

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

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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:

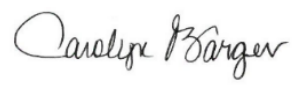
- Airport – Transfer of funds from Fund Balance to pay for a consultant to provide an Airport Assessment, Primary Management and Compliance Document, Airport Advisory Board Bylaws, Aeronautical Rent Study and Aeronautical Fee Study. \$114,250
- Finance – Recognize reserved funds from FY 2021 for Register 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,

A handwritten signature in cursive script that reads "Carolyn Barger".

Carolyn Barger, MMC, NCMCC
Clerk to the Board

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:

Date

Ryan Brumfield

Signature
DocuSigned by:

Date

WBS#:

County:

Item:

Project Description:

For Signature From:

DocuSigned by:

Julie White

Signature
DocuSigned by:

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

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:

**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 - Sportswork 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 kept 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.

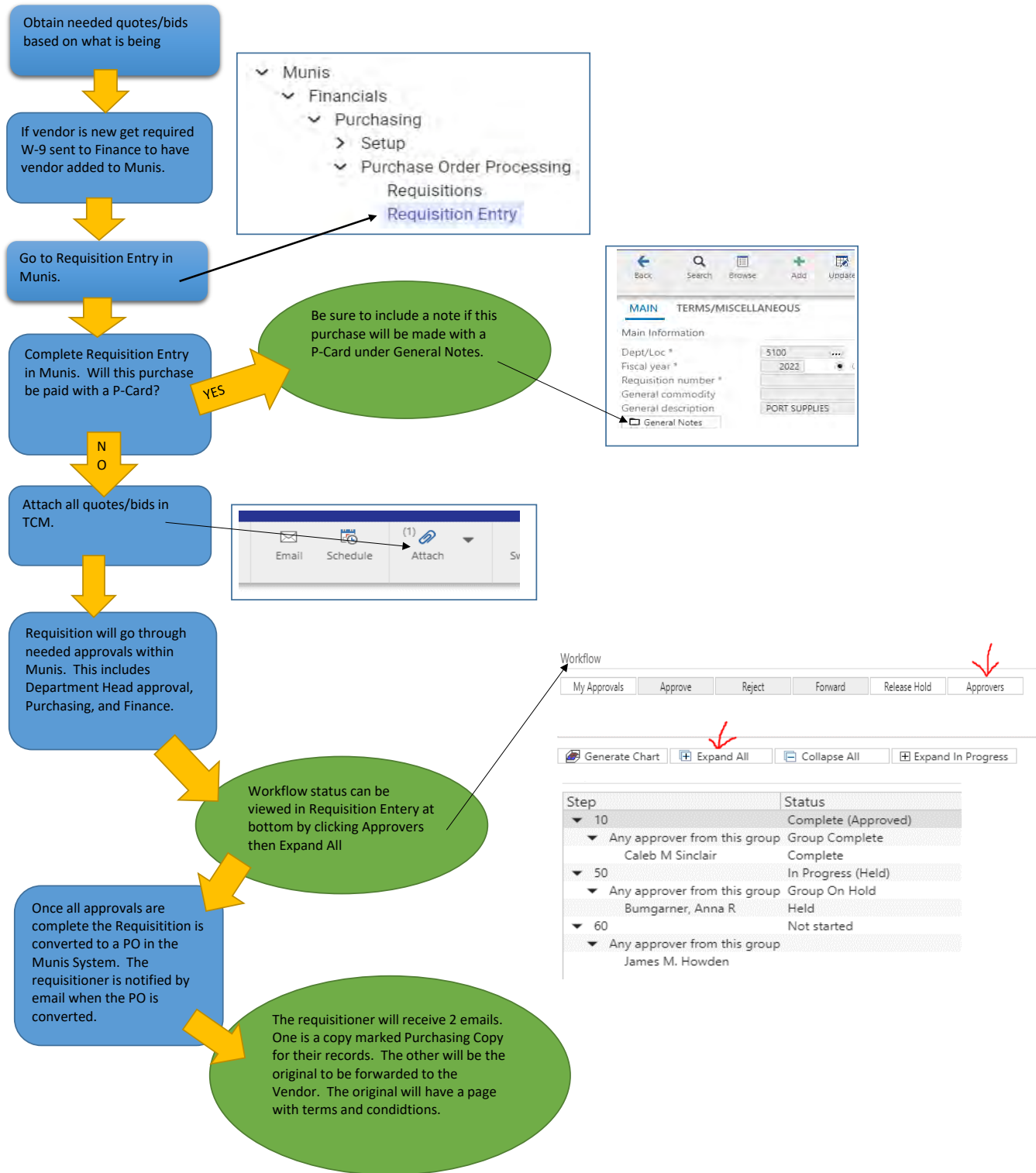
Receiving or giving of gifts or favors is not in the best interest of The County. Therefore, no officials or employee of the County shall:

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.

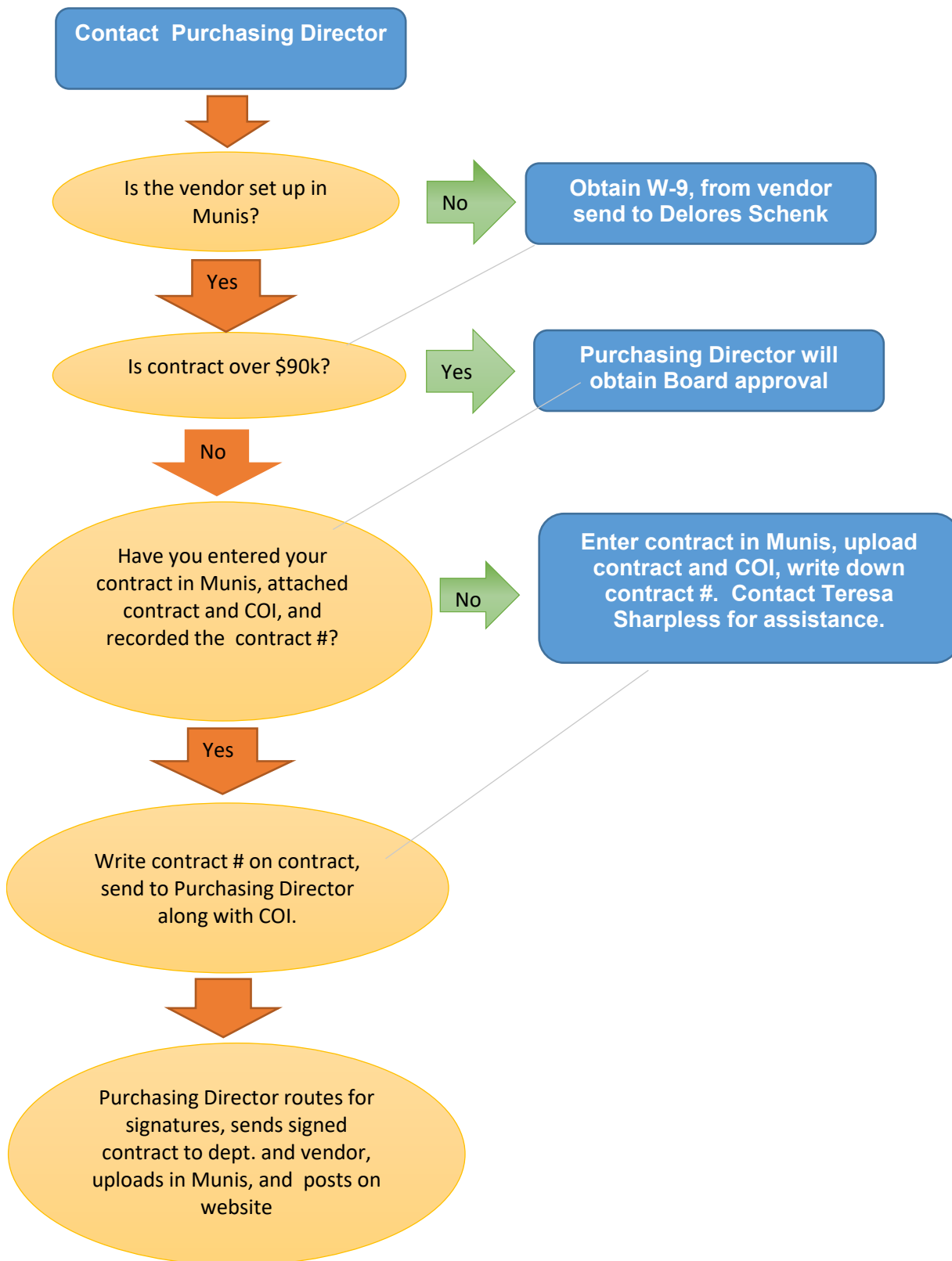
ATTACHMENT A

Purchase Order Workflow



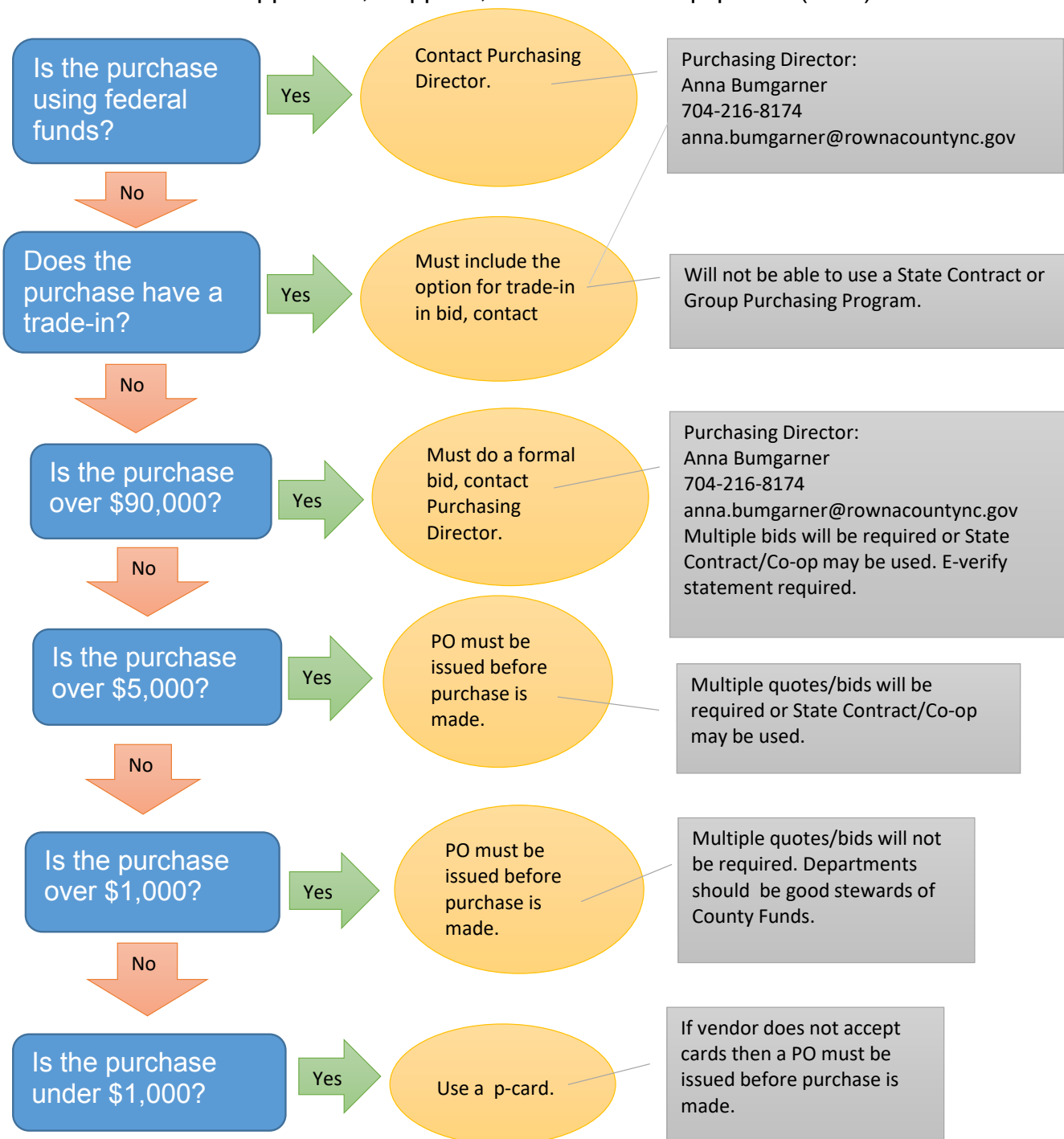
ATTACHMENT B

Contract Workflow

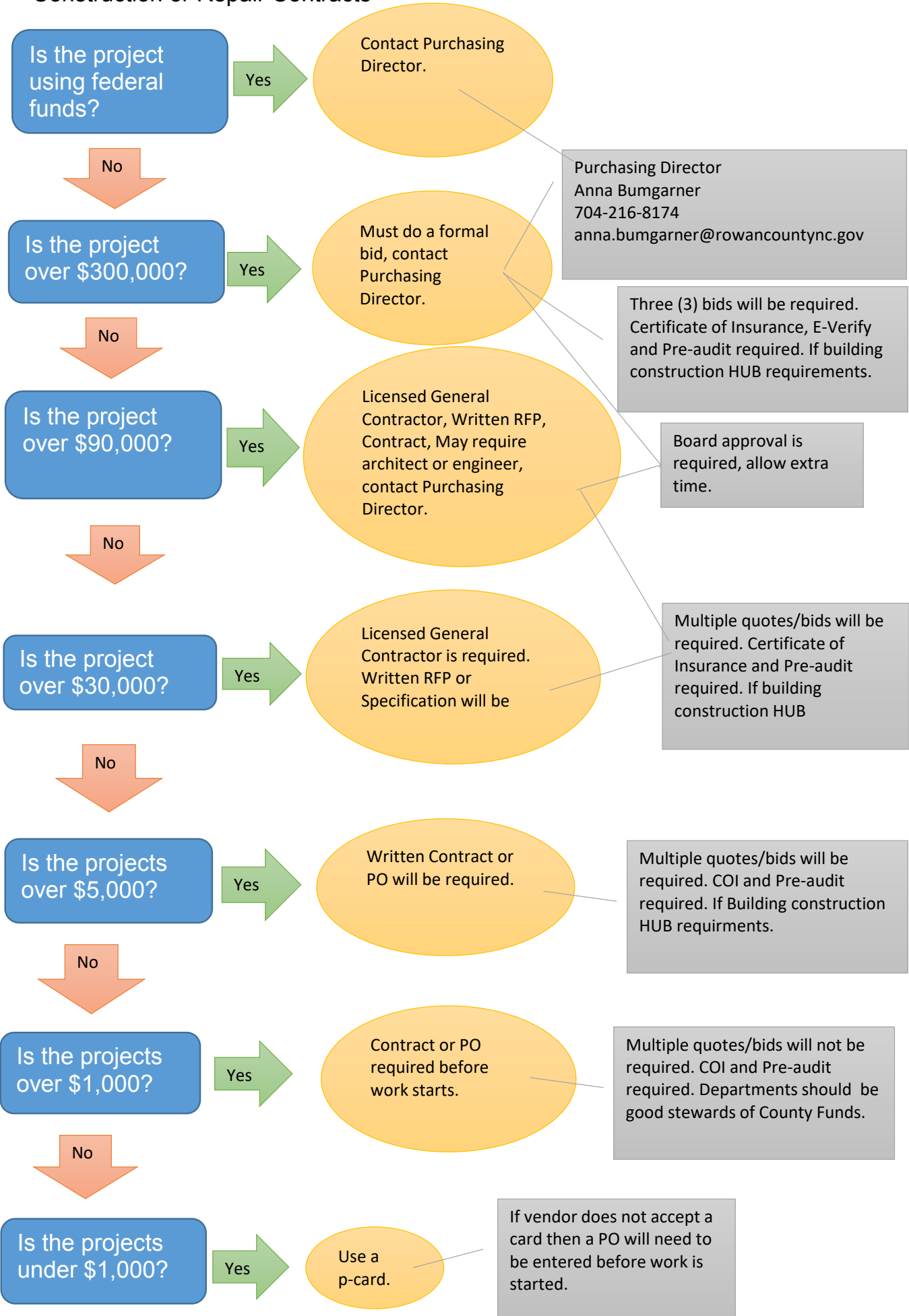


ATTACHMENT C

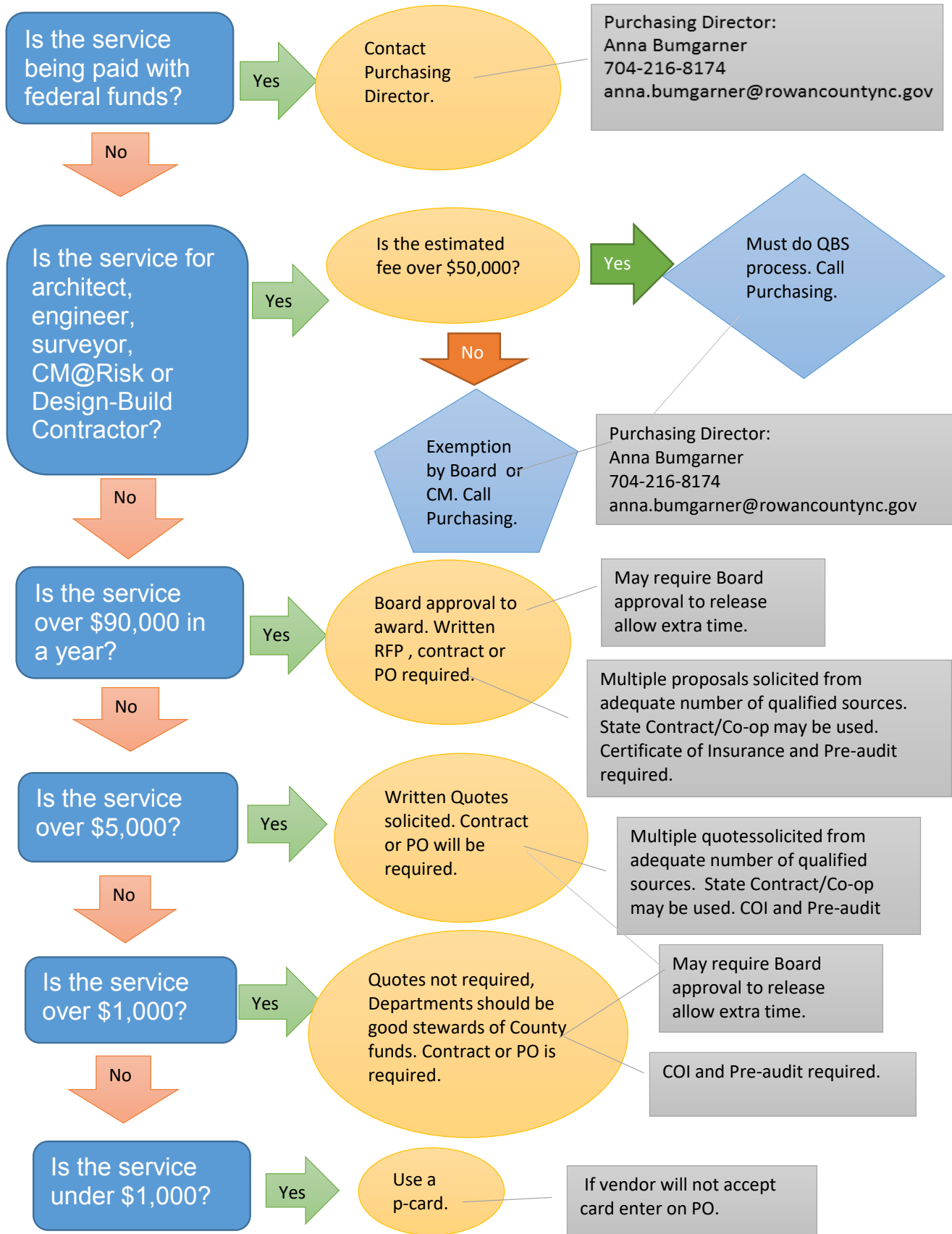
Purchase of Apparatus, Supplies, Materials and Equipment (Stuff)



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.

A handwritten signature in black ink, appearing to read 'Matthew D. Oetting', written over the printed name.

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 5 - Basis of Bid	4
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Article 8 - Bid Submittal	6

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>9-3-21</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)

Attest John J. Ruddy III

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
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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

[illegible]

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

August 23, 2021

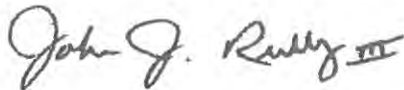
To: County of Rowan

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,



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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**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:
