



**ROWAN COUNTY COMMISSION AGENDA**  
**October 7, 2019 - 3:00 PM**  
**J. Newton Cohen, Sr. Room**  
**J. Newton Cohen, Sr. Rowan County Administration Building**  
**130 West Innes Street, Salisbury, NC 28144**

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Call to Order

Invocation

Pledge of Allegiance

Consider Additions to the Agenda

Consider Deletions From the Agenda

Consider Approval of the Agenda

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

- Provided By: Chaplain Michael Taylor

**1 Consider Approval of Consent Agenda**

- A. Interlocal Agreement With Davidson County for Inspection Services
- B. Scotch Irish VFD - Firetruck Refinancing
- C. RTS System Safety/Continuity of Operations Plan (COOP)
- D. Acceptance of Bid for Administration Building Roofing Project
- E. Direct County Manager and County Attorney To Develop MOU For New Dog Adoption Center
- F. Chaplain Services Agreement
- G. RFQ for Sheriff's Office

**2 Public Comment Period**

**3 Public Hearing for Z 07-19**

**4 Public Hearing: Ground Mounted Solar Energy System Moratorium**

**5 Cleveland EMS Station Bid Review**

- 6 Agreement With ADW Architects for AG Center and Meeting Hall
- 7 Approval of Negotiated Bid and Contract for Transportation Management Services
- 8 Consider Approval of Board Appointments
- 9 Adjournment

*Citizens with disabilities requiring special needs to access the services or public meetings of Rowan County Government should contact the County Manager's Office three days prior to the meeting by calling (704) 216-8180.*

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** County Manager Aaron Church  
**DATE:** September 30, 2019  
**SUBJECT:** Interlocal Agreement With Davidson County for Inspection Services

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Interlocal Agreement With Davidson County For Inspection Services	9/30/2019	Cover Memo

## **INTERLOCAL AGREEMENT FOR INSPECTION SERVICES**

This Interlocal Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2019, by and between The County of Davidson, hereinafter referred to as “Davidson” and The County of Rowan, hereinafter referred to as “Rowan”.

### **RECITALS**

From time to time the County Manager and County Commissioners may have what is hereafter referred to as “Projects”, which may include but is not limited to building, rebuilding, repairing or making improvements to their homes or businesses where such Projects require plan review, building permits and field inspections from the Rowan County Inspections Department. In order to avoid any potential conflict of interest, Rowan has requested that Davidson perform all necessary plan review, permit issuance and field inspections for any such Projects.

Rowan and Davidson desire to enter into an Interlocal Government Agreement providing that the Davidson Inspections Department will provide plan review, field inspections and permits for Projects in Rowan County. Likewise, Rowan County inspections Department will provide plan review, field inspections and permits for like Projects in Davidson.

Rowan and Davidson are each authorized to enter into this Interlocal Agreement by G.S. 153A-35 and by other provisions for North Carolina Law.

### **AGREEMENT**

1. Davidson will review plans, issue required permits and provide duly qualified inspectors, as reasonably needed and requested by Rowan, to perform any and all field inspections for the Projects on behalf of Rowan County elected commissioners and its county manager. With respect to the Projects, the Davidson Inspection Department will otherwise perform building inspection services on behalf of Rowan as provided by Part 4 of Article 18 of Chapter 153A of the General Statutes. The Davidson Inspections Department shall select the individuals under this Agreement.
2. Rowan will reimburse Davidson for any reasonable expenses incurred by the department in performing services under this agreement.
3. In the event that Davidson has an actual or perceived conflict of interest causing it to prefer that Rowan perform inspection services for a project in Davidson owned by its any of its elected commissioners or county manager, Davidson will notify Rowan of said conflict and may request services under this Agreement. Upon such request, Rowan will perform reciprocal services comparable to those performed by Davidson under this Agreement.
4. All inspections performed pursuant to this Interlocal Agreement will be performed in accordance with G.S. 153A-352 and applicable State Building Codes.
5. This Agreement can be terminated by either party with a 30 day notice.



**ROWAN COUNTY**

BY: \_\_\_\_\_  
Greg Edds, Chairman  
Rowan County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Carolyn Barger, Clerk

APPROVED AS TO FORM:

*This instrument has been preaudited in the  
manner required by the local government  
budget and fiscal control act.*

\_\_\_\_\_  
Jay Dees, County Attorney

\_\_\_\_\_  
Leslie Heidrick, Finance Officer

**DAVIDSON COUNTY**

BY: \_\_\_\_\_  
Don Truell, Chairman  
Davidson County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Debbie Harris, Clerk

APPROVED AS TO FORM:

*This instrument has been preaudited in the  
manner required by the local government  
budget and fiscal control act.*

\_\_\_\_\_  
Charles Frye, County Attorney

\_\_\_\_\_  
Jane Kiker, Finance Officer

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

**MEMO TO COMMISSIONERS:**

**FROM:** April Johnson, Secretary, Scotch-Irish VFD  
**DATE:** September 24, 2019  
**SUBJECT:** Scotch Irish VFD - Firetruck Refinancing

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Scotch-Irish Request	9/26/2019	Cover Memo
Scotch Irish Funding	9/26/2019	Cover Memo

**Barger, Carolyn M**

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**From:** pril27 <pril27@bellsouth.net>  
**Sent:** Wednesday, September 25, 2019 8:23 AM  
**To:** Barger, Carolyn M  
**Subject:** Corrected Scotch Irish FD  
**Attachments:** 001 (1).jpg; 001 (2).jpg

WARNING: The sender of this email could not be validated and may not match the person in the "From" field.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails by clicking the "Report Phish" button.

Carolyn,

I'm so sorry but I had the wrong \$ amount. I hope I didn't mess you up to much.

April

To the County Commissioners:

On behalf of the Scotch Irish Fire Department, we are in the processing of refinancing a fire truck loan to include repairs that were required to our truck. On behalf of our lender, we were required to complete several requirements. They are as followed: hold a public meeting and obtain a certified newspaper clipping of the posted public meeting, obtain a letter from the Board of County Commissioners and a Financial statement by the County Manager/Officer. The article appeared in the August 23rd edition of the Salisbury Post and the public meeting was held on September 9th, 2019. It was voted on by our Board and passed to refinance the loan with Home Trust bank in the amount of \$47,971.12 for 3 years, which is the remaining time on the current loan. We have budgeted the loan amount and are able to meet the financial requirements of the loan. We

are asking if the accompanied letter, to be reproduced on the county letterhead to help our department with this loan process. If we complete the requirements we are saving about 3% interest of the taxpayers money.

For the County Manager or Finance:

On behalf of lending company, we are requesting the financial tax information attached to be completed on the county letterhead.

Thank you for your consideration in this process for Scotch Irish Fire Department.

April Johnson,  
Secretary, Scotch Irish Fire Department

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



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

## Rowan County Board of Commissioners

130 West Innes Street • Salisbury, NC 28144  
Telephone 704-216-8180 • FAX 704-216-8195

October 8, 2019

HomeTrust Bank  
PO Box 10  
Asheville, NC 28802-0010

RE: Municipal Lease and Option Agreement between HomeTrust Bank and Scotch-Irish Fire Department, Incorporated

Dear Sirs:

I am Chairman of the County Commissioners of Rowan County. This letter is to advise you that Scotch-Irish Fire Department, Incorporated is a qualified Volunteer Fire Department assigned to protect a specific Fire District within the County.

In addition, a special ad valorem (fire tax) is assessed on the real property owners of this district. Said tax is to be used exclusively to provide equipment, facilities, and training as is necessary to provide fire protection for said district. Said funds may also be used to upgrade equipment as the need arises. This tax is collected by the County and disbursed by the Finance Office to the Fire Department on a regular basis by the County Finance Officer. The Fire Department is operated and managed by the Board of Directors of the Fire Department and the Officers of said Department. The Department is currently meeting the requirements of their fire service contract.

The Fire Department has made us aware of their intention to acquire new capital assets through a Lease Purchase transaction with your firm. Please be advised that the County has no objection to this transaction.

Sincerely,

Gregory C. Edds, Chairman  
Board of Commissioners

Equal Opportunity Employer



Leslie E. Heidrick, CPA  
Assistant County Manager/  
Finance Director



James M. Howden, CPA  
Assistant Finance Director

## Rowan County Finance Department

130 West Innes Street • Salisbury, NC 28144-4326

Telephone 704-216-8170 • FAX 704-216-8110

Home Trust Bank  
PO Box 10  
Asheville, NC 28802-0010

The funding for Scotch-Irish Volunteer Fire Department Inc.  
has been progressive as per the following schedule:

Fiscal Year	Actual / Estimated <u>Tax Revenue</u>	Assessed <u>Valuation</u>	Rate Per <u>\$100 Value</u>
2020	\$ 72,998	\$ 124,464,591	0.0600
2019	70,314	118,271,373	0.0600
2018	70,265	118,401,335	0.0600

  
Assistant Finance Director

Equal Opportunity Employer



recycled paper

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

**MEMO TO COMMISSIONERS:**

**FROM:** Franklin Barnes, Director, Rowan Transit System  
**DATE:** 09/25/19  
**SUBJECT:** RTS System Safety/Continuity of Operations Plan(COOP)

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The Rowan Transit's System Safety Plan(SSP) is the sixth and final section of the counties Continuity of Operations Plan(COOP). According to NCDOT/PTD requirements, the Board of Commissioners must approve the SSP annually.

**ATTACHMENTS:**

**Description**

**Upload Date**

**Type**

No Attachments Available



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

**MEMO TO COMMISSIONERS:**

**FROM:** Finance Department  
**DATE:** September 27, 2019  
**SUBJECT:** Acceptance of Bid for Administration Building Roofing Project

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Please see the attached information.

Please award a contract to Interstate Roofing Company, Inc. to renovate the roofing system on the J. Newton Cohen, Sr. Rowan County Administration Building at a cost not to exceed \$276,000.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Acceptance of Bid for Administration Building Roofing Project	10/1/2019	Backup Material



Leslie E. Heidrick, CPA  
Assistant County Manager/  
Finance Director



James M. Howden, CPA  
Assistant Finance Director

## Rowan County Finance Department

130 West Innes Street • Salisbury, NC 28144-4326

Telephone 704-216-8170 • FAX 704-216-8110

### MEMORANDUM

**TO:** Rowan County Board of Commissioners  
Aaron Church, County Manager

**FROM:** Leslie E. Heidrick, Assistant County Manager/Finance Director *JEH*  
David Sifford, Purchasing Agent *DS*

**RE:** Acceptance of Bid for Administration Building Roofing Project

**DATE:** September 27, 2019

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After due advertisement, proposals to renovate the roofing system at the J. Newton Cohen, Sr. Rowan County Administration Building located at 130 West Innes Street in Salisbury were received and opened by REI Engineers and David Sifford, Purchasing Agent.

Bids were received from four roofing contractors: Davco Roofing and Sheet Metal, Interstate Roofing Company, Inc., Rike Roofing Services, Inc. and Triad Roofing. Interstate Roofing Company, Inc. submitted the lowest bid in the amount of \$276,000.

The certified bid tabulation and contract award recommendation from REI Engineers are attached. The complete bid packages are on file in the Purchasing Office.

**Staff's Recommendation:** It is the recommendation of REI Engineers, the Facilities Management Department and the Finance Department that a contract be awarded to Interstate Roofing Company, Inc. to renovate the roofing system on the J. Newton Cohen, Sr. Rowan County Administration Building located at 130 West Innes Street at a cost not to exceed \$276,000. The cost is within the approved fiscal year 2020 budget.

Equal Opportunity Employer



recycled paper

# BID TABULATION

**Owner Name:** Rowan County  
**Project Name:** Administration Building Roof Replacement  
**Bid Due Date:** September 19, 2019  
**Bid Due Time:** 1:00 PM

Bidders	Base Bid	Alternate No. 01	total	Unit Prices				Addenda No. 01	Bid Bond	RMA Form
				UP -1	UP-2	UP-3	UP-4			
Davco Roofing & Sheet Metal	\$ 278,000.00	\$ (2,700.00)	\$ 275,300.00	\$ 5.50	\$ 3.50	\$ 3.30	\$ 13.00	y	y	y
Interstate Roofing Co., Inc.	\$ 276,000.00	\$ -	\$ 276,000.00	\$ 3.00	\$ 6.00	\$ 1.50	\$ 12.00	y	y	y
Rike Roofing Services, Inc.	\$ 340,000.00	\$ 7,000.00	\$ 347,000.00	\$ 5.00	\$ 4.00	\$ 3.00	\$ 8.00	y	y	y
Triad Roofing	\$ 394,300.00	\$ 5,200.00	\$ 399,500.00	\$ 2.00	\$ 2.50	\$ 3.90	\$ 10.00	y	y	y

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

Dixie E. Johnson      9/19/2019  
 Date

Dixie E. Johnson  
 Engineering Intern







September 23, 2019

Rowan County  
130 West Innes Street  
Salisbury, NC 28144

Attention: Don Bringle  
Facilities Management Director

Reference: Contract Award Recommendation  
Rowan County Administration Building  
Roof Replacement  
REI Project No. 019CLT-200

Dear Mr. Bringle:

Bids were opened at 1:00 PM on Thursday, September 19, 2019 for the above referenced project. Interstate Roofing Co., Inc. submitted the lowest total base bid in the amount of \$276,000.00. REI does not recommend accepting Alternate No. 1.

REI Engineer's estimated construction cost for the project was \$416,000.00; therefore, REI recommends this project be awarded to Interstate Roofing Co., Inc. in the amount of \$276,000.00.

Please contact our office if you have any questions regarding the bidding and awarding of this project.

Sincerely,

**REI Engineers**

A handwritten signature in black ink that reads "Dixie E. Johnson". The signature is written in a cursive, flowing style.

Dixie Johnson,  
Engineering Intern

Enc: Certified Bid Tabulation  
Copy of Interstate Roofing Co., Inc. Bid Form

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

**MEMO TO COMMISSIONERS:**

**FROM:** County Manager Aaron Church  
**DATE:** September 24, 2019  
**SUBJECT:** Direct County Manager and County Attorney To Develop MOU For New Dog Adoption Center

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The Board is asked to direct the County Manager and County Attorney to develop a Memorandum of Understanding with Shelter Guardians to construct a new dog adoption center.

**ATTACHMENTS:**

**Description**

**Upload Date**

**Type**

No Attachments Available

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

**MEMO TO COMMISSIONERS:**

**FROM:** County Manager Aaron Church  
**DATE:** October 1, 2019  
**SUBJECT:** Chaplain Services Agreement

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Chaplain Services Agreement	10/1/2019	Cover Memo

## ROWAN COUNTY

## AGREEMENT FOR SERVICES

## NORTH CAROLINA

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 ("Effective Date") between Rowan County, North Carolina ("County") and Michael Taylor ("Provider").

WHEREAS, the County and the Provider wish to enter into a contract under which the Provider will provide certain specified services and/or materials to the County in exchange for payment of a quarterly travel and expense allowance.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, conditions, and agreements herein, the County and the Provider agree as follows:

1. Services To Be Performed. The Provider agrees to perform the services (the "Services") for the County, specifically to serve as the appointed Chaplain and deliver a solemnizing prayer prior to each regular Board of Commission meeting and any Special Called or Emergency Meeting for which he can attend or find suitable replacement (altogether the "Contract Services").

2. Term. The term of this Agreement shall be for so long as either party does not give notice to the other party of its intent to terminate this Agreement. Either party may terminate this Agreement pursuant to Paragraph 8 hereinbelow.

3. Payment. The County agrees to pay only this reasonable travel and expense allowance to the Provider for Services satisfactorily performed in accordance with this Agreement. The County shall pay the amount of three hundred and seventy-five and no/100 dollars (\$375.00) quarterly for a total annual allowance of one thousand five hundred and no/100 dollars (\$1500.00) less applicable withholding taxes, if any.

4. Non-waiver. If the County at any time does not require the Provider to satisfy any of the Provider's obligations under this Agreement, or if the County fails at any time to exercise any right or privilege granted to it by this Agreement, that shall not waive or limit the County's ability to require the Provider to satisfy those obligations in the future or the County's ability to enforce its rights or privileges in the future. If the County waives any breach of this Agreement by the Provider, which shall not be deemed a waiver of any later breach by the Provider, nor shall it be deemed a waiver of this section of the Agreement.

5. Independent Contractor. For purposes of this Agreement, the Provider at all times shall be considered an independent contractor, and the County shall not be deemed the employer of the Provider or of any of the Provider's agents or employees, nor shall the County be responsible for the actions or omissions of the Provider or its agents and employees. For purposes of this Agreement, the Provider and its agents and employees shall not be deemed an employee of the County for any purpose, including (by example only and not for purposes of

limitation) federal or state income taxation, unemployment benefits, or worker's compensation benefits.

6. Insurance. Omitted.

7. Indemnity. Omitted.

8. Termination. Notwithstanding any other provision of this Agreement (including any provision in the attached Exhibit A), this Agreement may be terminated at any time by mutual written agreement of the County and the Provider, or it may be terminated by the County upon ten (10) days' written notice to the Provider. Ten days' written notice for termination by the County is not required if the County is terminating because the Provider has breached the Agreement.

