

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

February 21, 2022 – 6:00 PM

J. NEWTON COHEN, SR. ROOM

J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING

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

Absent: Greg Edds, Chairman

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

Vice-Chairman Greene convened the meeting at 6:00 p.m.

Chaplain Michael Taylor provided the Invocation.

Vice-Chairman Greene led the Pledge of Allegiance.

CONSIDER ADDITIONS TO THE AGENDA

County Manager Aaron Church requested the Board consider the addition and deletion of the following items to the Consent Agenda:

- Purchase of Five (5) 250 Series Trucks for EMS (addition; Item U)
- NEWS Plumbing Replacement Program Agreement with Hazen (addition; Item V)
- Authorize Manager to Sign Grant Application for Kannapolis City Schools (addition; Item W)
- Request for Public Hearing - Offer to Purchase County-Owned Land (deletion; listed on the Consent Agenda as Item E)

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to accept the requested additions and deletion passed unanimously (4-0).

CONSIDER DELETIONS FROM THE AGENDA

Please note there was one (1) motion made above that included both the additions and deletions to the Consent Agenda.

CONSIDER APPROVAL OF THE AGENDA

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to approve the agenda as amended passed unanimously (4-0).

CONSIDER APPROVAL OF THE MINUTES

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to approve the minutes of the February 7, 2022 Commission Meeting passed unanimously (4-0).

1. CONSIDER APPROVAL OF CONSENT AGENDA

Commissioner Pierce moved approval of the Consent Agenda as amended. The motion was seconded by Commissioner Klusman and passed unanimously (4-0).

The Consent Agenda consisted of the following:

- A. Approve Contracting for Floor Repairs and Sealing in Perkins Leased Space
- B. ARPA to Fund Temporary Staffing
- C. Rowan County Jail Health Plan
- D. North Carolina Museum of Natural Sciences Grant
- E. Request for Public Hearing - Offer to Purchase County-Owned Land (this item was deleted from the agenda)
- F. Tax Refunds for Approval
- G. Schedule Public Hearing for Z 01-21 Amendment
- H. Airport - American Rescue Plan Act (ARPA) Funds
- I. State Capital and Infrastructure Fund (SCIF) Grant
- J. RTS Voluntary Fleet Reduction
- K. HOME-ARP [Approve Submission of Action Plan]
- L. SCIF Grant Funding \$500,000
- M. Subordination Letter Request - Eastern Fence Grant
- N. Contract with Vector Fleet Management, LLC
- O. Work Authorization for On-Airport Obstruction Removal
- P. Motorola Solutions Service Agreement
- Q. Letter of Support for USDA Grant for Yadtel Broadband Expansion into Rowan County
- R. Updated Offer to Purchase Lot 7 in Speedway Business Park
- S. Change Orders No. 10-16 for Dog Adoption Center
- T. NC Department of Public Safety Grant – Sheriff's Office
- U. Purchase of Five (5) 250 Series Trucks for EMS (addition; attached to these minutes for the record)
- V. NEWS Plumbing Replacement Program Agreement with Hazen (addition; attached to these minutes for the record)
- W. Authorize Manager to Sign Grant Application for Kannapolis City Schools (addition; attached to these minutes for the record)

2. PUBLIC COMMENT PERIOD

Vice-Chairman Greene opened the Public Comment Period to entertain comments from any citizens wishing to address the Board and with no one coming forward, Vice-Chairman Greene closed the Public Comment Period.

3. QUASI-JUDICIAL HEARING FOR SUP 02-22

Vice-Chairman Greene declared the hearing for Special Use Permit (SUP) 02-22 to be in session. Vice-Chairman Greene said the hearing would focus on an application submitted by Deborah Wright to accommodate an Event Center and rental cabins on her property located at 3425 Organ Church Road, further identified as Tax Parcel 378 043.

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

Assistant Planning Director Shane Stewart presented the Staff Report (Exhibit B) and also provided a power point (Exhibit C) as he described the site at 3425 Organ Church Road and surrounding area.

Using the power point, Mr. Stewart indicated the site proposed to use an entrance located off Double Thumb Road (Road), a private Road that served approximately fourteen (14) residences with a 30' easement/right of way (ROW). Mr. Stewart pointed out the acreage where additional homes could be located in the future.

The SUP included six (6) cabins to be used in conjunction with the events center.

Mr. Stewart said the proposed events center would be a 2,400 square foot barn-shaped building with a covered pavilion and patio, accompanied by a 672 square foot pavilion and 667 square foot bridal suite. The events center would primarily be for weddings; however, the owner had stated other events could take place on the site. The Staff Report (Exhibit B) contained a list provided by the owner of potential events that could be scheduled, which ranged from:

- Private celebrations such as birthday parties and reunions
- Small classes of 7-12 people for things such as crafting and homesteading classes
- Public festivals
- Vendor fairs
- Kids educational programs

Most of the uses would utilize the facilities within the gravel access drive with a few of them utilizing the facilities within the existing fenced in area and barn.

Mr. Stewart highlighted the Special Use Requirements for event centers as contained in the Staff Report (Exhibit B).

Mr. Stewart noted six (6) cabins were proposed on the site and per the applicant, the cabins were only intended for folks using the events center who might want to stay

overnight. Each cabin would have its own individual parking space away from the parking associated with the events center.

Mr. Stewart discussed the Road width and noted the Road was private and that he did not think there was a maintenance agreement. Mr. Stewart said a discussion might be warranted by the Board regarding the Road.

With regards to screening, Mr. Stewart said the ordinance required screening for structures within 200' of the boundary line. Mr. Stewart said the Jones residence was just over 200' and the Board might want to discuss screening for the northern area of the site.

Based on the Staff Report (Exhibit B), Mr. Stewart noted all Special Use Permits must be able to demonstrate they will meet all six (6) of the following evaluation criteria:

1. Adequate transportation access to the site exists.
2. The use will not significantly detract from the character of the surrounding area.
3. Hazardous safety conditions will not result.
4. The use will not generate significant noise, odor, glare, or dust.
5. Excessive traffic or parking problems will not result.
6. Use will not create significant visual impacts for adjoining properties or passersby.

Mr. Stewart said he had talked with the North Carolina Department of Transportation (DOT) and no driveway permit had been issued; however, the DOT did not see a problem with the request.

The applicant had the soil evaluated and the applicant believed the soil would support the six (6) cabins. It was noted the Rowan County Environmental Health Department had not confirmed if the site could support all the cabins; the northern side of the site would not perk.

Mr. Stewart said the Wrights did not want to pursue all necessary permits for construction until they knew whether the Board would approve the request.

Procedurally, Mr. Stewart provided the Board with Example Findings of Fact (Findings) (Exhibit D) for consideration for approval of the request. Mr. Stewart said the Board could approve, deny, or table the request for additional information, as needed.

Mr. Stewart stated the Board could impose conditions if it felt they were needed, such as hours/days of operation, etc.

Commissioner Klusman asked about any concerns from the Fire Marshal related to the size of the events center. Mr. Stewart said the Fire Marshal had been more concerned about the turnaround for emergency vehicles at the site and had not indicated anything of immediate concern from their minimum code standards.

Vice-Chairman Greene opened the floor to receive testimony from those who had been sworn in:

- Deborah Wright and her husband (name was inaudible) came forward. Ms. Wright said she could understand why the application would be concerning to the neighbors and she hoped to calm their fears and bring the community together. Ms. Wright said the events center would not be elaborate but rather a 40' x 60' wood barn where people could gather. Ms. Wright said she did not intend for the cabins to be used for anything more than a place to stay when coming to the events center for a reunion, wedding, or, for a bridal party to stay the night before a wedding. Ms. Wright said she was attempting to put every idea for the property into one (1) plan and the cabins would be the last to be built, if approved. Ms. Wright said the bridal suite would be a future addition. Ms. Wright's main focus was the barn and she shared ideas for other uses for the events center.

Commissioner Klusman questioned the maximum number of people for the center and Ms. Wright responded approximately 150-200. Ms. Wright said the cabins were intended for 2 or 3 people. With regards to outdoor events, such as concerts, Ms. Wright was uncertain about the maximum number of people that would be allowed. Ms. Wright said portable toilets would be on site if events went over 200 people.

Commissioner Klusman asked where the cars would be parked and Ms. Wright said she could use the large field in the northern part of the tract.

Commissioner Klusman referred to the County's noise ordinance and said when concerts were held on the Wright property she felt the noise should be lower than the allowable maximum for the sake of the neighbors.

Commissioner Klusman asked about limits for the hours of operation. Ms. Wright said she did not want to limit the hours too much for the future. Ms. Wright anticipated the hours Monday through Friday to be 9:00 am – 10:00 pm; Saturday from 9:00 am to 11:00 pm. Sundays were proposed to be from 10:00 am to 9:00 pm. Ms. Wright said both she and her husband worked and were not planning to quit those jobs immediately.

Commissioner Klusman asked what kind of security would be provided. Ms. Wright said it had been recommended she include in the contract for an officer be on site for private gatherings, whether it was a Rowan County Sheriff's Officer, or other security. Ms. Wright said she planned to follow the recommendation. Commissioner Klusman suggested the security be an off-duty Sheriff's Deputy.

Commissioner Klusman asked how Ms. Wright planned to control alcohol consumption and the behaviors that would go with it. Ms. Wright responded that alcohol was one of the reasons she wanted to require security. Ms. Wright said she did not want to limit alcohol nor did she plan to encourage it. Ms. Wright said alcohol would be beer and wine only.

Commissioner Klusman said it was great to put the limitations in a contract; however, the reality was people would still bring in other alcohol.

Commissioner Klusman asked what kind of language would be in the contract that would enable the Wrights to shut down an event for violating the terms. Ms. Wright expressed hope that law enforcement hired for security would help keep the alcohol contained.

Commissioner Pierce suggested Ms. Wright amend the request and break the events center out from the other structures until she was ready for the structures (cabins, etc.). Commissioner Pierce expressed concern with the road width for emergency vehicles and suggested the road be widened.

Commissioner Pierce asked Mr. Stewart if the request could be amended and Mr. Stewart replied it would not be an issue to remove a component from the application.

Mr. Stewart said the applicants could bring back another site plan and after the Board heard from the public, there could be other changes warranted.

Ms. Wright said she envisioned the cabins as a bedroom with a bath. Ms. Wright continued by saying the process would be a learning curve for her and she wanted to be a good neighbor and make accommodations everyone would be comfortable with. Ms. Wright emphasized the dream plan was more about the community and getting people together and she was willing to look at the suggestions.

In response to an inquiry from Commissioner Caskey, Ms. Wright said there were fourteen (14) residences that used the dirt Road. Commissioner Caskey said he, too, lived on a private road and it was difficult to determine who was responsible for road repairs. Commissioner Caskey said the request caused him concern for the Road's maintenance based on the increased number of visitors that would be using the entrance.

Ms. Wright said she did not know what the Road maintenance schedule was and she could offer something towards the maintenance budget. Ms. Wright said if there was a component in the plan she needed to pull out and be responsible for, she was willing to do so.

Commissioner Greene asked if the Road was a private road.

- Peyton Woodie with Woodbriar Design came forward to help Ms. Wright address questions regarding the Road. Mr. Woodie said the Road was a recorded ROW and a public access. Mr. Woodie said the Road was privately maintained and with regards to emergency access, service vehicles were allowed to come in. Mr. Woodie said the road width met the minimum fire code width of 20' into the site, as well as around the cabin areas to help facilitate firetrucks moving around in the event of an emergency. Mr. Woodie said he had talked with the DOT and the proposed driveway access was the preferred location due to sight distance issues.

County Manager Aaron Church asked if there was public water access near the facility. Mr. Woodie said no and the issue would be addressed if it was in the fire code.

Commissioner Klusman questioned the road width and Mr. Woodie said he was uncertain at what point the road width narrowed. Mr. Woodie said he could obtain accurate measurements if it was a huge concern for the Board. Mr. Woodie felt the entrance was larger than 20' where the Wright's driveway came in.

Commissioner Klusman expressed concern with being able to get the emergency vehicles in/out of Double Thumb Road in the event of an emergency. Commissioner Klusman said Organ Church Road was not very wide, as is.

Mr. Woodie said if Double Thumb needed to be widened to the driveway entrance as a condition of approval, the Wright's could do so. Mr. Woodie said the Road was a public access and privately maintained with a 30' ROW. Mr. Woodie said there was a recorded plat map on file with the County that showed the ROW 30' wide.

Mr. Woodie suggested that a maintenance agreement be drafted to cover the road maintenance to Ms. Wright's driveway.

