4, 2021 - 3:00 PM

Join from a PC, Mac, iPad, iPhone or Android device:
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Call to Order

Invocation

Provided By: Chaplain Michael Taylor

Pledge of Allegiance

Consider Additions to the Agenda

Consider Deletions From the Agenda

Consider Approval of the Agenda

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

- Consider Approval of the Minutes: September 20, 2021

1 Consider Approval of Consent Agenda

- A. Thanksgiving Office Hours
- B. Long Ferry Rd Study Authorization
- C. 2020-21 NC Science Museums Grant Compliance Reporting
- D. Schedule Public Hearing for Nov. 15, 2021 Road Closure Request
- E. Bi-weekly Environmental Health Report - 09/24/21
- F. Request for Temporary School Health Liaison with COVID19 funding 9-

2021

- G. Approval for Task Order 4 and 5 for Hazen and Sawyer
- H. Approval to Purchase 5 Transit Vehicles w/ Raised Roofs
- I. Surplus Vehicle
- J. Irvin Septic Settlement Agreement
- K. Work Authorization with Talbert, Bright and Ellington, Inc. For New Hangar Buildings

- 2 Public Comment Period
- 3 Litter Report
- 4 Budget Amendments
- 5 Consider Approval of Board Appointments
- 6 Adjournment

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ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Carolyn Barger, Clerk to the Board
DATE: September 22, 2021
SUBJECT: Consider Approval of the Minutes: September 20, 2021

ATTACHMENTS:

Description

September 20, 2021 Minutes

Upload Date

9/28/2021

Type

Cover Memo

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



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

Rowan County Board of Commissioners

130 West Innes Street • Salisbury, NC 28144
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MINUTES OF THE MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS

September 20, 2021 – 6:00 PM

J. NEWTON COHEN, SR. ROOM

J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING

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

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

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

Chaplain Michael Taylor provided the Invocation.

The Pledge of Allegiance was led St. Matthews Lutheran Church Boy Scout Troop #33.

CONSIDER ADDITIONS TO THE AGENDA

Chairman Edds added the following items:

- Revised Procurement Policy, added as Consent Agenda item N
- Purchase of five (5) Transit Buses, added as Consent Agenda item O
- Presentation from McGill Associates for Roadway Project for the Dog Adoption Center and Shelter, added to the regular agenda as item #6a

CONSIDER DELETIONS FROM THE AGENDA

There were no deletions from the agenda.

CONSIDER APPROVAL OF THE AGENDA

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

CONSIDER APPROVAL OF THE MINUTES

Commissioner Klusman moved, Commissioner Greene seconded and the vote to approve the minutes of the September 7, 2021 Commission Meeting passed unanimously.

1. CONSIDER APPROVAL OF CONSENT AGENDA

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

The Consent Agenda consisted of the following:

- A. Airport Dress Code
- B. Rowan Transit Dress Code
- C. Innospec Active Chemicals - Amendment with Department of Commerce
- D. Tax Refunds for Approval
- E. Transit 5311 Grant Resolution Designee Certification
- F. RCPH - Grant Funding for Elevate Program
- G. Bi-Weekly Environmental Health Report
- H. ARPA Request and Budget Amendment
- I. Award Contract to KMD Construction, Inc for Liberty Street Ramp
- J. Permission to Release RFP for Cardiac Monitors
- K. Approval of Contract to Tyler Technologies, Inc. for MUNIS Maintenance
- L. Approval of Contract to Piner Appraisal, Inc. for tax Revaluation 2023
- M. Transit Grant FY22 Rural Operating Assistance Program (ROAP)
- N. Revised Procurement Policy (addition to the Consent Agenda and attached to these minutes for the record)
- O. Purchase of five (5) Transit Buses (addition to the Consent Agenda and attached to these minutes for the record)

2. PUBLIC COMMENT PERIOD

Chairman Edds opened the Public Comment Period to entertain comments from any citizens wishing to address the Board. With no one coming forward, Chairman Edds closed the Public Comment Period.

3. PUBLIC HEARING & SUMMARY PRESENTATION – EDC ‘NORTHPOINT AGREEMENT’

Scott Shelton, Vice President of the Rowan Economic Development Commission, presented the proposed incentive agreement request from NorthPoint Development (Company).

The Company recently acquired approximately 41 acres located at 410 Webb Road and planned to build a 675,000 square foot facility (reflects an increase in square feet since agenda packets were published) on site and lease it for distribution and/or manufacturing purposes. The building was being referred to as the I-85 Commerce Center.

As part of its strategy to aggressively pursue tenants, the Company would like to utilize potential incentives from the County to lower lease rates to make the new building a more competitive option for prospective companies.

The incentives would work in the same manner as the County's adopted Investment Grant Program (Policy). The new company would receive a grant based on a percentage of new taxes paid; however, NorthPoint proposed the grant terms run for longer periods of time and at different percentages than the current policy. There would also be a minimum job creation and average wage requirements in order to qualify for the grant.

Mr. Shelton highlighted the current Incentive Policy as compared to the Company's proposal. The Company was asking the Board to consider an agreement for the property at 410 Webb Road that would alter the minimum investment levels and create large minimum job creation requirements for all grant levels. The length of the grant term was also extended for Level 2 (seven total years) and Level 3 grants (nine total years).

<i>Grant Category</i>	<i>Minimum Investment Required</i>	<i>Grant Percentage (1st 5 years)</i>	<i>Grant Percentage (Years 6-7)</i>	<i>Grant Percentage (Years 8-9)</i>
Level 1 Grant	\$20 million	75%	N/A	N/A
Level 2 Grant	\$40 million	80%	50%	N/A
Level 3 Grant	\$60 million	80%	40%	25%

The grant percentage for the first five years of a Level 3 grant also dropped from the current policy's 85% to 80% under the Company's proposal.

The Company also proposes the following minimum job creation requirements to qualify for a grant:

<i>Grant Category</i>	<i>Minimum New FT Jobs</i>
Level 1 Grant	250
Level 2 Grant	500
Level 3 Grant	1,000

Under the terms proposed by the Company, all job creation goals must be met within two (2) years of the final execution of the agreement.

The Company proposed the average wage for these jobs be at least \$16/hour, excluding bonuses or benefits, throughout the term of the agreement. Failure to meet the requirement would give the Board the option to either reduce the incentive amount or terminate the agreement.

Side By Side Comparison

LEVEL 1 GRANT	Minimum Investment	Grant Percentage (1st 5 years)	Grant Percentage (Years 6-7)	Grant Percentage (Years 8-9)	Minimum Jobs
County Policy	\$5 million	75%	N/A	N/A	N/A
NorthPoint	\$20 million	75%	N/A	N/A	250

LEVEL 2 GRANT	Minimum Investment	Grant Percentage (1st 5 years)	Grant Percentage (Years 6-7)	Grant Percentage (Years 8-9)	Minimum Jobs
County Policy	\$50 million	80%	N/A	N/A	N/A
NorthPoint	\$40 million	80%	50%	N/A	500

LEVEL 3 GRANT	Minimum Investment	Grant Percentage (1st 5 years)	Grant Percentage (Years 6-7)	Grant Percentage (Years 8-9)	Minimum Jobs
County Policy	\$100 million	85%	N/A	N/A	N/A
NorthPoint	\$60 million	80%	40%	25%	1,000

Mr. Shelton illustrated the revenue impact of the Company's proposal and both the Level 2 and Level 3 Grants would result in approximately 25% increase in incentives to the Company when compared to the current County policy.

Continuing with the power point, Mr. Shelton felt it important to note the Company would be leasing the building to a tenant who would be the job creator on the property. Certifications from the tenant would be necessary to document the minimum job creation requirements were being met. As a result, the proposed incentive agreement would need to be amended by the Board and NorthPoint to include the tenant when one was found.

The agreement would not be triggered until a specified number of jobs were created at the property.

Mr. Shelton stated the Board was not being asked to incentivize a spec building as the project was for job creation.

Chairman Edds opened the public hearing to receive citizen input regarding the proposed NorthPoint Incentive Agreement. With no one wishing to address the Board, Chairman Edds closed the public hearing.

Commissioner Pierce moved to approve the NorthPoint Incentive Agreement as presented. The motion was seconded by Commissioner Klusman and carried unanimously.

4. QUASI-JUDICIAL HEARING FOR SUP 03-21: KEVIN SETTINERI

Chairman Edds read the Chairman's Speech (Exhibit A) and declared the hearing for SUP 03-21 to be in session. Chairman Edds said the hearing would focus on an application submitted by Kevin Settineri for an expansion of an existing dog boarding kennel operation located at 2230 Old Union Church Road.

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

Assistant Planning Director Shane Stewart presented the Staff Report (Exhibit B), as well as a power point (Exhibit C).

Mr. Stewart provided the background for the request. In 2007, Planning Staff issued a zoning permit to property owner Kevin Settineri for a 4,500 square foot structure at 2230 Old Union Church Road. 3,000 square feet of the structure would be used for dog breeding, while the remaining 1,500 square feet would serve as a residence. Nine (9) years later, Mr. Settineri contacted Staff to discuss potential expansion plans for a new residence and the Loving Pup Resort, which he described as consisting of a boarding kennel and dog day care operation. It was unclear when those features were added to the permitted breeding operation.

At that time, kennel operations were permitted as a rural home occupation subject to an administrative review by Planning Staff and could have been easily permitted if requested in 2016. Amendments to the Zoning Ordinance in 2019 transition approval of new and expanded kennel operations from staff to the Board of Commissioners through a special use permit.

Using the power point (Exhibit C), Mr. Stewart showed the site in question, as well as the surrounding area.

Planning Staff was made aware of two (2) structures under construction without zoning permits in late July of this year and contacted Mr. Settineri to discuss his plans. He indicated the poured slab measuring 2,400 square feet, noted as new storage building #3 on the site plan in the Staff Report (Exhibit B), would be for personal storage not associated with the kennel, while the second structure totaling 780 square feet would be used as an indoor "puppy playground". Staff placed a stop work order at the facility and informed Mr. Settineri any expansion associated with the kennel operation was subject to obtaining a zoning permit, and in this case, preceded by a special use permit, along with applicable Building Code approvals. The plans also included a future 1,600 square foot office and boarding expansion structure along with a future residence, the latter of which was not part of the permit request since it was permitted by right.

Mr. Stewart said Mr. Settineri was requesting a special use permit for the 780 square foot building currently framed and a future 1,400 square foot office / boarding facility. Implied with the structures was a request to recognize the existing boarding taking place in the kennel, which did not receive official zoning approval.

The requested expansion was subject to the specific criteria, along with the six (6) general specific criteria outlined in the Staff Report (Exhibit B).

Mr. Stewart highlighted the evaluation criteria listed in the Staff Report (Exhibit B).

On September 9, 2021, public notice of the hearing was mailed to nine (9) adjoining land owners (within 100' of the subject property) and a sign was posted on the property. Staff received one (1) call; however, the caller was not opposed to the request.

In closing, Mr. Stewart provided the Commissioners with Example Findings of Fact (Exhibit D).

Chairman Edds opened the floor for anyone that had been sworn to provide testimony in the case. The applicant, Kevin Settineri, had been sworn but did not wish to provide additional information. Chairman Edds closed the public hearing.

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

FACT: Project approval is conditioned upon adherence to applicable Building Code compliance as determined by the Rowan County Building Inspections Office.

FACT: After passing a facility compliance inspection on December 2, 2020, the North Carolina Department of Agriculture renewed the boarding kennel license for the Loving Pup Resort through June 30, 2022.

The motion was seconded by Commissioner Pierce and passed unanimously.

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

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

The motion was seconded by Commissioner Pierce and passed unanimously.

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

FACT: Proposed plans comply with the three (3) special use requirements for boarding kennel operations.

FACT: According to the staff report, existing and proposed kennel operations are centrally located on 42 acres of wooded property approximately 300 feet from the nearest adjoining property owner.

FACT: According to the staff report, there are three (3) dwellings within a ¼ mile of the existing and proposed kennel.

FACT: According to the applicant, the kennel operation is completely indoor with the exception of daily walks on leash.

The motion was seconded by Commissioner Pierce and passed unanimously.

Commissioner Klusman moved to approve SUP 03-21 followed by a second from Commissioner Pierce. The motion carried unanimously.

5. PUBLIC HEARING FOR Z 06-21: RUTH FISHER ET AL.

Assistant Planning Director Shane Stewart presented the staff report and a power point for Z 06-21. Mr. Stewart said Ruth Fisher et al. requested the rezoning of an approximate 62-acre portion of a 233-acre tract identified as Tax Parcel 049-003 located at Willow Creek Drive and Jacobs Lambe Lane from 85-ED-2 to Rural Agricultural (RA). The resulting zoning boundary would extend from Willow Creek Drive to the railroad track and surround six (6) existing RA zoned residential lots with five (5) residences of the Lambe family. Mr. Stewart said conversations with one of the owners suggested the family intended to maintain the portion of property south of the railroad for residential use for members of the Lambe family while the approximate 70-acre portion north of the railroad in the county zoning jurisdiction would remain 85ED-2. The other approximately 101 acres of the subject parcel were located west of I-85 in Spencer's Zoning Jurisdiction.

Mr. Stewart reviewed the consistency with the District's purpose and intent. The RA district is developed to provide for a minimum level of land use regulations appropriate for outlying areas of the county. These outlying areas typically consist of rural single-family housing, larger tracts of land used for agricultural purposes, and instances of non-residential uses intermingled. Multifamily uses are discouraged in this district. This district would provide for protection from the most intensive land uses while containing provisions for a variety of home-based business opportunities and other non-residential uses deemed appropriate through a special use permit process. It is the intent of this district to rely upon development standards to protect residences from potential adverse impacts of allowed non-residential uses. The most intensive land uses would not be allowed in this district.

Mr. Stewart discussed the request's conformity with adopted plans. The property in questions was located in Area 2 of the Eastern Area Land Use Plan (LUP).

With regards to compatibility of uses, the RA district was consistent with the six (6) interior lots and the family's interest in future conveyances for residential purposes.

Continuing with the power point, Mr. Stewart reviewed the conditions in the vicinity, and potential impacts on roads, schools, and utilities.

The Zoning Ordinance indicated the primary question before the Commissioners in a rezoning decision was "whether the proposed change advances the public health, safety, or welfare as well as the intent and spirit of the ordinance." Additionally, the Board "shall not regard as controlling any advantages or disadvantages to the individual requesting the change but shall consider the impact of the proposed zoning change on the public at large."

Procedurally, Mr. Stewart stated the Commissioners must develop a Statement of Consistency / Reasonableness describing whether its action was consistent with any adopted comprehensive plans and indicate why their action was reasonable and in the public interest.

On September 9, 2021, letters of the public hearing were mailed to eleven (11) adjacent property owners (within 100' of subject property) and a sign was posted on the property. On September 9 and September 16, 2021, notices of the public hearing were published in the Salisbury Post.

The Planning Board considered the matter on August 23, 2021. No one spoke during the hearing and the Planning Board voted unanimously (8-0) to recommend approval of the request as presented based on the following Statement of Consistency and Reasonableness: "Z 06-21 is consistent with the Land Use Plan and reasonable based on the existing six RA zoned lots within this parcel."

- Jack Fisher said the land under consideration had been in the Lambe family for approximately one hundred (100) years. Mr. Fisher talked about the acreage and said there were five (5) families on property. Mr. Fisher said his mother-in-law had set up plans for the land many years ago; now his wife and the family intended to maintain the portion of property south of the railroad for residential use for members of the Lambe family.

Chairman Edds opened the public hearing to receive citizen input regarding Z 06-21. With no one wishing to address the Board, Chairman Edds closed the public hearing.

Commissioner Klusman moved to adopt the following Statement of Consistency and Reasonableness: "Z 06-21 is consistent with the Land Use Plan and reasonable based on the existing six (6) RA zoned lots within this parcel." The motion was seconded by Commissioner Pierce and carried unanimously.

Commissioner Klusman moved to approve Z 06-21 followed by a second from Commissioner Pierce. The motion passed unanimously.

6. PUBLIC HEARING FOR Z 07-21: CAROLYN WITHERS

Assistant Planning Director Shane Stewart presented the staff report and a power point for Z 07-21. Mr. Stewart stated in response to the 1989 county mobile home Park ordinance, property owner Charles Withers registered his existing five (5) space park known as Withers Park at the 400 block of Goodson Road. Most existing parks and properties containing two (2) or more manufactured homes on the same parcel were zoned Manufactured Home Park (MHP) during the 1998 countywide zoning designation. At the present time, two (2) single-wide mobile homes are abandoned, one (1) double-wide is slated for renovation (according to the owner), and one (1) single-family dwelling are located within the MHP zoned area.

The current property owner, Carolyn Withers, indicate she is not interested in retaining the park and will remove the two (2) abandoned homes.

Ms. Withers was requesting the rezoning of approximately 3.54 acres of her 23 acres identified as Rowan County Parcel ID 334-055 and part of 334-011 located at 1055 Withers Road, Salisbury, from MHP to Commercial, Business, Industrial (CBI).

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

Mr. Stewart discussed the request's conformity with adopted plans. The property in questions was located in Area 2 of the Western Area Land Use Plan (LUP).

According to Mr. Stewart, Staff received one (1) call but the caller was not opposed to the request.

Continuing with the power point, Mr. Stewart reviewed the compatibility of uses, conditions in the vicinity, and potential impacts on roads, schools, and utilities.

The Zoning Ordinance indicated the primary question before the Commissioners in a rezoning decision was "whether the proposed change advances the public health,

safety, or welfare as well as the intent and spirit of the ordinance.” Additionally, the Board “shall not regard as controlling any advantages or disadvantages to the individual requesting the change but shall consider the impact of the proposed zoning change on the public at large.”

Procedurally, Mr. Stewart stated the Commissioners must develop a Statement of Consistency / Reasonableness describing whether its action was consistent with any adopted comprehensive plans and indicate why their action was reasonable and in the public interest.

On September 9, 2021, letters of the public hearing were mailed to six (6) adjacent property owners (within 100’ of subject property) and a sign was posted on the property. On September 9 and September 16, 2021, notices of the public hearing were published in the Salisbury Post.

The Planning Board considered the matter on August 23, 2021. No one spoke during the hearing and the Planning Board voted unanimously (9-0) to recommend approval of the request as presented based on the following Statement of Consistency and Reasonableness: “Z 07-21 is consistent with the Highway Corridor Overlay for Statesville Boulevard and reasonable based on the fact that the property is no longer used as a MHP and the majority of surrounding property is zoned CBI.”

Chairman Edds opened the public hearing to receive citizen input regarding Z 07-21. With no one wishing to address the Board, Chairman Edds closed the public hearing.

Commissioner Caskey moved to adopt the following Statement of Consistency and Reasonableness: “Z 07-21 is consistent with the Highway Corridor Overlay for Statesville Boulevard and reasonable based on the fact that the property is no longer used as a MHP and the majority of surrounding property is zoned CBI.” The motion was seconded by Commissioner Pierce and passed unanimously.

Commissioner Klusman moved to approve Z 02-21. The motion was seconded by Commissioner Greene and passed unanimously.

ADDITION

6a. MCGILL PRESENTATION FOR ROWAN COUNTY ROADWAY PROJECT

Doug Chapman with McGill Associates, participated in the meeting remotely. The material for this agenda item was emailed to the Board just prior to the meeting and are attached to these minutes for the record). Mr. Chapman reported the County and McGill held a public bid for the Rowan Roadway Project (Project) to construct a paved industrial road providing public access to the Rowan County Dog Adoption Center (Center) and Animal Shelter (Shelter) that also included public water and sewer extensions.

The bid opening was held on August 24, 2021 and only one (1) bid was received. At that point the Project was re-advertised and on September 9, 2021 two (2) bids were received as follows:

BIDDERS	BASE BID	ALTERNATE 1	TOTAL BID
NJR GROUP, INC	\$925,000.00	\$800,000.00	\$1,725,000.00
CAROLINA SITEWORKS	\$480,520.00	\$400,000.00	\$880,520.00

Mr. Chapman said the base bid of \$480,520 included building the roadway from Julian Road down to the entrance of the Animal Shelter. Mr. Chapman said the waterline was included to that point and included the sewer line from the existing sewer up to the Dog Adoption Center. The Alternate was to construct the road the rest of the way through to Corporate Center Drive and the waterline through all the way. The overall cost for the roadway, and water and sewer totaled \$880,520.

Mr. Chapman said McGill Associates had worked with Carolina Siteworks successfully in the past and the company was also appropriately licensed. The company would have full performance and payment bonds. McGill would hold retainages as the Project moved along.

Commissioner Pierce asked if the Project would qualify for the infrastructure money in the COVID-19 package. Mr. Church said as he understood the most recent guidance, the money would cover the water/sewer but not the road. Mr. Church said the majority of the Project costs would not be in the cost of the waterline. Mr. Church added that the Project had not been budgeted and that John Deere had agreed to pay approximately \$60,000 towards the road.

With regards to the ability to use COVID-19 funds, Mr. Church said he would need to verify if the bid was put out in compliance with federal guidelines for procurement.

Chairman Edds agreed the Board needed to find out whether the water/sewer was covered through COVID-19 funds. Chairman Edds said the Board could discuss the alternate bid and whether it was something the Board wanted to do.

Commissioner Pierce expressed concern with the additional \$400,000, which was not in the budget. Commissioner Pierce said the Board could always come back and put in the road. Commissioner Pierce mentioned that putting in water/sewer may lure others to locate along the road. Commissioner Pierce said he would like to have all the information before the Board made a decision.

Mr. Church asked Mr. Chapman what portion of the bid would be water infrastructure and Mr. Chapman estimated \$100,000 to \$150,000 of the total bid, or, \$100,000 of the base bid.

Mr. Church said if the Board wanted to award the bid contingent on the procedures having followed the federal guidelines, it could do so. Mr. Church said if it was learned that federal guidelines were not followed, the County could go out to bid again and add in additional regulations.

Mr. Church noted the road was in bad shape and something had to be done.

In response to an inquiry from Commissioner Caskey, Mr. Church confirmed at one time the Board had considered putting a recycling center on the road and that the Board could have used solid waste funds for Alternate #1 (the road). Mr. Church said at this time, Staff had not been directed to move forward with the new recycling center.

The Board continued to discuss the project.

Commissioner Pierce moved to direct the County Manager to sign the contract with Carolina Siteworks in the amount of \$480,520 and to authorize a budget amendment back to the General Fund for \$480,520. The motion was seconded by Commissioner Greene and passed unanimously.

7. AUTUMN JUBILEE VOLUNTEER OPPORTUNITY FOR ROWAN COUNTY EMPLOYEES

County Manager Aaron Church reported that the Autumn Jubilee remained scheduled at this time. As a result of the COVID-19 Pandemic, Attachment A in the agenda packet provided protocols that had been reviewed with Parks and Recreation and the Health Department. Mr. Church said Staff worked hard to make these changes based solely on fact that COVID-19 still remains a serious illness. Mr. Church said the decision was not made lightly; however, he pointed out the event would be held outside and there were currently no State regulations for events be cancelled. Mr. Church noted the State Fair in Raleigh was still moving forward, as were sporting events, etc. Mr. Church said not all things that normally take place during Autumn Jubilee would occur this year for safety reasons.

Kelly Natoli, Assistant County Manager/Human Resources Director, discussed the efforts that had been taken to ensure vendors would be spread out for the event and that hand sanitizing stations and protocols were in place to help keep everyone safe. Ms. Natoli also discussed the plan for workers for the event.

The Board was asked to consider the following "Volunteer Opportunity for Rowan County Employees."

1. Rowan County employees are not required to work at the Autumn Jubilee on Saturday October 2nd or Sunday October 3rd. They may be required to work on Friday October 1st to prepare/set-up for the event.

2. On Saturday and Sunday, approximately 100 Rowan County employees will be allowed to volunteer each day to run the event, depending upon the need.
3. Volunteers must commit to be present for a full-day assignment on Saturday and/or a full-day assignment on Sunday. Assignments will likely be ten (10) hours per day.
4. No employee may take leave from their regular position with the County to volunteer for the event. They must be available to volunteer.
5. The volunteer rate will be a flat \$60 per hour for all volunteers.
6. The sign-up process will be on-line. During the sign-up process, volunteers will be asked to sign the attached safety protocols and a release of liability.
7. The Human Resources Director shall have full discretion on determining who is selected to volunteer. Volunteers will be chosen in part on the first 100 employees to sign up, however employees of the Parks, and Animal Services staff assigned to the Nature Center Division at Dan Nicholas Park will be given first consideration. In addition, a certain number of Deputy spots will be available for each day. No current employee is entitled to a volunteer slot, regardless of their current position with the County.

Mr. Church said the COVID-19 funds would pay for the workers. Mr. Church expressed hope the County would have enough workers for both days of the event.

Facilities and Parks Director Don Bringle said staff had expressed concerns with working at the festival because of the Pandemic. Mr. Bringle said Mr. Church and Ms. Natoli had listened to their concerns and staff had worked to develop the plan for a modified festival. Mr. Bringle highlighted some of the activities that would be cut this year. Mr. Bringle said there were approximately 130 vendors signed up and the plans had those vendors spaced 10' apart.

Mr. Bringle discussed staffing for the event and said with the Board's support, staff would make Autumn Jubilee happen.

Discussion ensued regarding the volunteers who would receive the \$60/hour for working the event. Mr. Bringle noted there were people who worked the event the County did not pay, such as the Rescue Squad. Mr. Bringle also talked about the law enforcement who routinely covered the event.

Allen Cress, Chief of Emergency Services, said the Rescue Squad had people who signed up to work those events and were compensated by the Rescue Squad at some point most of the time. Mr. Cress stated some of those workers may or may not be County employees.

Chairman Edds felt everyone should be treated the same.

Mr. Church said he had the authority to enter into individual agreements with contractors such as the Rescue Squad but he did not have the authority to set pay scales for employees because of pay plans and North Carolina General Statutes.

Chairman Edds moved to “approve the Autumn Jubilee Volunteer Policy for county employees and give the County Manager authority to deal specifically with those discussed tonight that may just fall right outside of that” and to authorize use of \$120,000 from ARP money. The motion was seconded by Commissioner Pierce and passed unanimously.

8. UPDATE ON PLANNING, PERMITTING AND INSPECTIONS MATRIX ASSESSEMENT IMPLEMENTATION

Randy Cress, Assistant County Manager/Chief Information Officer, provided a power point as he gave an update on the Matrix Assessment implementation on tasks/items found for improvement in the Matrix Consulting Assessment for Planning, Building Inspections, Environmental Health and the Fire Division.

Mr. Cress recapped the scope of the project, which was to:

- Evaluate the development review and permitting functions in Building Inspections, Planning and Development, Environmental Health, and Fire Inspections.
- Analyze current processes and staffing needs
- Assess technology needs related to development review.

Mr. Cress highlighted the staffing and technology tasks for each of the departments. Mr. Cress updated the Board as to the online portal for development and permitting and said he felt Rowan would likely be the best in the State once the system was fully implemented across the departments.

With regards to working with the contractors, Mr. Cress shared that staff would have the ability to keep a credit card number on file for recurring charges such as inspections, etc. Using the power point, Mr. Cress shared the information contractors would have access to and that could be requested online.

Commissioner Greene said for years bonds had been issued for small contractors. Commissioner Greene inquired as to whether the bond could be done away with if contractor has a credit card on file. Mr. Cress expressed appreciation for the question and said he would review the matter and find out what was allowed by statute.

According to Mr. Cress, staff was using a testing site to learn about all the features available in the software.

Lastly, Mr. Cress outlined the next expectations as follows:

- Software upgrade for test site in November 2021

- New site for Building Inspections and Planning in December 2021
- Onboarding of Fire Inspections starting in January 2021
- Onboarding of Environmental Health Inspections coincide with Fire

Chairman Edds described the process underway as very technical and difficult work. Chairman Edds praised Mr. Cress and expressed appreciation for all he does.

9. FINANCIAL REPORTS

Finance Director James Howden presented several financial graphs depicting the following information:

- Annual Cumulative Sales Tax Comparisons as of June in FY '21 - \$31,779,433
- Annual Cumulative Expenditure Comparisons as of August 2021 - \$23,255,441
- Annual Cumulative Revenue Comparisons as of August - \$47,155,330
- Annual Cumulative Current Year Property Tax Comparisons as of July – \$41,557,091

10. BUDGET AMENDMENTS

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

- Airport – Transfer of funds from Fund Balance to pay for a consultant to provide an Airport Assessment, Primary Management and Compliance Document, Airport Advisory Board Bylaws, Aeronautical Rent Study and Aeronautical Fee Study. \$114,250
- Finance – Recognize reserved funds from FY 2021 for Register of Deeds. These funds represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year. \$72,847
- Finance – Appropriate fund balance and expenditures for the grant administrator, Withers Ravenel, for CDBG 18-E-3052. \$12,420
- Finance - Appropriate fund balance and expenditures for the DNP Concession Project. \$30,000
- Finance – Recognize reserved funds from FY 2021 for Animal Services Grants and donations. Reserved funds represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year. \$45,587

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

11. ADJOURNMENT

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 7:59 p.m. The motion was seconded by Commissioner Greene and passed unanimously.

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC
Clerk to the Board

DRAFT

Rowan County Purchasing Department

130 West Innes Street, Salisbury, NC 28144
Phone (704) 216-8100 FAX (704) 216-8166

To: Rowan County Board of Commissioners
Aaron, Church, County Manager

From: Anna Bumgarner, Director of Purchasing/Contract Administration

Re: Approval to Purchase Five (5) Transit Vehicles

Date: September 15, 2021

The Board approved State grant funding for the purchase of Light Transit Vehicles at the August 16, 2021 meeting. The State has now fully executed this agreement. Rowan County wishes to purchase these vehicles in accordance with G.S. 143-129(e)(9), that states the County is exempt from bidding requirements if the County purchases equipment from a State contract established by the Division of Purchase and Contract, if the contractor is willing to extend to the County the same or more favorable prices, terms and conditions as established in the state contract. Creative Bus Sales is willing to sale five (5) – 20' Light Transit Vehicles with lifts to Rowan County Transit Department from the established prices for a cost of \$295,847.80.

Attached is the executed agreement with NCDOT, the pricing sheet from the Creative Bus Sales. The purchase of the vehicles is within the approved fiscal year 2022 budget.

Recommendation: The Transit and Purchasing Departments recommend approval to purchase five 20' Light Transit Buses with lifts from Creative Bus Sales for the cost not to exceed \$295,847.80.



Integrated Mobility Division TRANSMITTAL FORM

JWhite in Chief's SS
approval date

Approved more than
7 days ago?

CU Number

Included in Cash Spend
Plan?

Date:

From:

DocuSigned by:

Myra Freeman

Signature
DocuSigned by:
Myra Freeman

Date

Ryan Brumfield

Signature
DocuSigned by:
Ryan Brumfield

Date

WBS#:

County:

Item:

Project Description:

For Signature From:

DocuSigned by:

Julie White

Signature
DocuSigned by:
Julie White

Date

Parties to the Agreement:

Estimated Cost to NCDOT:

Funding:

Funding:

BOT Approval Date and Amount:

Award Letter Date(s):

Previous BOT Approval Dates and Amounts (if applicable):

Additional information (screenshot of previous BOT date(s)):

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

and

ROWAN COUNTY

PUBLIC TRANSPORTATION GRANT AGREEMENT FOR

BUS AND BUS FACILITY GRANT PROGRAM

Federal Award Identification

Agreement Number:

NCDOT Project Number: **21-39-037**

Approved Indirect Cost Rate: **NA**

FAIN Number(s):

CFDA Number: **20.526**

DUNS Number: **074494014**

Total Amount of Award: **\$658,000**

.....
Federal Funded Programs:

- | | |
|-------------------------------------|--|
| ☐ | 5303 Metropolitan Planning Grant |
| ☐ | 5307 Urbanized Area Formula Grant |
| ☐ | 5310 Elderly and Disabled Formula Grant |
| ☐ | 5311 Community Transportation Rural Formula Grant |
| ☐ | 5311 Appalachian Development Transit Assistance Program Grant |
| ☐ | 5311f Intercity Bus Grant |
| ☐ | 5316 Job Access Reverse Commute Grant |
| ☐ | 5317 New Freedom Grant |
| ☒ | 5339 Bus and Bus Facility Grant |

THIS AGREEMENT made this the 27th day of August, 2021,
(hereinafter referred to as AGREEMENT) by and between the NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department", an
agency of the State of North Carolina) and **ROWAN COUNTY**, (acting in its capacity as
the grant recipient hereinafter referred to as the "Subrecipient" and together with
Department as "Parties").

1. Purpose of Agreement

The purpose of this Agreement is to provide for the undertaking of nonurbanized and small urban public transportation services as described in the project application (hereinafter referred to as "Project") and to state the terms and conditions as to the manner in which the Project will be undertaken and completed. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

2. Availability of Funds

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

3. Period of Performance

This Agreement shall commence upon the date of execution with a period of performance for all expenditures that extends from **July 1, 2021 to June 30, 2022**. Any requests to change the Period of Performance must be made in accordance with the policies and procedures established by the Department or FTA. The Subrecipient shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

4. Project Implementation

- a. **Scope of Project.** Rowan County will purchase (5) 20ft LTVs with lifts and (5) Raised roof vans with lifts.
- b. The Subrecipient shall undertake and complete the project in accordance with the procedures, terms, and conditions herein and as included in the related grant application for financial assistance, the terms of which are incorporated by reference.

- c. Amendment. Any amendment to this Agreement shall be done in writing and in accordance with established policies and procedures and only by mutual consent of the Parties.

5. Cost of Project/Project Budget

The total cost of the Project approved by the Department is **SIX HUNDRED FIFTY-EIGHT THOUSAND DOLLARS (\$658,000)** as set forth in the Project Description and Budget, incorporated into this Agreement as **Attachment A**. The Department shall provide, from Federal and State funds, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible Administrative, Operating, and Capital expenses. The Subrecipient hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the Department's maximum (Federal plus State shares) contribution. The net cost is the price paid minus any refunds, rebates, or other items of value received by the Subrecipient which have the effect of reducing the actual cost.

Capital WBS	Capital Total	Capital Federal (80%)	Capital State (10%)	Capital Local (10%)
44637.21.2.3	\$658,000	526,400	\$65,800	\$65,800
Agreement #				
Project Total	Project Total	Project Total Federal	Project Total State	Project Total Local
	\$658,000	\$526,400	\$65,800	\$65,800

6. Project Expenditures, Payments, and Reimbursement

- a. General. The Department, utilizing available state and federal funds, shall reimburse the Subrecipient for allowable costs for work performed under the terms of this Agreement.
- b. Reimbursement Procedures. The Subrecipient shall submit for reimbursement all eligible costs incurred within the agreement Period of Performance.
- Claims for reimbursement shall be made no more than monthly or less than quarterly, using the State's grant system, Enterprise Business Services (EBS) Partner Application.
 - All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period. Any Subrecipient that fails to submit a request for reimbursement for the first two quarters of agreement fiscal year by January 31 or the last two quarters by July 31 will forfeit its ability to receive reimbursement for those periods.

- iii. All payments issued by the Department will be on a reimbursable basis unless the Subrecipient requests and the Department approves an advance payment.
- iv. Supporting documentation for proof of payment may be requested.
- c. Subrecipient Funds. Prior to reimbursement, the Subrecipient shall provide the Department with proof that the Subrecipient has met its proportionate share of project costs from sources other than FTA or the Department. Any costs for work not eligible for Federal and State participation shall be financed one hundred percent (100%) by the Subrecipient.
- d. Operating Expenditures. In order to assist in financing the operating costs of the project, the Department shall reimburse the Subrecipient for the lesser of the following when providing operating assistance:
 - i. The balance of unrecovered operating expenditures after deducting all farebox revenue, or
 - ii. The percentage specified in the Approved Project Budget of the allowable total operating expenditures which shall be determined by available funding.
- e. Travel Expenditures. The Subrecipient shall limit reimbursement for meals, lodging and travel to rates established by the State of North Carolina Travel Policy. Costs incurred by the Subrecipient in excess of these rates shall be borne by the Subrecipient.
- f. Allowable Costs. Expenditures made by the Subrecipient shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. They must be:
 - i. Consistent with the Project Description, plans, specifications, and Project Budget and all other provisions of this Agreement
 - ii. Necessary in order to accomplish the Project
 - iii. Reasonable in amount for the goods or services purchased
 - iv. Actual net costs to the Subrecipient, i.e., the price paid minus any refunds (eg, refundable sales and use taxes pursuant to NCGS 105-164.14), rebates, or other items of value received by the Subrecipient that have the effect of reducing the cost actually incurred

- v. Incurred (and be for work performed) within the period of performance and period covered of this Agreement unless specific authorization from the Department to the contrary is received
 - vi. Satisfactorily documented
 - vii. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department
- g. Excluded Costs. The Subrecipient understands and agrees that, except to the extent the Department determines otherwise in writing, the Department will exclude:
 - i. Any Project cost incurred by the Subrecipient before the period of performance of the agreement,
 - ii. Any cost that is not included in the latest Approved Project Budget,
 - iii. Any cost for Project property or services received in connection with a third-party contract, sub-agreement, lease, or other arrangement that is required to be, but has not been, concurred in or approved in writing by the Department, and
 - iv. Any cost ineligible for FTA participation as provided by applicable Federal or State laws, regulations, or directives.
- h. Final Allowability Determination. The subrecipient understands and agrees that payment to the subrecipient on any Project cost does not constitute the Federal or State Government's final decision about whether that cost is allowable and eligible for payment and does not constitute a waiver of any violation by the subrecipient of the terms of this Agreement. The subrecipient acknowledges that the Federal or State Government will not make a final determination about the allowability and eligibility of any cost until an audit of the Project has been completed. If the Federal or State Government determines that the subrecipient is not entitled to receive any portion of the Federal or State assistance the subrecipient has requested or provided, the Department will notify the Subrecipient in writing, stating its reasons. The Subrecipient agrees that Project closeout will not alter the Subrecipient's responsibility to return any funds due the Federal or State Government as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the Federal or State Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal or State law or regulation, the Federal or State Government may recover any Federal or State assistance funds made available for the Project as necessary to satisfy any outstanding monetary claims that the Federal or State Government may have against the Subrecipient.

- i. Federal or State Claims, Excess Payments, Disallowed Costs, Including Interest.
 - i. Subrecipient's Responsibility to Pay. Upon notification to the Subrecipient that specific amounts are owed to the Federal or State Government, whether for excess payments of Federal or State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Department promptly the amounts owed, including applicable interest and any penalties and administrative charges within 60 days of notification.
 - ii. Interest Paid to the Department. The Subrecipient agrees to remit to the Department interest owed as determined in accordance with NCGS § 147-86.23.
 - iii. Interest and Fees Paid on Federal Funds. For amounts owed by the Subrecipient to the Federal Government, whether for excess payments of Federal assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Federal Government promptly the amounts owed, including applicable interest, penalties and administrative charges as established by the Federal Transit Authority Master Agreement with NCDOT.
- j. De-obligation of Funds. The Subrecipient agrees that the Department may de-obligate unexpended Federal and State funds for grants that are inactive for six months or more.
- k. Project Closeout. Project closeout occurs when the Department issues the final project payment or acknowledges that the Subrecipient has remitted the proper refund. The Subrecipient agrees that Project closeout by the Department does not invalidate any continuing requirements imposed by this Agreement.

7. Accounting Records

- a. Establishment and Maintenance of Accounting Records. The Subrecipient shall establish and maintain separate accounts for the public transportation program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with most current approved Project Budget and shall be reported to the Department in accordance with NCDOT Uniform Public Transportation Accounting System (UPTAS) guide.
- b. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the Subrecipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.

8. Reporting, Record Retention, and Access

- a. Progress Reports. The Subrecipient shall advise the Department, through EBS, regarding the progress of the Project at a minimum quarterly, and at such time and in such a manner as the Department may require. Such reporting and documentation may include, but not be limited to: operating statistics, equipment usage, meetings, progress reports, and monthly performance reports. The Subrecipient shall collect and submit to the Department such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the Department. Reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the Department. Progress reports throughout the useful life of the project equipment shall be used, in part, to document utilization of the project equipment. Failure to fully utilize the project equipment in the manner directed by the Department shall constitute a breach of contract, and after written notification by the Department, may result in termination of the Agreement or any such remedy as the Department deems appropriate.
- b. Failure to comply with grant reporting and compliance guidelines set forth in the NCDOT PTD State Management Plan could result in financial penalties up to and including loss of current and future grant funding.
- c. Record Retention. The Subrecipient and its third party subrecipients shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Subrecipient, or until all audit exceptions have been resolved, whichever is longer.
- d. Project Closeout. The Subrecipient agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.
- e. State Auditor Oversight. The Subrecipient agrees to audit oversight by the Office of the State Auditor, to provide the Office of the State Auditor with access to accounting records, and to make available any audit work papers in the possession of any auditor of the Subrecipient.
- f. Financial Reporting and Audit Requirements. In accordance with 09 NCAC 03M.0205, all reports shall be filed with the Department in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audit Reports must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.
- g. Parts Inventory. Financial audits must address parts inventory management.

- h. Third Party Loans. Within 30 days of receipt, the Subrecipient shall disclose to the Department any loans received from a local government entity or other entity not party to this agreement.
- i. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with Title 2 CFR 200, Subpart F "Audit Requirements" are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in Title 2 CFR 200, Subpart E "Cost Principles." The cost of any audit not conducted in accordance with Title 2 CFR 200 and NCGS§ 159-34 is unallowable and shall not be charged to State or Federal grants.

9. Compliance with Laws and Regulations

- a. No terms herein shall be construed in a manner that conflicts with the rules and regulations of the Department or with state or federal law.
- b. The Subrecipient agrees to comply with all applicable state and federal laws and regulations, including titles 09 NCAC 3M and 19A NCAC 5B, as amended.

10. Conflicts of Interest Policy

The subrecipient agrees to file with the Department a copy of the subrecipient's policy addressing conflicts of interest that may arise involving the subrecipient's management employees and the members of its board of directors or other governing body. The subrecipient's policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the subrecipient's employees or members of its board or other governing body, from the subrecipient's disbursing of State funds, and shall include actions to be taken by the subrecipient or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The conflicts of interest policy shall be filed with the Department prior to the Department disbursing funds to the subrecipient.

Prohibition on Bonus or Commission Payments

The Subrecipient affirms that it has not paid and will not pay any bonus or commission to any party to obtain approval of its Federal or State assistance application for the Project.

11. Tax Compliance Certification

The Subrecipient shall complete and submit to the Department a sworn written statement pursuant to NCGS 143C-6-23(c), stating that the Subrecipient does not have any overdue tax debts, as defined by GS 105-243.1, at the Federal, State, or local level. The Subrecipient acknowledges that the written statement must be submitted to the Department prior to execution of this Agreement and disbursement of funds. The certification will be incorporated into this Agreement as Attachment B.

12. Assignment

- a. Unless otherwise authorized in writing by the Department, the Subrecipient shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Department.
- b. The Subrecipient agrees to incorporate the terms of this agreement and any applicable State or Federal requirements into written third-party contracts, sub-agreements, and leases, and to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance, except to the extent the Department determines otherwise in writing.

13. Hold Harmless.

Except as prohibited or otherwise limited by law, the Subrecipient agrees to indemnify, save, and hold harmless the Department, the State of North Carolina and the United States of America and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Subrecipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project.

14. Real Property, Equipment, and Supplies.

Federal or State Interest. The Subrecipient understands and agrees that the Federal or State Government retains an interest in any real property, equipment, and supplies financed with Federal or State assistance (Project property) until, and to the extent, that the Federal or State Government relinquishes its Federal or State interest in that Project property. With respect to any Project property financed with Federal or State assistance under this Agreement, the Subrecipient agrees to comply with the following provisions, except to the extent FTA or the Department determines otherwise in writing:

- a. Use of Project Property. The Subrecipient agrees to maintain continuing control of the use of Project property. The Subrecipient agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period and used to support public transportation activities) for the duration of the useful life of that property, as required by FTA or the Department. Should the Subrecipient unreasonably delay or fail to use Project property during the useful life of that property, the Subrecipient agrees that it may be required to return the entire amount of the Federal and State assistance expended on that property. The Subrecipient further agrees to notify the Department immediately when any Project

property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Subrecipient has made in its Application or in the Project Description for this Agreement for the Project. In turn, the Department shall be responsible for notifying FTA.

- b. Maintenance and Inspection of Vehicles. The Subrecipient shall maintain vehicles at a high level of cleanliness, safety, and mechanical soundness in accordance with the minimum maintenance requirements recommended by the manufacturer and comply with the Department's State Management Plan ("SMP"). The Subrecipient shall register all vehicle maintenance activities into the Department's Asset Management System (AssetWorks) or an electronic version of same. The Department shall conduct frequent inspections to confirm proper maintenance pursuant to this subsection and the SMP. The Subrecipient shall collect and submit to the Department at such time and in such manner as it may require information for the purpose of the Department's Asset Management System (AssetWorks) and the Transit Asset Maintenance ("TAM") Plan.
- c. Maintenance and Inspection of Facilities and Equipment. The Subrecipient shall maintain any Project facility, including any and all equipment installed into or added on to the facility as part of the Project, in good operating order and at a high level of cleanliness, safety and mechanical soundness in accordance with good facility maintenance and upkeep practices and in accordance with the minimum maintenance requirements recommended by the manufacturer for all equipment installed in or added to the facility as part of the Project. Such maintenance shall be in compliance with applicable Federal and state regulations or directives that may be issued, except to the extent that the Department determines otherwise in writing. The Subrecipient shall document its maintenance program in a written plan. The Department shall conduct inspections as it deems necessary to confirm proper maintenance on the part of the Subrecipient pursuant to this subsection and SMP. Such inspections may or may not be scheduled ahead of time but will be conducted such that they shall not significantly interfere with the ongoing and necessary functions for which the Project was designed. The Subrecipient shall make every effort to accommodate such inspections by the Department in accordance with the Department's desired schedule for such inspections.
- d. The Subrecipient shall collect and submit to the Department at such time and in such manner as the Department may require information for the purpose of updating the TAM Plan Inventory and any and all other reports the Department deems necessary. The Subrecipient shall also maintain and make available to the Department upon its demand all documents, policies, procedures, purchase orders, bills of sale, internal work orders and similar items that demonstrate the Subrecipient's maintenance of the facility in good operating order and at a high level of cleanliness, safety and mechanical soundness.
- e. Incidental Use. The Subrecipient agrees that any incidental use of Project property will not exceed that permitted under applicable laws, regulations, and directives.

- f. Title to Vehicles. The Certificate of Title to all vehicles purchased under the Approved Budget for this Project shall be in the name of the Subrecipient. The Department's Public Transportation Division shall be recorded on the Certificate of Title as first lien-holder. In the event of project termination or breach of contract provisions, the Subrecipient shall, upon written notification by the Department, surrender Project equipment and/or transfer the Certificate(s) of Title for Project equipment to the Department or the Department's designee within 30 days of request.
- g. Encumbrance of Project Property. The Subrecipient agrees to maintain satisfactory continuing control of Project property as follows:
- (1) Written Transactions. The Subrecipient agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal and State interest in that Project property.
 - (2) Oral Transactions. The Subrecipient agrees that it will not obligate itself in any manner to any third party with respect to Project property.
 - (3) Other Actions. The Subrecipient agrees that it will not take any action adversely affecting the Federal and State interest in or impair the Subrecipient's continuing control of the use of Project property.
- h. Alternative Use, Transfer, and Disposition of Project Property. The Subrecipient understands and agrees any alternative uses, transfers, or disposition of project property must be approved by the Department and done in accordance with Departmental procedures.
- i. Insurance Proceeds. If the Subrecipient receives insurance proceeds as a result of damage or destruction to the Project property, the Subrecipient agrees to:
- (1) Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or
 - (2) Return to the Department an amount equal to the remaining Federal and State interest in the damaged or destroyed Project property.
- j. Misused or Damaged Project Property. If any damage to Project property results from abuse or misuse occurring with the Subrecipient's knowledge and consent, the Subrecipient agrees to restore the Project property to its original condition or refund the value of the Federal and State interest in that property, as the Department may require.

- k. Responsibilities after Project Closeout. The Subrecipient agrees that Project closeout by the Department will not change the Subrecipient's Project property management responsibilities, and as may be set forth in subsequent Federal and State laws, regulations, and directives, except to the extent the Department determines otherwise in writing.

15. Insurance

The Subrecipient shall be responsible for protecting the state and/or federal financial interest in the facility construction/renovation and equipment purchased under this Agreement throughout the useful life. The Subrecipient shall provide, as frequently and in such manner as the Department may require, written documentation that the facility and equipment are insured against loss in an amount equal to or greater than the state and/or federal share of the real value of the facility or equipment. Failure of the Subrecipient to provide adequate insurance shall be considered a breach of contract and, after notification may result in termination of this Agreement. In addition, other insurance requirements may apply. The Subrecipient agrees to comply with the insurance requirements normally imposed by North Carolina State and local laws, regulations, and ordinances, except to the extent that the Department determines otherwise in writing.

