



**TOWN OF HARRISBURG, NORTH CAROLINA
HARRISBURG TOWN HALL
TOWN COUNCIL MEETING**

**March 10, 2025
6:00 PM**

AGENDA

1. CALL TO ORDER

- A. The meeting may be viewed remotely via YouTube at the following link:
[Meeting Video](#)
- B. AGENDA ADOPTION
- C. INVOCATION
- D. PLEDGE OF ALLEGIANCE
- E. SPECIAL PRESENTATIONS
- F. PUBLIC COMMENT - Anyone wishing to address the Town Council may do so during the Public Comment section. Please state your name and address for the record, be courteous and do not repeat what has already been said. Please keep your comments about the subject and not personal in nature.

2. CONSENT AGENDA

- A. Consider the minutes of the February 10, 2025, Town Council Meeting
- B. Consideration of FY2025 Financial Audit Contract
- C. Consideration of Reimbursement of Costs associated with the Purchase of Culverts by the YMCA to be used for the Harrisburg Rail Trail Greenway
- D. Consideration of Purchase of a Jet-Vac 900-ECO 12 Yard Truck Mounted Combination Sewer Cleaner
- E. Consideration of Surplus of the Town's 2016 Freightliner M2 ODB 25 Yard Hopper Leaf Vac
- F. Consideration of Purchase Agreement and Capital Authorization for Wayfinding Sign Repair and Replacements
- G. Consideration of granting a utility easement to Duke Energy Carolinas, LLC. to serve the new YMCA with underground electric service crossing Harrisburg Park property.
- H. Consideration of FY2025 Budget Ordinance Amendment for Insurance Proceeds for Engineering
- I. Set the candidate filing fees for the November 2025 election

3. COMMUNICATIONS

- A. TOWN MANAGER REPORT
- B. FINANCE REPORT
- C. LAW ENFORCEMENT REPORT
- D. FIRE DEPARTMENT REPORT
- E. MAYOR'S COMMENTS
- F. COUNCIL COMMENTS

4. PUBLIC HEARINGS

5. OLD BUSINESS

6. NEW BUSINESS

- A. Consideration of Professional Engineering Services Contract for HWY 49 Phase 2 Improvements Design – HL-0062
- B. Consideration of Professional Engineering Services Contract for Hickory Ridge Road Sidewalk Design – BL-0086
- C. Consideration of Professional Engineering Services Contract for Caldwell Road Ext. Phase 1 - HL-0063
- D. Consideration of Construction Services Contract for Stallings Road Sidewalk Phase 2 and Related Reimbursement Resolution
- E. Consideration of Resolution requesting NCDOT turn over maintenance of a portion of Stallings Road to the Town of Harrisburg.
- F. Consideration of amended FY2025 Schedule of Fees to include an additional Solid Waste cart rental fee and unreturned cart fee

7. ACTION ITEMS

8. CLOSED SESSION

9. ADJOURNMENT

Vision Statement

Harrisburg will be a distinctive, family-focused community where memories are made.

Mission Statement

Together, we enhance our quality of life by collaborating, planning, and investing to create our community of choice.



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider the minutes of the February 10, 2025, Town Council Meeting

Presenting Personnel:

Janet Rackley, Town Clerk

Suggested Motion or Action:

Motion to approve the minutes of the February 10, 2025, Town Council meeting.

Description/Background:

Draft minutes of the February 10, 2025, Town Council meeting are presented for consideration.

Recommendation:

Approval

Fiscal Impact:

None

Attachments:

1. Feb 10 Minutes

**TOWN OF HARRISBURG, NORTH CAROLINA
TOWN COUNCIL MEETING
MONDAY, FEBRUARY 10, 2025
6:00 PM**

MINUTES

Mayor Jennifer Teague called the meeting to order.

PRESENT: Mayor Jennifer Teague; Mayor Pro-Tem La'Trecia Glover, Councilmembers Altyn Cotell, Mike Thevenin, Chris Faw, Ian Patrick, Ron Smith

ABSENT: Councilmember Maurice Price Jr.

1A.

CALL TO ORDER

Mayor Teague called the meeting to order.

1B.

AGENDA ADOPTION

MOTION:

Councilmember Smith made a motion to adopt the agenda as presented. Second was made by Councilmember Thevenin. **The motion passed 6-0.**

1C.

INVOCATION

Councilmember Thevenin conducted the invocation.

1D.

PLEDGE OF ALLEGIANCE

1E.

SPECIAL PRESENTATIONS

None

1F.

PUBLIC COMMENT

- Charles Tellis, 3559 Charolais Lane, Harrisburg – requested barriers be removed from connection between Harmony and Stallings Farm subdivisions. Concerns about access by emergency vehicles and hazardous situations for children and school buses, packages not being delivered, trash collection, and other issues. The following residents of Charolais Lane spoke on the same issues:
 - John Wussbaumer, 3529 Charolais Lane
 - Raju Challagundla, 3515 Charolais Lane
 - Srini Bellamkonda, 3535 Charolais Lane
 - Pavan Chittela, 3551 Charolais Lane
 - Mahesh Ellenty, 3527 Charolais Lane

- Raju Valivarthi, 3544 Charolais Lane
- Saurav Gangopadhyay, 3552 Charolais Lane
- Avunkumar Nahujan, 3521 Charolais Lane
- Trinath Sripathi, 3509 Charolais Lane

Rob Donham, Town Manager, addressed some of the concerns with the residents, and advised them to work with Planning Director Zac Gordon for more information.

2.

CONSENT AGENDA

- A. Consider the minutes of the January 13, 2025, Town Council Meeting
- B. Consider the minutes of the January 13, 2025, Closed Session of the Harrisburg Town Council
- C. Consider FY2025 Budget Ordinance Amendment for Insurance Proceeds for Parks and Recreation
- D. Consider granting Utility Easement to Enbridge to serve the new YMCA with gas line crossing Harrisburg Park property.

MOTION:

Councilmember Faw made a motion to approve the Consent Agenda. Second was made by Councilmember Cotell. **The motion passed 6-0.**

3A.

COMMUNICATIONS

Town Manager Report

- Council has an email from Rob concerning the issues brought up in public comment tonight. We will continue to work through this to see if there are any options. Ultimately, it will be resolved once construction is complete.
- Lakeview property – we have filed the civil complaint, and they are now receiving fines. The issue is working its way through the court system now and that is a slow process.
- Update on the discussion concerning public art at the roundabouts and to beautify and define our borders, the HACH Committee has been working on some ideas that they will bring to Council soon. At our budget meeting Council will see the plans for funding those.
- New branded trash cans will be rolling out in March, probably the week of March 17th. There will be plenty of communication to the public ahead of the rollout.
- March 4th is the rescheduled meeting for Venator, and we will be putting out more information for that meeting.
- Upcoming budget meetings – February 13, February 26, March 20. The Manager's Recommended Budget will be presented at the April 13 Town Council meeting and the public hearing for consideration of the new budget will be held at the Town Council meeting on May 12.
- New Assistant to the Town Manager, Elie Landrum, started today. Elie previously served as Sr. Management Analyst for Cabarrus County, and prior to joining the County she worked as a Grants and Projects Financial Specialist for CMPD. Before that, she was a reporter and writer for American Shipper Magazine. Elie earned dual bachelor's degrees in history and political science from St. Mary's College of Maryland and a Master of Public Administration from UNCC. Very excited to have her on board.
- Need to make sure we will have a quorum for the March 10th Town Council meeting since that is spring break week. We can move it to the 17th if necessary. Council decided, after discussing, to keep the meeting on March 10th.

3B.

COMMUNICATIONS

Finance Report

Finance Director Brian Lee presented the Finance report.

3C.

COMMUNICATIONS

Law Enforcement Report:

Captain Measimer presented the Law Enforcement report. Introduced Sgt. Detective Shannon Jackson, who is replacing Sgt. Helms.

3D.

COMMUNICATIONS

Fire Department Report:

Fire Chief Bryan Dunn presented the Fire Department report.

3E.

COMMUNICATIONS

MAYOR'S COMMENTS

- Update on the Senate bill that would limit local government authority with the down-zoning – We received correspondence from House Representative Echevarria and he is cosponsoring a bill that would retore that authority back to us. We are hoping that passes and we appreciate him leading that initiative. We have our annual meeting at Centralina on Wednesday so I am sure that will be a topic of discussion. Will bring back more information once we have it.
- Budget meetings – we have five meetings coming up to discuss the FY2026 budget. This affords the public plenty of opportunity to be educated on the budget before the public hearing in May.

3F.

COMMUNICATIONS

COUNCIL COMMENTS

Councilmember Smith

- CRMPO has signed the letter in support of the train station. Sent some information concerning the traffic safety data trends long with the train station report to Council.

Councilmember Faw

- Applaud the Town Manager for moving so quickly on the public art. HACH and Parks and Recreation working well together on this. Councilmember Patrick stated the art should be reflective of our history and community. Excited to see what happens with this.
- Welcome to Sgt. Detective Jackson and Elie Landrum.

4A.

PUBLIC HEARING

H2024-03 TA – Text Amendments of Various chapters of the Unified Development Ordinance. Staff is proposing the modification of various sections of the UDO. The intent behind this proposed action is to:

- Make minor corrections and edits that include:
 - A. Links within the newly adopted UDO.