Commissioner Klusman asked if there had been any conversations about a secondary way to get off the property. Mr. Woodie said visitors could go around the south side of the property on the grass and come back out. Commissioner Klusman said she would like to see the secondary exit included as part of the plan.

Vice-Chairman Greene asked for a show of hands from those in the audience who were in support of the application. No hands were raised. Vice-Chairman then asked if those in attendance would like to select speakers to represent those opposed to the request. The attendees responded from the audience they would each prefer to exercise their right to speak.

County Attorney Jay Dees said he had requested the Fire Marshal join the meeting remotely in the event the Commissioners had any questions pertaining to fire code.

Vice-Chairman Greene opened the floor for those who had been sworn to come forward and address the Board:

- Carolyn Bost, 1256 Songbird Lane Rockwell, expressed concern with the possibility of getting blocked in on Double Thumb Road. Ms. Bost recalled a house fire from the prior year that had been a total loss and had also resulted in the loss of life. Ms. Bost shared that the fire department had only been able to get one hose to the fire and she felt the Road should be at least 20' wide. Ms. Bost shared that it was hard to pull over in order to let other cars pass on the Road.

- Ben Bernhardt, 325 Glover Road, Salisbury, said he owned the property north of the Wrights and his son lived on the property. Mr. Bernhardt expressed concern with the narrowness of the Road. Mr. Bernhardt disagreed with Ms. Wright's comment that most of the widening would be on their property. Mr. Bernhardt said the Road was not on Ms. Wright's property and was on Brian Seagraves property. Mr. Bernhardt said the Road was on his own property where the Road curved east. Mr. Bernhardt said there was a 35' deeded ROW for access. Mr. Bernhardt's main concerns echoed those of safety by the previous speaker, Ms. Bost. Mr. Bernhardt read a portion of Staff's concerns. Mr. Bernhardt then talked about the dangers of visibility off the Road and the deeded ROW that belonged to Mr. Seagraves.
- Frank Jones said his land bordered the Wright's property on the right side. Mr. Jones referred to the buffers mentioned in the power point (Exhibit C) provided by Mr. Stewart. Mr. Jones said there was no buffer proposed to protect his property. Mr. Jones stated he and his wife, Courtney, had just built their home and he was upset they might not have the peace and quiet to enjoy their new home if the request was approved. Mr. Jones was concerned their lives would be affected due to the potential for loud music and bad behaviors that could result from alcohol consumption.
- Courtney Jones reiterated the concerns of her husband, Frank Jones, and said the couple would like a buffer if the request was to be approved.

Commissioner Pierce asked if the Jones' would be willing to accept a 2-layered buffer should the request be approved. Commissioner Pierce said safety and privacy were his biggest concerns.

Both, Mr. and Ms. Jones said they would appreciate a buffer. Ms. Jones asked if there would be an agreement requiring the replacement of any plants/trees that died. Commissioner Pierce responded the Board could require the buffer be maintained.

- Denene Brown, 151 Double Thumb Road, Rockwell, said she lived in the last house on the Road. Ms. Brown said the Road was a dead-end and she wondered how many people would use her driveway as a turnaround. Ms. Brown said her son and his friends ride bikes and the neighbors ride horses on the Road. Ms. Brown said the Road was only 13' to 14' wide and she questioned the safety issues that would result with the proposed entrance. Ms. Brown said she would no longer feel safe. Ms. Brown said her husband and the neighbors have to scrape and gravel the Road and it had taken years for the dirt Road to reach its current condition. Ms. Brown questioned the dust that would result from a hundred cars coming in. Ms. Brown asked if the Road would also be used for construction vehicles. Ms. Brown said her husband lost his brother and sister in the house fire previously mentioned that occurred last year. Ms. Brown said there were numerous fire trucks trying to get to them. Ms. Brown said the fire trucks had broken the culvert and the residents had

to replace the culvert because it happened with a volunteer fire department on a private road.

- Jason Bernhardt, 124 Double Thumb Road, Rockwell, reiterated the safety concerns related to turning in and out on the Road. Mr. Bernhardt discussed the dangers of the blind spot. Mr. Bernhardt said the neighbors worked hard to maintain the condition of the Road. Mr. Bernhardt talked about rainwater and overflow from ditches that he had to drive through to reach his property. Mr. Bernhardt said he did not foresee being able to keep the Road up based on the request. Mr. Bernhardt said he had a 5-year-old daughter and would hate for emergency vehicles to be unable to reach her if there was wedding traffic preventing access. Mr. Bernhardt said the Wright's property had road frontage and if the request was approved, he wanted to see the Wright's property used as the entrance.
- James Brown, 151 Double Thumb Road, Rockwell, stated his main concern was also with the entrance at Double Thumb Road. Mr. Brown agreed with Jason Bernhardt that if someone was turning out of the Road, no one could turn in. Mr. Brown agreed it would be best if the driveway came off Organ Church Road onto the Wright's property.
- Brenda Bost, 1145 Songbird Lane, Rockwell, said she had a lot of concerns with the Road. Ms. Bost said after it rained, she felt Double Thumb Road could be compared to the Yadkin River. Ms. Bost said the residents had spent a lot of money trying to maintain the Road. Ms. Bost said the State would not take over the Road until the residents met the State's standards. Ms. Bost said there was a lot of runoff because the land was bull tallow and it was hard for the rain to soak into the ground. Ms. Bost said she had 40 acres at the very back of the Road. Ms. Bost said if the request was approved she would be afraid to be home alone with only one way in and one way out of the Road.
- Jennifer Shue, 1185 Songbird Lane, reiterated the concerns of her mother-in-law, Carolyn Bost, whom she lived beside of. Ms. Shue said her children rode their bikes on the road and she was concerned there could be an additional 100 cars on the Road. Ms. Shue was worried that someone would hit a horse and injure both a child and the horse. Ms. Shue said she had lived at her residence for a long time and she wanted the quiet life to continue. Ms. Shue mentioned a tree on the Wright's property that impeded the view. Ms. Shue discussed the expense of maintaining the Road and said the Wright's had been notified regarding the maintenance but never offered to help. Ms. Shue asked who the neighbors would call for enforcement of conditions that might be placed on the applicant if the request was approved. Ms. Shue said the neighbors did not find out about the application until they received the letters from the Planning Department. Ms. Shue asked why there was no consideration for a turning lane since there was such a sharp turn onto the private road.

Vice-Chairman Greene said any attachments (conditions) made to the permit would be supervised by the County before the Wright's could be issued the permit to open the events center.

Ms. Shue asked who the neighbors would call after the fact and after the approvals and Vice-Chairman Greene responded, "the Planning Department" would make sure the attachments were continually being done.

In closing, Ms. Shue felt the Wright's should use their property for access as opposed to Double Thumb Road.

- Kathryn Shue, 1185 Songbird Lane, shared her concerns, the first of which pertained to her horses and their safety. The second concern was related to the large farm equipment, such as combines, etc., that traveled down Double Thumb Road to take care of the farmland.
- Greg Clark, 1390 Cottonwood Road, said his issues focused on safety and being able to get in/out of the Road. Mr. Clark also asked who would police the number of people that would show up for concerts, etc.

Commissioner Pierce responded the Sheriff's Department should be called for problems to large crowds that might exceed the allowable numbers.

Commissioner Caskey asked Mr. Clark about the traffic safety issue. Mr. Clark felt the entrance to the events center should be located off Organ Church road as the view would be higher and allow better visibility.

There were no other citizens sworn that came forward to provide testimony in the case. Mr. Dees informed the Board there was a question about the access. Mr. Dees said the code required direct access to a public road and he questioned the Board deviating from the standard.

The second question Mr. Dees posed was whether the property owner had the right to use Double Thumb Road. Mr. Dees continued by saying the Board heard the Road was a public road privately maintained, or, that it was a public access privately maintained. Mr. Dees questioned all the deeds to the surrounding lots that were subdivided and sold together with access over Double Thumb Road and sold together with the right to use that access. Mr. Dees said the plat referenced that shows the access, showed Double Thumb Road as a private road with a 30' ROW to be maintained by the residents, which was not a public access or public road. Mr. Dees said his question was subject to applicant providing something satisfactory to Board that they have right to use the Road for a commercial purpose. Mr. Dees said the question needed to be answered for the application as it seemed to be front and center of the issues the Board had heard, along with screening issues. Mr. Dees said he did not want the Board to approve a plan that might cause the County to have to deal with a legal issue later with regards to who could

use Double Thumb Road and for what purposes. Mr. Dees stated the plat clearly showed a private 30' ROW and not a public road or a public access. Mr. Dees asked if the Wrights had a legal right to use the private ROW when their deed did not include it in their legal description.

- Ms. Wright said she did not want to cause any problems with her neighbors and most of the concerns seemed to be about the Road. Ms. Wright said she and Mr. Woodie had gone to the NCDOT and for safety reasons the NCDOT had encouraged her to use Double Thumb Road. Ms. Wright said she was agreeable to using an access off Organ Church Road; however, she stated the access would go through the Wright's own "private space". Ms. Wright said she did not want contention with the neighbors.

Vice-Chairman Greene said the Board could vote on the request as submitted, or, Ms. Wright could withdraw the application at this point. Vice-Chairman Greene said Ms. Wright could make the changes, straighten out the legal descriptions, or, the Board could table the matter to a future meeting. Ms. Wright and Mr. Woodie asked the Board to table the matter for one (1) month.

Mr. Dees suggested the Board act to table the issue and hold the public hearing open until the next 6:00 p.m. meeting. In the meantime, the Wright's could amend the application if they chose. Mr. Dees deferred to Mr. Stewart to further explain the process.

Mr. Stewart said the Board could deny the request; table the request for 30 days in order to give the Wright's a chance to amend the request and no further notice to the public would be required. Mr. Stewart said if the Wright's needed more time, Planning Staff could re-advertise the public hearing and put signage back up. Mr. Stewart said the Board could also conditionally approve a request and grant forty-five (45) days to receive the site plan back. Mr. Stewart noted there were only four (4) Board members present and the Ordinance would require a 3-1 vote for approval.

Mr. Stewart said he had presented the Staff Report (Exhibit B) on behalf of Planner Aaron Poplin and had only worked with the Wright's early on when the request was initially agritourism. Mr. Stewart said the request was much different now and he wanted to make clear if the Wright's allowed concerts, he did not see how they would not exceed the Noise Ordinance. Mr. Stewart said Staff did not bring applications to exceed the noise levels to the Board for every weekend at a certain site. Mr. Stewart said he did not have the best grasp of what the plan would look like. Mr. Stewart said the Noise Ordinance was brought up to applicants for every proposed wedding venue in the County. Mr. Stewart felt sure the public was concerned over the music that would be amplified.

Commissioner Klusman moved to table the request; however, she questioned the timeframe to leave the request open. Mr. Dees explained the Board had not closed the public hearing and could act to table the hearing until the second meeting in March, which would be a 30-day period. Mr. Dees said during the 30-day window the applicant could

decide to proceed as is, amend the site plan and resubmit to staff, or, withdraw the request and start over at a later date. Mr. Dees said the motion would be to continue the public hearing until the Board's March 21st meeting date.

Commissioner Caskey said it seemed 90% of the issues the Board heard during the hearing were due to the access coming off Double Thumb Road. Commissioner Caskey said he wanted to see an option for accessing the Wright's property off Organ Church Road. Commissioner Caskey was uncertain if 30 days was enough time for the applicant to provide a plan with the revised access.

Mr. Stewart said the applicant did not want another driveway beside their existing drive. Mr. Stewart said only the applicant could indicate a willingness to provide a revised site plan and he noted 30 days was not a lot of time to gather and provide the requested information.

Commissioner Pierce asked if the Board could vote and make the decision based on having a driveway cut off Organ Church Road as a requirement for the SUP. Mr. Stewart said the Board could condition the approval upon evidence of seeing the evidence to obtain driveway permit.

Commissioner Pierce felt the concerns for use of the Road were justified and said he did not want to put the neighbors in jeopardy. Commissioner Pierce said Double Thumb Road was never designed for the proposed capacity. Commissioner Pierce also felt additional screening would help alleviate some of the neighbors' concerns.

Commissioner Pierce seconded the motion on the floor from Commissioner Klusman to table a decision and he moved to include a timeframe to keep the current quasi-judicial hearing open to March 21, 2022.

In response to a comment from Commissioner Caskey about a different driveway access, Mr. Dees said he had been discussing access options with Mr. Woodie as the Board had been deliberating. Mr. Dees said the applicant would need to agree to a different access option.

Vice-Chairman Greene restated that the motion on the floor was to table a decision to March 21, 2022 and to leave the public hearing open. Upon being put to a vote, the motion passed unanimously (4-0).