9. Entire Agreement. This Agreement constitutes the complete and entire Agreement between the County and the Provider concerning the subject matter of the Agreement and supersedes any and all prior agreements, discussions, understandings, promises, or representations concerning that subject matter. This Agreement may be modified only by a writing signed by both the County and the Provider.

10. Governing Law and Forum for Disputes. This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. Any lawsuit or other legal proceeding concerning this Agreement and/or the Services must be filed in Rowan County, North Carolina, unless it is properly filed in federal court, in which case it must be filed in the federal District Court for the Middle District of North Carolina.

11. Severance Clause. If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Agreement will remain in full force and effect.

12. Compliance With Laws. The Provider acknowledges and agrees that it will perform all Services and will satisfy all of its obligations under this Agreement in full compliance with all applicable federal, state, and local laws and regulations.

13. Repair of Damages. The Provider shall promptly and fully repair any damages that it or its employees or agents cause to the County's property. Alternatively, the County may choose in its discretion to require the Provider to fully compensate the County for any such damages rather than have the Provider repair them.

14. Titles and Headings. Titles and headings used in this Agreement are for convenience only and do not limit or modify the language within each section of this Agreement.

15. Non-Assignment. The Provider may not assign its rights or obligations under this Agreement, nor may it sub-contract any part of this Agreement, without written approval from the County.

16. Notices. Any notice or communication to the County or the Provider for purposes of this Agreement shall be delivered or shall be deposited in the United States Mail, first class, addressed to the addressee in Section E of the attached Exhibit A, the Contract Services.

17. Number and gender. This Agreement's use of singular, plural, masculine, feminine, and neuter pronouns shall include the others as the context may require.

18. Exhibit A. To the extent of a conflict between the above language of this Agreement and the attached Exhibit A (the Contract Services), the above language of this Agreement will control.

{ Signature Page Follows }



IN WITNESS WHEREOF, the County and the Provider have caused this Agreement to be executed as of the Effective Date.

THE COUNTY

BY: \_\_\_\_\_

Name: Aaron Church

Title: County Manager

THE PROVIDER

BY: \_\_\_\_\_

Name: Michael Taylor

Title: RCDS Chaplain

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** County Manager Aaron Church  
**DATE:** October 1, 2019  
**SUBJECT:** RFQ for Sheriff's Office

---

**ATTACHMENTS:**

**Description**

RFQ

**Upload Date**

10/1/2019

**Type**

Cover Memo

# **ROWAN COUNTY**

**North Carolina**



## **Request For Qualifications**

### **Space Needs Assessment and Evidence Storage Facility Design for Rowan County Sheriff's Office**

*October 10, 2019*

## **INTRODUCTION**

Rowan County requests Statements of Qualifications (SOQ) from interested and qualified architectural firms for professional design and planning services. Rowan County anticipates awarding a single contract for the services required.

## **DESCRIPTION**

The Rowan County Sheriff's Office has requested a new evidence storage area due to overcrowding. The requested design and planning services include working with Rowan County officials to provide a space needs assessment and preliminary design of a new evidence storage facility, including budget amounts, for the Rowan County Sheriff's Office.

## **PURPOSE**

The purpose of this Request for Qualifications (RFQ) is to obtain information about architectural firms interested in providing expert professional, technical and advisory services at the discretion of Rowan County for a space needs assessment and the design of a new evidence storage facility, including budget numbers, for the Rowan County Sheriff's Office. The information obtained will be utilized by Rowan County to evaluate each interested firm by utilizing the criteria outlined in this RFQ.

## **SCHEDULE**

It is the intention of the Rowan County Board of Commissioners to select one architectural firm for the design and planning services. The following is a preliminary date list for this project:

<u>Task</u>	<u>Date</u>
Release RFQ	October 10, 2019
Qualifications Due to Rowan County	November 12, 2019
Interview Architectural Firms (if applicable)	Week of November 18, 2019
Architect Selection	December 2, 2019
Approve Contract	January 6, 2020

## **REQUIREMENT / SCOPE**

To be considered for selection, the architectural firm shall be qualified and capable of providing the following services:

- 1) Work with Rowan County officials to perform a space needs assessment and provide a preliminary design of a new evidence storage facility, including budget amounts, for the Rowan County Sheriff's Office.

## **PROPOSAL FORMAT**

To facilitate review of your SOQ by Rowan County, it is requested that your submission conform to the following format:

**Coversheet** – List project title (Sheriff's Office Space Needs Assessment), the name of your firm, and the name, address, email address and telephone number of a contact person for questions concerning the proposal submitted.

**Experience of the Firm** – Provide a narrative of your firm's prior experience and qualifications in planning and administrative work for similar projects. Provide a list of similar projects completed within the last five (5) years. Also, please reference the experience of firm personnel in working with similar projects.

**Project Team** – Provide a list of the project team members that you propose to use on this project and identify the responsibility of each team member and their current office location. Provide a brief resume for each person, detailing specific similar project experience.

**References** – Provide the name, address, email address and telephone number of at least three (3) references familiar with the quality of work done by your firm on similar projects.

**Other Supporting Data** – Include any other information you feel to be relevant to the selection of your firm for this project. The entire SOQ must not exceed fifteen (15) pages, excluding the cover sheet and letter of introduction. SOQ's exceeding 15 pages will not be considered.

## **CRITERIA FOR REVIEW OF STATEMENT OF QUALIFICATIONS**

Criteria to be used in screening and ranking of the SOQ and selection of the successful firm are as follows:

**Qualifications of the Firm, Including Firm Personnel** – Preference shall be given to those firms and personnel with experience and training in design, planning and administration for similar projects, as outlined in this RFQ.

**Overall Qualifications of the Project Manager and Project Team** – Qualifications of the Project Manager and those personnel that will be assigned to the project, including the location of their office, will be considered. Preference shall be given to project teams with specific experience in similar projects and any familiarity with the region and proposed projects, as outlined in this RFQ.

**Response Capability / Project Understanding** – Preference shall be afforded to those firms, who in the opinion of Rowan County are able to adequately respond to requests for consultation meetings, meet project administration requirements, and understand detailed project requirements.

## **CONTRACT**

After all of the SOQ's have been reviewed, the firm selected will be invited to negotiate a contract with Rowan County for a space needs assessment and design of a new evidence storage facility for the Rowan County Sheriff's Office. Rowan County reserves the right to contract with the selected firm for all or a portion of the services described in this Request for Qualifications.

A detailed scope of work will be developed and agreed to by the selected architectural firm and Rowan County. This detailed scope of work and associated fee will be developed into a work authorization and included as an attachment to the contract. The terms of the contract will not be exclusive and the contract may be cancelled by either party for any reason at any time.

**PROPOSAL SUBMISSION**

Submit four (4) copies of the SOQ no later than 5:00 p.m. on Tuesday, November 12, 2019. No submittals will be accepted after this time. Faxed qualifications will not be accepted. Submit to:

Rowan County  
Attention: David Sifford, Purchasing Agent  
130 West Innes Street, Suite 110  
Salisbury, NC 28144

All questions regarding this RFQ shall be submitted in writing and directed to:

David Sifford, Purchasing Agent at [david.sifford@rowancountync.gov](mailto:david.sifford@rowancountync.gov)

In order that the selection process is as objective as possible, please do not contact Rowan County staff or officials other than as noted above.

**GENERAL COMMENTS**

1. Any cost incurred by respondents in preparing or submitting a proposal shall be the respondents' sole responsibility.
2. All responses, inquiries or correspondence relating to this RFQ will become the property of the County.
3. The County reserves the right to reject any or all packages received or to request additional information as may be needed to determine qualifications. It is the intention of the County to negotiate contracts for services at fair and reasonable prices with what it determines to be the best qualified Firm.
4. The County may or may not conduct interviews. If interviews are held, firms are hereby notified that the interview process will quickly follow the submittal deadline and firms should prepare their submittal and proposed team accordingly. Elaborate presentations and submittals during the interview process are not expected or requested. Each interview will last no more than two hours and will be conducted at the J. Newton Cohen, Sr. Rowan County Administration Building located at 130 West Innes Street, Salisbury, NC 28144.

**REQUEST FOR QUALIFICATIONS  
SPACE NEEDS ASSESSMENT  
AND  
EVIDENCE STORAGE FACILITY DESIGN  
ROWAN COUNTY, NORTH CAROLINA**

**ACKNOWLEDGEMENT OF RECEIPT**

Please fill in the requested information below as acknowledgement that you have received the Request for Qualifications noted above. If your firm is interested in participating, this sheet must be completed and returned to:

David Sifford, Purchasing Agent  
Rowan County  
130 West Innes Street  
Salisbury, NC 28144  
Phone: 704-216-8174  
Fax: 704-216-8166

[david.sifford@rowancountync.gov](mailto:david.sifford@rowancountync.gov)

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

\_\_\_\_\_ YES – our company does have an interest in responding

\_\_\_\_\_ NO – our company does not have an interest in responding

Name (print): \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTICE TO RESPONDENTS  
PLEASE RETURN THIS SECTION UPON RECEIPT**



**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Aaron Poplin, Planner  
**DATE:** 9/26/19  
**SUBJECT:** Public Hearing for Z 07-19

---

Steven Sechler is requesting a rezoning of his family's properties located near the intersection of NC 152 HWY and NC 153 HWY from RA to CBI. There are six tax parcels (235-017, 018, 061, 063, 090, 191), totaling eleven acres, being considered in this request. The presentation can be found at the following URL: <https://rowancountync.maps.arcgis.com/apps/MapJournal/index.html?appid=ca515b191bd740199fcbf53a223779cc>

Conduct public hearing, motion to adopt statements, and motion to approve / deny / table Z 07-19.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Staff Report	9/26/2019	Cover Memo
Application	9/26/2019	Cover Memo

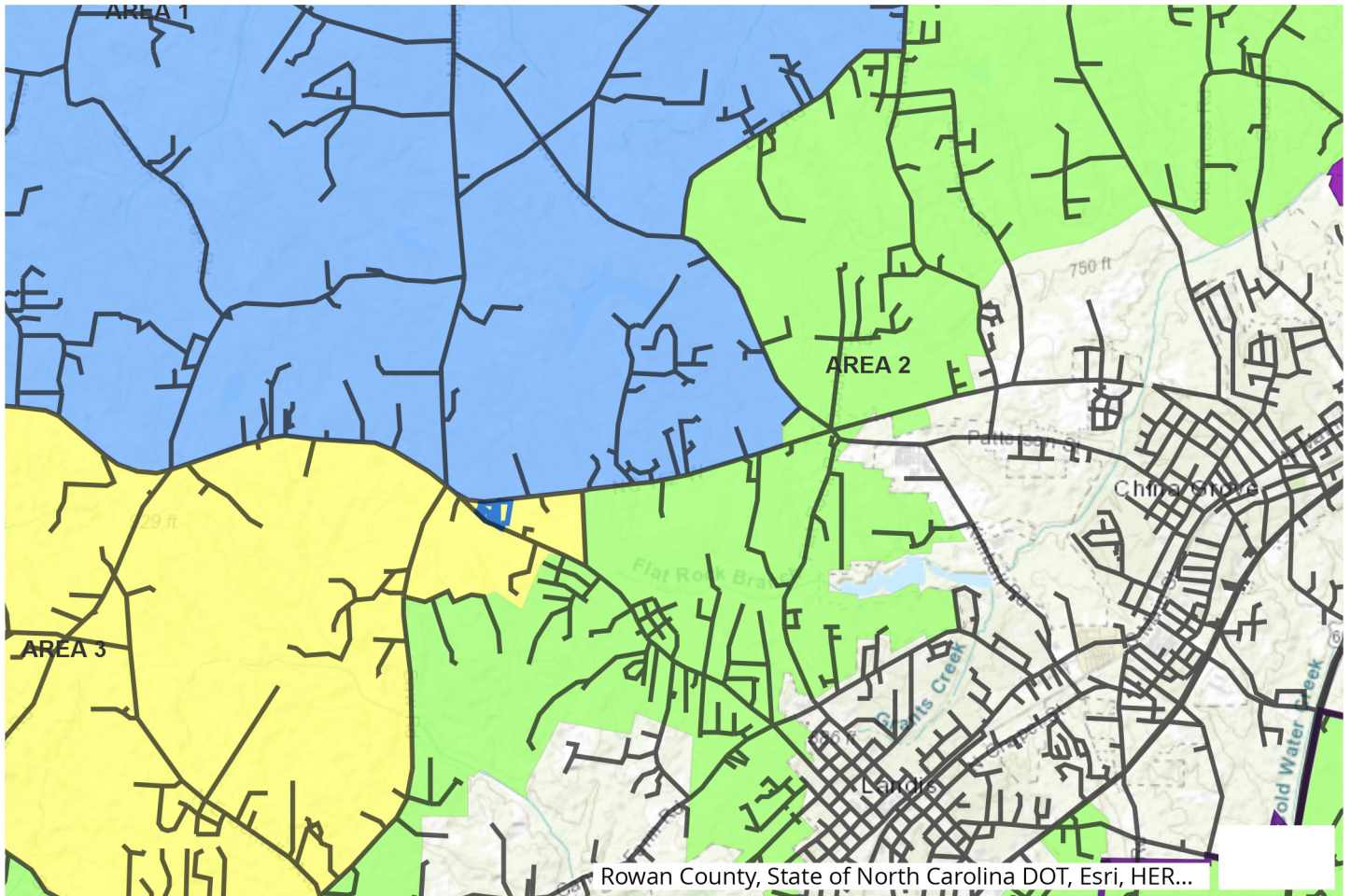
# Z 07-19

*This story was made with [Esri's Story Map Journal](#).  
Read the interactive version on the web at <https://arcg.is/19Tjbm>.*



Steven Sechler is requesting a rezoning of his family's properties located near the intersection of NC 152 HWY and NC 153 HWY from RA to CBI. There are six tax parcels (235; 192, 090, 017, 018, 063, 061), totaling eleven acres, being considered in this request.

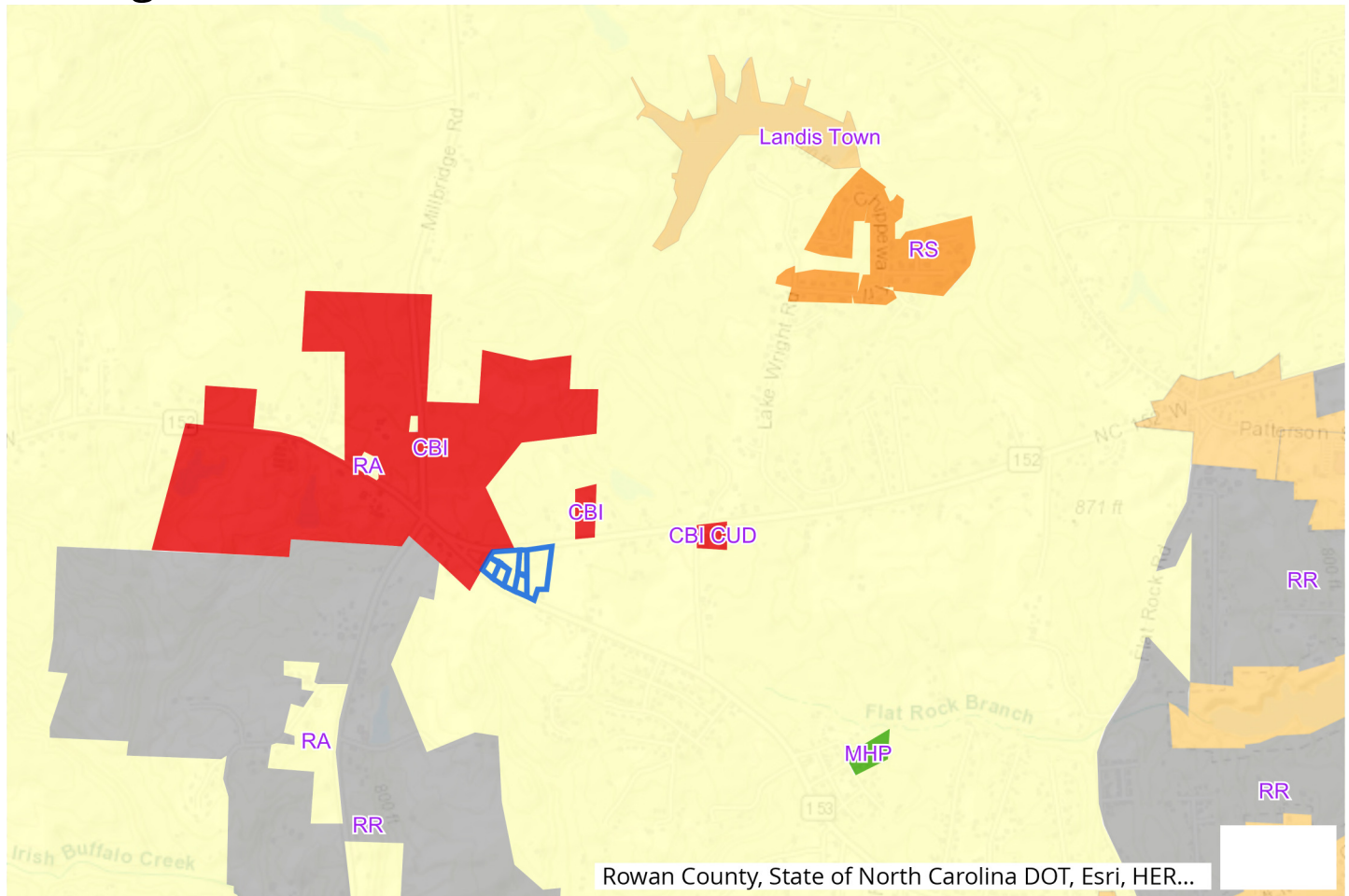
## Land Use Plan



The rezoning request is located in Area Three, A small area south of NC 152, of the Western Area Land Use Plan. The plan encourages mixed use development in or near commercial nodes in the area. The intersection of NC 152 and NC 153 is recognized, by the plan, to be a potential area for a regional node. The plan encourages allowable commercial uses in the community commercial nodes that support the existing and future populations need for retail goods and services.