- B. Corrections related to the Planning & Zoning Board duties.
- C. Addition of missing information.

- Modification of the non-residential use table to allow for:
 - A. The expansion of uses allowed for Religious Institutions, pursuant to approval of a Special Use Permit within the Office – Institutional zoning district
 - B. Require Special Use Permits for “Demolition Landfills” in most zoning districts except for the Employment Center (EC) zoning district.

The Public Hearing was opened:

Speaking: none

The Public Hearing was then closed.

After some discussion, the following action was taken:

MOTION:

Councilmember Patrick made a motion to approve H2024-03-TA as presented, finding the amendment consistent with the applicable criteria of Section 144.01.02 of the UDO and with the goals of the HALUP. Second was made by Councilmember Smith. **The motion passed 6-0.**

5A.

OLD BUSINESS

None

6A.

NEW BUSINESS

H-2024-02-S Tramore II Preliminary Plat. A 23-lot conditional zoning map amendment was approved by the Town Council on September 9th, 2024. The next step towards development is to obtain approval of the preliminary plat prior to submitting the construction documents. The preliminary plat is reviewed for compliance with the approved rezoning plan by the Town Council as conditioned.

After some discussion, the following action was taken:

MOTION:

Councilmember Thevenin made a motion to approve the Preliminary Plat for the Tramore II subdivision as presented. Second was made by Mayor Pro-Tem Glover. **The motion passed 6-0.**

6B.

NEW BUSINESS

Consideration of the Roberta Road/NC Highway 49 Intersection Improvement Study Professional Services Contract with Rummel, Klepper, and Kahl, LLP (RK&K). The Town of Harrisburg pre-qualified firms several years ago for assistance with professional service studies and designs. RK&K was one of those firms and they have been utilized with great success on several past projects for Town. The FY2025 budget included funding for additional analysis for the intersection of Roberta Road and NC Highway 49 and Town staff is confident that RK&K will continue their past success with this project.

The goal of this study is to review and provide several recommendations for this challenging intersection that will address the current and future needs as the Town continues to grow. These recommendations and cost estimates will be used to leverage future funding opportunities such as state and federal grants thus

easing the burden on local taxpayers. The Town has a wonderful track record for securing grant funding and the goal of staff is to continue that trend.

The budget for this project was approved at \$100,000. The fiscal impact of this project is \$99,328.08. No budget modification is necessary.

This project will provide the Town of Harrisburg with the information required to apply for future grant opportunities thus reducing the local tax burden for needed traffic improvements.

After some discussion, the following action was taken:

MOTION:

Councilmember Cotell made a motion to award the professional services contract in the amount of \$99,328.08 to Rummel, Klepper, and Kahl, LLP. for the Roberta Road/NC Highway 49 Intersection Improvement Study. Second was made by Councilmember Patrick. **The motion passed 6-0.**

7.

ACTION ITEMS

None

8.

CLOSED SESSION

None

9.

ADJOURNMENT

MOTION:

There being no further business, Mayor Pro-Tem Glover made a motion to adjourn the meeting. Second was made by Councilmember Faw. **The motion passed 6-0.**

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of FY2025 Financial Audit Contract

Presenting Personnel:

Brian Lee, Finance Director

Suggested Motion or Action:

Motion to approve the attached contract for financial audit services for the Fiscal Year ending June 30, 2025 with Martin Starnes & Associates, CPAs, P.A. for \$38,900.

Description/Background:

During fiscal year 2022, a contract was awarded to Martin Starnes & Associates, CPAs, P.A. to provide financial audit services to the Town for fiscal years 2022, 2023 and 2024, with options to extend. Each year the audit contracts must be approved by Council, despite the initial three-year agreement and during any subsequent extension. We have agreed to a three-year extension for Fiscal Years 2025, 2026, and 2027 with a general pricing structure that will be evaluated each year individually.

The engagement with an auditor is between the auditor and Town Council, not between the auditor and management or staff, and the results of the audit will be addressed to Council accordingly. A letter that describes the audit relationship and services to be provided is also included in the agenda packet for your reference.

Recommendation:

Staff recommends approval of the FY2025 audit contract with Martin Starnes & Associates, CPAs, P.A.

Martin Starnes is the governmental audit leader in North Carolina and not only performs a thorough and extensive audit of our records, processes, and internal controls, but is also a great partner to the Finance team in discussing upcoming pronouncements from GASB or the LGC that will impact the Town. Martin Starnes periodically rotates its staff members assigned to the Town's audit to ensure continued independence through multi-year engagements.

Fiscal Impact:

The total cost for the FY2025 audit for the Town is \$38,900, which includes a \$4,250 fee for the Town's Single Audit, the audit of its Federal and State programs and grants. The Town will continue to require a Single Audit in the coming years with its expenditure of Federal Funds resulting from ARPA or the Town's various Transportation grants.

Attachments:

1. Town of Harrisburg - 2025 Audit Contract
2. Town of Harrisburg - 2025 Single Audit Engagement Letter

The of and	Governing Board Town Council
	Primary Government Unit Town of Harrisburg, NC
	Discretely Presented Component Unit (DPCU) (if applicable) N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name Martin Starnes & Associates, CPAs, P.A.
	Auditor Address 730 13th Avenue Drive SE, Hickory, NC 28602

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/25	Date Audit Will Be Submitted to LGC 12/31/25

Must be within six months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. If the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period, the Auditor shall perform the audit in accordance with *Government Auditing Standards* (GAGAS). The Governmental Unit is subject to federal single audit requirements in accordance with Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Subpart F (*Uniform Guidance*) and the State Single Audit Implementation Act. Currently the threshold is \$750,000 for a federal single audit and \$500,000 for a State Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501) the Auditor and Governmental Unit(s) should discuss, in advance of the execution of this contract, the responsibility for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512) to ensure proper submission.

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within six months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters. If matters identified during the audit were required to be reported as described in AU-C §260.12-.14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.
10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Preparing financial statements in their entirety shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: ☐ Auditor ☒ Governmental Unit ☐ Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:

Title and Unit / Company:

Email Address:

Brian Lee

Finance Director, Town of Harrisburg

blee@harrisburgnc.gov

OR Not Applicable ☐ (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

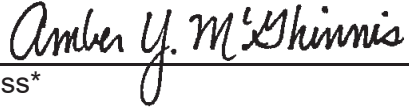
4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

Primary Government Unit	Town of Harrisburg, NC
Audit Fee (financial and compliance if applicable)	\$ 38,900 (\$34,650 audit + \$4,250 single audit for up to 2 programs)
Fee per Major Program (if not included above)	\$ 4,250 per major program in excess of 2
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$ 38,900 (includes 2 major programs)

Discretely Presented Component Unit	N/A
Audit Fee (financial and compliance if applicable)	\$
Fee per Major Program (if not included above)	\$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm*	
Martin Starnes & Associates, CPAs, P.A.	
Authorized Firm Representative (typed or printed)* Amber Y. McGhinnis	Signature* 
Date* 02/20/25	Email Address* amcghinnis@msa.cpa

GOVERNMENTAL UNIT

Governmental Unit*	
Town of Harrisburg, NC	
Date Governing Board Approved Audit Contract* (Enter date in box to right)	3/10/2025
Mayor/Chairperson (typed or printed)* Jennifer Teague, Mayor	Signature*
Date 3/10/2025	Email Address* jteague@harrisburgnc.gov

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Sum Obligated by This Transaction:	\$ 38,900 (includes 2 major programs)
Primary Governmental Unit Finance Officer* (typed or printed) Brian Lee, Finance Director	Signature*
Date of Pre-Audit Certificate* 3/10/2025	Email Address* blee@harrisburgnc.org

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU* N/A	
Date DPCU Governing Board Approved Audit Contract* (Enter date in box to right)	
DPCU Chairperson (typed or printed)* N/A	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Sum Obligated by this Transaction:	\$
DPCU Finance Officer (typed or printed)* N/A	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all
required signatures prior to submission.

PRINT

Report on the Firm's System of Quality Control

To the Shareholders of Martin Starnes & Associates, CPAs, P.A. and the
Peer Review Committee, Coastal Peer Review, Inc.

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. (the firm) in effect for the year ended December 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. in effect for the year ended December 31, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin Starnes & Associates, CPAs, P.A. has received a peer review rating of *pass*.

Dean Dorton Allen Ford, PLLC

Dean Dorton Allen Ford, PLLC

May 10, 2024

MARTIN ♦ STARNES & ASSOCIATES, CPAs, P.A.

"A Professional Association of Certified Public Accountants and Management Consultants"

February 20, 2025

Brian T. Lee, Finance Director
Town of Harrisburg
4100 Main Street, Suite 101
Harrisburg, NC 28075

Martin Starnes & Associates, CPAs, P.A. ("we") are pleased to provide the Town of Harrisburg (the "Town," "you" or "your") with the professional services described below. Please read this letter, and any other attachments incorporated herein (collectively, "Agreement"). This Agreement details the nature and limitations of the services we will provide, the terms of our engagement and each party's responsibilities.

