

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: July 15, 2026

SUBJECT: Vendor Change Order - Henderson County Sports Complex

PRESENTER: Bryan Rhodes, Capital Projects Director
Chris Todd, Assistant County Manager

ATTACHMENTS: Yes

1. Newco Electric Change Order #1, Henderson County Sports Complex Project

SUMMARY OF REQUEST:

The Board is requested to approve the attached Change Order from Newco Electric for the Henderson County Sports Complex Project. The total value of this Change Orders is \$185,675.

BOARD ACTION REQUESTED:

The Board is requested to approve Change Order #1 issued by Newco Electric for the Henderson County Sports Complex Project.

Suggested Motion:

I move the Henderson County Board of Commissioners approve Change Order #1, issued by Newco Electric for the Henderson County Sports Complex Project in the amount of \$185,675.



NC HUB Certified/WBE

PROJECT PROPOSAL

DATE: June 30, 2026

TO: Henderson County, NC

ATTN: Brian Cotton

JOB NAME: Berkeley Mills Park

SCOPE OF WORK: Drill rock for Musco pole foundations and remove rock from trench.

Newco Electric, LLC (herein after called Newco) is pleased to submit this proposal, which includes all labor, equipment, materials, insurance, and taxes (when applicable), unless otherwise specified, per the Scope of Work, Terms and Conditions herein. This proposal is valid for 30 days from the above date.

PROJECT QUANTITIES:

This Proposal cost and schedule is predicated on the following project quantities schedule: Changes in quantities will require a corresponding change in cost and schedule.

PRICING:

Base Proposal for the project is installation of 36” Dia. Shafts, for the below estimated quantities and below scope of work details, and subject to change by the included Unit Prices.

UNIT PRICES:

For adjustment due to greater or lesser depths, only for the locations shown on the plans, the following units will be used to adjust the Base Proposal. Should actual quantities fluctuate from PROPOSAL quantities indicated on project summary schedule by more than 25%, unit prices are subject to adjustment.

ITEM NO: QTY UNIT PRICE

- 1. 1 ea. Mobilization - \$42,000.00**
- 2. Pole foundations per linear foot @ 30” Diameter - \$3,300.00/LF (38.5 total linear feet)**
- 3. Trench rock removal per linear foot - \$175.00/LF (95 total linear feet, includes backfill material)**

Total Cost - \$185,675.00

ADD ALTERNATE PRICING:

The following items can be added to the Base Proposal and included in the Scope of Work.

DELAYS/OBSTRUCTION PRICING:

1. In the event of delay caused by others in the performance of Subcontract work thru no fault of our own, we will be paid at the following rate:

Downtime Hourly Rate \$1,350.00 per HR/per Drill Rig/Air Track Rig. In the event we can move on to a nearby shaft while obstructions are removed by others, this fee will not apply.

2. If we are delayed in the execution of our work by unanticipated natural or manmade obstructions (i.e., old piles, concrete, utilities, etc.), we will be paid at the Obstruction Removal Hourly Rate of **\$1450.00 per HR/per Rig.**

THE PROPOSAL INCLUDES:

1. Rock excavation with air barrel tooling.
2. Having unencumbered workspace and safe working distances from other trades.
3. One mobilization in and out with continuous access to shaft locations per below:

THIS PROPOSAL DOES NOT INCLUDE:

1. Layout, elevations including top of concrete and rebar, lines, and grade stakes, as-builts, and maintaining same. Layout personnel to verify shaft position at 3 critical points; prior to the shaft being opened, before concrete placement, and during concrete placement for rebar cage positioning.
2. Furnish or place concrete or concrete test cylinders.
3. Inspection of drilled shafts or certified shaft report.
4. Natural or man-made obstructions, boulders, or hand excavation.
5. Concrete testing, which may include testing of chloride ion, ASR, alkali silica reactivity, and shrinkage testing.
6. Wet pour methods e.g. with pump truck.
7. Spoil removal from project site (solids or liquids).
8. Furnish and/or place anchor bolts and steel beams.
9. Concrete chipping, forming, or shaping of shaft, keyways, concrete curing, and finishing
10. Cost of any redesign or engineering.
11. Permanent casing left in place due to subsurface conditions. Unit Price provided, as required.
12. Wheel wash station and concrete wash out bin(s).
13. Hot/Cold weather concrete requirements beyond the use of chilled/hot water will be billed at additional cost.
14. Concrete pumping, bucketing or tremie, wet pours or use of slurry.
15. Site restoration/protection.
16. Handling of hazardous or environmentally contaminated materials or water.
17. Crew working on an unsuitable working pad.
18. Stand by or Downtime.
19. Permits.
20. Water discharge permits, site dewatering, sediment control, silt fence or silt containment.
21. Underground utility and telecom locating, marking, relocation and protection.
22. Any noise, vibration, dust, air quality, settlement monitoring or abatement.
23. Bond if required (1.1%).
24. Consideration for liquidated or consequential damages, or waiver of subrogation.

CONSTRUCTION SCHEDULE:

1. This proposal/mobilization is based on a total of **(1)** production drill rig working in pairs with **(0)** service crane(s).