# Zoning



The properties are currently zoned Rural Agricultural (RA) and Adjoin an approximate 300 acre Commercial Business Industrial (CBI) district. The existing CBI district is primarily comprised of farmland. However, there are plenty of businesses located off of NC 152 HWY within the general vicinity of the request.

The requested parcels all fall inside of the water supply watershed overlay district WS-IV Flat Rock Branch. Commercial development of lots inside this watershed have a maximum of 24 percent built-upon area with curb and gutter or 36 percent built-upon area without curb and gutter. The percent built upon area can be increased up to 70% with the approval of a Special Non-residential Intensity Allocation (SNIA) permit by the Board of Commissioners.

## Vicinity







North Field



South Field





Looking North



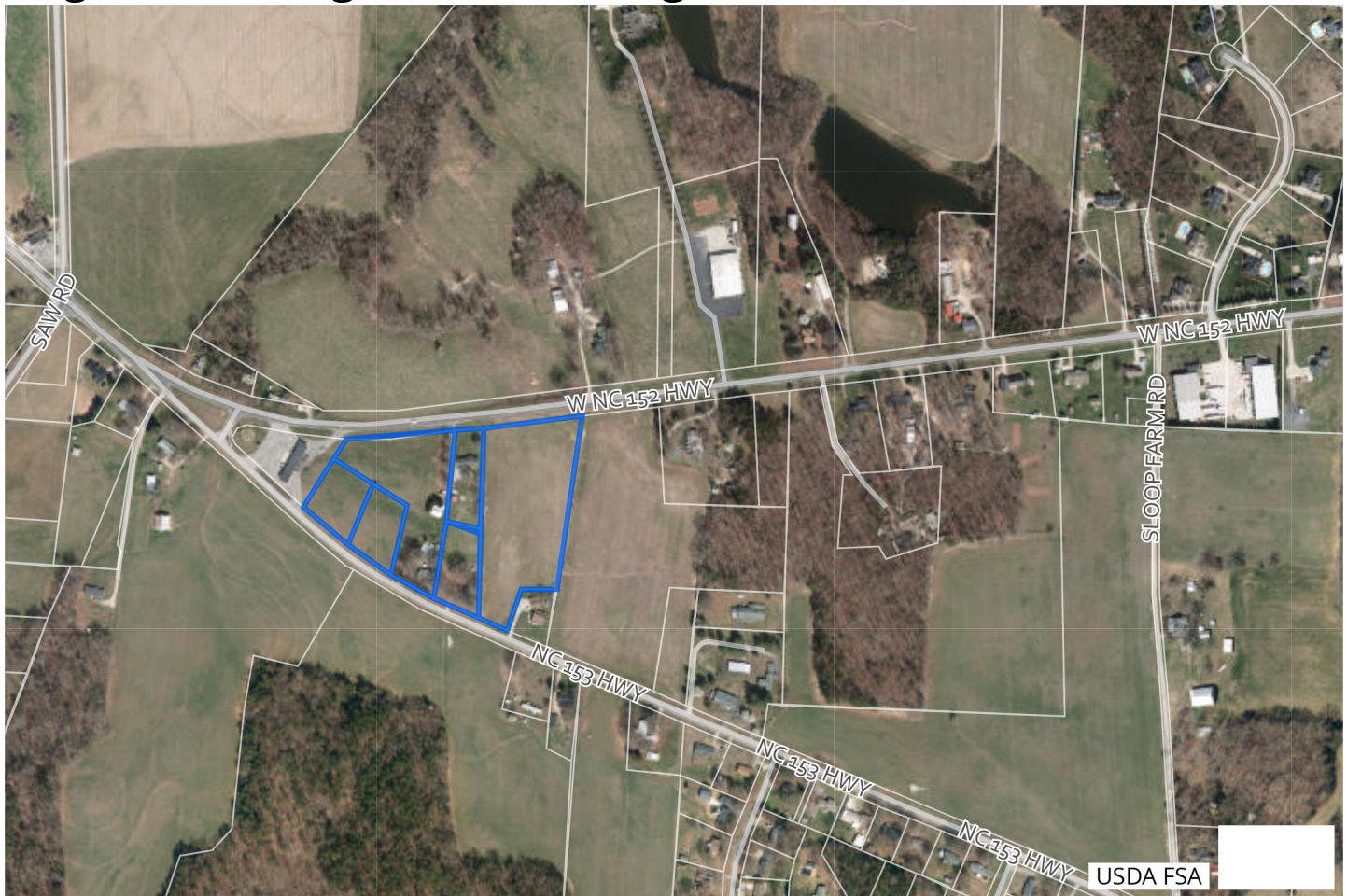


Notice

NC 152 has a design capacity of 15,100 AADT and in 2018 had 8,800 AADT. NC 153 has a design capacity of 14,100 AADT and in 2018 had 4,000 AADT.



## August Planning Board Meeting



The Planning Board conducted a courtesy hearing on August 26th and adopted the following statements:

### Statement of Consistency:

The proposed rezoning is consistent with the West Rowan Land Use Plan; and NCDOT traffic counts along the thoroughfare. The property is adjacent to other CBI districts.

### Statement of Reasonableness:

The proposed rezoning is reasonable based on section 21-362j of the Rowan County Zoning Ordinance as it is within the public's best interest; it is adjacent to existing CBI zoning and located in a community node.

# Procedures



- Conduct a public hearing
- Adopt a statement of Reasonableness
- Adopt a statement of Consistency
- Approve/ Deny/ Table Z 07-19





Rowan County Department of  
Planning & Development  
402 N. Main Street Suite 204  
Salisbury, NC 28144  
Phone (704) 216-8588  
Fax (704) 638-3130  
www.rowancountync.gov

Case # Z  
Date Filed 7/29/19  
Received By Adm  
Amount Paid \$300 Debit  
Office Use Only

## REZONING APPLICATION

### OWNERSHIP INFORMATION:

Name: Stephen Douglas Sechler Susan Sechler Burr  
Signature: Stephen Douglas Sechler Susan Sechler Burr  
Phone: Steve 15-969-3305 Email: steve.sechler@comcast.net  
\* Susan 704-642-4595 Email: suzywuz54@gmail.com  
Address: Steve - 212 Old Horn Springs Rd Lebanon, TN 37087  
Susan - 4085 W. Hwy 152 China Grove, NC 28023

### APPLICANT / AGENT INFORMATION: Complete affidavit on back if non-owner

Name: Same as Above  
Signature: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Address: \_\_\_\_\_

### PROPERTY DETAILS:

Tax Parcel(s): 235018, 235192, 235063, 235017, 235090 Size (sq.ft. or acres): 16  
Property Location: Off Saw Rd. NC 153 + 152 Intersection China Grove  
Current Land Use: Homes + Agriculture  
Date Acquired: October 2016 Deed Reference: Book 9995 Page 7619

### REQUEST DETAILS:

Existing Zoning District RA Atwell Requested Zoning District CBI Atwell

If requesting a conditional zoning district, list proposed use or uses:

Additional information enclosed restricting the conditional use district? Yes ☐ No ☐

Site plan containing information from sec. 21-52 enclosed? Yes ☐ No ☐

**AFFADAVIT OF OWNER**

To be completed if applicant is not the property owner

I (We), Susan Sechler Burr  
Stephen Douglas Sechler, owner(s) of the within described  
property do hereby request the proposed rezoning and hereby authorize the person listed below  
to act as my (our) duly authorized agent in this matter.

\*Signature(s): Stephen Douglas Sechler Susan Sechler Burr  
Date: 7/24/19

Name of Applicant / Agent: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**IT IS UNDERSTOOD BY ALL PARTIES HERETO INCLUDING OWNER(S) &  
APPLICANT(S) / AGENT(S) THAT WHILE THIS APPLICATION WILL BE CAREFULLY  
CONSIDERED AND REVIEWED, THE BURDEN OF PROVIDING ITS NEED RESTS  
WITH THE ABOVE NAMED APPLICANT WHETHER OWNER, NON-OWNERS, OR  
OWNER'S AGENT.**

STATE OF North Carolina COUNTY OF Rowan

I, Wanda S. Broadway, a Notary Public for said County and State, do hereby  
certify that Stephen Sechler and Susan Burr personally appeared before me this day and  
acknowledged the due execution of the foregoing instrument.

My commission expires August 14, 2021.

SEAL

**OFFICIAL USE ONLY**

1. Signature of Rezoning Coordinator: \_\_\_\_\_ 2. Planning Board  
Courtesy Hearing: \_\_\_\_/\_\_\_\_/\_\_\_\_ 3. Notifications Mailed: \_\_\_\_/\_\_\_\_/\_\_\_\_ 4. Property Posted:  
\_\_\_\_/\_\_\_\_/\_\_\_\_ 5. Planning Board Action: Approved \_\_\_\_\_ Denied \_\_\_\_\_ 6. Board of Commissioners  
Public Hearing: \_\_\_\_/\_\_\_\_/\_\_\_\_ 7. Notifications Mailed: \_\_\_\_/\_\_\_\_/\_\_\_\_ 8. Property Posted:  
\_\_\_\_/\_\_\_\_/\_\_\_\_ 9. Dates Advertised: 1<sup>st</sup> \_\_\_\_/\_\_\_\_/\_\_\_\_ 2<sup>nd</sup> \_\_\_\_/\_\_\_\_/\_\_\_\_ 10. BOC Action: Approved  
\_\_\_\_\_ Denied \_\_\_\_\_ 11. Date Applicant Notified: \_\_\_\_/\_\_\_\_/\_\_\_\_

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Ed Muire, Planning Director  
**DATE:** September 10, 2019  
**SUBJECT:** Public Hearing: Ground Mounted Solar Energy System Moratorium

---

**BACKGROUND**

At its September 3, 2019 meeting, the Commission adopted a resolution (Attachment A) declaring its intent to adopt an ordinance that creates a six (6) month moratorium for applications seeking to establish or expand any ground mounted solar energy system (photovoltaic arrays) in Rowan County's planning jurisdiction. The resolution specified the public hearing for said moratorium ordinance would be conducted at the Monday, October 7, 2019 Commission meeting.

**MORATORIUM INTENT**

If adopted, the moratorium will be in effect from October 7, 2019 until April 7, 2020 to allow the Rowan County Planning Board ample time to study issues related to siting of these facilities, consider development standards and formulate recommendations for text amendments to the County's zoning ordinance.

**MORATORIUM APPLICABILITY**

The moratorium is applicable to any project in Rowan County's planning jurisdiction that submits an application(s) for a building or electrical permit, soil erosion and sedimentation control plan, conditional use or zoning permit, to establish or expand a ground mounted solar energy (photovoltaic array) in excess of 6,000 square feet in area. This moratorium is not applicable to any individual that desires to install or place solar collectors on residential property as allowed per NCGS 153A-144.

**PROCEDURAL MATTERS**

Notice of this public hearing was published in the *Salisbury Post* on September 24 and October 1, 2019.

**RECOMMENDATION**

1. Conduct the public hearing as advertised.
2. Adopt, revise or reject the moratorium ordinance. No Statement of Consistency or Reasonableness is required.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
MORATORIUM ORDINANCE: Ground Mounted Solar Energy System	9/10/2019	Ordinance
Attachment A: Resolution of Intent to Enact Moratorium	9/10/2019	Resolution Letter

**An Ordinance to Enact a Six Month Moratorium for  
Establishing or Expanding Ground Mounted Solar Energy Systems  
In Rowan County's Planning Jurisdiction**

**WHEREAS**, North Carolina General Statutes 153A-34 delegates the authority to govern Rowan County, NC to the Rowan County Board of Commissioners; and,

**WHEREAS**, North Carolina General Statutes 153A-340 grants North Carolina counties the power to enact zoning and development regulations, "for the purpose of promoting health, safety, morals, or the general welfare;" and,

**WHEREAS**, North Carolina General Statute 153A-340(h) authorizes counties to adopt temporary moratoria on any development approval required by law provided the duration is reasonable to correct, modify or resolve such conditions necessitating the moratorium; and,

**NOW, THEREFORE BE IT RESOLVED**, that the Board of County Commissioners of Rowan County, North Carolina, does enact and adopt the following:

**Section I. Title**

This ordinance shall be known and may be cited as the Ground Mounted Solar Energy System (Photovoltaic Array) Moratorium for facilities greater than six thousand (6,000) square feet in area located in Rowan County, North Carolina.

**Section 2. Problem Statement and Course of Action**

Pursuant to NCGS 153A-340(h)(1), the rationale for enacting a six month moratorium is substantiated by the following:

- a. The Land Use Plans for the Eastern Area, Western Area and the I-85 South Corridor of Rowan County did not consider or provide recommendations for locating ground mounted solar energy systems greater than 6,000 sq ft in area.
- b. The Commission has received complaints from property owners and residents adjoining said facilities during the construction phase related to dust and erosion, vehicular congestion and construction traffic, further exacerbated by a lack of adequate visual separation once operational.
- c. Amendments to the Rowan County Zoning Ordinance (RCZO) adopted March 4, 2013 applicable to said facilities did not adequately anticipate their proliferation and associated impacts related to scale, location, setbacks and screening / buffering.
- d. Due to the purported longevity of said facilities, the Commission has concerns about on-going maintenance and decommissioning if no longer operational.

Absent adoption of this ordinance, it is anticipated the County will receive additional applications for these facilities that may create additional or continued conflicts with adjoining land uses. As such, the typical process for considering amendments to the RCZO is an inadequate course of action as the Board



of Commissioners is concerned establishing or expanding ground mounted solar energy systems in excess of 6,000 sq ft in area could adversely impact the quality of life for county residents.

### **Section 3. Applicability**

Pursuant to the requirements of NCGS 153A-340(h)(2), this ordinance shall apply to any and all properties in the planning and zoning jurisdiction of Rowan County, NC that submit an application(s) for a building or electrical permit, soil erosion and sedimentation control plan, conditional use or a zoning permit to establish or expand a ground mounted solar energy system (photovoltaic array) in excess of 6,000 sq ft in area. These facilities are classified within Industry Group Number 491 in the 1987 Standard Industrial Classification (SIC) manual.

Enacting the moratorium will provide the Rowan County Planning Board ample opportunity to consider primary and secondary impacts associated with these facilities and prepare recommendations for the Board of Commissioners to consider as amendments to the RCZO and the Eastern Area, Western Area and the I-85 South Corridor Land Use Plans, as applicable.

### **Section 4. Moratorium Duration**

This moratorium ordinance shall be in effect for the six (6) month time period between and including the dates of October 7, 2019 through April 7, 2020 unless such revisions to the RCZO are adopted prior to the moratorium deadline enumerated in this section or the duration is extended as per NCGS 153A-340(h). The 6-month duration is reasonable to the extent that it allows an opportunity for the Planning Board to study, process and request information relative to current and comparative zoning requirements from other jurisdictions, including applicable NC Building Code standards. Subsequent development of ordinance changes or policy guidelines will be submitted to the Rowan County Board of Commissioners for direction and guidance relative to the proposed changes.

### **Section 5. Schedule of Actions**

Upon adoption of this ordinance, the Rowan County Board of Commissioners will direct its Planning Board to provide recommendations for amending the RCZO standards for establishing or expanding ground mounted solar energy systems in excess of 6,000 sq ft in area related to: appropriate zoning district designation(s); process for consideration of applications, i.e. administrative, legislative or quasi-judicial; setback requirements; type of road access; screening and buffering; and any other relevant standards deemed appropriate for establishing or maintaining said facilities.

The following schedule proposes the actions to be taken by Rowan County during this moratorium.

DATE	ACTION
October '19 – November '19	<ul style="list-style-type: none"><li>▪ Committee B of the Planning Board will study information and material relative to zoning districts, process, setbacks, screening, etc.</li><li>▪ Committee B and Staff will prepare DRAFT text amendments to the RCZO</li></ul>
December 2019	Committee B will provide its DRAFT text amendments to the Rowan County Planning Board for consideration
January 2020	Planning Staff will provide DRAFT text amendments to the Rowan County Board of Commissioners for direction and guidance
January '20 – February '20	Suggested revisions or guidance from the Board of Commissioners will be incorporated into the DRAFT text amendments (as necessary)
February 2020	Rowan County Planning Board will conduct a Courtesy Hearing on the DRAFT text amendments and provide its recommendation to the Board of Commissioners
March 2020	Board of Commissioners schedules Public Hearing for Planning Board's recommended DRAFT text amendments
April 6, 2020	Board of Commissioners conducts Public Hearing

#### **Section 6. Exception to Moratorium Provisions**

This moratorium does not apply to the rights of an individual to erect or place solar collectors on residential property as allowed per NCGS 153A-144.