Engagement Objective and Scope

We will audit the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Harrisburg, NC, as of June 30, 2025, and for the year then ended, and the related notes to the financial statements, which collectively comprise the Town of Harrisburg's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal and state award programs for the period ended June 30, 2025. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal and state award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America require that certain supplementary information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Local Governmental Employees' Retirement System's schedules

Supplementary information other than RSI will accompany the Town of Harrisburg's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and individual fund financial statements
- Budget to actual schedules
- Ad valorem tax schedules
- Schedule of Expenditures of Federal and State Awards

Schedule of Expenditures of Federal and State Awards

We will subject the Schedule of Expenditures of Federal and State Awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the Schedule of Expenditures of Federal and State Awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form (if applicable)

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, Schedule of Expenditures of Federal and State Awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the Federal Audit Clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the Federal Audit Clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal

cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act. As part of an audit of financial statements in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- May include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected customers, creditors, financial institutions, and other third parties as part of our audit procedures. We also may request written representations from your attorneys on litigation, claims, and assessments as part of the engagement, and they may bill you for responding to our inquiries. At the conclusion of our audit, we also will require certain written representations from management made during the audit about the financial statements and related matters.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town of Harrisburg's ability to continue as a going concern for a reasonable period of time.

We may advise management about appropriate accounting principles and their application, and we may assist in the assembly of your financial statements. However, management has the final responsibility for the selection and application of accounting policies and the fair presentation of financial statements that reflect the nature and operation of the Town of Harrisburg.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However,

we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Reporting

We will issue a written report upon completion of our audit of the Town of Harrisburg's basic financial statements. Our report will be addressed to the governing body of the Town of Harrisburg. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We will provide copies of our reports to the Town. However, management is responsible for distribution of the reports and financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

We also are responsible for communicating with the Town's management or those charged with governance our audit responsibility under GAAS, an overview of the planned scope and timing of the audit including significant risks identified by us, significant issues or findings from the audit, including our views about the qualitative aspects of the Town of Harrisburg's significant accounting practices, significant unusual transactions, significant difficulties encountered during the audit, disagreements with management, difficult or contentious matters for which we consulted outside the engagement team and that are, in our professional judgement, relevant to those charged with governance, uncorrected and corrected misstatements, and other findings or issues arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

Audit of Major Program Compliance

Our audit of the Town of Harrisburg's major federal and state award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended, the Uniform Guidance, and the State Single Audit Implementation Act, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and the State Single Audit Implementation Act and other procedures we consider necessary to enable us to express such an opinion on major federal and state award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance and the State Single Audit Implementation Act require that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal and state award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, the Uniform Guidance, and the State Single Audit Implementation Act will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal or state programs as a whole.

As part of a compliance audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal and state programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the State Single Audit Implementation Act.

Also, as required by the Uniform Guidance and the State Single Audit Implementation Act, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal and state award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal and state award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;

2. For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For the prevention and detection of fraud, including the design and implementation of programs and controls to prevent and detect fraud;
4. For identifying, in its accounts, all federal and state awards received and expended during the period and the federal and State programs under which they were received;
5. For maintaining records that adequately identify the source and application of funds for federal and state funded activities;
6. For preparing the Schedule of Expenditures of Federal and State Awards (including notes and noncash assistance received) in accordance with the Uniform Guidance and State Single Audit Implementation Act;
7. For designing, implementing, and maintaining effective internal control over federal and state awards that provides reasonable assurance that the entity is managing federal and state awards in compliance with federal and state statutes, regulations, and the terms and conditions of the federal and state awards;
8. For identifying and ensuring that the entity complies with federal and state laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal and state award programs, and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations and the terms and conditions of federal and state award programs;
9. For disclosing accurately, currently and completely the financial results of each federal and state award in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal and state award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
 - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report (if applicable); and
 - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report (if applicable).
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year or period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;

18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant roles in the system of internal control and others where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information, records and documentation;
23. For informing us of any events encountered subsequent to the period under audit that may require adjustment to or note disclosure in the financial statements; and
24. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

With regard to the Schedule of Expenditures of Federal and State Awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the Schedule of Expenditures of Federal and State Awards in accordance with the Uniform Guidance and the State Single Audit Implementation Act, (b) to provide us with the appropriate written representations regarding the Schedule of Expenditures of Federal and State Awards, (c) to include our report on the Schedule of Expenditures of Federal and State Awards in any document that contains the Schedule of Expenditures of Federal and State Awards and that indicates that we have reported on such schedule, and (d) to present the Schedule of Expenditures of Federal and State Awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited basic financial statements readily available to the intended users of the Schedule of Expenditures of Federal and State Awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

Limitations of the Audit Report

Should the Town wish to include or incorporate by reference these financial statements and our report thereon into any other document at some future date, we will consider granting permission to include our report into another such document at the time of the request. However, we may be required by generally accepted auditing standards (GAAS) to perform certain procedures before we can give our permission to include our report in another document such as an annual report, private placement, regulator filing, official

statement, offering of debt securities, etc. You agree that the Town will not include or incorporate by reference these financial statements and our report thereon, or our report into any other document without our prior written permission. In addition, to avoid unnecessary delay or misunderstandings, it is important to provide us with timely notice of your intention to issue any such document.

Nonattest Services

We will perform the following nonattest services:

- Preparation of auditor portions of Data Collection Form (if applicable)

We will not assume management responsibilities on behalf of the Town of Harrisburg. However, we will provide advice and recommendations to assist management of the Town of Harrisburg in performing its responsibilities.

The Town of Harrisburg's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing, and maintaining the system of internal control, including the process used to monitor the system of internal control.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

You may request that we perform additional services not contemplated in this engagement letter. If this occurs, we will communicate with you regarding the scope and estimated cost of these additional services. Engagements for additional services may necessitate that we amend the Agreement or issue a separate agreement to reflect the obligations of all parties. In the absence of any other written communications from us documenting additional services, our services will be limited to and governed by the terms of this Agreement.

Electronic Transmittals

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

During the course of the engagement, a portal will be in place for information to be shared, but not stored. Our policy is to terminate access to this portal after one year. The Town is responsible for data backup for business continuity and disaster recovery, and our workpaper documentation is not to be used for these purposes.

If you decide to transmit your confidential information to us in a manner other than a secure portal, you accept responsibility for any and all unauthorized access to your confidential information. If you request that we transmit confidential information to you in a manner other than a secure portal, you agree that we are not responsible for any liability, including but not limited to, (a) any loss or damage of any nature, whether direct or indirect, that may arise as a result of our sending confidential information in a manner other than a secure portal, and (b) any loss arising as a result of any virus being passed on or with, or arising from any alteration of, any email message.

Timing of Engagement

We expect to begin our services at a time mutually determined by you and Martin Starnes & Associates, CPAs, P.A. and after receipt of this executed Agreement and all documents requested by our office. The timing of our work is dependent upon the timely receipt of the information we request from you, including timely responses to any questions we may ask.

Our services under this Agreement will conclude at the earlier of:

- issuance of the deliverable outlined in this Agreement;
- written notification by either party that the Agreement is terminated

Provisions of Engagement Administration and Fees

Erica Brown is the engagement partner for the audit services specified in this letter. The engagement partner's responsibilities include supervising Martin Starnes & Associates, CPAs, P.A.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

The audit documentation for this engagement is the property of Martin Starnes & Associates, CPAs, P.A. and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Local Government Commission, Office of the State Auditor, federal or state agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Martin Starnes & Associates, CPAs, P.A.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Our fees for these services are as follows:

Audit Fee	\$ 34,650
Single Audit Fees (up to 2 programs)	4,250
	<u>\$ 38,900</u>
Additional Fees:	
Charge per major program in excess of 2	<u>\$ 4,250</u>

Please note that the fees above include up to 2 major programs, as indicated. The “total amount not to exceed” listed on the audit contract also includes up to 2 major programs. If the total number of major programs exceeds 2 and the “total amount not to exceed” needs to be increased, we will prepare an amended contract to include the fees necessary based on the per program amount listed as additional fees above.

Our invoices for these fees will be rendered in four installments as work progresses and are payable upon presentation. The Town agrees to pay all cost of collection (including reasonable attorney fees) that the Firm may incur in connection with the collection of unpaid invoices. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for non-payment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. In the event that work is discontinued, either temporarily or permanently, as a result of delinquent or non-payment, we shall not be liable for any loss you may incur as a result of the work stoppage, including penalties and interest. In such cases, you assume all risk associated with your failure to meet any governmental or other deadlines.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the Town of Harrisburg’s personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

We want our clients to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. In working to provide you with such value, we find there are certain circumstances that can cause us to perform work in excess of that contemplated in our fee estimate.

Following are some of the more common reasons for potential supplemental billings:

Changing Laws and Regulations

There are many governmental and rule-making boards that regularly add or change their requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, there are times when this is not possible. We will discuss these situations with you at the earliest possible time in order to make the necessary adjustments and amendments in our engagement.

The estimated fees are based on auditing and accounting standards effective as of the date of this engagement letter and known to apply to the Town at this time. Unless otherwise indicated, estimated fees do not include any time related to the application of new auditing or accounting standards that impact the Town for the first time.

Incorrect Accounting Methods or Errors in Client Records

We base our fee estimates on the expectation that client accounting records are in order so that our work can be completed using our standard testing and accounting procedures. However, should we find numerous errors, incomplete records, or the application of incorrect accounting methods, we will have to perform additional work to make the corrections and reflect those changes in the financial statements. If, for any reason, the Town is unable to provide such schedules, information, and assistance, the Firm and the Town will mutually revise the fee to reflect additional services, if any, required of us to achieve these objectives.