16. Termination

- a. Either party may terminate the Agreement by providing 60 days written notice to the other party, or as otherwise permitted by law.
- b. Should the Subrecipient terminate the Agreement without the concurrence of the Department, the Subrecipient shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the work.

17. Additional Repayment Requirements and Remedies

- a. The repayment requirements and remedies addressed in this Paragraph are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay unspent funds. No remedy conferred or reserved by or to the Department is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- b. If there is a breach of any of the requirements, covenants or agreements in this Agreement (including, without limitation, any reporting requirements), or if there are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof),

the Subrecipient agrees that the Department may require repayment from the Subrecipient of an amount of funds to be determined in the Department's sole discretion but not to exceed the amount of funds the Subrecipient has already received under this Agreement.

18. Civil Rights and Equal Opportunity

Under this Agreement, the Subrecipient shall at all times comply with the requirements included as part of this agreement in the Federal Terms and Conditions.

19. Choice of Law and Venue

This agreement is to be interpreted according to the laws of the State of North Carolina. The Parties hereby agree that the proper venue for any claims filed as a result of this Agreement shall be the Superior Court of Wake County, North Carolina.

20. Severability

If any provision of the FTA Master Agreement or this Agreement for the Project is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable Federal or State laws or regulations.

21. Incorporated Terms and Conditions

In addition to the Terms and Conditions contained in this agreement and the terms and conditions included in the grant application, which are hereby incorporated by reference, additional terms and conditions incorporated by reference into this agreement are checked below.



Federal Terms and Conditions, Attached

22. Federal Terms and Conditions

State Management Plan. The State Management Plan for Federal and State Transportation Programs and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the Department. Nothing shall be construed under the terms of this Agreement by the Department or the Subrecipient that shall cause any conflict with Department, State, or Federal statutes, rules, or regulations.

Allowable Costs. Eligible costs are those costs attributable to and allowed under the FTA program and the provisions of 2 CFR Parts 200 and 1201, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

No Federal Government Obligations to Third Parties. The Subrecipient acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Subrecipient or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

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

Program Fraud and False or Fraudulent Statements or Related Acts. The Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to its actions pertaining to this project. Upon execution of the underlying Agreement, the Subrecipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Subrecipient to the extent the Federal Government deems appropriate.

The Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC chapter 53, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5323(l) on the Subrecipient, to the extent the Federal Government deems appropriate.

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

Access to Records and Reports.

a. Record Retention. The Subrecipient will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

c. Access to Records. The Subrecipient agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this Agreement as reasonably may be required.

d. Access to the Sites of Performance. The Subrecipient agrees to permit FTA and its contractors access to the sites of performance under this Agreement as reasonably may be required.

Federal Changes. The Subrecipient agrees to comply with all applicable federal requirements and federal guidance. All the standards or limits included in this agreement are minimum requirements. The federal requirements and guidance that applied at the time of the award this Agreement may be modified from time to time, and the modifications will apply to the Subrecipient.

Civil Rights and Equal Opportunity. Under this Agreement, the Subrecipient shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 USC § 5332, the Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Subrecipient agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e et seq., and Federal transit laws at 49 USC § 5332, the Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC § 2000e note. The Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such

action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 USC §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR part 1625, the Age Discrimination Act of 1975, as amended, 42 USC § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR part 90, and Federal transit law at 49 USC § 5332, the Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, the Americans with Disabilities Act of 1990, as amended, 42 USC § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 USC § 4151 et seq., and Federal transit law at 49 USC § 5332, the Subrecipient agrees that it will not discriminate against individuals on the basis of disability. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

Disadvantaged Business Enterprises. It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Federal Funds. The Subrecipient is also encouraged to give every opportunity to allow DBE participation in Supplemental Agreements. The Subrecipient, subconsultant, and subcontractor shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Subrecipient shall comply with applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Subrecipient to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the Department deems necessary.

When payments are made to Disadvantaged Business Enterprise (DBE) Subrecipients, including material suppliers, Subrecipients at all levels (Subrecipient, Subconsultant or Subrecipient) shall provide the Contract Administrator with an accounting of said payments. The accounting shall be listed on the Department's Subrecipient Payment Information Form (Form DBE-IS). In the event the Subrecipient has no DBE participation, the Subrecipient shall indicate this on the Form DBE-IS by entering the word 'None' or the number 'zero' and the form shall be signed. Form DBE-IS may be accessed on the website at: <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

A responsible fiscal officer of the payee Subrecipient, subconsultant or Subrecipient who can attest to the date and amounts of the payments shall certify that the accounting is

correct. A copy of an acceptable report may be obtained from the Department of Transportation. This information shall be submitted as part of the requests for payments made to the Department.

Prompt payment provisions. When a subcontractor has performed in accordance with the provisions of his contract, the contractor shall pay to his subcontractor and each subcontractor shall pay to his subcontractor, within seven days of receipt by the contractor or subcontractor of each periodic or final payment, the full amount received for such subcontractor's work and materials based on work completed or service provided under the subcontract NCGS §22C-1.

Incorporation of FTA Terms. Provisions of this Agreement include, in part, certain standard terms and conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1, as amended, are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any Department request, which would cause the Department to be in violation of FTA terms and conditions, as referenced in the current FTA Master Agreement shall prevail and be the instrument governing the receipt of Federal assistance from the Federal Transit Administration.

Energy Conservation. The Subrecipient agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Subrecipient shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 CFR part 180. As such, the Subrecipient shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded Agreement and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting this Agreement, Subrecipient certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined by the Department that the Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the Department, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Subrecipient agrees to comply with the requirements of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 1200, throughout the period of this Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount.

Lobbying Restrictions. The Subrecipient agrees that neither it nor any third-party participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve this agreement, including any extension or modification, according to the following:

(1) Laws, Regulations, Requirements, and Guidance. This includes:

(a) The Byrd Anti-Lobbying Amendment, 31 USC § 1352, as amended,

(b) U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR part 20, to the extent consistent with 31 USC § 1352, as amended, and

(c) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and

(2) Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the subrecipient's proper official channels.

The Subrecipient agrees to submit a signed and dated Certification on Lobbying that appears in the attachment.

Clean Air Act and Federal Water Pollution Control Act. The Subrecipient agrees:

1) It will not use any violating facilities;

2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"

3) It will report violations of use of prohibited facilities to FTA; and

4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 USC §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 USC §§ 1251-1387).

Public Transportation Employee Protective Arrangements. The Subrecipient agrees to comply with the following employee protective arrangements of 49 USC § 5333(b):

1. Sections 5307 and 5339. Under this Agreement or any Amendments thereto that involve public transportation operations that are supported with 49 USC § 5307 or 49 USC § 5339 federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. Section 5311. When the Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 USC § 5311, U.S. DOL will provide a Special Warranty for its Award. The U.S. DOL Special Warranty is a condition of the Agreement.
3. Section 5310. The conditions of 49 USC § 5333(b) do not apply to Subrecipients providing public transportation operations pursuant to 49 USC § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 USC § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

Charter Service. The Subrecipient agrees to comply with 49 USC 5323(d), 5323(r), and 49 CFR part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 USC § 5323(d);
2. FTA regulations, "Charter Service," 49 CFR part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The Subrecipient agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply. The Subrecipient should also include the substance of this clause in each subcontract that may involve operating public transit services.

School Bus Operations. The Subrecipient agrees to comply with 49 USC 5323(f), and 49 CFR part 605, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 USC § 5323(f);
2. FTA regulations, "School Bus Operations," 49 CFR part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Subrecipient violates this School Bus Agreement, FTA may:

1. Bar the Subrecipient from receiving Federal assistance for public transportation; or
2. Require the Subrecipient to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Subrecipient shall include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

Substance Abuse Requirements (Recipients of Sections 5307, 5311, and 5339 funds only). The Subrecipient agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR parts 40 and 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations or the Department to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR part 655 and review the testing process. The Subrecipient agrees further to submit the Drug and Alcohol Management Information System (DAMIS) reports before February 15 to NCDOT Public Transportation Compliance Office or its designee.

23. Contract Administrators.

All notices permitted or required to be given by one Party to the other and all questions about this Agreement from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, postal address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, postal address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Department:

Name: Myra Freeman
Title: Financial Manager
Agency: NCDOT/PTD
Email: Msfreeman1@ncdot.gov
MSC: 1550 Mail Service Center – Raleigh, NC 27699-1550
Physical Address: 1 S. Wilmington St, Rm 542, Transportation Building, Raleigh, NC 27601
Phone: 919-707-4672 Fax: 919-733-2304

For the Subrecipient:

Name: Aaron Church
Title: County Manager
Agency: Rowan County
Address: 130 West Innes St, Salisbury, NC 28144
Email: Aaron.Church@rowancountync.gov
Phone: 704-216-8185

IN WITNESS WHEREOF, this Agreement has been executed by the Department, an agency of the State of North Carolina, and the Subrecipient by and through a duly authorized representative and is effective the date and year first above written.

ROWAN COUNTY

SUBRECIPIENT'S FEDERAL TAX ID

NUMBER:

56-6000336

SUBRECIPIENT'S FISCAL YEAR END:

JUNE 30, 2022

BY:  

08/25/2021

TITLE:

COUNTY MANAGER

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

ATTEST:


DocuSigned by: [Signature] 08/25/2021 14:29:31

TITLE: Finance Director

08/25/2021

DEPARTMENT OF
TRANSPORTATION

DS

RB

BY:

DocuSigned by:

Julie White

B1309F150E4B46B...

TITLE:

DEPUTY SECRETARY FOR
MULTI-MODAL TRANSPORTATION

ATTEST:

DocuSigned by:

Dana Friedrichs

CC1CE0E85A944DB...

TITLE:

Processing Agent

**Attachment
Certification Regarding Lobbying**

The Subrecipient certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Subrecipient's Authorized Representative: _____

  ROWAN COUNTY
Seal of Rowan County

Title: County Manager

Date: 08/25/2021

APPENDIX A

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
PROJECT NUMBER: 22-39-037
APPROVED BUDGET SUMMARY
EFFECTIVE DATE JULY 1, 2021

PROJECT SPONSOR: ROWAN COUNTY
PROJECT DESCRIPTION: FY22 BUS AND BUS FACILITY PROGRAM

I. TOTAL PROJECT EXPENDITURES

DEPARTMENT - 5330 - CAPITAL 44637.21.2.3 \$658,000
PERIOD OF PERFORMANCE JULY 1, 2021 THRU JUNE 30, 2022

II. TOTAL PROJECT FUNDING

BUS-ROLLING STOCK		<u>TOTAL</u>	<u>FEDERAL</u>	<u>STATE</u>	<u>LOCAL</u>
CAPITAL -	44637.21.2.3	100%	80.00%	10.00%	10%
AGREEMENT #		\$658,000	\$526,400	\$65,800	\$65,800
TOTAL		\$658,000	\$526,400	\$65,800	\$65,800

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET

PROJECT: 22-39-037
SPONSOR: ROWAN COUNTY
WBS: 44637.21.2.3

<u>DEPARTMENT 5330 -CAPITAL BUS-ROLLING STOCK</u>		
<u>OBJECT</u>	<u>TITLE</u>	<u>APPROVED BUDGET</u>
G546	20Ft LT W/L F-Rpl	325,000
G548	Lift-Equip Conver Van Rpl	327,500
G591	Veh Lettering/Logos	5,500
TOTAL CAPITAL		\$ 658,000

PROGRAM SUMMARY SHEET REQUIREMENTS



NORTH CAROLINA
Department of Transportation

5339
Bus and Bus Facilities

FEDERAL

Capital

PRINCIPLE	This guidance is for all subrecipients receiving planning assistance to support to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities including technological changes or innovations to modify low or no emission vehicles or facilities. Funding is provided through formula allocations and competitive grants. A sub-program provides competitive grants for bus and bus facility projects that support low and zero-emission vehicles.
ELIGIBLE SUBRECIPIENTS and ACTIVITIES	Eligible subrecipients: NCDOT is the designated recipient. Subrecipients may be public agencies or private nonprofit organizations engaged in public transportation in rural and small urban areas. Capital projects to replace, rehabilitate and purchase buses, vans, and related equipment, and to construct bus-related facilities, including technological changes or innovations to modify low or no emission vehicles or facilities.
FINANCIAL CAPACITY and MANAGEMENT	Subrecipients must have sufficient funds to operate and maintain the NCDOT-funded program, and plan for any future program needs. Subrecipients must have fiscal control and accounting procedures sufficient to permit tracking and reporting of grant funds. Any funds borrowed from a parent organization or governmental organization must be reported to NCDOT within 15 days.
AUDIT REPORTS and FINANCIAL STATEMENTS	Subrecipients that expend more than \$500,000 in federal funds from all sources per 09 NCAC 03M .0205 Minimum Reporting Requirements for Recipients and Subrecipients (including federal funds provided through NCDOT) in a year must submit the annual single audit required and evidence of resolution of findings related to the transit program to NCDOT.
VEHICLE TITLES	Subrecipients will title the equipment and NCDOT Public Transportation Division be named first lien holder. NCDOT will maintain the title documentation in its files. When the project equipment has been replaced, NCDOT will release the lien. Useful life standards are maintained in NCDOT's Transit Asset Management (TAM) Tier II Sponsored Plan. This inventory is updated on an annual basis.
INSURANCE	Subrecipients will maintain insurance as defined in the procedures.
MAINTENANCE	Subrecipients will maintain project equipment at a high level of cleanliness, safety, and mechanical soundness. An 80 percent on-time performance standard for equipment and wheelchair lifts has been set. All maintenance activities are entered into Trapeze EAM and performance is monitored. FTA- and State-funded facilities require a written maintenance plan and annual submission of the maintenance performed.
PROGRAM REPORTING	Subrecipients are required to report monthly or quarterly when claims are submitted and at the end of the year with the final claim. Penalties will be imposed when reports have not been submitted by the published reporting deadlines.

PROGRAM SUMMARY SHEET REQUIREMENTS

REFERENCES	<u>Section 5339 Circular - C 5100.1</u> <u>Award Management Requirements 5010.1E</u> <u>OMB's Uniform Administrative Requirements 2 CFR 200</u> <u>NC Public Transportation Business Guide</u> <u>09 NCAC 03M .0205 Minimum Reporting Requirements for Recipients and Subrecipients</u> State Management Plan
UPDATES/REVISIONS	Original Date: 4/20/2018 Last Amended Date:

**FY22 CTP REPLACEMENT CAPITAL
2022 20 FT. LIGHT TRANSIT VEHICLE (LTV) WITH LIFT ORDER FORM**

STARTRANS METAL BODY

Send to: CREATIVE BUS SALES
7505 Orr Road
Charlotte, NC 28213
800-282-7981 Ext 2726
(704)399-2700

Vendor No.: 58-1216021

FAX: 770-795-4344

ATTN: Ross Richardson (843) 360-8760
Contact Info: Erica Neebling (980) 348-7037

e-mail: RossR@creativebussales.com
e-mail: eneebbling@creativebussales.com

V# 17424

Re: Bid no. 201600503
N.C. Department of Transportation/Integrated Mobility Division

P.O. No.:

Project No.: **22-39-037**

Order Date:
(date order placed with vendor)

From: Rowan County
130 West Innes St. Salisbury, NC 28144
(grant applicant/recipient)

Contact : Valerie Steele

e-mail: Valerie.Steele@rowancountync.gov

704-216-7753
(phone number)

704-216-7978
(FAX number)

VEHICLE ORDER

Base vehicle price:

Quantity	Item no.	Description	Base Unit Cost	Total Cost
5	A-2	Lift - 2 rear wc station-plan A2	\$ 58,631.00	\$ 293,155.00
Options-Itemized				SUBTOTAL OF BASIC LTVs \$ 293,155.00
0	1	Lettering	\$ 350.00	\$ -
0	2	Logo -labor only.	\$ 150.00 ea./logo	\$ -
5	3	Auxilliary Round Red Brake Lights	\$ 223.56	\$ 1,117.80
5	4	Auxiliary Amber Strobe at Rear Door	\$ 315.00	\$ 1,575.00
0	6	Diamond Donation Farebox. sm.8"x8"x8"	\$ 535.00	\$ -
0	7	Transign destination sign - electronic	\$ 3,790.00	\$ -
0	8	Passenger touch tape stop request	\$ 881.82	\$ -
0	9	REI Transit P.A. System	\$ 300.00	\$ -
0	10	Bike Rack (stainless steel)	\$ 2,814.00 *	\$ -
0	11	Telma Brake Retarder	N/A	\$ -
0	12	Add'l Emergency Window Exits (up to 3)	\$ 65.00 ea.	\$ -
Other Options (those over budget are at local cost only)				SUBTOTAL w/ PARTICIPATING OPTIONS \$ 295,847.80
0	13		\$ -	\$ -
0	14		\$ -	\$ -
0	15		\$ -	\$ -
0	16		\$ -	\$ -
0	17		\$ -	\$ -
GRAND TOTAL				\$ 295,847.80

* you must have budgeted for this in your application to order this item.

EXTERIOR COLOR: The basic body of the Startrans - Primetime is white.

INTERIOR SEATING SELECTION: Predictions Misty Bay CODE: 610

*Seat coverings are listed after options on page 4

Lettering information: Using local option for lettering

(System Name & Phone No.)

Color and Style of 6" lettering: N/A

Striping/Tu-Tone information: Striping (1 code): N/A Tu-Tone (2 codes): #1 N/A #2: N/A

Vehicle to be titled to: Rowan County
130 West Innes St
Salisbury, NC 28144

Terms: Payment to vendor must be made within 30 days of acceptance of vehicle (sign off on insp. form).

**20 FT. LTV - METAL BODY
SPECIFICATION AND PRICING INFORMATION**

Chassis:

2022 Ford E-350 cutaway chassis with 7.3L, V-8 gas engine; 11,500 lb. GVWR; 84" overall width; 114" overall height; 259" length; 138" wheelbase; 4,600 lbs. front axle/ 8,500 lbs. rear axle/ 4:10 rear axle ratio; heavy duty shock absorbers; front coil and rear leaf springs; MOR/Ryde Suspension installed on rear axle; 6-speed automatic overdrive transmission; transmission oil cooler; radiator coolant recovery kit; 40 gallon fuel tank; trap door access to fuel tank; 2 drive shaft guards; hydraulic front disc and drum rear brakes; seven (7) LT225/75R16E all season 10 ply, radial tires with rims; spare tire is wrapped & shipped flat in vehicle; 12 volt heavy duty electrical system; dual batteries, 1500 CCA total; 225 amp OEM alternator; InterMotive fast idle; back-up alarm; two-way radio provision; all wiring is insulated, color, number, and function coded wiring; pre-wiring for 4-camera surveillance system; LED lighting except for OEM chassis lights; reverse alarm assistance system; and HELP type bumpers.

Body:

STARTRANS CANDIDATE II has steel exterior panels with a full steel roll cage; 3/4" marine grade floor with Altro transit flooring, color-keyed covering with white center aisle and yellow nosing on entry steps; electric automatic, full view two-panel, passenger entry door; emergency full vision rear exit door; passenger transit type windows with dark tinted glass; 2 emergency windows; rustproofing; SMI/Transpec 1075 roof ventilator/emergency exit; remote 15"x 8" exterior heated mirrors with convex; driver's side step w/grab bar; Freedman Featherweight, Mid-back passenger seating with Freedman USR 60" passenger restraint belts; 2-24" seat belt extenders; OEM high-back driver's seat with power pedestal and 3 pt. restraint; locked storage area above driver (unless destination sign is purchased); appropriate instruments, gauges, and controls; back-up camera; 12" x 6" driver's mirror; tilt steering and cruise control; inside hood release; OEM front (driver's area) heating and air conditioning; rear heater, 35,000 BTU's and rear a/c, 55,000 BTU's; non-slip coat applied to stanchions and grab bars; oxygen tank brackets; 5 lb. fire extinguisher; 24-unit first-aid kit; emergency window hammer/web cutter; warning reflectors, and roof top mounted strobe light.

Wheelchair lift (meets all requirements of the American with Disabilities Act and the FMVSS):

Braun Century NCL1000(F)IB3454HB-2, fully automatic side mounted wheelchair lift; lift platform is 34"x 54"; minimum of 2 wheelchair stations offered; Q'Straint QRT-360 4-point wheelchair tie-down system and 3-point passenger restraint systems; six Q'Straint Quick straps; and backup manual over-ride system. A handrail restraint (belt) between the two handrails will be provided for extra security for passengers.

Warranty:

Chassis - 3 years/36,000 mile Bumper to Bumper Warranty (Ford/
Power Train - 5 years/60,000 miles (Ford)
Chassis Corrosion warranty - 5 years/ unlimited miles (Ford)
Body Conversion warranty - 5 years/100,000 miles (STARTRANS)
Body Structure warranty - 5 years/100,000 miles (STARTRANS)
Air Conditioning (add on unit) - 24 months (ACC Climate Control, Inc.)
Tire Warranty - 50,000 miles
Wheelchair lift - 5 years Limited Warranty (Braun)

DELIVERY: Approximately 120 days from receipt of chassis

TERMS: Payment to vendor must be made within 30 days of acceptance of vehicle (sign off on inspect. form).

Light Transit Vehicle seating arrangements:

Item/Diagram number and base price

A2	Wheelchair lift vehicle - side-rear location; 6 forward facing passenger seats, 1 double foldaway bench seat with 2 wheelchair/mobility aid device stations	\$ 57,490.00
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FLOOR PLAN: See Tab label at bottom - A-2 FLOOR PLAN

Options:

Item #		
1.	Lettering: Specify SYSTEM NAME & PHONE NUMBER on order form 4" letters and numbers will be used on both sides of van	\$ 350.00
2.	Logo - System must provide decal; price is for labor only.	\$ 150.00 ea./logo
3.	Auxiliary Round Red LED Brake Lights - two round 7" brake lights; one on each side of vehicle above OEM brake lights.	\$ 223.56
4.	Auxiliary Amber Strobe light; located either above rear door or to the right of door. Light shall be wired to illuminate when vehicle is stopped and front door is opened. This strobe is not the same as standard strobe on top of vehicle.	\$ 315.00
6.	Diamond Donation Farebox, small aprox 8"x8"x8"	\$ 535.00
7.	Destination sign-Transign D-3114, electric, furnished with minimum of 15 destinations: Front and side <i>*Destination sign is only available for fixed route and deviated fixed route vehicles.</i>	\$ 3,790.00
8.	Passenger touch tape stop request <i>*Passenger signal is only available for fixed route vehicles.</i>	\$ 881.82
9.	REI P.A. system (2 speakers) meets ADA <i>*PA system is only available for fixed route or deviated fixed route vehicles.</i>	\$ 300.00
10.	Bike Rack - Sportsworld DL2 bike rack mounted on front of bus (agency must have budgeted appropriate amount in application to order this option, however this option can be ordered as non-participating option if system did not budget for it)	\$ 2,814.00
11.	Telma brake retarder - for mountain areas only	Not Avail
12.	Additional Emergency Window Exits - order up to 3 more on vehicle	\$ 65.00 ea.
13.	Ford Chassis Service manual CD	\$ 250.00
14.	Ford Manufacturer's Parts catalog	N/A
17.	Hubometer	\$ 250.00
18.	Paint, trim, two-tone, and logo options: <i>*prices listed are maximum costs; please contact vendor for quote for your system.</i>	
	a) Striping - <i>includes paint and labor</i> ; indicate color and location on vehicle	\$ 650.00
	b) Striping - <i>includes vinyl trim and labor</i> ; indicate color and location on vehicle	\$ 650.00
	c) Two-tone - <i>includes paint and labor</i> ; indicate color(s) and location on vehicle	\$ 875.00
	d) Two-tone - <i>includes vinyl trim and labor</i> ; indicate color(s) and location on vehicle	\$ 875.00
	e) Logo - <i>includes paint and labor</i> ; provide design copy and location on vehicle	\$ 489.00
	<i>*Striping (1 color) and Tu-tone (2 colors) Option: contact vendor for details.</i>	
19.	Additional 24" seat belt extender (<i>*note 2-24" are included with each vehicle</i>)	\$ 31.05 each
20.	Additional Q'Straint Quick Straps. (6 Quick straps are std. with vehicle)	\$ 18.63 each
21.	Twin Vision Digital MobiLite Electronic destination sign: Front	\$ 2,875.00
	Side	\$ 1,750.00
22.	Diamond NV Farebox with extra vault	\$ 1,788.25
23.	Genfare Pacemaker Farebox with extra vault	\$ 1,906.47
24.	GFI Odyssey Validating Electronic Farebox	\$ 17,775.00
25.	Panasonic P.A. System/AM/FM/CD with 4 speakers	\$ 565.00
26.	Clever Devices AVA	\$ 29,858.51
27.	Pull Cord, stop request signal system	\$ 565.00

28.	Fogmaker suppression system	\$ 4,250.00
29.	Jomarr Fire suppression system	\$ 3,750.00
30.	Amerex Fire suppression system	\$ 3,250.00
31.	USSC G-2E-LP adjustable driver's seat with arm rest	\$ 1,425.00
32.	USSC G-2E-LP adjustable driver's seat with arm rest and air suspension	\$ 2,595.00
33.	Recaro Ergo LXS adjustable driver's seat	\$ 1,815.00
34.	Freedman Double Three step-foldaway bench seats in lieu of a permanent forward facing seat	\$ 375.00
35.	Freedman Integrated Child Seat (ICS) that replaces forward facing bench seat	\$ 540.00
36.	Freedman Featherweight High Back seats in lieu of standard mid back permanent forward facing seats (includes appropriate foldaway seats).	\$ 290.00
37.	Upgraded LTV door frame to 14 ga. stainless steel	\$ 250.00
38.	Upgraded LTV stepwell to 14 ga. stainless steel with 10 ga. steps	\$ 535.00
39.	Seon Wireless 4 Cameras/DVR system - Seon Trooper TL4	\$ 3,850.00
40.	HawkEye warning System - alarm detects objects behind vehicle	\$ 660.00
41.	Upgraded automatic heated side mirrors w/ turn signal- Rosco	\$ 550.00
42.	OEM engine block heater option	N/A
43.	Extended Warranty Option Plan 1- Coverage available for Ford and GM Vehicles	
	Premium Care (Over 1,000 Key Components Covered)	
	a) 5 Years - 200,000 Miles; 8,000 Engine Hours - includes \$100 Deductible; Gas	\$ 6,370.00
	Extra Care (113 Key Components Covered)	
	a) 5 Years - 200,000 Miles; 8,000 Engine Hours - includes \$100 Deductible; Gas	\$ 5,584.00
	Powertrain Care (29 Key Components Covered)	
	a) 5 Years - 200,000 Miles; 8,000 Engine Hours - includes \$100 Deductible; Gas	\$ 4,128.00

Exterior Color: The basic body of the Startrans Primetime is white.

Seat Fabric and Color: Interior panels will be a light gray. Seating is available in either vinyl or cloth; selections are listed below. Choose one and indicate selection on order form. Include type, color and code number.

http://www.freedmanseating.com/fabrics/level_3/

Vinyl Covering Colors
<u>Level 3 - Predictions & Cameo</u>
(607) Predictions Claret
(588) Cameo Ivy
(595) Predictions Silversurf
(600) Clipper Blue
(610) Predictions Misty Bay
(612) Predictions Indigo

Fabric Covering Colors
<u>Level 3 - Regions Fabric (Solid Color)</u>
(48301) Pacific Rosa
(48302) Pacific Dk. Blue
(48303) Pacific Navy
(48304) Pacific Green
<u>Level 3 - Regions Fabric (Tweed Fabrics)</u>
(48701) Midwest Merlot
(48803) Midwest Bluette
(48804) Midwest Blackberry
(48802) Midwest Pippin
(48306) Pacific Grey



ROWAN COUNTY

Procurement Policy

August 2018
Revised June 7, 2021
Revised September 20, 2021

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INTRODUCTION

The purpose of this Policy is to establish guidelines for the procurement of goods and services by County officials and employees for any County office, service area, department, division, board, commission or other organizational unit of the County. Rowan County's procurement operations are governed by North Carolina General Statutes ("N.C.G.S.") Chapter 143 (State Departments, Institutions and Commissions), Chapter 153A (Counties), Chapter 159 (Local Government Finance), ordinances approved by the Rowan County Board of Commissioners, and all other applicable laws, rules, regulations, codes, standards, and orders of governmental bodies, agencies authorities and courts having jurisdiction ("Applicable Law"). When federal funds are involved, these policies have been drafted to conform to the requirements in the Code of Federal Regulations (CFR) Title 2, Subtitle A, Chapter II, Part 200 (commonly referred to as the Uniform Guidance). Specifically, the procurement guidelines may be found in sections 200.317 through 200.326; 49CFR19; *Federal Transit Administration (FTA) Circular 4220.1D, Third Party Contracting Requirements*; *North Carolina General Statute 143-129*; and *North Carolina State Management Plan for The Nonurbanized Area Formula Program, Section 5311*.

The policies contained herein are intended to establish a baseline for compliance with federal and State law and Board policy. It is the responsibility of the County Commissioners to determine the disposition of any issue not specifically addressed herein or otherwise prescribed in law or regulation.

Rowan County's procurement practices are based on the principle of open competition with the goal of securing value and promoting fairness. All Employees involved in the procurement process have a responsibility to provide fiscal stewardship when expending County funds. The taxpayers entrust County government to expend money in the most efficient and effective manner possible. The integrity of the procurement process must be maintained at all times.

The Board of Commissioners is committed to maintaining high standards of performance based upon fair, ethical and professional business practices and welcomes recommendations for improvements to conformance, quality, and efficiency standards. Any such recommendations should be submitted in writing to the Chairperson, Rowan County Board of Commissioners.

I. RESPONSIBILITY, AUTHORITY AND FUNDAMENTAL POLICY

The County Manager has the authority for the County of Rowan to enter into grant agreements and to purchase property and services and to enter into third-party contracts on behalf of the County of Rowan and the Board of Commissioners (Board).

A. Delegation

1. The Finance Director has been delegated authority from the Board to purchase goods, property and services. The Assistant County Manager/CIO and Assistant County Manager/Human Resources Director have been delegated authority to enter into third-party contracts on behalf of Rowan County in the absence of the County Manager.
2. The Finance Director has been delegated authority from the Board to approve and submit requests for reimbursements on behalf of Rowan County.
3. The Department of Social Services (DSS) Director has been delegated authority from the Board to purchase goods, property and services related to serving children and families under \$90,000. However, such purchases shall follow all aspects of the purchasing policy. This does not include services for architect, engineer or surveyor; construction projects; or legal fees.
4. The Public Health Director has been delegated authority from the Board to purchase goods, property and services related to providing public health services under \$90,000. However, such purchases shall follow all aspects of the purchasing policy. This does not include services for architect, engineer or surveyor; construction projects; or legal fees.

B. Delegation to the Purchasing Director

1. The Purchasing Director has received delegated authority from the Board to conduct competitive procurements to purchase, lease, or license property goods and services in accordance with Board policy and law.
2. The Purchasing Director has received delegated authority from the Board to approve contracts \$10,000 and under. This includes change orders that are \$10,000 and under that are within the contingency amount. This does not include services for architect, engineer, surveyor or legal fees.
3. The Purchasing Director has received delegated authority from the Board to approve contracts under \$90,000 being administered by Salisbury Community Development Corporation.

C. Delegated authority is subject to the condition that certain of these transactions be submitted to the Board for review and approval.

Transactions that require prior Board approval are as follows:

1. Any transaction which exceeds \$90,000;
2. Any transaction awarded with sole source or piggybacking.

D. All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.

1. Unreasonable requirements will not be placed on firms in order for them to qualify to do business.
2. The County will be alert to organizational conflicts of interest.

3. The County will be alert to noncompetitive practices among contractors that may restrict or eliminate competition.
4. Unnecessary experience and excessive bonding requirements will not be placed on firms.
5. Contracts will not be awarded to consultants simply because they may be on a retainer contract with the County.
6. Contractors that develop or draft specifications/requirements shall be excluded from competing for such procurements.
7. Except in cases where a product of a specified brand name is the only product that can properly meet the needs of a requester, the drafting or application of specifications or bid requirements that directly or indirectly limit the bidding to a single brand is prohibited. A “brand name or equal” is a competitive process that allows bidders to propose equivalent items. The County will not specify only a “brand name” product without listing its salient characteristics and not allowing “an equal” product to be offered.
8. Awards shall be made to the lowest responsive and responsible bidder. While determining “responsible”, the County will consider factors, including but not limited to, most advantageous to the County, price, and quality.
9. Solicitations shall clearly state all requirements.

E. Basis for Bid Rejection

In sealed bidding, there is generally no further modification of material terms: The County either accepts one of the offers or rejects all bids. In the other procurement methods, the County may request or receive additional offers before accepting one. Bid responsiveness involves the question of whether the bid as submitted, represents an unequivocal offer to do exactly what the County has specified, so that acceptance of the bid will bind the contractor to meet the County's requirements in all material aspects. Any and all bids judged to be nonresponsive must be rejected. The County will properly document the reason for any bid rejection.

F. The County will ensure that:

1. Unnecessary or duplicate items are not purchased.
2. Analysis is made of lease and purchase alternatives, as appropriate, to determine the most economical and practical procurement.
3. The type of procurement instruments used (e.g. fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be appropriate for the particular procurement. “Time and material” contracts are strictly prohibited unless specifically approved by the Rowan County Board of Commissioners.
4. Procurement documents and records are retained according to NC DNCR records management policy located on <https://www.ncdcr.gov/resources/records-management>.

II. PURCHASE OF GOODS

The following provisions apply to the purchase of apparatus, supplies, materials, and equipment.

A. Formal Purchases Greater Than or Equal To \$90,000

Such purchases shall be subject to formal bidding pursuant to N.C.G.S. 143-129. The contract for any such purchase, if awarded, must be awarded to the lowest responsible, responsive bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract.

1. Procurement documents and records are retained according to NC DNCR records management policy located on <https://www.ncdcr.gov/resources/records-management>.
2. Advertisement for the bid must be published at least once, seven (7) days prior to opening in local newspaper
3. Bids must be received sealed
4. Public bid opening is required, but may use reverse auction or electronic bidding
5. At least three (3) suppliers solicited and 2 responses required
6. Board approval required
7. Public record when opened
8. Purchase Order must follow the workflow chart in Attachment A.

B. Informal Purchase Greater Than or Equal To \$5,000 but Less Than \$90,000

Such purchases shall be subject to informal bidding pursuant to N.C.G.S. 143-131. The contract for any such purchase, if awarded, must be awarded to the lowest responsible, responsive bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract.

1. Must solicit multiple quotes, 2 responses required
2. Must keep a written record of all bids received
3. Requests must be approved by Department Director
4. Records are not public until contract awarded
5. Purchase Order must follow the workflow chart in Attachment A.

C. Purchases Less Than \$5,000

Such purchases are made without soliciting either formal or informal bids. County Departments are encouraged to solicit multiple quotations (verbal or written), and document such, to ensure the lowest available price. This will ensure fiscal stewardship when expending County funds. If purchase is over \$1,000 a Purchase Order must be entered follow the workflow chart in Attachment A.

III. CONSTRUCTION OR REPAIR SERVICES

The following provisions apply to contracts for construction or repair services.

A. Formal Construction or Repair Services Greater Than or Equal To \$300,000

Such services shall be subject to formal bidding pursuant to N.C.G.S. 143-129. The contract for any such service, if awarded, must be awarded to the lowest responsible, responsive bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract.

1. Advertisement for the bid must be published at least once, seven (7) full calendar days prior to opening in local newspaper
2. Bids must be received sealed
3. Public bid opening is required
4. Minimum of three (3) bids is required. Statute allows for re-bid if three (3) bids are not received and award without three (3) bids on re-bid
5. Bid bond/deposit required 5% of bid amount
6. Performance and payment bonds required 100% of bid amount for any project
7. Separate specifications required for plumbing, electrical, HVAC, and general work (building construction only)
8. Must be licensed general contractor
9. Board approval required
10. Dispute resolution required
11. HUB participation goals good faith efforts to reach goals; bidders submit affidavits; report to HUB office (building construction only)
12. Public record when opened
13. Contract must follow the workflow chart in Attachment B.

B. Informal Construction or Repair Services Greater Than or Equal To \$90,000 but less than \$300,000

Such services shall be subject to formal bidding pursuant to N.C.G.S. 143-131. The contract for any such service, if awarded, must be awarded to the lowest responsible, responsive bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract.

1. Written quotes must be solicited from at least three (3) bidders; award if more than 1 bid received; if only 1 bid received rebid and then award.
2. Must be licensed general contractor
3. Must keep record of all bids received
4. Board approval required
5. Dispute resolution required
6. Good faith efforts documented and reported to HUB office \$100,000 - \$299,999 (building construction only)
7. Not subject to public record until awarded
8. Contract must follow the workflow chart in Attachment B.

C. Informal Construction or Repair Services Greater Than or Equal To \$5,000 but less than \$90,000

Such services shall be subject to formal bidding pursuant to N.C.G.S. 143-131. The contract for any such service, if awarded, must be awarded to the lowest responsible, responsive bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract.

1. Written quotes must be solicited from at least three (3) bidders; award if more than one (1) bid received; if only one (1) bid received rebid and then award.
2. Must be licensed general contractor if over \$30,000
3. Must keep record of all bids received

4. Dispute resolution required
5. HUB participation goals document good faith efforts; report to HUB office (building construction only)
6. Not subject to public record until awarded if over \$30,000 and under \$90,000.
7. Contract must follow the workflow chart in Attachment B.

D. Informal Construction or Repair Services Less Than \$5,000

Such services are made without soliciting either formal or informal bids. County Departments are encouraged to solicit multiple quotations (verbal or written), and document such, to ensure the lowest available price. This will ensure fiscal stewardship when expending County funds. If services are over \$1,000 a Contract must be entered and follow the workflow chart in Attachment B.

IV. PROCUREMENT OF SERVICES

The following provisions apply to contracts for services.

A. Architectural, Engineering, and Surveying Services

Such services shall be procured using the Request for Qualification (RFQ) process established pursuant to N.C.G.S. 143-64.31-34.

1. Geographic location may be a selection criterion in procurements for these services provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
2. Selection shall be based on qualification and competence.
3. Price negotiation is conducted with the most qualified offer
4. Exemption from RFQ process:
 - a. Estimated fee is greater than \$20,000 but less than \$50,000, the above procedures may be waived by the Board of County Commissioners in compliance with N.C.G.S. 143-64.31.
 - b. Estimated fee is to be below \$20,000, the County Manager may grant exemptions in compliance with N.C.G.S. 143-64.31.
 - c. The exemption is on a case by case basis and will require a memo be keep on file of the exemption. Purchasing Department will assist with the needed memo.
5. Contract must follow the workflow chart in Attachment B.

B. Other Services Greater Than or Equal To \$90,000

Formal Request for Proposals are used when a service or Information Technology (IT) service to be procured is such that a complete, adequate and realistic specification cannot be developed. The Purchasing Director shall be responsible for ensuring that:

1. Proposals are solicited from an adequate number of qualified sources to permit reasonable competition consistent with the nature and requirements of the procurement.
2. The RFP shall be publicized on County website and reasonable requests by other sources to compete shall be honored to the maximum extent practicable;

3. The RFP identifies all significant evaluation factors, including price or cost where required and their relative importance;
4. Proper mechanisms are in place for technical evaluation of the proposals received, determinations of responsible offerors for the purpose of written or oral discussions, and selection for contract award;
5. Award may be made by the Board of County Commissioners to the responsible offeror whose proposal will be most advantageous to the County, price and other factors considered.
6. Procurement records accurately document each step of the process, including but not limited to, an explanation of the basis for selection of the contractor, including the evaluation criteria and the results of the County's technical evaluation; a list of all proposals received; and a cost breakdown for the proposed contract proposal.
7. Unsuccessful offerors should be notified promptly that their proposal was not accepted.
8. Board approval is required.
9. Contract or Purchase Order must follow the workflow chart in Attachment B or Attachment A.

C. Other Services Greater Than or Equal To \$5,000 but Less Than \$90,000

Informal Request for Quotes are used when a service or Information Technology (IT) service to be procured is such that a complete, adequate and realistic specification cannot be developed. These can be obtained through email. The Purchasing Director will determine if the Board needs to be notified before RFP is released. The Purchasing Director shall be responsible for ensuring that:

1. Quotes are solicited from an adequate number of qualified sources, preference is three (3), to permit reasonable competition consistent with the nature and requirements of the procurement.
2. Proper mechanisms are in place for technical evaluation of the quotes received, determinations of responsible offerors for the purpose of written or oral discussions, and selection for contract award;
3. Award may be to the responsible offeror whose quotes will be most advantageous to the County, price and other factors considered. If multiple responses are not received documentation showing adequate number solicited must be provided to Purchasing Director.
4. Procurement records accurately document each step of the process, including but not limited to, an explanation of the basis for selection of the contractor, including the evaluation criteria and the results of the County's technical evaluation; a list of all quotes received; and a cost breakdown for the proposed contract proposal.
5. Unsuccessful offerors should be notified promptly that their proposal was not accepted.
6. Contract or Purchase Order must follow the workflow chart in Attachment B or Attachment A.

D. Other Services Less Than \$5,000

Such services are made without soliciting either formal or informal bids. County Departments are encouraged to solicit multiple quotations (verbal or written), and document such, to ensure the lowest available price. This will ensure fiscal stewardship when expending County funds. Any service over \$1,000 must follow the Contract or Purchase Order workflow chart in Attachment B or Attachment A.

V. EXCEPTIONS TO COMPETITIVE BIDDING

N.C.G.S. 143-129 allows for some exceptions to competitive bidding. Board approval will be required for all items over \$90,000 per I.C.1. above, others may require Board approval per N.C.G.S.

- A. Sole Source N.C.G.S. 143-129(e)(6)
To award a noncompetitive proposal the Department Director must present to the Board of Commissioners as to why a "sole source" is justified. Board approval is required if \$5,000 or more.
- B. Emergencies N.C.G.S. 143-129(e)(2)
- C. Fuel Purchases N.C.G.S. 143-129(e)(5)
- D. State & Federal Contracts N.C.G.S. 143-129(e)(7),(e)(9),(e)(9a)
- E. Piggybacking N.C.G.S. 143-129(g)
Board approval is required at any price point.
- F. Group Purchasing Programs N.C.G.S. 143-129(e)(3)
- G. Purchases from other units of government N.C.G.S. 143-129(e)(1)
- H. Used Items N.C.G.S. 143-129(e)(10)

VI. THE PURCHASING PROCESS

There are four (4) methods of making a purchase for the County. 1) Procurement Card (p-card) or Fuel Card 2) Check Request 3) Purchase Order including blanket PO or 4) Contract Encumbrance. Each of these methods will be explained in this section.

A. Procurement Cards and Fuel Cards

Procurement cards enable a unit to make small purchases more quickly and efficiently by minimizing paperwork and processing time. These cards are used for small purchase under \$1,000. These purchases should not be divided to avoid getting quotes/bids. Fuel Cards are assigned to each County vehicle. Purchasing and Finance Departments will monitor these purchases and notify departments of any concerns. For more information please see procurement and fuel card policy. (insert hyper link)

B. Check Request

The following items represent types of purchases that do not require a purchase order or contract entry to be paid. Approval of the Purchasing Director is not required. P-card is the preferred method of purchase for these items. A Check Request is used for these items when it is not possible to use a p-card. See Finance Policy for additional information. (Insert Link) Below is a list of acceptable check request items:

- Utility bills (telephone, electricity, water, natural gas, etc.)
- Travel reimbursement for employees
- Public assistance payments
- School health and prenatal payments
- Medical, psychological and veterinarian billings
- Legal Fees if approved by County Manager
- Withholding taxes and other payroll deductions
- Reimbursement of Petty Cash accounts
- Purchases under \$1,000 that cannot be place on a p-card
- Postage to the US Post Office

- Food and beverage for concessions at parks and jail, food for jail and meal sites
- Library books and periodical purchases
- Dues and subscriptions
- Gasoline (when using a fuel card)
- Legal Advertisements
- School funding
- Budget Appropriations
- Debt payments
- Refunds
- Property tax turnover
- Tire Tax Reimbursement

C. Purchase Orders

All purchases for apparatus, supplies, materials, services and other goods \$1,000 and over must be submitted for issuance of a purchase order before purchased. If items are purchased without a purchase order the employee is subject to disciplinary action and may be personally liable for the payment [G.S. 159-28(e)].

The purchase order is electronically generated within the accounting software. Purchase Order workflow chart Attachment A.

1. Blanket Purchase Orders

A blanket purchase order is used to make repetitive purchases from a single vendor over a period of time. The blanket order establishes an initial encumbrance amount which cannot be exceeded. The use of the blanket purchase order must be authorized by the Purchasing Director/Designee.

- a. The blanket order is processed in exactly the same manner as a purchase order.
- b. No blanket order may exceed \$10,000.
- c. All blanket purchase orders will be liquidated at the end of each fiscal year.

D. Contracts

All contracts entered into by the County must be properly reviewed before being executed. This review process will consist of the following steps:

1. All contracts/contract requests will be submitted to the Purchasing Director/Designee
2. The Purchasing Director/Designee shall determine if the contract needs Board approval prior to initiating the contract workflow. No one other than the Purchasing Director/Designee may submit contracts for Board approval.
3. The Purchasing Director/Designee will initiate the contract workflow. See Attachment B. This will include preaudit as required by General Statute.
4. Once the contract is executed, the Purchasing Director/Designee will distribute to the Department and put on the County website.
5. Departments will review all contracts, including maintenance and software agreements, once every five (5) years to determine if the contract is still advantageous for the County. This review

should include a detail memo with cost analysis, if necessary, to show why Department is choosing to stay with the current vendor.

E. Vendors

Each department is required to obtain sufficient information from a vendor at the time of purchase to assist the Purchasing and Finance Department in issuing a purchase order and paying the obligation. Vendor numbers will be assigned by the Finance Department when the required information, including W-9, is submitted. Additional information on vendors can be found in the Finance Policy (insert link).

F. SURPLUS PROPERTY

In the event County property becomes surplus to the County's needs due to obsolescence, end of useful life, etc., such property is disposed of by means most advantageous to the County. Surplus property is handled by the Finance Department. Please see Finance Policy for additional information (insert link).

VII. FEDERAL SPECIFIC REGULATIONS

Written procurement procedures are a requirement of the Uniform Guidance. After adoption by the Board, these procedures will be reviewed annually by the Finance Director and the Purchasing Director/Designee and updated as required. In addition to the provisions noted elsewhere in this policy, all purchases funded, in whole or in part, with funds from any federal agency shall comply with the rules and regulations contained in the Code of Federal Regulations (CFR) Title 2, Subtitle A, Chapter II, Part 200 (commonly referred to as the Uniform Guidance). Specifically, the procurement guidelines may be found in sections 200.317 through 200.326. To be in compliance, all purchases funded, in whole or in part, with federal funds shall comply with the additional requirements below, as applicable:

A. All purchases (goods and services) must comply with the following thresholds:

1. "Micro-purchase" is defined in 48 CFR2.2101. This threshold may change from time to time. The Purchasing Director will be responsible for ensuring that current thresholds are followed. At the time this policy was adopted, the "micro-purchase" amount is \$10,000. However, the local threshold of \$5,000 is more restrictive. Therefore, purchases less than the more restrictive local threshold of \$5,000 may be purchased without soliciting competitive quotes (informal or formal) if the County considers the price to be reasonable. The purchases must be, to the extent practicable, distributed among qualified suppliers.
2. Purchases of non-construction goods greater than the more restrictive local threshold of \$5,000 but below \$90,000 (the more restrictive State threshold) may be purchased using price quotes from at least 3 vendors (unless the state or federal granting agency specifies a more stringent requirement). The quotes must be approved by the Department Director/Designee.
3. Purchase of any services or construction related goods above \$5,000 (the more restrictive local threshold) but below the Simplified Acquisition Threshold (small purchase), may be purchased using price quotes from at least 3 vendors (unless the state or federal granting agency specifies a more stringent requirement). The quotes must be approved by the Department Director/Designee. The Simplified Acquisition Threshold is defined in 48 CFR2.2101. This threshold may change from time to time. The Purchasing Director will be responsible for ensuring that current thresholds are followed. At the time this policy was adopted, the Simplified Acquisition Threshold is \$250,000.