County Attorney reiterated for the benefit of those in attendance that the matter was being tabled until March 21, 2022 at which time the Board would continue with the public hearing. Mr. Dees expressed hope that a new site plan would be sent to Staff and shared with the public in advance of the meeting.

Vice-Chairman Greene called for a brief recess at 7:45 p.m.

Vice-Chairman Greene reconvened the meeting at 7:50 p.m.

At this time Vice-Chairman Greene asked the Board to skip to agenda item #7 (*RSSS Application for Needs-Based Public School Capital Fund Grant*) in the order of presentation and discussion. Following the presentation, the Board resumed and followed the original order of the agenda.

4. PUBLIC HEARING TO CLOSEOUT THE CDBG-3D18-E 3052 GRANT

Amanda Whitaker, Director of Funding Services, Withers Ravenel presented the close-out of the Chewy project. Ms. Whitaker said the County was awarded a \$1,500,000 Community Development Block Grant (CDBG 18-E-3052) from the NC Department of Commerce, Rural Economic Development Division, for installation of a sewer line to the Chewy facility.

The company committed to create at least 385 new fulltime jobs with at least 50% of the jobs created going to low-moderate income (LMI) households. According to Ms. Whitaker and the last annual report, 1,988 new jobs were reported and 70% were LMI. The project was complete, the sewer line was installed and Chewy was hiring on a regular basis.

The NC Department of Commerce required a formal closeout public hearing to be held stating the activities of the project, the number of low-moderate income beneficiaries, and the amount of grant funds expended in each category in order to close out the grant.

Vice-Chairman Greene opened the public hearing to receive citizen input regarding the closeout of the CDBG-3D18-E 3052 Grant. With no one wishing to address the Board, either remotely or in person, Vice-Chairman Greene closed the public hearing.

Commissioner Pierce moved, Commissioner Caskey seconded and the vote to accept the closeout of the CDBG-3D18-E 3052 Grant passed unanimously (4-0).

5. SNIA 01-22: LAFLAM TRUST

Assistant Planning Director Shane Stewart reported that Planning Staff received a Special Non-Residential Intensity Allocation (SNIA) request from Foley Home Sales, LLC on behalf of the Bryan and Michelle LaFlam Trust to construct 14,000 square foot building (including covered areas) for the storage of race cars and race car parts at the 300 Block of Pit Road. This 2.4 acre tract, referenced as Parcel ID 230-090, was previously subdivided into two (2) parcels one (1) of which was issued SNIA approval (SNIA 07-06) for 1.2 acres, which was never constructed. While these tracts have since been combined into one (1) parcel, this request would allocate an additional 1.2 acres to the 2.4 acre tract. (Approving this request would allow the project to exceed the administrative allowance of 12% built-upon area (e.g. buildings, pavement, gravel) limitation requirement of the Coddle Creek watershed and allow up to seventy (70) percent built-upon area for the project. A total of 10% of the watershed acres may be removed from the 12% limitation and permit up to 70% built upon area.

Commissioner Klusman moved, Commissioner Pierce seconded and the vote to approve SNIA 01-22 passed unanimously (4-0).

6. SNIA 02-22: FOLEY HOME SALES, LLC

Planning Staff received a Special Non-Residential Intensity Allocation (SNIA) request from Foley Home Sales, LLC to construct a 7,700 square foot building on Lot 1 of Horsepower Park. Per property owner Doug Foley, the building will be used by a company that contracts with Duke Energy to inspect overhead power lines with a helicopter. The building will house their office needs, maintenance of the helicopter, and interior storage of the craft. Approving this request would allow the project to exceed the administrative allowance of 12% built-upon area (e.g. buildings, pavement, gravel) limitation requirement of the Coddle Creek watershed and allow up to seventy (70) percent built-upon area for the project. A total of 10% of the watershed acres may be removed from the 12% limitation and permit up to 70% built upon area.

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to approve SNIA 02-22 passed unanimously (4-0).

7. RSSS APPLICATION FOR NEEDS-BASED PUBLIC SCHOOL CAPITAL FUND GRANT

Anthony Vann, Chief Operating Officer for Rowan-Salisbury School System (RSSS), presented a request for RSSS to submit a Needs-Based Public School Capital Fund Grant (Grant). Mr. Vann provided a power point as he discussed the grant, which if awarded, would be applied to the Knox/Overton K-8 Project (Project) to offset the Project escalation costs due to current COVID-19 Pandemic challenges. Mr. Vann reported that RSSS was experiencing construction markets to be 20-30 percent above where the markets were prior to the Pandemic.

The Grant assisted counties with critical capital building needs and was available to eligible counties for construction of new school facilities, additions, repairs and renovations. If awarded the grant, a middle school project could receive up to \$40 million and require a 15% match (or \$6 million) of the grant award. The local match would be from funding by the County Commissioners.

Mr. Vann said the Board of Education (BOE) met on February 7, 2022 and approved submittal of the grant application. The BOE was now asking the Board of Commissioners to approve the grant submission in order for RSSS to move forward with the Project.

Commissioner Pierce said the Commissioners would have to sign off guaranteeing the County would fund the difference, which he stated was \$30 million instead of \$6 million. Mr. Vann explained the match for the full amount of \$40 million was 15%, or \$6 million. Mr. Vann said the actual Project itself was increasing due to rising costs. Mr. Vann said funds were already budgeted in the amount of \$55 million to move forward with the Project and the Grant would reduce the cost of the Project.

Commissioner Pierce did not feel the application was correct and suggested the BOE communicate more with the Commissioners through the Joint Planning Committee. Mr. Vann said the Project had been on the books for years. Mr. Vann said the Grant was being submitted for the second time to the Commissioners, as it was denied the first time.

In response to an inquiry from Commissioner Klusman about separating the elementary and middle school in the grant process, Mr. Vann said the plan was to close Knox Middle and Overton Elementary. Mr. Vann said the BOE felt it best to apply for the middle school right now.

Commissioner Caskey said he read the funds could be used for new schools, additions, renovations, etc. Commissioner Caskey asked if the funds could be used for "something else" after the Grant was awarded, or, if the funds must be used specifically for the Project. Mr. Vann said, "I think if you can show you have something else in the pipe, I think you could change it".

Commissioner Caskey asked if the BOE had recently and unanimously approved the Grant application and Mr. Vann said he believed so. Commissioner Caskey mentioned the last time he had spoken with some of the members of the BOE, they were not all in favor of doing the Project.

Commissioner Caskey said when the BOE had voted to close Enochville and Faith Elementary Schools, it was noted there were too many seats in elementary and the same was noted for middle schools also.

Mr. Vann said when the two (2) elementary schools had closed it helped to fill empty seats and to increase the utilization rate for RSSS by several points.

Commissioner Caskey asked if more students would be funneled into the new K-8 school. Commissioner Caskey said there had been excess seats in middle schools that were not addressed during the closing of Enochville and Faith Elementary Schools. Mr. Vann said the middle and high school numbers were much closer. Mr. Vann said, "The majority of the seats we have are at the elementary level".

Commissioner Caskey asked if voting for submittal of the Grant locked the Board in and Mr. Vann said the Grant award, if received, must come back to the Board of Commissioners for final approval. Mr. Vann anticipated a decision regarding the Grant award would be made by April 12, 2022.

Commissioner Caskey asked for confirmation that applying for the Grant was not the final step in the approval process. County Manager Aaron Church said since the County would be matching quite a bit of the award, the County would have to budget to borrow the money and it would have to come back before the Commissioners for final approval.

In response to additional questions regarding the approval process and how the funds could be spent, Mr. Church stated he would not sign an acceptance for the Grant, if awarded, unless the Grant had been accepted by the Board of Commissioners.

Commissioner Klusman moved approval of the right for RSSS to apply for the Grant. The motion was seconded by Commissioner Caskey and passed 3-1 with Commissioner Pierce dissenting.

8. ILS PROJECT REQUEST FOR FUNDING SCIF GRANT

Rowan County Airport and Transit Director Valerie Steele provided a power point as she presented the funding request for the County's Instrument Landing System (ILS) Rehabilitation/Replacement using State Capital and Infrastructure (SCIF) funds at the Mid Carolina Regional Airport (Airport).

Ms. Steele reported the ILS was far beyond the end of its usable life and the components were no longer able to be repaired when they failed. A portion of the electronic components for the glideslope were replaced but the remainder of the system needed to be rehabilitated. The Localizer, currently out of service, needed to be replaced.

Ms. Steele asked the Board to consider granting approval for her to work with Senator Carl Ford and Representative Harry Warren regarding permission to use \$2 million of the \$5 million in SCIF to complete the replacement of the remaining ILS system components.

Ms. Steele discussed the steps and timeline for receiving grant funds and the grant administration. Ms. Steele also discussed the negative impact to the Airport if it no longer had the ILS

Using the power point, Ms. Steele highlighted the Glideslope and said the project had been put on hold due to lack of available funds. According to Ms. Steele, a sufficient number of bids were received but a bid could not be awarded. Ms. Steele said Staff would not have to go through the bid process again if the bid from 2019 would be honored.

Ms. Steele stated if the Board agreed on the importance of the ILS being the Airport's next project, the next and most important step was speaking to Senator Ford and Representative Warren for approval to modify the funds since the funds were given for a hangar expansion and public safety aspect. Ms. Steele said the grant was a legislative grant and not one for the County to choose how it would spend. Ms. Steele the ILS need was unknown the past July when funding had been requested for the hangar expansion.

Commissioner Pierce asked if there would be enough money left to build the hangar for the North Carolina Highway Patrol if \$2 million was used on the ILS. Ms. Steele said she believed there was already funding for the public safety hangar (\$12.5 million) set aside and the legislative grant was an additional amount provided for the hangar. Ms. Steele said the remaining \$3 million from the legislative grant would be added to the \$12.5 million.

Following a brief discussion, Commissioner Pierce moved to reallocate \$2 million for the ILS Project and to reach out to Senator Ford and Representative Warren for their approval. The motion was seconded by Commissioner Klusman and passed unanimously (4-0).

9. ZOLL MEDICAL CORP. STATE CONTRACT PURCHASE

Allen Cress, Chief of Emergency Services, reviewed the request in the agenda packet, explaining that Rowan County released a Request for Information (RFI) for cardiac monitors with responses received on November 16, 2021. TJ Brown, Acting EMS Division Chief, along with Anna Bumgarner, Director of Purchasing and Contracting were also present to answer any questions the Board might have.

According to the information in the agenda packet, three (3) companies, Code Blue Resources, Stryker and Zoll Medical Corporation came on site and provided demonstrations of their products. The equipment was available for emergency services' staff from November 17th until December 15th and an evaluation committee of emergency services' staff decided to go with Zoll devices. These devices are being purchased from North Carolina State Contract 465B as NCGS 143-129(e)(9) allows. EMS wished to purchase 149 AEDs and 25 cardiac monitors totaling \$1,301,880. Rowan County will be providing 140 AEDs to the volunteer fire stations throughout Rowan County.

Mr. Cress discussed three (3) proposals. The first proposal was for four (4) monitors needed for the Community Paramedic Program and would be paid from ARP funds.

The next proposal was for twenty-one (21) monitors to replace the aged-out monitors currently used. Mr. Cress said several monitors would also be used in staff vehicles, enabling staff to arrive at scenes quicker and would also enabling staff to aid paramedics before arriving on the scene.

The last proposal was for one hundred and forty (140) defibrillators that would go the fire departments in both the municipal and rural departments.

Commissioner Pierce moved to approve all three (3) contracts for State purchase. The motion was seconded by Commissioner Caskey and carried unanimously (4-0).

10. LITTER REPORT

Vice-Chairman Greene highlighted the litter report from Caleb Sinclair, Director of Environmental Management. During the month of January, the Department removed 5.7 tons of litter and debris and 93 improperly discarded tires from along Rowan County roadsides.