#### **Section 7. Effective and Termination Dates**

This ordinance shall be in effect and enforced as of the 7<sup>th</sup> day of October, 2019 until April 7, 2020 unless its terms and duration are amended by the Rowan County Board of Commissioners.

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Gregory C. Edds, Chairman

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Carolyn Barger, Clerk to the Board

**A Resolution to Schedule a Public Hearing  
Regarding Intent to Adopt an Ordinance Enacting a Six Month Moratorium for  
Establishing or Expanding Ground Mounted Solar Energy Systems  
in Rowan County's Planning Jurisdiction**

**WHEREAS**, North Carolina General Statutes 153A-34 delegates the authority to govern Rowan County, NC to the Rowan County Board of Commissioners; and,

**WHEREAS**, North Carolina General Statutes 153A-340 grants North Carolina counties the power to enact zoning and development regulations, "for the purpose of promoting health, safety, morals, or the general welfare;" and,

**WHEREAS**, the Rowan County Board of Commissioners adopted a zoning ordinance and maps on January 19, 1998 with an effective date of February 16, 1998 that established planning and zoning requirements and procedures for zoning in the unincorporated areas of Rowan County, NC outside the zoning jurisdiction of municipalities; and,

**WHEREAS**, the Rowan County Board of Commissioners enacted amendments to its Zoning Ordinance on March 4, 2013 that established specific conditional use requirements for Ground Mounted Solar Energy Systems over 6,000 square feet in area; and,

**WHEREAS**, twelve (12) separate applications for Ground Mounted Solar Energy Systems over 6,000 square feet in area have been considered and approved by the Rowan County Commission during this six and one-half (6<sup>1/2</sup>) year period; and,

**WHEREAS**, during said time period the scale and size of projects have increased and likewise, complaints and concerns from the general public have increased relative to dust and erosion, vehicular congestion during construction, and decommissioning of these facilities when no longer operational; and,

**WHEREAS**, the Rowan County Board of Commissioners will direct the Rowan County Planning Board to study, prepare and recommend text amendments to the Rowan County Zoning Ordinance standards that consider the aforementioned concerns along with scale, size and location of these facilities in Rowan County's planning jurisdiction; and,

**WHEREAS**, North Carolina General Statute 153A-340(h) authorizes counties to adopt temporary moratoria on any development approval required by law provided the duration is reasonable to correct, modify or resolve such conditions necessitating the moratorium.

**NOW, THEREFORE BE IT RESOLVED**, that the Board of County Commissioners of Rowan County, North Carolina, will conduct a public hearing at its October 7, 2019

meeting to receive public comment regarding its intent to adopt an ordinance enacting a temporary moratorium for a six (6) month period beginning October 7, 2019 and ending April 7, 2020 to allow development of amendments to the Rowan County Zoning Ordinance related to establishing or expanding a Ground Mounted Solar Energy System..

**BE IT FURTHER RESOLVED**, pursuant to NCGS 153A-340(h) the public is hereby advised the call for a public hearing has been established and Rowan County will not accept applications for any building, electrical, soil erosion and sedimentation control plan or a zoning permit to establish or expand Ground Mounted Solar System in excess of 6,000 square feet in size until either the moratorium has expired or adoption of amendments has occurred; and,

**BE IT FURTHER UNDERSTOOD**, this moratorium is not applicable to the statutory allowance for placing solar collectors on residential property as per NCGS 153A-144.



**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Chris Soliz, Chief of Emergency Services  
**DATE:** 9/27/19  
**SUBJECT:** Cleveland EMS Station Bid Review

---

Bids for construction of the Cleveland EMS Station have been compiled and are presented here for review by the Rowan County Board of Commissioners. Additionally, the Architect Firm has completed a value engineering and bid reduction study to recommend next actions.

Two attachments are provided for review.

Rowan County Emergency Services respectfully requests that the Board of Commissioners:

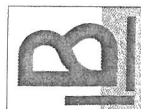
1. Hear a presentation of the bid results, value engineering options, and recommendations.
2. Decide on a course of action for proceeding with the project.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Bid Results	9/27/2019	Cover Memo
Architect Presentation	9/27/2019	Exhibit

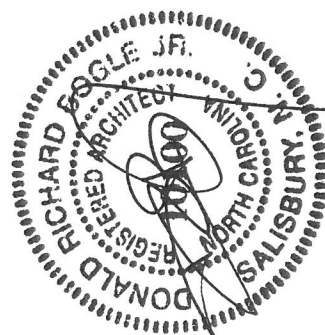
[illegible]

I certify that the above is a true and accurate tabulation of the bids received at the above referenced dates.



The Bogle Firm  
Architecture, PLLC  
Salisbury, NC

Signature





Subject: Value Engineering / Bid Reductions  
Project: Cleveland EMS Station, Rowan County  
Date: September 23, 2019

The following is an examination of the Cleveland EMS Station bid and recommended potential construction cost reductions. These were prepared by Vertex Construction and their subcontractors and reviewed by the Bogle Firm and our consulting engineers. We offer the following recommended cost savings, in three level groups, and a fourth level of savings that we do not recommend accepting:

Contract Amount as bid = \$779,000  
Defined Funding = \$650,000

#### Level 1 Contract Reductions

This reduction does not affect or change the proposed building.

- 1) Reduce Contingency from \$40,000 included in contract to \$20,000.

Net savings = \$20,000

Net Contract with Level 1 = \$759,000

#### Level 2 Specification Changes

This reduction affects the specification grade of items listed. These will not affect the proposed operations of the facility.

- 1) Substitute Schlage ND series locksets for Schlage AL series = \$2,500
- 2) Delete required engineer stamp for pre-engineered canopy = \$700
- 3) Substitute rigid metal conduits for electrical for MC cable = \$3,600

Net savings = \$6,800

Net Contract with Level 1 and Level 2 = \$752,200

#### Level 3 Design Changes

These reductions will affect some minimal change in the performance of the facility, but not enough to affect the intended operations.

- 1) Delete three (3) of the four (4) specified canopies = \$3,000
- 2) Reduce front door from pair of 36" doors to single 36" door = \$1,000
- 3) Delete unit heaters from Storage space = \$7,390
- 4) Change Toilet Room 103 to an empty storage room = \$4,000

Net Savings = \$15,390

Net Contract with Levels 1, 2, & 3 = \$736,810

#### Level 4 Changes (NOT RECOMMENDED)

These reductions will negatively affect the use of the facility in regards to proposed operations. These operations are not crucial to the EMS Station. However, given the minimal savings realized by these changes, it is our opinion that the loss of function outweighs the cost savings.

- 1) Delete Storage overhead doors = \$5,000
- 2) Delete steel lintels at Storage overhead doors = \$1,000
- 3) Delete concrete drive at Storage, adjust concrete drive = \$6,672
- 4) Delete Storage room wall painting and 75% of lighting = \$3,500

Net Savings = \$16,172

Net Contract with Levels 1, 2, 3, & 4 = \$720,638



## Total Budget Analysis

### As bid:

- Contract Amount: \$779,000
- Arch/Engineering Fees: \$44,000
- Fixtures/Furnishing/Equipment: \$10,000
- Total Scenario A: \$833,000

### Scenario A: Level 1 Contract Reduction Only

- Contract Amount: \$759,000
- Arch/Engineering Fees: \$44,000
- Fixtures/Furnishing/Equipment: \$10,000
- Total Scenario A: \$813,000

### Scenario B: Levels 1 & 2

- Contract Amount: \$752,200
- Arch/Engineering Fees: \$44,000
- Fixtures/Furnishing/Equipment: \$10,000
- Total Scenario B: \$806,200

### Scenario C: Levels 1, 2, & 3

- Contract Amount: \$736,810
- Arch/Engineering Fees: \$44,000
- Fixtures/Furnishing/Equipment: \$10,000
- Total Scenario C: \$790,810

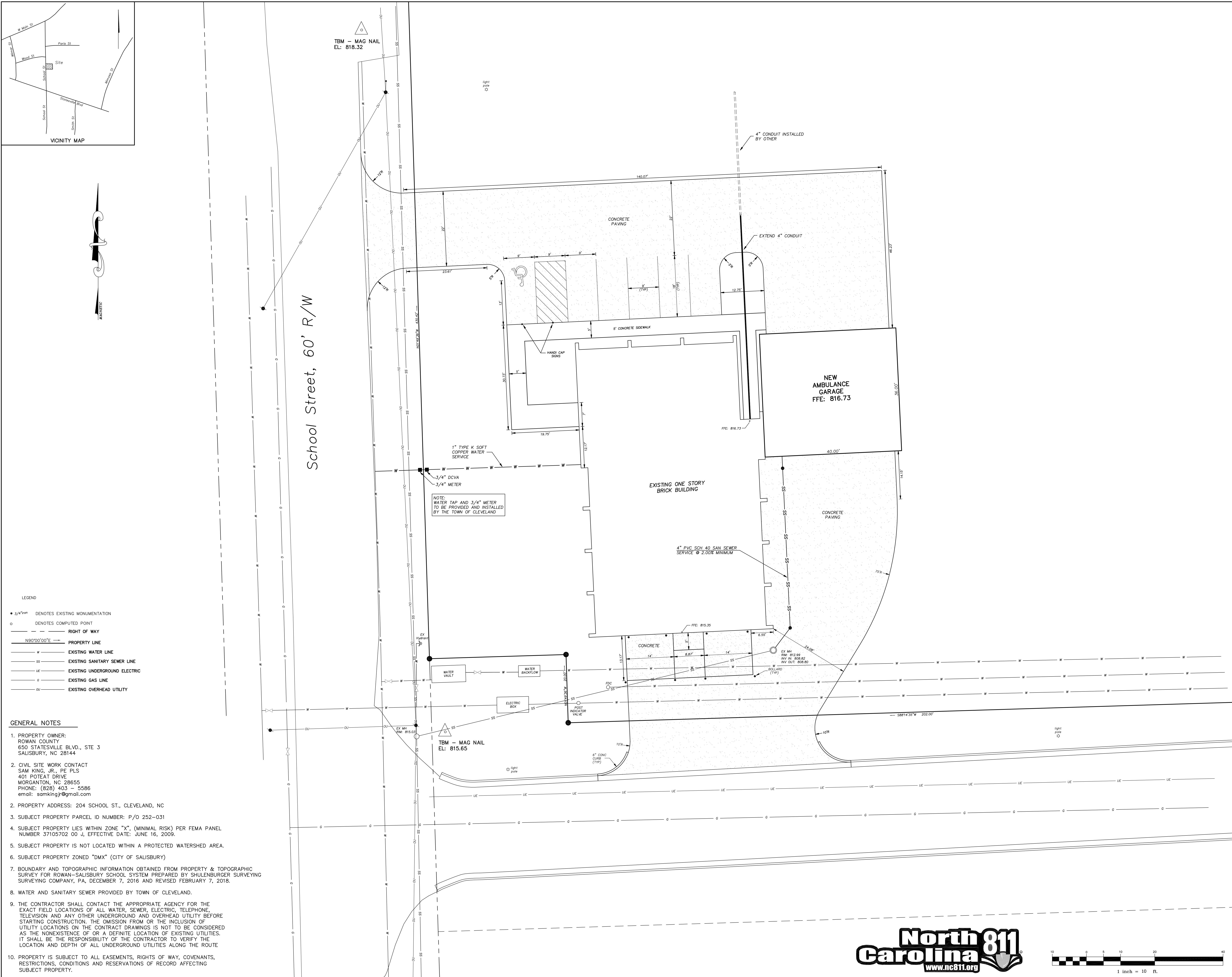
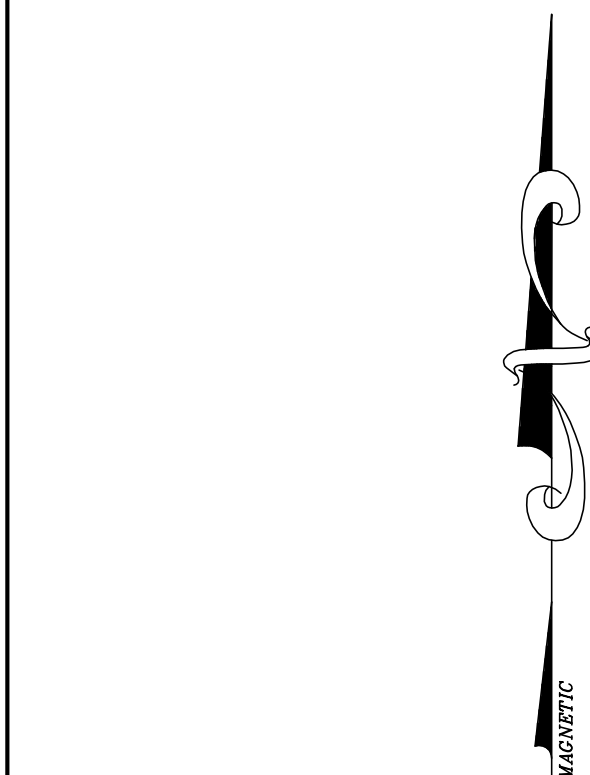
### Scenario D: Levels 1, 2, 3, & 4

- Contract Amount: \$720,638
- Arch/Engineering Fees: \$44,000
- Fixtures/Furnishing/Equipment: \$10,000
- Total Scenario D: \$774,638

### Net Change from As Bid to each Scenario:


- As Bid to Scenario A = \$20,000 = 2.4% reduction = \$163,000 funding deficit
- As Bid to Scenario B = \$26,800 = 3.2% reduction = \$156,200 funding deficit
- As Bid to Scenario C = \$42,190 = 5.1% reduction = \$140,810 funding deficit
- As Bid to Scenario D = \$58,362 = 7.0% reduction = \$124,638 funding deficit

Defined Funding Development: Funding for this project was defined when the EMS Station was considering being a part of the Cleveland Fire Station. During the budgeting for the Fire Station, EMS was asked to come up with \$650,000 to be co-located within the new Fire Station. The decision was made not to co-locate with the Fire Department and the \$650,000 became the requested budget for this EMS Station renovation and addition project.



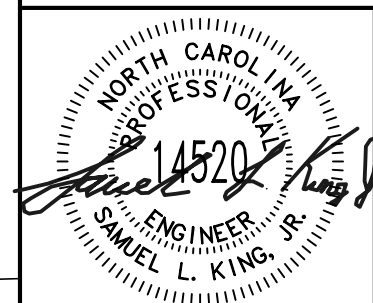
PUBLICATION OR REUSE OF THESE DRAWINGS OR ANY INCLUDED DETAILS MUST BE WITH THE WRITTEN CONSENT OF THE FIRM'S PRINCIPAL ARCHITECT.

CIVIL PLANS PREPARED BY:  
KING ENGINEERING OF CONCORD, INC.