4. Purchases of non-construction goods above \$90,000 (the more restrictive State threshold) must have formal sealed bids that comply with Section II. A. of this policy. The contract awarded will be a firm fixed price contract. Selection must be principally based on price and 2 or more bidders must be willing and able to compete effectively for the business.
 5. Purchases of services above the Simplified Acquisition Threshold must be purchased by sealed bids Section II. A. or Section IV. B. of this policy. The contract awarded will be a firm fixed price contract. Selection must be principally based on price and 2 or more bidders must be willing and able to compete effectively for the business. Competitive RFPs can only be used when complete adequate and realistic specification or purchase description is not available.
 6. Construction-related purchases above the Simplified Acquisition Threshold must be purchased by sealed bids that comply with Sections III. A. or III. B of this policy and the bonding requirements in Section VII. C. 3. below. The contract awarded will be a firm fixed price contract. Selection must be principally based on price and 2 or more bidders must be willing and able to compete effectively for the business.
 7. Purchases of Architectural and Engineering (A/E) services may be purchased using Section IV. A. of this policy, as well as all the “federal specific” requirements identified in Sections VII. B. and VII. C.
 8. To ensure compliance with the Uniform Guidance for purchases in excess of the “micro-purchase” threshold, the County shall not purchase goods or services using an existing contract that was negotiated by the County or any other State or Local government for a prior, separate transaction (commonly referred to as “piggybacking”). The County may use existing State Contracts for items over the “micro-purchase” threshold only if the contract was bid in compliance with the Uniform Guidance.
- B. Any purchase funded, in whole or in part, with federal funds must also comply with the following provisions or more restrictive State or local policy:
1. The procurement must be conducted in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of the bids or proposals, except in those cases where federal Statutes expressly mandate or encourage geographic preference.
 2. The County will take all necessary affirmative steps to ensure that minority businesses, women’s business enterprises and labor surplus area firms are used when possible. These steps will include all steps described in Uniform Guidance section 200.321.
 3. The costs or prices based on estimated costs for contracts will only be allowable to the extent that they would be allowable under CFR Part 200, Subpart E-Cost Principles.
 4. Contracts shall not be in the form of “cost plus percentage of cost” or a “percentage of construction cost”.
 5. For procurements greater than the Simplified Acquisition Threshold (including contract modifications), the County must perform a cost or price analysis prior to soliciting bids.
 6. In compliance with Uniform Guidance, section 200.324, the County will make all necessary documentation available to the awarding federal agency or pass-through agency upon request to do so.
- C. In addition to the provisions elsewhere in this document that define a sound and complete agreement, all contracts funded, in whole or in part, with federal funds shall contain the following procurement provisions, as applicable:

1. Contracts in excess of the Simplified Acquisition Threshold shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms, and provide for such remedial actions as may be appropriate.
2. Contracts in excess of \$10,000 shall contain suitable provisions for termination by the recipient, including the manner by which termination shall be affected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.
3. Bonding – for construction or facility improvement contracts exceeding the Simplified Acquisition Threshold:
 - a. Bid guarantee from each bidder equivalent to five (5) percent of the bid price.
 - b. Performance bond on the part of the contractor for 100 percent of the contract price.
 - c. Payment bond on the part of the contractor for 100 percent of the contract price.
4. Preference for Recycled Products as described in Uniform Guidance section 200.322.
5. Equal Employment Opportunity.
6. Copeland "Anti-Kickback" Act for all contracts in excess of \$2,000 for construction or repair.
7. Davis-Bacon Act for all construction contracts of more than \$2,000.
8. Contract Work Hours and Safety Standards Act for contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers.
9. Rights to Inventions Made Under a Contract.
10. Clean Air Act and the Federal Water Pollution Control Act for contracts in excess of \$150,000.
11. Byrd Anti-Lobbying Amendment – contractors who apply or bid for an award of \$100,000 or more shall file the required certification.
12. Debarment and Suspension – contracts shall not be made with parties listed on the government-wide exclusions in the System for Award Management (SAM).

VIII. SETTLEMENT OF CONTRACT ISSUES/DISPUTES

A. Responsibility for Settlement of Contract Issues/Disputes

The Board of Commissioners alone will be responsible in accordance with good administrative practice and sound business judgment for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. The federal/State government will not substitute its judgment for that of the Board of Commissioners, unless the matter is primarily a federal/State concern. Violations of the law will be referred to the local, State, or federal authority having proper jurisdiction.

B. Written Protest Procedures

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

1. Authority - The Board of Commissioners has final authority to resolve protest, disputes, and complaints arising from the solicitation, award, or performance of a contract.

2. Protest of Requirements Prior to Award - The solicitation document shall provide potential bidders with the opportunity to take exception to specifications and/or requirements. Protests of requirements received after the time identified in the solicitation document shall be considered untimely and shall be rejected.
3. Protest of Award - If, prior to award of contract, a protest is received in writing and filed on the grounds that the award is not in conformance with the provisions of the solicitation document, the contract or award shall not be awarded until the protest has been withdrawn or a decision has been reached by the County. Complaints lodged by a bidder prior to award may be resolved informally. However, in the event that the matter is not resolved, bidders shall be advised of the timeframe for submitting a full and complete formal statement of the grounds for the protest within the timeframes specified in the solicitation document.
4. Decisions - The County Manager shall review the merits and timeliness of the protest and ensure that a decision in writing is submitted within a reasonable period of time following receipt of the protest. The County shall issue a decision in writing or otherwise furnish to the bidder the decision in such a manner as to ensure receipt. The decision of the County is final.
5. Disputes Subsequent to Award - Disputes subsequent to award may include, but not be limited to, contention over terms, pricing, payment, scope and/or deliverables. A dispute resolution and escalation clause, describing resolution procedures and the appropriate parties to which the matter may be escalated, may be included in solicitation documents and contracts, as applicable.

IX. CONFLICTS OF INTEREST

The County shall maintain a written code of standards of conduct (conflict of interest policy) governing the performance of their employees. These standards will be relayed to all members in writing and the County will obtain each member's signature to acknowledge their review, understanding, and acceptance of the policy. See Attachment D for conflict of interest policy.

GS 14-234 includes a general prohibition against any public official having a personal interest in any contract to which they are a party in their official capacity. Four types of transactions are exempt from this general prohibition if proper procedures are followed: doing business with a bank, with a savings and loan association, with a regulated utility, and with needed persons who receive benefits under state or federal assistance programs. The statute does allow for additional exemptions but members of Rowan County elected boards and appointed boards are not exempt due to the population of Salisbury. As an entity, we will not be able to purchase or contract with members of these boards if the board member has a personal interest in the contract in their official capacity.

Exemption procedures are very narrowly drawn and we will not attempt to exempt any of our elected officials or appointed board members.

X. GIFTS AND FAVORS

It is unlawful for a contractor, subcontractor, or supplier who, with respect to any public agency, (1) has a current contract; (2) has performed under a contract within the past year; or (3) anticipates bidding on a future contract to make gifts or favors to any officer or employee of the agency. It is also unlawful for the officer or employee to accept any such gift or favor.

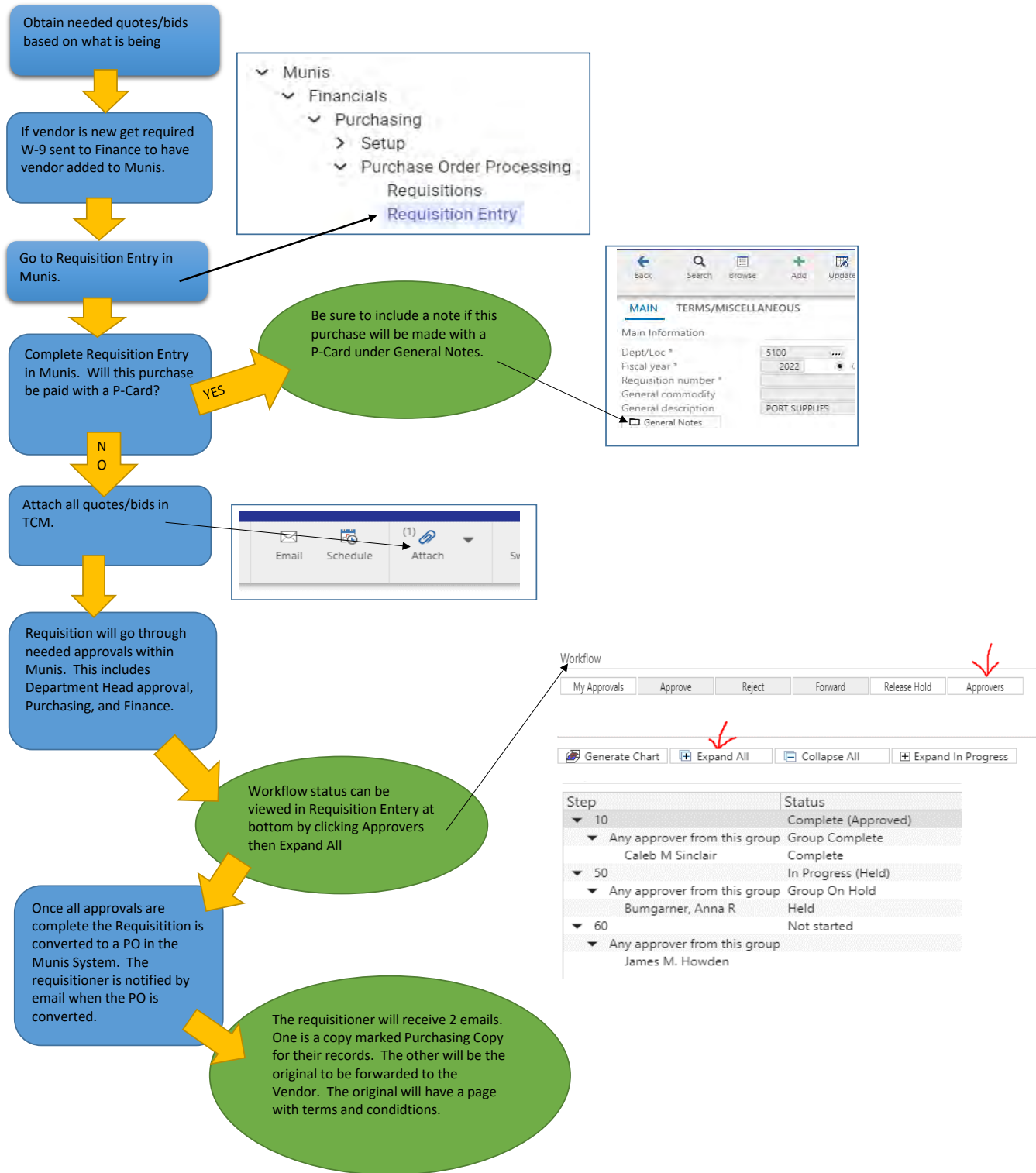
Receiving or giving of gifts or favors is not in the best interest of The County. Therefore, no officials or employee of the County shall:

ROWAN COUNTY PROCUREMENT POLICY
REVISED SEPTEMBER 20, 2021

1. accept any gift, favor or thing of value that may tend to influence them in the discharge of their duties; or
2. grant, in the discharge of their duties, any improper favor, service, or thing of value.

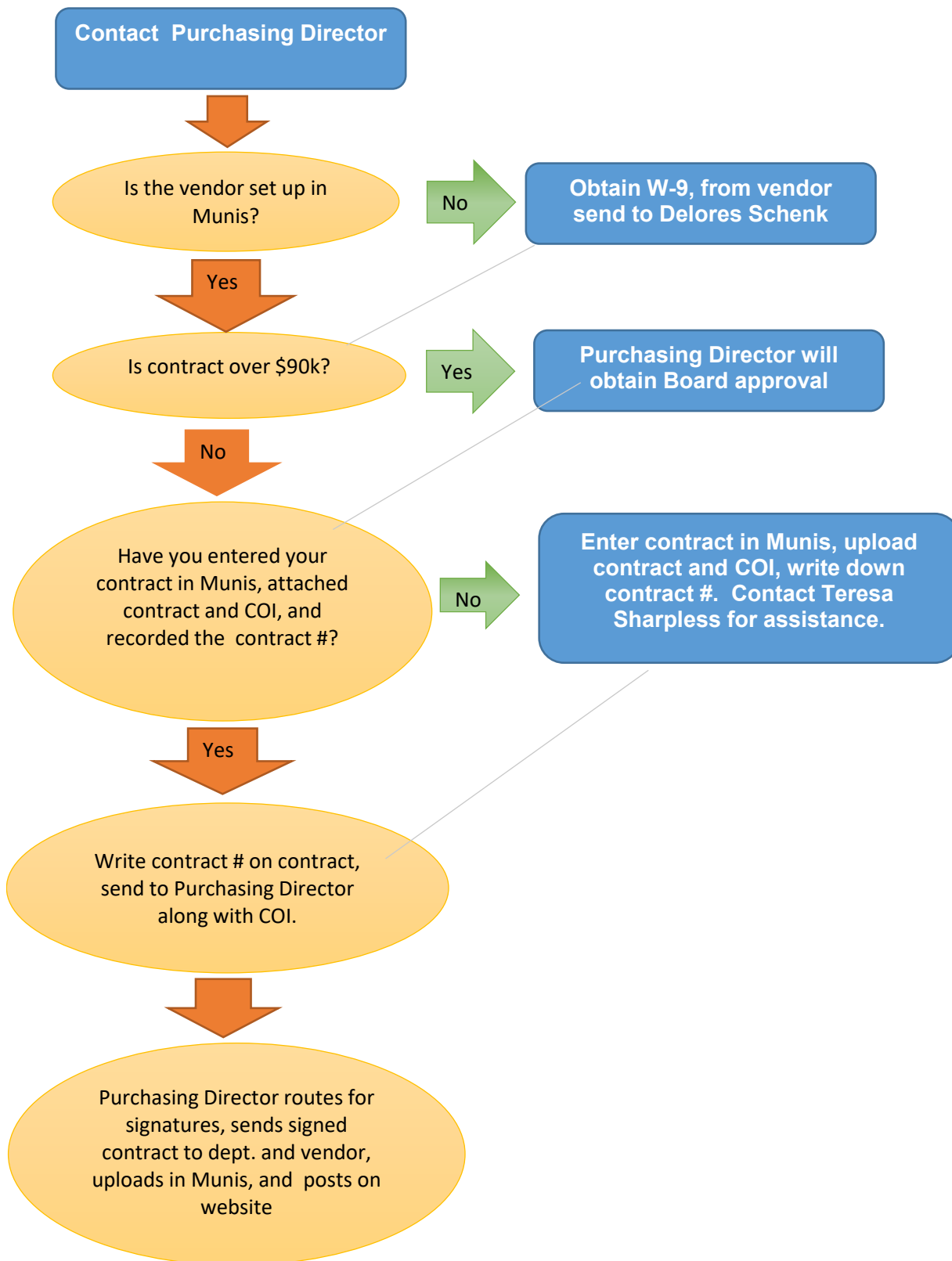
ATTACHMENT A

Purchase Order Workflow



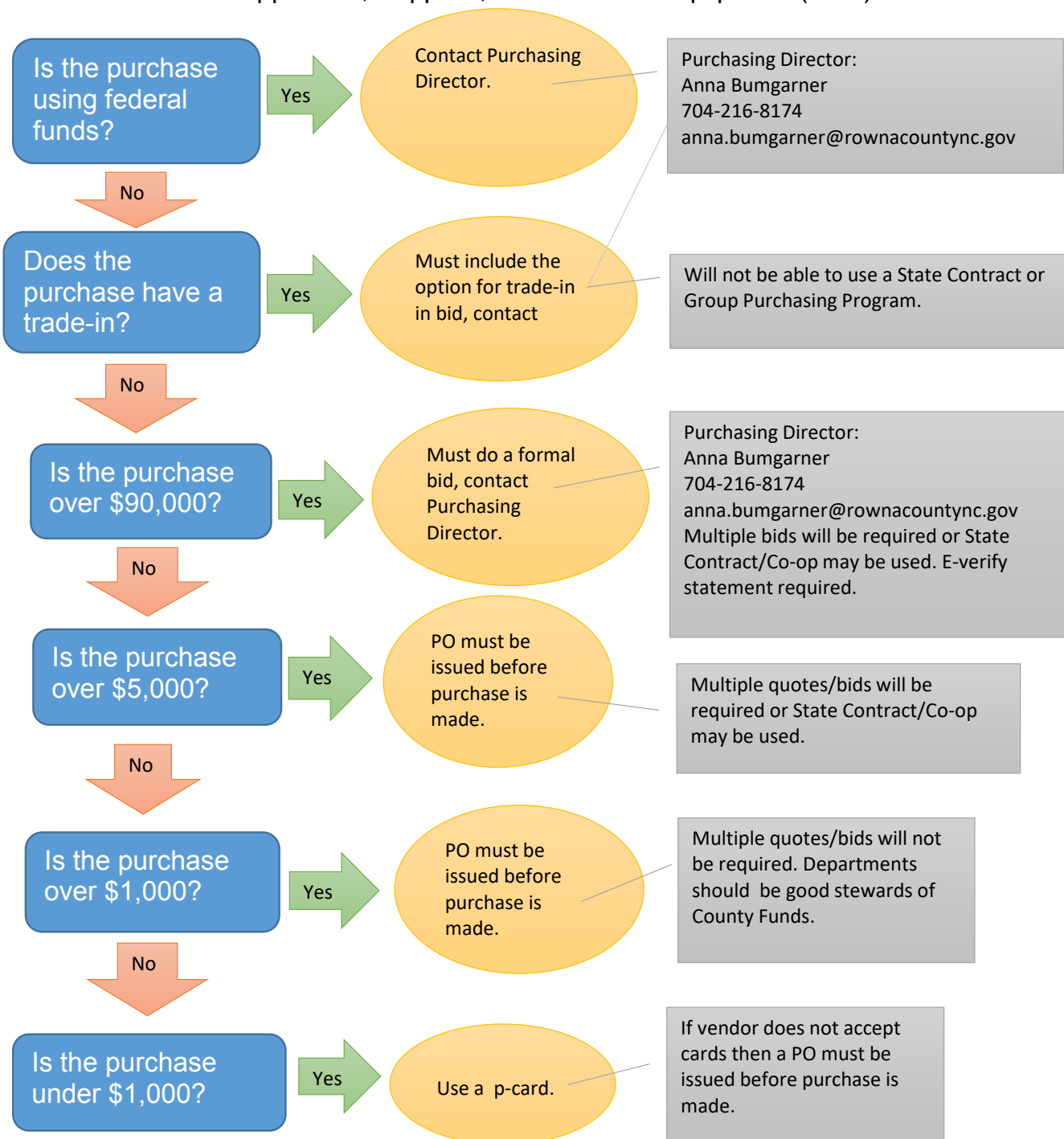
ATTACHMENT B

Contract Workflow

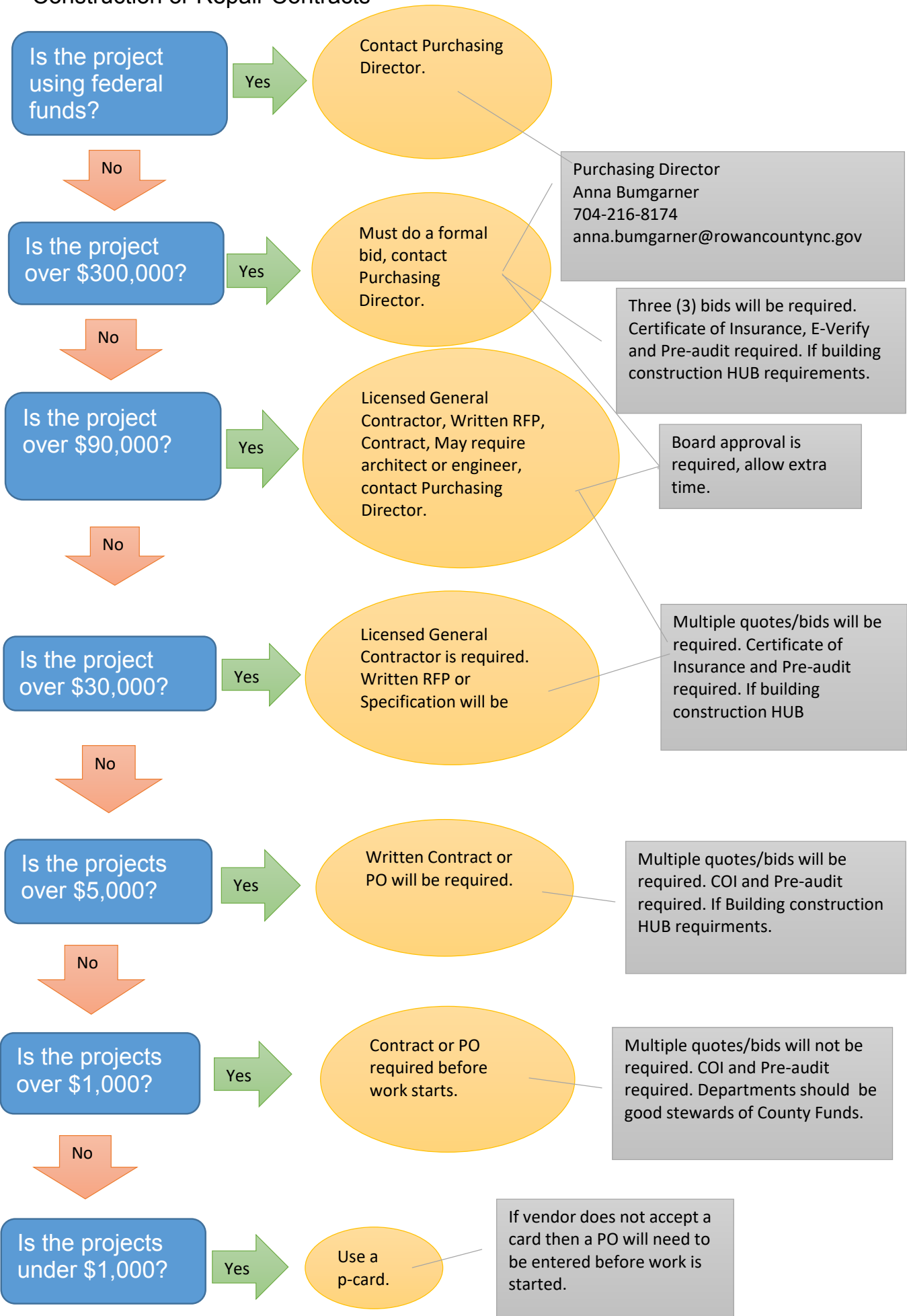


ATTACHMENT C

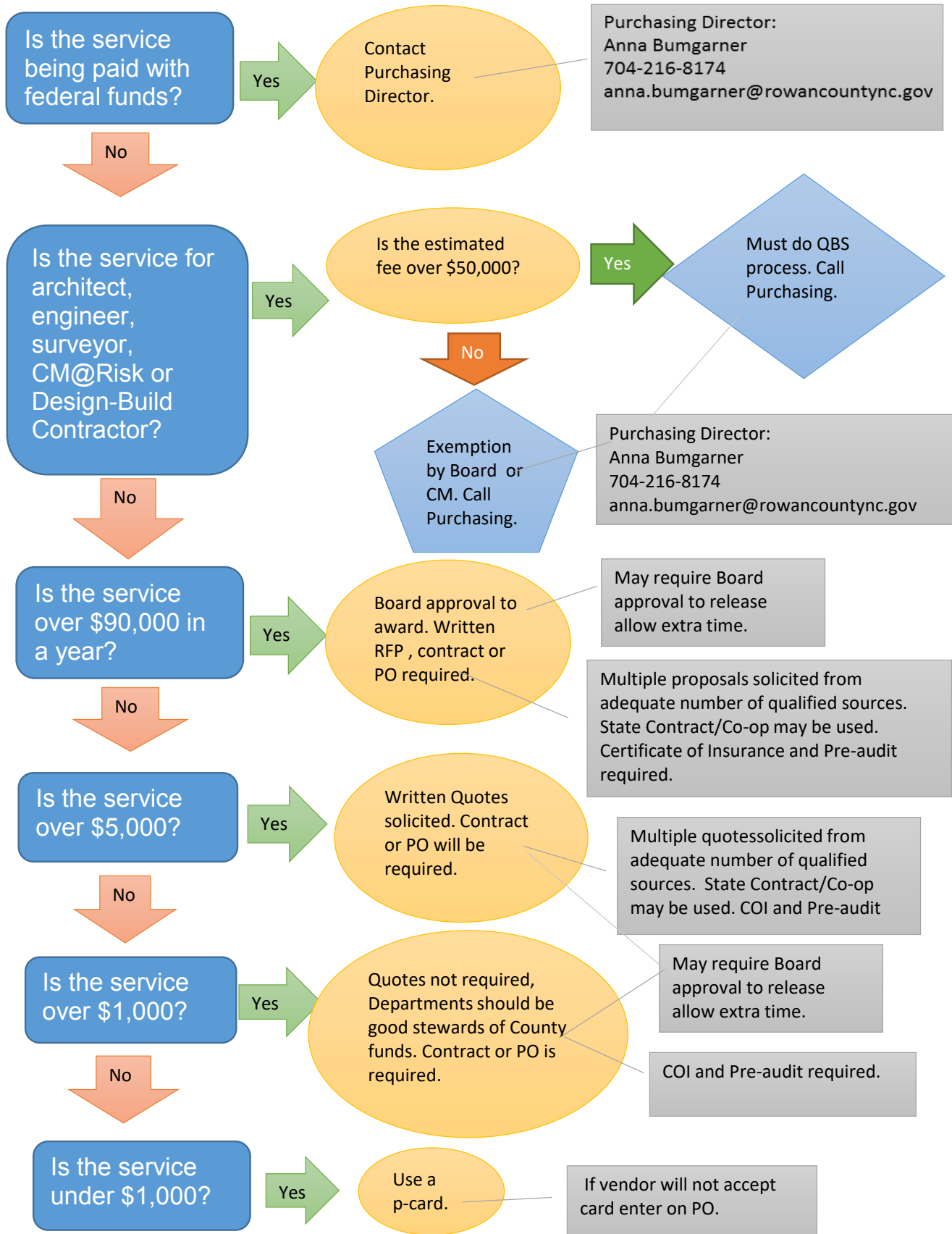
Purchase of Apparatus, Supplies, Materials and Equipment (Stuff)



Construction or Repair Contracts



Services



ATTACHMENT D

Conflict of Interest Policy

Conflict of Interest

In accordance with Board policy and related legislation, no employee, officer, agent, immediate family member, or Board member of the County shall participate in the selection, award, or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the following has a financial or other interest in or could receive a tangible personal benefit from a firm considered for a contract:

- The employee, officer, agent, or Board member,
- Any member of their immediate family,
- Their partner, or
- An organization that employs, or is about to employ, any of the above.

Rowan County is not able to purchase or contract with members of Rowan County elected boards and/or appointed boards if the board member has a personal interest in the contract in their official capacity.

Any officer, employee or agent with an actual, apparent, or potential conflict of interest as defined in this policy shall report the conflict to his or her immediate supervisor. Any such conflict involving federal funds shall be disclosed in writing to the federal award agency or pass-through entity in accordance with applicable federal awarding agency policy.

Violations

Any employee that violates this Conflict of Interest policy will be subject the disciplinary action, up to and including termination. Any contractor violating this policy will result in termination of the contract and may not be eligible for future contract awards.

The undersigned hereby acknowledges, understands, and agrees to abide by this policy.

Signature: _____ Date: _____

Printed Name: _____

ROWAN COUNTY PROCUREMENT POLICY
REVISED SEPTEMBER 20, 2021

ATTACHMENT E

Acknowledgment of Procurement Policy

The undersigned hereby acknowledges, understands, and agrees to abide by this policy.

Signature: _____ Date: _____

Printed Name: _____

Rowan County Purchasing Department

130 West Innes Street, Salisbury, NC 28144

Phone (704) 216-8100 FAX (704) 216-8166

To: Rowan County Board of Commissioners
Aaron, Church, County Manager

From: Anna Bumgarner, Director of Purchasing/Contract Administration

Re: Award of Contract to Carolina Siteworks for Rowan County Roadway Project

Date: September 20, 2021

Rowan County with McGill Associates held a public bid for the Rowan County Roadway Project to construct a paved industrial road providing public access to the Rowan County Dog Adoption Cent and Animal Shelter that also includes public water and sewer extensions. The public bid opening was held on August 24, 2021. After receiving only one (1) bid on August 24, the project was re-advertised and a total of two (2) bids were received for the September 9, 2021 re-bid of the subject project. Carolina Siteworks, Incorporated of China Grove, North Carolina, submitted the lowest responsive, responsible bid with a base bid amount of \$480,520.00, and Alternate 1 bid amount of \$400,000.00, for a total bid amount of \$880,520.00. It is also recommended by McGill Associates to include an additional 10% reserve contingency. This would bring the total cost of this project to \$968,572. This project is not currently budgeted so a budget amendment will be coming to the Board at a later date.

Attached is the Project Award Recommendation and Certified Bid Tab from McGill Associates and the proposed contract with Carolina Siteworks.

Recommendation: Recommendation is for the Board to allow the County Manager to enter into a contract with Carolina Siteworks, Inc for the Rowan County Roadway Project for an amount not to exceed \$968,572.



September 13, 2021

Mr. Aaron Church, County Manager
Rowan County
130 West Innes Street
Salisbury, North Carolina 28144

RE: Award Recommendation
Rowan County Roadway Project
Rowan County, North Carolina

Dear Mr. Church:

The public bid opening for the Rowan County Roadway project was held on August 24, 2021. After receiving only one (1) bid on August 24, the project was re-advertised and a total of two (2) bids were received for the September 9, 2021 re-bid of the subject project. Carolina Siteworks, Incorporated of China Grove, North Carolina, submitted the lowest responsive, responsible bid with a base bid amount of \$480,520.00, and Alternate 1 bid amount of \$400,000.00, for a total bid amount of \$880,520.00.

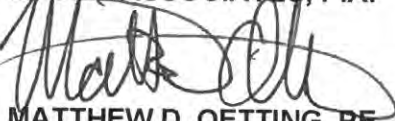
We recommend award of this project to Carolina Siteworks, Incorporated based on the following information:

- Carolina Siteworks, Incorporated is appropriately licensed with the North Carolina General Contractor Board
- Carolina Siteworks, Incorporated has successfully completed projects of this nature

We also recommend that the County establish contingency funds in the amount of 10% of contract price to cover unforeseen changes that may become necessary throughout the construction phase of this project.

Enclosed for your use is the certified bid tabulation. If you have any questions or comments, please do not hesitate to contact us at (828) 328-2024.

Sincerely,
McGILL ASSOCIATES, P.A.



MATTHEW D. OETTING, PE
Project Manager

Enclosures: Certified Bid Tabulation

L:\Hickory\Projects\2018 PROJECTS\18.01404 - Rowan Co - Access Road from Julian Rd\03_Bid Phase\AC 2021-09-13 Roadway Award Letter.docx

BID TABULATION

**ROWAN COUNTY ROADWAY
ROWAN COUNTY**

Thursday, September 9, 2021; 2:00 pm local time
Salisbury, North Carolina

BIDDERS	BASE BID	ALTERNATE 1	TOTAL BID
NJR Group, Inc.	\$925,000.00	\$800,000.00	\$1,725,000.00
Carolina Siteworks, Inc.	\$480,520.00	\$400,000.00	\$880,520.00



1240 19th Street Lane, NW
Hickory, North Carolina 28603

This is to certify that the bids tabulated herein were publicly opened and read aloud at 2:00 p.m. on the 9th day of September 2021, in the J. Newton Cohen, Sr. Room on the second floor of the J. Newton Cohen, Sr. Rowan County Administration Building, 130 West Innes Street, Salisbury, North Carolina and that said bids were accompanied by acceptable certified checks or bidder's bonds in the amount of 5% of the bid.



FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT _____
Carolina Siteworks, Inc. _____ as
principal, and Merchants National Bonding, Inc. _____, as surety, who is
duly licensed to act as surety in North Carolina, are held and firmly bound unto
County of Rowan _____ as obligee,
in the penal sum of Five Percent of Amount Bid 5% DOLLARS, lawful money of
the United States of America, for the payment of which, well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

Signed, sealed and dated this 9th day of September, 2021

WHEREAS, the said principal is herewith submitting proposal for
Rowan County Roadway Project, Salisbury, NC
and the principal desires to file this bid bond in lieu of making the cash deposit as required
by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that
if the principal shall be awarded the contract for which the bid is submitted and shall
execute the contract and give bond for the faithful performance thereof within ten days after
the award of same to the principal, then this obligation shall be null and void; but if the
principal fails to so execute such contract and give performance bond as required by G.S.
143-129, the surety shall, upon demand, forthwith pay to the obligee the amount set forth in
the first paragraph hereof. Provided further, that the bid may be withdrawn as provided by
G.S. 143-129.1

Carolina Siteworks, Inc. _____ (SEAL)

By: John D. Sull _____ (SEAL)

_____ (SEAL)

Merchants National Bonding, Inc. _____ (SEAL)

By: Wendy E Lahm _____ (SEAL)
Wendy E Lahm Attorney-in-Fact



MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Wendy E Lahm

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

Surety Bond #: Bid Bond
Principal: Carolina Siteworks, Inc.
Obligee: County of Rowan

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 9th day of September, 2021.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 9th day of September, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason

Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 9th day of September, 2021.



William Warner Jr.
Secretary

BID FORM

Rowan County Roadway Project

18.01404

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ARTICLE 1 – BID RECIPIENT

This Bid is submitted to:

Rowan County
Attn: Aaron Church, County Manager
130 West Innes Street
Salisbury, North Carolina 28144

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the date of the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>8-20-21</u>
<u>2</u>	<u>8-26-21</u>
<u>3</u>	<u>9-8-21</u>

- B. Bidder has visited the Project Site and has become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures, including Underground Facilities, at or contiguous to the Site which have been included as a part of the Contract Documents.

- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder or, if no written response was made by Engineer, that Bidder has resolved the issue to its satisfaction prior to the submittal of its Bid.
- J. The Bidding Documents are sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.
- L. Bidder has not relied upon any information provided by the Engineer except information which is part of the Bidding Documents and is in writing and in the form of a formal addendum.
- M. The submission of a Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Bid Documents and the Instructions to Bidders, and that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

LUMP SUM BASE BID

Generally consists of the following work as shown and noted on the Drawings and Summary Specification 011000:

- All roadway and drainage improvements from Julian Road to roadway station 15+71
- Sewer extension work from approximate roadway stations 12+00 through 18+25
- Re-routing of animal shelter sewer service and connection to new sewer extension
- All water line extension work from Julian Road to roadway station 15+71

Lump Sum Base Bid Price: Four hundred eighty thousand five hundred
twenty + 00/100
dollars

(words)

(\$ 480,520.00)
(numbers)

ALTERNATES:

The lump sum alternate bid amounts entered below may be considered at the time of contract award at the Owner's discretion. The Owner reserves the right to select any combination of the Base Bid and Alternate Bid Items.

1. Add Alternate Bid Item 1

Generally consists of the following work as shown and noted on the Drawings and Summary Specification 011000 and Alternates Specification 12300:

- All roadway and drainage improvements from roadway station 15+71 to Corporate Center Drive, including stream flow pumping/diversion and undercutting-replacement of unsuitable soils, and stream channel restoration for road crossing construction.
- Sewer replacement work at approximate roadway station 12+00, including sewer flow pumping during sewer replacement work.
- All water line extension work from roadway station 15+71 to Corporate Center Drive.

Add 120 calendar days to the Contract Times for the Work to be substantially complete and ready for final payment in accordance with the Modified General Conditions. The alternate bid amount entered below shall be **added** to the lump sum base bid amount.

Amount (in numbers): \$ 400,000.00

UNIT PRICE ITEMS FOR CHANGES IN SCOPE

Bidder shall provide unit prices for the following items to complete the work in accordance with Contract Documents. The unit prices below shall include all labor, materials, overhead, profit, insurance, taxes, etc. to complete the finished work in place. The following items will be used to determine pricing if the Owner chooses to change the scope of work not shown on the Contract Drawings.

UNIT PRICE ITEMS FOR CHANGES IN SCOPE			
ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
1	ABC Stone	Ton	45.00
2	119.0C Asphalt	Ton	110.00
3	S9.5C Asphalt	Ton	120.00
4	S9.5C Asphalt	Ton	120.00
5	2'-6" Curb and Gutter	LF	20.00
6	8" DIP Class 350 Water Line	LF	70.00
7	8" DIP Sewer	LF	88.00
8	Erosion Control Matting	SY	4.00
9	Class B Stone	Ton	50.00
10	Class 2 Stone	Ton	75.00
11	Silt Fence	LF	4.50
12	Seeding	AC	3533.00

Unit prices quoted and accepted shall apply throughout the life of the contract and to be used if the scope of the work as defined in the base bid changes. Unit prices shall be applied, as appropriate, to compute the total value of changes in scope of the work all in accordance with the Contract Documents. Fill in all blank amounts. The failure to include Unit Price amounts may result in disqualification of the bid.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within **130** calendar days after the date when the Contract Times commence to run as provided in the Modified General Conditions, and will be completed and ready for final payment in accordance with the Modified General Conditions within **150** calendar days after the date when the Contract Times commence to run.

- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:
- A. Required Bid security in the form of 5% bid bond or 5% bid deposit of bid total
 - B. List of Proposed Subcontractors
 - C. List of Project References
 - D. Required Bidder Qualification Statement with Supporting Data
 - E. Affidavit of Non-Collusion
 - F. E-Verify

ARTICLE 8 – BID SUBMITTAL

This Bid Submitted By:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: CAROLINA SITEWORKS, INC. (SEAL)

State of Incorporation: NC

Type (General Business, Professional, Service, Limited Liability): CONTRACTOR

By: John D. Shell
(Signature -- attach evidence of authority to sign)

Name (typed or printed): John D. Shell

Title: President (CORPORATE SEAL)

John J. Ruddy III

Attest _____

Date of Authorization to do business in /State Where Project is Located/ is _____

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address PO Box 280

China Grove NC 28023

Phone No. 704-855-7485 Fax No. 704-855-9676

SUBMITTED on 9-9, 2021

State Contractor License No. 45224

BID BOND

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

BIDDER (Name and Address):

SURETY (Name, and Address of Principal Place of Business):

OWNER (Name and Address):

Rowan County
130 W. Innes Street
Salisbury, North Carolina 28144

BID

Bid Due Date:

Description (Project Name— Include Location): Rowan County Roadway Project – Rowan County, NC

BOND

Bond Number:

Date:

Penal sum

\$

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

(Seal)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Signature

By:

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Signature

Attest:

Signature

Title

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

QUALIFICATIONS STATEMENT

Prepared by



Issued and Published Jointly by



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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.atec.org

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QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT
PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm:

CAROLINA SITEWORKS, INC.

Address:

PO Box 280

CHINA GROVE NC 28023

2. SUBMITTED TO:

COUNTY OF ROWAN

3. SUBMITTED FOR:

ROWAN COUNTY ROADWAY PROJECT

Owner:

COUNTY OF ROWAN

Project Name:

ROWAN COUNTY ROADWAY PROJECT

TYPE OF WORK:

ROADWAY, WATER + SEWER LINES

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person:

DARRELL SHELL

Title:

PRESIDENT

Phone:

704. 855 - 7483

Email:

darrell@carolinasiteworksinc.com

5. **AFFILIATED COMPANIES:**

Name:

N/A

Address:

6. **TYPE OF ORGANIZATION:**

☐

SOLE PROPRIETORSHIP

Name of Owner:

Doing Business As:

Date of Organization:

☐

PARTNERSHIP

Date of Organization:

Type of Partnership:

Name of General Partner(s):

☒

CORPORATION

State of Organization:

NC

Date of Organization:

MARCH 1999

Executive Officers:

- President:

DARRELL SHELL

- Vice President(s):

JOHN J. REILLY III

- Treasurer:

- Secretary:

☐ LIMITED LIABILITY COMPANY

State of Organization:

Date of Organization:

Members:

☐ JOINT VENTURE

Sate of Organization:

Date of Organization:

Form of Organization:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

7. LICENSING

Jurisdiction: NC

Type of License: GENERAL CONTRACTOR

License Number: 45224

Jurisdiction: _____

Type of License: _____

License Number: _____

8. CERTIFICATIONS

CERTIFIED BY: _____

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

9. BONDING INFORMATION

Bonding Company: MERCHANTS NATIONAL BONDING, INC.

Address: _____

Bonding Agent: MARSH MCLENNAN AGENCY

Address: 5605 CARNEGIE BLVD

SUITE 300

CHARLOTTE NC 28209

Contact Name: MARTIN PALLAZA

Phone: 704-904-7065

Aggregate Bonding Capacity: \$10 million

Available Bonding Capacity as of date of this submittal: \$7 million

10. FINANCIAL INFORMATION

Financial Institution:

FIFTH THIRD BANK

Address:

871 CHURCH ST. N

CONCORD NC 28025

Account Manager:

ERIC IRWIN

Phone:

704-618-3237

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE
LAST 3 YEARS

WND

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: Jackie Reilly

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.
NONE

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.
NONE

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	<u>2021</u>	EMR	<u>0.78</u>
YEAR	<u>2020</u>	EMR	<u>0.78</u>
YEAR	<u>2019</u>	EMR	<u>1.09</u>
YEAR	<u>2018</u>	EMR	<u>1.10</u>
YEAR	<u>2017</u>	EMR	<u>1.11</u>

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	<u>2020</u>	TRFR	<u>0</u>
YEAR	<u>2019</u>	TRFR	<u>0</u>
YEAR	<u>2018</u>	TRFR	<u>0</u>
YEAR	<u>2017</u>	TRFR	<u>0</u>
YEAR	<u>2016</u>	TRFR	<u>0</u>

Total number of man-hours worked for the last 5 Years:

YEAR	<u>2020</u>	TOTAL NUMBER OF MAN-HOURS	<u>63,573</u>
YEAR	<u>2019</u>	TOTAL NUMBER OF MAN-HOURS	<u>68,617</u>
YEAR	<u>2018</u>	TOTAL NUMBER OF MAN-HOURS	<u>63,518</u>
YEAR	<u>2017</u>	TOTAL NUMBER OF MAN-HOURS	<u>56,847</u>
YEAR	<u>2016</u>	TOTAL NUMBER OF MAN-HOURS	<u>52,835</u>

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	<u>2020</u>	DART	<u>Ø</u>
YEAR	<u>2019</u>	DART	<u>Ø</u>
YEAR	<u>2018</u>	DART	<u>Ø</u>
YEAR	<u>2017</u>	DART	<u>Ø</u>
YEAR	<u>2016</u>	DART	<u>Ø</u>

13. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: CAROLINA SITEWORKS, INC.

BY: John D. Gill

TITLE: PRESIDENT

DATED: 8-24-21

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 24th DAY OF August, 2021

NOTARY PUBLIC - STATE OF NC

MY COMMISSION EXPIRES: 10/17/2024

Christina R Miller
Notary Public



REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 13.
8. Additional items as pertinent.

SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
BROWN CENTER ROUNDA BOUT	Name: RICK BLAT PE Address: Telephone: 704-920-5403	Name: RICK BLAT PE Company: Telephone:	3-2021	GRADING STORM DRAIN ASPHALT PAVING CONCRETE	IN PROGRESS	930,799 ⁰⁰
TREVI VILLAGE TURN LANE	Name: DENNIS BRITTAIN Address: Telephone: 704-941-0817	Name: Cole JENSEN + STONE Company: Telephone: 704-367-1555	8-26-20	GRADING STORM DRAIN ASPHALT PAVING CONCRETE	IN PROGRESS	2,222,425 ⁰⁰
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
FALL 2020 WATER LINES	Name: RICK BLAT PE Address: Telephone: 704-920-3403	Name: RICK BLAT PE Company: Telephone:	4-1-21	WATER LINES ASPHALT REPAIR	Comp.	249,446.00
LANE STREET WATER LINES REPLACEMENT	Name: BRENT YOST Address: Telephone: 704-467-9161	Name: GAUEL + DORN ENGINEERING Company: Telephone: 704-919-1900	12-1-19	WATER LINES SEWER LINES ASPHALT REPAIR CONCRETE	Comp.	3,340,500.00
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE
OVER 30 MAJOR PIECES			
OF EQUIPMENT FOR GRADING,			
STORM DRAIN, WATER LINES,			
SEWER LINES, CURB + GUTTER,			
ASPAALT PAVING AND INCIDENTALS			
2 EQUIPMENT HAULERS			
4 DUMP TRUCKS			

CAROLINA SITEWORKS, INC.
Post Office Box 280
China Grove, North Carolina 28023
Telephone: 704-855-7483
Fax: 704-855-9676

August 23, 2021

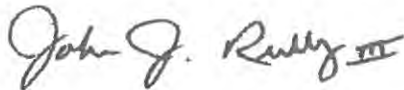
To: County of Rowan

Project: Rowan County Roadway Project

EVIDENCE OF AUTHORITY

John D. Shell is the President of Carolina Siteworks, Inc. (the Company) and is fully authorized to enter into contracts, offer bids, execute documents, and transact any business of the Company that may arise.

Respectfully submitted,

A handwritten signature in black ink that reads "John J. Reilly, III". The signature is written in a cursive style with a clear "III" at the end.

John J. Reilly, III
Vice President
Carolina Siteworks, Inc.

CAROLINA SITEWORKS, INC.
Post Office Box 280
China Grove, North Carolina 28023
Telephone: 704-855-7483
Fax: 704-855-9676

August 23, 2021

To: County of Rowan

Project: Rowan County Roadway Project

PROPOSED SUBCONTRACTORS

Knox Contract Seeding, Inc.
195 Menius Road
China Grove, NC 28023

Scope of Work: Seeding, erosion control matting, silt fence.

Norstar Land Surveying, Inc.
552-B Newell Street
Concord, NC 28025

Scope of Work: Construction surveying.

Concord Engineering & Surveying, Inc.
PO Box 268
Concord, NC 28026

Scope of Work: Materials testing.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "John D. Shell". The signature is fluid and cursive, with the first name "John" and last name "Shell" clearly distinguishable.

John D. Shell
President
Carolina Siteworks, Inc.

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

CORPORATION

The prequalified bidder being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, and that the prequalified bidder intends to do the work with his own bonafide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion affidavit, the Contractor is certifying his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

SIGNATURE OF PREQUALIFIED BIDDER

Carolina Siteworks, Inc.

Full name of Corporation

Po Box 280 China Grove Nc 28023

Address as Prequalified

Attest

John J. Reilly III

Secretary/Assistant Secretary

Select appropriate title

By

J.D. Shell

President/Vice President/Assistant Vice President

Select appropriate title

John J. Reilly III

Print or type Signer's name

J.D. Shell

Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the
10 day of September 2021

Christina R Miller

Signature of Notary Public

of Rowan County

State of Nc

My Commission Expires: 10/17/2024



AFFIDAVIT of COMPLIANCE

With N.C. E-Verify Statutes

STATE OF NORTH CAROLINA

I, J.D. Shell (hereinafter the "Affiant"), duly authorized by and on behalf of Carolina Siteworks, Inc. (hereinafter the "Employer") after being first duly sworn deposes and says as follows:

1. I am the President (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.
2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.
3. ☒ Employer employs 25 or more employees in the State of North Carolina, and is in compliance with the provisions of N.C. Gen. Stat. §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.

 Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. Gen. Stat. §64-26.

4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. Gen. Stat. §64-26.

5. Employer shall keep the Town informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes.

Further this affiant sayeth not.

This the 10th day of September, 2021.
Affiant J.D. Shell

STATE OF NORTH CAROLINA COUNTY OF Rowan

Sworn to and subscribed before me, this the 10 day of September, 2021.

Christina R Miller

[SEAL]

Notary Public

My commission expires: 10/17/2024



DEBARMENT CERTIFICATION OF PREQUALIFIED BIDDER

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation that is file with the Department, or has become erroneous because of changed circumstances.
2. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.
3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.
4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273)* provided by the Department, without subsequent modification, in all lower tier covered transactions.
5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

☐ Check here if an explanation is attached to this certification.

MODIFIED AGREEMENT BETWEEN OWNER AND CONTRACTOR

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

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1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
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**MODIFIED AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Rowan County ("Owner") and
Carolina Siteworks, Inc. ("Contractor").

Effective Date of Agreement: _____

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construction of approximately 500 linear feet of paved industrial road providing public access to the Rowan County Dog Adoption Center and the Rowan County Animal Shelter, and includes approximately 600 linear feet of public sewer extension with manholes and related appurtenances, and approximately 500 linear feet of public water extension with hydrants, valves, and related appurtenances.

Together with construction of approximately 550 linear feet of paved industrial road providing public access between the Rowan County Dog Adoption Center and Corporate Center Drive, and includes approximately 530 linear feet of public water extension with hydrants, valves, and related appurtenances.

ARTICLE 2 – ENGINEER

- 2.01 The Project has been designed by McGill Associates, P.A. (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 – CONTRACT TIMES

- 3.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 *Dates for Substantial Completion and Final Payment*

- A. The Work will be substantially completed within 130 calendar days, and completed and ready for final payment in accordance with the Modified General Conditions within 150 calendar days.

3.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed in accordance with Article 12 of the Modified General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$ 1,000 for each calendar day that expires after the time specified in Paragraph 3.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$1,000 for each calendar day that expires after the time specified in Paragraph 3.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 4 – CONTRACT PRICE

- 4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount equal to the sum of the amounts determined pursuant to Paragraphs 4.01.A, and 4.01.B below:

- A. For lump sum work an amount equal to the percentage completed of specific items of work provided by the Contractor as a schedule of values for the Lump Sum work.
- B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item. The unit price for each item is as supplied in the Bid for the project.

ARTICLE 5 – PAYMENT PROCEDURES

5.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the Modified General Conditions. Applications for Payment will be processed by Engineer as provided in the Modified General Conditions.

5.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during

performance of the Work as provided in Paragraph 5.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the Modified General Conditions (and in the case of Unit Price Work based on the number of units completed).