11. FINANCIAL REPORTS

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

- Annual Cumulative Expenditure Comparisons as of January 2022 - \$87,023,656
- Annual Cumulative Revenue Comparisons as of January 2022 - \$104,236,401
- Annual Cumulative Current Year Property Tax Comparisons as of December in FY 2022 – \$70,358,458
- Annual Cumulative Sales Tax Comparisons as of October in FY 2022 - \$11,248,841

12. BUDGET AMENDMENTS

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

- Environmental Management – Accommodate grant funded project for Recycling Program Grant approved by BOC and acknowledged in Adobe workflow 7-18-2021 - \$30,000
- Finance – Recognize 2021-2022 North Carolina Museum of Natural Sciences grant awarded to Rowan County Nature Center - \$75,000
- Emergency Services – Request use of ARPA to pay for Operative IQ system being used to track all PPE purchased by Rowan County - \$8,280
- Department of Social Services (DSS) – Request use of ARPA funds to pay contractors to help DSS's Economic Services and Child Protection Services group during Pandemic - \$74,000
- Finance Department – Transfer budget from one G/L account line to another to correct miss-key when setting up budget - \$1,018,000
- Emergency Services – Requesting use of Article 46 Restricted Sales Tax to purchase additional monitor equipment - \$53,000
- Library – Received gift from Friends of Rowan Public Library in the amount of \$15,000. Requesting to move funds in order to purchase children's furnishings and equipment for West Branch Library - \$12,533
- Emergency Services / County Manager – Requesting use of Article 46 Sales Tax – Committed for Public Safety within Rowan County's current Fund Balance to be used to purchase defibrillator for every fire department - \$210,000
- County Manager – Requesting transfer of funds to cover rest of year expenditures (3 months) associated with bringing a fleet company on board to manage Rowan County's fleet of vehicles - \$200,000

Commissioner Pierce moved approval of the budget amendments as presented. The motion was seconded by Commissioner Caskey and passed unanimously (4-0).

13. CLOSED SESSION

Vice-Chairman Greene moved at 8:45 p.m. for the Board enter into Closed Session in accordance with North Carolina General Statute 143-318.11(a)(1) to consider approval of the minutes of the Closed Session held on January 3, 2022 and in accordance with North Carolina General Statute § 143-318.11(a)(3) for Attorney-Client Privileged Communication regarding a DSS settlement. The motion was seconded by Commissioner Pierce and passed unanimously (4-0).

Commissioner Pierce moved the Board return to Open Session at 9:00 p.m. The motion was seconded by Commissioner Klusman and passed unanimously (4-0).

No action was taken.

14. ADJOURNMENT

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 9:00 p.m. The motion was seconded by Commissioner Klusman and passed unanimously (4-0).

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC
Clerk to the Board

DRAFT

Rowan County Purchasing Department

130 West Innes Street, Salisbury, NC 28144

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

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

From: Anna Bumgarner, Director of Purchasing/Contract Administration

Re: Purchase of Five (5) 250 Series Trucks for EMS

Date: February 18, 2022

Emergency Services and Purchasing prepared a Bid Document for the purchase of 250 Series Trucks for EMS. Four (4) trucks were for the COVID Community Paramedic Program from ARPA Funds and One (1) is for replacement of current vehicle in General Fund. No bids were received on February 3, 2022, so a re-bid was sent out and received on February 16, 2022. The County did receive three (3) responses. Idlerton Dodge response did not meet the spec and only offered two (2) vehicles. Therefore, the recommendation is to order 5 trucks for an estimated delivery in 3-4 months from Modern Chevrolet, LLC.

Attached is the response from Modern Chevrolet and Bid Tab.

Recommendation: The Emergency Service and Purchasing Directors recommend that the Board of Commissioners authorize the purchase of five (5) trucks from Modern Chevrolet, LLC for a not to exceed amount of \$229,000.

ITB 2022-025 Truck

	Ilderton Dodge	Randy Marion	Modern Chevrolet
Base Bid New	\$ 37,268.00	\$ 51,335.00	\$ 45,800.00
Quantity Available	1	5	5
Total Cost	\$ 37,268.00	\$ 256,675.00	\$ 229,000.00
Estimated Delivery	4/30/2022	now	3-4 months order by 3/15/22

Base Bid New	\$ 36,823.00
Quantity Available	1
Total Cost	\$ 36,823.00
Estimated Delivery	3/30/2022

Bid Opening Attendees

Anna Bumgarner

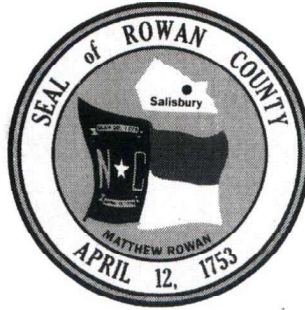
Michelle Doyle

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

2/16/2022
Date



Anna Bumgarner, Purchasing Director



INVITATION TO BID

FOR

**2500/250 Series
TRUCK
SPECIFICATION**

ROWAN COUNTY

130 West Innes Street

Salisbury, NC 28144

704-216-8174

anna.bumgarner@rowancountync.gov

Date Issued: Tuesday, February 8, 2022

Date Due: Wednesday, February 16, 2022 at 3:00 PM ET

Administered By: Anna Bumgarner, Purchasing Director

**NOTICE TO BIDDERS
ROWAN COUNTY EMERGENCY SERVICES FOR
FIVE (5) 2500/250 Series TRUCKS**

Rowan County plans to purchase five (5) 2500/250 Series Trucks for Emergency Services (ES). Rowan County understands the supply chain issues with vehicles; therefore, is willing to purchase vehicles from multiple vendors to meet our need of five (5). The County is also willing to look at exceptions to the spec so please price vehicle that will most closely match the specification and list any expectations. The County is also willing to order these vehicles and take delivery at a later time, please specify expected delivery date. The County has also included an alternate bid for used vehicles.

Bidders for this ITB will be accepted until Wednesday, February 16, 2022 at 3:00 pm ET at the Rowan County Purchasing Department, 130 West Innes Street, Suite 31, Salisbury, North Carolina 28144. Bid documents may be obtained by contacting the Rowan County Purchasing Director at:

Rowan County Purchasing Department
Attn: Anna Bumgarner, Purchasing Director
130 West Innes Street, Suite 31
Salisbury, NC 28144
704-216-8174
anna.bumgarner@rowancountync.gov

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

Rowan County reserves the right to award and/or reject any and/or all Bids and waive any technicalities or irregularities. For complete details, consult the ITB package.

This is the 8th day of February, 2022.

Rowan County

By: Anna Bumgarner
Rowan County Purchasing Director

Invitation to Bid

The purpose and intent of this Invitation to Bid (ITB) is for five (5) 2500/250 series trucks for Emergency Services (ES). The following documents make up this ITB:

- a. This Document
- b. Bid Response Form

Important Dates

Issue Date:	Tuesday, February 8, 2022
Deadline for written questions:	Thursday, February 10, 2022 at 5:00 PM ET
Deadline for Submitting Bids:	Wednesday, February 16, 2022 at 3:00 PM ET

Submission of Bids

Bids must be presented on the **Bid Response Form** attached to the ITB can be mailed or delivered to:

Anna Bumgarner, Purchasing Director
Rowan County Purchasing Department
130 West Innes Street, Suite 31
Salisbury, NC 28144

The package shall be plainly marked "ITB 2022-025a 2500/250 Series Trucks".

Bidders must submit one sealed original of their bids. No responsibility shall be attached to Rowan County (the County) for the premature opening of any bid not properly addressed or identified.

Sealed Bids are due on **Wednesday, February 16, 2022 at 3:00 pm EST** by mail to J. Newton Cohen, Sr. Administration Building at 130 West Innes Street, Suite 31, Salisbury, North Carolina, 28144. Failure to submit a Bid by this deadline will disqualify the respondent from consideration in this purchase.

Request for Clarification

All questions or requests for clarification or additional information must be submitted in writing no later than 5:00 pm on Thursday, February 10, 2022. These written questions or requests must be submitted to Anna Bumgarner, Purchasing Director, either by mail, fax or e-mail. No respondent shall have contact with any other County Staff or Board of Commission Members once the ITB is made public. All pertinent questions the County receives will be answered in an addendum to this ITB and posted on the County website by end of day on Friday, February 11, 2022. <https://www.rowancountync.gov/677/Current-Bids-or-Request-for-Proposals-RF>

In addition, the County assumes no responsibility for conclusions or interpretations derived from technical and background information presented in this ITB, or otherwise distributed or made available during this procurement process. The County will not be bound by or be responsible for any explanation, interpretation or conclusions of this ITB or any documents provided by the County, other than those given in writing by the County, through the issuance of addenda. It is the full responsibility of the Contractor to thoroughly investigate the needs/requirements of the County not necessarily assumed in this ITB.

Signed Bids Considered an Offer

Receipt of a signed Bid shall be considered an offer on the part of the Bidder. The terms, conditions and specifications of this ITB will become part of the contract if the Bid shall be deemed approved and accepted by the County. In the event of a default on the part of the Bidder after acceptance by the County, the County may take such action as it deems appropriate, including legal action for damages or specific performance.

Timeline to Execute Contract

The County understands the current national issues with vehicle production and is willing to work with the awarded Bidder, within reason, on the delivery of vehicles.

Availability of Funds

The purchase will be awarded and deemed binding only to the extent of appropriated funds for the purpose set forth in this ITB.

Non-Discrimination

The Bidder shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin or disability.

Delivery

The awarded vendor shall delivery vehicles FOB destination to Rowan County Facilities Department at 425 Airport Road, Salisbury, NC 28147 and notify purchasing of delivery by email to Anna Bumgarner at anna.bumgarner@rowancountync.gov.

Collusive Bidding

The Bidder's signature on the Bid Form is a guarantee the prices quoted have been arrived at without collusion with other eligible Bidder(s) and without effort to preclude the County from obtaining the lowest possible competitive price.

General Indemnity

The Bidder shall save and hold harmless, protect, defend and indemnify the County (including the County Manager, the Board of Commissioners, as well as Rowan County officers, agents and employees) from and against any demand, claim, suit, loss, expense or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of, any person arising out of, or in any way related to, any action or inaction of the Bidder (including its officers, agents and employees) in the performance or intended performance of this contract, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to, the performance of this contract. The obligations of the Bidder pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation or benefits payable under any policy of insurance or self-insurance maintained by, or for the use and benefit of, the Bidder. As an integral part of this contract, the Bidder agrees to purchase and maintain, during the life of this contract, contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof with the County named as an additional insured.

Assignment

The successful Bidder shall be the prime Bidder and shall be solely responsible for all contractual performance. The Bidder shall not assign, transfer, convey, sublet or otherwise dispose of its agreements with the County, or its rights, title or interests herein, or its power to execute such agreement, to any other person, company or corporation without the previous written consent and approval of the County.

Conflict of Interest

All Bidders must disclose in writing with their Bid the name of any owner, officer, director or agent who is also an

employee of the County. All Bidders must also disclose in writing with their bid the name of any employee of the County who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or subsidiaries. By submitting a bid, the Bidder certifies that there is no relationship between the Bidder and any person or entity which is, or gives the appearance of, a conflict of interest related to this ITB or project.

Errors and Omissions

The Bidder shall not take advantage of any errors or omissions in this ITB, and shall promptly notify the County of any omissions or errors found in this document.

Funding

The County will be using both local and federal funds for this purchase.

FEDERAL FUNDS: If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):

Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324)

SPECIFICATIONS

COMMENTS/ALTERNATIVES

Four-wheel drive
Four Full Size Doors
Cloth Seats
Short Box preferred
Vinyl Matting
Air Conditioning
AM/FM Radio
Power Windows
Power Door Locks
Cruise Control
Tilt Steering Wheel
110 Volts/400-watt Outlet (or alternate)
Cupholders
Cargo Area Tiedowns
- automatic transmission w/od
Power Steering
4 Wheel ABS Brakes
Largest Available 8-cylinder Gas Engine
Heavy Duty High Amp Alternator
Front Disc Brakes
Unleaded Fuel preferred
Fold Down Tailgate
Spare Tire
Driver's Air Bag
Passenger's Air Bag
Exterior Color: White (or alternate)
Interior Color: Specify in Bid
Heavy Duty Suspension
Class V Trailer Towing Package with
Trailer Brake Controller
Rear Back Up Camera
Remote Start
Up-fitter Interface Module

Engine
type:

6.6L V8 401 HP/ 464 lb TQ

Please complete:

MPG city
MPG highway
Wheelbase
Fuel capacity (gal)
Basic Warranty (months)
Basic Warranty (miles)
Powertrain Warranty (months)
Powertrain Warranty (miles)
Number of doors (extended cab)

158.94"
36
36
36
60
100K
4 Full Doors

Bid Response Form

Quote:

Extended cab - Four Door

\$45800.⁰⁰ Per unit

Quantity Available

5 Total Cost \$ 229,000.⁰⁰

Estimated Delivery Date:

3-4 months If ordered by: 3/15/22

MODERN CHEVROLET

Business Name

Date

Authorized Signature

5955 University Parkway
Winston Salem, NC 27105

Randy Andrews

Address

RANDY ANDREWS

336-722-4191

Printed Name

candrews@modernauto.com

38-3847669

Telephone number/email

Federal Tax ID Number

Attach sheet explaining and exceptions to the specifications listed.