 35 CHURCH STREET S., SUITE 107  
CONCORD, NORTH CAROLINA 28025  
PHONE (828) 403 - 5586  
Mailing Address:  
401 Potest Drive  
Morganton, NC 28655  
C-0953 samkingjr@gmail.com

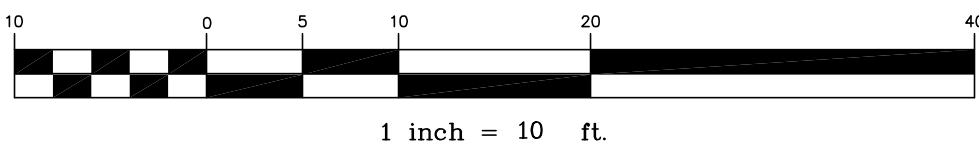
SITE PLAN  
BASE BID

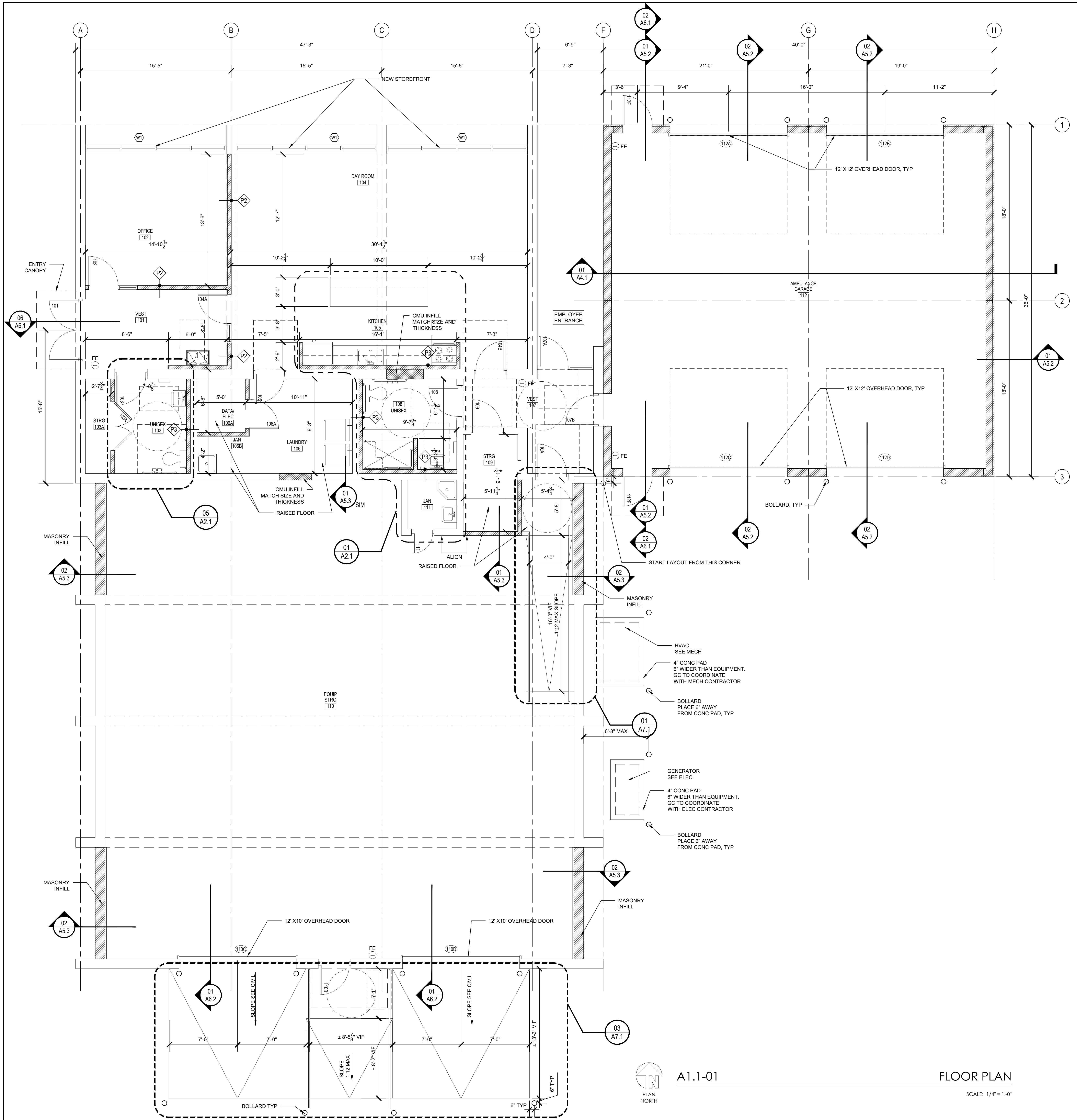
CLEVELAND  
EMS STATION  
203 SCHOOL ST  
CLEVELAND, NC 27013



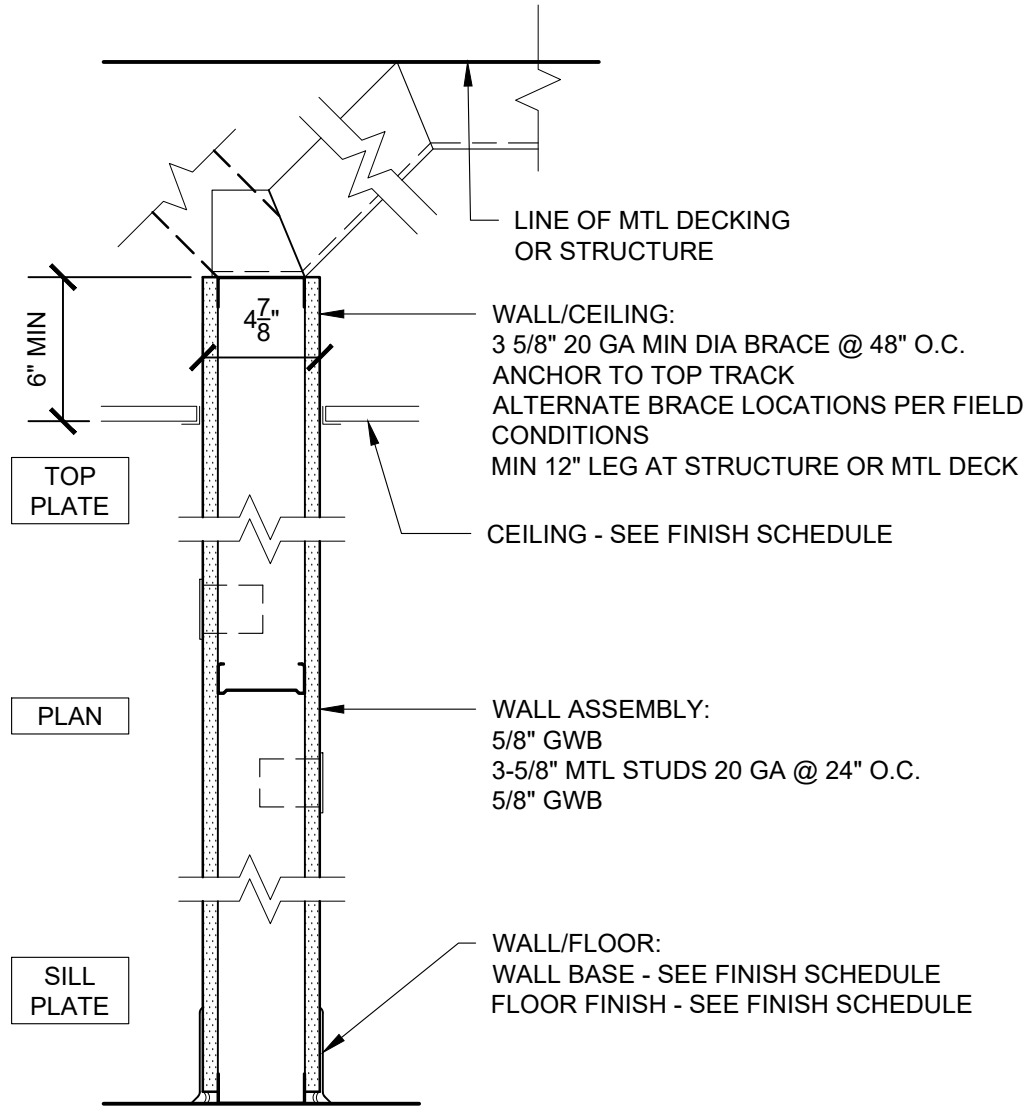
RAWN BY: SLK  
CHECKED BY: SLK  
DATE: AUG 19 2003  
PROJECT#: 19

SHEET NUMBER  
C-2  
OF: 6

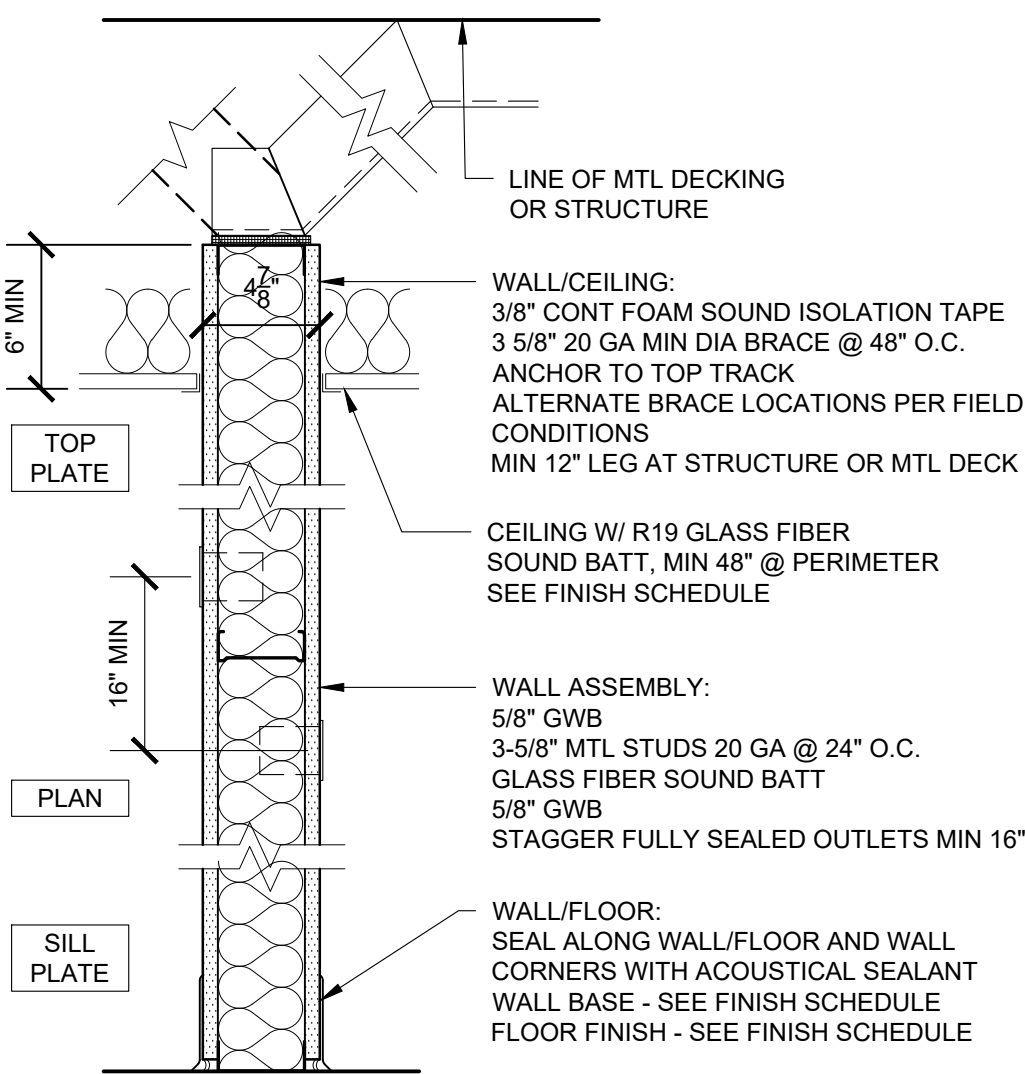




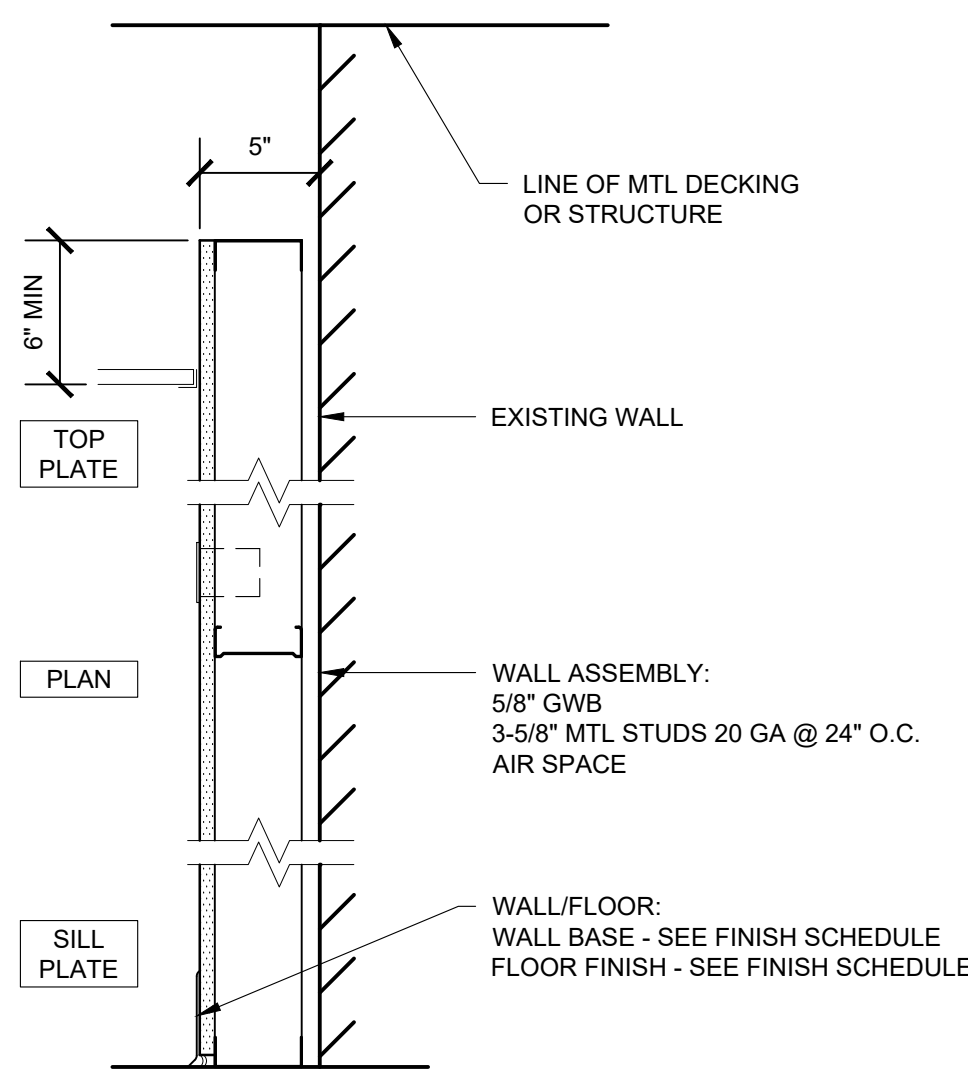
TYP WALL TYPES



- NOTES:
1. P1 IS TYPICAL FOR NEW WALL TYPE - NOT NOTED ON DRAWING
  2. DOOR SCHEDULE FOR DOOR ACOUSTIC SEPARATION DETAILS
  3. MR GWB AT ALL PLUMBING WALLS



- NOTES:
1. MR GWB AT ALL PLUMBING WALLS



- NOTES:
1. MR GWB AT ALL PLUMBING WALLS

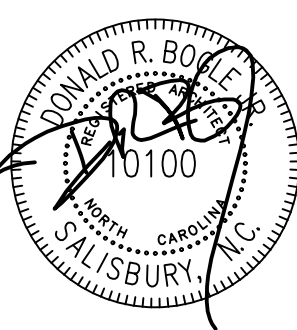
GENERAL NOTES

1. ALL DIMENSIONS ARE FROM FACE OF FRAMING OR CENTER OF OPENING UNLESS NOTED OTHERWISE.
2. DO NOT SCALE THE DRAWINGS. WRITTEN DIMENSIONS SHALL PREVAIL. CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD AND NOTIFY THE ARCHITECT OF ANY CONFLICTS.
3. PARTITION TYPE "P1" IS TYPICAL THROUGHOUT PROJECT, UNLESS NOTED OTHERWISE.
4. CONTRACTOR TO PROVIDE ALL FINISH SAMPLES TO ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION.
5. CONTRACTOR TO PROVIDE ALL SHOP DRAWINGS TO ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION.
6. CONTRACTOR TO COORDINATE WORK WHERE REQUIRED WITH OWNER'S VENDORS.
7. CONTRACTOR TO VERIFY ALL MECHANICAL AND ELECTRICAL EQUIPMENT MEETS REQUIRED CLEARANCE AND ACCESS.