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the Modified General Conditions.
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 97.5 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the Modified General Conditions and less 2.5 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

5.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the Modified General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 6 – CONTRACTOR'S REPRESENTATIONS

- 6.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has reviewed all General and Supplementary Conditions applicable to the Work.
 - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and

observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 6.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 – MISCELLANEOUS

7.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the Modified General Conditions and the Supplementary Conditions.

7.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

7.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

7.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

7.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 7.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 Contents

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 through 7, inclusive).
 2. Performance bond (pages through , inclusive).
 3. Payment bond (pages through , inclusive).
 4. Other bonds (pages N/A through N/A, inclusive).
 5. Notice of Award (pages 1 through 1, inclusive).
 6. Modified General Conditions (pages 1 through 82, inclusive).
 7. Supplementary Conditions (pages 1 through 1, inclusive).
 8. Specifications as identified in the table of contents of the bound Project Manual.
 9. Drawings consisting of 22 sheets with each sheet bearing the following general title: Rowan County Roadway Project
 10. Addenda (numbers 1 through 3, inclusive).
 11. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 through 32, inclusive).
 12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 through 1, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 8.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 8.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the Modified General Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

OWNER:

Rowan County

By: _____

Title: Aaron Church, County Manager

Attest: _____

Title: _____

Address for giving notices:

Rowan County

130 West Innes Street

Salisbury, North Carolina 28144

Pre-Audit Statement: This instrument has been preaudited in the manner required by the Local Budget and Fiscal Control Act as amended.

By: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

Title: _____

Date: _____

CONTRACTOR

Carolina Siteworks, Inc.

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

License No.: _____

Agent for service of process:

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Carolyn Barger, Clerk to the Board
DATE: September 22, 2021
SUBJECT: Thanksgiving Office Hours

ATTACHMENTS:

Description

Memorandum

Upload Date

9/22/2021

Type

Cover Memo



Rowan County Board of Commissioners
130 West Innes Street, Salisbury, NC 28144
(704) 216-8180

To: Rowan County Board Commissioners

From: Carolyn Barger, Clerk to the Board

Date: September 22, 2021

Subject: Thanksgiving Office Hours

Rowan County Government has historically closed at 1:00 p.m. on the day before Thanksgiving due to road closings for the holiday parade, which travels through both downtown Spencer and Salisbury.

The Board is asked to consider allowing County offices to close at 1:00 p.m. on November 24, 2021. The early closing represents a five (5) hour workday and employees must work the full five (5) hours (no lunches) to receive credit for the full day. All Department Directors will be responsible for ensuring their office remains staffed and fully operational until 1:00 p.m.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Ed Muire, Planning Director
DATE: September 24, 2021
SUBJECT: Long Ferry Rd Study Authorization

REQUEST

At its May 17, 2021 meeting, the Commission authorized Staff to develop an RFQ to solicit bids from consulting engineering firms for a study of the Long Ferry Rd corridor. The accompanying Request for Letters of Interest (RFLOI) is NCDOT's version of an RFQ which must be used in solicitation, as eighty percent (80%) of the study cost will be provided by NCDOT funds routed through the Cabarrus-Rowan MPO.

The RFLOI scope and content has been reviewed by district, division and statewide NCDOT staff and received approval to proceed. The study has received \$30,000 from the CRMPO which will commit the County to \$7500 for its portion (20%) of the cost.

As the City of Concord is the Lead Planning Agency for oversight of the CRMPO, all program funding for locally administered projects is managed by the City. Prior to letting the RFLOI, the County must enter a reimbursement agreement with the City of Concord to ensure the RFLOI cost will be reimbursed to Rowan County.

RECOMMENDATION

1. Authorize Staff to work with the City of Concord in developing the Reimbursement Agreement
2. Allocate \$7500 Funding or Authorize Budget Amendment
3. Authorize pre-audit of the agreement by Finance
4. Authorize County Manager to enter into the Reimbursement Agreement with the City of Concord
5. Authorize Purchasing / Planning to let the RFLOI for the Long Ferry Rd corridor

ATTACHMENTS:

Description	Upload Date	Type
Long Ferry Rd RFLOI	9/24/2021	Backup Material
CRMPO Funding Allocation	9/24/2021	Backup Material

Advertised: **November 1, 2021**

Rowan County

REQUEST for LETTERS of INTEREST (RFLOI)

Long Ferry Road Corridor Study

TITLE: **Long Ferry Road Corridor Study**

ISSUE DATE: **November 1, 2021**

SUBMITTAL DEADLINE: **November 15, 2021**

ISSUING AGENCY: **Rowan County**

SYNOPSIS

SUBCONSULTANTS ARE PERMITTED UNDER THIS CONTRACT.

This contract shall be partially reimbursed with Federal-aid funding through the North Carolina Department of Transportation (hereinafter referred to as the Department). The solicitation, selection, and negotiation of a contract shall be conducted in accordance with all Department requirements and guidelines.

The primary and/or subconsultant firm(s) *(if Subconsultants are allowed under this RFLOI)* shall be pre-qualified by the Department to perform **ANY COMBINATION** of the Discipline Codes listed below for the Rowan County. Discipline Codes required are:

- **00045 – Corridor Planning**
- **00141 – Multimodal Transportation Planning**
- **00261 – Long Range Transportation Planning**

WORK CODES for each primary and/or subconsultant firm(s) *(if Subconsultants are allowed under this RFLOI)* SHALL be listed on the respective RS-2 FORMS (see section 'SUBMISSION ORGANIZATION AND INFORMATION REQUIREMENTS').

This RFLOI is to solicit responses (LETTERS of INTEREST, or LOIs) from qualified firms to provide professional consulting services to:

Objective: The Corridor Study will evaluate increases in vehicular and truck traffic and access to several prospective non-residential properties. The Long Ferry Road corridor plan will help determine the best traffic control methods to supplement the overall street network.

Goals: The County will endeavor to:

1. Identify ways to increase traffic safety, mobility, and comfort
2. Identify traffic problems, and explore cost-effective solutions
3. Explore traffic calming solutions
4. Identify solutions for increasing truck traffic

Electronic LOIs should be submitted in .pdf format using software such as Adobe, CutePDF, PDF Writer, Docudesk deskPDF, etc.

LOIs SHALL be received **electronically no later than 5:30pm October 15th, 2021.**

The address for electronic deliveries is: *Ed.Muire@rowancountync.gov*

The address for mailings is:

**Mr. Ed Muire
Planning Director
Rowan County
402 N. Main Street
Salisbury, NC 28144**

The address for hand-deliveries is:

**Rowan County Planning
402 N. Main Street
Salisbury, NC 28144**

LOIs received after this deadline will not be considered.

Except as provided below any firm wishing to be considered must be properly registered with the Office of the Secretary of State and with the North Carolina Board of Examiners for Engineers and Surveyors. Any firm proposing to use corporate subsidiaries or subcontractors must include a statement that these companies are properly registered with the North Carolina Board of Examiners for Engineers and Surveyors and/or the NC Board for Licensing of Geologists. The Engineers performing the work and in responsible charge of the work must be registered Professional Engineers in the State of North Carolina and must have a good ethical and professional standing. It will be the responsibility of the selected private firm to verify the registration of any corporate subsidiary or subcontractor prior to submitting a Letter of Interest. Firms which are not providing engineering services need not be registered with the North Carolina Board of Examiners for Engineers and Surveyors. Some of the services being solicited

may not require a license. It is the responsibility of each firm to adhere to all laws of the State of North Carolina.

The firm must have the financial ability to undertake the work and assume the liability. The selected firm(s) will be required to furnish proof of Professional Liability insurance coverage in the minimum amount of \$1,000,000.00. The firm(s) must have an adequate accounting system to identify costs chargeable to the project.

SCOPE OF WORK

Rowan County is soliciting proposals for the services of a firm/team for the following contract scope of work:

PROPOSED CONTRACT SCOPE

ROWAN COUNTY

Long Ferry Road Corridor Study

Objective: The Corridor Study will evaluate increases in vehicular and truck traffic and access to several prospective non-residential properties. The Long Ferry Road corridor plan will help determine the best traffic control methods to supplement the overall street network.

Goals: The County will endeavor to:

1. Identify ways to increase traffic safety, mobility, and comfort
2. Identify traffic problems, and explore cost-effective solutions
3. Explore traffic calming solutions
4. Identify solutions for increasing truck traffic

Scope of Work

The following Scope of Work is intended to guide preparation of the Long Ferry Road Corridor Study. This Scope of Work is intended to provide a general framework for this study. The County expects that the Final Scope of Work will reflect modifications made based upon staff discussions with the consultant selected to prepare the study.

- I. **INTRODUCTION AND PLANNING CONTEXT** - Provide overview of study area, including historical development, previous planning efforts and long-range land use and transportation planning context.

II. ASSESSMENT OF EXISTING CONDITIONS (Land use and transportation)

1. Land Use

Objective: Inventory existing land use conditions within the Study Area, including:

- Land use – non-residential, residential, industrial, and >500 acres for potential economic development trending toward distribution / warehousing
- Current Zoning – Identify current zoning districts (including overlays)
- Future Land Use – Show future land use and potential operational demands on Long Ferry Road

Work Product: GIS layered maps, tables and narrative depicting existing land use conditions

2. Transportation

Objective: Inventory existing transportation system within the Study Area, including:

- Current capacity of Long Ferry Rd (SR 2120) corridor
- Rail/grade separation project (R172384)
- Chewy (1500 employees) and truck trips
- Duke Energy / Coal Ash remediation truck trips
- Utilizing existing NCDOT traffic count data to estimate or model travel patterns (ADT, O/D) within and adjacent to Study Area.
- Identify location/type of all access drives

Work Product: GIS layered maps, tables and narrative depicting existing transportation conditions

III. FUTURE CONDITIONS ANALYSIS (Land use and transportation)

Objective: Identify future conditions within Study Area, based on assessment of existing conditions, including:

- Suggest policy recommendations based on Town of Spencer's future land use map in combination with Rowan County's desire for job creation, tax base, and economic growth
- Cross-section(s) based on future demand
- Access management
- Change in alignment (if necessary)

Work Product: Public Input Meetings, GIS layered maps, tables and narrative detailing future conditions. Market analysis. Presentation of Findings to the County Commission

PROPOSED CONTRACT TIME: Six (6) Months

PROPOSED CONTRACT PAYMENT TYPE: Lump Sum

SUBMITTAL REQUIREMENTS

All LOIs are limited to 10 pages (RS-2 forms are not included in the page count) inclusive of the cover sheet, and shall be typed on 8-1/2" x 11" sheets, single-spaced, one-sided.

Fold out pages are not allowed. In order to reduce costs and to facilitate recycling; binders, dividers, tabs, etc. are prohibited. One staple in the upper left-hand corner is preferred.

LOIs containing more than 10 pages will not be considered.

Three (3) total copies of the LOI should be submitted.

Firms submitting LOIs are encouraged to carefully check them for conformance to the requirements stated above. If LOIs do not meet ALL of these requirements they will be disqualified. No exception will be granted.

SELECTION PROCESS

Following is a general description of the selection process:

- Rowan County's Selection Committee will review all qualifying LOI submittals.
- For Limited Services Contracts (On-Call type contracts), the Rowan County Selection Committee MAY, at Rowan County's discretion, choose any number of firms to provide the services being solicited.
- For Project-Specific Contracts (non On-Call type contracts), Rowan County's Selection Committee MAY, at Rowan County's discretion, shortlist a minimum of three (3) firms to be interviewed. IF APPLICABLE, dates of shortlisting and dates for interviews are shown in the section SUBMISSION SCHEDULE AND KEY DATES at the end of this RFLOI.
- In order to be considered for selection, consultants must submit a complete response to this RFLOI prior to the specified deadlines. Failure to submit all information in a timely manner will result in disqualification.

TITLE VI NONDISCRIMINATION NOTIFICATION

Rowan County in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all RESPONDENTS that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to

submit LETTERS of INTEREST (LOIs) in response to this ADVERTISEMENT and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

SMALL PROFESSIONAL SERVICE FIRM (SPSF) PARTICIPATION

The Department encourages the use of Small Professional Services Firms (SPSF). Small businesses determined to be eligible for participation in the SPSF program are those meeting size standards defined by Small Business Administration (SBA) regulations, 13 CFR Part 121 in Sector 54 under the North American Industrial Classification System (NAICS). The SPSF program is a race, ethnicity, and gender neutral program designed to increase the availability of contracting opportunities for small businesses on federal, state or locally funded contracts. SPSF participation is not contingent upon the funding source.

The Firm, at the time the Letter of Interest is submitted, shall submit a listing of all known SPSF firms that will participate in the performance of the identified work. The participation shall be submitted on the Department's Subconsultant Form RS-2. RS-2 forms may be accessed on the Department's website at [NCDOT Connect Guidelines & Forms](#).

The SPSF must be qualified with the Department to perform the work for which they are listed.

PREQUALIFICATION

The Department maintains on file the qualifications and key personnel for each approved discipline, as well as any required samples of work. Each year on the anniversary date of the company, the firm shall renew their prequalified disciplines. If your firm has not renewed its application as required by your anniversary date or if your firm is not currently prequalified, please submit an application to the Department **prior to submittal of your LOI**. An application may be accessed on the Department's website at [Prequalifying Private Consulting Firms](#) -- Learn how to become Prequalified as a Private Consulting Firm with NCDOT. Having this data on file with the Department eliminates the need to resubmit this data with each letter of interest.

Professional Services Contracts are race and gender neutral and do not contain goals. However, the Respondent is encouraged to give every opportunity to allow Disadvantaged, Minority-Owned and Women-Owned Business Enterprises (DBE/MBE/WBE) subconsultant utilization on all LOIs, contracts and supplemental agreements. The Firm, subconsultant and subfirm shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract.

DIRECTORY OF FIRMS AND DEPARTMENT ENDORSEMENT

Real-time information about firms doing business with the Department, and information regarding their prequalifications and certifications, is available in the Directory of Transportation Firms. The Directory can be accessed on the Department's website at [Directory of Firms](#) -- Complete listing of certified and prequalified firms.

The listing of an individual firm in the Department's directory shall not be construed as an endorsement of the firm.

SELECTION CRITERIA

All prequalified firms who submit responsive letters of interest will be considered.

In selecting a firm/team, the selection committee will take into consideration qualification information including such factors as:

1. **40%** = Corridor Study Experience
2. **20%** = Qualification of Staff
3. **20%** = Methodology
4. **20%** = Availability of Key Staff.

After reviewing qualifications, if firms are equal on the evaluation review, then those qualified firms with proposed SPSF participation will be given priority consideration.

SUBMISSION ORGANIZATION AND INFORMATION REQUIREMENTS

The LOI should be addressed to **Mr. Ed Muire, Planning Director 402 N. Main Street Salisbury, NC 28144** and must include the name, address, telephone number, and e-mail address of the prime consultant's contact person for this RFLOI.

The LOI must also include the information outlined below:

Chapter 1 - Introduction

The Introduction should demonstrate the consultant's overall qualifications to fulfill the requirements of the scope of work and should contain the following elements of information:

- Expression of firm's interest in the work;
- Statement of whether firm is on register;
- Date of most recent private engineering firm qualification;
- Statement regarding firm's(') possible conflict of interest for the work; and
- Summation of information contained in the letter of interest.

Chapter 2 - Team Qualifications

This chapter should elaborate on the general information presented in the introduction, to establish the credentials and experience of the consultant to undertake this type of effort. The following must be included:

1. Identify recent, similar projects the firm, acting as the prime contractor, has conducted which demonstrates its ability to conduct and manage the project. Provide a synopsis of each project and include the date completed, and contact person.
2. If subconsultants are involved, provide corresponding information describing their qualifications as requested in bullet number 1 above.

Chapter 3 - Team Experience

This chapter must provide the names, classifications, and location of the firm's North Carolina employees and resources to be assigned to the advertised work; and the professional credentials and experience of the persons assigned to the project, along with any unique qualifications of key personnel. Although standard personnel resumes may be included, identify pertinent team experience to be applied to this project. Specifically, the Department is interested in the experience, expertise, and total quality of the consultant's proposed team. If principals of the firm will not be actively involved in the study/contract/project, do not list them. The submittal shall clearly indicate the Consultant's Project Manager, other key Team Members and his/her qualifications for the proposed work. Also, include the team's organization chart for the Project / Plan. A Capacity Chart / Graph (available work force) should also be included. Any other pertinent information should also be listed in this section.

Note: If a project team or subconsultant encounters personnel changes, or any other changes of significance dealing with the company, NCDOT should be notified immediately.

Chapter 4 - Technical Approach

The consultant shall provide information on its understanding of, and approach to accomplish, this project, including their envisioned scope for the work and any innovative ideas/approaches, and a schedule to achieve the dates outlined in this RFLOI (if any project-specific dates are outlined below).

PROJECT MILESTONES and DATES (IF APPLICABLE). -- IF NOT, DELETE FIELD.

APPENDICES-

CONSULTANT CERTIFICATION Form RS-2

Completed Form RS-2 forms SHALL be submitted with the firm's letter of interest. This section is limited to the number of pages required to provide the requested information.

Submit Form RS-2 forms for the following:

- **Prime Consultant firm**
 - Prime Consultant Form RS-2 Rev 1/14/08; and
- **ANY/ALL Subconsultant firms** (*If Subconsultants are allowed under this RFLOI*) to be, or anticipated to be, utilized by your firm.
 - Subconsultant Form RS-2 Rev 1/15/08.
 - In the event the firm has no subconsultant, it is required that this be indicated on the Subconsultant

Form RS-2 by entering the word “None” or the number “ZERO” and signing the form.

Complete and sign each Form RS-2 (instructions are listed on the form).

The required forms are available on the Department’s website at:

<https://connect.ncdot.gov/business/consultants/Pages/Guidelines-Forms.aspx>

[Prime Consultant Form RS-2](#)

[Subconsultant Form RS-2](#)

All submissions, correspondence, and questions concerning this RFLOI should be directed to Ed Muire, Planning Director 402 N. Main Street Salisbury, NC 28144.

Questions may be submitted electronically only, to the contact above. Responses will be issued in the form of an addendum available to all interested parties. Interested parties should also send a request, by email only, to the person listed above to be placed on a public correspondence list to ensure future updates regarding the RFLOI or other project information can be conveyed. Questions must be submitted to the person listed above no later than October 8 , 2021. The last addendum will be issued no later than October 14, 2021.

SUBMISSION SCHEDULE AND KEY DATES

RFLOI Release – **November 1st, 2021**

Deadline for Questions – **November 8th, 2021**

Deadline for LOI Submission – **November 15th, 2021**

Firm Selection and Notification **** - November 29th, 2021**

Anticipated Notice to Proceed - **TBD**

* Notification will **ONLY** be sent to shortlisted firms.

** Notification will **ONLY** be sent to selected firms.

RESOLUTION

TO APPROVE AMENDMENT #1 OF THE FY 2021-2022 UNIFIED PLANNING WORK PROGRAM OF THE CABARRUS-ROWAN URBAN AREA

August 25, 2021

A motion was made by TAC Member Blake Kiger and seconded by TAC Member Karen Alexander for the adoption of the following resolution, and upon being put to a vote was duly adopted.

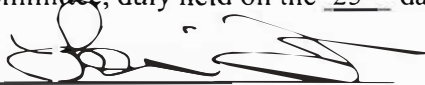
WHEREAS, A comprehensive and continuing transportation planning program must be carried out cooperatively in order to ensure that funds for transportation planning projects are effectively allocated to the Cabarrus-Rowan MPO and its member governments and the North Carolina Department of Transportation; and

WHEREAS, The Cabarrus-Rowan MPO requests an amendment to the 2021-2022 UPWP to obligate \$30,000 of the MPO's Section 104(f) planning funds for FY 2021-2022 for the Rowan County Long Ferry Road Corridor Study; and

WHEREAS, Members of the Transportation Advisory Committee agree that the Unified Planning Work Program changes effectively advance the transportation planning for 2021-2022.

Now, therefore, be it resolved that the Transportation Advisory Committee hereby endorses Amendment #1 of the Cabarrus-Rowan Urban Area Unified Planning Work Program for the FY 2021-2022.

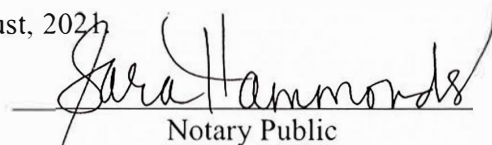
I, Lori Furr, Transportation Advisory Committee Chair, do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the Cabarrus-Rowan Urban Area Transportation Advisory Committee, duly held on the 25th day of August, 2021.



Signature of TAC Chair

Cabarrus-Rowan Metropolitan Planning Organization

Subscribed and sworn to me this 25th day of August, 2021



Notary Public



FY 2021-22 UPWP Budget Amendment #1 – Section 104

Current UPWP Budget

II-B-3 Special Studies \$60,000

2050 MTP Update

Amended UPWP Budget

II-B-3 Special Studies \$60,000

Rowan County Long Ferry Road Corridor Study \$30,000

2050 MTP Update \$30,000

Cabarrus-Rowan MPO FY 2021-2022 UPWP

FTA CODE	TASK CODE	TASK DESCRIPTION	MPO Planning and Admin - PL104			Transit Planning - 5303				SECTION 5307				TIGER II			STP-DA Flex Funds			
			Local 20%	Federal 80%	TOTAL	Local (10%)	State (10%)	Federal (80%)	Fund Total	Local	State	FTA 80%	5307 Total	Local	Federal	TIGER	Project	Local	Federal	STP-DA Flex Total
	II-A	Data and Planning Support	\$ 11,139	\$ 44,556	\$ 55,695	\$9,575	\$9,575	\$76,601	\$95,751											
44.24.00	II-A-1	Networks and Support Systems	\$ 3,900	\$ 15,600	\$ 19,500	\$9,575	\$9,575	\$76,601	\$95,751											
44.23.01	II-A-2	Travelers and Behavior	\$ 3,800	\$ 15,200	\$ 19,000															
44.23.02	II-A-3	Transportation Modeling	\$ 3,439	\$ 13,756	\$ 17,195															
	II-B	Planning Process	\$ 43,320	\$ 173,280	\$ 216,600															
44.23.02	II-B-1	Targeted Planning	\$ 8,160	\$ 32,640	\$ 40,800															
44.23.01	II-B-2	Regional Planning	\$ 9,160	\$ 36,640	\$ 45,800															
44.27.00	II-B-3	Special Studies	26,000	\$ 104,000	\$ 130,000															
		Town of China Grove Main Street Study - consultant	11,000	\$ 44,000	\$ 55,000															
		Rowan County Long Ferry Rd Study - consultant	7,500	\$ 30,000	\$ 37,500															
		2050 MTP Update - consultant	7,500	\$ 30,000	\$ 37,500															
	III-A	Planning Work Program	\$ 2,400	\$ 9,600	\$ 12,000															
44.21.00	III-A-1	Planning Work Program	\$ 1,000	\$ 4,000	\$ 5,000															
44.24.00	III-A-2	Metrics and Performance Measures	\$ 1,400	\$ 5,600	\$ 7,000															
	III-B	Transp. Improvement Plan	\$ 3,000	\$ 12,000	\$ 15,000															
44.25.00	III-B-1	Prioritization	\$ 2,100	\$ 8,400	\$ 10,500															
44.25.00	III-B-2	Metropolitan TIP	\$ 650	\$ 2,600	\$ 3,250															
44.25.00	III-B-3	Merger/Project Development	\$ 250	\$ 1,000	\$ 1,250															
	III-C	Cvl Rgts. Cmp./Otr. Reg. Reqs.	\$ 2,750	\$ 11,000	\$ 13,750															
44.27.00	III-C-1	Title VI Compliance	\$ 250	\$ 1,000	\$ 1,250															
44.27.00	III-C-2	Environmental Justice	\$ 500	\$ 2,000	\$ 2,500															
44.27.00	III-C-3	Minority Business Enterprise Planning																		
44.27.00	III-C-4	Planning for the Elderly																		
44.27.00	III-C-5	Safety/Drug Control Planning																		
44.27.00	III-C-6	Public Involvement	\$ 2,000	\$ 8,000	\$ 10,000															
44.27.00	III-C-7	Private Sector Participation																		
	III-D	Statewide & Extra-Regional Planning	\$ 13,980	\$ 55,920	\$ 69,900															
44.27.00	III-D-1	Statewide & Extra-Regional Planning	\$ 13,980	\$ 55,920	\$ 69,900															
	III-E	Management Ops, Program Suppt Admin	\$ 14,200	\$ 56,800	\$ 71,000															
44.27.00		Management Operations	\$ 14,200	\$ 56,800	\$ 71,000															
44.27.00		Program Support Administration	\$ -	\$ -																
	TOTALS		\$ 90,789	\$ 363,156	\$ 453,945	\$9,575	\$9,575	\$76,601	\$95,751	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0	\$0	\$0

AGREEMENT

between

CITY OF CONCORD

and

ROWAN COUNTY, (Sub-recipient Agency)

THIS AGREEMENT is entered into effective as of the ____ day of _____, 2021 , between the Sub-recipient Agency (hereinafter referred to as Sub-recipient) and the City of Concord (“City”).

RECITALS

WHEREAS, City, as lead agency for the Cabarrus-Rowan Metropolitan Planning Organization (“CRMPO”), is designated as the recipient of Federal Highway Administration Funds; and

WHEREAS, the Sub-recipient is a Sub-recipient of Federal funds programmed in CRMPO's Unified Planning Work Program (UPWP), administered by and through CRMPO; and

WHEREAS, City and the Sub-recipient intend to cooperate to carry out certain studies and regional transit planning as more fully set forth in the UPWP; and

WHEREAS, City and the Sub-recipient intend to cooperate to ensure continual satisfactory compliance with applicable Federal and State laws and planning and management guidelines; and

WHEREAS, City and Sub-recipient intend to ensure their respective cost accounting systems meet Federal and State regional planning fund requirements.

NOW THEREFORE, IT IS MUTUALLY AGREED THAT

1. Agreement with the Sub-recipient and Amendments. This Agreement constitutes an agreement between the Sub-recipient and City, and may be amended by mutual written agreement.
 - a. This Agreement is limited in scope for the corridor study set forth in the UPWP.
 - b. City's maximum payment obligation to the Sub-recipient is limited to the \$30,000.00 Federal Highway Administration grant funds.

2. Scope of Sub-recipient Responsibilities.

- a. Sub-recipient shall be responsible for the complete performance of the work described in the UPWP, including the grant-funded and any in-kind match work, as reflected in the adopted UPWP.
- b. Sub-recipient shall establish an oversight structure and process at its governing board level. This oversight may be in the form of an existing or new committee, such as an Executive Committee, Budget and Personnel Committee, Audit Committee or Finance Committee to oversee compliance with the applicable Federal and State regulations cited herein.

3. Invoices and Progress Reports. In performing the work the Sub-recipient may incur only the costs authorized by the UPWP. The Sub-recipient shall submit to City, not more frequently than every month, but at least quarterly, each requisition for payment (Invoice) accompanied by a narrative progress report with deliverables as identified in the UPWP.

- a. The Sub-recipient shall submit the following relative to an Invoice:
 - i. An invoice with supporting documentation, including but not limited to cancelled checks and reports from the accounting system that support the costs claimed.
 - ii. A progress report that, in narrative form, describes progress toward completion of tasks, projects, and products, conformance with project schedules, and reporting of all costs incurred for the work elements; and
 - iii. Upon request of City, additional information or documentation to support the costs contained in the invoice.
- b. The Sub-recipient shall submit an invoice to City, no later than forty-five (45) days after the close of each quarter, describing progress toward completion of all tasks, projects, and products, conformance with project schedules, and reporting of all costs incurred for the work elements.
- c. Year-end Invoices submitted in the fourth quarter and supporting documentation shall be received by City on or before May 30th of each fiscal year.
- d. Payment of Sub-recipient Invoices is contingent upon receipt by City of the above documentation provided by the Sub-recipient. Payment to the Sub-recipient is further contingent upon City's determination, that the performance of the Sub-recipient meets federal, state and City standards. Sub-recipient invoices shall be reviewed and submitted for payment by City within 30 days of receipt. No expenses shall be denied without prior consultation with Sub-recipient and a written explanation detailing the basis for the denial.

4. Non-Federal Match. The Sub-recipient shall provide the required any cash and/or in-kind match in accordance with any applicable requirements, along with any required reports provided in a format acceptable to City.
5. Cost Principles.
 - a. Sub-recipient agrees to be bound by and shall require its any consultants and/or contractors to comply with the following:
 - i. 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments, shall be used to determine the allowability of individual project cost items, and
 - ii. The Federal administrative procedures in accordance with 49 Code of Federal Regulations, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."
 - b. Any costs for which the Sub-recipient receives payment or credit that is determined by a subsequent audit or other review by either City, or State or Federal authorities to be unallowable under, but not limited to, 2 CFR Part 225, 48 CFR Chapter 1, Part 31; or 49 CFR, Part 18, shall be repaid by Sub-recipient within thirty (30) days of the Sub-recipient receiving notice of final audit findings.
6. Written and Electronic Versions of Work Products and Related Materials. The Sub-recipient shall provide copies of all its deliverables created pursuant to this Agreement in an electronic format. Hard copies will also be provided upon City's request. Related materials, including any reports, newsletters or other written materials will also be provided in hard copy and/or electronic format, upon City's request.
 - a. Any graphic images accompanying the text of these written materials shall be included, in digitized form, in the electronic version.
 - b. The electronic versions of all written materials and accompanying graphic images shall, when printed or otherwise displayed, appear in the identical format, location, quality, and state of replicating in which they appear in the hard copy versions.
7. Records Retention and Audits.
 - a. Subrecipient shall establish and maintain separate accounts for the Project, either independently or within its existing accounting system, to be known as the Project Account. Subrecipient shall use the Grant Funds only for the purposes of the Project and for no other purpose. The accounting system shall be capable of segregating, identifying and accumulating the allocable Project costs. Subrecipient shall maintain complete and accurate records, using Generally Accepted Accounting Principles, of all costs related to this Agreement.

- b. The Sub-recipient shall maintain, and shall require that any consultants or contractors maintain, all source documents, books and records connected with their performance of work initiated under this Agreement for a minimum of three (3) years from the date of final payment to Sub-recipient or until audit resolution is achieved, whichever is later, and shall make all supporting information available for inspection and audit by representatives of City, the State, or the Federal Government upon request.
- c. Subrecipient shall permit and shall require its contractors to permit the City, the State, the FHA, and the Comptroller General of the United States, or their authorized representatives, to inspect all work, materials, payrolls, and other data and records with regard to the Project and to audit the books, records, and accounts of Subrecipient pertaining to the Project. Subrecipient shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, Subrecipient shall make such materials available at its office at all reasonable times during the Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection and audit by the City or the FTA.

8. Certifications and Assurances.

- a. The Sub-recipient shall adhere to all federal, state and local laws and regulations.
- b. The Sub-recipient shall adhere to the federal requirements applicable to this Agreement including but not limited to:
 - i. Title VI of the Civil Rights Act of 1964 and Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794; Pub. Law 105-178, 112 Stat. 107 and any successor thereto, regarding the involvement of disadvantaged business enterprises in FHWA and FTA funded projects (Sec. 105(f), Pub. L. 970424, 96 Stat. 2100, 49 CFR part 26); and
 - ii. The Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, as amended) and the United States Department of Transportation (DOT) implementing regulations (49 CFR 27, 37, and 38).
- c. The Sub-recipient shall additionally comply with the requirements contained in the annual FTA "Certifications and Assurances for FTA Assistance," including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53. Such assurances shall apply to the Sub-recipient to the same extent as City, and include but are not limited to the following areas:
 - i. Authority of Applicant and its Representatives
 - ii. Standard Assurances
 - iii. Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions
 - iv. Drug Free Work Place

- v. Intergovernmental Review Assurance
- vi. Nondiscrimination Assurance
- vii. Disadvantaged Business Enterprise (DBE) Assurance
- viii. Nondiscrimination on the Basis of Disability
- ix. Procurement Compliance
- x. Certification and Assurance Required by the U.S. Office of Management and Budget.

d. Federal and State Lobbying Activities Certification.

- i. By signing this Agreement, the Sub-recipient certifies, to the best of its knowledge and belief, that no State or Federal funds have been paid or will be paid, by or on behalf of the Sub-recipient, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the marking of any State or Federal grant, the making of any Federal loan, the entering into any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than State or Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Sub-recipient shall complete and submit Federal Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with those form instructions."

- e. The Sub-recipient shall further require any consultants or contractors to comply with these Certifications. The Sub-recipient agrees to furnish documentation to City to support this requirement that all of its Agreements with consultants or contractor contain provisions requiring adherence to this Section in its entirety.

9. Equal Employment Opportunity/Nondiscrimination. In the performance of work undertaken pursuant to this Agreement, the Sub-recipient for itself, its assignees and successors in interest, shall affirmatively require that its employees, consultants and contractor shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), age, marital status, denial of family and medical care leave.

The Sub-recipient shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

- a. Sanctions for Noncompliance: In the event of the Sub-recipient's noncompliance with the nondiscrimination provisions of this Agreement, City may impose contract sanctions including, but not limited to:
 - i. Withholding of payments to the Sub-recipient under this Agreement until the Sub-recipient complies, and/or
 - ii. Cancellation, termination or suspension of the Agreement, in whole or in part.
 - iii. Incorporation of Provisions: The Sub-recipient shall include the provisions of this Section in every agreement with any consultants or contractors.
10. Conflict of Interest. The Sub-recipient and its officers, employees, and agents (including a Contractor) that perform work under this Agreement shall comply with Federal and State conflict of interest laws, regulations and policies.
11. Independent Contractor. The Sub-recipient shall be independent contractors in the performance of this Agreement.
12. Disadvantaged Business Enterprise (DBE). It is the policy of City, the State of North Carolina, and the U.S. Department of Transportation, that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have an equal opportunity to receive and participate in the performance of Agreements financed in whole or in part with FHWA/FTA funds provided under this Agreement.

The Sub-recipients and its employees shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any State or FHWA/FTA funds-assisted contract per the requirements of 49 CFR Part 26. Failure to carry out the requirements of this paragraph shall constitute a breach of contract and may result in termination of this Agreement or such other remedy City may deem appropriate.

13. Disputes. Should either party to this Agreement bring legal action against the other, (formal judicial proceeding, mediation or arbitration), the case shall be handled in Cabarrus County, North Carolina.
14. Hold Harmless.
 - a. Sub-recipient shall defend, indemnify and hold City, its officers, agents and employees harmless from and against any and all liability, loss, expense or claims or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Sub-recipient, its officers, agents or employees.
15. Noncompliance. In addition to such other remedies as provided by law, in the event of noncompliance with any grant condition or specific requirement of this Agreement, this Agreement may be terminated.
16. Termination of Agreement.

- a. Termination for Convenience. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination at least thirty (30) calendar days before the effective date of such termination. In such event, all finished or unfinished documents and other materials as described in the Agreement shall be returned to City at its option. The Sub-recipient shall return at the option of City, all equipment, software, or other materials provided to the Sub-recipient under this Agreement. If this Agreement is terminated by City, as provided herein, the Sub-recipient shall be reimbursed for expenses incurred prior to the termination date, upon compliance with the requirements of this Agreement.
 - b. Termination for Cause. If through any cause, the Sub-recipient shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Sub-recipient violates any of the covenants, agreements, or stipulations of this Agreement, City shall thereupon have the right to terminate the Agreement by giving not less than ten (10) calendar days written notice to the Sub-recipient of the intent to terminate and specifying the effective date thereof. Said notice shall include a detailed description of the alleged violation and City shall provide a reasonable opportunity for the Sub-recipient to cure prior to termination. Upon termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the Sub-recipient under this Agreement shall be provided to City. At the option of City, the Sub-recipient shall return all equipment, software, or other materials provided to the Sub-recipient under this Agreement. The Sub-recipient shall be entitled to receive compensation for all work completed in accordance with this Agreement prior to the effective date of termination.
 - c. Termination for Funding Withdrawal. The City may terminate this Agreement immediately on written notice to Subrecipient if at any time the FTA for any reason does not award further Grant Funds for Section 5310 Programs to the City. Subrecipient shall be paid under the payment provisions of this Agreement for any services rendered and costs incurred prior to the effective date of such termination.
17. Environmental, Resource Conservation and Energy Requirements. The Sub-recipient recognizes that many Federal and State statutes imposing environmental, resource conservation, and energy requirements may apply to the work under this Agreement. The Sub-recipient agrees to adhere to any such Federal and State requirements.
18. Notice. Any notice or notices required or permitted to be given pursuant to this agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

For Subrecipient:

Ed Muire
402 North Main Street
Suite 204
Salisbury, NC 28144
Phone: (704) 216-8588
Fax: (704) 216-7986
E-mail: ed.muire@rowancountync.gov

For the City:

Jillian Hilliard
35 Cabarrus Ave West
PO Box 308
Concord, NC 28026-308
Phone: (704) 920-5232
Fax: (704) 920-5231
E-mail: hilliardj@concordnc.gov

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

CITY OF COCORD

By: _____

Print Name: Lloyd Wm. Payne, Jr.

Title: City Manager

Date: _____

SUB-RECIPIENT

By: _____

Print Name: _____

Title: _____

Date: _____

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Director

Date

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Finance Department
DATE: 09/24/2021
SUBJECT: 2020-21 NC Science Museums Grant Compliance Reporting

Please see the 2020-21 NC Science Museums Grant Compliance Reporting document attached.

Please approve the 2020-21 NC Science Museums Grant Compliance Reporting document.

ATTACHMENTS:

Description	Upload Date	Type
2020-21 NC Science Museums Grant Compliance Reporting	9/29/2021	Cover Memo

NC Science Museums Grant Program – Reporting Documentation

2020-21 State Grants Compliance Reporting

1. Organization:	
Organization Name:	ROWAN COUNTY
Tax Identification #:	56-6000336
Organization Fiscal Year End: (mmddyyyy)	06/30/2021
Mailing Address (street, city, state, zip code):	130 W. Innes Street Salisbury NC 28144
Phone Number (area code + number):	704-216-8100
Fax Number (area code + number):	704-216-8166
Contact Person:	Christina Smith
Contact Person Title:	Accountant II
E-Mail Address:	christina.smith@rowancountync.gov

2. Preparer: [PLEASE INDICATE WHO PREPARED THIS INFORMATION BY CHECKING]		☒ Employee	☐ CPA/Accountant
Name of Preparer:	Christina Smith		
Phone Number:	704-216-8172		

3. Please provide a list of the Organization's Board Members. [ADD ADDITIONAL ROWS, IF NEEDED]	
Name of Board Member	Board Member Title
Gregg Edds	Chairman
Jim Greene	Vice Chairman
Mike Caskey, Jr	Commissioner
Judy Klusman	Commissioner
Craig Pierce	Commissioner
Aaron Church	County Manager
John Dees, II	County Attorney
Carolyn Barger	Clerk to the Board

G.S. 143-6.2 (repealed June 30, 2007), G.S. 143C-6-23 (effective July 1, 2007) and the North Carolina Administrative Code 09 NCAC 03M requires that every non-State entity that receives, uses, or expends any State funds shall use or expend the funds only for the purposes for which they were appropriated, and that the grantee must have a Conflict of Interest Policy. Please answer the following questions:

4. What restrictions are placed upon the grant by the grant award document? If the grant award document does not identify specific restrictions, please identify the intended use of the grant funds as included in the award document.

Restrictions or intended use:

To provide educational programs and summer camp, to provide animal care for native collection.

5. Does the organization have a Conflict of Interest policy?	☒	yes	☐	no
6. Is the organization a for profit entity?	☐	yes	☒	no

NC Science Museums Grant Program – Reporting Documentation

G.S. 143-6.2 (repealed June 30, 2007), G.S. 143C-6-23 (effective July 1, 2007) and the North Carolina Administrative Code 09 NCAC 03M requires that every non-State entity that receives, uses, or expends any State funds shall use or expend the funds only for the purposes for which they were appropriated, and if the grantee then subgrants or pass any or part of those funds to another organization, then the grantee must also pass on the reporting requirements to the subgrantee. Please answer the following questions:

7. Did the organization subgrant or pass down any funds to another organization?		☐	yes	☒ x	☐	no
If yes, answer the following:						
a. Name of Subgrantee	b. Program Name		c. Amount Subgranted			

If there are any questions, please contact:
Darrell D. Stover, Head of NC Science Museums Grant Program
NC Museum of Natural Sciences
darrell.stover@naturalsciences.org
(919)707-9963

NC Science Museums Grant Program – Reporting Documentation

2020-21 Program Activities and Accomplishments Report

Grantee Name:	Rowan Wild
Grantee Tax ID #	56-6000336
Program Name:	Rowan Wild Nature Center
Project/Activity Title:	NC Natives Exhibition and Natural History Education
Grantee's Fiscal Year End: (mm/dd/yyyy)	6/30/2021
Date of This Report:	9/20/2021
Preparer of This Report:	Michael Lambert

In compliance with the requirements of G.S. 143-6.2, *Use of State Funds by Non-State Entities*, (repealed June 30, 2007) and G.S. 143C-6-23, *State grant funds: administration, oversight and reporting requirements*, (effective July 1, 2007), the following is a description of activities and accomplishments undertaken by our organization using the provided state funding.

1. What were the original goals and expectations for the activity supported by this grant?

To continue to provide both in-house and off-site educational programming and summer camps by maintaining a year-round staff of two part time education outreach staff members.

To equip, enhance and promote educational programming by:

buying needed supplies and materials and equipment

purchase program/camp advertising

purchase AV equipment to enhance/provide virtual programming opportunities

To make necessary aesthetic and functional improvements to current animal exhibits by renovating and upgrading existing exhibits and providing animal enrichment opportunities.

To purchase grounds maintenance supplies (mulch, plants, gravel).

To provide facilities needs (new hay shed, barn handwashing station, roof repairs, washer/dryer, water cooler).

To purchase animal care staff supplies (radios, work boots, uniforms, training).

To upgrade exhibit signage to enhance visitor engagement and experience.

2. If applicable, how have those goals and expectations been revised or refined during the course of the project?

The goals for this fiscal year did not change, but the achievement of those goals was greatly affected and adjustments were made because of Covid-19.

Repair/renovation projects were delayed because of staff quarantine issues related to Covid-19.

Some money was spent to meet new safety/social distancing requirements related to Covid-19.

Construction of a new hay shed was completed from the 2019/2020 grant cycle.

No money was spent on advertising for summer camps. Because 2020 camps were cancelled, 2021 camps filled completely and immediately without advertisement.

NC Science Museums Grant Program – Reporting Documentation

3. What has the activity accomplished with these grant funds? Please include specific information including facts and statistics to support conclusions and judgments about the activity's impact.

NCEE Certification ongoing training for two staff members.

Animal Education Programs

On Site – 5 Participants - 145

Outreach – 1 Participants – 18

Virtual – 40 Participants - 1555

Camps –4 Camps (2 virtual/2 In-person)

Participants – 39

Total Programs Participants - 1718

Rowan 867; Cabarrus 645; Gaston 66; Guilford 20; Henderson 24; Iredell 19; Mecklenburg 7; Orange 45; Wake 25

4. If the activity is a continuing one, briefly summarize future plans and funding prospects.

Build a new box turtle habitat.

Continue to upgrade exhibit signage.

Erect and paint tipi.

Renovate and repair current animal exhibits as needed.

Remove and replace barrier fencing to open up and ease restrictions on pedestrian traffic flow.

Renovate attraction entrance/exit doors/gates/sidewalks to comply with new Covid-19 related safety regulations for pedestrian traffic flow.

Repair fiber optic line to expand WiFi coverage over entire facility area.

5. How many volunteer hours were donated to your organization over the past year? (Hours in total, not just associated with this project.)

Fiscal (July 2020-June 2021) Volunteer Hours

Volunteers – 5

Total Hours – 3976.5

If there are any questions, please contact:

Nicole Coscolluela, Head of NC Science Museums Grant Program
NC Museum of Natural Sciences
nicole.coscolluela@naturalsciences.org
(919)707-9963

NC Science Museums Grant Program – Reporting Documentation

2020-21 Schedule of Receipts and Expenditures

1. Organization:	
Organization Name:	ROWAN COUNTY
Tax Identification #:	56-6000336
Organization Fiscal Year End: (mmddyyyy)	06/30/2021
Mailing Address (street, city, state, zip code):	130 W. Innes Street Salisbury NC 28144
Phone Number (area code + number):	704-216-8100
Fax Number (area code + number):	704-216-8166
Contact Person:	Christina Smith
Contact Person Title:	Accountant II
E-Mail Address:	christina.smith@rowancountync.gov

a. Receipts		
Funding State Agency	Grant Title	Total Receipts
Dept. of Natural & Cultural Resources	NC Science Museums Grant Program	60,000.00
b. Expenditures		
Category		Dollar Amount
Personnel		26,500.00
Contracted Services		
(a)Total Personnel/Contracted Services Costs:		26,500.00
Office Supplies & Materials		2,290.00
Service Related Supplies		5,496.57
(b)Total Supplies & Material Costs:		7,786.57
Travel		
Communications & Postage		381.47
Utilities		
Printing & Binding		922.75
Repair & Maintenance		7,850.80
Meeting/Conference Expense		
Employee Training (no travel)		
Classified Advertising		
In-State Board Meeting Expenses		
(c)Total Non-Fixed Operating Expense:		9,155.02
Office Rent (Land, Buildings, etc.)		
Furniture Rental		
Equipment Rental (Phones, Computers, etc.)		
Vehicle Rental		
Dues & Subscriptions		
Insurance & Bonding		
Books/Library Reference Materials		302.68
Mortgage Principal, Interest and Bank Fees		
(d)Total Fixed Charges & Other Expenses:		302.68
Buildings & Improvements		16,256.00

NC Science Museums Grant Program – Reporting Documentation

Leasehold Improvements	
Furniture/Non-Computer Equip., \$500+ per item	
Computer Equipment/Printers, \$500+ per item	
Furniture/Equip., under \$500 per item	
(e)Total Property & Equipment Outlay:	16,256.00
Purchase of Services	
Contracts with Service Providers	
Stipends/Scholarships/Bonuses/Grants	
(f)Total Services/Contracts:	-0-
Food	
Other (provide description here):	
Other (provide description here):	
Other (provide description here):	
Other (provide description here):	
(g)Total Other Expenses:	-0-
Total Expenditures (sum a through g)	60,000.27

Unexpended cash balance

Beginning of the year cash balance	-0-
End of the year cash balance	(.27)

If there are any questions, please contact:

Darrell D. Stover, Head of NC Science Museums Grant Program
 NC Museum of Natural Sciences
darrell.stover@naturalsciences.org
 (919)707-9963

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Ed Muire, Planning Director
DATE: September 24, 2021
SUBJECT: Schedule Public Hearing for Nov. 15, 2021 Road Closure Request

REQUEST

Mr. Ken Jezek has submitted a resolution requesting the Commission to schedule a public hearing for its November 15, 2021 meeting to consider closing an unopened portion of Barnhardt Rd / McCleave Road.

As per his survey, Mr. Jezek owns the adjoining tax parcels that may be impacted by the closure.

RECOMMENDATION

- Adopt the Resolution declaring the Commission's intent to close the road
- Schedule Public Hearing for the request on November 15, 2021
- As required by NCGS 153A-241, direct Mr. Jezek to publish notice of the hearing for 3 consecutive weeks; provide notice of the resolution by certified mail to each owner adjoining the road; and prominently post notice of the hearing in at least 2 places along the road.

ATTACHMENTS:

Description	Upload Date	Type
Road Closure Resolution	9/24/2021	Resolution Letter
Exhibit A: Jezek Road Closure Survey	9/24/2021	Exhibit
Exhibit B: Metes and Bounds Description	9/24/2021	Backup Material
NCGS 153A-241	9/24/2021	Backup Material

**RESOLUTION TO CLOSE BARNHARDT RD/MCCLEAVE RD
BETWEEN MT MORIAH CHURCH ROAD AND MCCLEAVE
RD IN THE COUNTY OF ROWAN AND STATE OF NORTH
CAROLINA**

WHEREAS, Kenneth Jezek has filed a petition to close Barnhardt Rd./McCleave Rd. between Mt. Moriah Church Rd. and McCleave Rd. as shown in a map marked "Exhibit A." and is more particularly described by metes and bounds in a document marked "Exhibit B," both of which are available for inspection the Office of the County Manager, Rowan, North Carolina; and

WHEREAS, the procedure for closing roads or easements outlined in the North Carolina General Statutes, Section 153A-241 requires that the Board of Commission first adopt a resolution declaring its intent to close the street and calling a public hearing on the question; said Statute further requires that the resolution shall be published once a week for three successive weeks prior to the hearing, and a copy thereof be sent by registered or certified mail to all owners of property adjoining the public road or easement as shown on the county tax records, and a notice of the closing and public hearing shall be prominently posted in at least two places along said road or easement.

NOW, THEREFORE, BE IT RESOLVED, by the Rowan County Commission that at its October 4, 2021 meeting it intends to consider closing a portion of Barnhardt Rd and McCleave Rd as petitioned by Mr. Ken Jezek. This segment of road is described on a map and by a metes and bounds description available for inspection in the County Manager's office, and hereby calls a public hearing on the question to be held at 6:00

p.m., on Monday, the 15th, day of November, 2021, at 130 West Innes Street, Salisbury, NC 28144.