Alternate Bid:

Quote used vehicles available:

Extended cab - Used

\$

Per used unit

Quantity Available

Total Cost \$

Estimated Delivery Date:

Make/Model/Year of Used vehicle:

Odometer reading

Does this vehicle have a clean title? Yes No



Modern Chevrolet

Randy Andrews | 336-722-4191 | randrews@modernauto.com

Modern Chevrolet

Dealership Information

Quote Prepared for:

Rowan County
130 West Innes Street
Salisbury, NC 28144
704-216-8174

Prepared By:

Randy Andrews
Modern Chevrolet
336-722-4191
randrews@modernauto.com

DRAFT

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Data Version: 15756. Data Updated: Feb 8, 2022 12:47:00 AM PST.



Modern Chevrolet

Randy Andrews | 336-722-4191 | randrews@modernauto.com

Vehicle: [Retail] 2022 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (☒ Complete)

Quote Worksheet

	MSRP
Base Price	\$46,300.00
Dest Charge	\$1,695.00
Total Options	\$2,505.00
Subtotal	\$50,500.00
NC/Modern Gov Discount	(\$4,700.00)
Subtotal Pre-Tax Adjustments	(\$4,700.00)
Less Customer Discount	\$0.00
Subtotal Discount	\$0.00
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$45,800.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$45,800.00

Dealer Signature / Date

Customer Signature / Date

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Vehicle: [Retail] 2022 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL
CK20743	2022 Chevrolet Silverado 2500HD 4WD Crew Cab 159" Custom

COLORS

CODE	DESCRIPTION
GAZ	Summit White

OPTIONS

(† Denotes a Custom Equipment Option)

CODE	DESCRIPTION
NE1	Emissions, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements
NC7	Emissions override, Federal (for vehicles ordered by dealers in Federal emission states with (YF5) or (NE1) emissions - Not required for vehicles being shipped to California, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont or Washington) (Requires (YF5) California state emissions requirements or (NE1) Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont or Washington state emissions requirements.)
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)
MYD	Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)
JGF	GVWR, 10,650 lbs. (4831 kg) (Included and only available with CK20743 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels or CK20943 and (L8T) 6.6L V8 gas engine with 17" wheels.)
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)
1CX	Custom Preferred Equipment Group includes standard equipment
GAZ	Summit White
AE7	Seats, front 40/20/40 split-bench with upper covered armrest storage with fixed lumbar (STD)
H1T	Jet Black, Cloth seat trim
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)
—	Option/package discount (Requires (PDX) Custom Value Package.) *DISCOUNT*
PDX	Custom Value Package includes (PCX) Custom Convenience Package, (ZLA) Infotainment Package, (DWI) outside power-adjustable vertical trailering mirrors with heated and auto-dimming upper glass, lower convex spotter mirrors, turn signal indicators, puddle lamps, perimeter lighting and power folding/manual extending and (DD8) auto-dimming rearview mirror *GROSS*

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Modern Chevrolet

Randy Andrews | 336-722-4191 | randrews@modernauto.com

Vehicle: [Retail] 2022 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

OPTIONS

(† Denotes a Custom Equipment Option)

CODE	DESCRIPTION
PCX	Custom Convenience Package includes (BTV) Remote Start, (C49) rear-window defogger, (UF2) bed LED cargo area lighting, (QT5) EZ Lift power lock and release tailgate and (JL1) Trailer brake controller (Included with (PDX) Custom Value Package.)
ZLA	Infotainment Package includes (U2K) SiriusXM Radio and (UE1) OnStar (Included with (PDX) Custom Value Package.)
KW5	Alternator, 220 amps (Included with (L5P) Duramax 6.6L Turbo-Diesel V8 engine or (VYU) Snow Plow Prep/Camper Package. Free flow on (L8T) 6.6L V8 gas engine.)
JL1	Trailer brake controller, integrated (Included and only available with (PCX) Custom Convenience Package, (PDX) Custom Value package or (CMT) Gooseneck/5th Wheel Package.)
UF2	LED Cargo Area Lighting located in pickup bed, activated with switch on center switch bank or key fob (Included with (PCX) Custom Convenience Package.)
DWI	Mirrors, outside power-adjustable vertical trailing with heated and auto-dimming upper glass lower convex mirrors, turn signal indicators, puddle lamps, perimeter lighting, auxiliary lighting, power folding/manual extending (extends 3.31" [84.25mm]) (Requires (PCX) Custom Convenience Package. Included with (PDX) Custom Value Package. Includes (DD8) auto-dimming rearview mirror. (DD8) auto-dimming mirror will be upgraded to (DRC) Partial video display rearview mirror when (UVO) Bed View Camera is ordered.)
VK3	License plate kit, front (will be shipped to orders with ship-to states that require front license plate)
QT5	Tailgate, gate function manual with EZ Lift includes power lock and release (Included and only available with (PCX) Custom Convenience Package.)
U2K	SiriusXM Radio enjoy a Platinum Plan trial subscription with over 150 channels including commercial-free music, plus sports, news and entertainment. Plus listening on the SiriusXM app, online and at home on compatible connected devices is included, so you'll hear the best SiriusXM has to offer, anywhere life takes you. Welcome to the world of SiriusXM. (Included and only available with (ZLA) Infotainment Package. IMPORTANT: The SiriusXM radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. See the SiriusXM Customer Agreement at www.siriusxm.com for complete terms and how to cancel. All fees, content, features, and availability are subject to change.)
VV4	Wi-Fi Hotspot capable (Included and only available with (UE1) OnStar. Terms and limitations apply. See onstar.com or dealer for details.)
—	Compass located in instrument cluster (Included and only available with (UE1) OnStar.)
9L7	Upfitter switch kit, (5) Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories. Kit with all required parts will be shipped loose with the truck for installation by the dealer or upfitter at customer expense. Installation instructions and technical assistance available at www.gmupfitter.com
BTV	Remote vehicle starter system (Included and only available with (PCX) Custom Convenience Package.)
KI4	Power outlet, instrument panel, 120-volt (400 watts shared with (KC9) bed mounted power outlet) (Requires (PCX) Custom Convenience Package.)
KC9	Power outlet, bed mounted, 120-volt (400 watts shared with (KI4) instrument panel mounted power outlet) (Included and only available with (KI4) Power outlet.)

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Data Version: 15756. Data Updated: Feb 8, 2022 12:47:00 AM PST.



Modern Chevrolet

Randy Andrews | 336-722-4191 | randrews@modernauto.com

Vehicle: [Retail] 2022 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

OPTIONS

(† Denotes a Custom Equipment Option)

CODE	DESCRIPTION
C49	Defogger, rear-window electric (Included and only available with (PCX) Custom Convenience Package.)
DD8	Mirror, inside rearview auto-dimming (Included and only available with (DWI) trailer mirrors. Not included when (UVO) Bed View Camera is ordered and is replaced by (DRC) Partial video display rearview mirror.)
UE1	OnStar and Chevrolet connected services capable (Included and only available with (ZLA) Infotainment Package. Terms and limitations apply. See onstar.com or dealer for details.) (Terms and limitations apply. See onstar.com or dealer for details.)
—	Chevrolet Connected Access capable (Included and only available with (UE1) OnStar. Subject to terms. See onstar.com or dealer for details.)
Liners†	Front and Rear Floor Liners†

Options Total

Standard Equipment

Package

Trailer Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance

Mechanical

Durabed, pickup bed

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)

Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)

GVWR, 10,650 lbs. (4831 kg) (Included and only available with CK20743 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels or CK20943 and (L8T) 6.6L V8 gas engine with 17" wheels.)

Air filter, heavy-duty

Air filtration monitoring

Transfer case, two-speed electronic shift with push button controls (Requires 4WD models.)

Auto-locking rear differential

Four wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)

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Vehicle: [Retail] 2022 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

Mechanical

Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section
Recovery hooks, front, frame-mounted, Black (Not available with (VLQ) Chrome recovery hooks.)
Suspension Package
Steering, Recirculating Ball with smart flow power steering system
Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
Brake lining wear indicator
Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine.)

Exterior

Wheels, 20" (50.8 cm) machined aluminum with Graze Metallic painted accents, 10-spoke
Tires, LT275/65R20 all-terrain, blackwall
Tire, spare LT275/70R18 all-terrain, blackwall
Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door
Bumper, front (High gloss Black.)
Bumper, rear (High gloss Black.)
CornerStep, rear bumper
BedStep, Black integrated on forward portion of bed on driver and passenger side
Moldings, beltline, Black
Cargo tie downs (12), fixed rated at 500 lbs per corner
Grille (Front grille bar with "CHEVROLET" painted body color. Includes body color surround and Black mesh inserts with small Gold bowtie emblem.)
Headlamps, halogen reflector with halogen Daytime Running Lamps
Taillamps with incandescent tail, stop and reverse lights
Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel
Mirrors, outside power-adjustable vertical trailing with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm])
Mirror caps, Black
Glass, deep-tinted
Tailgate, standard
Tailgate and bed rail protection cap, top
Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (PCX) Custom Convenience Package is ordered.)

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Vehicle: [Retail] 2022 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

Exterior

Tailgate, gate function manual, no EZ Lift

Door handles, Black grained

Entertainment

Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)

Audio system feature, 6-speaker system

Bluetooth for phone connectivity to vehicle infotainment system

Interior

Seats, front 40/20/40 split-bench with upper covered armrest storage with fixed lumbar (STD)

Cloth seat trim

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor)

Floor covering, color-keyed carpeting

Floor mats, rubberized vinyl, front (Deleted when LPO floor liners are ordered.)

Floor mats, rubberized-vinyl rear (Deleted when LPO floor liners are ordered.)

Steering wheel, urethane

Steering column, Tilt-Wheel, manual with wheel locking security feature

Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display located in radio display

Rear Seat Reminder

Window, power front, drivers express up/down

Window, power front, passenger express down

Windows, power rear, express down

Door locks, power

Remote Keyless Entry with 2 transmitters

Cruise control, electronic with set and resume speed, steering wheel-mounted

USB ports, 2 (first row) located on instrument panel

Power outlet, front auxiliary, 12-volt

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Modern Chevrolet

Randy Andrews | 336-722-4191 | randrews@modernauto.com

Vehicle: [Retail] 2022 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

Interior

Air conditioning, single-zone
Air vents, rear, heating/cooling
Mirror, inside rearview, manual tilt
Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

Safety-Mechanical

StabiliTrak stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Rear Vision Camera

Hitch Guidance dynamic single line to aid in trailer alignment for hitching

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

Processing-Other

Trailer Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering

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Modern Chevrolet

Randy Andrews | 336-722-4191 | randrews@modernauto.com

Vehicle: [Retail] 2022 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

WARRANTY

Warranty Note: <<< Preliminary 2022 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

DRAFT

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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: NEWS Plumbing Replacement Program Agreement with Hazen

Date: February 21, 2022

Hazen has provided a Scope of Work for full project management of the NEWS Plumbing Replacement Program for the replacement of residential water plumbing at homes with elevated lead levels in tap samples. This scope of work proposes to complete this project by hiring prequalified plumbing contractors, allowing the county to complete this project in a timely manner. By changing out the plumbing of all homes with elevated levels, the County would virtually eliminate the potential for Lead and Copper exposure amongst the customers, as well as any potential for non-compliance for all homes testing 10ppb or higher for lead.

Attached are the Proposed Contract and Scope of Work form Hazen

Recommendation: Authorize County Manager to sign the proposed Scope of Work by Hazen and enter into the contract at an amount not to exceed \$95,000 utilizing funds from account: 6557510-590021.



Hazen and Sawyer
620 Green Valley Road, Suite 101
Greensboro, NC 27408 • 336.312.2326

February 18, 2022

Aaron Church
County Manager
Rowan County
130 W Innes Street
Salisbury, NC 28144

Re: Scope of Services Support the County in the Program for Replacement of Residential Plumbing

Dear Mr. Church:

Hazen and Sawyer is pleased to submit this scope of engineering services to assist Rowan County in selecting qualified plumbing contractors to replace the plumbing in private homes in the Northeast Rowan County Water System. Our approach to providing these services can be found below.

Background

The Northeast Rowan County Water System (NEWS) is owned by Rowan County, which purchases water as a consecutive system, from Salisbury-Rowan Utilities (SRU) to serve a population of 471. Buildings in the NEWS were historically supplied by private groundwater wells until the County began distributing water to customers in the area in 2018. Expanding the public water system to this area triggered requirements for lead and copper tap sampling in accordance with the Lead and Copper Rule (LCR). The first monitoring period occurred between July and December 2018, and the results of tap sampling at 10 homes showed an exceedance of the lead Action Level of 15 parts per billion (ppb) at the 90th percentile. Additionally, each period through the end of 2020 also exceeded the Action Level.