FLOOR PLAN  
WALL TYPES

CLEVELAND  
EMS STATION

203 SCHOOL ST  
CLEVELAND NC



DRAWN BY: EKT  
CHECKED BY: DRB  
DATE: AUG 2019  
PROJECT #: 1902

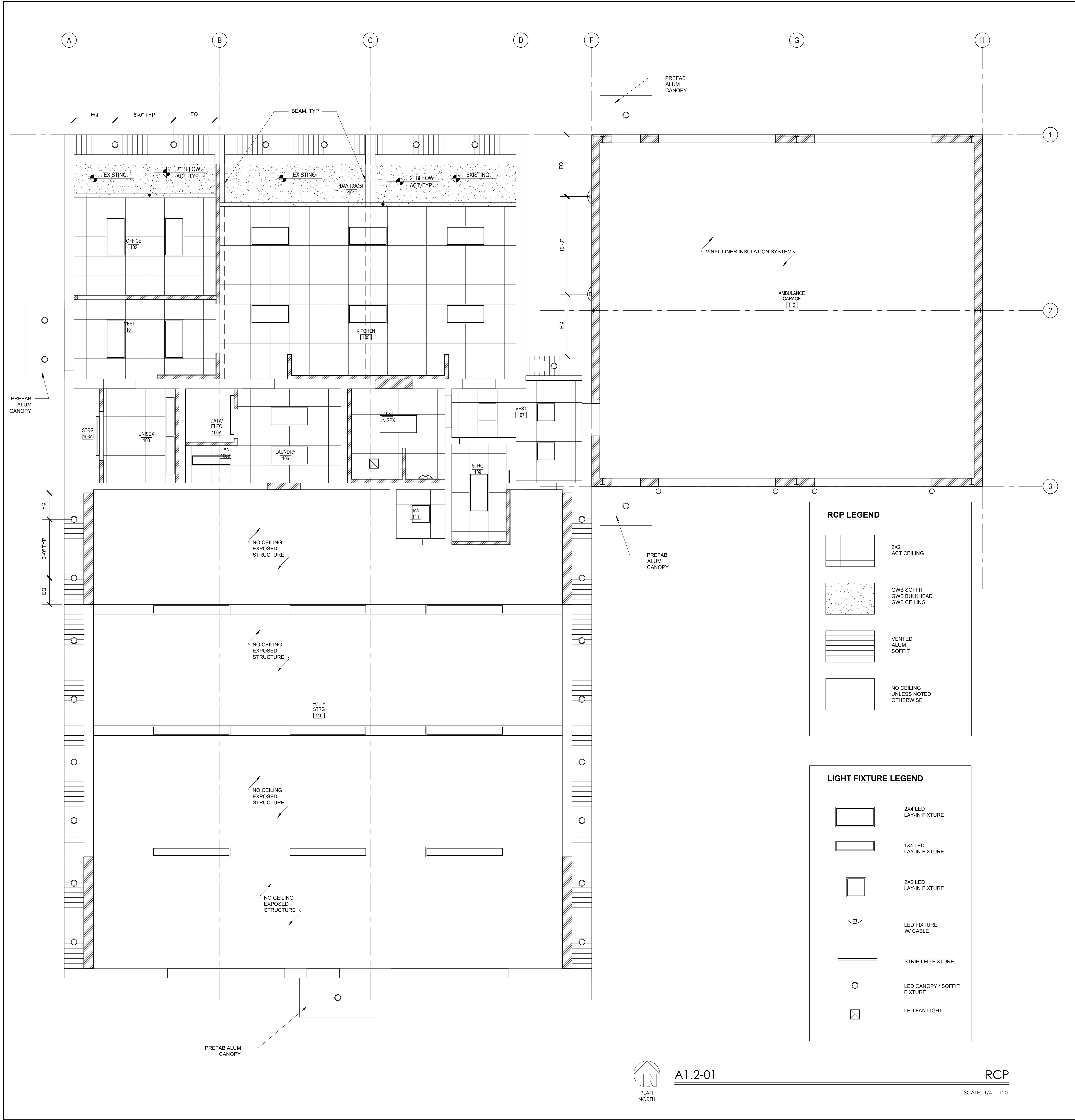
SHEET NUMBER  
**A1.1**  
OF: 16



A1.1-01

FLOOR PLAN

SCALE: 1/4" = 1'-0"



RCP / ELEC GENERAL NOTES

1. REFER TO STANDARD MOUNTING HEIGHTS FOR SWITCHES AND OUTLETS.
2. WHEREVER POSSIBLE, CENTER ALL EQUIPMENT ON ADJACENT ARCHITECTURAL FEATURES.
3. RCP ARE FOR REFERENCE AND PLACEMENT ONLY. SEE ELECTRICAL DRAWINGS FOR FIXTURE COUNT AND SWITCHING.
4. SEE EXT ELEVATION FOR EXTERIOR LIGHTING.
5. ALL CEILINGS TO BE 10'-0" AFF, UNLESS OTHERWISE NOTED IN FINISH SCHEDULE.
6. CONTRACTOR TO VERIFY ALL CEILING CONDITIONS PRIOR TO INSTALLATION. NOTIFY ARCHITECT OF ANY CONFLICTS.
7. CONTRACTOR TO FIELD COORDINATE ALL OUTLET / SWITCH LOCATIONS PRIOR TO ROUGH IN.
8. AT COUNTERS PLACE OUTLETS AND SWITCHES 4" ABOVE COUNTERTOPS OR BACK SPLASH, IF PRESENT.

the

**BOGLE**

FIRM

ARCHITECTURE

100 W. INNES ST  
SUITE 200-A  
SALISBURY, NC 28144

pete@boglefirm.com

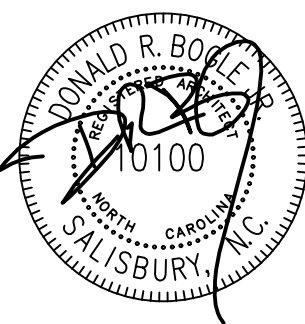
www.boglefirm.com

704.213.4553

PUBLICATION OR REUSE OF THESE DRAWINGS OR ANY INCLUDED DETAILS MUST BE WITH THE WRITTEN CONSENT OF THE FIRM'S PRINCIPAL ARCHITECT.

RCP

CLEVELAND  
EMS STATION  
203 SCHOOL ST  
CLEVELAND NC



DRAWN BY: EKT  
CHECKED BY: DR8  
DATE: AUG 2019  
PROJECT #: 1902

SHEET NUMBER  
**A1.2**  
OF: 16



A1.2-01

RCP

SCALE: 1/4" = 1'-0"





**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** County Manager Aaron Church  
**DATE:** September 24, 2019  
**SUBJECT:** Agreement With ADW Architects for AG Center and Meeting Hall

---

**ATTACHMENTS:**

**Description**

ADW Architects

**Upload Date**

10/1/2019

**Type**

Cover Memo



# AIA® Document B101™ – 2017

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the **First** day of **October** in the year **Two Thousand and Nineteen** (revised)

*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

**Rowan County**  
**130 West Innes Street**  
**Salisbury, NC 28144**

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

**ADW Architects**  
**2815 Coliseum Center Drive, Suite 500**  
**Charlotte, NC 28217**

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

**West End Plaza -- Phase III**  
**Rowan County AG Center & Meeting Hall**  
**Adaptive reuse of a portion of West End Plaza Belk Building and adjacent space.**  
**Project #19006**

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

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

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

## TABLE OF ARTICLES

1	INITIAL INFORMATION
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13	SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

See Exhibit A - Work Letter

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

See Exhibit A - Work Letter

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

**Estimated at \$17,900,000.00 including all alternates but not including Owner's contingency, Owner's soft cost, FF & E, and Designer's fees.**

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

Int.

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User Notes:

(1228421227)



- .1 Design phase milestone dates, if any:

TBD

- .2 Construction commencement date:

TBD

- .3 Substantial Completion date or dates:

TBD

- .4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:  
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

**Competitive Bid**

*(Paragraphs deleted)*

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:  
*(List name, address, and other contact information.)*

TBD

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
*(List name, address, and other contact information.)*

TBD

§ 1.1.9 The Owner shall retain the following consultants and contractors:  
*(List name, legal status, address, and other contact information.)*

- .1 Geotechnical Engineer:

TBD

- .2 Surveyor:

TBD

- .3 Other, if any: **IT Department Representative**  
*(List any other consultants and contractors retained by the Owner.)*

TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address, and other contact information.)*

**Robert J. Lauer Jr. – blauer@adwarchitects.com**  
**Phillip Steele – psteele@adwarchitects.com**

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**Both at:**

**2815 Coliseum Center Drive  
Suite 500  
Charlotte, NC 28217  
704.379.1919**

**§ 1.1.11** The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
*(List name, legal status, address, and other contact information.)*

**§ 1.1.11.1** Consultants retained under Basic Services:

**.1** Structural Engineer:

**Fitzpatrick Engineering Group  
Doug Fitzpatrick – dfitzpatrick@fegstructural.com  
19520 West Catawba Avenue, Suite 311  
Cornelius, NC 28031  
704.987.9114**

**.2** Mechanical Engineer:

**S. E. Collins Consulting Engineers  
Sam Collins – scollins@scollinseng.com  
1817 E. Innes Street, Suite 201  
Salisbury, NC 28146  
704.638.6337**

**.3** Electrical Engineer:

**S. E. Collins Consulting Engineers  
Sam Collins – scollins@scollinseng.com  
1817 E. Innes Street, Suite 201  
Salisbury, NC 28146  
704.638.6337**

**.4** Civil Engineering & Landscaping:

**Benesch  
Wesley Sherrill – wsherrill@benesch.com  
2359 Perimeter Point Parkway, Suite 350  
Charlotte, NC 28208  
704.521.9880**

**§ 1.1.11.2** Consultants retained under Supplemental Services:

**1. AV Consultant:**

**AE Global Media  
Donnie Haulk  
2540 Beltway Boulevard  
Charlotte, NC 28214  
800.467.3709**

**2. Kitchen Consultant:**

**Herbin Design**

Init.

Ralph Herbin – ralph@herbin.com  
7525 Dorn Circle  
Charlotte, NC 28212

3. Professional Cost Estimator:

RM Rutherford & Associates  
Richard Rutherford – rrutherford@rmrassoc.com  
3328 Mill Pond Road  
Charlotte, NC 28226  
704.556.9725

§ 1.1.12 Other Initial Information on which the Agreement is based:

**Intercom, telecom, IT and Security Systems designs are not included and shall be provided by Owner's vendors or departmental entities.**

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

**§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000 ) for each occurrence and Two Million Dollars (\$ 2,000,000 ) in the aggregate for bodily injury and property damage.**

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User Notes:

(1228421227)

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than **One Million Dollars (\$ 1,000,000 )** per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than **One Million Dollars (\$ 1,000,000 )** each accident, **One Million Dollars (\$ 1,000,000 )** each employee, and **One Million Dollars (\$ 1,000,000 )** policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than **Two Million Dollars (\$ 2,000,000 )** per claim and **Two Million Dollars (\$ 2,000,000 )** in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

### **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

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**§ 3.1.5** The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

**§ 3.1.6** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### **§ 3.2 Schematic Design Phase Services**

**§ 3.2.1** The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

**§ 3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**§ 3.2.3** The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

**§ 3.2.4** Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

**§ 3.2.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**§ 3.2.5.1** The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

**§ 3.2.5.2** The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

**§ 3.2.6** The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.2.7** The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### **§ 3.3 Design Development Phase Services**

**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

**§ 3.3.2** The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

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**§ 3.3.3** The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

#### **§ 3.4 Construction Documents Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

**§ 3.4.4** The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

#### **§ 3.5 Procurement Phase Services**

##### **§ 3.5.1 General**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

##### **§ 3.5.2 Competitive Bidding**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

**§ 3.5.2.3** If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

##### **§ 3.5.3 Negotiated Proposals**

**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

**§ 3.5.3.2** The Architect shall assist the Owner in obtaining proposals by:



- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

**§ 3.5.3.3** If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

## **§ 3.6 Construction Phase Services**

### **§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### **§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations

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and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

**§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

**§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information.

Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### **§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work.

#### **§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

**§ 3.6.6.3** When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

**§ 3.6.6.4** The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

**§ 3.6.6.5** Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

### **ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

#### **§ 4.1 Supplemental Services**

**§ 4.1.1** The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

<b>Supplemental Services</b>	<b>Responsibility (Architect, Owner, or not provided)</b>
§ 4.1.1.1 Programming	<b>Provided Under Previous Agreement</b>
§ 4.1.1.2 Multiple preliminary designs	<b>Provided Under Previous Agreement</b>
§ 4.1.1.3 Measured drawings	<b>Architect &amp; Owner</b>
§ 4.1.1.4 Existing facilities surveys	<b>Not Provided</b>
§ 4.1.1.5 Site evaluation and planning	<b>Not Provided</b>
§ 4.1.1.6 Building Information Model management responsibilities	<b>Not Provided</b>
§ 4.1.1.7 Development of Building Information Models for post construction use	<b>Not Provided</b>
§ 4.1.1.8 Civil engineering	<b>Architect</b>
§ 4.1.1.9 Landscape design	<b>Architect</b>
§ 4.1.1.10 Architectural interior design	<b>Architect (See 4.1.2.1 below)</b>
§ 4.1.1.11 Value analysis	<b>Not Provided</b>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<b>Not Provided</b>
§ 4.1.1.13 On-site project representation	<b>Not Provided</b>
§ 4.1.1.14 Conformed documents for construction	<b>Not Provided</b>
§ 4.1.1.15 As-designed record drawings	<b>Not Provided</b>
§ 4.1.1.16 As-constructed record drawings	<b>Not Provided</b>
§ 4.1.1.17 Post-occupancy evaluation	<b>Not Provided</b>
§ 4.1.1.18 Facility support services	<b>Not Provided</b>
§ 4.1.1.19 Tenant-related services	<b>Not Provided</b>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<b>Not Provided</b>
§ 4.1.1.21 Telecommunications/data design	<b>Not Provided</b>
§ 4.1.1.22 Security evaluation and planning	<b>Not Provided</b>
§ 4.1.1.23 Commissioning	<b>Not Provided</b>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<b>Not Provided</b>
§ 4.1.1.25 Fast-track design services	<b>Not Provided</b>
§ 4.1.1.26 Multiple bid packages	<b>Not Provided</b>
§ 4.1.1.27 Historic preservation	<b>Not Provided</b>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<b>Not Provided</b>
§ 4.1.1.29 Other services provided by specialty Consultants	<b>Architect (See 4.1.2.2 below)</b>
§ 4.1.1.30 Other Supplemental Services	<b>Architect (See 4.1.2.2 below)</b>
§ 4.1.1.31 LEED Design process as prescribed by the USGBC	<b>Not Provided</b>

#### § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

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**1. Measured drawings are provided by Owner in the form of old drawings of the existing building, although not complete. Architect shall use these drawings to verify existing conditions.**

**2. Architectural Interior Design is a part of Base Services and includes selection of Materials, Finishes & Color for Walls, Ceilings, and Floors.**

**§ 4.1.2.2** A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

**1. AV Design Consultant**

**2. Warming Kitchen Design Consultant**

**§ 4.1.3** If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

#### **§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

**§ 4.2.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1** Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2** Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3** Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4** Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5** Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6** Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7** Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8** Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9** Evaluation of the qualifications of entities providing bids or proposals;
- .10** Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11** Assistance to the Initial Decision Maker, if other than the Architect.

**§ 4.2.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

**§ 4.2.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 **Two ( 2 )** reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 **Thirty ( 30 )** visits to the site by the Architect during construction
- .3 **Two ( 2 )** inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 **One ( 1 )** inspections for any portion of the Work to determine final completion.

**§ 4.2.4** Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

**§ 4.2.5** If the services covered by this Agreement have not been completed within **Twenty-four ( 24 )** months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## **ARTICLE 5 OWNER'S RESPONSIBILITIES**

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

**§ 5.2** The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 5.3** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

**§ 5.4** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the

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Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

**§ 6.3** In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

**§ 6.4** If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

**§ 6.5** If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

**§ 6.6** If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

**§ 6.7** If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the

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Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

**§ 7.5** Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### **§ 8.2 Mediation**

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:  
(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction in Rowan County
- ☐ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

#### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

**.1 Termination Fee:**

N/A

**.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:**

**Mutually Agreed Upon Lump Sum**

**§ 9.8** Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

**§ 9.9** The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

**ARTICLE 10 MISCELLANEOUS PROVISIONS**

**§ 10.1** This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

**§ 10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

**§ 10.3** The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

**§ 10.4** If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

**§ 10.5** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

**§ 10.6** Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

**§ 10.7** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

**§ 10.8** If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

Init.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum: **\$1,208,250.00**

**Based on 6.75% of total estimated cost of work, including the 3 alternates. If one or all of the alternates are not taken and therefore reduces the cost of work, a discounted fee for the Construction Administration Phase of the project shall be negotiated.**

**(See Exhibit A – Work Letter)**

- .2 Percentage Basis  
(Insert percentage value)  
N/A

( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other  
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

**Based on rates listed on Exhibit A – Work Letter**

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

**Based on rates listed on Exhibit A – Work Letter**

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus **Zero percent ( 0%)**, or as follows:

*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

Init.



§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	<b>Fifteen</b>	percent (	<b>15</b>	%)
Design Development Phase	<b>Fifteen</b>	percent (	<b>15</b>	%)
Construction Documents Phase	<b>Forty</b>	percent (	<b>40</b>	%)
Procurement Phase	<b>Five</b>	percent (	<b>5</b>	%)
Construction Phase	<b>Twenty-Five</b>	percent (	<b>25</b>	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	<b>100</b>	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

**Based on rates listed on Exhibit A – Work Letter**

*(Table deleted)*

**§ 11.8 Compensation for Reimbursable Expenses**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

*(Paragraphs deleted)*

- .1 Permitting and other fees required by authorities having jurisdiction over the Project;
- .2 Printing, reproductions, plots, and standard form documents;
- .3 Postage, handling, and delivery;
- .4 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .5 Physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .6 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .7 All taxes levied on professional services and on reimbursable expenses;
- .8 Site office expenses;
- .9 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .10 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus **Zero** percent ( 0 %) of the expenses incurred.

**§ 11.9 Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

Init.

## Cost of additional coverage

### § 11.10 Payments to the Architect

#### § 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of **Zero (\$ 0 )** shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of **Zero (\$ 0 )** shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

#### § 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid **Thirty ( 30 )** days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

## 5 % Five Percent

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:  
(Include other terms and conditions applicable to this Agreement.)

N/A

## ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

- .2 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

- ☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this agreement.)

- ☒ Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

### Exhibit A – Work Letter

Init.

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:29:49 ET on 10/01/2019 under Order No.3427084154 which expires on 12/07/2019, and is not for resale.  
User Notes:

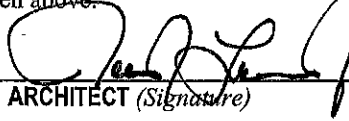
(1228421227)

- .4 Other documents:  
(List other documents, if any, forming part of the Agreement.)