AND FURTHER BE IT RESOLVED, that the Commission hereby directs Mr. Jezek to cause notice of this hearing to be published in the Salisbury Post once a week for three successive weeks and provide a copy of this resolution to all property owners adjoining the road, as required by N.C.G.S. 153A-241.

CERTIFICATION

I, Carolyn Barger, Clerk to County Commission of Rowan County, North Carolina, do hereby certify that the foregoing is a true and exact copy of a Resolution adopted by the Board of Commission of the County of Rowan, North Carolina in its meeting convened on the 4th day of October, 2021.

WITNESS my hand and corporate seal of the County of Rowan, North Carolina, this the ____ day of _____, 2021. Carolyn Barger, County Clerk.

Road Closing of Barnhardt Drive Exhibit "B"

Being a section of the old Barnhardt Drive in the Township of China Grove, Plat Book 9995, Page 674.

BEGINNING at an iron stake on Barnhardt Drive, thence N22°03'58"W 94.21 feet to an iron stake, continuing 75.00 feet to a point, thence N82°11'26"E 24.08 feet to a point, thence S23°17'00"E 29.74 feet to an iron stake, thence S22°08'13"E 51.68 feet to an iron stake, thence S22°01'11"E 79.12 feet to an iron stake, thence S61°23'30"W 6.73 feet to an iron stake, continuing 17.4 feet to the beginning.

§ 153A-241. Closing public roads or easements.

A county may permanently close any public road or any easement within the county and not within a city, except public roads or easements for public roads under the control and supervision of the Department of Transportation. The board of commissioners shall first adopt a resolution declaring its intent to close the public road or easement and calling a public hearing on the question. The board shall cause a notice of the public hearing reasonably calculated to give full and fair disclosure of the proposed closing to be published once a week for three successive weeks before the hearing, a copy of the resolution to be sent by registered or certified mail to each owner as shown on the county tax records of property adjoining the public road or easement who did not join in the request to have the road or easement closed, and a notice of the closing and public hearing to be prominently posted in at least two places along the road or easement. At the hearing the board shall hear all interested persons who appear with respect to whether the closing would be detrimental to the public interest or to any individual property rights. If, after the hearing, the board of commissioners is satisfied that closing the public road or easement is not contrary to the public interest and (in the case of a road) that no individual owning property in the vicinity of the road or in the subdivision in which it is located would thereby be deprived of reasonable means of ingress and egress to his property, the board may adopt an order closing the road or easement. A certified copy of the order (or judgment of the court) shall be filed in the office of the register of deeds of the county.

Any person aggrieved by the closing of a public road or an easement may appeal the board of commissioners' order to the appropriate division of the General Court of Justice within 30 days after the day the order is adopted. The court shall hear the matter de novo and has jurisdiction to try the issues arising and to order the road or easement closed upon proper findings of fact by the trier of fact.

No cause of action founded upon the invalidity of a proceeding taken in closing a public road or an easement may be asserted except in an action or proceeding begun within 30 days after the day the order is adopted.

Upon the closing of a public road or an easement pursuant to this section, all right, title, and interest in the right-of-way is vested in those persons owning lots or parcels of land adjacent to the road or easement, and the title of each adjoining landowner, for the width of his abutting land, extends to the center line of the public road or easement. However, the right, title or interest vested in an adjoining landowner by this paragraph remains subject to any public utility use or facility located on, over, or under the road or easement immediately before its closing, until the landowner or any successor thereto pays to the utility involved the reasonable cost of removing and relocating the facility. (1949, c. 1208, ss. 1-3; 1957, c. 65, s. 11; 1965, cc. 665, 801; 1971, c. 595; 1973, c. 507, s. 5; c. 822, s. 1; 1977, c. 464, s. 34; 1995, c. 374, s. 1.)

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

MEMO TO COMMISSIONERS:

FROM: Alyssa Harris, Public Health Director
DATE: 09/24/2021
SUBJECT: Bi-weekly Environmental Health Report - 09/24/21

Please see the attached bi-weekly Environmental Health report

ATTACHMENTS:

Description	Upload Date	Type
Bi-Weekly Commission Report for Environmental Health	9/24/2021	Backup Material

ONSITE WASTEWATER REPORT												
	NUMBER OF INSPECTIONS											
	Well Inspections Completed (W1,W3)	Well Permits Requested	Soil/Site Evaluations Completed (S1, S1E)	Soil/Site Evaluation Requested	IP's Completed (S3, S4, S4A, S5, S7)	IP's Requested	Existing System Inspections Completed (S12, S13, S13D)	Existing System Inspections Requested	Final Septic Inspections (S19)	Well Grouts (W2)	Complaints Visited (S25)	Backlog
DATE RANGE												
Nov-20	27	26	151	46	52	46	6	6	49	27	8	5 weeks 2 days
Dec-20	20	22	159	37	31	37	2	3	27	23	17	3 weeks 2 days
Jan-21	37	24	181	66	38	66	7	8	24	25	13	2 weeks 1 day
Feb-21	49	24	189	48	29	48	9	9	26	24	32	4 weeks 4 days
Mar-21	48	47	182	68	54	68	2	3	52	47	11	5 weeks 2 days
Apr-21	37	32	245	52	48	52	8	10	50	56	6	4 weeks 2 days
May-21	30	37	196	68	58	68	4	2	42	27	13	3 weeks 1 day
Jun-21	55	57	187	67	59	67	4	8	37	38	13	4 weeks 4 days
Jul-21	42	29	190	53	40	53	5	11	47	30	5	3 weeks 2 days
Aug-21	52	39	228	44	33	44	8	9	44	30	6	1 week 4 days
Total	397	337	1908	549	442	549	55	69	398	327	124	

BI-WEEKLY ONSITE WASTEWATER REPORT												
	NUMBER OF INSPECTIONS											
	Well Inspections Completed (W1,W3)	Well Permits Requested	Soil/Site Evaluations Completed (S1, S1E)	Soil/Site Evaluation Requested	IP's Completed (S3, S4, S4A, S5, S7)	IP's Requested	Existing System Inspections Completed (S12, S13, S13D)	Existing System Inspections Requested	Final Septic Inspections (S19)	Well Grouts (W2)	Complaints Visited (S25)	Backlog
DATE RANGE												
Oct. 26 - Nov. 6	34	13	99	24	29	22	2	0	20	23	6	4 weeks 4 days
Nov. 9 - Nov. 20	16	12	78	26	28	22	2	1	24	18	7	4 weeks 4 days
Nov. 23-Dec. 4	13	11	64	19	21	19	1	0	14	7	1	5 weeks 2 days
Dec. 7 - Dec. 18	15	13	62	24	19	24	0	2	15	10	16	4 weeks
Dec. 21 - Jan. 1	1	7	58	10	6	11	1	1	8	11	1	3 weeks 2 days
Jan. 4 - Jan. 15	20	22	84	26	18	26	1	1	10	12	7	2 weeks 3 days
Jan. 18 - Feb. 5	28	14	126	48	27	48	6	0	23	18	10	2 weeks 1 day
Feb. 8 - Feb. 19	23	16	92	29	11	29	8	1	13	9	20	3weeks 3 days
Feb. 22 - Mar. 5	23	10	95	32	8	32	2	0	14	19	9	5 weeks 2 days
Mar. 8 - Mar. 19	16	26	68	28	32	28	1	2	14	15	6	4 weeks
Mar. 22 - Apr. 2	21	24	79	40	20	40	0	5	28	24	4	4 weeks 3 days
Apr. 5 - Apr. 16	16	14	110	24	19	24	4	5	28	26	1	4 weeks 3 days
Apr.19 - Apr. 30	17	16	118	22	27	22	4	6	21	28	5	4 weeks 2 days
May 3 - May 14	14	19	87	42	32	42	4	1	22	8	0	3 weeks 2 days
May 17 - May 28	15	18	109	26	24	26	0	1	20	19	3	3 weeks 1 day

May 31 - June 11	15	30	77	27	29	27	2	5	20	14	10	3 weeks
June 14 - June 25	26	17	77	28	22	28	2	3	13	16	3	3 weeks 1 day
June 28 - July 9	14	10	57	26	17	26	0	1	22	17	1	4 weeks 4 days
July 12 - July 23	19	19	98	15	22	15	4	5	16	15	2	2 weeks 2 days
July 26 - Aug 6	24	17	130	27	14	27	5	6	24	14	4	3 weeks 3 days
Aug 9 - Aug 20	24	15	82	15	19	15	1	1	13	11	3	2 weeks
Aug 23 - Sept 3	19	31	91	25	9	25	4	6	23	13	2	2 weeks
Sept 6 - Sept 17	17	20	72	17	14	17	2	1	21	14	1	1 week 3 days
Total	430	394	2013	600	467	595	56	54	426	361	122	

FOOD & LODGING REPORT				
	Completed Inspections	Required Inspection Completed	Percent of Required Inspections Completed	Percent of Required Inspections Goal 85%
DATE RANGE				
Jul-20	49	38	2.53	7.08
Aug-20	67	58	3.83	7.08
Sep-20	102	81	5.32	7.08
Oct-20	191	125	8.19	7.08
Nov-20	54	40	2.61	7.08
Dec-20	56	52	3.38	7.08
Jan-21	81	63	4.05	7.08
Feb-21	109	84	5.35	7.08
Mar-21	117	91	5.83	7.08
Apr-21	114	89	5.71	7.08
May-21	109	86	5.51	7.08
Jun-21	112	93	6.04	7.08
Jul-21	83	67	4.33	7.08
Aug-21	111	100	6.49	7.08
Total	1355	1067	69.17	99.12

Required Inspections: 1553

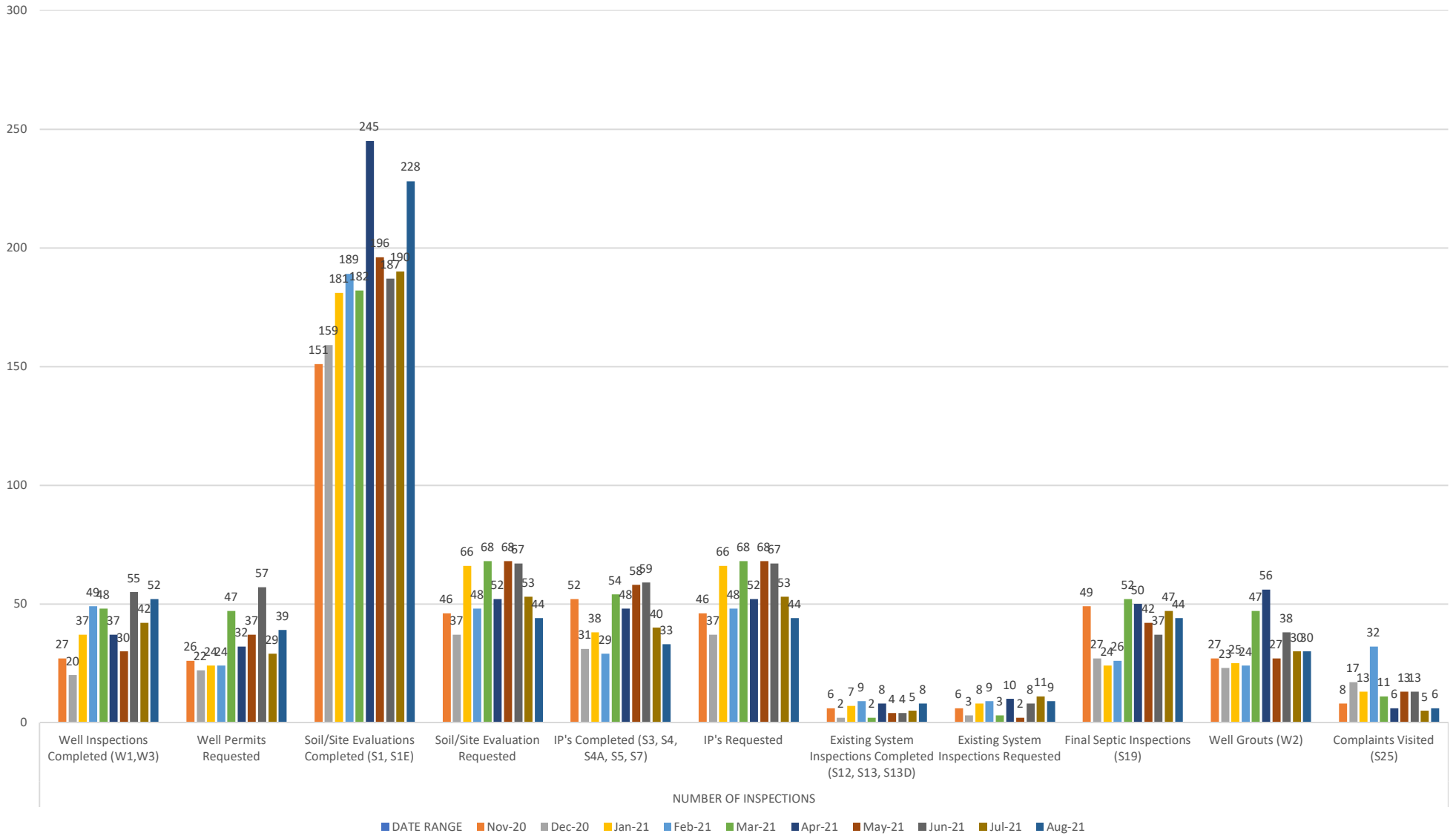
Number of Establishments: 675

BI-WEEKLY FOOD & LODGING REPORT				
	Completed Inspections	Required Inspection Completed	Percent of Required Inspections Completed	Percent of Required Inspections Goal 85%

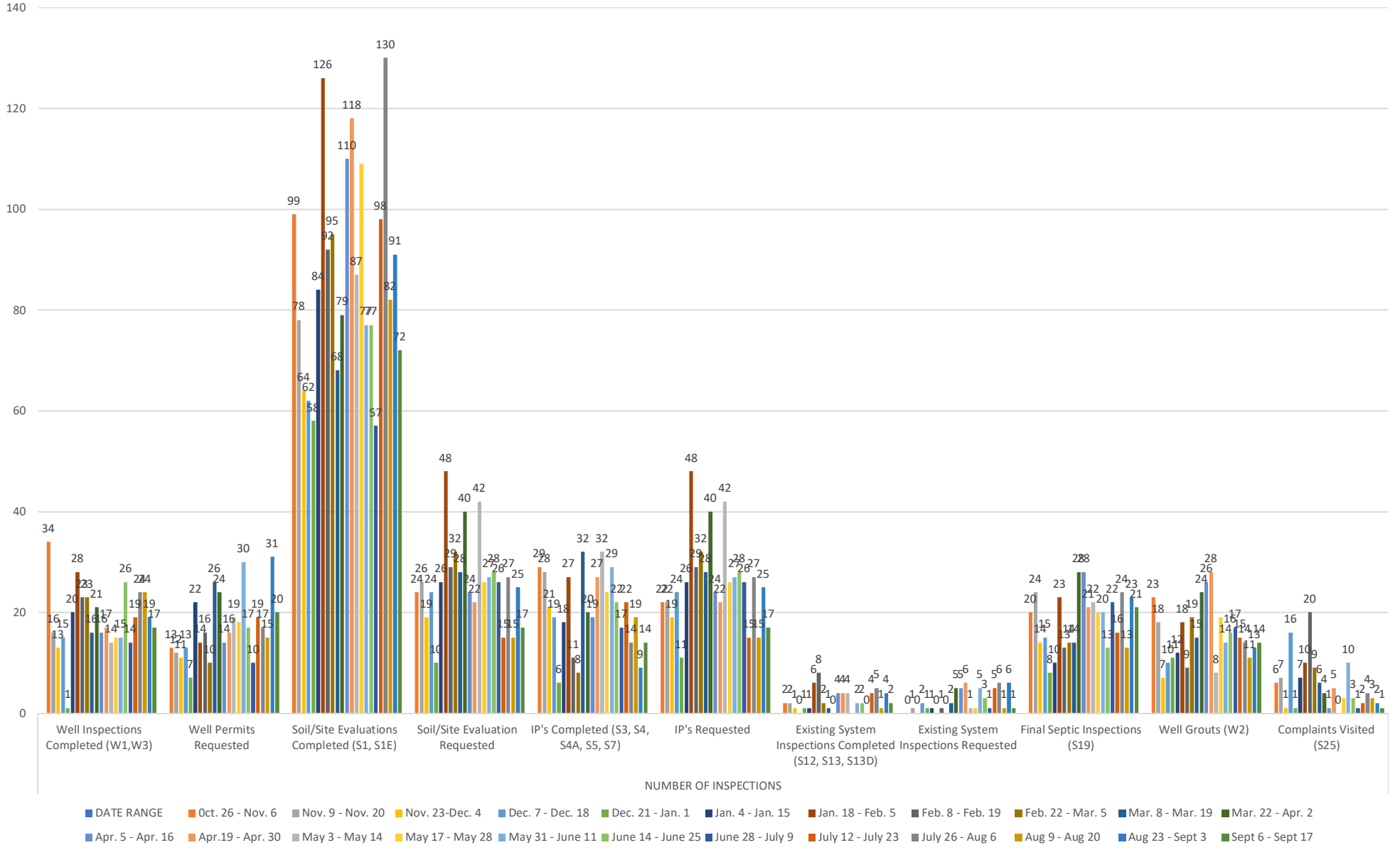
DATE RANGE				
Oct. 26 - Nov. 6	83	39	2.58	3.27
Nov. 9 - Nov. 20	25	18	1.19	3.27
Nov. 23-Dec. 4	15	18	1.19	3.27
Dec. 7 - Dec. 18	29	39	2.58	3.27
Dec. 21 - Jan. 1	9	2	0.13	3.27
Jan. 4 - Jan. 15	41	28	1.84	3.27
Jan. 18 - Feb. 5	95	59	3.84	3.27
Feb. 8 - Feb. 19	58	44	2.84	3.27
Feb. 22 - Mar. 5	48	41	2.65	3.27
Mar. 8 - Mar. 19	30	25	1.61	3.27
Mar. 22 - Apr. 2	59	46	2.94	3.27
Apr. 5 - Apr. 16	52	38	2.43	3.27
Apr. 19 - Apr. 30	49	42	2.70	3.27
May 3 - May 14	46	37	2.37	3.27
May17 - May 28	52	42	2.69	3.27
May 31 - June 11	38	31	2.00	3.27
June 14 - June 25	47	38	2.45	3.27
June 28 - July 9	33	28	1.82	3.27
July 12 - July 23	38	31	2.01	3.27
July 26 - Aug 6	46	42	2.71	3.27
Aug 9 - Aug 20	22	21	1.36	3.27
Aug 23 - Sept 3	52	44	2.84	3.27
Sept 6 - Sept 17	47	44	2.86	3.27
Total	1014	797	51.63	75.21

*Aug 9 - Aug 20 all three F&L Staff out at varying times

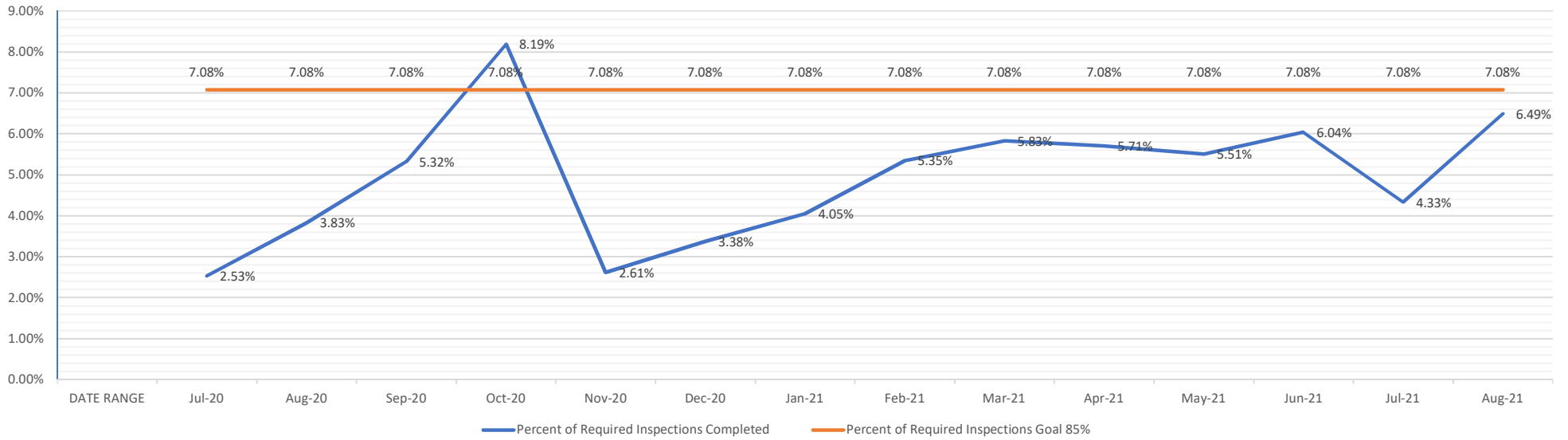
Monthly Onsite Wastewater Report



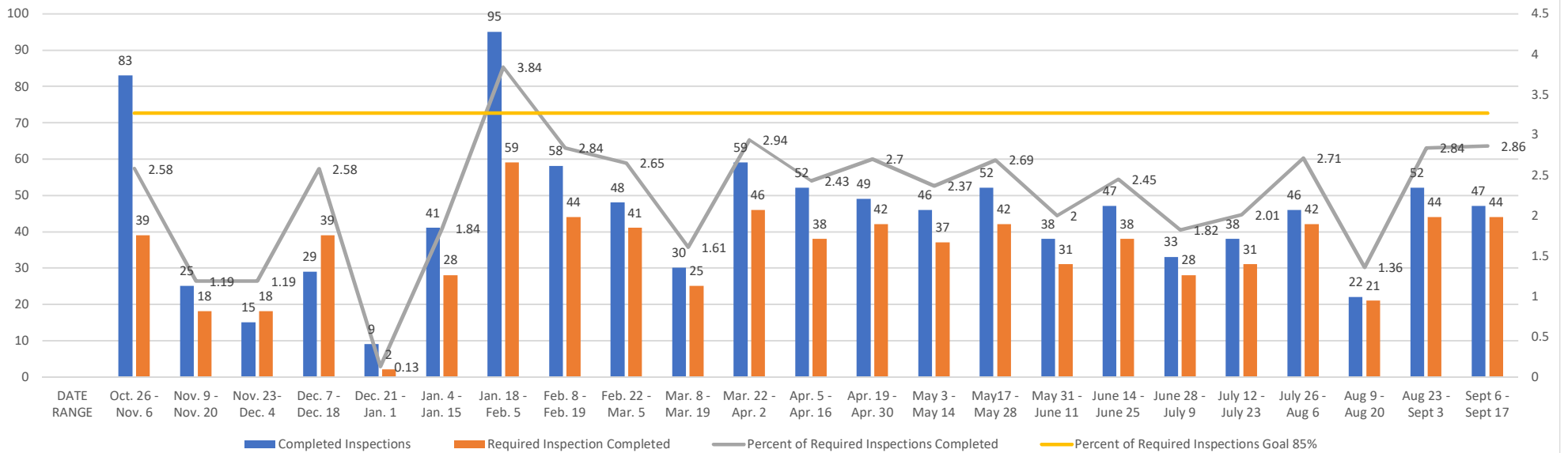
BI-WEEKLY ONSITE WASTEWATER REPORT



Food & Lodging Inspections Percent Completed



BI-WEEKLY FOOD & LODGING INSPECTION REPORT



ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Alyssa Harris, Public Health Director
DATE: 09/24/2021
SUBJECT: Request for Temporary School Health Liaison with COVID19 funding 9-2021

Rowan County Public Health continues to monitor public health capacity to respond to needs for local realities. On August 5th, 2021, Rowan County Public Health received Agreement Addendum (AA) 361 – ELC Reopening Schools SH Liaison. The AA provides \$115,000 in state funding for salary, benefits, and support for a 1.0 FTE Public Health Nurse School Health Liaison.

Funding from state Agreement Addendum 361, which provides \$115,000 in funding will entirely support the position. The School Health Liaison will provide coordination of COVID-19 screening, testing, and vaccine administration efforts, and will coordinate other school health/public health services as described in the Memorandum of Agreements included with this memo. The proposed position request would allow the health department to hire one additional Public Health Nurse II to support our schools for the 2021-2022 school year.

RCPH strongly feels that this position will benefit all of our local schools and help keep children, staff, and teachers safe throughout the 2021-2022 school year. This position will serve as a liaison and key point of contact to navigate infection control within the school systems. Our goal is to keep students in the classroom and to respond quickly to the many changing needs of schools throughout the pandemic.

We respectfully request to create the "School Health Liaison" position to help serve our local schools during the pandemic.

ATTACHMENTS:

Description	Upload Date	Type
AA361 School Health Liaison Memo	9/24/2021	Cover Memo
AA 361 - ELC	9/24/2021	Backup Material
Cost Worksheet - School Health Liaison	9/24/2021	Backup Material



Rowan County Health Department
1811 East Innes Street – Salisbury, NC 28146-6030

MEMO

To: Rowan County Board of Commissioners
CC: Aaron Church, County Manager
Kelly Natoli, Human Resources Director
From: Alyssa Harris, Public Health Director
Subject: Public Health Nurse – School Liaison
Date: August 10, 2021

Rowan County Public Health continues to monitor public health capacity to respond to needs for local realities. On August 5th, 2021, Rowan County Public Health received Agreement Addendum (AA) 361 – ELC Reopening Schools SH Liaison. The AA provides \$115,000 in state funding for salary, benefits, and support for a 1.0 FTE Public Health Nurse School Health Liaison.

Funding from state Agreement Addendum 361, which provides \$115,000 in funding will entirely support the position. The School Health Liaison will provide coordination of COVID-19 screening, testing, and vaccine administration efforts, and will coordinate other school health/public health services as described in the Memorandum of Agreements included with this memo. The proposed position request would allow the health department to hire one additional Public Health Nurse II to support our schools for the 2021-2022 school year.

RCPH strongly feels that this position will benefit all of our local schools and help keep children, staff, and teachers safe throughout the 2021-2022 school year. This position will serve as a liaison and key point of contact to navigate infection control within the school systems.

Below is the position the Rowan County Health Department is requesting:

Position Title	Grade	Cost w/Benefits (each)	Total Cost
(1) Temporary Grant-funded Public Health Nurse II (Full-Time)	22	\$95,220.00	\$95,220.00

We greatly appreciate your consideration in this position and funding. Our goal is to keep students in in-person settings in a safe and healthy way and to reduce the burden of COVID-19 on parents and families.

Division of Public Health

501 ELC Reopening Schools SH Liaison

Activity Number and Description

Agreement Addendum

FY 21-22

Rowan County Public Health
Local Health Department Legal Name

Women's & Children's Health /
Children & Youth
DPH Section / Branch Name

Ann Nichols, 919-707-5667

DPH Program Contact
(name, phone number, and email)

06/01/2021 – 05/31/2022

Service Period

DPH Program Signature Date
(only required for a negotiable agreement addendum)

07/01/2021 – 06/30/2022

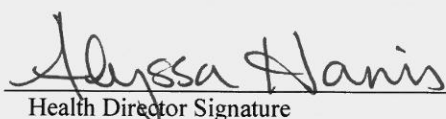
Payment Period

- ☒ Original Agreement Addendum
☐ Agreement Addendum Revision # _____

I. Background:

In support of safe, in-person instruction in kindergarten through grade 12 (K-12) schools, screening testing can provide an additional layer of prevention to protect students, teachers, and staff and slow the spread of SARS-CoV-2, the virus that causes Coronavirus Disease 2019 (COVID-19). While it is critical for schools to remain open for academic, social, and emotional benefits, it is equally important to do so safely. (See: <https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/operation-strategy.html>.) To enable schools to establish and expand COVID-19 screening testing programs to support and maintain in-person learning, the federal government is providing financial resources through the Centers for Disease Control and Prevention (CDC) under the ELC Reopening Schools award.

Public health and education are necessary partners for safe and healthy schools. Successful testing programs with the appropriate response to test results are enhanced by close collaborative working relationships between schools and local health authorities. Efforts should be taken to foster, grow and maintain the tie between public health and education to support COVID testing and response programs and other activities that improve population and individual health for students and school staff. Funding from the ELC award will support staff positions that encourage continuity of existing COVID-related activities, maintain the health department's integral role in screening testing, build upon the work already begun, and ensure a holistic assessment and monitoring of disease burden within any given community.


Health Director Signature

(use blue ink)

08/06/2021
Date

Local Health Department to complete:
(If follow-up information is needed by DPH)

LHD program contact name: ALYSSA HARRIS
Phone number with area code: 704-216-8871
Email address: ALYSSA.HARRIS@ROWANCOUNTYNC.GOV

Signature on this page signifies you have read and accepted all pages of this document. Template rev. July 2020

II. Purpose:

This Agreement Addendum provides temporary funding for the Local Health Department to hire Public Health Nurse (PHN) School Health Liaisons for the coordination of COVID-19 screening, testing, and vaccine administration efforts, and to coordinate other school health/public health services as described in the Memorandum of Agreements referenced in the Attachment A, Paragraph B of the Agreement Addendum for FY22 351 Child Health.

III. Scope of Work and Deliverables:

The Local Health Department (LHD) shall:

1. Employ one or more PHN School Health Liaisons by the start of the 2021-2022 school year to liaise with all school types within the jurisdiction of the LHD. Allowable uses of funds include salary and fringe benefits, staff development and training, IT hardware and software, supplies including cell phones and office supplies, and travel.
2. Establish a job description for the PHN School Health Liaison that includes the following activities in addition to other local needs:
 - a. Administration/Joint Planning for School Health
 1. Coordinate school health efforts between the LHD and all LEAs and schools in the LHD county (or counties if a District LHD) served.
 2. Conduct ongoing evaluation of cooperative efforts and collaborate on needed changes.
 3. Serve as the LHD liaison for the School Health Nursing Program in all LEAs and schools in the LHD county (or counties if a District LHD) served.
 4. Participate in the LEA School Health Advisory Committee (SHAC).
 - b. Communicable Disease
 1. Coordinate shared activities related to COVID-19 testing programs in schools and related response to test results and mitigation efforts.
 2. Coordinate investigation and/or follow-up of other reportable communicable disease events.
 3. Participate in procedure development for response to communicable disease outbreaks in schools.
 4. Coordinate local media response in conjunction with school administration regarding communicable disease events and efforts in K-12 schools.
 - c. School Site Vaccine Administration Opportunities
 1. Provide Vaccine Information Statements (VIS) to schools and encourage on-site clinic opportunities.
 2. Coordinate vaccine, medical supplies, and documentation supplies as needed for clinics when scheduled.
 3. Assure completion of administration processes related to vaccines through data entry.
 - d. OSHA Compliance Program
 1. Coordinate the availability of OSHA-required vaccines for identified school staff through LHD clinics and the billing of LEA for required services.
 2. Act as a resource to the Lead Nurses/designees for OSHA Blood Born Pathogens training and incidents in schools.

e. Professional Development

1. Include local school nurses in educational and workshop opportunities related to school health program needs.
2. Ensure initial training and annual updates are provided for local school nurses on their duties regarding county disaster response as defined in the Memorandum of Agreements referenced in the Attachment A, Paragraph B of the Agreement Addendum for FY22 351 Child Health.

f. Privacy Protection

1. Facilitate 'read only' access to the North Carolina Immunization Registry for county school nurses.
 2. Ensure local school nurses have reviewed and signed the LHD Annual Confidentiality Statement.
 3. Act as a resource in ensuring compliance with HIPAA and FERPA in coordinated activities.
3. Ensure the execution of Memorandums of Agreement (MOAs) inclusive of the job description activities between the LHD and schools/districts (LEA, Charter, Independent) that are providing COVID testing programs. This MOA requirement can be accomplished through amending the existing annual agreement referenced in the Attachment A, Paragraph B of the Agreement Addendum for FY22 351 Child Health if Liaison activities are included and consistent with the MOA guidelines provided by the DPH School Health Unit.

Number of PHN Liaison Positions Funded	Amount of Funding Allocated
1	\$115,000

IV. **Performance Measures/Reporting Requirements:**

1. Performance Measures

- a. Employ one or more PHN School Health Liaisons by the start of the 2021-2022 school year to liaise with all school types and LEAs served by the LHD.
- b. Upload job descriptions of all nurses hired with these funds into the Smartsheet Dashboard.

<https://app.smartsheet.com/b/publish?EQBCT=82018408e7b44ef9b44e113b6e536ffb>

2. Reporting Requirements

The reporting below shall be provided by the LHD to DPH via the Smartsheet dashboard, which can be accessed at <https://app.smartsheet.com/b/publish?EQBCT=82018408e7b44ef9b44e113b6e536ffb>

The LHD shall:

- a. Complete the **COVID-19 Response Plan** in the Smartsheet Dashboard. This response plan is to provide information related to the LHD's broader goals and partnerships for COVID-19 preparedness and response. The Smartsheet dashboard will present a series of questions to be answered in a short-answer format, with topics including aspects of testing, contact tracing, vaccination, equity, and preparedness in general.

The LHD will be providing responses for a single COVID-19 Response Plan and this plan will meet the reporting requirements described under the FY22 Agreement Addenda for this Activity 361 as well as other Activities. (The specific Activities to be included for this COVID-19 Response Plan continue to evolve; the complete list of Activities can be found on the Smartsheet dashboard.)

The COVID-19 Response Plan will receive DPH oversight from the DPH Branch staff members representing each relevant aspect. Any question the LHD has about the COVID-19 Response Plan should be directed to the DPH Division Director's Office at lhhealthserviceta@dhhs.nc.gov

- b. Complete a **Monthly Financial Report** each month via the Smartsheet dashboard. These monthly financial reports will report on the prior month, with the exception of the first months' reports, consistent with the due dates posted on the Smartsheet dashboard. The financial reports for June 2021, July 2021, August 2021, and September 2021 are due by October 22, 2021.

Maintain all receipts and invoices for drawdowns that support the allowable use expenses which include salary and fringe benefits, staff development and training, IT hardware and software, supplies (including cell phones and office supplies), and travel.

Seek prior approval from DPH program staff for any expenditure that is not consistent with allowable use listed.

- c. The LHD shall complete a **Quarterly Progress Report** each quarter via the Smartsheet dashboard. These periodic progress reports will report about the prior period's progress on implementing the Agreement Addendum's required school health nurse liaison activities as listed in the job description. The due dates are posted on the Smartsheet dashboard. The first progress report is to report for July – September 2021 and is due by October 22, 2021. This first progress report must include an estimated timeline for completion of 21/22 program deliverables. The quarterly periods for these progress reports are defined as:

July – September 2021

October – December 2021

January – March 2022

V. **Performance Monitoring and Quality Assurance:**

1. This Activity will be monitored by the Children & Youth Branch according to the following plan:
 - a. The Regional School Health Nurse Consultant (RSHNC) will review the Financial Reports each month to ensure that funds are spent only on allowable uses.
 - b. The RSHNC will review the Progress Reports each quarter.
 - c. An annual monitoring report will be completed by the DPH program staff (RSHNC) at the end of the year (May, 2022), and a copy made available to the Local Health Director. If the report indicates failure to adhere to deliverables in this Agreement Addendum, the Local Health Director or designee will work with the RSHNC to develop a corrective action plan.
2. The Local Health Department shall adhere to the following service quality measures:
 - a. Services are provided in accordance with standards established by the North Carolina Nurse Practice Act and the North Carolina Board of Nursing. The North Carolina School Health Program Manual, Sixth edition, shall be consulted as a resource, as well as the Scope and Standards of School Nursing developed by American Nurses Association and National Association of School Nurses.
 - b. Services are provided in a culturally sensitive manner.

- c. Services are provided with adherence to federal law in relation to privacy of student records, following both HIPAA (Health Insurance Portability and Accountability Act) and FERPA (Family Educational Rights and Privacy Act), as applicable. Where HIPAA and FERPA may appear to be in conflict, FERPA shall be followed regarding records that become part of the student's educational record; US Department of Education and North Carolina Department of Public Instruction guidelines are resources.

VI. Funding Guidelines or Restrictions:

1. Requirements for pass-through entities: In compliance with 2 *CFR* §200.331 – *Requirements for pass-through entities*, the Division of Public Health provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.
 - a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.
 - b. Frequency: Supplements will be generated as the Division of Public Health receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.
2. Allowable uses of this Activity's funds include salary and fringe benefits, staff development and training, IT hardware and software, supplies including cell phones and office supplies, and travel.

DPH-Aid-To-Counties

For Fiscal Year: 21/22

Budgetary Estimate Number : 0

Activity 361		1332 892A L5		
Service Period	AA	06/01-05/31	Proposed Total	New Total
Payment Period		07/01-06/30		
01 Alamance	* 0	115,000	115,000	115,000
D1 Albemarle	* 0	920,000	920,000	920,000
02 Alexander	* 0	115,000	115,000	115,000
04 Anson	* 0	115,000	115,000	115,000
D2 Appalachian	* 0	345,000	345,000	345,000
07 Beaufort	* 0	115,000	115,000	115,000
09 Bladen	* 0	115,000	115,000	115,000
10 Brunswick	* 0	115,000	115,000	115,000
11 Buncombe	* 0	115,000	115,000	115,000
12 Burke	* 0	115,000	115,000	115,000
13 Cabarrus	* 0	115,000	115,000	115,000
14 Caldwell	* 0	115,000	115,000	115,000
16 Carteret	* 0	115,000	115,000	115,000
17 Caswell	* 0	115,000	115,000	115,000
18 Catawba	* 0	115,000	115,000	115,000
19 Chatham	* 0	115,000	115,000	115,000
20 Cherokee	* 0	115,000	115,000	115,000
22 Clay	* 0	115,000	115,000	115,000
23 Cleveland	* 0	115,000	115,000	115,000
24 Columbus	* 0	115,000	115,000	115,000
25 Craven	* 0	115,000	115,000	115,000
26 Cumberland	* 0	115,000	115,000	115,000
28 Dare	* 0	115,000	115,000	115,000
29 Davidson	* 0	115,000	115,000	115,000
30 Davie	* 0	115,000	115,000	115,000
31 Duplin	* 0	115,000	115,000	115,000
32 Durham	* 0	115,000	115,000	115,000
33 Edgecombe	* 0	115,000	115,000	115,000
D7 Foothills	* 0	230,000	230,000	230,000
34 Forsyth	* 0	115,000	115,000	115,000
35 Franklin	* 0	115,000	115,000	115,000
36 Gaston	* 0	115,000	115,000	115,000
38 Graham	* 0	115,000	115,000	115,000

D3 Gran-Vance	* 0	230,000	230,000	230,000
40 Greene	* 0	115,000	115,000	115,000
41 Guilford	* 0	115,000	115,000	115,000
42 Halifax	* 0	115,000	115,000	115,000
43 Harnett	* 0	115,000	115,000	115,000
44 Haywood	* 0	115,000	115,000	115,000
45 Henderson	* 0	115,000	115,000	115,000
47 Hoke	* 0	115,000	115,000	115,000
48 Hyde	* 0	115,000	115,000	115,000
49 Iredell	* 0	115,000	115,000	115,000
50 Jackson	* 0	115,000	115,000	115,000
51 Johnston	* 0	115,000	115,000	115,000
52 Jones	* 0	115,000	115,000	115,000
53 Lee	* 0	115,000	115,000	115,000
54 Lenoir	* 0	115,000	115,000	115,000
55 Lincoln	* 0	115,000	115,000	115,000
56 Macon	* 0	115,000	115,000	115,000
57 Madison	* 0	115,000	115,000	115,000
D4 M-T-W	* 0	345,000	345,000	345,000
60 Mecklenburg	* 0	115,000	115,000	115,000
62 Montgomery	* 0	115,000	115,000	115,000
63 Moore	* 0	115,000	115,000	115,000
64 Nash	* 0	115,000	115,000	115,000
65 New Hanover	* 0	115,000	115,000	115,000
66 Northampton	* 0	115,000	115,000	115,000
67 Onslow	* 0	115,000	115,000	115,000
68 Orange	* 0	115,000	115,000	115,000
69 Pamlico	* 0	115,000	115,000	115,000
71 Pender	* 0	115,000	115,000	115,000
73 Person	* 0	115,000	115,000	115,000
74 Pitt	* 0	115,000	115,000	115,000
75 Polk	* 0	115,000	115,000	115,000
76 Randolph	* 0	115,000	115,000	115,000
77 Richmond	* 0	115,000	115,000	115,000
78 Robeson	* 0	115,000	115,000	115,000
79 Rockingham	* 0	115,000	115,000	115,000
80 Rowan	* 0	115,000	115,000	115,000
82 Sampson	* 0	115,000	115,000	115,000
83 Scotland	* 0	115,000	115,000	115,000
84 Stanly	* 0	115,000	115,000	115,000
85 Stokes	* 0	115,000	115,000	115,000

86 Surry	* 0	115,000	115,000	115,000
87 Swain	* 0	115,000	115,000	115,000
D6 Toe River	* 0	345,000	345,000	345,000
88 Transylvania	* 0	115,000	115,000	115,000
90 Union	* 0	115,000	115,000	115,000
92 Wake	* 0	115,000	115,000	115,000
93 Warren	* 0	115,000	115,000	115,000
96 Wayne	* 0	115,000	115,000	115,000
97 Wilkes	* 0	115,000	115,000	115,000
98 Wilson	* 0	115,000	115,000	115,000
99 Yadkin	* 0	115,000	115,000	115,000
Totals		11,500,000	11,500,000	11,500,000

Sign and Date - DPH Program Administrator

Carol Tyson Acting Branch Head 8/3/21

Sign and Date - DPH Section Chief

SCM L T

Sign and Date - DPH Contracts Office

Grensko Stuart

8/5/2021

Sign and Date - DPH Budget Officer

S. May

08/05/2021

Supplement reason: ☒ In AA+BE or AA+BE Rev -OR- ☐ -

CFDA #: 93.323 Fed awd date: 4/8/21 Is award R&D? no FAIN: NU50CK000530 Total amount of fed awd: \$ 113539687

CFDA Epidemiology and Laboratory Capacity for Infectious
name: Disease (EC)Fed award
project description: Epidemiology and Laboratory Capacity for Infectious Disease (ELC)Fed awarding DHHS, Centers for Disease Control and
agency: Prevention

Federal award indirect cost rate: n/a %

Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity	Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity
Alamance	965194483	115,000	115,000	Jackson	019728518	115,000	115,000
Albemarle	130537822	920,000	920,000	Johnston	097599104	115,000	115,000
Alexander	030495105	115,000	115,000	Jones	095116935	115,000	115,000
Anson	847163029	115,000	115,000	Lee	067439703	115,000	115,000
Appalachian	780131541	345,000	345,000	Lenoir	042789748	115,000	115,000
Beaufort	091567776	115,000	115,000	Lincoln	086869336	115,000	115,000
Bladen	084171628	115,000	115,000	Macon	070626825	115,000	115,000
Brunswick	091571349	115,000	115,000	Madison	831052873	115,000	115,000
Buncombe	879203560	115,000	115,000	MTW	087204173	345,000	345,000
Burke	883321205	115,000	115,000	Mecklenburg	074498353	115,000	115,000
Cabarrus	143408289	115,000	115,000	Montgomery	025384603	115,000	115,000
Caldwell	948113402	115,000	115,000	Moore	050988146	115,000	115,000
Carteret	058735804	115,000	115,000	Nash	050425677	115,000	115,000
Caswell	077846053	115,000	115,000	New Hanover	040029563	115,000	115,000
Catawba	083677138	115,000	115,000	Northampton	097594477	115,000	115,000
Chatham	131356607	115,000	115,000	Onslow	172663270	115,000	115,000
Cherokee	130705072	115,000	115,000	Orange	139209659	115,000	115,000
Clay	145058231	115,000	115,000	Pamlico	097600456	115,000	115,000
Cleveland	879924850	115,000	115,000	Pender	100955413	115,000	115,000
Columbus	040040016	115,000	115,000	Person	091563718	115,000	115,000
Craven	091564294	115,000	115,000	Pitt	080889694	115,000	115,000
Cumberland	123914376	115,000	115,000	Polk	079067930	115,000	115,000
Dare	082358631	115,000	115,000	Randolph	027873132	115,000	115,000
Davidson	077839744	115,000	115,000	Richmond	070621339	115,000	115,000
Davie	076526651	115,000	115,000	Robeson	082367871	115,000	115,000
Duplin	095124798	115,000	115,000	Rockingham	077847143	115,000	115,000
Durham	088564075	115,000	115,000	Rowan	074494014	115,000	115,000
Edgecombe	093125375	115,000	115,000	Sampson	825573975	115,000	115,000
Foothills	782359004	230,000	230,000	Scotland	091564146	115,000	115,000
Forsyth	105316439	115,000	115,000	Stanly	131060829	115,000	115,000
Franklin	084168632	115,000	115,000	Stokes	085442705	115,000	115,000
Gaston	071062186	115,000	115,000	Surry	077821858	115,000	115,000
Graham	020952383	115,000	115,000	Swain	146437553	115,000	115,000
Granville-Vance	063347626	230,000	230,000	Toe River	113345201	345,000	345,000
Greene	091564591	115,000	115,000	Transylvania	030494215	115,000	115,000
Guilford	071563613	115,000	115,000	Union	079051637	115,000	115,000
Halifax	014305957	115,000	115,000	Wake	019625961	115,000	115,000
Harnett	091565986	115,000	115,000	Warren	030239953	115,000	115,000
Haywood	070620232	115,000	115,000	Wayne	040036170	115,000	115,000
Henderson	085021470	115,000	115,000	Wilkes	067439950	115,000	115,000
Hoke	091563643	115,000	115,000	Wilson	075585695	115,000	115,000
Hyde	832526243	115,000	115,000	Yadkin	089910624	115,000	115,000
Iredell	074504507	115,000	115,000				

ROWAN COUNTY
CONTINUATION WORKSHEET
VEHICLE REPLACEMENT

2022 BUDGET YEAR

This form is for replacing a department vehicle.			
Please complete the Expansion Narrative form for purchasing a new vehicle with no replacement.			
Department Name		Department Number	
Account Name			
Account Number			
New Vehicle Description		\$	-
Justification <i>(please type in space below)</i>			
Surplus Vehicle Information			
County Number		Estimated Mileage on June 30, 2021	
Last Recorded Mileage		Date of Last Recorded Mileage	

ROWAN COUNTY
EXPANSION NARRATIVE
GENERAL

2022 BUDGET YEAR

This form is used for all requests other than new positions, capital/fixed asset replacements and vehicle replacements.			
Department Name		Department Number	
Account Name			
Account Number			
Item Description			\$ -
Justification <i>(please type in space below)</i>			

ROWAN COUNTY
PERSONNEL CHANGE NARRATIVE
NEW POSITION / RECLASSIFICATION / PROMOTION

2022 BUDGET YEAR

Department Name	Health Department	Department Number	5110
Position Title	Temp Public Health Nurse II	Total Cost from Position Request; including wages, benefits and supplies/equipment	\$ 115,000
Justification (<i>please type in space below</i>)			
Rowan County Public Health continues to monitor public health capacity to respond to needs for local realities. On August 5th, 2021, Rowan County Public Health received Agreement Addendum (AA) 361 – ELC Reopening Schools SH Liaison. The AA provides \$115,000 in state funding for salary, benefits, and support for a 1.0 FTE Public Health Nurse School Health Liaison. Funding from state Agreement Addendum 361, which provides \$115,000 in funding will entirely support the position. The School Health Liaison will provide coordination of COVID-19 screening, testing, and vaccine administration efforts, and will coordinate other school health/public health services as described in the Memorandum of Agreements included with this memo. The proposed position request would allow the health department to hire one additional Public Health Nurse II to support our schools for the 2021-2022 school year. RCPH strongly feels that this position will benefit all of our local schools and help keep children, staff, and teachers safe throughout the 2021-2022 school year. This position will serve as a liaison and key point of contact to navigate infection control within the school systems. Our goal is to keep students in the classroom and to respond quickly to the many changing needs of schools throughout the pandemic.			

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner
DATE: 09/27/21
SUBJECT: Approval for Task Order 4 and 5 for Hazen and Sawyer

The County would like to amend the contract with Hazen and Sawyer to include Task Order 4 for Lead and Copper Rule (LCR) Compliance Assistance and Task Order 5 – Construction Inspection and Surveying Services related to Northeast Rowan County Water System. The additional charge for Task Order 4 is not to exceed \$47,500. The additional charge for Task Order 5 is not to exceed \$43,350. This amendment will increase the contract with Hazen and Sawyer by \$90,850, bringing the revised maximum amount to \$315,850.

Attached is the proposed Amendment 1 to the contract, Task Order 4 and Task Order 5 with Hazen and Sawyer.

The Purchasing Department recommends that the Board authorize the County Manager to enter into Amendment 1 of the contract with Hazen and Sawyer for LCR Compliance Assistance and Construction Inspection and Surveying Services related to the Northwest Rowan County Water System for an amount not to exceed \$90,850.