Failure to Prepare for the Engagement

In an effort to minimize your fees, we assign you the responsibility for the preparation of schedules and documents needed for the engagement. We also discuss matters such as availability of your key personnel, deadlines, and work space. If your personnel are unable, for whatever reasons, to provide these items as previously agreed upon, it might substantially increase the work we must do to complete the engagement within the scheduled time.

Starting and Stopping Our Work

If we must withdraw our staff or accommodate the Town's requested scheduling change because of the condition of the client's records, or the failure to provide agreed upon items within the established timeline for the engagement, we will not be able to perform our work in a timely, efficient manner, as established by our engagement plan. This will result in additional fees, as we must reschedule our personnel and incur additional start-up costs.

Assistance with Financial Statement Drafting

Your personnel is responsible for drafting the financial statements and related notes and the Schedule of Expenditures of Federal and State Awards. Upon completion of the drafted financial statements, we will review them and return them to you with suggested revisions. If significant assistance is needed to make those revisions, this will result in additional fees based on the amount of assistance required.

Our fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our fees for such services range from \$85-\$410 per hour.

Non-Solicitation of Employees and Independent Contractors

During the term of this engagement and for a period of eighteen (18) months after the end of this engagement, for whatever reason, you agree that you shall not, directly or indirectly: (i) solicit or attempt to solicit for employment or for engagement as an independent contractor, any of our employees or independent contractors; or (ii) solicit, encourage, or induce, or attempt to solicit, encourage, or induce, any of our employees or independent contractors to leave the employment of Martin Starnes & Associates, CPAs, P.A. or terminate their relationship with Martin Starnes & Associates, CPAs, P.A. For the avoidance of doubt, general advertisements for employment shall not be deemed a violation of this paragraph.

You agree that we invest a large amount of capital and resources to ensure that our employees and independent contractors deliver the highest level of service in our industry. You also agree that the cost of recruiting and hiring qualified individuals to replace our employees or independent contractors would be a lengthy and expensive process. You therefore agree that your violation of the non-solicitation provision above will result in economic damages that are difficult to ascertain and that, in the event of a breach of the non-solicitation provision above, you will pay to Martin Starnes & Associates, CPAs, P.A. a fee equal to

One Hundred Percent (100%) of the employee's or independent contractor's annual rate of compensation at the time their relationship with us ends.

You further agree that your breach or threatened breach of the non-solicitation provision above would result in irreparable loss and injury to us. You agree that, in addition to all other remedies provided at law or equity, we shall be entitled to a temporary restraining order and preliminary and permanent injunctive relief in the event of a breach or threatened breach of the non-solicitation provision above, and you hereby waive any requirement that we post any bond in connection with obtaining such restraining order and/or injunctive relief. We shall be entitled to a restraining order and/or injunctive relief without regard to whether we can demonstrate that we have suffered actual damages or economic loss as a result of the breach or threatened breach of the non-solicitation provision.

Termination and Withdrawal

Either party may terminate this Agreement at any time and for any reason. If this Agreement is terminated before services are completed, you agree to pay all fees and expenses we incur through the effective date of termination.

Proprietary Information

You acknowledge that proprietary information, documents, materials, management techniques and other intellectual property are a material source of the services we perform and were developed prior to our association with you. Any new forms, software, documents or intellectual property we develop during this engagement for your use shall belong to us, and you shall have the limited right to use them solely within your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements and other documents which we make available to you are confidential and proprietary to us. Neither you, nor any of your agents, will copy, electronically store, reproduce or make available to anyone other than your personnel, any such documents. This provision will apply to all materials whether in digital, "hard copy" format or other medium.

Conflicts of Interest

If we, in our sole discretion, believe a conflict of interest has arisen affecting our ability to deliver services to you in accordance with either the ethical standards of our firm or the ethical standards of our profession, we may be required to terminate our services without issuing our work product.

Third-Party Service Providers or Subcontractors

We may use third-party service providers, subcontractors, commercially available artificial intelligence, or software tools, some of which may utilize or offer artificial intelligence capabilities (collectively, "external party" or "external parties"), to assist us where necessary to help provide professional services to you or support the needs of our firm. You consent to our use of external parties. Our firm remains responsible for exercising reasonable care in providing our services, and our services and work product will be subjected to our firm's customary quality control procedures.

We may provide your confidential information to external parties in support of our services. You consent to the disclosure of your confidential information to those external parties. We take reasonably prudent business care consistent with our professional standards to prevent the unauthorized release of your confidential information.

In certain circumstances, we may require a separate, written consent from you before your information is transmitted to an external party or parties.

Records Management

We will return any original records and documents you provide to us. Our copies of your records and documents are solely for our documentation purposes and are not a substitute for your own record-keeping obligations under any applicable laws or regulations. You are responsible for maintaining complete and accurate books and records, which may include financial statements, schedules, tax returns and other deliverables provided to you by us. If we provide deliverables or other records to you via an information portal, you must download this information within 60 days. Professional standards may preclude us from being the sole repository of your original data, records, or information.

Workpapers and other items created by us to support the delivery of our services are our property and will remain in our control. We will consider requests for copies of workpapers and other items created by us in accordance with the AICPA Code of Professional Conduct. Our workpapers will be maintained by us in accordance with our firm's record retention policy and any applicable legal and regulatory requirements.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report. Catastrophic events or physical deterioration may result in damage to or destruction of our firm's records, causing the records to be unavailable before the expiration of the retention period, as stated in our record retention policy.

Summons or Subpoenas

All information you provide to us in connection with this engagement will be maintained by us on a confidential basis.

If we receive a summons or subpoena which our legal counsel determines requires us to produce documents from this engagement or testify about this engagement, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such summons or subpoena as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit discovery. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests.

Confidentiality

In providing services to you, we may require information that is considered confidential and may include Personally Identifiable Information (PII), i.e. information that can be used to distinguish or trace an individual's identity such as address, bank account and social security information. We will maintain all client information, including PII, on a confidential basis and have a duty to do so based on the standards promulgated by the American Institute of Certified Public Accountants as well as applicable laws and regulations. You assume the risk of loss if you provide us with information, including PII, which differs from the information we request in order to provide services to you in accordance with the Agreement.

Referrals

In the course of providing services to you, you may request referrals to products or professionals such as attorneys, brokers, or investment advisors. As a courtesy, we may identify professional(s) or product(s) for your consideration. However, you are responsible for evaluating, selecting, and retaining any professional

or product and determining if the professional or product meets your needs. You agree that we will not oversee the activities of and have no responsibility for the work product of any professional or suitability of any product we refer to you or that you separately retain.

Limitations on Oral and Email Communications

We may discuss with you our views regarding the treatment of certain items or decisions you may encounter. We may also provide you with information in an email. Any advice or information delivered orally or in an email (rather than through a memorandum delivered as an email attachment) will be based upon limited research and a limited discussion and analysis of the underlying facts. Additional research or a more complete review of the facts may affect our analysis and conclusions.

Due to these limitations and the related risks, it may not be appropriate to proceed with a decision solely on the basis of any oral or email communication from us. You accept all responsibility for any liability, including but not limited to additional tax, penalties or interest resulting from your decision (i) not to have us perform the research and analysis necessary to reach a more definitive conclusion and (ii) to instead rely on an oral or email communication. The limitation in this paragraph will not apply to an item of written advice that is a deliverable of a separate engagement. If you wish to engage us to provide formal advice on a matter on which we have communicated orally or by email, we will confirm this service in a separate agreement.

Disclaimer of Legal and Investment Advice

Our services under this Agreement do not constitute investment advice unless specifically engaged in the *Engagement Objective and Scope* section of this Agreement. Our services under this Agreement do not constitute legal advice.

Electronic Data Communication and Storage

In the interest of facilitating our services to you, we may send data over the Internet, temporarily store electronic data via computer software applications hosted remotely on the Internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us. You consent to our use of these electronic devices and applications during this engagement.

Marketing and Educational Communications

If we send you newsletters, updates, explanations of technical developments or similar communications, it is strictly for marketing or general educational purposes and should not be construed as professional advice on which you may rely. These communications, by themselves, do not create a contractual relationship between us and you, a binding obligation for us to provide services to you, nor a requirement on our part to monitor issues for you.

Independent Contractor

When providing services to your company, we will function as an independent contractor and in no event will we or any of our employees be an officer of you, nor will our relationship be that of joint venturers,

partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to you.

Our obligations under this Agreement are solely obligations of Martin Starnes & Associates, CPAs, P.A., and no Martin Starnes & Associates, CPAs, P.A. stakeholder shall be subjected to any personal liability whatsoever to you or any person or entity.

Severability

If any portion of this Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this Agreement.

Survivability

The following sections of this Agreement shall survive termination of the Agreement: Limitation of Liability and Statute of Limitations.

Assignment, No Third-Party Beneficiaries

All parties acknowledge and agree that the obligations and responsibilities of this Agreement cannot be assigned to any third party except as agreed to in writing. This Agreement has been entered into solely between you and Martin Starnes & Associates, CPAs, P.A., and no third-party beneficiaries are created hereby.