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

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
(Printed name and title)

  
\_\_\_\_\_  
ARCHITECT (Signature)

**Robert J. Lauer, Jr., AIA**  
**Managing Principal**

\_\_\_\_\_  
(Printed name, title, and license number, if required)

Init.

/

September 16, 2019 (revised)

**EXHIBIT A – Work Letter**

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

**Re: West End Plaza Phase III – Adaptive Reuse for  
Agricultural Center & Meeting Hall**

We are pleased to submit this proposal for Architectural and Engineering services related to the adaptive reuse of a portion of the West End Plaza including the former Belk space and adjacent tenant spaces. The project scope is as follows:

1. Design, bid and construct interior and exterior renovations of the West End Plaza in the old Belk Building and adjacent space. Exterior of the buildings to include keeping the existing Belk entries, new window openings for the offices and pre-function spaces and the site preparation behind the Belk for demonstration gardens and accessory buildings.
2. The design is for Cooperative Extension, Forestry and Soil & Water and the Agriculture Meeting Center.
3. The interior should not exceed \$15 Million including Fixtures, Furniture and Equipment as well as Design fees.
4. The exterior should have at a minimum 3 bid alternates: (a) Exterior Building Façade of the Belk Building, (b) Parking Lot and Landscaping on all three sides of the Belk Building, and (c) Exterior building façade and parking and Landscaping of the area between the Belk Building and the JC Penney Building.

ADW's services and fees for the entire project scope including alternates are as follows shall include:

**Schematic Design                      15% of services**

- Review the stated scope of work and project goals as provided in the July 1, 2019 presentation to the County Commissioners and discuss any changes
- Provide preliminary project schedule.
- Physically walk the spaces to verify existing conditions and take measurements and photographs.
- Do a comprehensive code analysis.
- Provide conceptual plans, elevations and 3D sketches to illustrate the design direction for discussion and approvals.
- Provide estimate of construction cost.

**Design Development****15% of services**

- The design development phase will not commence without your final approval of the schematic design package.
- Begin incorporating all Engineering consultants and provide outline systems drawings.
- Provide selections of interior materials and finishes.
- Develop plans suitable for preliminary review with code officials if necessary.
- Provide site development plans, building development plans, elevations and key details, exterior and interior renderings, and updated cost estimate for review and approval by Rowan County.

**Construction Documents****40% of services**

- The construction document phase will not commence without your approval.
- Provide drawings and specifications suitable for permitting, pricing and construction including Architectural, Structural, Mechanical, Electrical, Plumbing, Civil, Landscaping, Lighting, AV and Kitchen design.
- Coordinate with all engineers, and consultants and submit for permitting.
- Respond to any permitting comments and resubmit as necessary.

**Contractor Pricing****5% of services**

- Assist in qualifying contractors.
- Issue documents to contractors for bidding.
- Answer any requests for information by the contractor to assist in bidding.
- Issue addenda if necessary
- Review bid tabulations.
- Assist and advise on any value engineering if necessary.

**Construction Administration Services****25% of services**

- Review and observe construction progress on site once every other week. More often as needed but not to exceed the stated number of visits listed in the AIA B101 – Article 4.2.3
- Provide a written field report with photographs.
- Review and process shop drawings and submittals.
- Respond to contractor RFI's and consult with owner on change requests.
- Issue change directives and process change orders if approved by owner.
- Review payment applications.
- Provide a punch list of unfinished or insufficient work.
- Provide a Certificate of Substantial Completion.

### **Fee for Services and Reimbursable expenses**

(As stated in the AIA B101 Article 11 and calculated as follows)

The A&E services fees shall be a stipulated sum based on 6.75 percent of the estimated cost of work for the base scope of project and the three (3) bid alternates:

1. The **Base Scope** of the project includes all interior work for the Cooperative Extension, Forestry Department, Soil & Water Department, and the Agricultural Meeting Hall. It shall also include modest alterations to the exterior necessary for the interior uses to function correctly and provide site prep for the demonstration gardens and storage buildings. Estimated cost of work is **\$10,600,000**.
2. **Alternate 1** includes exterior alterations to the façade of the Belk building in addition to the base scope such as removal of existing Belk entry features, new entries and canopies, an outdoor covered public space for public assembly and added articulation to the large blank areas of wall to improve the aesthetic of the building to work with the intended use. Estimated cost of work is **\$3,000,000**.
3. **Alternate 2** includes all parking lot and site alterations around the Belk Building to improve vehicular and pedestrian traffic flow for safety and efficiency. It shall also provide for exterior amenities such as an outdoor pavilion/classroom, landscaping, and green space. Estimated cost of work is **\$1,600,000**.
4. **Alternate 3** includes the exterior and parking lot alterations between the Belk Building and the JC Penney Building to match the level of improvements listed in Alternative 1 & 2. Estimated cost of work is **\$2,700,000**.

Total Estimated Cost of Work: **\$17,900,000** (not including FF&E & other soft costs)

**Total A&E Fee:**  $\$17,900,000 \times .0675 = \$1,208,250$  plus reimbursable expenses

The following expenses would be considered reimbursable expenses:

- All drawing printing (process, permitting and construction)
- Project specifications manual printing
- Postage and handling of permitting and bid documents
- Express delivery orders
- Newspaper Ads for bidding
- Printing and mounting off owner requested presentation drawings
- All permit fees

**Additional Services that could also be provided for additional negotiated fee.**

**See also AIA B101 - Article 4.1.1**

- Sprinkler design drawings and Hydraulic Calculations (usually provided by the contractor)
- Accessory buildings for Cooperative extension and demonstration garden.
- Comprehensive signage details design (usually provided by signage fabricator)
- Security System Design.



- Furniture and accessories selections.
- Office equipment, phone systems and IT design services.
- Photovoltaic panels
- LEED design process as prescribed by the USGBC.
- Life Cycle Cost analysis.
- Traffic impact studies.
- Laser scanned documentation process for recording existing conditions.
- Site Surveys
- Geotechnical investigations and reporting.
- Environmental investigations and reporting.
- Offsite utility improvements.
- Grant Assistance Services.
- Special Inspections.
- Hazardous Material Identification and Abatement
- Building Commissioning.
- Existing Building testing.
- Construction Administration services beyond 14 months from the date of the Owner/Contractor Construction Contract.

Expenses of meals, mileage, and other local travel expenses are included in fee.

Any additional services shall be at cost of the consultant's fee or based on the ADW rates listed below:

#### **ADW Hourly Rates**

Managing Principal	\$200/hr
Sr. Principal	\$150/hr
Principal & Design Director	\$125/hr
Project Manager & CA	\$115/hr
Project Captain	\$100/hr
Designer/Draftsman	\$ 80/hr
Clerical/Administrative	\$ 60/hr

Hourly rates are updated annually.

Sincerely,  
ADW Architects, p.a.



Robert J. Lauer, Jr. AIA  
Managing Principal

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Finance Department  
**DATE:** September 27, 2019  
**SUBJECT:** Approval of Negotiated Bid and Contract for Transportation Management Services

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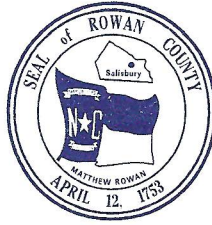
Please see the attached information.

Please accept the negotiated prices and terms associated with the bid received for transportation management services and the related contract with MV Transportation, Inc.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Approval of Bid and Contract for Transportation Management Services	10/1/2019	Backup Material
MV Transportation, Inc. Contract	10/1/2019	Backup Material

Leslie E. Heidrick, CPA  
Assistant County Manager/  
Finance Director



James M. Howden, CPA  
Assistant Finance Director

## Rowan County Finance Department

130 West Innes Street • Salisbury, NC 28144-4326

Telephone 704-216-8170 • FAX 704-216-8110

### MEMORANDUM

**TO:** Rowan County Board of Commissioners  
Aaron Church, County Manager

**FROM:** Leslie E. Heidrick, Assistant County Manager/Finance Director *LEH*  
David Sifford, Purchasing Agent *DS*

**RE:** Approval of Bid and Contract for Transportation Management Services

**DATE:** September 27, 2019

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After due advertisement, proposals to administer transportation management services for the Rowan Transit System (RTS) were received and opened by David Sifford, Purchasing Agent.

The County received only one proposal and it was from our current provider, MV Transportation, Inc. (MV). The bid submitted by MV had a cost per mile charge of \$2.87. For the year ending September 30, 2019, RTS has been paying \$1.99 per mile for these services. Due to the 44 percent increase in cost per mile, the Finance Department and Franklin Barnes, RTS Director, began price and term negotiations with MV. The negotiations resulted in reduced cost per mile charges of \$2.43 for the period October 1, 2019 through November 30, 2019 and \$2.71 for the period December 1, 2019 through June 30, 2020. The original bid amount of \$2.87 per mile will be effective from July 1, 2020 through June 30, 2022. There will be two optional one-year terms after the initial two-year nine-month term. For budget planning purposes, the contract terms are being adjusted to coincide with the County's fiscal year end. MV's original bid is attached. The complete bid package is on file in the Finance Department.

With the cost per mile increases proposed above, RTS will need to decrease transportation services by traveling fewer miles and/or request additional funding from the County and other local governments and organizations.

**Staff's Recommendation:** It is the recommendation of the RTS and the Finance Department that the Board of Commissioners accepts the negotiated prices and terms detailed above and approves the attached transportation management services contract with MV Transportation, Inc.

Equal Opportunity Employer



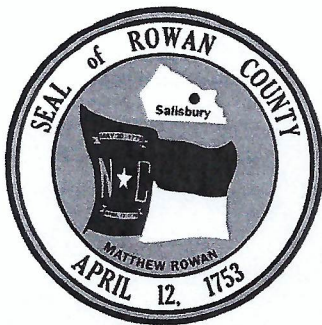
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# Management, Operation, and Maintenance of a Coordinated Transportation System

Rowan Area Transit System

RTS Project No. 01-CT-038

## Cost Proposal



**ROWAN  
TRANSIT  
SYSTEM**  
*Be an original.*

**ORIGINAL**

Submitted To:    Submitted By:

<b>Rowan Transit System</b>	<b>MV Transportation, Inc.</b>
J. Newton Cohen, Sr.	2711 N Haskell Ave
Rowan County Administration Building	Suite 1500, LB-2
130 West Innes Street	Dallas, TX 75204
Salisbury, NC 28146	p: 972.391.4600
p: 704.216.8888	www.mvtransit.com

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*MV Transportation, Inc. is a federal contractor or subcontractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60; 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 and/or 60-300; and 29 CFR Part 471, Appendix A. MV is an Equal Employment Opportunity/Affirmative Action Employer.*

## Confidentiality Statement

*As a privately-held company, many aspects of MV's business is considered confidential. The proposal contained herein offers details regarding our proposed operating plan for the Rowan Area Transit System and includes operating procedures, management candidates, and innovative approaches that our Board of Directors considers Confidential and/or Trade Secrets.*

*MV considers its pricing information confidential and has therefore indicated so on the separately sealed envelope.*





## 2019 ROWAN COUNTY OFFICIAL PRICE PROPOSAL FORM

**I hereby swear (or affirm) under the penalty of perjury:**

1. That I am the respondent (if an individual), a partner in the proposing firm (if a partnership), or an officer or employee of the respondent having corporation authority to bind the company to any contract arising from this procurement.
2. That the price proposal has been arrived at, independently and is submitted without collusion, and without any agreement, understanding or planned common course of action with any other vendor [of materials, supplies, equipment or services described in the Rowan RFP] designed to limit independent bidding or competition.
3. That I have read the Request for Proposal [and related attachments] and fully understand the requirements outlined therein and this price proposal has been prepared to reflect all elements of the scope of work.
4. The price proposal is binding on the respondent from the date of submission for a period of ninety [90] days.

**Major Provisions of the Price Proposal:**

Rowan County is requesting a "Cost Per Mile" rate based upon the following provisions:

- ⇒ Full compliance with the Rowan County scope of work, standards, and specifications set forth in the RFP and all other applicable rules and regulations from the NCDOT and FTA administration.
- ⇒ Estimated annual miles are 650,000. If the actual annual mileage deviates by greater than or less than 10% the Vendor or County may request an adjustment in the rate per mile charges. The mileage assessment is to be reviewed in the twelfth month and if necessary rate per mile charges can be adjusted accordingly.
- ⇒ RTS provisions in the agreement with the Vendor:
  - Fuel Cards with monthly statements charged to the Vendor [less federal & state taxes]
  - Office space
  - Office utilities including water, telephone, and heating & cooling
  - Fleet mobile radio communications including dispatching equipment
  - Secure fleet and employee parking location at the school bus garage facility
  - RTS staff assistance with monitoring, and system safety plan implementation
  - Insurance reimbursement for actual documented costs up to \$19,200.
  - Driver of the month gift certificate for \$25.00
  - Leasing agreement for a fleet up to the maximum of 28 vehicles
- ⇒ Minimum pay for new drivers is expected to be \$8.50; no decrease in wages permitted for tenured drivers
- ⇒ Preventive maintenance must be performed within the specification limits published by the manufacturer.
- ⇒ Office must be open Monday –Friday from 5:00 AM to 7:00 PM with exception of 12 County Holidays
- ⇒ Requirement of 1 full time General Manager plus the equivalent of 2 full time dispatchers between 7 AM & 4 PM
- ⇒ Three-year contract with the option of non-competitively negotiating renewal of the agreement for two additional one-year periods subject to satisfactory performance.
- ⇒ Vendor Proposal is an integral part of this price proposal but subordinate to County RFP & contract provisions.

**The Cost per Mile Proposal: Beginning:** October 1, 2019 and ending September 30, 2020

**In consideration of the above provisions the Respondent cost per mile proposal is:** \$ 2.87

Respondent must provide Certificate of Insurance to verify liability limits, cost, & vehicles covered & deductible amounts.  
The base rate fuel adjustment clause is based upon \$3.25 per gallon. The half cent plus or minus is based upon increments of five cents.

Signature: Dorothea DePrisco

Title: Assistant Corporate Secretary

Print Name: Dorothea DePrisco

Date: August 13, 2019

Company Name: MV Transportation, Inc.

Telephone Number 631.745.5960

Address : 2711 N. Haskell Ave, Suite 1500 LB-2, Dallas TX 75204

Alternate contact: Carl Sajous, Director

Telephone Number 631.745.5960



## RTS Transportation Services Contract

**Rowan County and MV Transportation, Inc.**

### **CONTRACT FOR TRANSPORTATION SERVICES**

This contract is made and entered into this \_\_\_\_ day of October, 2019, by and between **Rowan County** on behalf of Rowan Transit System (hereinafter referred to as "the County" or "RTS"), and **MV Transportation, Inc.** [hereinafter referred to as "MV" or "the Contractor"], whose official representatives and contacts are as follows:

**For Rowan County and RTS**  
Aaron Church, County Manager  
130 West Innes St.  
Salisbury, NC 28144  
Telephone: (704) 216-8180  
Cell: (704) 213-8369

**For MV Transportation, Inc.**  
Steven Trinkle

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### **WITNESSETH:**

**Whereas**, RTS issued a Request for Proposals ("RFP") on July 11, 2019, seeking a professional management company for its community transportation system, and

**Whereas**, MV responded by presenting RTS with its proposal dated August 15, 2019, and

**Whereas**, RTS desires to purchase transportation services at a coordinated and economical rate per mile, under the terms and conditions set forth herein; and

**Whereas**, MV desires to provide such transportation services and to enter into this contract under the terms and conditions set forth herein; and

**Whereas**, RTS and MV mutually desire to enter into a flexible agreement under which they can work together to maximize service quality and system efficiency; and to explore innovative funding and contracting mechanisms; with the mutual goals of establishing new transportation services and expanding mobility choices within the community;

**NOW, THEREFORE**, in consideration of the mutual agreement, the following articles are set forth:

## **RTS Transportation Services Contract**

### **ARTICLE I. MV'S DUTIES AND OBLIGATIONS:**

- A. MV will fully comply with the North Carolina Department of Transportation (NCDOT) Vehicle Lease Agreement, which is attached and fully incorporated into this contract by reference.
- B. MV shall manage and operate the transportation system throughout the term of this contract under the overall direction of the County and the RTS Advisory Committee. Managing and operating the system is understood to include: employing staff and drivers; maintaining, scheduling, and dispatching vehicles; providing all types of insurance required; maintaining financial and operating records; coordinating, scheduling and providing high-quality and efficient transportation services; and all other requirements of the RFP's Scope of Work.
- C. MV will assign vehicles first and foremost to serve core group agencies in the usual and customary manner as described in the RTS Community Transportation Services Plan. Additional capacity of the fleet may then be assigned to occasional and diverse requests of other community agencies when approved by the RTS administration.
- D. MV shall assist the RTS administration in overall system planning activities that may include: developing and promoting new services; exploring alternative funding; initiating public outreach efforts; and preparing grant applications and other operating reports that must be submitted to NCDOT.
- E. MV's General Manager and staff will participate in the County's Emergency Management drills to ensure RTS system fleet is responsive to the needs of the community in times of crisis.
- F. MV shall recruit, hire, train, supervise and manage qualified personnel, including but not limited to drivers, dispatchers and a General Manager to provide daily transportation services for the RTS. MV must implement employee salaries and benefits as specified in its Proposal and as adjusted in Article 1.U.1. MV agrees to notify RTS whenever there is any change in the structure of wages and benefits.
- G. MV will lease up to 30 vehicles for the sum of \$1.00 per vehicle per year utilizing a separate Vehicle Lease Agreement as approved by the North Carolina Department of Transportation - Public Transportation Division (NCDOT – PTD).
- H. MV will utilize an operating facility provided by RTS at no cost. However, MV must maintain adequate security measures to protect and safeguard the facility, including locking doors when unoccupied and insuring or self-insuring the business property within.