Following the Action Level exceedance, NCDEQ issued a designation for corrosion control treatment for the NEWS on June 12, 2019. On February 5, 2020, NCDEQ modified its treatment designation for NEWS to include the following requirements:

- Maintain a pH range of 7.2 to 7.8 at the POE and within the distribution system; and
- Add orthophosphate to maintain a residual of 1.0 mg/L to 3.0 mg/L as PO₄ in the distribution system

According to the LCR, the County was required to provide corrosion control treatment by June 12, 2021.

To identify the recommended corrosion control treatment, Hazen assisted the County in conducting a corrosion control evaluation that included targeted field sampling, plumbing assessments, a system-wide voluntary sampling program, bench-scale corrosion control testing, and water quality data analysis. The County took proactive steps to protect the users of the NEWS system by distributing point-of-use filters to all customers and educated the citizens on ways to minimize lead exposure.

As a result, the following conclusions were issued by Hazen in a final report.

- The primary source of lead release is copper pipe with leaded solder in private building plumbing within the NEWS system.
- In the systemwide voluntary sampling program conducted by the County, the majority of sampled sites in NEWS have lead levels below the Action Level, and elevated lead levels were detected in a minority of sampling sites. Including historical compliance and voluntary sampling results, a total of 9 homes in NEWS with lead concentrations above 15 ppb have been detected out of 116 sites tested, and two additional homes were identified above the 10 ppb level.
- NEWS receives water with variable pH and orthophosphate levels that are often within the optimal ranges according to USEPA corrosion control guidance. The naturally low alkalinity of the source water likely contributes to pH variability in the distribution system.
- In bench-scale tests, treated surface water with the blended phosphate corrosion inhibitor resulted in higher lead release from lead solder than the private groundwater source. By contrast, treated surface water resulted in lower lead release from brass and lower copper release than groundwater in bench-scale tests.
- Zinc orthophosphate decreased lead release from leaded solder in bench-scale tests compared to the blended phosphate corrosion inhibitor.

Based on these conclusions, Hazen recommended that SRU gradually transition their corrosion inhibitor to zinc orthophosphate and maintain a minimum concentration of 1.0 mg/L as PO₄ to meet the NCDEQ treatment designation and adjust the finished water pH to maintain an approximate 7.4 level at the NEWS point of entry. These changes were implemented by SRU to meet the June 12, 2021 compliance deadline.

Additionally, the Chemical Booster Pump Station at the NEWS point of entry was recommended to ensure the minimum designated orthophosphate concentration is maintained and pH range is met.

As a secondary strategy, the County is also considering replacement of residential water plumbing at homes with elevated lead levels in tap samples and proposes to complete this project by hiring prequalified plumbing contractors, allowing the county to complete this project in a timely manner. By changing out the plumbing of all homes with elevated levels, the County would virtually eliminate the potential for Lead and Copper exposure amongst the customers, as well as any potential for non-compliance.

Scope of Services

Task 1. Identification and Initial Contact

Hazen will contact the properties identified in the previous sampling programs to notify them of the County's intent to offer replacement of the water system plumbing in their homes. In addition, Hazen will coordinate with the County to contact the remaining homes yet to be sampled to define the County's intent to replace problem plumbing in homes to solicit a voluntary sample of their water. Should a home meet the criteria identified by the County for replacement, such as 10 ppb, the home will be added to the list of the potential locations to be included in the plumbing replacement program.

Task 2. Initial Site Visits, Prioritization, and Risk Mitigation Strategies

Initial Site Visit: Hazen will visit with the property owners onsite to complete the following tasks:

- Survey of the property to positively identify the source of the lead (pipe, solder, fixture, etc.)
- Educate the property owner on the risk of lead sources in the home by providing an educational flyer or brochure and solicit approval for the County to consider plumbing replacement.
- High level overview to assess the condition of the water supply plumbing, accessibility for replacement, and initial assessment of risk in performing the work.

Prioritization: Hazen will use factors such as lead concentration, accessibility, current condition of plumbing and other information gathered in previous tasks to prioritize the candidates for replacement when preparing the bid packages for the contractors.

Risk Mitigation Strategies: Hazen will work with the County Attorney, the Building Inspections group and other County representatives in a workshop to consider and plan for the inherent risk assumed by the County when completing projects on private property. Hazen cannot provide legal advice to this team, but we will work with the County to coordinate this activity and facilitate discussion based on our previous experience in similar projects.

Project Procurement Format: Work with the County to develop the project manual and procurement format. To meet Uniform Guidance to be eligible for funding, the project must be a fixed price, such as a unit price, not to exceed contract. Unit Prices may be preferred so unexpected changes in conditions on private property can be addressed quickly by the contractor to minimize impacts to the local residents.

Task 3. Prequalification of Plumbers

Hazen will prepare a Request for Qualifications (RFQ) from local residential plumbers to complete a pre-qualification task for bidding on the proposed replacements. Hazen will prepare scoring sheets for the County and review these packages once submitted, providing the assessments to the County for final selection and approval by the Board. Prequalification packages will be assembled per the regulations in the North Carolina procurement laws.

We suggest hosting a pre-qualification meeting with local contractors to describe the project and the intentions of the County so that local contractors in the community are familiar with the project team and the goals of the project.

Task 4. Coordinate Pre-Bid Site Visits

Hazen will coordinate pre-bid site visits with the prequalified contractors at the properties meeting the criteria eligible for replacement to allow the contractors to assess the property and provide their costs for replacement.

Task 5. Bid Package Preparation

Hazen proposes to provide bid packages for each location with the following information at a minimum:

- Address of the home
- Approximate square footage
- Number of bathrooms, fixtures, hose bibbs, etc.
- Description of existing piping material, condition, and accessibility (crawl space or slab, wall and finish, type of structure, etc.)
- Approved list of acceptable replacement materials
- Identification of applicable residential plumbing codes
- Preparation of the bid form to provide equitable comparison between cost proposals for contractors.

Hazen will exclude not certify nor sign or seal the designs required for this project. Residential plumbing is not our expertise and is not industry standard for this type of work.

Task 6. Contract Execution

Assist as needed with contract execution between the County and the contractors.

Task 7. Construction Coordination and Administration

Hazen will assist the County in the following:

- Approval of contractor payment applications
- Visit with property owners and the plumbing contractor to complete the final walk through and receive sign-off from the homeowner.

- Work with the County's permitting and inspections group to confirm work was completed to applicable codes
- Contract Closeout Procedures

Task 8. Sampling Support after Replacement

Once the plumbing replacement is complete, Hazen will coordinate Lead and Copper sampling events at these locations to be completed by Salisbury-Rowan Utilities or through a local lab, at additional cost to the County, to confirm plumbing replacement is effective and meets the requirements of the State. All costs for sampling activities will be invoiced to the County as a reimbursable expense with no markup.

Exclusions

Hazen excludes the following items from this scope:

- Certification of any design in the residential plumbing, permitting, installation, inspections and warranty to the work performed by the contractor, for the individual plumbing replacement design in homes.

For these tasks, compensation to Hazen and Sawyer shall not exceed \$95,000 without prior authorization from Rowan County.

Table 1: Hourly Rates

Billing at the following hourly rates:

\$265.00 per hour for Vice Presidents
\$214.00 per hour for Associate Vice Presidents
\$209.00 per hour for Senior Associates
\$178.00 per hour for Associates
\$148.00 per hour for Senior Principal Engineers and Senior Field Coordinators
\$133.00 per hour for Principal Engineers
\$118.00 per hour for Assistant Engineers
\$75.00 per hour for Administrators, Technical Editor or Intern

Table 2: Estimated Hours and Fees

Task	Description	Fee
1	Identification and Initial Contact	\$10,000
2	Initial Site Visits, Prioritization, and Risk Mitigation Strategies	\$15,000
3	Prequalification of Plumbers	\$15,000
4	Coordinate Pre-Bid Site Visits	\$15,000
5	Bid Package Preparation	\$10,000
6	Contract Execution	\$20,000
7	Construction Coordination and Administration	
8	Sampling Support after Replacement	\$5,000
<i>Other Direct Costs (Mileage, lab costs, etc.)</i>		\$5,000
Totals		\$95,000

The amounts included in Table 2 for individual tasks are to provide details for our estimate, however, we reserve the right to adjust the individual task budgets as necessary to complete the project, such that the entire project shall not exceed the proposed total.

We appreciate the opportunity to serve Rowan County. Please do not hesitate to call me if you have any questions regarding this proposal for the scope of work.

Sincerely,

Aaron D. Babson, PE
Senior Associate

cc:

Accepted by: _____
(Signature)

Date: _____

**AGREEMENT
FOR PROFESSIONAL SERVICES**

Between

Rowan County

And

Hazen and Sawyer

FOR

**Agreement for the Northeast
Rowan County Water System
Plumbing Replacement
Contract Manager**

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OWNER: [Rowan County, North Carolina]

PROJECT: [Northeast Rowan County Water System Program for Replacement of Residential Plumbing]

**AGREEMENT BETWEEN Rowan County, North Carolina AND Hazen
and Sawyer FOR PROFESSIONAL SERVICES**

This Agreement, dated the _____ day of _____, 20____ is made and entered into between

Rowan County (Owner, hereinafter "**OWNER**")

130 W Innes Street,
Salisbury, NC 28144

and

Hazen and Sawyer (hereinafter "**ENGINEER**")

620 Green Valley Rd, Suite 101
Greensboro, NC 27408.

WHEREAS, **OWNER's** Project, of which **ENGINEER's** services under this Agreement are a part, is generally identified as follows:

Coordination and planning for the replacement of private plumbing within the NEWS system, see attached scope of services proposal (hereinafter "**PROJECT**"); and

WHEREAS, **OWNER** requests **ENGINEER's** services in connection with the **PROJECT**;

NOW THEREFORE, in consideration of the mutual promises herein contained, **OWNER** and **ENGINEER** agree as follows:

Art. 1 THE AGREEMENT DOCUMENTS

- 1.1 Included Documents. The Agreement consists of: (1) this Agreement, including Schedule A, Scope of Services, and Schedule B, Compensation, attached hereto.
- 1.2 Entire Agreement. The Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.
- 1.3 Modification. **Unless otherwise provided for herein**, no amendments, changes, alterations, or modifications of this Agreement shall be effective unless in writing and executed by **OWNER** and **ENGINEER**.

Art. 2. SCOPE OF SERVICES AND DIVISION OF RESPONSIBILITIES

2.1 OWNER Responsibilities. In addition to other responsibilities of **OWNER** as set forth in this Agreement, **OWNER** must designate its representative to fulfill the following responsibilities, at its expense, which **ENGINEER** shall rely upon:

- a) Provide **ENGINEER** with all criteria and full information as to **OWNER's** requirements for the **PROJECT**, including design objectives and constraints, flexibility, expandability, capacity and performance requirements, budgetary limitations, operating and testing data, as-built drawings, and previous reports if any. Provide **ENGINEER** with copies of all design and construction standards that **OWNER** will require to be included in the Drawings and Specifications, and provide copies of **OWNER's** standard forms, conditions, and related documents for **ENGINEER** to include in the bid documents, when applicable.
- b) Provide to **ENGINEER** any other available information pertinent to the **PROJECT** including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- c) Following **ENGINEER's** assessment of initially-available **PROJECT** data and upon **ENGINEER's** request, provide or make available such additional **PROJECT** related information and data as is reasonably required to enable **ENGINEER** to complete its services. Such additional information or data includes the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the **PROJECT**, the Site, and adjacent areas.
 6. Data or consultations as required for the **PROJECT** but not otherwise identified in the Agreement or the Exhibits thereto.
- d) Provide prompt written notice to **ENGINEER** whenever **OWNER** observes or otherwise becomes aware of the presence at the Site of any environmental concern, or of any other development that affects the scope or time of performance of **ENGINEER** services, or any defect or nonconformance in **ENGINEER** services, the Work, or in the performance of any contractor.
- e) Arrange safe access to and make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform services

under the Agreement.

- f) Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the **PROJECT** designed or specified by **ENGINEER** and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the **PROJECT**.