Force Majeure

Neither party shall be held liable for any delays resulting from circumstances or causes beyond our reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, epidemics or pandemics as defined by The Centers for Disease Control and Prevention, or any law, order or requirement of any governmental agency or authority. However, no Force Majeure event shall excuse you of any obligation to pay any outstanding invoice or fee or from any indemnification obligation under this Agreement.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature intended to replicate a written signature, shall be presumed valid, and we may reasonably rely upon it. For purposes hereof, "electronic signature" includes, but is not limited to, a scanned copy of a manual signature, an electronic copy of a manual signature affixed to a document, a signature incorporated into a document utilizing touchscreen capabilities, or a digital signature. Documents may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

Entire Agreement

This Agreement, including the LGC-205 Contract to Audit Accounts, represents the entire agreement of the parties and supersedes all previous oral, written or other understandings and agreements between the parties. Any modification to the terms of this Agreement must be made in writing and signed by both parties.

Statute of Limitations

You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than one(1) year from the date of delivery of the work product to

You or the termination of the services described herein (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether Martin Starnes & Associates, CPAs, P.A. performs other or subsequent services for You. A claim is understood to be a demand for money or services, demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of Martin Starnes & Associates, CPAs, P.A. in performing the services provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.

Limitation of Liability

You agree that Martin Starnes & Associates, CPAs, P.A.'s liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. In no event shall Martin Starnes & Associates, CPAs, P.A. be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise. The foregoing limitations shall not apply to the extent it is finally, judicially determined that the liability resulted from gross negligence or fraud of Martin Starnes & Associates, CPAs, P.A. or if enforcement of this provision is disallowed by applicable law or professional standards.

Mediation

If a timely dispute arises out of or relates to this Agreement, including the scope of services contained herein, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under the *AAA Accounting and Related Services Arbitration Rules and Mediation Procedures* before resorting to arbitration, litigation, or any other dispute resolution procedure. The mediator will be selected by mutual agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be designated by the AAA. The mediation will be conducted in North Carolina.

The mediation will be treated as a settlement discussion and, therefore, all discussions during the mediation will be confidential. The mediator may not testify for either party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The costs of any mediation proceedings shall be shared equally by all parties. Any costs of legal representation shall be borne by the hiring party.

This provision shall not apply to any dispute of fees owed, billed or due.

Arbitration Procedures

If a dispute has not been resolved within 90 days after the effective date of the written notice beginning the mediation process (or such longer period, if the parties so agree in writing), the mediation shall terminate and the dispute shall be settled by binding arbitration to be held at a mutually agreeable location. The arbitration shall be conducted in accordance with the CPR Rules for Non-Administered Arbitration that are in effect at the time of the commencement of the arbitration, except to the extent modified by this Dispute Resolution Provision (the rules). The arbitration shall be conducted before a panel of three arbitrators. Each of the Town and firm shall designate one arbitrator in accordance with the "screened" appointment procedure provided in the Rules, and the two party-designated arbitrators shall jointly select the third in accordance with the Rules. No arbitrator may serve on the panel unless he or she has agreed in writing to enforce the terms of the engagement letter and to abide by the terms of the Rules. Except with respect to the interpretation and enforcement of these arbitration procedures (which shall be governed by the Federal

Arbitration Act), the arbitrators shall apply the laws of the state of North Carolina (without giving effect to its choice of law principles) in connection with the dispute. The arbitrators may render a summary disposition relative to all or some of the issues, provided that the responding party has had an adequate opportunity to respond to any such application for such disposition. Any discovery shall be conducted in accordance with the Rules. The result of the arbitration shall be binding on the parties, and judgment on the arbitration award may be entered in any court having jurisdiction.

Costs

Each party shall bear its own costs in both the mediation and the arbitration; however, the parties shall share the fees and expenses of both the mediators and the arbitrators equally.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm to the Contract to Audit Accounts for your consideration and files.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements and compliance over major federal and state award programs, including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Martin Starnes & Associates, CPAs, P.A.

Martin Starnes & Associates, CPAs, P.A.
Hickory, North Carolina

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the Town of Harrisburg by:

Signature: _____

Title: Finance Director

Date: 3/10/2025



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Reimbursement of Costs associated with the Purchase of Culverts by the YMCA to be used for the Harrisburg Rail Trail Greenway

Presenting Personnel:

Brian Lee, Finance Director

Suggested Motion or Action:

Motion to approve the reimbursement of \$143,750 to the YMCA for the purchase of culverts.

Description/Background:

The YMCA, during construction of its facility in Harrisburg Park, has installed large culverts under the site entrance, which will be used for the Town's Rail Trail Greenway, reaching from Hwy 49, under the train tracks, and connecting into the future Back Creek Greenway. In further development of the greenway network and in a mutually beneficial arrangement, the Town has agreed to reimburse the YMCA for the direct cost of the oversized culverts while benefiting from the installation provided during the YMCA's driveway construction. Because this reimbursement is outside of the existing Town of Harrisburg-YMCA facility agreement, and due to its cost of more than \$50,000, it is appropriate to seek Council action and approval of the expenditure of funds under the Town's annual greenway capital project authorization.

Recommendation:

Staff recommends approval of the reimbursement of \$143,750 to the YMCA for the purchase of culverts.

Fiscal Impact:

The fiscal impact is an expenditure of \$143,750, \$5,130 of which is reimbursable sales taxes to the Town, resulting in a net cost of \$138,620.

The annual greenway capital project authorization is \$250,000. If approved, this balance would be reduced to \$111,380 for the remaining four months of FY2025.

Attachments:

1. YMCA Reimbursement



a MORSCO brand

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
210298	FORTILINE CHARLOTTE	6495371	5/17/24	1

CUSTOMER	PROJECT INFORMATION
JB PRESLAR TRUCKING CO., INC. 4540 SECREST SHORTCUT ROAD MONROE, NC 28110	HARRISBURG YMCA PEDESTRIAN CULVERT

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
10	1	EA	75' 8'X8' PEDESTRIAN CULVERT	76,000.0000	76,000.00
				Subtotal:	76,000.00
				Tax:	5,130.00
				Bid Total:	81,130.00

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

Ent By GAD 5/17/24 9:41:37

DSG Concrete Contractors

Email : kyle@dsgconst.com

Change Order #
Date: 5/23/2024

Change Order Description: Material breakout for headwalls 3 and 4

0	Description	Subtotals	OH/P %	OH/P	Totals
	Labor	\$ -	15.00%	\$ -	\$ -
	Material	\$ 62,620.00	0.00%	\$ -	\$ 62,620.00
	Subcontractor	\$ -	15.00%	\$ -	\$ -
		\$ -		\$ -	\$ -
		\$ -		\$ -	\$ -
		\$ -		\$ -	\$ -
		\$ -		\$ -	\$ -
		\$ -		\$ -	\$ -
		\$ -		\$ -	\$ -
		\$ -		\$ -	\$ -
		\$ -		\$ -	\$ -
		\$ -		\$ -	\$ -
		\$ -		\$ -	\$ -
				Invoice Subtotal	\$ 62,620.00
				Tax Rate	
				Sales Tax	\$ -
				Other	
				Deposit Received	
				TOTAL	\$ 62,620



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Purchase of a Jet-Vac 900-ECO 12 Yard Truck Mounted Combination Sewer Cleaner

Presenting Personnel:

Jonathan Young, Public Works Director

Suggested Motion or Action:

Motion to approve a purchase contract with Sewer Equipment Co. of America totaling \$576,920.30 for the purchase of a Jet-Vac 900 ECO 12-Yard Combo Truck

Description/Background:

As the Town's infrastructure maintenance needs have grown, the need for equipment to keep up with that maintenance has grown. Town staff currently operates a 2013 Ditch Witch Vacuum and Sewer Jet Machine to address cleaning and clearing of sewer mains, pumping large amounts of liquid, and hydraulic excavation. This new equipment will replace these two pieces of existing equipment that due to age and condition are contributing to a rise in maintenance costs and productivity downtime. These factors along with the larger and more complex infrastructure require the use of equipment that can handle situations that the current equipment is not able to address. This equipment will also allow the Town to see improvement in the health, safety, and environmental costs that come with equipment breakdown. Additionally, the value of the existing equipment depreciates annually, reinforcing the need for timely replacement.

Recommendation:

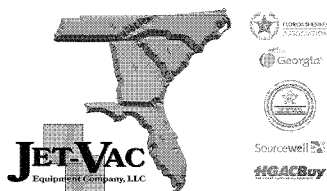
Staff recommends approval of the attached contract from Sewer Equipment Co. of America

Fiscal Impact:

The financial impact for this acquisition totals \$576,920.30, remaining well within the approved budget of \$600,000. This purchase is facilitated through Sewer Equipment Co. of America, under the Sourcewell Contract #101221-SCA. Upon approval, the remaining balance of \$23,079.70 will cover associated costs including tax, title, registration, and any minor equipment necessary for the truck's full operational readiness. Once replaced, the Town will surplus the current equipment and anticipates a surplus value of \$90,000.