## **RTS Transportation Services Contract**

- I. MV shall use RTS vehicles, equipment and operating facility exclusively for RTS public transportation services.
- J. MV shall be responsible for all warranty work, maintenance and mechanical repairs of each vehicle up to 115,000 miles for lift vans, mini-vans and center-isle vans, and 145,000 miles for Light Transit Vehicles, or when it is eligible for replacement under NCDOT standards for the vehicle's model year. After vehicles are replacement eligible, MV is responsible for payment of the first \$500 of each major repair expense and RTS will cover the balance on pre-authorized repairs. General maintenance and minor repair items may not be included in the major repair invoice and remain the responsibility of MV.
- K. MV assures the County that it will follow all of the vehicle manufacturer's specifications with respect to maintaining the vehicle. In particular, all warranty work must be performed by a certified mechanic at an authorized dealership.
- L. MV and the County shall perform a joint transition fleet inspection prior to the renewal of the current contract. Any vehicle defects that are considered to be more than normal wear and tear must be corrected and any missing equipment will be replaced at the sole expense of MV. A similar joint inspection shall be performed thirty days prior to the end of the contract, and MV shall be given the opportunity to repair any vehicle defects identified at that time that are beyond normal wear and tear. The County reserves the right to reasonably withhold some or all of MV's final payment until such time as the vehicles are returned in acceptable condition, or until a suitable amount is negotiated to cover any needed repairs.
- M. For fleet maintenance services, MV may use any or all three of the following sources for preventative maintenance, minor repairs and body work: [1] the City of Salisbury garage, [2] local dealerships, and [3] independent garages.
- N. MV will purchase fuel for the RTS vehicles through the County's contract with WEX. MV will be billed monthly for the fuel charges, which must be reimbursed to the County within thirty (30) days of receipt of the County's invoice.
- O. In the event that MV's payment is delayed more than 30 days after receipt of an invoice from the County for fuel charges or maintenance expenses for work performed by the City of Salisbury, the County may withhold equal amounts of invoices billed by MV until such time as the fuel and maintenance reimbursements are received.
- P. The MV "rate per mile" charges will be adjusted monthly based upon the average wholesale fuel costs per gallon. For the purposes of this contract, MV and RTS hereby establish a "benchmark" fuel price of \$3.25 per gallon. For every \$0.05 increment above this benchmark in the actual average fuel price paid during each month, MV's billing rate will increase by \$0.005 per mile for that month. For every \$0.05 increment below this

## RTS Transportation Services Contract

benchmark in the actual average fuel price paid during each month, MV's billing rate will decrease by \$0.005 per mile for that month.

- Q. Fleet insurance shall be procured by MV before commencing work and shall be maintained without interruption for the duration of the contract, in the kinds and amount specified below:

### Worker's Compensation

Worker's Compensation, Unemployment and Disability insurance - as required by law

Employer's Liability insurance - in an amount that equals or exceeds \$500,000

### Comprehensive General Liability

Comprehensive General Liability, including premises operations, independent contractor's protective, products and completed operations, and broad-form property damage shall be maintained as follow:

(1)	Per Person	\$5,000,000.00
	Per Occurrence	\$5,000,000.00
(2)	Property Damage: Per Occurrence	\$500,000.00
(3)	Bodily Injury: Per Person	\$1,000,000.00
	Per Occurrence	\$3,000,000.00

### Comprehensive Automobile Liability: Owned, Non-owned and Hired:

(1)	Bodily Injury: Each Person	\$500,000.00
	Each Occurrence	\$1,000,000.00
(2)	Property Damage: Each Occurrence	\$500,000.00

NOTE: Each policy of insurance shall contain the following clause: "It is agreed that these policies shall not be canceled, nor the coverage reduced, until thirty (30) days after the County shall have received written notice of such cancellation or reduction." These notices shall be sent to the RTS Director.



## RTS Transportation Services Contract

- R. MV agrees to defend, indemnify and hold harmless the County and RTS, from all loss, liability, claims or expenses (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of MV personnel, except to the extent same are caused by the negligence or willful misconduct of RTS personnel.
- S. MV shall invoice the RTS participating agencies for services provided through the RTS system no later than the 5<sup>th</sup> working day following the end of each month. It is understood that the agencies shall pay MV within 30 days of the submission of a correct invoice. It is also understood that the County and RTS will assist with MV's efforts to collect invoiced amounts from the member agencies in a timely manner.
- T. MV shall prepare and submit the following comprehensive monthly and cumulative year to date reports to the RTS Advisory Committee.
- A monthly management summary highlighting system achievements, system goals, identification of significant issues that must be addressed, and information regarding any accidents, incidents, complaints and/or commendations.
- A monthly year-to-date "System Report" on the following performance measures: operating days, number of accounts, fuel consumed, fuel cost, average wholesale cost per gallon, fuel adjustment in rate/mile, total miles, total trips, total hours, average passengers per mile, average passengers per hour, average miles per day, average miles per trip, average cost per mile, average cost per hour, average cost per day, and average cost per trip. All of this information should be presented in a concise **one page** report [very similar to what was reported in the CTS DOS Operating System].
- A monthly statistics report per "billing account" stating the number of operating days, number of trips, total mileage, rate per mile charge, total cost, average cost per trip, average miles per trip and any fares that may have been collected. Grand totals per column must add up to the monthly totals shown on the System Report.
- A year-to-date area report per "billing account" stating the same factors as above, but now reflecting the data for a year-to-date report.
- U. The MV Technical Proposal dated August 15, 2019, in its entirety, is an integral part of this service contract with specific references and/or adjustments made to the following points:
1. New compensation and benefits package for operators/drivers. It is agreed that the new compensation package will be deferred for two months and become effective on December 1, 2019.
  2. The new term for the contract will from October 1, 2019 through June 30, 2022 in order to coincide with the County's fiscal year.

## **RTS Transportation Services Contract**

3. The rate per mile for MV services charged to the County will be \$2.43 from October 1, 2019 through November 30, 2019.
  4. The rate per mile for MV services charged to the County will be \$2.71 from December 1, 2019 through June 30, 2020.
  5. The rate per mile for MV services charged to the County will be \$2.87 from July 1, 2020 through June 30, 2022.
- V. MV shall give same-day notification to RTS staff of all major vehicle accidents, driver citations or passenger incidents/complaints. MV must fully investigate all accidents, passenger injuries and significant service complaints, and file a written report with the RTS Administration within 48 hours of occurrence. MV will endeavor to repair all physical damage to the vehicles within 30 days of occurrence.
- W. MV shall not enter into any third-party covenants relating to this contract without the approval and written consent of RTS. No such consent shall be construed as making RTS a party to such subcontract, or subjecting RTS to liability of any kind to any subcontract. No subcontract if approved, shall under any circumstances, relieve MV of its liability and obligation under this contract.

### **ARTICLE II. RTS'S DUTIES AND OBLIGATIONS:**

- A. RTS shall provide overall direction and administration of the transportation system. RTS will work closely and cooperatively with MV to design and implement the system's policies, services, and contractual and rate structures so as to minimize cost, improve service quality, maximize efficiency and meet the system's goals of expanding transportation options within the community.
- B. RTS will provide the following free accommodations for MV's transit operations: office space for personnel, all utilities for the office, secured parking areas for the fleet and employees, telephone network, fleet radio system and a high-speed printer. RTS will be solely responsible for the design, installation and maintenance of any bus stops, passenger shelters or any other passenger facilities, if any.
- C. RTS shall provide a sufficient number of vehicles to operate the demands of the system and will lease these vans to MV at the rate of One Dollar (\$1.00) per van, per year.
- D. RTS will apply for replacement vehicles as each vehicle reaches NCDOT's minimum threshold for replacement. It is understood that all replacement vehicle requests are conditional upon NCDOT's approval of the capital budget.



## **RTS Transportation Services Contract**

### **ARTICLE III. TERMS OF CONTRACT:**

- A. In addition to this contract, the following documents are incorporated herein by reference and made a part hereof: (1) the NCDOT Vehicle Lease Agreement [attached], ((2) this contract), (3) the Rowan County Request For Proposals (RFP), (4) the Addendum issued after the pre-proposal meeting, and (5) the MV Management and Cost Proposal. If there are any material conflicts in the information provided, then the order of precedence for resolving any problems shall be addressed in the same sequence of importance. Following the execution of this contract, any written modifications and amendments signed by both parties will take precedence over the documents listed above.
- B. The estimated mileage to be purchased by RTS is 650,000 in the first 12 months. If the actual mileage deviates by greater than or less than 10% in the 12<sup>th</sup> month, the County or MV may request an adjustment in the rate per mile charge in the upcoming contract period.
- C. The first contract period will begin on October 1, 2019 and extend through June 30, 2020. The base rate per mile from October 1, 2019 through November 30, 2019 is \$2.43 per mile. The base rate per mile from December 1, 2019 through June 30, 2020 is \$2.71 per mile. The second contract period will begin on July 1, 2020 and extend through June 30, 2022. The base rate per mile charge for this period is \$2.87 per mile.
- D. After the second contract period, this agreement will automatically renew for two additional one-year terms with the same operating conditions and base rate per mile as the second contract period unless written notice is given by either organization ninety (90) days or more prior to the period end. If rate changes are proposed and are greater than the rate of inflation, the County is under no obligation to continue the contract.

### **ARTICLE IV. MISCELLANEOUS PROVISIONS:**

- A. This Contract is executed and is to be performed in the State of North Carolina and all questions of interpretation and construction shall be construed by the laws of this State.
- B. If one section of this Contract is found to be improper or legally unenforceable, the remaining sections are still applicable and are intended to stand without the offending section.
- C. This Contract is contingent upon the availability of federal, State and/or County funding, along with any other terms and conditions that are placed upon the awarding of grant funds.



## **RTS Transportation Services Contract**

### **D. Termination:**

1. This Contract may be terminated by either party upon ninety (90) days written notice with or without cause. If either party shall willfully violate any of the covenants or duties imposed upon it by this Contract, such willful violation shall entitle the other party to terminate this Contract. The party desiring to terminate for such cause shall give the offending party at least thirty (30) days written notice to remedy the violation. If at the end of such time the party notified has not removed the cause of complaint or remedied the purported violation, then this Contract shall be deemed terminated.
2. In the event of any termination, RTS shall pay the agreed rate only for services delivered up to the date of termination and RTS has no obligation to pay MV for services of any kind rendered or to be rendered after the effective date of termination. MV shall deliver all records, equipment and materials to RTS within ten days of the effective date of termination. This requirement specifically includes electronic files pertaining to the system's passengers, routes, billing history and eligibility status - as such data are recognized to be RTS property.
3. All written notices and communications under this Contract shall be mailed, emailed or delivered with following confirmation to RTS and MV at the addresses noted above. Either RTS or MV may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

E. Appeal Procedures: Any formal dispute and/or appeal concerning a question of fact arising under this Contract shall be identified in writing by either party, and submitted to the Rowan County Manager. The County Manager will then give a decision or recommended action to the administrative officials of this Contract. The decision of the County Manager is final, unless MV files a written appeal to the Rowan County Board of Commissioners within twenty [20] days of receipt of such decision. The request for an appeal shall state the exact nature of the complaint. The decision of the Board of Commissioners is final, unless MV files a written appeal to the NCDOT.

F. Amendments or changes to this Contract shall be submitted in writing and will become a part of this contract when agreed upon by both parties and adopted by the RTS Board in a duly called public meeting.

G. All certifications and assurances required by the NCDOT - PTD and the Federal Transit Administration, as outlined in the Vehicle Lease Agreement, the RFP or the Contractor's Proposal, and as may be amended in the future, are hereby included as part of this Contract and made applicable thereto. These include Federal Drug and Alcohol testing program requirements, Buy America provisions, Non-collusion certifications, Equal Employment/Anti-Discrimination provisions and other assurances as may be applicable to the expenditure of federal and/or State funds on public transportation programs.



## RTS Transportation Services Contract

- H. Either party shall be excused from performing its obligations under this Contract during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood, or strike; acts of God; acts of the Government; war or civil disorder; violence or the threat thereof; severe weather; commandeering of material, products, plants or facilities by the federal, State, or local government; national fuel shortage; or a rational act or omission by the other party, when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is beyond the reasonable control of, and is not due to the fault or negligence of, the party not performing.
- I. The Contractor acknowledges that Rowan County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Rowan County's obligations under this Contract, then this Contract shall automatically expire without penalty to Rowan County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Rowan County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

This Contract and the attachment and documents identified herein constitute the entire agreement between the parties.

### ACKNOWLEDGEMENT:

As signatories to this Contract, the County and MV do mutually agree to abide by the terms of this Contract, and do hereby execute this Contract as of the date first above written.

**For Rowan County and RTS**

**For MV Transportation, Inc.**

\_\_\_\_\_  
Aaron Church, County Manager

\_\_\_\_\_  
Steven Trinkle, \_\_\_\_\_

***THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.***

\_\_\_\_\_  
***Rowan County Finance Director***

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Carolyn Barger, Clerk to the Board  
**DATE:** September 19, 2019  
**SUBJECT:** Consider Approval of Board Appointments

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
October Board Appointments	10/1/2019	Cover Memo

**MONTHLY BOARD APPOINTMENTS  
OCTOBER 7, 2019  
COMMISSION MEETING**

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**ATWELL VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONERS**

Kathy Anne Blalock and Jeff Moore applied for appointment for a two-year term that will expire on June 30, 2021.

**HISTORIC LANDMARKS COMMISSION**

Katherine Denise Greene applied to fill a vacancy that will expire on July 31, 2020.

**HOUSING AUTHORITY**

Hattie Johnson applied for reappointment for a five-year term that will expire on September 30, 2024.

**LIBERTY VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONERS**

Timothy Shaver applied for reappointment for a two-year term that will expire on June 30, 2021.

**REGION F AGING ADVISORY COMMITTEE**

Alex Bruce applied to fill a vacancy that will expire on July 31, 2021. Members appointed to the Region F Aging Advisory Committee automatically serve on the HCCBG Committee.

**ROWAN TRANSIT SYSTEM ADVISORY COMMITTEE**

George Benson has resigned from the Committee. The Board is asked to accept the resignation.

**\*\*Please note there remains approximately 53 vacancies on various County Boards.**

## Atwell Township Volunteer Fire Department Fire Commissioners Commission

Name	Date	Boards	Address	Contact	Status
Kathy Anne Blalock	9/8/2019	Atwell Township Volunteer Fire Department Fire Commissioners <a href="#">BoC Meeting</a>	1540 Millbridge Rd China Grove, NC 28023  <b>Resident:</b> Yes <b>Ward/District:</b> Atwell	<b>Phone:</b> 704-706-7882 <b>Email:</b> Kablalock@live.com	<a href="#">Validated</a>
Jeff Moore	9/27/2019	Atwell Township Volunteer Fire Department Fire Commissioners <a href="#">BoC Meeting</a>	3025 Lipe Rd China Gove, NC 28023	<b>Phone:</b> 704-640-8875 <b>Email:</b> smoore138@carolina.rr.com	<a href="#">Validated</a>

## Historic Landmarks Commission Board

Name	Date	Boards	Address	Contact	Status
Katherine Denise Greene	9/17/2019	Historic Landmarks Commission <a href="#">BoC Meeting</a>	704 Cordova Court Salisbury, NC 28146  <b>Resident:</b> Yes <b>Ward/District:</b> Precinct 10 District 33	<b>Phone:</b> 704-603-8016 <b>Email:</b> kdgknitter@gmail.com	<a href="#">Validated</a>

## Housing Authority Board

Name	Date	Boards	Address	Contact	Status
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MS Hattie Johnson	10/1/2019	Housing Authority BoC Meeting	1606 secret garden ct Salisbury, NC 28146  <b>Resident:</b> Yes	<b>Phone:</b> 2146825374 <b>Email:</b> jtuba2006@aol.com	Validated
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## Liberty Volunteer Fire Department Fire Commissioners Board

Name	Date	Boards	Address	Contact	Status
Mr Timothy Joe Shaver	9/9/2019	Liberty Volunteer Fire Department Fire Commissioners BoC Meeting	960 Scout Road Salisbury, NC 28146  <b>Ward/District:</b> West liberty	<b>Phone:</b> 7042022675 <b>Email:</b> timjshaver@gmail.com	Validated

## Region F Aging Advisory Committee Board

Name	Date	Boards	Address	Contact	Status
Alex Bruce	9/30/2019	Region F Aging Advisory Committee BoC Meeting	420 yates rd Salisbury, NC 28146  <b>Resident:</b> Yes	<b>Phone:</b> 9802340272 <b>Email:</b> brucea33@gmail.com	Validated