2. This proposal assumes a start date of **TBD**.
3. Start Date is contingent upon the availability of materials, equipment, and manpower. Delivery of steel a minimum of 1 week prior to the start date. Any delay in materials or equipment delivery will result in a corresponding delay in drilling start date.
4. Construction schedule duration is planned to be **up to (TBD) working days**. Dates and sequencing of work to be mutually agreed upon. Working Days schedule duration will not commence until the working pad is delivered as unencumbered workspace.
5. Schedule is strictly based on the quantities provided in the table above. Changes in quantities will result in changes in schedule and pricing.
6. We intend to work an average of 50 hours per week. If required, additional hours will be billed at an additional cost. No off-shift or Sunday work has been included in the proposal.
7. Any days lost to inclement weather will not be counted toward the Working Days.
8. Milestone Dates if applicable;
Shop Drawing Submittal: 14 days
Re-steel on site, after submittal approval: 21 days
Mobilization: 7 days

MATERIALS PRICING:

1. Price Escalation: The original price of this Contract (the "Contract Price") is based on the price of fuel (include both gasoline and diesel as well as any other form of energy), freight, steel, materials, equipment, labor, as any other service of commodity at the execution date of this Contract ("Execution Date"). If the price of a commodity, materials, equipment, or service increases by more than 5% between the Execution Date and the commitment of such resources to the Project as established by any recognized regional or national index, the Contractor shall immediately pay the additional cost without markup to Subcontractor.

SITE CONDITIONS:

1. Removal, relocation, repair and/or protection of any and all existing utilities, both underground or overhead including but not limited to power lines, guide wires, fiber optics, vents, fan lines, or any other natural or manmade structure such as buildings, sidewalks, curbs or gutters those conflicts with this scope will be performed by others. Our drilling equipment requires 60 feet of unobstructed overhead clearance. All required One Call be made and kept current by others.
2. We will be given the jobsite unencumbered by other subcontractors. Any future contractors brought on to site will maintain a 100 ft safe working distance from active LFDC production and will not encumber access to LFDC tools and equipment in designated laydown areas.
3. Any special traffic or pedestrian control or protection including all labor and equipment, street cleaning, barricades, fences, or handrails, will be performed by others.
4. A firm, safe all-weather working area will always be provided without delay and to allow all standard rubber tire and track mounted drill rigs, crawler cranes, concrete trucks and other equipment traveling under their own power to access all shafts locations without delay. Any roads and benches will be sufficient width to allow equipment to pass side by side. Access includes furnishing and maintaining subgrades, firm benches, and ramps, throughout the project will be by others. All our work will be completed prior to the installation of the subcontractors' work, so that sufficient lay down area for our tools and equipment will be provided and there not be other trades or traffic to interfere with the installation of our work. Building pads and laydown area condition to be approved by LFDC prior to mobilization.
5. All shaft centerline locations will be at least 36" away from any buildings, structures, or overhangs, with room to wing and spot all equipment necessary for standard operations. Our equipment requires a minimum 30-foot swing radius.
6. We are excluding excavating, handling, and/or disposal of any hazardous, special waste or contaminated materials from this proposal. If hazardous materials or special waste are encountered a changed condition will have occurred. Additional cost, including downtime, would be negotiated based upon actual changes in our scope of work.

7. We will be responsible for drilled pier de-watering. Drilled pier water, once pumped from the shafts to a designated area by others within 200-feet. Any additional water treatment required has not been included in the proposal. No sediment and erosion control has been included in this proposal.
8. A water supply shall be provided for our work by the Owner.
9. In the event of low concrete pours, those greater than 4 feet below subgrade, the tolerances for the top of concrete elevation may be exceeded to +3”/-6”. Any chipping and/or patching are excluded.
10. We will assume responsibility for covering and safeguarding drilled shafts during construction. Once a caisson is completed and poured the responsibility for safeguarding drilled shaft will be by others.

- Payment is due in full upon receipt of invoice for work in place and stored materials with no retainage withheld. In the event of default payment of this agreement, all costs of collection will be the responsibility of the party accepting and/or signing this agreement.
- Newco shall have no responsibility or liability for labor, materials or equipment provided by others or any results due to proposal recipient’s failure to comply with the Scope of Work, Terms and Conditions herein.
- Once materials and equipment are installed in place on the property, they become a part of that property and Newco no longer assumes or accepts responsibility. It is the owner’s responsibility at that time to secure and insure said materials and equipment.
- Warranty - Newco, except for the work and/or materials supplied by others, shall replace and re-execute any defects due to faulty materials or workmanship which shall appear within a period of one (1) year from the date of completion without expense or cost to the Contractor/Owner, provided the Contractor/Owner gives Newco written notice of such defects during said period. However, as to items incorporated into the construction, which are warranted by the manufacturer, Newco shall only be liable to assign the manufacturer’s warranty to the Contractor/Owner. Newco shall not be held liable for, but not limited to, defects which result from natural acts of God, natural catastrophe, power surges, power failure, improper power supply, fault and/or negligence of others, improper use, improper care, and tampering by unauthorized and/or unqualified persons.
- Newco reserves the right to increase a proposal and/or an existing contract price at any point to recover lost revenue due to tariffs.

Thank you for the opportunity to bid on this project. Should you have any questions, please feel free to call me at (704) 604-8626. If accepted, please sign, date, and return to gregg@newcoelectricllc.com or fax 866-343-3095. A fully executed copy will be sent to you for your records.

Sincerely,
 Gregg Newell
 Manager of Operations

 Title: _____ Date: _____
 Newco Electric, LLC