Attachments:

1. Q00458 - Town of Harrisburg, NC (900-ECO 12 Yard) (SW) (R1)
2. Sourcewell Cover Letter SE 11-29-2025



5746 Broad Street
SUMTER, SC 29154

4036 Bennett Road
COOKEVILLE, TN 38506

5500 S Cobb Drive, Bld 200, Suite 210
ATLANTA, GA 30339

1350 Sheeler Avenue, Building 12, Unit 7
APOPKA, FL 32703

www.jet-vac.com

Ship To: Town of Harrisburg
Attn: Cory Jones
5405 Harrisburg Ind Pk Dr
Harrisburg, NC 28075

Invoice To: Town of Harrisburg
Attn: Accounts Payable
PO Box 100
Harrisburg NC 28075

Attention: Cory Jones

Branch 40 - ASHEBORO		
Date 02/28/2025	Time 9:46:29 (O)	Page 1
Account No HARRI004	Phone No 7043618223	Est No 04 Q00458
Ship Via Delivered		Purchase Order
Tax ID No		
		Salesperson RG1 / BW2

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 03/31/2025 Amount

Sourcewell Contract #101221-SCA
Sewer Equipment - High Pressure Jetting, Vacuum,
Hydro-Excavating & Recycling
Maturity Date: 11/29/2025

900-ECO 12 Yard Truck Mounted Combination Sewer Cleaner 438305.10

Vacuum System:

4400 CFM Blower

8" Vacuum Hose system

18" Hg vacuum rating

Dual Cyclone Separator

Dual Element 10 Micron Final Filter

Remote Vacuum Relief

Analog Vacuum Display

(6) Tube / Tube Rack

Boom:

Telescoping Boom System

Telescoping Reach 17' 2" to 27' 2"

Hydraulic Powered Boom

180° Working Radius

Boom Joystick Control

Debris Tank:

12 Cubic Yard Capacity

Exten Steel Construction

Debris Level Indicator

Hydraulic Dump, 50° Dump Angle (LIFT CLYINDER)

Dual Ported Rear Door w/ Knife Valve

Dump Height 60"

Hydraulic Open/Close/Lock Door

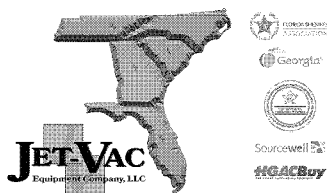
Water System:

1300 Gallon Capacity Water Tank

Giant plunger style triplex UPGRADED TO 80 gpm @ 2500 psi

Accounts not paid within 30 days of the date of the invoice are subject to a
1.5% monthly finance charge.

Thank You For Your Business!



5746 Broad Street
SUMTER, SC 29154

4036 Bennett Road
COOKEVILLE, TN 38506

5500 S Cobb Drive, Bld 200, Suite 210
ATLANTA, GA 30339

1350 Sheeler Avenue, Building 12, Unit 7
APOPKA, FL 32703

www.jet-vac.com

Ship To: Town of Harrisburg
Attn: Cory Jones
5405 Harrisburg Ind Pk Dr
Harrisburg, NC 28075

Invoice To: Town of Harrisburg
Attn: Accounts Payable
PO Box 100
Harrisburg NC 28075

Attention: Cory Jones

Branch 40 - ASHEBORO		
Date 02/28/2025	Time 9:46:29 (O)	Page 2
Account No HARRI004	Phone No 7043618223	Est No 04 Q00458
Ship Via Delivered	Purchase Order	
Tax ID No		
		Salesperson RG1 / BW2

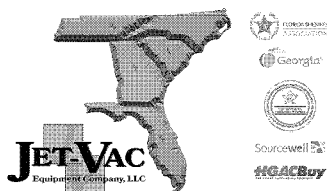
EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 03/31/2025 Amount

w/ 30 min run dry
Black Duraprolene Water Tank Construction w/ 10 Year
Warranty
Cold Weather Recirculation System
2.5" Hydrant Fill system
Air Purge Valve
Variable Volume Delivery
Low Water Warning Light
Analog Pressure Display
Front and Mid Ship Hand Gun Ports
Electrical:
NEMA 4 Control Panel
Hour Meter (Blower & Water Pump)
Military Spec. Sealed Switches
Truck:
Mounting to Approved Chassis
(1) Alum Toolbox 24"x42"x100" - Behind Cab
LED D.O.T. Approved Lighting
(2) Tow Hooks Front Bumper
Hose Reel & Hose:
Front Mounted Telescoping & Rotating
800' X 1" Hose Capacity
10' Leader Hose
Single Side Controls
Accessories:
(3) 8" x 6' Extension Tube
(1) 8" X 3' Extension Tube
(1) 8" x 6' Crowned Suction Nozzle
(1) 6" x 10' Flat Discharge Hose
(6) Quick Clamps
BB Hose Guide
Tri-Star (chisel point) nozzle
DD (high flow) nozzle
Finned Nozzle extension

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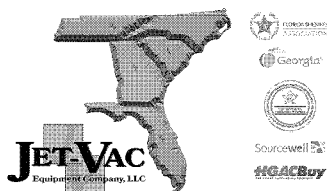
Nozzle Rack (Mounted midship toolbox)
25' Fill Hose
Upstream Pulley Guide
Washdown Gun w/ 50' of Hose
Cleaner, Tip, Torch, Small
(1) Hydrant Wrench
(1) Paper Owner's Manual

STANDARD OPTIONS:

AUTOMATIC LEVEL WIND WITH HYDRAULIC UP/DOWN ACTION
FOOTAGE METER (mounted on jet hose reel)
600' SEWER HOSE (1" I.D., 2500 P.S.I. OPERATING PRESSURE)
PER FT
UPGRADED DRAIN VALVES (upgrade to ball valve style drains)
DIGITAL WATER TANK LEVEL GAUGE
2" Y-STRAINER ON INLET FILL SYSTEM
FILL HOSE STORAGE RACK
STANDARD HYDROEXCAVATION CLEANING KIT 20 GPM @ 2000 PSI (
8" x 6' digging tube, 8gpm rotary digging wand, 10gpm
linear nozzle (shipped loose), (2) 5' Extension wands and
automatic reel w/ 75' of 3/8" hose)
LATERAL LINE CLEANING KIT (200' X 1/2" hose with nozzle;
includes addition of auxiliary cleaning circuit and
mounting on front bumper drivers side)
CENTRAL WASHDOWN SYSTEM (includes 50' of 1/2" hose on a
spring retracting hose reel mounted mid-ship)
REAR TOOLBOX GROUP w/ (2) long handle tool storage tubes
(includes (2) 24"x18"x18" boxes, (1) 63.75"x17.25"x12"
cabinet and (2) 4" tubes) - Confirm rear suspension
BETWEEN THE RAILS STORAGE TRAY W/ REAR OPENING LOCKABLE
COVER
(2) 30"x18"x18" passenger side toolboxes with retractable
two-step ladder
EXPANDED METAL STORAGE BASKET DS FRAME RAIL (N/A, with DS

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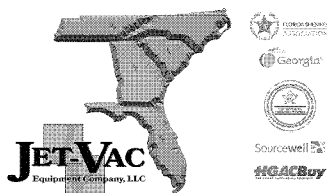
EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 03/31/2025 Amount

water tank or anti freeze system)
DEBRIS BODY PUMP OFF SYSTEM (4" hydraulic driven pump rated
@ 800 gpm located on rear door of debris box, includes
swing out decant screen)
MANUAL/ELECTRIC BOOM CONTROL VALVE (Control valves have
built-in levers for manual boom control)
DUAL VARIABLE VACUUM CONTROL (Located at both hose reel &
midship stations)
DEBRIS BODY WASH OUT SYSTEM (includes dual nozzles in
debris box)
WIRELESS REMOTE CONTROL PENDANT (controls include hose reel
payout/retrieve, water pump on/off, vacuum relief
open/close, boom up/down, boom left/right, boom
extend/retract and module kill switch)
WIRELESS REMOTE ALARM (Buzzer alarm sounds off when truck
is taken out of neutral with remote not in docking station)
ENHANCED VISIBILITY CAMERA SYSTEM (includes front and rear
mounted camera heads with monitor in cab)
(6) LED FLUSH MOUNTED STROBES: (2) FRONT, (2) SIDE & (2)
REAR FACING (factory standard)
LED ARROW STICK (factory standard)
LED MANHOLE AREA WORK LIGHT
LED CURBSIDE BODY MOUNTED WORK LIGHT
LED BOOM MOUNTED WORK LIGHTS (2) (complete with limb guard)
LED REAR MOUNTED WORK LIGHTS (2) : LOCATED ABOVE REAR DOOR
LED HANDHELD WIRELESS 12v/110v RECHARGABLE LED SPOTLIGHT W/
STORAGE
AIR PURGE WINTERIZATION SYSTEM (supplied by chassis air
system)
(4) RUBBER BUMPERS MOUNTED ON REAR BUMPER - (Recommended
for use when dumping into containers)
SIX (6) 28" D.O.T. SAFETY CONES AND HOLDER
CENTRAL LUBRICATION SYSTEM
(2) TOW HOOKS REAR BUMPER

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EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 03/31/2025 Amount

Freightliner 114SD Plus Cummins L9 370HP Tandem Axle 143122.00

ADDITIONAL PARTS

=====

BULLDOG W/4" SK 404.080HS100 Qty: 1 Price: 3755.00 3755.00

Miscellaneous Charges/Credits

=====

EQP SOURCEWELL DISCOUNT Qty: 1 Price: 13261.80 13261.80-

EQP SHIPPING 1 5000.00 5000.00

Subtotal: 576920.30

Authorization: _____ Quote Total: 576920.30

Accounts not paid within 30 days of the date of the invoice are subject to a
1.5% monthly finance charge.