ATTACHMENTS:

Description	Upload Date	Type
Hazen Amendment 1	9/29/2021	Cover Memo
Hazen Task Order 4	9/27/2021	Cover Memo
Hazen Task Order 5	9/27/2021	Cover Memo

CLIENT: *Rowan County*
CONSULTANT *Hazen and Sawyer*
PROJECT: *General Services Agreement for NE
Rowan County Water System*

AGREEMENT FOR PROFESSIONAL SERVICES

AMENDMENT No 1

This Amendment dated the _____ day of _____, 20 21 to the Agreement for Professional Services ("the "Agreement") dated the _____ day of _____, _____ is made and entered into between Rowan County ("**CLIENT**") and Hazen and Sawyer ("**CONSULTANT**"), collectively, "the Parties."

WHEREAS, the Parties desire to amend "**SCHEDULE A – SCOPE OF SERVICES**" and "**SCHEDULE B – COMPENSATION**" of the Agreement

NOW THEREFORE, in consideration of the mutual promises herein contained, **CLIENT** and **HAZEN** agree to modify the following paragraphs of the Agreement.

SCHEDULE A – SCOPE OF SERVICES

The Scope of Services currently authorized to be performed by **HAZEN** in accordance with the Agreement, and previous Amendments, if any, is modified as follows:

- Task 4 – LCR Compliance Assistance
- Task 5 – Construction Inspection and Surveying Services

SCHEDULE B – COMPENSATION

For the Additional and/or Changed Services to services set forth above, **CLIENT** shall pay **HAZEN** the following additional compensation:

- Task 4 - \$47,500
- Task 5 - \$43,350

Amendment 1 increases/decreases the current Subcontract Agreement Maximum Amount from **\$225,000** by **\$90,850** to a revised Maximum Amount of **\$ 315,850** . The cost of the additional services shall not exceed **\$ 90,850** .

Payments to **HAZEN** will be made based upon a categorical rate, not to exceed .

CLIENT and **HAZEN** hereby agree to modify the Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

This Amendment may be executed in counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized officers or partners, and is made effective the latest date and year written below:

Rowan County

Hazen and Sawyer

By:

Print Name of Person Signing Date
Title of Person Signing

By:

Print Name Date
Title

Witness Date

Witness Date



Hazen and Sawyer
620 Green Valley Road, Suite 101
Greensboro, NC 27408 • 336.312.2326

June 30, 2021

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

Re: Task 004 - Scope of Services for Northeast Rowan County Water System LCR Compliance Assistance

Dear Mr. Church:

Hazen and Sawyer is pleased to submit this scope of engineering services for Lead and Copper Rule (LCR) compliance support services in the Northeast Rowan County Water System.

In April 2021, Rowan County obtained approval for corrosion control treatment modifications at the Salisbury-Rowan Utilities water treatment plant, specifically to add zinc orthophosphate and adjust the finished water pH. In addition, the County is constructing a chemical booster station at the point-of-entry into the Northeast Rowan County Water System to further enhance the system's capabilities to maintain optimal and consistent water quality. The County is considering replacement of residential water plumbing at homes with elevated lead levels in tap samples.

Hazen and Sawyer (Engineer) proposes to continue supporting the County in these efforts to maintain LCR compliance and address lead in drinking water in certain homes in the Northeast Rowan County Water System.

Scope of Work

Task 1 – Miscellaneous LCR Compliance Assistance

The Engineer shall assist the County with LCR compliance in the Northeast Rowan County Water System and its efforts to address elevated lead levels in certain homes. This task includes the following services:

- Review distribution system water quality data for the Northeast Rowan County Water System following the SRU corrosion control treatment modifications for a duration of approximately 12 months.
- Review the results of Water Quality Parameter (WQP) samples required for LCR compliance during two 6-month monitoring periods starting in July 2021
- Develop one letter to coordinate state-designated WQP ranges with NCDEQ and assist with development of the WQP form
- Review the results of additional tap samples for lead and copper collected by the County. It is anticipated that this will consist of two 6-month monitoring periods of LCR compliance sampling starting in July 2021 as well as one additional systemwide voluntary sampling effort for planning residential water plumbing replacement.
- Provide guidance on updating the LCR sampling plan. It is anticipated that new sampling sites will need to be identified following plumbing replacement and to meet the requirements of the LCR Revisions. The Engineer shall prioritize potential sampling sites based on available GIS data and records of actual plumbing replacements. The Engineer shall review the results of up to 40 customer surveys or plumbing inspections at additional sites and provide guidance on selecting additional sampling sites.
- Provide guidance on maintenance of point-of-use (POU) filters previously provided to customers by the County, including filter cartridge replacement
- Assist the County with setting water quality targets for chemical dosing following startup of the chemical booster station at the point-of-entry.
- Develop four additional letters to NCDEQ regarding LCR compliance activities, such as booster station operation, plumbing replacement, voluntary sampling, and LCR sampling plan updates.
- Develop presentation materials and attend three meetings with NCDEQ
- Develop presentation materials and attend one Rowan County Board of Commissioners meeting to discuss lead corrosion control
- Review up to three customer communication materials developed by the County
- Participate in up to 10 conference calls with the County throughout the project.

Task 2 – Harvested Pipe Scale Analysis

The Engineer shall coordinate scale analysis of harvested plumbing materials from residential water plumbing in the Northeast Rowan County Water System. Understanding the scale characteristics can provide additional insight on factors influencing lead release should the problem persist in any lead bearing piping and assist the County in providing setting optimal treatment at the point-of-entry chemical booster station. This information will also provide more information to support regulatory compliance and coordination with officials for any remaining issues.

The Engineer shall provide guidelines for harvesting and shipping plumbing materials. Laboratory scale analysis of harvested LSLs will be performed under the supervision of Dr. Daniel Giammar at Washington University in St. Louis. Scale analysis of up to 3 pipe samples (assuming copper pipe with leaded solder joints) is included. The Engineer shall submit a brief memorandum describing the results of pipe scale analysis.

Proposed Fee

The services described in the Scope of Work will be billed on an hourly basis by employee classification, as shown in **Table 1**. Reimbursable project expense will be billed at cost. Estimated hours and fees for each task are shown in **Table 2**.

For these tasks, compensation to Hazen and Sawyer shall not exceed \$47,500 without prior authorization from Rowan County.

Table 1: Hourly Rates

Vice President	\$273
Associate Vice President	\$222
Senior Associate	\$205
Associate	\$175
Senior Principal Engineer	\$150
Principal Engineer	\$135
Assistant Engineer	\$112
Senior Principal Designer	\$145
Principal Designer	\$120
Field Coordinator	\$100
Editor/Admin	\$82

Table 2: Estimated Hours and Fees

Task	Description	Hours	Fee
1	LCR Compliance Assistance	229	\$40,000
2	Harvested Pipe Scale Analysis	24	\$4,500
<i>Other Direct Costs (Laboratory)</i>			\$3,000
Totals		314	\$47,500

We appreciate the opportunity to serve Rowan County. Please do not hesitate to call me if you have any questions regarding this proposal for the scope of work.

Sincerely,



Aaron D. Babson, PE
Senior Associate

cc:



Hazen and Sawyer
620 Green Valley Road, Suite 101
Greensboro, NC 27408 • 336.312.2326

June 30, 2021

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

**Re: Task 005 - Scope of Services for Northeast Rowan County Water System Additional
Construction Inspection Services and Surveying Services**

Dear Mr. Church:

Hazen and Sawyer is pleased to submit this scope of engineering services in the Northeast Rowan County Water System.

Task 1 – Additional Surveying Services

In March 2021, Rowan County requested for Hazen and Sawyer to coordinate surveying services to procure easement from Salisbury-Rowan Utilities (SRU) at the site for the new chemical booster pump station on Long Ferry Road. The invoice for this work is \$1,500 and will be provided at no additional markup. Our time to coordinate their quotes, invoicing and coordination of work is included below.

Task 2 – Additional Inspection Services

Additionally, Rowan County has requested additional inspection services than previously scoped in Task 1C, section b (96 total hours). The Contractor proposes to mobilize his crews in August 2021 and complete the project by the end of December 2021. To provide an average of three (3) full days of inspection services per week for five (5) months, a budget of 480 hrs would be required. Therefore, this proposal includes an additional budget of 384 hrs at the field coordinator rate.

Proposed Fee

The services described in the Scope of Work will be billed on an hourly basis by employee classification, as shown in **Table 1**. Reimbursable project expense will be billed at cost. Estimated hours and fees for each task are shown in **Table 2**.

For these tasks, compensation to Hazen and Sawyer shall not exceed \$43,350 without prior authorization from Rowan County.

Table 1: Hourly Rates

Vice President	\$273
Associate Vice President	\$222
Senior Associate	\$205
Associate	\$175
Senior Principal Engineer	\$150
Principal Engineer	\$135
Assistant Engineer	\$112
Senior Principal Designer	\$145
Principal Designer	\$120
Field Coordinator	\$100
Editor/Admin	\$82

Table 2: Estimated Hours and Fees

Task	Description	Hours	Fee
1	Additional Survey Services	Stewart	\$1,500
		3	\$450
2	Additional Inspection Services	384	\$38,400
	<i>Other Direct Costs (Mileage)</i>		\$3,000
	Totals	387	\$43,350

We appreciate the opportunity to serve Rowan County. Please do not hesitate to call me if you have any questions regarding this proposal for the scope of work.

Sincerely,



Aaron D. Babson, PE
Senior Associate

cc:

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner
DATE: 09/27/21
SUBJECT: Approval to Purchase 5 Transit Vehicles w/ Raised Roofs

Last Board meeting the Commissioners approved the purchase of 5 transit vehicles this request is for the remaining 5 transit vehicles. The Board approved State grant funding for the purchase of Light Transit Vehicles at the August 16, 2021 meeting. The State has now fully executed this agreement. Rowan County wishes to purchase these vehicles in accordance with G.S. 143-129(e)(9), that states the County is exempt from bidding requirements if the County purchases equipment from a State contract established by the Division of Purchase and Contract, if the contractor is willing to extend to the County the same or more favorable prices, terms and conditions as established in the state contract. Ilderton Conversion is willing to sale five (5) – raised roof vans with lifts to Rowan County Transit Department from the established prices for a cost of \$297,095.

Attached is the executed agreement with NCDOT, the pricing sheet from Ilderton Conversion. The purchase of the vehicles is within the approved fiscal year 2022 budget.

The Transit and Purchasing Departments recommend approval to purchase five raised roof vans with lifts from Ilderton Conversion for the cost not to exceed \$297,095.

ATTACHMENTS:

Description	Upload Date	Type
NCDOT Agreement	9/27/2021	Cover Memo
Ilderton Quote	9/27/2021	Cover Memo



Integrated Mobility Division TRANSMITTAL FORM

JWhite in Chief's SS
approval date

Approved more than
7 days ago?

CU Number

Included in Cash Spend
Plan?

Date:

From:

DocuSigned by:

Myra Freeman

Signature
DocuSigned by:
72B52699A0984D4...

Date

Ryan Brumfield

Signature
DocuSigned by:
72B52699A0984D4...

Date

WBS#:

County:

Item:

Project Description:

For Signature From:

DocuSigned by:

Julie White

Signature
DocuSigned by:
B1309F15DE4B46B...

Date

Parties to the Agreement:

Estimated Cost to NCDOT:

Funding:

Funding:

BOT Approval Date and Amount:

Award Letter Date(s):

Previous BOT Approval Dates and Amounts (if applicable):

Additional information (screenshot of previous BOT date(s)):

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

and

ROWAN COUNTY

PUBLIC TRANSPORTATION GRANT AGREEMENT FOR

BUS AND BUS FACILITY GRANT PROGRAM

Federal Award Identification

Agreement Number:

NCDOT Project Number: **21-39-037**

Approved Indirect Cost Rate: **NA**

FAIN Number(s):

CFDA Number: **20.526**

DUNS Number: **074494014**

Total Amount of Award: **\$658,000**

.....
Federal Funded Programs:

- | | |
|-------------------------------------|--|
| ☐ | 5303 Metropolitan Planning Grant |
| ☐ | 5307 Urbanized Area Formula Grant |
| ☐ | 5310 Elderly and Disabled Formula Grant |
| ☐ | 5311 Community Transportation Rural Formula Grant |
| ☐ | 5311 Appalachian Development Transit Assistance Program Grant |
| ☐ | 5311f Intercity Bus Grant |
| ☐ | 5316 Job Access Reverse Commute Grant |
| ☐ | 5317 New Freedom Grant |
| ☒ | 5339 Bus and Bus Facility Grant |

THIS AGREEMENT made this the 27th day of August, 2021,
(hereinafter referred to as AGREEMENT) by and between the NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department", an
agency of the State of North Carolina) and **ROWAN COUNTY**, (acting in its capacity as
the grant recipient hereinafter referred to as the "Subrecipient" and together with
Department as "Parties").

1. Purpose of Agreement

The purpose of this Agreement is to provide for the undertaking of nonurbanized and small urban public transportation services as described in the project application (hereinafter referred to as "Project") and to state the terms and conditions as to the manner in which the Project will be undertaken and completed. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

2. Availability of Funds

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

3. Period of Performance

This Agreement shall commence upon the date of execution with a period of performance for all expenditures that extends from **July 1, 2021 to June 30, 2022**. Any requests to change the Period of Performance must be made in accordance with the policies and procedures established by the Department or FTA. The Subrecipient shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

4. Project Implementation

- a. **Scope of Project.** Rowan County will purchase **(5) 20ft LTVs with lifts and (5) Raised roof vans with lifts.**
- b. The Subrecipient shall undertake and complete the project in accordance with the procedures, terms, and conditions herein and as included in the related grant application for financial assistance, the terms of which are incorporated by reference.

- c. Amendment. Any amendment to this Agreement shall be done in writing and in accordance with established policies and procedures and only by mutual consent of the Parties.

5. Cost of Project/Project Budget

The total cost of the Project approved by the Department is **SIX HUNDRED FIFTY-EIGHT THOUSAND DOLLARS (\$658,000)** as set forth in the Project Description and Budget, incorporated into this Agreement as **Attachment A**. The Department shall provide, from Federal and State funds, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible Administrative, Operating, and Capital expenses. The Subrecipient hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the Department's maximum (Federal plus State shares) contribution. The net cost is the price paid minus any refunds, rebates, or other items of value received by the Subrecipient which have the effect of reducing the actual cost.

Capital WBS	Capital Total	Capital Federal (80%)	Capital State (10%)	Capital Local (10%)
44637.21.2.3	\$658,000	526,400	\$65,800	\$65,800
Agreement #				
Project Total	Project Total	Project Total Federal	Project Total State	Project Total Local
	\$658,000	\$526,400	\$65,800	\$65,800

6. Project Expenditures, Payments, and Reimbursement

- a. General. The Department, utilizing available state and federal funds, shall reimburse the Subrecipient for allowable costs for work performed under the terms of this Agreement.
- b. Reimbursement Procedures. The Subrecipient shall submit for reimbursement all eligible costs incurred within the agreement Period of Performance.
- Claims for reimbursement shall be made no more than monthly or less than quarterly, using the State's grant system, Enterprise Business Services (EBS) Partner Application.
 - All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period. Any Subrecipient that fails to submit a request for reimbursement for the first two quarters of agreement fiscal year by January 31 or the last two quarters by July 31 will forfeit its ability to receive reimbursement for those periods.

- iii. All payments issued by the Department will be on a reimbursable basis unless the Subrecipient requests and the Department approves an advance payment.
- iv. Supporting documentation for proof of payment may be requested.
- c. Subrecipient Funds. Prior to reimbursement, the Subrecipient shall provide the Department with proof that the Subrecipient has met its proportionate share of project costs from sources other than FTA or the Department. Any costs for work not eligible for Federal and State participation shall be financed one hundred percent (100%) by the Subrecipient.
- d. Operating Expenditures. In order to assist in financing the operating costs of the project, the Department shall reimburse the Subrecipient for the lesser of the following when providing operating assistance:
 - i. The balance of unrecovered operating expenditures after deducting all farebox revenue, or
 - ii. The percentage specified in the Approved Project Budget of the allowable total operating expenditures which shall be determined by available funding.
- e. Travel Expenditures. The Subrecipient shall limit reimbursement for meals, lodging and travel to rates established by the State of North Carolina Travel Policy. Costs incurred by the Subrecipient in excess of these rates shall be borne by the Subrecipient.
- f. Allowable Costs. Expenditures made by the Subrecipient shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. They must be:
 - i. Consistent with the Project Description, plans, specifications, and Project Budget and all other provisions of this Agreement
 - ii. Necessary in order to accomplish the Project
 - iii. Reasonable in amount for the goods or services purchased
 - iv. Actual net costs to the Subrecipient, i.e., the price paid minus any refunds (eg, refundable sales and use taxes pursuant to NCGS 105-164.14), rebates, or other items of value received by the Subrecipient that have the effect of reducing the cost actually incurred

- v. Incurred (and be for work performed) within the period of performance and period covered of this Agreement unless specific authorization from the Department to the contrary is received
 - vi. Satisfactorily documented
 - vii. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department
- g. Excluded Costs. The Subrecipient understands and agrees that, except to the extent the Department determines otherwise in writing, the Department will exclude:
- i. Any Project cost incurred by the Subrecipient before the period of performance of the agreement,
 - ii. Any cost that is not included in the latest Approved Project Budget,
 - iii. Any cost for Project property or services received in connection with a third-party contract, sub-agreement, lease, or other arrangement that is required to be, but has not been, concurred in or approved in writing by the Department, and
 - iv. Any cost ineligible for FTA participation as provided by applicable Federal or State laws, regulations, or directives.
- h. Final Allowability Determination. The subrecipient understands and agrees that payment to the subrecipient on any Project cost does not constitute the Federal or State Government's final decision about whether that cost is allowable and eligible for payment and does not constitute a waiver of any violation by the subrecipient of the terms of this Agreement. The subrecipient acknowledges that the Federal or State Government will not make a final determination about the allowability and eligibility of any cost until an audit of the Project has been completed. If the Federal or State Government determines that the subrecipient is not entitled to receive any portion of the Federal or State assistance the subrecipient has requested or provided, the Department will notify the Subrecipient in writing, stating its reasons. The Subrecipient agrees that Project closeout will not alter the Subrecipient's responsibility to return any funds due the Federal or State Government as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the Federal or State Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal or State law or regulation, the Federal or State Government may recover any Federal or State assistance funds made available for the Project as necessary to satisfy any outstanding monetary claims that the Federal or State Government may have against the Subrecipient.

- i. Federal or State Claims, Excess Payments, Disallowed Costs, Including Interest.
 - i. Subrecipient's Responsibility to Pay. Upon notification to the Subrecipient that specific amounts are owed to the Federal or State Government, whether for excess payments of Federal or State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Department promptly the amounts owed, including applicable interest and any penalties and administrative charges within 60 days of notification.
 - ii. Interest Paid to the Department. The Subrecipient agrees to remit to the Department interest owed as determined in accordance with NCGS § 147-86.23.
 - iii. Interest and Fees Paid on Federal Funds. For amounts owed by the Subrecipient to the Federal Government, whether for excess payments of Federal assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Federal Government promptly the amounts owed, including applicable interest, penalties and administrative charges as established by the Federal Transit Authority Master Agreement with NCDOT.
- j. De-obligation of Funds. The Subrecipient agrees that the Department may de-obligate unexpended Federal and State funds for grants that are inactive for six months or more.
- k. Project Closeout. Project closeout occurs when the Department issues the final project payment or acknowledges that the Subrecipient has remitted the proper refund. The Subrecipient agrees that Project closeout by the Department does not invalidate any continuing requirements imposed by this Agreement.

7. Accounting Records

- a. Establishment and Maintenance of Accounting Records. The Subrecipient shall establish and maintain separate accounts for the public transportation program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with most current approved Project Budget and shall be reported to the Department in accordance with NCDOT Uniform Public Transportation Accounting System (UPTAS) guide.
- b. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the Subrecipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.

8. Reporting, Record Retention, and Access

- a. Progress Reports. The Subrecipient shall advise the Department, through EBS, regarding the progress of the Project at a minimum quarterly, and at such time and in such a manner as the Department may require. Such reporting and documentation may include, but not be limited to: operating statistics, equipment usage, meetings, progress reports, and monthly performance reports. The Subrecipient shall collect and submit to the Department such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the Department. Reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the Department. Progress reports throughout the useful life of the project equipment shall be used, in part, to document utilization of the project equipment. Failure to fully utilize the project equipment in the manner directed by the Department shall constitute a breach of contract, and after written notification by the Department, may result in termination of the Agreement or any such remedy as the Department deems appropriate.
- b. Failure to comply with grant reporting and compliance guidelines set forth in the NCDOT PTD State Management Plan could result in financial penalties up to and including loss of current and future grant funding.
- c. Record Retention. The Subrecipient and its third party subrecipients shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Subrecipient, or until all audit exceptions have been resolved, whichever is longer.
- d. Project Closeout. The Subrecipient agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.
- e. State Auditor Oversight. The Subrecipient agrees to audit oversight by the Office of the State Auditor, to provide the Office of the State Auditor with access to accounting records, and to make available any audit work papers in the possession of any auditor of the Subrecipient.
- f. Financial Reporting and Audit Requirements. In accordance with 09 NCAC 03M.0205, all reports shall be filed with the Department in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audit Reports must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.
- g. Parts Inventory. Financial audits must address parts inventory management.

- h. Third Party Loans. Within 30 days of receipt, the Subrecipient shall disclose to the Department any loans received from a local government entity or other entity not party to this agreement.
- i. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with Title 2 CFR 200, Subpart F "Audit Requirements" are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in Title 2 CFR 200, Subpart E "Cost Principles." The cost of any audit not conducted in accordance with Title 2 CFR 200 and NCGS§ 159-34 is unallowable and shall not be charged to State or Federal grants.

9. Compliance with Laws and Regulations

- a. No terms herein shall be construed in a manner that conflicts with the rules and regulations of the Department or with state or federal law.
- b. The Subrecipient agrees to comply with all applicable state and federal laws and regulations, including titles 09 NCAC 3M and 19A NCAC 5B, as amended.

10. Conflicts of Interest Policy

The subrecipient agrees to file with the Department a copy of the subrecipient's policy addressing conflicts of interest that may arise involving the subrecipient's management employees and the members of its board of directors or other governing body. The subrecipient's policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the subrecipient's employees or members of its board or other governing body, from the subrecipient's disbursing of State funds, and shall include actions to be taken by the subrecipient or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The conflicts of interest policy shall be filed with the Department prior to the Department disbursing funds to the subrecipient.

Prohibition on Bonus or Commission Payments

The Subrecipient affirms that it has not paid and will not pay any bonus or commission to any party to obtain approval of its Federal or State assistance application for the Project.

11. Tax Compliance Certification

The Subrecipient shall complete and submit to the Department a sworn written statement pursuant to NCGS 143C-6-23(c), stating that the Subrecipient does not have any overdue tax debts, as defined by GS 105-243.1, at the Federal, State, or local level. The Subrecipient acknowledges that the written statement must be submitted to the Department prior to execution of this Agreement and disbursement of funds. The certification will be incorporated into this Agreement as Attachment B.

12. Assignment

- a. Unless otherwise authorized in writing by the Department, the Subrecipient shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Department.
- b. The Subrecipient agrees to incorporate the terms of this agreement and any applicable State or Federal requirements into written third-party contracts, sub-agreements, and leases, and to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance, except to the extent the Department determines otherwise in writing.

13. Hold Harmless.

Except as prohibited or otherwise limited by law, the Subrecipient agrees to indemnify, save, and hold harmless the Department, the State of North Carolina and the United States of America and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Subrecipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project.

14. Real Property, Equipment, and Supplies.

Federal or State Interest. The Subrecipient understands and agrees that the Federal or State Government retains an interest in any real property, equipment, and supplies financed with Federal or State assistance (Project property) until, and to the extent, that the Federal or State Government relinquishes its Federal or State interest in that Project property. With respect to any Project property financed with Federal or State assistance under this Agreement, the Subrecipient agrees to comply with the following provisions, except to the extent FTA or the Department determines otherwise in writing:

- a. Use of Project Property. The Subrecipient agrees to maintain continuing control of the use of Project property. The Subrecipient agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period and used to support public transportation activities) for the duration of the useful life of that property, as required by FTA or the Department. Should the Subrecipient unreasonably delay or fail to use Project property during the useful life of that property, the Subrecipient agrees that it may be required to return the entire amount of the Federal and State assistance expended on that property. The Subrecipient further agrees to notify the Department immediately when any Project

property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Subrecipient has made in its Application or in the Project Description for this Agreement for the Project. In turn, the Department shall be responsible for notifying FTA.

- b. Maintenance and Inspection of Vehicles. The Subrecipient shall maintain vehicles at a high level of cleanliness, safety, and mechanical soundness in accordance with the minimum maintenance requirements recommended by the manufacturer and comply with the Department's State Management Plan ("SMP"). The Subrecipient shall register all vehicle maintenance activities into the Department's Asset Management System (AssetWorks) or an electronic version of same. The Department shall conduct frequent inspections to confirm proper maintenance pursuant to this subsection and the SMP. The Subrecipient shall collect and submit to the Department at such time and in such manner as it may require information for the purpose of the Department's Asset Management System (AssetWorks) and the Transit Asset Maintenance ("TAM") Plan.
- c. Maintenance and Inspection of Facilities and Equipment. The Subrecipient shall maintain any Project facility, including any and all equipment installed into or added on to the facility as part of the Project, in good operating order and at a high level of cleanliness, safety and mechanical soundness in accordance with good facility maintenance and upkeep practices and in accordance with the minimum maintenance requirements recommended by the manufacturer for all equipment installed in or added to the facility as part of the Project. Such maintenance shall be in compliance with applicable Federal and state regulations or directives that may be issued, except to the extent that the Department determines otherwise in writing. The Subrecipient shall document its maintenance program in a written plan. The Department shall conduct inspections as it deems necessary to confirm proper maintenance on the part of the Subrecipient pursuant to this subsection and SMP. Such inspections may or may not be scheduled ahead of time but will be conducted such that they shall not significantly interfere with the ongoing and necessary functions for which the Project was designed. The Subrecipient shall make every effort to accommodate such inspections by the Department in accordance with the Department's desired schedule for such inspections.
- d. The Subrecipient shall collect and submit to the Department at such time and in such manner as the Department may require information for the purpose of updating the TAM Plan Inventory and any and all other reports the Department deems necessary. The Subrecipient shall also maintain and make available to the Department upon its demand all documents, policies, procedures, purchase orders, bills of sale, internal work orders and similar items that demonstrate the Subrecipient's maintenance of the facility in good operating order and at a high level of cleanliness, safety and mechanical soundness.
- e. Incidental Use. The Subrecipient agrees that any incidental use of Project property will not exceed that permitted under applicable laws, regulations, and directives.

- f. Title to Vehicles. The Certificate of Title to all vehicles purchased under the Approved Budget for this Project shall be in the name of the Subrecipient. The Department's Public Transportation Division shall be recorded on the Certificate of Title as first lien-holder. In the event of project termination or breach of contract provisions, the Subrecipient shall, upon written notification by the Department, surrender Project equipment and/or transfer the Certificate(s) of Title for Project equipment to the Department or the Department's designee within 30 days of request.
- g. Encumbrance of Project Property. The Subrecipient agrees to maintain satisfactory continuing control of Project property as follows:
- (1) Written Transactions. The Subrecipient agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal and State interest in that Project property.
 - (2) Oral Transactions. The Subrecipient agrees that it will not obligate itself in any manner to any third party with respect to Project property.
 - (3) Other Actions. The Subrecipient agrees that it will not take any action adversely affecting the Federal and State interest in or impair the Subrecipient's continuing control of the use of Project property.
- h. Alternative Use, Transfer, and Disposition of Project Property. The Subrecipient understands and agrees any alternative uses, transfers, or disposition of project property must be approved by the Department and done in accordance with Departmental procedures.
- i. Insurance Proceeds. If the Subrecipient receives insurance proceeds as a result of damage or destruction to the Project property, the Subrecipient agrees to:
- (1) Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or
 - (2) Return to the Department an amount equal to the remaining Federal and State interest in the damaged or destroyed Project property.
- j. Misused or Damaged Project Property. If any damage to Project property results from abuse or misuse occurring with the Subrecipient's knowledge and consent, the Subrecipient agrees to restore the Project property to its original condition or refund the value of the Federal and State interest in that property, as the Department may require.

- k. Responsibilities after Project Closeout. The Subrecipient agrees that Project closeout by the Department will not change the Subrecipient's Project property management responsibilities, and as may be set forth in subsequent Federal and State laws, regulations, and directives, except to the extent the Department determines otherwise in writing.

15. Insurance

The Subrecipient shall be responsible for protecting the state and/or federal financial interest in the facility construction/renovation and equipment purchased under this Agreement throughout the useful life. The Subrecipient shall provide, as frequently and in such manner as the Department may require, written documentation that the facility and equipment are insured against loss in an amount equal to or greater than the state and/or federal share of the real value of the facility or equipment. Failure of the Subrecipient to provide adequate insurance shall be considered a breach of contract and, after notification may result in termination of this Agreement. In addition, other insurance requirements may apply. The Subrecipient agrees to comply with the insurance requirements normally imposed by North Carolina State and local laws, regulations, and ordinances, except to the extent that the Department determines otherwise in writing.

16. Termination

- a. Either party may terminate the Agreement by providing 60 days written notice to the other party, or as otherwise permitted by law.
- b. Should the Subrecipient terminate the Agreement without the concurrence of the Department, the Subrecipient shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the work.

17. Additional Repayment Requirements and Remedies

- a. The repayment requirements and remedies addressed in this Paragraph are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay unspent funds. No remedy conferred or reserved by or to the Department is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- b. If there is a breach of any of the requirements, covenants or agreements in this Agreement (including, without limitation, any reporting requirements), or if there are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof),

the Subrecipient agrees that the Department may require repayment from the Subrecipient of an amount of funds to be determined in the Department's sole discretion but not to exceed the amount of funds the Subrecipient has already received under this Agreement.

18. Civil Rights and Equal Opportunity

Under this Agreement, the Subrecipient shall at all times comply with the requirements included as part of this agreement in the Federal Terms and Conditions.

19. Choice of Law and Venue

This agreement is to be interpreted according to the laws of the State of North Carolina. The Parties hereby agree that the proper venue for any claims filed as a result of this Agreement shall be the Superior Court of Wake County, North Carolina.

20. Severability

If any provision of the FTA Master Agreement or this Agreement for the Project is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable Federal or State laws or regulations.

21. Incorporated Terms and Conditions

In addition to the Terms and Conditions contained in this agreement and the terms and conditions included in the grant application, which are hereby incorporated by reference, additional terms and conditions incorporated by reference into this agreement are checked below.



Federal Terms and Conditions, Attached

22. Federal Terms and Conditions

State Management Plan. The State Management Plan for Federal and State Transportation Programs and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the Department. Nothing shall be construed under the terms of this Agreement by the Department or the Subrecipient that shall cause any conflict with Department, State, or Federal statutes, rules, or regulations.

Allowable Costs. Eligible costs are those costs attributable to and allowed under the FTA program and the provisions of 2 CFR Parts 200 and 1201, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

No Federal Government Obligations to Third Parties. The Subrecipient acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Subrecipient or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

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

Program Fraud and False or Fraudulent Statements or Related Acts. The Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to its actions pertaining to this project. Upon execution of the underlying Agreement, the Subrecipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Subrecipient to the extent the Federal Government deems appropriate.

The Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC chapter 53, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5323(l) on the Subrecipient, to the extent the Federal Government deems appropriate.

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

Access to Records and Reports.

a. Record Retention. The Subrecipient will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

c. Access to Records. The Subrecipient agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this Agreement as reasonably may be required.

d. Access to the Sites of Performance. The Subrecipient agrees to permit FTA and its contractors access to the sites of performance under this Agreement as reasonably may be required.

Federal Changes. The Subrecipient agrees to comply with all applicable federal requirements and federal guidance. All the standards or limits included in this agreement are minimum requirements. The federal requirements and guidance that applied at the time of the award this Agreement may be modified from time to time, and the modifications will apply to the Subrecipient.

Civil Rights and Equal Opportunity. Under this Agreement, the Subrecipient shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 USC § 5332, the Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Subrecipient agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e et seq., and Federal transit laws at 49 USC § 5332, the Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC § 2000e note. The Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such

action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 USC §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR part 1625, the Age Discrimination Act of 1975, as amended, 42 USC § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR part 90, and Federal transit law at 49 USC § 5332, the Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, the Americans with Disabilities Act of 1990, as amended, 42 USC § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 USC § 4151 et seq., and Federal transit law at 49 USC § 5332, the Subrecipient agrees that it will not discriminate against individuals on the basis of disability. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

Disadvantaged Business Enterprises. It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Federal Funds. The Subrecipient is also encouraged to give every opportunity to allow DBE participation in Supplemental Agreements. The Subrecipient, subconsultant, and subcontractor shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Subrecipient shall comply with applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Subrecipient to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the Department deems necessary.

When payments are made to Disadvantaged Business Enterprise (DBE) Subrecipients, including material suppliers, Subrecipients at all levels (Subrecipient, Subconsultant or Subrecipient) shall provide the Contract Administrator with an accounting of said payments. The accounting shall be listed on the Department's Subrecipient Payment Information Form (Form DBE-IS). In the event the Subrecipient has no DBE participation, the Subrecipient shall indicate this on the Form DBE-IS by entering the word 'None' or the number 'zero' and the form shall be signed. Form DBE-IS may be accessed on the website at: <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

A responsible fiscal officer of the payee Subrecipient, subconsultant or Subrecipient who can attest to the date and amounts of the payments shall certify that the accounting is

correct. A copy of an acceptable report may be obtained from the Department of Transportation. This information shall be submitted as part of the requests for payments made to the Department.

Prompt payment provisions. When a subcontractor has performed in accordance with the provisions of his contract, the contractor shall pay to his subcontractor and each subcontractor shall pay to his subcontractor, within seven days of receipt by the contractor or subcontractor of each periodic or final payment, the full amount received for such subcontractor's work and materials based on work completed or service provided under the subcontract NCGS §22C-1.

Incorporation of FTA Terms. Provisions of this Agreement include, in part, certain standard terms and conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1, as amended, are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any Department request, which would cause the Department to be in violation of FTA terms and conditions, as referenced in the current FTA Master Agreement shall prevail and be the instrument governing the receipt of Federal assistance from the Federal Transit Administration.

Energy Conservation. The Subrecipient agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Subrecipient shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 CFR part 180. As such, the Subrecipient shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded Agreement and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting this Agreement, Subrecipient certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined by the Department that the Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the Department, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Subrecipient agrees to comply with the requirements of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 1200, throughout the period of this Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount.

Lobbying Restrictions. The Subrecipient agrees that neither it nor any third-party participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve this agreement, including any extension or modification, according to the following:

(1) Laws, Regulations, Requirements, and Guidance. This includes:

(a) The Byrd Anti-Lobbying Amendment, 31 USC § 1352, as amended,

(b) U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR part 20, to the extent consistent with 31 USC § 1352, as amended, and

(c) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and

(2) Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the subrecipient's proper official channels.

The Subrecipient agrees to submit a signed and dated Certification on Lobbying that appears in the attachment.

Clean Air Act and Federal Water Pollution Control Act. The Subrecipient agrees:

1) It will not use any violating facilities;

2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"

3) It will report violations of use of prohibited facilities to FTA; and

4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 USC §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 USC §§ 1251-1387).

Public Transportation Employee Protective Arrangements. The Subrecipient agrees to comply with the following employee protective arrangements of 49 USC § 5333(b):

1. Sections 5307 and 5339. Under this Agreement or any Amendments thereto that involve public transportation operations that are supported with 49 USC § 5307 or 49 USC § 5339 federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. Section 5311. When the Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 USC § 5311, U.S. DOL will provide a Special Warranty for its Award. The U.S. DOL Special Warranty is a condition of the Agreement.
3. Section 5310. The conditions of 49 USC § 5333(b) do not apply to Subrecipients providing public transportation operations pursuant to 49 USC § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 USC § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

Charter Service. The Subrecipient agrees to comply with 49 USC 5323(d), 5323(r), and 49 CFR part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 USC § 5323(d);
2. FTA regulations, "Charter Service," 49 CFR part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The Subrecipient agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply. The Subrecipient should also include the substance of this clause in each subcontract that may involve operating public transit services.

School Bus Operations. The Subrecipient agrees to comply with 49 USC 5323(f), and 49 CFR part 605, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 USC § 5323(f);
2. FTA regulations, "School Bus Operations," 49 CFR part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Subrecipient violates this School Bus Agreement, FTA may:

1. Bar the Subrecipient from receiving Federal assistance for public transportation; or
2. Require the Subrecipient to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Subrecipient shall include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

Substance Abuse Requirements (Recipients of Sections 5307, 5311, and 5339 funds only). The Subrecipient agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR parts 40 and 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations or the Department to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR part 655 and review the testing process. The Subrecipient agrees further to submit the Drug and Alcohol Management Information System (DAMIS) reports before February 15 to NCDOT Public Transportation Compliance Office or its designee.

23. Contract Administrators.

All notices permitted or required to be given by one Party to the other and all questions about this Agreement from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, postal address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, postal address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Department:

Name: Myra Freeman
Title: Financial Manager
Agency: NCDOT/PTD
Email: Msfreeman1@ncdot.gov
MSC: 1550 Mail Service Center – Raleigh, NC 27699-1550
Physical Address: 1 S. Wilmington St, Rm 542, Transportation Building, Raleigh, NC 27601
Phone: 919-707-4672 Fax: 919-733-2304

For the Subrecipient:

Name: Aaron Church
Title: County Manager
Agency: Rowan County
Address: 130 West Innes St, Salisbury, NC 28144
Email: Aaron.Church@rowancountync.gov
Phone: 704-216-8185

IN WITNESS WHEREOF, this Agreement has been executed by the Department, an agency of the State of North Carolina, and the Subrecipient by and through a duly authorized representative and is effective the date and year first above written.

ROWAN COUNTY

SUBRECIPIENT'S FEDERAL TAX ID

NUMBER:

56-6000336

SUBRECIPIENT'S FISCAL YEAR END:

JUNE 30, 2022

BY:  

08/25/2021

TITLE: **COUNTY MANAGER**

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

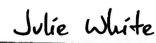
ATTEST: 
Jim Hovinen (Aug 25, 2021 14:26 EDT)

TITLE: Finance Director

08/25/2021

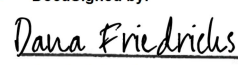
DEPARTMENT OF
TRANSPORTATION

DS


BY: DocuSigned by:


B1309F15DE4B46B...

TITLE: **DEPUTY SECRETARY FOR
MULTI-MODAL TRANSPORTATION**

ATTEST: DocuSigned by:

CC1CE0E85A944DB...

TITLE: Processing Agent

**Attachment
Certification Regarding Lobbying**

The Subrecipient certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Subrecipient's Authorized Representative: _____



Title: County Manager

Date: 08/25/2021

APPENDIX A

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
PROJECT NUMBER: 22-39-037
APPROVED BUDGET SUMMARY
EFFECTIVE DATE JULY 1, 2021

PROJECT SPONSOR: ROWAN COUNTY
PROJECT DESCRIPTION: FY22 BUS AND BUS FACILITY PROGRAM

I. TOTAL PROJECT EXPENDITURES

DEPARTMENT - 5330 - CAPITAL 44637.21.2.3 \$658,000
PERIOD OF PERFORMANCE JULY 1, 2021 THRU JUNE 30, 2022

II. TOTAL PROJECT FUNDING

BUS-ROLLING STOCK		<u>TOTAL</u>	<u>FEDERAL</u>	<u>STATE</u>	<u>LOCAL</u>
CAPITAL -	44637.21.2.3	100%	80.00%	10.00%	10%
AGREEMENT #		\$658,000	\$526,400	\$65,800	\$65,800
TOTAL		\$658,000	\$526,400	\$65,800	\$65,800

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET

PROJECT: 22-39-037
SPONSOR: ROWAN COUNTY
WBS: 44637.21.2.3

DEPARTMENT 5330 -CAPITAL BUS-ROLLING STOCK		
<u>OBJECT</u>	<u>TITLE</u>	<u>APPROVED BUDGET</u>
G546	20Ft LT W/L F-Rpl	325,000
G548	Lift-Equip Conver Van Rpl	327,500
G591	Veh Lettering/Logos	5,500
TOTAL CAPITAL		<u>\$ 658,000</u>

PROGRAM SUMMARY SHEET REQUIREMENTS



NORTH CAROLINA
Department of Transportation

5339
Bus and Bus Facilities

FEDERAL

Capital

PRINCIPLE	This guidance is for all subrecipients receiving planning assistance to support to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities including technological changes or innovations to modify low or no emission vehicles or facilities. Funding is provided through formula allocations and competitive grants. A sub-program provides competitive grants for bus and bus facility projects that support low and zero-emission vehicles.
ELIGIBLE SUBRECIPIENTS and ACTIVITIES	Eligible subrecipients: NCDOT is the designated recipient. Subrecipients may be public agencies or private nonprofit organizations engaged in public transportation in rural and small urban areas. Capital projects to replace, rehabilitate and purchase buses, vans, and related equipment, and to construct bus-related facilities, including technological changes or innovations to modify low or no emission vehicles or facilities.
FINANCIAL CAPACITY and MANAGEMENT	Subrecipients must have sufficient funds to operate and maintain the NCDOT-funded program, and plan for any future program needs. Subrecipients must have fiscal control and accounting procedures sufficient to permit tracking and reporting of grant funds. Any funds borrowed from a parent organization or governmental organization must be reported to NCDOT within 15 days.
AUDIT REPORTS and FINANCIAL STATEMENTS	Subrecipients that expend more than \$500,000 in federal funds from all sources per 09 NCAC 03M .0205 Minimum Reporting Requirements for Recipients and Subrecipients (including federal funds provided through NCDOT) in a year must submit the annual single audit required and evidence of resolution of findings related to the transit program to NCDOT.
VEHICLE TITLES	Subrecipients will title the equipment and NCDOT Public Transportation Division be named first lien holder. NCDOT will maintain the title documentation in its files. When the project equipment has been replaced, NCDOT will release the lien. Useful life standards are maintained in NCDOT's Transit Asset Management (TAM) Tier II Sponsored Plan. This inventory is updated on an annual basis.
INSURANCE	Subrecipients will maintain insurance as defined in the procedures.
MAINTENANCE	Subrecipients will maintain project equipment at a high level of cleanliness, safety, and mechanical soundness. An 80 percent on-time performance standard for equipment and wheelchair lifts has been set. All maintenance activities are entered into Trapeze EAM and performance is monitored. FTA- and State-funded facilities require a written maintenance plan and annual submission of the maintenance performed.
PROGRAM REPORTING	Subrecipients are required to report monthly or quarterly when claims are submitted and at the end of the year with the final claim. Penalties will be imposed when reports have not been submitted by the published reporting deadlines.

PROGRAM SUMMARY SHEET REQUIREMENTS

REFERENCES	<u>Section 5339 Circular - C 5100.1</u> <u>Award Management Requirements 5010.1E</u> <u>OMB's Uniform Administrative Requirements 2 CFR 200</u> <u>NC Public Transportation Business Guide</u> <u>09 NCAC 03M .0205 Minimum Reporting Requirements for Recipients and Subrecipients</u> State Management Plan
UPDATES/REVISIONS	Original Date: 4/20/2018 Last Amended Date:

**FY- 22 CTP REPLACEMENT CAPITAL
2022 FORD RAISED ROOF LIFT VAN ORDER FORM**

Send to: ILDERTON CONVERSION
P.O. Box 350
High Point, N.C. 27260
336-822-8709

Vendor No 56-0274930

FAX: 336.887.4043

ATTN: ODELL MCBRIDE

e-mail: omcbride@ilderton.com

Re: State Term Contract 070A
N.C. Department of Transportation/Integrated Mobility Division

P.O. No.: _____

Project No.: **22-39-037**

Order Date: _____
(date order placed with vendor)

From: **ROWAN COUNTY**
130 West Innes St., Salisbury, NC 28144
(grant applicant/recipient)
704-216-7753 **704-216-7978**
(phone number) (FAX number)

Contact : **Valerie Steele**
e-mail: valerie.steele@rowancountync.gov

VEHICLE ORDER

Base Vehicle Cost

Quantity	Diag. #	Description	Base Unit Cost	Total Cost
<u>5</u>	<u>3</u>	Lift Van w/ 2 stations All vehicles include as standard: Strobe light (with on/off switch), Driver and Front Passenger step & grab bar, Camera Pre-Wiring, Emergency roof hatch exit, Backup/Reverse camera 4" display.	\$ 58,527.00	\$ 292,635.00
<u>0</u>	<u>4</u>	Lift Van w/ 3 stations All vehicles include as standard: Strobe light (with on/off switch), Driver and Front Passenger step & grab bar, Camera Pre-Wiring, Emergency roof hatch exit, Backup/Reverse camera 4" display.	\$ 59,484.00	\$ -

Other Options (those over budget are at local cost only)

Quantity	Item no.	Description	Option Unit Cost	Total Cost
<u>0</u>	<u>5</u>	Lettering	\$ 359.00	\$ -
<u>0</u>	<u>6</u>	Logo Application - Labor only	\$ 51.00	\$ -
<u>5</u>	<u>7</u>	Auxilliary Round Red Brake Lights (2)	\$ 461.00	\$ 2,305.00
<u>5</u>	<u>8</u>	Auxiliary Red Strobe at Rear Door	\$ 431.00	\$ 2,155.00
<u>0</u>	<u>9</u>	CNG Prep Package	\$ 333.00	\$ -
<u>0</u>	<u>10</u>	Transit Door System	\$ 4,736.00	\$ -
<u>0</u>	<u>11</u>	Diamond Donation box	\$ 172.00	\$ -
<u>0</u>	<u>12</u>	OEM Interior - no cost	\$ -	\$ -
<u>0</u>	<u>13</u>	Bike Rack	\$ 1,444.00	\$ -
<u>0</u>	<u>15</u>	Removable Seats	\$ 779.00	\$ -
<u>0</u>	<u>16</u>	Portable Step	\$ 115.00	\$ -
<u>0</u>	<u>17</u>		\$ -	\$ -

GRAND TOTAL \$ 297,095.00

VAN COLOR: WHITE with GRAY INTERIOR PANELS AND SEATING

Lettering information: **Using local option for lettering**
System Name & Phone No.

Color and Style of 6" lettering: **N/A**

Striping information: **N/A**

Vehicle to be titled to: **ROWAN COUNTY**
130 West Innes St.
Salisbury, NC 28144

VENDOR MAY REQUIRE LOCAL MATCH (10%) OF TOTAL PURCHASE WHEN ORDER IS PLACED

Terms: Payment to vendor must be made within 30 days of acceptance of vehicle (sign off on insp. form).

RAISED ROOF VAN WITH LIFT SPECIFICATION AND PRICING INFORMATION

2022 Ford Transit U4X with 3.5L, V-6 engine; 148" wheelbase; 10,360 lb. GVWR; overall height - 107"; inside height - 77"; six (6) dual rear wheel steel belted radial (LT195/75R16) tires; jack and tire tools; 25 gallon fuel tank; 6-speed automatic transmission with overdrive and oil-to-air cooler; power, ABS brakes (all disc); power steering; tilt wheel and cruise control; heavy duty shocks, McPherson Struts, and springs; limited slip differential; **Advance Trac Roll Stability Control (RSC)**, heavy duty tow pkg; backup alarm; inside hood latch; dual power control sidemount heated mirrors with convex; power front door windows; Passenger entry at side sliding door with full side step; front doors with power door lock & keyless remote; front doors with side step & grab bar; deluxe two-speed intermittent wipers; instrument gauges; power outlets; AM/FM radio/clock; rear door "open" alarm system; 220 amp alternator; dual battery system of 1,520 cca (2- 760 cca); OEM high capacity front air conditioner/heater; OEM rear A/C and heater with front and rear vents (super engine cooling & heavy duty insulation package); privacy glass in passenger area; driver's storage area; roof vent/hatch; strobe light with on/off switch; padded stanchions and grab bars; transit-type bench seating (4" padding); 3 pt. passenger restraints; 8" seat extenders provided with each seat; Child Anchorage System provided (3-4/van); Altro smooth vinyl flooring with white center aisle; undercoating; rustproofing; oxygen tank securement; 5 lb. ABC fire extinguisher; 24-unit first aid kit; emergency window hammer/seat belt cutter tool; triangle warning kit, and Backup/Reverse Camera included w/ 4" Multi-functional Display. All vehicles are pre-wired for four-camera surveillance systems w/DVR units and two-way radio cabling. Braun Century II NCL1000FIB3454-2, 1,000lb Lift, interior lifts are fully automatic; lift platform approximately 34"x54" (measured 2" above surface); minimum 2 wheelchair stations; Q'Straint QRT 360 automatic retractable 4-point tie downs for each station and passenger restraints; six Quick Straps; wheelchair lift vans meet all FMVSS and ADA requirements; maximum weight lifted by lift is 800 lbs.; handrails have belt restraint between handrails; interlock system feature requires vehicle to be in park, emergency brake to be engaged, lift switch on, and lift door must be open.