Art. 3. NOTICE TO COMMENCE WORK AND DURATION OF AGREEMENT

- 3.1 Commencement. **ENGINEER** is authorized to begin rendering services as of the effective date and issuance of Notice-to-Proceed and will terminate either:
(1) upon the satisfactory completion of **ENGINEER's** scope of services set forth in Schedule A; (2) on the date specified in Schedule B, if such date is specified, as applicable; or (3) as otherwise terminated under this Agreement.
- 3.2 Time for Completion. **ENGINEER** shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Schedules A and/or B. If, through no fault of **ENGINEER**, such periods of time or dates are changed, or the orderly and continuous progress of **ENGINEER's** services is impaired, or **ENGINEER's** services are delayed or suspended, then the time for completion of **ENGINEER's** services, and the rates and amounts of **ENGINEER's** compensation, shall be adjusted equitably. If **OWNER** authorizes changes in the scope, extent, or character of the **PROJECT**, then the time for completion of **ENGINEER's** services, and the rates and amounts of **ENGINEER's** compensation, shall be adjusted equitably. **OWNER** shall make decisions and carry out its other responsibilities in a timely manner so as not to delay **ENGINEER's** performance of its services.

Art. 4. PAYMENT AND BILLING

- 4.1 Payment Amount(s). As compensation for the services to be performed by **ENGINEER**, **OWNER** shall pay **ENGINEER** the amount(s) set forth in Schedule B, attached hereto. The method of compensation shall be set forth in Schedule B. **OWNER** agrees only to be liable for payment to **ENGINEER** for **ENGINEER's** proper performance of services, as provided for in Schedule B.
- 4.2 Invoicing and Documentation. **ENGINEER** shall keep accurate back-up documentation of the time expended in executing its scope of work. Payment for services performed by **ENGINEER** shall be based upon **ENGINEER's** satisfactory completion of services as properly invoiced and documented by **ENGINEER**. **ENGINEER's** invoices and documentation shall be subject to verification by **OWNER** prior to payment. Invoices submitted by **ENGINEER**, at a minimum, shall:
 - a) accurately describe the services rendered during the invoice period;
 - b) identify any other authorized expenses incurred hereunder; and
 - c) make reference to this Agreement, and otherwise identify the invoice in such manner as **OWNER** may reasonably require.

All invoices and billing documentation shall be sent to **OWNER** at the following address:

Rowan County Attention: Aaron Church, County Manager
130 W Innes Street Salisbury, NC 28144

- 4.3 Failure to Pay. If **OWNER** fails to make any payment due to **ENGINEER** for services and expenses within 30 days after receipt of **ENGINEER's** invoice, then:
- a) amounts due to **ENGINEER** will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from the thirtieth day; and
 - b) **ENGINEER** may, after giving seven days written notice to **OWNER**, suspend services under this Agreement until **OWNER** has paid in full all amounts due for services, expenses, and other related charges. **OWNER** waives any and all claims against **ENGINEER** for any such suspension.
- 4.4 Disputed Invoices. If **OWNER** contests an invoice, **OWNER** shall promptly advise **ENGINEER** of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- 4.5 Legislative Actions. If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on **ENGINEER's** services or compensation under this Agreement, then **ENGINEER** may invoice such new taxes, fees, or charges as a reimbursable expense. **OWNER** shall reimburse **ENGINEER** for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which **ENGINEER** is entitled under the terms of Schedule B.
- 4.6 Opinions of Probable Construction Cost. **ENGINEER's** opinions of probable construction cost are to be made on the basis of **ENGINEER's** experience and qualifications and represent **ENGINEER's** best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because **ENGINEER** has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, **ENGINEER** cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction costs prepared by **ENGINEER**. If **OWNER** requires greater assurance as to probable construction cost, **OWNER** must employ an independent cost estimator.
- 4.7 Opinions of Total Project Costs. The services, if any, of **ENGINEER** with respect to total project costs shall be limited to assisting the **OWNER** in collating the various cost categories which comprise total project costs. **ENGINEER** assumes no responsibility for the accuracy of any opinions of total project costs.

Art. 5. DATA AND INFORMATION

- 5.1 All documents are instruments of services in respect to this **PROJECT** and **ENGINEER** shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of **ENGINEER**) whether or not the **PROJECT** is completed. **OWNER** shall not rely in any way on any document unless it is in printed form, signed or sealed by **ENGINEER** or one of its consultants.
- 5.2 **OWNER** may make and retain copies of documents for information and reference in connection with use on the **PROJECT** by **OWNER**. **ENGINEER** grants **OWNER** a limited license to use the documents on the **PROJECT**, extensions of the **PROJECT**, and for related uses of the **OWNER**, subject to receipt by **ENGINEER** of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) **OWNER** acknowledges that such documents are not intended or represented to be suitable for use on the **PROJECT** unless completed by **ENGINEER**, or for use or reuse by **OWNER** or others on extensions of the **PROJECT**, on any other project, or for any other use or purpose, without written verification or adaptation by **ENGINEER**; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by **ENGINEER**, as appropriate for the specific purpose intended, will be at **OWNER's** sole risk and without liability or legal exposure to **ENGINEER** or to its officers, directors, members, partners, agents, employees, and consultants; (3) **OWNER** shall indemnify and hold harmless **ENGINEER** and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by **ENGINEER**; and (4) such limited license to **OWNER** shall not create any rights in third parties.
- 5.3 If **ENGINEER** at **OWNER's** request verifies the suitability of the documents, completes them, or adapts them for extensions of the **PROJECT** or for any other purpose, then **OWNER** shall compensate **ENGINEER** at rates or in an amount to be agreed upon by **OWNER** and **ENGINEER**.

Art. 6. SUBCONTRACTING

Performance of this Agreement shall not be subcontracted in whole or in part without the consent of **OWNER** which shall not be unreasonably withheld. In the event **OWNER** consents to such subcontract, **ENGINEER** shall remain bound by the terms of this Agreement until the satisfactory completion of all work hereunder or the termination or expiration hereof, whichever shall first occur. **ENGINEER** may employ consultants as **ENGINEER** deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by **OWNER**.

Art. 7. CONFLICTS OF INTEREST

- 7.1 Neither **ENGINEER** nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with **ENGINEER's** loyal and conscientious exercise

of judgment related to its performance under this Agreement.

- 7.2 **ENGINEER** agrees that none of its officers or employees shall, during the duration of this Agreement, serve as an expert witness against **OWNER** in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of **OWNER** for the work performed under this Agreement or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.
- 7.3 In the event **ENGINEER** is permitted to utilize subcontractors to perform any services required by this Agreement, **ENGINEER** agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this Article 7.

Art. 8. **SUSPENSION OF SERVICES**

- 8.1 By OWNER. **OWNER** may suspend, delay, or interrupt the **PROJECT** for up to 60 days upon 7 days written notice to **ENGINEER**. The written notice must be in advance of the effective time and date of suspension and will fix the date on which performance of such services will be resumed. **ENGINEER** shall be entitled to an adjustment in compensation, an extension of time, or both, directly attributable to any such suspension, to the extent that such suspension was not due to any fault of **ENGINEER**.
- 8.2 By ENGINEER. **ENGINEER** may suspend, delay, or interrupt its services, or any portion thereof, for a period of 60 days upon 7 days written notice to **OWNER** for nonpayment.

Art. 9. **TERMINATION**

- 9.1 Termination for Cause by Either Party. Either party may terminate this Agreement at any time for cause by giving the other party **seven days** written notice if the other party fails to perform its obligations under this Agreement and fails to cure within such **seven day** period.
- 9.2 Termination for Cause by ENGINEER. Upon seven days written notice if **OWNER** demands that **ENGINEER** furnish or perform services contrary to **ENGINEER**' responsibilities as a licensed professional; or upon seven days written notice if **ENGINEER**'s services for the **PROJECT** are delayed or suspended for more than 60 days for reasons beyond **ENGINEER**'s control, **ENGINEER** may terminate this Agreement. **ENGINEER** shall have no liability to **OWNER** on account of such termination.
- 9.3 Termination for Convenience. **OWNER** may terminate this Agreement at any time with or without cause upon at least **fourteen days** written notice to **ENGINEER**. In the event of such a termination for convenience, **ENGINEER** will be paid for that portion of the work satisfactorily completed prior to termination.

- 9.4 Payments Upon Termination. In the event of any termination, **ENGINEER** will be entitled to invoice **OWNER** and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. In the event of termination by **OWNER** for convenience or by **ENGINEER** for cause, **ENGINEER** shall be entitled, in addition to invoice **OWNER** and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with **ENGINEER's** subcontractors or consultants, and other related close-out costs.

Art. 10. CHANGES IN THE SERVICES

- 10.1 Written Change Order. **OWNER** may, by written order to **ENGINEER**, request additional services, issue revisions or direct the omission of services within the general scope of this Agreement. Any additional services shall be performed upon execution of an applicable change order regarding compensation and extensions of time. No changes will be made absent specific written direction and agreement for payment.
- 10.2 Equitable Adjustment. If such changes cause an increase or decrease in **ENGINEER's** cost of, or time required for, performance of any services under this Agreement, an equitable adjustment may be made in price and/or time of performance, provided that any claim for an adjustment must be made in strict accordance with the terms of this Agreement. **ENGINEER** shall submit such claim in writing within **30 days** of receipt of said written order.

Art. 11. NOTICES

All notices or orders provided for in this Agreement shall be in writing, addressed to the appropriate party at the address which appears below (or as modified in writing by such party) and given personally, by United States mail (return receipt requested), or by a courier service. All notices shall be effective upon the date of receipt.

OWNER if mailed by certified or registered mail, postage prepaid to:

Rowan County
Attention: Aaron Church
130 W Innes Street
Salisbury, NC 28144;

or

ENGINEER if mailed by certified or registered mail, postage prepaid to:

Hazen and Sawyer
Attention: Aaron Babson, PE
620 Green Valley Road, Suite 101
Greensboro, NC 27408.

Art. 12. CLAIMS AND DISPUTES

- 12.1 Applicable Law. This Agreement shall be interpreted and construed in accordance with the laws of the state of North Carolina. Claims, disputes and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the court of competent jurisdiction in Rowan County.
- 12.2 Dispute Resolution Procedure. **OWNER** and **ENGINEER** each hereby waives any rights it may have to a trial by jury of any such litigation. Further, any such claims or disputes and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the courts of the state in which the **PROJECT** is located.
- 12.3 Neither **OWNER** nor **ENGINEER** shall be liable to the other for any special, incidental, indirect or consequential damages whatsoever arising out of or relating in any way to this Agreement.

Art. 13. INSURANCE

- 13.1 ENGINEER Coverage. **ENGINEER** shall procure and maintain insurance as set forth below. **ENGINEER** shall cause **OWNER** to be listed as an additional insured on any applicable general liability insurance policy carried by **ENGINEER**.
- 13.2. Minimum Coverage of ENGINEER. **ENGINEER** shall maintain at a minimum the following insurance policies and coverage with carriers authorized to cover risks and licensed to underwrite policies and have an A.M. Best's rating of A-VII or higher:
- (a) Worker's Compensation & Disability Insurance as required by all applicable state and federal laws.
 - (b) Employer's Liability with limits of **\$500,000** each accident, **\$500,000** Disease (each employee) and **\$500,000** Disease (policy limit).
 - (c) Comprehensive General Liability with minimum limits of **\$1,000,000** per occurrence and **\$1,000,000** in the aggregate.
 - (d) Professional Liability with limits of not less than **\$1,000,000**, per claim and **\$1,000,000** in the aggregate, insuring the professional liability of **ENGINEER**.
 - (e) Business Auto Insurance for all owned, hired, non-owned and Employers' non-ownership vehicles with minimum limits of **\$1,000,000** combined single limit.
 - (f) Other Insurance Coverage Requirements:

- 13.3 Certificates of Insurance. **ENGINEER** shall deliver to **OWNER** certificates of insurance evidencing the coverages indicated in Sections 13.1 and 13.2 above.

Such certificates shall be furnished prior to commencement of **ENGINEER's** services and at renewals thereafter during the life of the Agreement.

- 13.4 At any time, **OWNER** may request that **ENGINEER** or its consultants, at **OWNER's** sole expense, provide additional insurance coverage, increased limits, or revised deductibles.
- 13.5 Cancellation, Renewal or Modification. Should coverage afforded under any policy be canceled, non-renewed, materially changed (materially changed defined as a reduction in the policy limit by endorsement during the policy period), or allowed to expire, **ENGINEER** shall provide **OWNER** with at least 30 days prior written notice or, in the event of non-payment, ten days prior written notice.
- 13.6 Failure to Maintain Insurance. In the event **ENGINEER** fails to maintain any of the insurance required under this Agreement, it shall constitute a material breach of this Agreement.