Thank You For Your Business!



Sourcewell (formerly National Joint Powers Alliance or NJPA), Sewer Equipment, and Jet-Vac Equipment Company have come together to offer the 30-minute equipment purchasing solution for your government agency.

Sourcewell has solicited bids on behalf of its members in the category of Sewer Jetting, Sewer Vacuum, and Hydro Excavation Equipment with Related Accessories and Supplies. Respondents were graded on a 1000-point scale in categories such as price, local service capabilities, warranty terms, product quality, eco-friendly practices, value added attributes, and product selection. Based on its point total, Sewer Equipment has been awarded contract 101221-SCA which includes all of our products in the following categories:

- Sewer Equipment Co. of America Combination Sewer Cleaners and Catch Basin Cleaners
- Mongoose Jetters and Sewer Equipment Co. of America Truck Jets
- Mongoose Jetters and Sewer Equipment Co. of America Trailer Jets
- Ramvac Hydro Excavators
- Sewer Equipment Co. of America Easement Machines
- Cappellotto Genesis Recycler Combination Sewer Cleaner
- Rental/Rent-to-Own of all equipment above
- Chassis for above equipment
- Sewer Equipment Co. of America High Efficiency Sewer Cleaning Nozzles
- Sewer Equipment parts and accessories
- Nezat Training and Consulting

The most commonly asked question is, “Am I able to use the results of this bid to purchase my equipment?” The answer is YES, and it is based on two important, but simple principles:

1. The joint powers provision, present in every state law, dictates that what two units of government can individually do for themselves, one can do for the other. In essence, Sourcewell has conducted a competitive bid, and your government agency can use the results.
2. Sourcewell is a government entity. All Sourcewell employees are public employees who are required to pay into the Public Employment Retirement Association (PERA) through payroll deduction.

After choosing your desired equipment and receiving a Sourcewell price quotation from Jet-Vac Equipment Company, simply follow these steps:

1. If your municipality or organization is not already a member, sign up for your no cost, no obligation membership by clicking the “Join” icon on the Sourcewell home page: <https://www.sourcewell-mn.gov/>
2. You will receive your membership number within 24 hours.
3. Issue a purchase order to Jet-Vac Equipment Company, referencing Sewer Equipment contract # 101221-SCA and your membership number.
4. Make payment to Jet-Vac Equipment Company, per the terms of their quotation to you.

That’s it! SOURCEWELL, Sewer Equipment, and Jet-Vac Equipment Company, will handle the rest.



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Surplus of the Town's 2016 Freightliner M2 ODB 25 Yard Hopper Leaf Vac

Presenting Personnel:

Jonathan Young, Public Works Director

Suggested Motion or Action:

Motion to declare the 2016 Freightliner M2 ODB 25-Yard Hopper Leaf Vac as surplus and to sell for a minimum consideration of \$38,000.

Description/Background:

The Town purchased a new Leaf Vac this year with the intention of surplussing and selling the oldest Leaf Vac. The oldest leaf vac was utilized until it was recently pulled to prepare for the auction. It is a 2016 Freightliner M2 ODB 25-yard Hopper Leaf Vac with 76,400 miles (the odometer was reset at 31,610 miles). The leaf vac was originally purchased in 2015 for \$148,581.20. The Public Works department intends to surplus the equipment for a fair value of \$40,000, with a minimum consideration of \$38,000 via GovDeal Auction site. This will leave a front-line leaf vac and a reserve as well.

Recommendation:

Staff recommends approval of the request to surplus this equipment.

Fiscal Impact:

The fiscal impact is anticipated to be a revenue of \$38,000 for the Town.

Attachments:

1. #4102 Leaf Truck Surplus Declaration Request with Estimate Example

SURPLUS PROPERTY

DECLARATION REQUEST

Date: 1/31/2025 Department: Envirnmental
Person Requesting Surplus: MOnly Jordan

Select One

- ☐ Property should be declared surplus by the Town Manager.
The item(s) have an estimated value of less than \$30,000.
- ☒ Property should be declared surplus by the Town Council.
The item(s) have an estimated value that exceeds \$30,000.
- ☐ Property is in serviceable condition and can be transferred to another department or stored until needed.
- ☐ Property is considered to be without value. It should be disposed of as junk property.

DESCRIPTION:	CONDITION:	SURPLUS / JUNK:
1. 2016 Freightliner M2 ODB 25 Yard Hopper Leaf VAC	fair	surplus
2.	choose one	choose one
3.	choose one	choose one
4.	choose one	choose one

Please attach Basis of Estimation.

	1.	2.	3.	4.
VIN # / SERIAL #:	1FVACYDT0GHH	N7398		
ASSET #:	4102			
DATE OF ORIGINAL PURCHASE:	12/2015			
AMOUNT OF ORIGINAL PURCHASE:	\$148,581.20			
CURRENT ESTIMATED FAIR VALUE:	\$40,000			
METHOD OF DISPOSITION:	GovDeals Auction			
IF AUCTION - DATES: MINIMUM FOR CONSIDERATION: \$38,000 RESERVE TO BE SET: \$40,000				
DATE SOLD:				
FINAL SELLING PRICE:				
GAIN / LOSS:				

Requesting
Department Head: _____ Date: _____

Received by Finance Dept: _____ Date: _____

Finance Officer: _____ Date: _____

Town Manager: _____ Date: _____

1 / 22



2012 International DuraStar 4300 with a fully automated ODB leaf vac.

\$54,000.00 USD (26 Bids)

Closed:
(Oct 25, 2024 06:15 PM EST)

✔ Reserve Met

\$1,000.00 USD

Bid Increment

Sales/Lot Type:
Online Auction

Location:
[Greenville, South Carolina, USA](#)

VISITORS: 249

Sold Amount	USD 60,750.00
Total Price	USD 60,750.00
High Bidder	bu*****
Seller	Greenville, SC
Seller's Terms & Conditions	View

Description

Make/Brand	International
Model	DuraStar 4300
Year	2012
Hours	5,294.00 (Accurate?: Yes)
VIN/Serial	3HAJTSKN7CL436489
Lot#	771-1354
Condition	Used/See Description
Inventory ID	SA119

2012 International DuraStar 4300 SBA, 6.4L V8 DIESEL. This unit is fully operational and ready for leaf season. Buy it and put it to work the same day. Unit runs good and operates. Tires are good. Unit has A/C, power windows, dual steer by Fontaine, low miles and hours, and the SCL800 ODB leaf vac. Unit is sold as is where is with no warranty given or implied. Buyer must coordinate packaging, pickup and removal no assistance can be given by city staff.

Inspections are by appointment only. To make an appointment Monday - Friday contact Scott McIver @ 864-749-0715 or by email @ smciver@greenvillesc.gov.



Print



Share

Seller Information

Seller:	Greenville, SC [view seller's other assets]
Asset Contact:	Scott McIver
Email:	smciver@greenvillesc.gov
Phone:	+18644499620
Item Location:	475 Fairforest Way, Greenville, South Carolina, 29607-4437, USA
Account Type:	Government

Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the item description.

Payment

Wire Transfer is the only payment option for this item. The Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days unless otherwise specified below.

PAYMENT

If you are the winning bidder, you will facilitate payment by referring to the [My Bids](#) section of your account.

Note:



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Purchase Agreement and Capital Authorization for Wayfinding Sign Repair and Replacements

Presenting Personnel:

Jonathan Young, Public Works Director

Suggested Motion or Action:

Motion to approve Capital Authorization and Wayfinding Sign purchase contract with Signs ETC for \$69,679.21.

Description/Background:

Over the past several years, seven of the Town's Wayfinding signs have been damaged by auto accidents or storms. Insurance proceeds have been recovered in previous years on two of the signs totaling \$8,600. Signs ETC will repair, refurbish, or replace the signs in whole, install new footers with safety breakaway bolts and install the signs. The total cost for this repair project is \$70,000. Insurance reimbursement will still be pursued on the remaining signs.

Recommendation:

Staff recommends approval of the capital authorization and purchase contract with Signs ETC for the repair and replacement of seven Wayfinding signs at a total cost of \$70,000.

Fiscal Impact:

The fiscal impact is a capital expenditure of \$69,679.21, \$4,710.25 of which is reimbursable sales taxes, resulting in a net cost to the Town of \$64,968.96.

A capital authorization is required to appropriate the funds for this purpose, however, no budget amendment is necessary in this case. The Streets Department's operating capital outlay account has project savings and/or is not projected to be utilized in the current year, providing budgetary coverage for this expenditure.