WARRANTIES

Powertrain Limited Warranty: Engine, transmission and driveline only. 5 yrs/ 60,000 miles.

Corrosion policy "Outer-Panel Rust-Through Limited Warranty" 5yrs./unlimited miles.

Braun: Wheelchair Lift: Millennium wheelchair lift - 5 yr Limited Warranty.

Tires: 50,000 mile minimum tread life - check manufacturer

Mobility Transportation Services: 36 months on all "Alterer's" parts from the time the vehicle is delivered to the project site.

DELIVERY: 2022 Ford vans will be delivered in approximately 120-150 days after receipt of purchase order.

LIFT VAN seating arrangement:

Diagram #	Description and Base Price	Unit Cost
3.	Rear Lift with 2 Mobility Aid Stations All vehicles include as standard: • Strobe light (with on/off switch) • Driver & Front Passenger step & grab bar • Camera Pre-Wiring • Emergency roof hatch exit • Backup/Reverse camera 4" display. • RSC - Roll Stability Control	\$58,527.00
4.	Rear Lift with 3 Mobility Aid Stations All vehicles now include as standard: • Strobe light (with on/off switch) • Driver & Front Passenger step & grab bar • Camera Pre-Wiring • Emergency roof hatch exit • Backup/Reverse camera 4" display. • RSC - Roll Stability Control	\$59,484.00

Options:

Item #		
5.	Lettering: Specify SYSTEM NAME & PHONE NUMBER on order form 5" vinyl letters and numbers will be used on both sides of van.	\$ 359.00
6.	Logo Application - System to provide decal/ price is for labor only	\$ 51.00 each
7.	Two Round Red LED Auxilliary Brake Lights - Optronics, 7" round LED	\$ 461.00
8.	Auxiliary Red Strobe Light at the rear - Federal Signal	\$ 431.00
9.	CNG Prep-Package - OEM Ford (indicate which one on order form)	\$ 333.00

10. Transit Door System. Replaces passenger sliding door and includes electric door opener, lighting and lowered stepwell.	<u>\$ 4,736.00</u>
11. Diamond Donation Farebox 5 X 5	<u>\$ 172.00</u>
12 OEM Interior - no cost	<u>\$0.00</u>
12. Ford 3.2L Turbo Diesel, Front Mounted Engine - 5 yr./ 100,000 mile warranty; appropriate alternator and battery to be provided.	<u>\$ 3,521.00</u>
(agency must have budgeted appropriate amount in application for this to be an eligible option)	
13. Logo - Price includes paint and labor	<u>\$ 150.00</u> each
14. Painting and trim options:	
a. Striping - includes vinyl trim and labor ; indicate color(s) and location on van	<u>\$ 350.00</u>
b. Two-tone - includes vinyl trim and labor ; indicate color(s) and location on van	<u>\$ 900.00</u>
15. Service manual and CD	<u>\$ 300.00</u>
16. Additional 8" seat belt extender*	<u>\$ 29.00</u> each
*note one 8" seat extender is provided with each seat in new van	
17. Additional Q'Straint Quick Straps (Q5-7580). (6 Quick straps are std. with vehicle)	<u>\$ 6.00</u> each
18. Diamond NV Farebox	<u>\$ 1,335.00</u>
19. Destination sign-Transign D-8227, electric, furnished with minimum of 15 destinations Front Only	<u>\$ 2,150.00</u>
21. Upgraded OEM exterior left & right side mirrors with turn signal option w/ convex	<u>\$ 162.00</u>
22. Advanced Fast Idle System: Automatically increases engine speed when the vehicle voltage drops below 11.5V and the vehicle is in park with the park brake set. (In-Power)	<u>\$ 65.00</u>
23. Stepwell De-icer - A heated stepwell that can be ordered if the <u>Transit Door System</u> is ordered.	<u>\$ 600.00</u>
24. Portable Step - approximately 14" x 19" by Safety Step	<u>\$ 115.00</u>
25. Bike Rack - Stainless Steel rack for the front of van (Byk-Rak)	<u>\$ 1,444.00</u>
26. Remote passenger door opener - only for Transit Door System	<u>\$ 3,840.00</u>

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Finance Department & Sheriff Department
DATE: September 27, 2021
SUBJECT: Surplus Vehicle

Please see attached information on seized vehicle to be declared as surplus and allow Sheriff Department the ability to auction off vehicle.

Please declare attached vehicle as surplus and allow the Sheriff Department the ability to auction the vehicle off.

ATTACHMENTS:

Description	Upload Date	Type
Surplus Vehicle Details	9/27/2021	Backup Material

DEPARTMENT OF ADMINISTRATION

SURPLUS EQUIPMENT FORM

Type of Equipment: 2008 MERCEDES 4DR C300

County Asset Number: N/A

Description of item: 2008 MERCEDES 4DR C300
VIN # WDDGF54X38F153987 ^{COPY} OF REGISTRATION
CARD IS ATTACHED.

THIS WAS A DRUG SEIZURE VEHICLE.

Destroy: _____

Surplus: YES

Condition: (Check One)

- ☒ Poor
☐ Good
☐ Excellent

****IN ORDER FOR ANY SURPLUS EQUIPMENT TO BE PICKED UP BY THE MAINTENANCE DEPARTMENT, THIS FORM MUST BE COMPLETED AND TURNED IN WITH A MAINTENANCE REQUEST FORM FOR SURPLUS REMOVAL. ALL COMPUTER EQUIPMENT MUST HAVE THE DIRECTOR OF INFORMATION SYSTEMS SIGNATURE AND HIS RECOMENDATION FOR DISPOSAL.**

Kevin L. Auten

Department Director

Information Systems Director

Director of Administration

STATE OF NORTH CAROLINA REGISTRATION CARD

NC DIVISION OF MOTOR VEHICLES RECEIPT OF FEES PAID

NC LIC NUMBER		PLT EXP DATE		INSPECTION DUE	
VEHICLE ID # WDDGF54X38F153987				GROSS WT	
MAKE/SERIES MERZ		TITLE # 779191212654046		EQUIP #	
SHIPPING WEIGHT		STYLE 4S	YEAR 2008	FUEL G	TOTAL FEE
CLASSIFICATION			VEHICLE BRAND SVR		
CUSTOMER ID # OWNER 1 000011192447		CUSTOMER ID # OWNER 2		COUNTY ROWAN	
COUNTY OF ROWAN					

COUNTY OF ROWAN
HUT 172.50

130 W INNES ST
SALISBURY NC 28144-4375

*** TOTAL LOSS CLAIM ***

Please Fold Here

TOTAL 172.50

046 09/22/2021 T1C0468
CHCK

INSURANCE COMPANY AUTHORIZED IN NC

POLICY NUMBER



ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: County Attorney Jay Dees
DATE: September 28, 2021
SUBJECT: Irvin Septic Settlement Agreement

ATTACHMENTS:

Description	Upload Date	Type
Settlement Agreement and Release	9/28/2021	Cover Memo

SETTLEMENT AGREEMENT AND RELEASE

Kathy Irvin and Ryan Brown enters this Agreement in release and settlement of any and

Rowan County, and the Rowan County Health

R

The parties to this Agreement agree and stipulate that:

1. Ryan Brown is the owner of property located at 6915 NC Highway 152 in Rowan
NC Highway 152 property
2. DPH, as a division of DHHS, is responsible for the enforcement of rules and statutes regulating on-site wastewater systems and environmental health specialists in RCHD act as agents of DHHS for enforcement of such rules and statutes.
3. Kathy Irvin was issued an Improvement Permit and a Construction Authorization on August 12, 2019, to serve a 3-bedroom residence on the NC Highway 152 property.
4. On March 17, 2020, RCHD investigated and determined the wastewater system could not be installed as permitted. A new location for the wastewater system was identified on an adjoining parcel that Kathy Irvin owned. An easement for the wastewater system was obtained and a new Improvement Permit and Construction Authorization was issued by RCHD on March 24, 2020, which required utilizing an effluent pump with 300 feet of Accepted product for the 3-bedroom residence. The wastewater system was installed and inspected by RCHD. An Operation Permit was issued on April 1, 2020.
5. Ms. Irvin and Mr. Brown claims that RCHD improperly permitted the site and that RCHD and DHHS are responsible for the additional costs arising from the need to install a new

wastewater system in a new location.

Based upon the foregoing stipulations, and in consideration of the compromise of any claims arising from the matters set out herein and the payment of the sums set out herein, Ms. Irvin, Mr. Brown, DHHS and RCHD voluntarily and knowingly execute this Settlement Agreement and Release with the express intention of effecting the extinguishment of any and all rights, claims, demands or obligations which Ms. Irvin and Mr. Brown have or may have against DHHS, DPH, Rowan County, and RCHD on account of, connected with, growing out of or in any way arising out of the matters referred to herein.

NOW, THEREFORE, in consideration of the agreements contained herein, the parties agree to the following terms:

1. DHHS and RCHD will pay Ms. Irvin the costs for the installation for the difference between the Improvement Permit and the new Construction Authorization permitted on the NC Highway 152 property, and incidental costs, up to but not to exceed four thousand seven hundred and eighty-one dollars (\$4,781.00) in complete settlement of the matter set out herein. The actual cost of the system will be paid to Ms. Irvin and Mr. Brown by DHHS and RCHD, each paying fifty percent of the actual cost of two thousand three hundred ninety dollars and 50 cents (\$2,390.50).

2. Ms. Irvin and Mr. Brown have installed the permitted wastewater system, as designated by the new Construction Authorization issued by RCHD on March 24, 2020 and an Operation Permit was issued on April 1, 2020, on the NC Highway 152 property in accordance with all state and local laws and rules, including all applicable permits, authorizations, and approvals from RCHD, and agree to properly operate and maintain the wastewater system in

accordance with state and local laws and rules.

3. The parties agree that costs for the wastewater system to be paid by DHHS and RCHD, including but not limited to, easement acquisition, pump tank, effluent pump, control panel, supply lines, associated plumbing and electrical and all labor or services required for the installation of such items as specified in the Construction Authorization, are included in the payment provided by DHHS and RCHD in accordance with this agreement, up to and not exceeding the maximum amount specified in this Agreement. DHHS and RCHD shall bear no financial responsibility beyond the scope of work specified in the Construction Authorization and the maximum amount specified in this Agreement.

4. The parties agree that Ms. Irvin and Mr. Brown or their heirs, successors and assigns will perform all required operation and maintenance of the wastewater system for so long as the wastewater system and all such costs are solely the responsibility of Ms. Irvin and Mr. Brown or their heirs, successors and assigns.

5. For the sole and only consideration of a total amount stated above in paragraph 1, the undersigned Ms. Irvin and Mr. Brown, for their heirs, executors, administrators, successors and assigns, do RELEASE AND FOREVER DISCHARGE DHHS, including DPH, Rowan County, RCHD, and their present or former officers, employees, agents and servants, and anyone or any entity existing, both individually, and otherwise, specifically including but not limited to Robert Nations, Adrian Pruett, Gene Young and Kevin Neal, of and from any and all, known or unknown, claims, demands, damages, actions, causes of action of whatever kind or nature, for the evaluation, issuance, denial, suspension, or revocation of any wastewater permits and authorizations, specifically including but not limited to any repairs or authorizations for repairs of systems, or for any evaluation, preparation, excavation, or installation related to any wastewater

systems on the NC Highway 152 property or the installation, operation or maintenance of the wastewater system on the NC Highway 152 property, in any way connected to, either directly or indirectly, the approval or operation of a wastewater system on such property, or for any alleged breach of duty, neglect, violation of constitutional rights, financial losses, lost wages or income, interest or mortgage rates, recoupment of expenses, payments to third parties, emotional distress, pain and suffering, and any and all other damages on account of or arising from the matters set out herein.

6. Ms. Irvin and Mr. Brown acknowledge and agree that the release and discharge set forth herein is a general release of all claims on their behalf. Ms. Irvin and Mr. Brown understands that this release is made as a compromise to avoid expense and to terminate all controversy and/or claims for damages or injuries, subrogation and third-party or otherwise, of whatever nature, known or unknown, including future developments thereof, in any way growing out of or connected to the matters set out herein. Ms. Irvin and Mr. Brown expressly waive and assume the risk of any and all claims for damages, including any claims that they do not know or suspect to exist, whether through ignorance, oversight, error, negligence or otherwise, and that, if known, would materially affect their decision to enter into this settlement agreement and release.

7. Ms. Irvin and Mr. Brown understands and agrees that the sums paid by DHHS and RCHD are solely by way of compromise of any claims and are not to be construed as an admission of wrongdoing or liability, and DHHS, DPH, Rowan County, and RCHD specifically deny any wrongdoing or liability.

8. Nothing in this Agreement shall relieve Ms. Irvin and Mr. Brown of their responsibility to comply with applicable rules and statutes for wastewater systems.

9. If either party fails to abide by the terms of this Agreement, the other party shall

enjoy any applicable remedy at law to enforce the terms of this Agreement.

10. The parties understand and agree that they have read and reviewed this instrument and that this instrument contains the entire agreement between the parties hereto, that the terms of this Settlement Agreement and Release are in full settlement of all claims and are not mere recitals.

11. The parties understand and agree that the terms of this Settlement Agreement and Release are set out herein in their entirety and that no part of this Settlement Agreement and Release may be changed in any way unless the change is made in writing and signed by all parties.

12. This Agreement becomes binding on the parties hereto only when signed by all named parties. The parties agree that the parties may sign facsimile or electronic copies of this Agreement and it will have the same effect as an original signature, and signatures may be signed on separate pages and still have full force and effect.

In witness whereof, the parties hereto have executed this Settlement Agreement and Release on this the _____ day of _____, 2021 and have set forth their signatures and seals with the intention of executing this document under seal.

Kathy Irvin

Mark T. Benton
Assistant Secretary for Public Health
DPH, DHHS

Ryan Brown

Aaron Church
Rowan County Manager

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Valerie Steele, Airport and Transit Director
DATE: September 29, 2021
SUBJECT: Work Authorization with Talbert, Bright and Ellington, Inc. For New Hangar Buildings

ATTACHMENTS:

Description

Work Authorization

Upload Date

9/29/2021

Type

Cover Memo

WORK AUTHORIZATION

**ENGINEERING CONSULTING SERVICES BY:
TALBERT, BRIGHT and ELLINGTON, INC.**

**FOR:
NEW HANGAR BUILDINGS**

**AT:
MID-CAROLINA REGIONAL AIRPORT**

**REFERENCING:
NCDOT-DOA #:
TBE #3708-2103**

I. PROJECT SUMMARY

Mid-Carolina Regional Airport (RUQ) proposes to develop the following:

- Public Safety Hangar
- Three (3) Box Hangars
- Corporate Hangar

The following assumptions were made for the purpose of this Work Authorization.

1. Public Safety Hangar

- Hangar
 - 150-foot wide by 100-foot-deep hangar (15,000 SF)
 - Group 2 Type 2 (000) Maintenance Hangar
 - Design aircraft: Bell 412 Utility Helicopter (56.0833-foot length including rotors by 15.0 feet high)
 - Design aircraft: Gulfstream G500 (87.0833-foot wingspan by 91.16-foot length by 25.5-foot tail height)
 - Foam-water fire protection system with wheeled and portable fire extinguishers
 - Hydraulic hangar door – 120 feet clear width by 28 feet clear height
 - Concrete slab on grade designed for design aircraft capacity
 - Roof slopes will match existing 1:12 pitch
 - Factory-finished exterior metal panels for wall and roof – colors will match existing standard colors
 - Factory-finished interior metal liner wall panels to 10' inside hangar
 - Exterior man doors as required with glazed panels
 - Vinyl-faced reinforced insulation (R-30 at roof with thermal blocks, R-19 at walls with thermal tape)
 - Painted exposed steel structure in hangar

- 3-color, 3-part resinous flooring in hangar
- Water heater
- Emergency eye wash and deluge shower
- Utility sink
- Supply for ice maker and refrigerator
- Waste for ice maker
- Waste for lavatory cart
- One (1) interior hose bib and one (1) frost-proof exterior hose bib
- Internally drained hangar floor with fuel-oil-water separator and backup
- Downspouts to terminate into storm system drainage
- Supply and exhaust fans
- HVLS fans
- Aircraft grounding system
- Lightning arrest system
- High bay LED interior lighting
- Exterior lighting and building-mounted apron lighting (photocell/timeclock)
- Building obstruction lighting (photocell)
- 120V convenience receptacles
- Two (2) 208V tug charger receptacles inside hangar
- 480V power for hangar door
- Two (2) 100A 600V aircraft GPU receptacles (one inside, one outside)
- Generator and Automatic Transfer Switch (ATS)
- Office
 - 100-foot wide by 25-foot-deep (2,500 SF)
 - Training room/emergency operations for 16 persons
 - Kitchen/Breakroom
 - Rest rooms with showers and lockers
 - 400 SF office space
 - Laundry room
 - Parts storage room
 - First aid room
 - 3-6 dormitories
 - Separate area for Novant with office, rest room and storage
 - No fire protection (other than portable fire extinguishers)
 - Plumbing, Mechanical and Electrical systems
 - Junction boxes and conduit to above ceiling for IT only (no cable or infrastructure)
 - Underground conduits into electrical room for future IT connections

2. Three (3) Box Hangars

- One (1) 56-foot-wide by 62-foot-deep row hangars (3,472 SF)
- Two (2) 65-foot-wide by 62-foot-deep row hangars (4,030 SF each)
- Group 3 Type 2 (000) Storage Hangar
- Design aircraft: King Air 100 (46-foot wingspan, 40 feet long, 15.5-foot tail height)

- No fuel transfer, welding, torch cutting, torch soldering, doping or spray painting in the hangar area
- No fire protection system (other than wheeled and portable fire extinguishers)
- Hydraulic hangar door – clear width (TBD) by 18-foot clear height
- Concrete slab on grade designed for design aircraft capacity
- Roof slopes will match existing 1:12 pitch
- Factory-finished exterior metal panels for wall and roof – colors will match existing standard colors
- Factory-finished interior metal liner wall panels to 10 feet inside hangar
- Exterior man doors as required with glazed panels
- Vinyl-faced reinforced insulation (R-30 at roof with thermal blocks, R-19 at walls with thermal tape)
- Painted exposed steel structure in hangar (bid alternate)
- Internally drained hangar floor with fuel-oil-water separator and backup
- Downspouts will daylight with splash blocks
- Exhaust fans
- Aircraft grounding system
- Lighting arrest system
- High bay LED lighting
- Exterior lighting and building-mounted apron lighting (photocell/timer)
- Building obstruction lighting (photocell)
- 120V convenience receptacles (3-4 per bay)
- Electrical breaker box located outside of building
- Separately meter each tenant space

3. Corporate Hangar with Charter Management and Flight School

- Hangar
 - 150-foot wide by 100-foot-deep hangar (15,000 SF)
 - Group 2 Type 2 (000) Maintenance Hangar
 - Design aircraft: Gulfstream G500 (87.0833-foot wingspan by 91.16-foot length by 25.5-foot tail height)
 - Foam-water fire protection system with wheeled and portable fire extinguishers
 - Hydraulic hangar door – 120 feet clear width by 28-foot clear height
 - Concrete slab on grade designed for design aircraft capacity
 - Roof slopes will match existing 1:12 pitch
 - Factory-finished exterior metal panels for wall and roof – colors will match existing standard colors
 - Factory-finished interior metal liner wall panels to 10 feet inside hangar
 - Exterior man doors as required with glazed panels
 - Vinyl-faced reinforced insulation (R-30 at roof with thermal blocks, R-19 at walls with thermal tape)
 - Painted exposed steel structure in hangar
 - 3-color, 3-part resinous flooring in hangar
 - Water heater
 - Emergency eye wash and deluge shower

- Utility sink
- Supply for ice maker and refrigerator
- Waste for ice maker
- Waste for lavatory cart
- One (1) interior hose bib and One (1) frost-proof exterior hose bib
- Internally drained hangar floor with fuel-oil-water separator and backup
- Downspouts to terminate into storm system drainage
- Supply and exhaust fans
- HVLS fans
- Aircraft grounding system
- Lightning arrest system
- High bay LED interior lighting
- Exterior lighting and building-mounted apron lighting (photocell/timer)
- Building obstruction lighting (photocell)
- 120V convenience receptacles
- Two (2) 208V tug charger receptacles inside hangar
- 480V power for hangar door
- Two (2) 100A 600V aircraft GPU receptacles (one inside, one outside)
- Generator and Automatic Transfer Switch (ATS)

- Office
 - 100-foot deep by 45-foot-wide (4,500 SF), single story
 - 2-hour fire rated shaft wall separation from hangar
 - Public areas:
 - Public lobby with reception
 - Concierge area
 - Public unisex restrooms
 - Storage
 - Flight School areas:
 - Training room
 - Conference room
 - Bathroom with shower
 - Chief Pilot office
 - Director of Operations office
 - Owner's office
 - Break room
 - Staff rest room
 - Storage
 - Charter Operations areas:
 - Briefing room
 - Aircraft Manager's office
 - Maintenance office
 - Pilot's lounge
 - Quiet room
 - Pilot bathroom with shower
 - Storage

- Other areas service from hangar:
 - Parts storage
 - Lav cart
 - Galley
 - Mechanic's restrooms with showers and lockers
 - Storage
 - Electrical room
 - Custodial area
- Wet fire protection system with portable fire extinguishers
- Plumbing, Mechanical and Electrical systems
- Junction boxes and conduit to above ceiling for IT only (no cable or infrastructure)
- Underground conduits into electrical room for future IT connections

II. CONSULTANT'S SCOPE OF WORK OVERVIEW

Architectural and Engineering Services will be provided for preparation of design and bidding of the contract plans and specifications for one (1) schedule of work contained in one (1) set of bid documents, with the intent of all the work being funded by Rowan County, as depicted in the attached exhibits, for the Mid-Carolina Regional Airport in accordance with the Master Contract. This proposal for Schematic Design through Bidding and Permitting includes Ground Survey, Geotechnical, Architectural, Structural, Fire Protection, Plumbing, Mechanical, Electrical, and Civil Services for the above referenced Project Summary.

III. DESIGN CRITERIA AND REQUIREMENTS

- ADO Generated "Airport Sponsor Grant Expectations"
- FAA AC 150/5300-13A; Airport Design
- FAA AC 150/5320-6F; Airport Pavement Design and Evaluation
- FAA AC 150/5340-1M; Standards for Airport Markings
- FAA AC 150/5370-2G; Operational Safety On Airports During Construction
- FAA AC 150/5370-10H; Standards for Specifying Construction of Airports
- FAA AC 150/5340-30J Design and Installation Details for Airport Visual Aids

*Advisory Circulars used will be most up to date versions.

IV. WORK TASKS

BASIC SERVICES

The Engineer will prepare one (1) set of plans and specifications as part of the Design Phase services. The Architect and Engineer will prepare the following packages throughout design and bidding of the project:

SCHEMATIC DESIGN PHASE PACKAGE:

- Meeting with Owner to confirm program requirements
- Verify code and construction requirements
- Conduct geotechnical borings and provide evaluation report for the buildings
- Provide architectural package including plans, elevations and written narrative for project area
- Provide structural engineering written narrative
- Provide fire protection, plumbing, mechanical, electrical, and civil written narratives
- Meeting to approve schematic design deliverable

CONSTRUCTION DOCUMENT PACKAGE:

- General coordination with design team
- Provide background plans to design team
- Provide project construction documents plans and specifications for the project
- Participate in on-site meetings as required with the Owner to review project deliverables

BIDDING AND PERMITTING PACKAGE:

- Notify potential contractors and coordinate pre-advertisement meeting
- Submit plans to County for obtaining building permit
- Submit plans to NCDEQ for obtaining grading permit
- Respond to plan reviewer comments and revise plans as required
- Assist in distribution of plans and specifications to bidders
- Attend on-site pre-bid conference
- Respond to bidders' questions and requests for clarifications
- Prepare addenda as required
- Attend on-site bid opening
- Prepare bid tabulation of received bids
- Recommend low bidder to Owner
- This proposal includes only one bid advertisement, pre-bid conference and bid opening

Note: This Work Authorization does not include preparing a WBE/MBE/DBE plan or goal, nor will one be used for the project, since the construction will be funded by the County.

V. PROJECT SCHEDULE

Work shall be completed in accordance with the schedule established and agreed upon by the Owner and Engineer. Assumed schedule is as follows:

<i>Phase</i>	<i>Timeframe</i>
▪ Schematic Design Phase	2 months
▪ Construction Document Phase	4 months
▪ Bidding and Permitting	1 to 2 months

VI. GENERAL ASSUMPTIONS AND CLARIFICATIONS

It is assumed that the design will follow standard FAA requirements and one (1) primary schedule of work will be provided (in one plan/specification set), with the intent of project funding being provided by one grant. It is assumed that at least three (3) responsive bids will be obtained during the first bid opening, so only one (1) bid opening is required, consistent with North Carolina Bidding Statutes. See Sections “I” and “II” above for additional assumptions related to the proposed scope of services.

VII. CONTACT/CLOSING

Agreed as to Scope of Services, Time Schedule, and Budget:

**OWNER:
ROWAN COUNTY
130 West Innes Street
Salisbury, NC 28144
704-216-8180**

**ENGINEER:
TALBERT, BRIGHT and
ELLINGTON, INC.
3525 Whitehall Park Drive
Suite 210
Charlotte, NC 28273
704-426-6070**

BY:

BY:

TITLE:

TITLE:

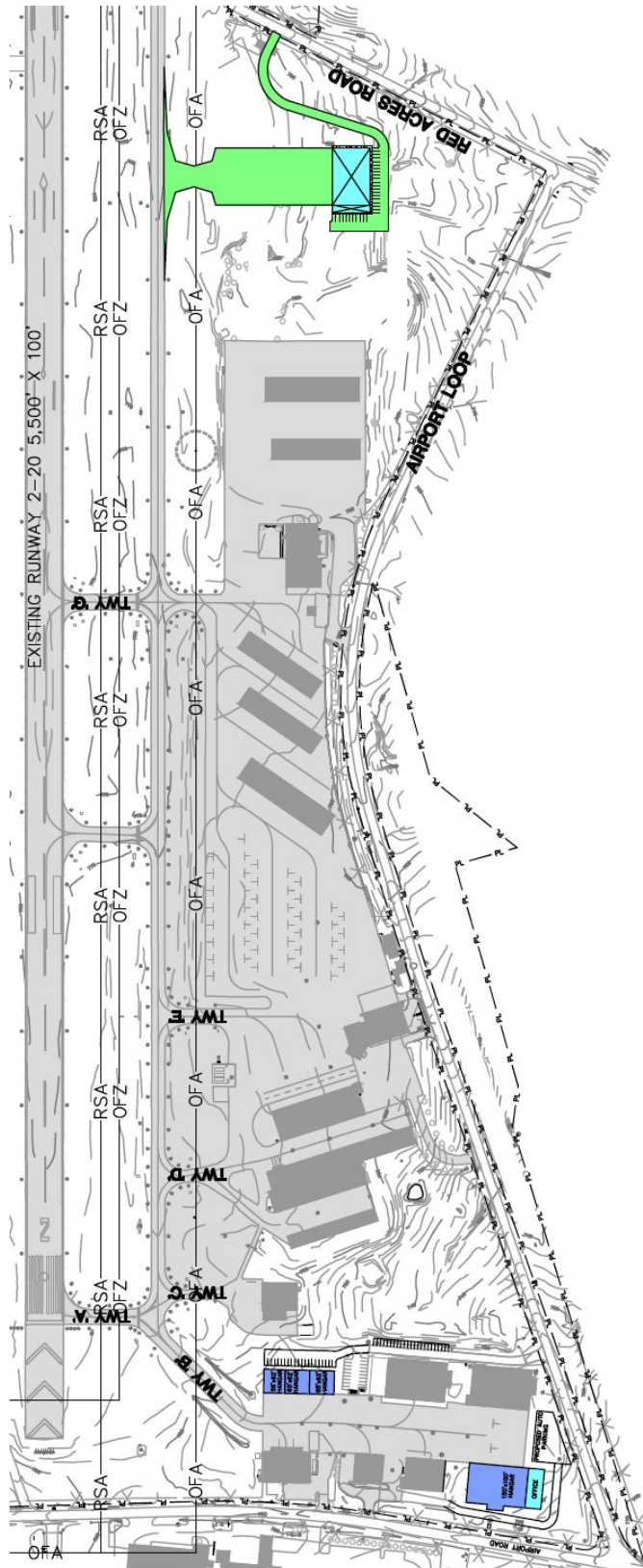
DATE:

DATE:

WITNESS:

WITNESS:

Project Sketch



APPENDIX A: CONTRACT CHECKLIST FROM FAA ADVISORY CIRCULAR 15/5100-14E

The following checklist identifies important items and provisions to be considered in preparing any contract for consultant services. It is not intended to be all-inclusive, as each contract will vary based on the unique requirements of the project scope of services, but should be reviewed by the consultant and sponsor to ensure the general intent and content of the scoping document are fully developed.

- a. Effective date of contract.
- b. Names and descriptions of the parties to the agreement with their addresses and, in the case of a corporate body, the legal description of the corporation.
- c. Nature, extent, and character of the project, the location thereof, and the time limitations.
- d. Services, including performance and delivery schedules, to be rendered by the consultant.
- e. Delineation of responsibilities of the consultant, the sponsor, and other consultants and parties involved in the performance of the project, particularly key personnel such as the project manager.
- f. Delineation of the duties and responsibilities of the resident engineer/inspector.
- g. Inclusion of mandatory contract provisions identified in paragraph 3-4 (of the Advisory Circular).
- h. Provision for renegotiation of the contract on the basis of change in the scope of the project, changes in conditions, additional work, etc.
- i. Provision that reproducible copies of planning and design drawings and specifications be made available to the sponsor upon request.
- j. Compensation, including methods of payment and payment schedules, for services to be rendered by consultants.
- k. Provision for the termination of the consultant services before completion of work.
- l. Provision for preparation of a Quality Control Plan as required by the special provisions of the grant agreement.
- m. Provision for preparation of an Engineer's Design Report and Final Report.

**TALBERT, BRIGHT and ELLINGTON, INC. SCOPE OF WORK
CONTRACT FOR DESIGN/BID PHASE SERVICES
NEW HANGAR BUILDINGS
NCDOT-DOA #:**

APPENDIX B: BASIC SERVICES LUMP SUM FEE AND NOT TO EXCEED

SUMMARY OF FEES

NEW HANGAR BUILDINGS (DESIGN/BIDDING)
MID-CAROLINA REGIONAL AIRPORT
SALISBURY, NORTH CAROLINA
TBE PROJECT NO: 3708-2103

September 22, 2021

DESCRIPTION	ESTIMATED COST
BASIC SERVICES	
PROJECT FORMULATION/DEVELOPMENT PHASE (01)	\$ 8,214.00
DESIGN PHASE (04)	\$ 132,912.00
BIDDING PHASE (05)	\$ 9,342.00
CONSTRUCTION ADMINISTRATION PHASE (06)	\$ -
SUBTOTAL	<u>\$ 150,468.00</u>
 EXPENSES	 <u>\$ 4,285.00</u>
SUBTOTAL	<u>\$ 4,285.00</u>
 SUBCONSULTANTS	 \$ 1,110,330.00
INSPECTION - RESIDENT PROJECT REPRESENTATIVE	\$ -
SUBTOTAL	<u>\$ 1,110,330.00</u>
 ADDITIONAL SERVICES	
ADDITIONAL SERVICES - CATEX	<u>\$ 5,619.00</u>
TOTAL	<u>\$ 1,270,702.00</u>

**TALBERT, BRIGHT and ELLINGTON, INC. SCOPE OF WORK
CONTRACT FOR DESIGN/BID PHASE SERVICES
NEW HANGAR BUILDINGS
NCDOT-DOA #:**

MANHOUR ESTIMATE

NEW HANGAR BUILDINGS (DESIGN/BIDDING)
MID-CAROLINA REGIONAL AIRPORT
SALISBURY, NORTH CAROLINA
TBE PROJECT NO: 3708-2103

September 22, 2021

PROJECT FORMULATION/DEVELOPMENT PHASE (01)

DESCRIPTION	PRIN \$ 226	PM \$ 205	SP \$ 150	E5 \$ 172	E4 \$ 138	E2 \$ 102	E1 \$ 80	T5 \$ 102	T2 \$ 71	AD5 \$ 79	AD3 \$ 66
Preliminary project review w/Owner	2	0	4	0	0	0	0	0	0	0	0
Preliminary meetings with hangar tenants	0	8	0	0	0	0	0	0	0	0	0
Develop project scope/contract/revisions	2	4	4	0	0	0	0	0	0	0	2
Coordinate with subconsultants	2	4	0	0	0	0	0	0	0	0	2
Determine project approach	0	4	0	0	0	2	0	0	0	0	2
Develop preliminary estimate	0	2	0	2	0	0	0	2	0	0	0
MANHOUR TOTAL	6	22	8	2	0	2	0	2	0	0	6

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRs	EST. COST
Principal	PRIN	\$ 226	6	\$ 1,356
Project Manager	PM	\$ 205	22	\$ 4,510
Senior Planner	SP	\$ 150	8	\$ 1,200
Engineer V	E5	\$ 172	2	\$ 344
Engineer IV	E4	\$ 138	-	\$ -
Engineer II	E2	\$ 102	2	\$ 204
Engineer I	E1	\$ 80	-	\$ -
Technician V	T5	\$ 102	2	\$ 204
Technician II	T2	\$ 71	-	\$ -
Admin. Assistant IV	AD5	\$ 79	-	\$ -
Admin. Assistant III	AD3	\$ 66	6	\$ 396
	Total		48	
SUBTOTAL				\$ 8,214.00

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ 25	1	\$ 25
Postage	LS	\$ 25	1	\$ 25
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 50	1	\$ 50
Travel	LS	\$ 50	1	\$ 50
SUBTOTAL				\$ 150.00

SCOPE OF SUBCONTRACTED SERVICES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Ground Surveying	LS	\$ 56,680	1	\$ 56,680
Geotechnical Investigation	LS	\$ 26,000	1	\$ 26,000
SUBTOTAL				\$ 82,680.00

TOTAL PRELIMINARY ELIGIBLE COST: \$ 91,044.00

TALBERT, BRIGHT and ELLINGTON, INC. SCOPE OF WORK
CONTRACT FOR DESIGN/BID PHASE SERVICES
NEW HANGAR BUILDINGS
NCDOT-DOA #:

MANHOUR ESTIMATE

NEW HANGAR BUILDINGS (DESIGN/BIDDING)

MID-CAROLINA REGIONAL AIRPORT

SALISBURY, NORTH CAROLINA

TBE PROJECT NO: 3708-2103

September 22, 2021

DESIGN PHASE (04)

DESCRIPTION	PRIN	PM	SP	E5	E4	E2	E1	T5	T2	AD5	AD3
	\$ 226	\$ 205	\$ 150	\$ 172	\$ 138	\$ 102	\$ 80	\$ 102	\$ 71	\$ 79	\$ 66
PLANS											
Cover Sheet	0	0	0	0	0	0	0	2	2	0	0
Construction Safety and Phasing Plans	0	2	0	2	0	4	0	12	8	0	0
Geometric Layout and Marking Plans	2	4	0	8	0	24	0	20	8	0	0
Utility and Site Plans	0	16	0	8	0	32	0	36	8	0	0
Grading, Drainage and Erosion Control Plans	0	4	0	2	0	18	0	24	4	0	0
Miscellaneous Details	0	2	0	4	0	4	0	0	4	0	0
DESIGN											
Coordination/Meetings with Client, and FAA	4	8	4	0	0	0	0	0	0	0	0
Design coordination meetings	4	48	4	48	0	36	0	0	0	0	0
Sequence of construction	2	8	0	2	0	8	0	0	0	0	0
Construction safety and phasing plan	2	12	0	4	0	4	0	16	2	0	0
Ramp and parking lot layouts	0	6	0	24	0	8	0	36	0	0	0
Grading and Drainage design	0	36	0	48	0	4	0	60	0	0	0
Utility design	0	32	0	40	0	4	0	48	0	0	0
Prepare/submit (2) 7460's for each building	0	0	0	0	8	0	0	0	0	0	0
City/County permitting submittals	0	4	0	8	0	0	0	8	2	0	0
NCDEQ submittals	0	0	0	8	0	4	0	0	0	0	2
Specifications	0	8	0	0	0	8	0	0	0	0	4
Quantities	0	4	0	4	0	2	0	4	0	0	0
Quality assurance	4	8	0	0	0	0	0	0	0	0	0
Revisions	0	2	0	4	0	8	0	4	2	0	0
MANHOUR TOTAL	18	204	8	214	8	168	0	270	40	0	6

**TALBERT, BRIGHT and ELLINGTON, INC. SCOPE OF WORK
CONTRACT FOR DESIGN/BID PHASE SERVICES
NEW HANGAR BUILDINGS
NCDOT-DOA #:**

MANHOUR ESTIMATE

NEW HANGAR BUILDINGS (DESIGN/BIDDING)

MID-CAROLINA REGIONAL AIRPORT

SALISBURY, NORTH CAROLINA

TBE PROJECT NO: 3708-2103

September 22, 2021

DESIGN PHASE (04)

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
Principal	PRIN	\$ 226	18	\$ 4,068
Project Manager	PM	\$ 205	204	\$ 41,820
Senior Planner	SP	\$ 150	8	\$ 1,200
Engineer V	E5	\$ 172	214	\$ 36,808
Engineer IV	E4	\$ 138	8	\$ 1,104
Engineer II	E2	\$ 102	168	\$ 17,136
Engineer I	E1	\$ 80	-	\$ -
Technician V	T5	\$ 102	270	\$ 27,540
Technician II	T2	\$ 71	40	\$ 2,840
Admin. Assistant IV	AD5	\$ 79	-	\$ -
Admin. Assistant III	AD3	\$ 66	6	\$ 396
	Total		936	
<i>SUBTOTAL</i>				\$ 132,912.00

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ 50	1	\$ 50.00
Postage	LS	\$ 50	1	\$ 50.00
Miscellaneous expenses (review fees, prints, faxes, copies)	LS	\$ 175	1	\$ 175.00
Travel	LS	\$ 60	4	\$ 240.00
<i>SUBTOTAL</i>				\$ 515.00

SCOPE OF SUCONTRACTED SERVICES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Architect - The Wilson Group	LS	\$ 1,027,650	1	\$ 1,027,650.00
<i>SUBTOTAL</i>				\$ 1,027,650.00

TOTAL DESIGN ELIGIBLE COST: \$ 1,161,077.00

TALBERT, BRIGHT and ELLINGTON, INC. SCOPE OF WORK
CONTRACT FOR DESIGN/BID PHASE SERVICES
NEW HANGAR BUILDINGS
NCDOT-DOA #:

MANHOUR ESTIMATE

NEW HANGAR BUILDINGS (DESIGN/BIDDING)
 MID-CAROLINA REGIONAL AIRPORT
 SALISBURY, NORTH CAROLINA
 TBE PROJECT NO: 3708-2103

September 22, 2021

BIDDING PHASE (05)

DESCRIPTION	PRIN \$ 226	PM \$ 205	SP \$ 150	E5 \$ 172	E4 \$ 138	E2 \$ 102	E1 \$ 80	T5 \$ 102	T2 \$ 71	AD5 \$ 79	AD3 \$ 66
Coordinate advertisement	0	0	0	0	2	0	0	0	0	1	0
Distribute bid documents	0	0	0	0	0	0	0	0	2	2	0
Prebid meeting	0	6	0	0	0	0	0	0	0	0	0
Bidder question & answers	0	4	0	0	6	2	0	0	0	0	0
Prepare addenda	0	8	0	0	6	2	0	2	4	2	0
Bid opening, tabulation	0	8	0	0	0	0	0	0	0	2	0
Recommendation of Award	0	2	0	0	0	0	0	0	0	1	0
MANHOUR TOTAL	0	28	0	0	14	4	0	2	6	8	0

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
Principal	PRIN	\$ 226	0	\$ -
Project Manager	PM	\$ 205	28	\$ 5,740
Senior Planner	SP	\$ 150	0	\$ -
Engineer V	E5	\$ 172	0	\$ -
Engineer IV	E4	\$ 138	14	\$ 1,932
Engineer II	E2	\$ 102	4	\$ 408
Engineer I	E1	\$ 80	0	\$ -
Technician V	T5	\$ 102	2	\$ 204
Technician II	T2	\$ 71	6	\$ 426
Admin. Assistant IV	AD5	\$ 79	8	\$ 632
Admin. Assistant III	AD3	\$ 66	0	\$ -
	Total		62	
SUBTOTAL				\$ 9,342.00

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ 50	1	\$ 50.00
Postage	LS	\$ 100	1	\$ 100.00
Copying	LS	\$ 750	1	\$ 750.00
Reproduction	LS	\$ 800	1	\$ 800.00
Advertisement	LS	\$ 1,600	1	\$ 1,600.00
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 200	1	\$ 200.00
Travel	LS	\$ 60	2	\$ 120.00
EXPENSE DESCRIPTION				\$ 3,620.00

SCOPE OF SUCONTRACTED SERVICES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
-	-	-	-	-
SUBTOTAL				\$ -
TOTAL BIDDING ELIGIBLE COST:				\$ 12,962.00

**TALBERT, BRIGHT and ELLINGTON, INC. SCOPE OF WORK
CONTRACT FOR DESIGN/BID PHASE SERVICES
NEW HANGAR BUILDINGS
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MANHOUR ESTIMATE

NEW HANGAR BUILDINGS (DESIGN/BIDDING)

MID-CAROLINA REGIONAL AIRPORT
SALISBURY, NORTH CAROLINA
TBE PROJECT NO: 3708-2103

September 22, 2021

ADDITIONAL SERVICES - CATEX

DESCRIPTION	PRIN	PM	SP	E5	E4	E2	E1	T5	T2	AD5	AD3
	\$ 226	\$ 205	\$ 150	\$ 172	\$ 138	\$ 102	\$ 80	\$ 102	\$ 71	\$ 79	\$ 66
Prepare Categorical Exclusion	2	4	24	0	0	0	0	0	0	8	0
MANHOUR TOTAL	2	4	24	0	0	0	0	0	0	8	0

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
Principal	PRIN	\$ 226	2	\$ 452
Project Manager	PM	\$ 205	4	\$ 820
Senior Planner	SP	\$ 150	24	\$ 3,600
Engineer V	E5	\$ 172	-	\$ -
Engineer IV	E4	\$ 138	-	\$ -
Engineer II	E2	\$ 102	-	\$ -
Engineer I	E1	\$ 80	-	\$ -
Technician V	T5	\$ 102	-	\$ -
Technician II	T2	\$ 71	-	\$ -
Admin. Assistant IV	AD5	\$ 79	8	\$ 632
Admin. Assistant III	AD3	\$ 66	-	\$ -
	Total		38	
SUBTOTAL				\$ 5,504.00

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ 10	1	\$ 10
Postage	LS	\$ 20	1	\$ 20
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 25	1	\$ 25
Travel	LS	\$ 60	1	\$ 60
SUBTOTAL				\$ 115.00

TOTAL CATEX COST: \$ 5,619.00

**APPENDIX D: SCANNED ORIGINAL OF EXECUTED MASTER CONTRACT
BETWEEN ENGINEER AND OWNER**



**CONTRACT
FOR ENGINEERING, PLANNING AND RELATED SERVICES
FOR
ROWAN COUNTY**

This AGREEMENT is made this 1 day of April, 2019 by and between ROWAN COUNTY, a body politic and corporate under the laws of the State of North Carolina, hereinafter called the **OWNER**, and TALBERT, BRIGHT & ELLINGTON, INC., a corporation organized and existing under the laws of the State of North Carolina, hereinafter called the **ENGINEER**.

WHEREAS, the **OWNER** intends planning and engineering services for the future development of Mid-Carolina Regional Airport and other improvements and such other work for the **OWNER** as may be mutually agreed to, hereinafter called the Project, and

WHEREAS, the **OWNER** desires to engage a qualified and experienced engineer to perform professional engineering services for a period of five (5) years with an option of extending such services for an additional five (5) years and hereinafter set forth, and the **ENGINEER** has represented that it is qualified to provide such services and desires to do so.

NOW THEREFORE, the **OWNER** and the **ENGINEER**, for the considerations hereinafter set forth, agree as follows:

GENERAL

For the purpose of this CONTRACT, the Airport Manager is hereby designated as the **OWNER's** representative to act for the **OWNER** in giving approvals and authorizations for the **OWNER** as hereinafter required and set forth. The **ENGINEER** will be notified in writing of any change in representation.

When mutually agreed by the **OWNER** and the **ENGINEER**, and after having received from the **OWNER** written approval of the **ENGINEER's** Work Authorization, including an estimated cost for specified services, the **ENGINEER** shall provide professional engineering services as described below.

SECTION I – BASIC SERVICES

A. **Project Development Phase:** After authorization to proceed the **ENGINEER** shall:

1. Consult with **OWNER**, state, and federal government agencies (when required) to clarify and define the requirements for the Project and review available data.
2. Advise **OWNER** as to the necessity of **OWNER's** providing or obtaining from others data or services of the types described in Section II – Special Services. Assist the **OWNER** in contracting for such services.
3. Prepare preliminary design necessary to determine the type, size, and scope of the improvement Project based upon projected aviation activity and current airport standards in effect at the date of this Contract.
4. Prepare preliminary cost estimate for the Project.
5. Make minor revisions to the airport layout plan as necessary to reflect the details of the Project.
6. Prepare preapplications for federal and/or state assistance grants for funding of the Project.
7. Furnish five (5) copies of drawings, sketches, forms, and reports as appropriate to the **OWNER** for submission to government agencies.
8. Assist the **OWNER** in obtaining financing for project.
9. Perform additional work as described and required by the work authorizations.

B. **Design Phase:** After written authorization to proceed the **ENGINEER** shall:

1. In consultation with the **OWNER** and other government agencies through conferences, meetings, or submission of preliminary reports as appropriate, determine the extent of the Project and the design criteria to be used in the final design.
2. Prepare an **ENGINEER's** report in accordance with FAA criteria, which shall include but not necessarily be limited to:
 - a. An analysis and reasons for the design choices;
 - b. An analysis of the manner in which the work will be accomplished; and
 - c. A project cost estimate based upon the final design.

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MASTER CONTRACT with Talbert, Bright & Ellington, Inc.

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3. Advise the **OWNER** of needed special services as described in Section II – Special Services and assist the **OWNER** in the evaluation and selection of other professionals to provide special services, such as soil borings, laboratory tests and surveys, or provide such services in accordance with this Contract and any related Work Authorization(s).
 4. Prepare final design, contract drawings, specifications, and contract documents. Prepare for review and approval by **OWNER**, his legal counsel, and other advisors contract agreement forms, general conditions, and supplementary conditions, and (where appropriate) bid forms, invitation to bid, and instructions to bidders, and assist in the preparation of other related documents.
 5. Assist **OWNER** in submitting appropriate documents to state and federal agencies for necessary approvals and permits.
 6. Furnish to the **OWNER** two (2) copies of completed drawings, specifications, reports, estimates, and contract documents.
 7. Perform additional work as described and required by work authorizations.
- C. **Construction Phase:** During the Construction Phase, the **ENGINEER** shall provide the following services:
1. Assistance to the **OWNER** in obtaining bids, tabulations, and analysis of bid results, and furnishing recommendations in connection with the award of construction contracts.
 2. Assistance in preparation of formal contract documents for the award of construction contract.
 3. Consult with and advise the **OWNER** and act as provided in the approved construction specifications and contract documents.
 4. Make visits to the site at intervals appropriate to the various stages of construction to observe as experienced and qualified design professionals the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the contract documents. **ENGINEER** shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of such work. **ENGINEER** shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), or the safety precautions and programs incident to the work of Contractor(s). **ENGINEER**'s efforts will be directed toward providing a greater degree of confidence for **OWNER** that the completed work of Contractor(s) will conform to the contract documents, but **ENGINEER** shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the contract documents. During such

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visits and on the basis of on-site observations, **ENGINEER** shall keep **OWNER** informed of the progress of the work, shall endeavor to guard **OWNER** against defects and deficiencies in such work and may disapprove or reject work failing to conform to the contract documents.

5. Review and approve (or take other appropriate action in respect of) shop drawings and samples, the results of tests and inspections, and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction, or to safety precautions and programs incident thereto; determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by specifications) maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection which are to be assembled by Contractor(s) in accordance with the contract documents.
6. Review laboratory, shop, and mill test reports and prepare a tabulation or summary of laboratory test results to assist in monitoring the quality of construction.
7. Recommend to **OWNER** change orders and/or supplemental agreements to the construction contract incidental to existing field conditions or improvements in the Project design. Prepare estimates of cost or saving from proposed change order(s), prepare change order(s) along with basis for recommendation, and negotiate on behalf of **OWNER** with the Contractor to arrive, if possible, at an appropriate compensation resulting from the proposed revisions. The **ENGINEER** is not required by this provision to accomplish extensive design revisions and drawings resulting from a change in Project scope or major changes in design concept previously accepted by the **OWNER** where changes are due to causes beyond the **ENGINEER**'s control.
8. Advise the **OWNER** of needed special services and assist the **OWNER** in acquisition of such services as appropriate.
9. Based upon **ENGINEER**'s on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts; such recommendations of payment will constitute a representation to **OWNER**, based on such observation and review, that the work has progressed to the point indicated, that to the best of **ENGINEER**'s knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment **ENGINEER** will not

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MASTER CONTRACT with Talbert, Bright & Ellington, Inc.

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thereby be deemed to have represented that continuous or exhaustive examinations have been made by **ENGINEER** to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incident thereto or that **ENGINEER** has made an examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the contract price, or that title to any of the work, materials or equipment has passed to **OWNER** free and clear of any lien, claims, security interests, or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the contract documents.

10. Prepare **OWNER**'s applications for partial and final payments for submission to government agencies.
11. Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has been completed in accordance with the contract documents and if each Contractor has fulfilled all of his obligations thereunder so that **ENGINEER** may recommend, in writing, final payment to each Contractor and may give written notice to **OWNER** and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but such recommendation and notice shall be subject to the limitations expressed herein.
12. **ENGINEER** will prepare for **OWNER**, on request, a set of record drawing prints showing those changes made during the construction process, based upon the marked-up prints, drawings, and other data furnished by Contractor(s) to **ENGINEER** and which **ENGINEER** considers significant.
13. The **ENGINEER** shall not be responsible for the acts of omission of any Contractor, or subcontractor, or any of the Contractor(s) or subcontractor(s)' agents or employees or any other persons (except **ENGINEER**'s own employees and agents) at the site or otherwise performing any of the contractor(s)' work; however, nothing contained herein shall be construed to release the **ENGINEER** from liability for failure to perform properly duties undertaken by the **ENGINEER** under this Contract.

SECTION II – SPECIAL SERVICES

At written request of the **OWNER**, the **ENGINEER** shall accomplish such special services as required by the **OWNER** to complete the Project. At the option of the **OWNER**, special services may be provided by the **OWNER** through contracts with other professionals or may be provided by the **ENGINEER**. When the **ENGINEER** is requested to provide special services, such services may be provided by **ENGINEER**'s own forces or through subcontracts with other professionals. Compensation for Special Services provided by **ENGINEER** shall be in accordance with one of the

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MASTER CONTRACT with Talbert, Bright & Ellington, Inc.

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methods identified in Section V – Payment of Services. Special services, which may be requested include, but are not necessarily limited to the following:

- A. Land surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps.
- B. Soils and material investigations including test boring, laboratory testing of soils and materials, related analyses, and recommendations.
- C. Engineering surveys (for design and construction) to include topographic surveys, base line surveys, cross section surveys, etc.
- D. Technical inspection of construction by full time Resident Project Representative, as required and approved by the **OWNER**. When authorized by the **OWNER** the duties, responsibilities and limitations of authority shall be described in Section IV – Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative.
- E. Reproduction of additional copies of reports, contract documents, and specifications above the specified number furnished in Section I – Basic Services.
- F. Assistance to the **OWNER** as expert witness in litigation arising from development or construction of the Project.
- G. The accomplishment of special surveys and investigations, and the preparation of special reports and drawings as may be requested or authorized in writing by the **OWNER** in connection with the Project.
- H. Extra work created by design changes, after approval of plans and specifications by the **OWNER** and FAA, and beyond the control of the **ENGINEER**, that may be requested or authorized in writing by the **OWNER** in connection with the Project.
- I. Extra work required to revise or prepare contract documents, plans, and specifications to facilitate the award of more than one construction contract, in the event the **OWNER** adopts such construction program.
- J. Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, **OWNER**'s schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents, or contract documents when such studies, reports, design documents, or contract documents when such revisions are due to causes beyond **ENGINEER**'s control.
- K. Providing renderings or models for **OWNER**'s use.

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- L. Investigations involving detailed consideration of operations, maintenance, and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow, and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for Project; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by **OWNER**.
- M. Additional or extended services during construction made necessary by:
 - 1. Work damaged by fire or other cause during construction.
 - 2. A significant amount of defective or neglected work of Contractor(s).
 - 3. Prolongation of the contract time of any prime contract by more than ten (10) days.
 - 4. Acceleration of the process schedule involving services beyond normal working hours.
 - 5. Default by Contractor(s).
 - 6. The furnishing of a resident project representative other than an employee of the **ENGINEER**.
- N. Preparation of operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial start-up, testing, adjusting, and balancing); and training personnel for operation and maintenance.
- O. Services after completion of the construction phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

SECTION III – RESPONSIBILITIES OF THE OWNER

As a party to this Contract, the **OWNER** shall:

- A. Make available for **ENGINEER**'s use all record drawings, maps, soil data, etc.
- B. Designate a person to act with authority on **OWNER**'s behalf and respond in a timely manner to submissions by **ENGINEER** providing approvals and authorizations as appropriate so that work may continue at a normal pace.
- C. Pay all costs associated with special services authorized by the **OWNER**, and all costs associated with obtaining bids from contractors.

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- D. Furnish **ENGINEER** as required for performance of **ENGINEER**'s basic services, data prepared by or services of others, including without limitation, core borings, probings, and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretations of all the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic, and utility surveys, property descriptions; zoning, deed, and other land use restrictions; and other special data or consultations not covered herein; all of which **ENGINEER** may rely upon in performing his services.
- E. Arrange for access to and make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform his services.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by **ENGINEER**, obtain advice of an attorney, insurance counselor, and other consultants as **OWNER** deems appropriate for such examination and render decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.
- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consent from others as may be necessary for completion of the Project.
- H. Provide such accounting, independent cost estimating, and insurance counseling services as may be required for the Project, such legal services as **OWNER** may require or **ENGINEER** may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing services as **OWNER** may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract, and such inspection services as **OWNER** may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.
- I. Give prompt written notice to **ENGINEER** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope of timing of the **ENGINEER**'s services, or any defect in the work of Contractor(s).

**SECTION IV – DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY
OF THE RESIDENT PROJECT REPRESENTATIVE**

ENGINEER may furnish a Resident Project Representative, assistants, and other field staff to assist **ENGINEER** in observing performance of the work of the Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, **ENGINEER** shall endeavor to

provide further protection for **OWNER** against defects and deficiencies in the work; but, the furnishing of such services will not make **ENGINEER** responsible for or give **ENGINEER** control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the work in accordance with the contract documents.

The duties and responsibilities of the Resident Project Representative are limited to those of **ENGINEER** in **ENGINEER**'s agreement with the **OWNER** and in the construction contract documents, and are further limited and described as follows:

A. **General:** Resident Project Representative is **ENGINEER**'s agent at the site, will act as directed by and under the supervision of **ENGINEER**, and will confer with **ENGINEER** regarding his actions. Resident Project Representative's involvement in matters pertaining to the on-site work shall in general be with the **ENGINEER** and Contractor, keeping **OWNER** advised as necessary. Resident Project Representative's contact with subcontractors shall only be through or with the full knowledge and approval of Contractor. Resident Project Representative shall generally communicate with **OWNER** with the knowledge of and under the direction of **ENGINEER**.

B. Duties and Responsibilities of Resident Project Representative:

1. **Schedules:** Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by Contractor and consult with **ENGINEER** concerning acceptability.
2. **Conferences and Meetings:** Attend meetings with Contractor, such as pre-construction conferences, progress meetings, job conferences, and other Project related meetings, and prepare and circulate copies of minutes thereof.
3. **Liaison:**
 - a. Serve as **ENGINEER**'s liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the contract documents; and assist **ENGINEER** in serving as **OWNER**'s liaison with Contractor when Contractor's operations affect **OWNER**'s on-site operations; and
 - b. Assist in obtaining from **OWNER** additional details or information, when required for proper execution of the work, according to the contract documents.
4. **Shop Drawings and Samples:**
 - a. Record date of receipt of shop drawings and samples;

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- b. Receive samples, which are furnished at the site by Contractor, and notify **ENGINEER** of availability of samples for examination; and
 - c. Advise **ENGINEER** and Contractor of the commencement of any work requiring a shop drawing or sample if the **ENGINEER** has not accepted the submittal.
5. Review of Work, Rejection of Defective Work, Inspections and Tests:
- a. Conduct on-site observations of the work in progress to assist **ENGINEER** in determining if the work is, in general, proceeding in accordance with the contract documents;
 - b. Report to **ENGINEER** whenever Resident Project Representative believes that any work is unsatisfactory, faulty, or defective, or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspections, test, or approval required to be made; and advise **ENGINEER** of work that Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval;
 - c. Verify that tests, equipment, and systems startup, and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record, and report to **ENGINEER** appropriate details relative to tests, procedures, and startups; and
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of the inspections, and report to **ENGINEER**.
6. Interpretation of Contract Documents: Report to **ENGINEER** when clarifications and interpretations of the contract documents are needed and transmit to Contractor clarifications and interpretations as issued by **ENGINEER**.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report with Resident Project Representative's recommendations to **ENGINEER**. Transmit to Contractor decisions as issued by **ENGINEER**.
8. Records:
- a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, **ENGINEER**'s clarifications and interpretations of the contract documents, progress reports, and other Project-related documents; and
 - b. Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders or changed

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conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to **ENGINEER**.

- c. Record names, addresses, and telephone numbers of all Contractors, subcontractors, and major suppliers of material and equipment.

9. Reports:

- a. Furnish **ENGINEER** periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals;
- b. Consult with **ENGINEER** in advance of scheduled major tests, inspections, or start of important phases of the work;
- c. Draft proposed change orders and work directive changes, obtaining backup material from Contractor and recommend to **ENGINEER** change orders, work directive changes, and field orders; and
- d. Report immediately to **ENGINEER** and **OWNER** upon the occurrence of any accident.

10. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to **ENGINEER**, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

11. Certificates, Maintenance, and Operations Manuals: During the course of the work, verify that certificates, maintenance and operation manuals, and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to **ENGINEER** for review and forwarding to **OWNER** prior to final payment for work.

12. Completion:

- a. Before **ENGINEER** issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction;
- b. Conduct on-site review in the company of **ENGINEER**, **OWNER**, and Contractor and prepare a final list of items to be completed or corrected; and
- c. Observe that all items on final list have been completed or corrected and make recommendations to **ENGINEER** concerning acceptance.

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MASTER CONTRACT with Talbert, Bright & Ellington, Inc.

C. **Limitations of Authority:** Resident Project Representative shall not:

1. Authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by **ENGINEER**.
2. Exceed limitations of **ENGINEER**'s authority as set forth in the contract documents.
3. Undertake any of the responsibilities of Contractor, subcontractors, or Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents.
5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
6. Accept shop drawing or sample submittals from anyone other than Contractor.
7. Authorize **OWNER** to occupy the Project in whole or in part.
8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by **ENGINEER**.

SECTION V – PAYMENT OF SERVICES

The **OWNER** agrees to compensate the **ENGINEER** for services performed in accordance with one of the following methods as hereinafter set forth. The method of payment and the amount for specified services shall be detailed in a Work Authorization, which shall be prepared by the **ENGINEER** and submitted to the **OWNER** for review and approval. The receipt of an approved Work Authorization will constitute the **ENGINEER**'s Notice-to-Proceed.

The **ENGINEER** is not to undertake any work prior to the receipt of an approved Work Authorization executed and approved by the **OWNER**.

A. **Methods of Payment:** One or more of the following methods of payment shall be used and the method for each phase of the work shall be stated in the appropriate Work Authorization:

1. **Per Diem:** Under this method of payment, the **ENGINEER**'s compensation will be equal to the hours expended on a Project times the rates established in a Work Authorization, which shall be inclusive of all overhead and profit; plus payment for direct nonsalary expenses. The

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current rates for labor include salaries, payroll costs, overhead and profit. These rates are adjusted annually by the **ENGINEER** in July of each year.

2. **Lump Sum:** For work that can be defined and delineated in advance, payment to the **ENGINEER** will be made on the basis of a lump sum. The agreed lump sum shall represent full payment for all payroll, overhead, profit, and other direct nonsalary expenses as hereinafter described. The lump sum will neither increase nor decrease unless there should be a change in the scope, complexity, or duration of the work. In that event, the lump sum would be subject to renegotiation.

- B. **Terms and Conditions:** The basis of compensation described is based upon the following conditions:

1. Time charged to the Project by office engineering personnel will include the time that the applicable employees are engaged in actual work on the Project at the **ENGINEER's** office, at the site of the Project, or travel status in connection with the Project.
2. Only the personnel needed and required to accomplish the services in keeping with the prescribed schedule shall be assigned to the Project.
3. Charges will not be made to the Project during periods of sickness, vacation, or at any other times when personnel assigned are not gainfully employed on the work.

- C. **Payment Schedules:**

1. Invoices shall be due and payable within 30 days after the date of invoice. A service charge of one (1) percent per month shall be added to all overdue accounts.

SECTION VI – MISCELLANEOUS PROVISIONS

- A. **Estimates:** Since the **ENGINEER** has no control over the cost of labor and materials or over competitive bidding market conditions, the estimates of construction cost provided for herein are to be made on the basis of experience and qualifications, but the **ENGINEER** does not guarantee the accuracy of such estimates as compared to the Contractor's bids of the Project construction cost.
- B. **Extra Work:** It is mutually understood and agreed that the **OWNER** will compensate the **ENGINEER** for services resulting from significant changes in general scope of the Project or its design, including but not necessarily limited to, changes in size, complexity, Project schedules, character of construction, revisions to previously accepted studies, reports, design documents, or contract documents, and for preparation of documents for separate bids, when such revisions are due to causes beyond the **ENGINEER's** control and when requested or authorized by the

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OWNER. Extra work may also include special services as identified in Section II – Special Services. Compensation for extra work and any associated special services shall be in accordance with one of the methods identified in Section V – Payment of Services.

- C. **Reuse of Documents:** All documents, including drawings and specifications prepared by **ENGINEER** pursuant to this Contract, are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by **OWNER** or others on extensions of the Project or on any other Project. Any reuse without written verification or adaptation by **ENGINEER** for the specific purposes intended will be at **OWNER**'s sole risk and without liability or legal exposure to **ENGINEER**; and **OWNER** shall indemnify and hold harmless **ENGINEER** from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle **ENGINEER** to further compensation at rates to be agreed upon by **OWNER** and **ENGINEER**. Notwithstanding these provisions the **OWNER** shall be provided upon request a reproducible copy of any drawing produced under this Contract at the cost of reproduction.

D. **Responsibility of the ENGINEER:**

1. The **ENGINEER** shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the **ENGINEER** under this Contract.
2. Approval by the **OWNER** or FAA of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the **ENGINEER** of his responsibility for the technical adequacy of his work.

E. **Period of Services:**

1. The provisions of this Section and the various rates of compensation for **ENGINEER**'s services provided for elsewhere in this Contract have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the construction phase. **ENGINEER**'s obligation to render services hereunder will extend for a period, which may reasonably be required for the design, award of contracts, and construction of the Project.
2. If **OWNER** has requested significant modifications or changes in the extent of the Project, the time of performance of **ENGINEER**'s services and his various rates of compensation shall be adjusted appropriately.
3. If **OWNER** fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, **ENGINEER** may, after giving seven (7) days' written notice to **OWNER**, suspend services under this Contract.

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4. If **ENGINEER's** services for design or during construction of the Project are delayed or suspended in whole or in part for reasons beyond **ENGINEER's** control, **ENGINEER** shall on written demand to **OWNER** (but without termination of this Contract) be paid as provided for in Section V – Payment of Services. If such delay or suspension extends for more than one (1) year for reasons beyond **ENGINEER's** control, or if **ENGINEER** for any reason is required to render services more than one (1) year after substantial completion, the various rates of compensation provided for elsewhere in this Contract shall be subject to an increase not to exceed ten (10) percent per year.

F. **Termination:**

1. This Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligation under this Contract through no fault of the terminating party provided that no such termination may be effected unless the other party is given:
 - a. Not less than ten (10) calendar days written notice of intent to terminate; and
 - b. An opportunity for consultation with the terminating party prior to termination.
2. This Contract may be terminated in whole or in part in writing by the **OWNER** for its convenience provided that such termination is for good cause (such as legal or financial reasons or major changes in the work program requirements) and that the **ENGINEER** is given:
 - a. Not less than ten (10) calendar days written notice of the intent to terminate; and
 - b. An opportunity for consultation with the terminating party prior to termination.
3. This Contract may be terminated in whole or in part in writing by the **OWNER** for its convenience provided that such termination occurs at the completion of a phase of work or work authorization and that the **ENGINEER** is given:
 - a. Not less than ten (10) calendar days written notice of the intent to terminate; and
 - b. An opportunity for consultation with the terminating party prior to termination.
4. Upon receipt of a termination notice, the **ENGINEER** shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the **OWNER** copies of all data, drawings, specifications, report estimates, summaries, and such other information and materials as may be accumulated by the **ENGINEER** performing this Contract, whether completed or in process.
5. If this Contract is terminated by either party, the **ENGINEER** shall be paid for services rendered and any expenses incurred prior to termination in addition to termination settlement

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MASTER CONTRACT with Talbert, Bright & Ellington, Inc.

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costs reasonably incurred by the **ENGINEER** relating to commitments, which have become firm prior to termination. If the termination of the Contract occurs at the conclusion of one phase and prior to authorization of the **OWNER** to begin the next phase, payment by the **OWNER** of the completed phase shall be considered full compensation due the **ENGINEER**. If Contract is terminated by the **OWNER** for default of the **ENGINEER**, the amount due the **ENGINEER** may be adjusted to the extent of any additional cost incurred by the **OWNER** as a result of the **ENGINEER**'s default.

- G. **Remedies:** Except as may be otherwise provided in this Contract all claims, counter claims, disputes, and other matters in question between **OWNER** and the **ENGINEER** arising out of or related to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the **OWNER** is located.
- H. **Professional Liability:** **ENGINEER** maintains professional liability coverage for damages as a result of our negligent acts, errors, or omissions. Our liability for this project will be limited to \$1,000,000 for its negligent acts, errors, or omissions. If the **OWNER** desires a higher limit of liability, then an additional fee to offset the additional cost associated with a higher limit of liability can be negotiated. Upon request, a certificate of insurance will be provided as proof of coverage.
- I. **Audit: Access to Records:**
1. The **ENGINEER** shall maintain books, records, documents, and other evidence directly pertinent to the work under this Contract in accordance with generally accepted accounting principles and practices. The **OWNER**, FAA, Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, records, and other evidence which relates directly to the Project for the purpose of examination, audit, excerpts, and transcriptions.
 2. Records described above shall be maintained and made available during the performance under this Contract and for a period of three (3) years after the **OWNER** makes final payment.
- J. **Civil Right Assurance:** During the performance of this Contract, the **ENGINEER**, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:
1. **Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended

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from time to time, (hereinafter referred to as the Regulations) which are herein incorporated by reference and made a part of this Contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including practices when the Contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontractors: including procurements of materials and equipments. In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Report: The Contract shall provide all information and reports required by Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the **OWNER** or FAA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the **OWNER** shall impose such Contract sanctions as it or the FAA determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Contractor under the Contract until the Contractor complies; and/or
 - b. Cancellation, termination, or suspension of the Contract, in whole or in part.
6. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs 1 through 5 of Section VI, J, in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the **OWNER** or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with subcontractor or supplier as a result of such direction, the Contractor may request the **OWNER** to enter into such litigation to protect the interests of

Rowan County (Client No: 3708)

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the OWNER and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

K. Minority Business Enterprise (MBE) Assurances:

1. Policy: It is the policy of the DOT that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Contract. Consequently, the MBE requirements of 49 CFR Part 23 apply to this Contract.
2. MBE Obligation: The Contractor agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of Contracts and subcontracts financed in whole or in part with federal funds provided under this Contract. In this regard, all Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform Contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted Contracts.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the date and year first written above.

OWNER:
ROWAN COUNTY

BY: *Amell*

TITLE: *County Manager*

DATE: *5-1-2019*

WITNESS: *Lucie E. Hendrick*

ADDRESS:
130 West Innes Street
Salisbury, NC 28144

ENGINEER:
TALBERT, BRIGHT & ELLINGTON,
INC.

BY: *[Signature]*

TITLE: Vice President

DATE: *3/28/19*

WITNESS: *Susan P. Signum*

ADDRESS:
3525 Whitehall Park Drive
Suite 210
Charlotte, NC 28273

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE
MANNER REQUIRED BY THE LOCAL GOVERNMENT
BUDGET AND FISCAL CONTROL ACT.

Lucie E. Hendrick
FINANCE DIRECTOR

Rowan County (Client No: 3708)
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MASTER CONTRACT with Talbert, Bright & Ellington, Inc.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Caleb Sinclair, Director, Environmental Management
DATE: September 27, 2021
SUBJECT: Litter Report

ATTACHMENTS:

Description

Memorandum

Upload Date

9/27/2021

Type

Cover Memo

Rowan County Department of Environmental Management
P.O. Box 430
East Spencer, NC 28039
Office: 704-216-8589

Re: 3rd Quarter Litter Mitigation Report for 2021 Calendar Year

The Rowan County Department of Environmental Management works diligently to promote clean and green roadsides throughout our county.

We work closely with Rowan County Law Enforcement to help alleviate the growing problem of roadside litter and illegal dumping within our borders. Through our roadside litter removal, educational programs, and by working closely with our partners, we have achieved some success in mitigating roadside litter. Rowan County staff monitors 2,498.58 shoulder miles of roadway.

During the third quarter of 2021 the Department of Environmental Management removed: 16.58 tons of litter and debris from along Rowan County roadsides, and 78 improperly discarded tires.

Litter Crew		Solid Waste Enforcement	
2020	Litter Removed (Tons)	Citations	Clean-ups
1 st Quarter	37.77		
2 nd Quarter	32.33		
3 rd Quarter	16.58		
4 th Quarter			
Totals	86.68 Tons	33	22

We would like to thank all who volunteered for the 2021 High Rock Lake Litter Sweep Event. More than 2 Tons of litter and debris were collected during this event (Sept. 18, 2021). Your efforts have made a difference in Rowan!

Respectfully Submitted,

Caleb Sinclair, Director
Rowan County Government
Dept. of Environmental Management

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Finance Department
DATE: September 24, 2021
SUBJECT: Budget Amendments

Please see attached budget amendments.

Please approve attached budget amendments.

ATTACHMENTS:

Description

Budget Amendments

Upload Date

9/24/2021

Type

Budget Amendment

MENTAL REQUEST FOR BUDGET ACTION

To align the budget with awarded funding from Cabarrus Health Alliance for Elevate Grant

Reviewed:

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: <u>✓</u>	Approved: _____	Budget Revision # <u>23-499</u>	
Disapproved: _____	Disapproved: _____	Date Posted: _____	
Amended: _____	Amended: _____	Group Number: _____	
Date: <u>09/13/2021</u>	Date: _____	Posted by: _____	
Signature: <u>[Signature]</u>	Signature: _____	Approved by: _____	

Alyssa Harris, MPH
Interim Health Director

Main Telephone: (704) 216-8777
FAX: (704) 216-7991



Rowan County Health Department
1811 East Innes Street – Salisbury, NC 28146-6030

September 13, 2021

Memo

From: Alyssa Harris, Public Health Director

To: Finance Department

The requested BA is to disperse awarded funding from Cabarrus Health Alliance for the Elevate Grant.

Kind Regards,

A handwritten signature in cursive script that reads "Alyssa Harris".

Alyssa Harris, Public Health Director

Cabarrus Health Alliance Independent Contractor/Vendor Contract Control Sheet

Responsible Party (name & title): Jordan Karas Date: 09/09/21

CONTRACTOR / VENDOR INFORMATION

Name: Rowan County Health Department Attn: Karla Aldridge

Mailing Address: 1811 E. Innes Street

City: Salisbury

State: NC

Zip: 28146

Phone Number: (704) 216-8829

Email Address: Karla.aldridge@rowancountync.gov

Is this a: ☒ New Contract? ☐ Amendment? ☐ Renewal?

Do you or anyone on your team know this individual personally?

☐ Yes ☒ No

Do you or anyone on your team know this individual professionally? ☐ Yes ☒ No

Are you aware of anyone at CHA who is related to this individual or in a relationship with this person (married or dating)?

☐ Yes ☒ No

If yes to any of these, please elaborate:

Attach resume or CV for contractor to this form.

CONTRACT TERMS

Scope of Work:

- Rowan County Health Department will:
- o Lead, co-lead and coordinate all Learning Collaborative meetings in conjunction with relevant CHA staff
- o Recruit all Rowan County to attend for Learning Collaborative
- o Develop action plans and guide participants in taking action items back to organizations
- o Serve as primary liaison for Rowan County participating organizations
- o Facilitate relationships with multi-sector organizations to develop adolescent health programming with an emphasis on addressing equity, increasing protective factors for youth, and addressing risk factors within the Rowan County community
- o Secure locations to lead group through "I am the Curator" and other RDA based activities
- o Provide specialized programming specific to equity
- o Participate in High School mentoring component recruiting Rowan County high school students, securing contracted staff relevant to the project, and conduct all associated meetings.
- o Provide trainings and direct program services to the Learning Collaborative
- o Train selected staff in EBI facilitation
- o Train college and high school mentors
- o Develop and deliver a curriculum to the Learning Collaborative and mentor component

Effective Start Date: 09/23/21

Effective End Date: 06/30/22

Start date should be after completion of contract documentation and before executing the scope of work.

TERMINATION / RENEWAL

Renewal Terms
(select one)

☒ This contract is finite and will not be renewed

☐ Renew this contract annually (Responsible party will receive 30 day notification of expiration)

☐ Other (please specify)

Responsible Party will be notified of contract expiration 30 days prior to contract end date. If you choose to renew, please complete updated Control Sheet and follow process.

COMPENSATION

Budget code from which Contractor will be paid: 0029-5845-9447-184

Not to Exceed Amount: \$ \$ 98,455.00

Payment Schedule
(select one)

☒ Contractor will be paid in one lump sum upon completion of work

☐ Date of Payment:

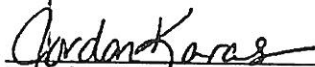
☐ Contractor will be paid in _____ [number] installments at \$ _____ [amount] per installment

☐ Date of Payment:

☐ Contractor will invoice

☐ Other (please specify)

A Contract does not initiate payment. Individual listed as responsible party must initiate check request or submit a vendor invoice in order to process payment.


Supervisor Signature

09/09/21

Date


Department EMT Signature

09/09/21

Date

Updated: 07/05/2019



**CABARRUS
HEALTH
ALLIANCE**

at NC Research Campus

9/15/2021

To whom it may concern,

Cabarrus Health Alliance in partnership with Rowan County Health Department has been awarded funding through the Office of Population Affairs for a federal demonstration project

Cabarrus Health Alliance was awarded a federal share of \$862,986.00 each year for two years. Rowan County Health Department will receive compensation up to but not exceeding \$98,455.00 per year for two years for satisfactorily providing all services described in the contract.

Sincerely,

Jordan Karas

She/Her

Elevate Program Manager

School Health Department

Cabarrus Health Alliance

300 Mooresville Rd, Kannapolis, NC 28081

Office: (704) 920-1134

Email: Jordan.Karas@CabarrusHealth.org



**CABARRUS
HEALTH
ALLIANCE**

The Public Health Authority of Cabarrus County

www.cabarrushealth.org | Like us on [Facebook](#)

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

MEMO TO COMMISSIONERS:

FROM: Alyssa Harris, Public Health Director
DATE: 09/10/2021
SUBJECT: RCPH - Grant Funding for Elevate Program

FYI

The Rowan County Public Health department was approached by the Public Health Authority of Cabarrus County, dba Cabarrus Health Alliance (CHA), to partner on a grant received by CHA to address adolescent health in the shared city of Kannapolis. Cabarrus Health Alliance is providing \$98,455 to accomplish specific grant deliverables to improve the lives of Rowan and Cabarrus County youth. There is no match required for this funding.

We respectfully ask the Board of Commissioners accept the \$98,455 in funding for FY21-22 for Rowan County Public Health to build capacity within Rowan County for adolescent health and well-being. We appreciate the outreach and partnership approach and seek to build our own network of community organizations to lift up our young people.

ATTACHMENTS:

Description	Upload Date	Type
<u>Rowan County Public Health - Request to accept funds for Elevate Program</u>	9/10/2021	Backup Material



Rowan County Health Department
1811 East Innes Street – Salisbury, NC 28146-6030

MEMO

To: Rowan County Board of Commissioners
CC: Aaron Church, County Manager
From: Alyssa Harris, Public Health Director
Subject: Elevate funding from Cabarrus Health Alliance
Date: September 10, 2021

Situation:

The Rowan County Public Health department was approached by the Public Health Authority of Cabarrus County, dba Cabarrus Health Alliance (CHA), to partner on a grant received by CHA to address adolescent health in the shared city of Kannapolis. Cabarrus Health Alliance is providing \$98,455 to accomplish specific grant deliverables to improve the lives of Rowan and Cabarrus County youth. There is no match required for this funding.

Background:

Cabarrus Health Alliance received an Office of Population Affairs grant for their project named "Elevate" which seeks to improve opportunities and promote health for adolescents in Kannapolis. Rowan County shares students with Kannapolis City Schools and has an opportunity to help build capacity for adolescent programming.

This grant provides an opportunity for Rowan County Public Health to act as the chief health strategy organization in our community with ownership of gathering partners together to assess current realities around adolescent health and decide as a community what supports need to be put in place. The grant deliverables are to create a Learning Collaborative with key leaders within Rowan County to complete an equity and needs assessment for adolescents.

Assessment:

This funding would allow Rowan County Public Health to bring positive youth development, equity training, and increase protective factors for youth, such as helping adolescents model healthy behaviors as leaders and form better connections with parents/families.

By accepting the funding, Rowan County Health Department will be responsible for:

- Lead, co-facilitate, and coordinate all Learning Collaborative meetings
- Recruit key Rowan County leaders for Learning Collaborative
- Develop action plans and guide participants in taking action items back to organizations

- Serve as primary liaison for Rowan County partnering organizations
- Facilitate relationships with multi-sector organizations to direct adolescent health programming with an emphasis on addressing equity, increasing protective factors for youth, and addressing risk factors within the Rowan County community
- Secure facilitators to lead group through "Turn the Curve" and other RBA-based activities
- Participate in High School mentoring component by recruiting Rowan County High School students, securing contractual staff relevant to the project, and co-lead all associated meetings.
- Provide trainings and direct program services to the Learning Collaborative
- Engage Healthy Rowan as appropriate in activities related to the learning collaborative and mentor programs.

Recommendation:

We respectfully ask the Board of Commissioners accept the \$98,455 in funding for FY21-22 for Rowan County Public Health to build capacity within Rowan County for adolescent health and well-being. We appreciate the outreach and partnership approach and seek to build our own network of community organizations to lift up our young people.

DEPARTMENTAL REQUEST FOR BUDGET ACTION

[illegible]

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner
DATE: 9/13/2021
SUBJECT: Approval of Contract to Piner Appraisal, Inc. for tax Revaluation 2023

Approval is need for the attached contract to Piner Appraisal for Tax Revaluation 2023 in the amount not to exceed \$665,000.

The Tax Administration and the Purchasing Departments recommend that the contract be approved for Tax Revaluation 2023 to Piner Appraisal, Inc. in the amount not to exceed \$665,000.

ATTACHMENTS:

Description	Upload Date	Type
<u>Piner Appraisal Contract</u>	9/13/2021	Backup Material

Org code: 1154141 REVALUATION EXPENDITURES Type: E
Object code: 533000 OTHER PROFESSIONAL SERVICES Status: A
Project code: Budgetary: Y

Fund 1010 GENERAL FUND
Function 41 GENERAL GOVERNMENT
Sub Function 4141 TAX ASSESSOR
Department 4140 TAX ADMINISTRATION
Division 4141 REVALUATION
Program 0000 NON PROGRAM
Activity 000 NON ACTIVITY
Type 5 EXPENDITURES

Full description: OTHER PROFESSIONAL SERVICES Short desc: OT PROF SE
Reference Acct: Auto-encumber? (Y/N) N

PER	ACTUAL	CURRENT YEAR MONTHLY AMOUNTS	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	400,000.00
02	.00	.00	.00	.00
03	.00	.00	.00	.00
04	.00	.00	.00	.00
05	.00	.00	.00	.00
06	.00	.00	.00	.00
07	.00	.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	.00	.00	.00	400,000.00

Actual (Memo)	CURRENT YEAR TOTAL AMOUNTS	
Encumbrances	.00	Original Budget
Requisitions	.00	Budget Tranfr In
Total	.00	Budget Tranfr Out
Available Budget	.00	Carry Fwd Budget
Percent Used	400,000.00	Carry Fwd Bud Tfr
	.00	Revised Budget
Inceptn to SOY	.00	Inceptn Orig Bud
	.00	Inceptn Revsd Bud
Encumb-Last Yr	.00	DEPARTMENT
Actual-Last Yr	.00	MANAGER
Estim-Actual	400,000.00	PRESENT
	.00	COMMISSION
		APPROVED
		400,000.00

ROWAN COUNTY

BUDGET REQUEST FOR BUDGET ACTION

TO: Finance Department

FROM: Health Department

EXPLANATION IN DETAIL:

To rollover unspent budget dollars from FY 2021 to FY 2022 for the CCNC Grant.

Prepared by: Amanda Saunders

Date: 9/22/2021

BUDGET INFORMATION:

Reviewed: _____

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Salaries-Regular	E	1155215-510005-5215	61,833	
Health Insurance	E	1155215-520005-5215	10,920	
Medicare	E	1155215-520010-5215	910	
Retirement	E	1155215-520015-5215	6,320	
Social Security	E	1155215-520020-5215	3,840	
Workers Comp	E	1155215-520025-5215	510	
401 (K)	E	1155215-520030-5215	1,870	
Technology Services	E	1155215-534030-5215	7,000	
R&M Vehicle	E	1155215-543020-5215	4,000	
Training	E	1155215-559000-5215	900	
Vehicle Supplies	E	1155215-561085-5215	1,000	
Software Licenses	E	1155215-561089-5215	360	
Other Small Equipment	E	1155215-561095-5215	2,100	
Motor Fuels & Lubricants	E	1155215-562020-5215	7,343	
C/A: Vehicle	E	1155215-575035-5215	90,000	
Non Cash Grants/Awards	E	1155215-583053-5215	9,000	
Appropriated FB-Restricted	R	11452159-495010	207,906.50	

DEPARTMENT HEAD	COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: <u>✓</u>	Approved: _____	Budget Revision # <u>03-647</u>
Disapproved: _____	Disapproved: _____	Date Posted: _____
Amended: _____	Amended: _____	Group Number: _____
Date: <u>09/22/21</u>	Date: _____	Posted by: _____
Signature: <u>Alyssa Harris</u>	Signature: _____	Approved by: _____

ROWAN COUNTY
HEALTH DEPARTMENT - RESERVES
For Fiscal Year Ended June 30, 2021

Area of Reserve	Beginning Balance	Revenues	Account Numbers	Expenditures	Ending Balance	FY21		Reserve BA
						Original Budget		
Port - BCBS	\$ 99,203.71	\$ 67.76	1145270-453099/1155270-all	\$ (168,701.85)	\$ (69,430.38)	\$ 136,149.00		\$ (205,579.38)
Delta Dental	5,000.05	-	11452286-464099-52411/1155228-561044-52411	(5,000.00)	0.05	-		0.05
NAPSAC	2,869.23	-	1145227-464099-52420/1155227-xxx-52420	-	2,869.23	-		2,869.23
CC4C	307,475.00	-	11452159-431088/1155215-xxx-5215	(99,568.60)	207,906.40	-		207,906.40
Healthy Rowan	(0.05)	27,098.46	1145240-46099-52429/1155240-xxx-52429	(38,622.30)	(11,523.89)	-		(11,523.89)
	<u>\$ 414,547.94</u>	<u>\$ 27,166.22</u>		<u>\$ (311,892.75)</u>	<u>\$ 129,821.41</u>	<u>\$ 136,149.00</u>		<u>\$ (6,327.59)</u>

DEPARTMENTAL REQUEST FOR BUDGET ACTION

[illegible]

NC STATE

Laura Allen <lahoffne@ncsu.edu>

BJRFF 2021 Award Notification

Application Administrator [Do Not Reply] <admin@communityforce.com>
Reply-To: info@bjrff.org
To: lahoffne@ncsu.edu

Thu, Apr 29, 2021 at 4:05 PM

**PLEASE READ CAREFULLY - FUNDS WILL NOT BE DISBURSED
IF DIRECTIONS ARE NOT FOLLOWED CORRECTLY!**

Dear Laura Allen:

The Blanche & Julian Robertson Family Foundation is pleased to inform you that it has approved a grant of \$1,700.00 in support of 4-H Electric Program. This award is subject to the completion of the Award Agreement Section of your application, that affirms your agreement with the following:

GRANT PROVISIONS & CONDITIONS

1. The grant recipient agrees to expend the funds only for the purposes as stated in the grant application and in accordance with Section 501(C) 3, Section 4945, and other applicable provisions of the Internal Revenue Service Code.
2. The grantee will submit a Grant Status Report to the Foundation as soon as practical after the close of the grant period or when the funded project has been completed. If planning on applying for a grant in 2022, all Grant Status Reports must be turned in by December 31, 2021.
3. Directors and staff of the Foundation may monitor and conduct an evaluation of the grantee through a site visit and/or review of files and financial records relating to the grant or tax status. The grantee would agree to provide full and complete access upon a reasonable and timely request.
4. The Foundation requires immediate notification of any change in the grantee's Lead Management and/or Federal tax status before or during the period in which the grant funds are being spent.
5. Grant payments may be discontinued, modified, or withheld if, in the sole judgment of the Foundation, such action is necessary to comply with the law.
6. Any portion of the grant funds not used in accordance with these terms and conditions, or in agreement with the original grant application, must be repaid to the Foundation. No funds from this grant will be used to support propaganda, influence legislation or the outcome of any specific public election, or to support voter registration activities.
7. Grant funds must be requested and used within one year from the date of award or the grant is null and void.

Please log in to the Grant Database to fill out the the Award Agreement to the foregoing provisions and conditions. **Funds will be disbursed ONLY upon completion of the REQUEST FUNDS Section stating that the project or program is ready to begin. Any grant not funded and its project/program not begun one year after the award is made will be declared null and void unless otherwise arranged with the Foundation.**

Very truly yours,

Bret R. Busby
Chairman of the Board

<https://blanchejulianrobertsonfamilyfoundation.communityforce.com>

The contents of this email are intended for the named addressee(s) only. It contains information that may be confidential. If you received this email in error please email Application Administrator immediately and then kindly delete it. Unless you are the named addressee or an authorized designee, you may not use, copy or reproduce this email in any form or disclose it to another party.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Carolyn Barger, Clerk to the Board
DATE: September 22, 2021
SUBJECT: Consider Approval of Board Appointments

ATTACHMENTS:

Description	Upload Date	Type
Monthly Appointments	9/28/2021	Cover Memo
Board Applications	9/28/2021	Cover Memo

MONTHLY BOARD APPOINTMENTS
October 4, 2021
COMMISSION MEETING

TOWN OF FAITH ZONING BOARD OF ADJUSTMENT

Jordan Waller applied to fill a vacancy on this Board. The Faith Board of Aldermen support the appointment and if approved, the term would be through July 31, 2023.

HEALTH BOARD

Carla Rose was appointed on September 8, 2020 as a member of the general public to fill the Optometrist seat, which had been vacant for a long period of time.

North Carolina General Statute § 130A-35(c) states that “When a representative of the general public is appointed due to the unavailability of a licensed physician, a licensed dentist, a resident licensed optometrist or a nonresident licensed optometrist....., that member shall serve only until a licensed physician, a licensed dentist, a licensed resident or nonresident optometrist,..... becomes available for appointment”.

Dr. Melanie Jade Dombrowski has applied for the Optometrist seat currently held by Ms. Rose.

In accordance with the Statute referenced above, the Board is asked to officially remove Ms. Rose and appoint Dr. Dombrowski to the Optometrist seat. The remainder of the term for this seat is set to expire on December 31, 2021, at which time Dr. Dombrowski would be eligible for reappointment.

JUVENILE CRIME PREVENTION COUNCIL

There are several vacant seats open to the General Public and both Ashley Honbarrier and Rebecca Saleeby have applied. If these applicants are approved, their terms would expire June 30, 2023.

LOCAL EMERGENCY PLANNING COMMITTEE

There are two (2) vacant Public Safety seats and both Jeffrey Nash and Jason R. Fox have applied. There are no term limits for these appointments.

ROWAN TRANSIT SYSTEM ADVISORY COMMITTEE

Beth Barton Huber is the Executive Director for Trinity Living Center and she has applied to fill the vacant seat for this agency. There are no term limits for this seat on the Committee.

Jordan Waller

Rowan County | Generated 8/2/2021 @ 3:53 pm by OnBoard2 - Powered by ClerkBase

Status

Name Jordan Waller
Application Date 8/2/2021
Expiration Date 8/2/2023
Board Member Jordan Waller
Status Validated

Board

Town of Faith Zoning - ETJ

Vacancies

1

Status

Pending

Basic Information

Name

Jordan Waller

Business/Civic Experience and why you feel you are qualified for this appointment:

I grew up in Faith and decided to call it home as an adult. I am a member of Shiloh Reformed Church in Faith, The Faith Womens Auxiliary and am in the process of becoming a member of the Faith Civitan club. It is important to me that rules are enforced and upheld within our community. I would love the opportunity to serve on this board.

Have you ever been convicted of a felony?

No

County of Residence

Yes

Contact Information

Address

5635 Mount Hope Church Road
Salisbury, NC 28146

Resident

Yes

Phone

704-267-7291

Email

jordanw2007@aol.com

Occupation

Gender

What is your gender?

- Female



Post Office Box 37
100 North Main Street
Faith, North Carolina 28041-0037
Telephone: (704) 279-7500
Facsimile: (704) 279-0408

Rowan County
SEP 20 2021
Commissioners

September 14, 2021

Rowan County Board of Commissioners
130 West Innes Street
Salisbury, NC 28144

Dear Rowan County Board of Commissioners:

The Board of Aldermen of the Town of Faith has approved Jordan Waller to serve as an out-of-town member of the Town of Faith Zoning Board of Adjustment. Ms. Waller resides at 5635 Mt. Hope Church Road which is within the extraterritorial jurisdiction of the Town of Faith.

The Board of Aldermen would appreciate your review and approval of Ms. Waller for this position. It is the Town's understanding that Ms. Waller has previously completed and submitted the County's Application for Nomination to County Boards. We look forward to your reply regarding this matter.

Sincerely,

Karen C. Fink
Town Clerk/Finance Officer
Town of Faith Board of Aldermen

Dr Melanie Jade Dombrowski

Rowan County | Generated 8/16/2021 @ 9:08 am by OnBoard2 - Powered by ClerkBase

Status

	Name	Board	Vacancies	Status
	Dr Melanie Jade Dombrowski			
Application Date	8/5/2021	Health Board	0	Pending
Expiration Date	8/5/2023			
Board Member	Melanie Jade Dombrowski			
Status	Validated			

Basic Information

Name
Dr Melanie Jade Dombrowski

Have you ever been convicted of a felony?
no

County of Residence
Rowan

Contact Information

Address
228 West Council Street
Salisbury, NC 28144

Resident
Yes

Phone
7043105002

Cell Phone
7349450782

Email
melaniedenton@gmail.com

Occupation

Employer
Salisbury Eyecare and Eyewear

Occupation
Optometrist

Gender

What is your gender?

- Female

MS. Ashley Elizabeth Honbarrier

Rowan County | Generated 9/8/2021 @ 9:47 am by OnBoard2 - Powered by ClerkBase

Status

	Name	Board (Rank)	Vacancies	Status
	Ms. Ashley Elizabeth Honbarrier			
Application Date	9/7/2021	Juvenile Crime Prevention Council (1)	9	Pending
Expiration Date	9/7/2023			
Board Member	Ashley Elizabeth Honbarrier	Parks and Recreation (2)	0	Pending
Status	Validated			

Basic Information

Name

Ms. Ashley Elizabeth Honbarrier

Resume File

[View / Download](#)

Business/Civic Experience and why you feel you are qualified for this appointment:

I feel that I am qualified for this appointment because I am extremely passionate about this work. For the past four and a half years, I have been serving some of Rowan County's most vulnerable and distressed citizens through a nonprofit called Happy Roots. Through gardening classes, horticulture therapy, teaching life skills and environmental education, health and sustainability, and assisting with the resources needed, I have witnessed the healing power of plants and nature. Troubled teens and youths find comfort and direction. Lost youths find purpose and pride. I feel that my experience and skills will be valuable to the juvenile crime prevention mission. Through Happy Roots, I currently work with 16 Rowan-Salisbury Schools, ages Pre-Kindergarten to High School, and manage several other community gardens. I would love the opportunity to provide more information on community projects and partnerships and success stories.

Have you ever been convicted of a felony?

No

County of Residence

Rowan

Contact Information

Address

1015 Potneck Rd.
Salisbury, NC 28147

Resident

Yes

Phone

(980)234-4800

Email

happyrootsashley@gmail.com

Occupation

Employer

Happy Roots

Occupation

Program Director

Gender

What is your gender?

- Female

M Rebecca Saleeby

Rowan County | Generated 9/22/2021 @ 4:05 pm by OnBoard2 - Powered by ClerkBase

Status

Name M Rebecca Saleeby
Application Date 8/8/2021
Expiration Date 8/8/2023
Status Received

Board

Juvenile Crime Prevention Council

Vacancies

8

Status

Pending

Basic Information

Name

M Rebecca Saleeby

Resume File

[View / Download](#)

Business/Civic Experience and why you feel you are qualified for this appointment:

I have over thirty years of experience in the criminal justice system, While employed with Administrative Office of the Court I trained juvenile procedures and J Wise (juvenile computer application).

Have you ever been convicted of a felony?

No

County of Residence

NC

Contact Information

Address

1704 Darby Place
Salisbury, NC 28146

Resident

Yes

Ward/District

Salisbury

Phone

7042137284

Cell Phone

7042137284

Email

mrsaleeby@outlook.com

Occupation

Employer

Retired

Occupation

North Carolina Administrative
Office of Courts

Gender

What is your gender?

- Female

First Sergeant Jeffrey S Nash

Rowan County | Generated 8/16/2021 @ 9:11 am by OnBoard2 - Powered by ClerkBase

Status

	Name	Board	Vacancies	Status
	First Sergeant Jeffrey S Nash			
Application Date	8/4/2021	Local Emergency Planning Committee	7	Pending
Expiration Date	8/4/2023			
Board Member	Jeffrey S Nash			
Status	Validated			

Basic Information

Name
First Sergeant Jeffrey S Nash

Have you ever been convicted of a felony?
No

County of Residence
Union

Contact Information

Address
4506 Varner Drive
Monroe, NC 28110

Resident
Yes

Phone
9802394442

Cell Phone
9802394442

Email
jeffrey.nash@ncdps.gov

Occupation

Employer
North Carolina Highway Patrol

Occupation
State Trooper

Gender

What is your gender?

- Male

Jason Reynolds Fox

Rowan County | Generated 9/27/2021 @ 2:32 pm by OnBoard2 - Powered by ClerkBase

Status

Name Jason Reynolds Fox
Application Date 8/7/2020
Expiration Date 8/7/2022
Board Member Jason Reynolds Fox
Status Validated

Board

Local Emergency Planning
Committee

Vacancies

5

Status

BoC Meeting

Basic Information

Name

Jason Reynolds Fox

Resume File

[View / Download](#)

Business/Civic Experience and why you feel you are qualified for this appointment:

I have served the Rowan County Community for over thirteen years as a sworn law enforcement officer. Aligning with my goals of enhancing quality of life issues in the community, I recently obtained a Master of Public Administration degree with a concentration in Emergency Management and Homeland Security. I have a passion for public service, and my experience in various specialized law enforcement units has driven me to seek additional ways to benefit my community.

Have you ever been convicted of a felony?

No

County of Residence

Rowan

Contact Information

Address

670 Cricket Lane
Mount Ulla, NC 28125

Resident

Yes

Email

jrfox1@gmail.com

Occupation

Employer

Town of China Grove

Occupation

Patrol Sergeant

Beth Barton Huber

Rowan County | Generated 9/13/2021 @ 10:01 am by OnBoard2 - Powered by ClerkBase

Status

Name Beth Barton Huber
Application Date 9/10/2021
Expiration Date 9/10/2023
Board Member Beth Barton Huber
Status Validated

Board

Rowan Transit System Advisory
Committee

Vacancies

2

Status

Pending

Basic Information

Name

Beth Barton Huber

Business/Civic Experience and why you feel you are qualified for this appointment:

Trinity Living Center depends heavily on Rowan Transit for transportation for participants. As Executive Director, I am involved in making decisions regarding transportation. Rowan Transit is crucial to the operation of our facility.

Have you ever been convicted of a felony?

No

County of Residence

Rowan

Contact Information

Address

336 Camelot Drive
Salisbury, NC 28144

Resident

Yes

Phone

7046373940

Email

bhuber@trinitylivingcenter.net

Occupation

Employer

Trinity Living Center

Occupation

Executive Director

Gender

What is your gender?

- Female