Art. 14. INDEMNIFICATION

- 14.1 Indemnification by ENGINEER. To the fullest extent permitted by law, **ENGINEER** shall indemnify and hold harmless **OWNER**, and its officers and employees from and against claims, damages, losses and expenses of any nature or kind including, but not limited to, reasonable attorneys' fees, arising out of, resulting from or relating in any way to negligence, recklessness, intentionally wrongful conduct or breach of contract of **ENGINEER**, its subcontractors, anyone directly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article 14.
- 14.2 Indemnification by OWNER. **OWNER** shall indemnify and hold harmless **ENGINEER** and its shareholders, directors, officers, agents and employees from and against claims, damages, losses and expenses of any nature or kind including, but not limited to, attorneys' fees, arising out of, resulting from or relating in any way to negligence, recklessness, intentionally wrongful conduct or breach of contract of **OWNER**, its subcontractors, anyone directly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article 14.
- 14.3 Environmental Indemnification. To the fullest extent permitted by law, **OWNER** shall indemnify and hold harmless **ENGINEER**, and its shareholders, directors, officers, agents and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of **ENGINEER**, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from an environmental concern at, on, or under the site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to the injury or to destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate **OWNER** to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- 14.4 Mutual Waiver. To the fullest extent permitted by law, **OWNER** and **ENGINEER** waive against each other, and the other's shareholders, directors, officers, agents and employees, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the **PROJECT**.
- 14.5 This Article 14, Indemnification, shall survive the termination of this Agreement.
- 14.6 Both parties acknowledge and agree that the foregoing obligations are specific considerations for this Agreement and without such duties and obligations neither party would enter this Agreement.

Art. 15. PERFORMANCE STANDARDS

- 15.1 Standard of Care. **ENGINEER** shall perform all professional services with the care and skill ordinarily exercised by members of the same profession currently practicing in the United States, on projects of similar size and complexity at the time the services are performed. **ENGINEER** makes no warranties, express or implied, under this Agreement or otherwise, in connection with **ENGINEER's** services.
- 15.2 Reliance on Others. Subject to the standard of care set forth in Article 15, **ENGINEER** and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- 15.3 **ENGINEER** shall not be required to sign any documents, no matter by whom requested, that would result in **ENGINEER** having to certify, guarantee, or warrant the existence of conditions whose existence **ENGINEER** cannot ascertain. **OWNER** agrees not to make resolution of any dispute with **ENGINEER** or payment of any amount due to **ENGINEER** in any way contingent upon **ENGINEER** signing any such documents.
- 15.4 During construction, **ENGINEER** neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents.
- 15.5 During construction, **ENGINEER** shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- 15.6 During construction, **ENGINEER** shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other person (except **ENGINEER**; own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification of the contract documents, other than those made by **ENGINEER**.

Art. 16. RECORDS

- 16.1 If the services to be performed hereunder relate to a state or federal government contract, the Comptroller General of the United States and the department or agency of the government having cognizance over this Agreement, and any of their duly authorized representatives, shall have access to and the right to examine any directly pertinent books, documents, papers and records of **OWNER** or **ENGINEER** involving transactions related to this Agreement.
- 16.2 **ENGINEER** shall grant access to such records until the expiration of **three years** after final payment under this Agreement.

Art. 17. AUDIT RIGHT AND RETENTION OF RECORDS

- 17.1 **OWNER** shall have the right to audit the books and records of **ENGINEER**. **ENGINEER** shall keep such records and accounts as may be necessary in order to record complete and correct entries related to the **PROJECT**.
- 17.2 **ENGINEER** shall preserve and make available, at reasonable times for examination and audit by **OWNER** all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement until the expiration of **three years** after final payment under this Agreement.

Art. 18. LIMITATION OF LIABILITY

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of **ENGINEER** and **ENGINEER's** officers, directors, members, partners, agents, employees, and Consultants, to **OWNER** and anyone claiming by, through, or under **OWNER** for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the **PROJECT** or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of **ENGINEER** or **ENGINEER's** officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by **ENGINEER** under this Agreement.

Art. 19. SUCCESSORS AND ASSIGNEES

This Agreement is to be binding on the heirs, successors and assignees of **OWNER** and **ENGINEER**, but is not to be assigned by either **OWNER** or **ENGINEER**, without first obtaining the written consent of the other.

Art. 20. MUTUAL WAIVER OF BREACH AND MATERIALITY

Failure by **either party** to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. **OWNER** and **ENGINEER** agree that each requirement, duty, and obligation set forth herein is

substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

Art. 21. PERMITS, LICENSES, NOTICES AND COMPLIANCE WITH LAWS

- 21.1 **ENGINEER** shall comply with federal, state and local tax laws, social security acts, unemployment compensation acts and worker's compensation acts insofar as applicable to the performance of services under this Agreement.
- 21.2 **ENGINEER** shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by **OWNER**, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.
- 21.3 **ENGINEER's** decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.
- 21.4 **ENGINEER** shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, **ENGINEER** shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.
- 21.5 **ENGINEER** shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

Art. 22. SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless **OWNER** elects to terminate this Agreement. The election to terminate this Agreement

based upon this provision shall be made within **seven days** after the finding by the court becomes final.

Art. 23. JOINT PREPARATION

Preparation of this Agreement has been a joint effort of **OWNER** and **ENGINEER** and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

Art. 24. PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in the Articles of this Agreement shall prevail and be given effect.

Art. 25. PROJECT SPECIFIC TERMS

The following additional **PROJECT** specific terms and conditions are:

None.

Art. 26. COUNTERPARTS

This Agreement may be executed in **counterparts**, each of which shall be deemed to be an original.

Art. 27. APPROVAL

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and is made effective the day and year first above written.


Rowan County, NC

HAZEN AND SAWYER

By: _____

Print Name of Person Signing Date
Title of Person Signing

By: _____

 02/18/2022
Aaron D. Babson Date
Senior Associate

Witnessed By: _____

Print Name of Person Signing Date
Title of Person Signing

Name Date
Title

SCHEDULE A

SCOPE OF SERVICES

Rowan County, North Carolina

**Agreement for the Northeast Rowan County Water System Plumbing
Replacement Contract Manager**

The scope of work to be provided by **ENGINEER** includes professional services for the elements listed below.

See attached scope of services

TIME OF COMPLETION

Hazen will start work at notice to proceed.

DRAFT

SCHEDULE B
COMPENSATION

Rowan County, North Carolina

**Agreement for the Northeast Rowan County Water System Plumbing
Replacement Contract Manager**

OWNER shall pay **ENGINEER** as full compensation for the services identified under Schedule A the amount(s) listed below. Task amounts are not limits and may be exceeded provided that the total amount is not exceeded. Compensation shall be on a not-to-exceed basis.

TASK NAME		AMOUNT
1	Identification and Initial Contact	\$10,000
2	Initial Site Visits, Prioritization, and Risk Mitigation Strategies	\$15,000
3	Prequalification of Plumbers	\$15,000
4	Coordinate Pre-Bid Site Visits	\$15,000
5	Bid Package Preparation	\$10,000
6	Contract Execution	\$20,000
7	Construction Coordination and Administration	
8	Sampling Support after Replacement	\$5,000
	<i>Other Direct Costs (Mileage, lab costs, etc.)</i>	\$5,000
TOTAL		\$95,000

Table 1: Hourly Rates

Billing at the following hourly rates:

\$265.00 per hour for Vice Presidents
\$214.00 per hour for Associate Vice Presidents
\$209.00 per hour for Senior Associates
\$178.00 per hour for Associates
\$148.00 per hour for Senior Principal Engineers and Senior Field Coordinators
\$133.00 per hour for Principal Engineers
\$118.00 per hour for Assistant Engineers
\$75.00 per hour for Administrators, Technical Editor or Intern



NORTH CAROLINA

Be an original.

TO: Board of Commissioners
FROM: Aaron Church
DATE: February 21, 2022
SUBJECT: Kannapolis City Schools

Attached to this agenda item is a memorandum from the Kannapolis City Schools. If the grant is awarded this will require a 15% match which is approximately \$7,500,000.

BOARD ACTION: Authorize the Chairman to the Board of Commissioners and / or Finance Officer to sign the 2021-22 Needs-Based Public Schools Capital Fund grant application in the amount of \$50,000,000 for renovations at A.L. Brown High School. Authorize the appropriate county official to confirm that the County has the capacity to match the grant up to \$7,500,000 if the grant is awarded and accepted.



Kannapolis City Schools

100 DENVER STREET
KANNAPOLIS, NC 28083

704-938-1131

FAX: 704-933-6370

<http://www.kannapolis.k12.nc.us>

Kevin Garay
Superintendent
kevin.garay@kcs.k12.nc.us

To: Aaron Church, County Manager
James Howden, Finance Director

From: Kevin Garay, Superintendent
Will Crabtree, Director of Business Operations

Re: Request for Funding of A.L. Brown Renovation and Addition

Date: February 21, 2022

Over the course of the last year, Kannapolis City Schools (KCS) authorized that an A.L. Brown High School campus study be completed by Little Architecture (Charlotte, NC), resulting in the development of a master plan for the high school. During the last several months, A.L. Brown and KCS staff worked with Little to prioritize improvements (and review costs) that are part of the master plan. The master plan addresses two primary areas of improvement: renovations of the original main building and gym (all between 60-70 years old) and additional commons area and classroom space to absorb current and projected enrollment growth. After a unanimous endorsement by the KCS Board of Education during the February 2022 meeting, KCS respectfully requests for Rowan County to apply for the North Carolina Department of Public Instruction (DPI) 2021-22 Needs-Based Public School Capital Fund. This state fund provides up to \$50 million in renovations for an existing high school. Thus, the application would be for \$50 million for renovations and additions at A.L. Brown High School. As noted on the attached cost summary sheet, the majority of the cost involves the renovation of the 1952 and 1956 (original) A.L. Brown High School buildings, renovations to the 1958 Bullock Gymnasium, and the construction of a new multi-use building that would house a new cafeteria, administration offices and approximately 20 classrooms.

Based upon the NC DPI formula for low-wealth funding for capital grants, the local match that would be required is 15% (\$7,500,000) for Rowan County. Please note, it is our understanding that, if awarded, Rowan County would have the option to not accept the grant and KCS would have no recourse toward Rowan County thereof. Further, it is also our understanding that Cabarrus County has interest in a partnership with Rowan County on funding this request; this agreement would be based upon the percentage of A.L. Brown High School students residing in the two counties (75%-Cabarrus, 25% Rowan). **Please note that the Priority #1 column on the attached document is the column that summarizes this funding request.** Thank you very much the consideration of our request.

PROJECTS & ORDER OF MAGNITUDE COST PROJECTIONS

PROJECTS			PRIORITY 1	
			CONST COST	SOFT COST
BUILDINGS			18% of Const.	
A	1952 Classroom Building	69,427 \$ 275	\$ 19,092,425	\$ 3,436,637
B	1956 Classroom Building	15,105 \$ 225	\$ 3,398,625	\$ 611,753
C	1996 Building	8,778 \$ 175	\$ T	\$ T
D	STEM Building	8,126 \$ 150	\$ T	\$ T
E	CTE / Msuic / Art / EC Building	9,150 \$ 175	\$ 1,601,250	\$ 288,225
F	Bullock Gym	23,962 \$ 175	\$ 4,193,350	\$ 754,803
G	Admin / Classroom / Dining (proposed)	50,400 \$ 350	\$ 17,640,000	\$ 3,175,200
H	Stadium Bleacher Expansion		\$ T	\$ T
I	Field House	5,000 \$ 300	\$ T	\$ T
J	Press Box	2,000 \$ 300	\$ 600,000	\$ 108,000
K	Concessions & Restrooms	2,500 \$ 300	\$ T	\$ T
SITE FEATURES				
A	Courtyard Renovations		\$ T	\$ T
B	Courtyard Enclosure/Security		\$ 500,000	\$ 90,000
C	North Rose Avenue Parking		\$ 2,000,000	\$ 360,000
D	Denver Street Parking		\$ T	\$ T
E	ADA Access to Bullock Gym		\$ T	\$ T
F	ADA access to Stadium Venues		\$ T	\$ T
G	ADA Access to Baseball Venue		\$ 250,000	\$ 45,000
H	Screen Maintenance Area		\$ T	\$ T
CLASSROOM SWING/MODULARS				
A	Modular Classrooms		\$ 1,500,000	\$ 270,000
Subtotal		194,448	\$ 50,775,650	\$ 9,139,617
Subtotal (hard costs + soft costs)				\$ 59,915,267
10% Contingency			\$ 5,077,565	\$ 913,962
TOTAL COST, CONSTRUCTION & SOFT COST			\$ 55,853,215	\$ 10,053,579
TOTAL ORDER OF MAGNITUDE COST PROJECTION			\$ 65,906,794	
TOTAL ORDER OF MAGNITUDE COST PROJECTION T ALL PHASES				