Attachments:

1. Signs ETC EST-5179

DESCRIPTION: Repairs and Refurbishment of Seven (7) Wayfinding Signs

Bill To: Town of Harrisburg
PO Box 100
Harrisburg, NC 28075
US

Pickup At: Signs Etc
4941 Chastain Ave
Charlotte, NC 28217
US

Requested By: Corey Jones
Email: cjones@harrisburgnc.org

Salesperson: Spencer Brower
Work Phone: 704-522-8860 x 125

PRODUCTS	QTY	UNIT PRICE	TOTALS
1 Materials and Labor to.... Repair and Refurbish Seven (7) Wayfinding Signs - Signs Currently at Harrisburg Public Works - New Footers with 3/4" Breakaway Bolts - 2 Replacement Holophane poles - Replacement Sign Faces and Reflective Graphics - Reuse All Possible Existing Sign Parts/Elements	7	\$9,281.28	\$64,968.96
Subtotal:			\$64,968.96
Taxes:			\$4,710.25
Grand Total:			\$69,679.21

Signature: _____ Date: _____



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of granting a utility easement to Duke Energy Carolinas, LLC. to serve the new YMCA with underground electric service crossing Harrisburg Park property.

Presenting Personnel:

Jonathan Young, Public Works Director

Suggested Motion or Action:

Motion to grant approval for a utility easement to Duke Energy Carolinas, LLC. for the purpose of serving the new YMCA location with electric service as shown and described in the attached easement document and exhibit.

Description/Background:

As part of the ongoing construction of the new Harrisburg YMCA, they are now at the point where they need the easement for installation and maintenance of the electric service line which will serve the new YMCA location. The easement is required for the line to be located within the town's property. This was an anticipated step in the process of constructing their new facility.

Recommendation:

Recommendation is to approve the easement as presented in the attached easement document and exhibit.

Fiscal Impact:

No fiscal impact.

Attachments:

1. Harrisburg YMCA - Duke Easement Exhibit
2. 53880967 TOWN OF HARRISBURG Easement 4

Prepared by: Duke Energy Carolinas, LLC
Return to: Duke Energy Carolinas, LLC
Attn: Tyler Keryluk
PO Box 6318
High Point, NC 27262

Parcel # 55074443490000

EASEMENT

State of North Carolina
County of Cabarrus

THIS EASEMENT ("**Easement**") is made this ____ day of _____, 20 ____, from **TOWN OF HARRISBURG, NORTH CAROLINA**, a North Carolina corporation ("**Grantor**", whether one or more), to **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company ("**Grantee**").

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "**Facilities**").

Grantor is the owner of that certain property described in that instrument recorded in **Deed Book 11995, Page 139**, Cabarrus County Register of Deeds ("**Property**").

The Facilities shall be underground, except as needed on or above the ground to support the underground Facilities, and located in, upon, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land twenty feet (20') in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, (hereinafter referred to as the "Easement Area").

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities, and excluding an emergency situation, Grantee shall provide notice to Grantor prior to the removal of any such obstruction.
4. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor, and excluding an emergency situation, Grantee shall provide notice to Grantor prior to the removal of any such obstruction.
5. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
6. Notwithstanding anything to the contrary above, the general location of the Facilities is shown on the sketch attached hereto as Exhibit A and incorporated herein by reference. The final and definitive location of the Easement Area shall become established by and upon the final installation and erection of the Facilities by Grantee in substantial compliance with Exhibit A.
7. The rights granted in this Easement include the right to install Facilities wherever needed on the Property to serve future development on the Property and adjoining lands. Portions of the Facilities may be installed immediately, and other portions may be installed in the future as the need develops. Facilities installed in the future shall be installed at locations mutually agreeable to the parties hereto if they are to be located outside of the Easement Area. Upon any future installations of Facilities at mutually agreed locations, the Easement Area shall be deemed to include such future locations.
8. All other rights and privileges reasonably necessary, in Grantee's reasonable discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this ____ day of _____, 20_____.

TOWN OF HARRISBURG, NORTH CAROLINA
a North Carolina corporation

_____(SEAL)
Jennifer Teague, Mayor

Attest:

Janet Rackley, Town Clerk

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County, State of _____, certify that Jennifer Teague personally appeared before me this day and acknowledged that he/she is Town Clerk of TOWN OF HARRISBURG, NORTH CAROLINA, a North Carolina corporation, and that by authority duly given and as the act of said corporation, the foregoing EASEMENT was signed in its name by its Mayor, sealed with its official seal, and attested by herself/himself as its Town Clerk.

Witness my hand and notarial seal, this ____ day of _____, 20_____.



Notary Public: _____

Commission expires: _____



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of FY2025 Budget Ordinance Amendment for Insurance Proceeds for Engineering

Presenting Personnel:

Brian Lee, Finance Director

Suggested Motion or Action:

Motion to approve the FY2025 Budget Ordinance Amendment for Engineering Insurance Proceeds and related repair expenditures totaling \$15,000.

Description/Background:

On February 12, 2025, an Engineering department vehicle was involved in an accident. Repairs to the vehicle are estimated at nearly \$15,000. The deductible for this type of property loss is \$1,000 and any reimbursable sales taxes, resulting in insurance proceeds of approximately \$14,000. These proceeds are being contributed toward the full cost of repairing the vehicle.

Recommendation:

Staff recommends approval of the attached FY2025 Budget Ordinance Amendment.

Fiscal Impact:

The fiscal impact to the Town for FY2025 is additional revenue of approximately \$14,000 in insurance proceeds toward the total cost to repair of approximately \$15,000. The deductible on the loss is \$1,000. This results in a net cost to the Town of \$1,000, funded with GF Contingency. The balance of contingency funds, if approved, for the remaining four months of FY2025, will be \$746,500.

Attachments:

1. Amendment - GF - Engineering Insurance Proceeds 03102025



AN ORDINANCE AMENDING THE 2024-2025 BUDGET ORDINANCE OF THE TOWN OF HARRISBURG, NORTH CAROLINA

Be it ordained by the Town Council of the Town of Harrisburg, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2025:

Section 1. Amend the General Fund to account for insurance proceeds received from a claim made for an accident involving an Engineering Department vehicle.

Section 2. To amend the General Fund, the appropriations are to be changed as follows:

Increase line item 100-1500-54303 M/R – Vehicles	\$ 15,000
---	-----------

Decrease line item 100-8750-59500 Contingency	\$ 1,000
--	----------

Section 3. To amend the General Fund, the estimated revenues are to be changed as follows:

Increase line item 100-49121 Insurance Proceeds	\$ 14,000
--	-----------

Section 4. Copies of this budget amendment shall be furnished to the Clerk of the Town Council, and to the Budget Officer and the Finance Officer for their direction.

Section 5. That this ordinance shall be effective upon its passage. Adopted this 10th day of March, 2025.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Set the candidate filing fees for the November 2025 election

Presenting Personnel:

Janet Rackley, Town Clerk

Suggested Motion or Action:

Motion to set the November 2025 Election Filing fees at \$30.00.

Description/Background:

The Town Council is required to set the filing fees for elections within their jurisdiction. In 2017, the Council voted to set the fees at \$30 and it has remained in place since that time.

As of the last election, Filing Fees for Council positions in other Cabarrus County municipalities are as follows:

- | | |
|------------------------|-------|
| • City of Concord | \$102 |
| • City of Kannapolis | \$ 30 |
| • Town of Midland | \$ 5 |
| • Town of Mt. Pleasant | \$ 25 |

Recommendation:

N/A

Fiscal Impact:

No Fiscal Impact

Attachments:

None



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Professional Engineering Services Contract for HWY 49 Phase 2 Improvements Design – HL-0062

Presenting Personnel:

Devin Huston, Town Engineer

Suggested Motion or Action:

If approved:

Motion to award the Professional Engineering Services Contract for HWY 49 Phase 2 Improvements Design to Timmons Group in the amount of \$788,891 and authorizing the Town Manager to finalize negotiation and execution of the attached draft contract.

Description/Background:

The Highway 49 Corridor Plan was created as part of the implementation of the Community Transportation Plan (CTP) adopted in October 2020. The segment of Highway 49 from Caldwell Rd. to Coddle Creek was identified in the CTP as a near-term goal for improvement. The improvements have been broken up into phases with the first phase currently under construction. Phase 2 includes approximately 0.55 miles of Highway 49 from Pepsi Way to Morehead Road. Harrisburg was awarded matching Surface Transportation Block Grant (STBG) funds totaling \$9,178,750 for Highway 49 Phase 2 Improvements. A portion of these funds has been authorized to be used for Professional Engineering Services. Timmons Group was selected following an RFLOI per the guidelines set forth in the grant award. 80% of the total amount of the contract is eligible for reimbursement, giving the Town an estimated final cost of \$157,778.

Recommendation:

Staff recommends awarding the Professional Engineering Services Contract for HWY 49 Phase 2 Improvements Design to Timmons Group in the amount of \$788,891 and authorizing the Town Manager to finalize negotiation and execution of the attached draft contract.

Fiscal Impact:

The total fiscal impact of the contract is \$788,891, 80% of the total amount is eligible for reimbursement, giving the Town a net estimated final cost of \$157,778.

Attachments:

1. HL-0062-Timmons PE Contract - Draft



TOWN OF HARRISBURG, NORTH CAROLINA AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20_____, by the Town of Harrisburg (“Town”) and Timmons Group (“Consultant”), organized and existing under the laws of the State of North Carolina.

GENERAL PROFESSIONAL SERVICES

WHEREAS, the Town desires to engage the Consultant to provide Professional Engineering, and other technical Professional Services related to engineering, design, and other services, as set forth in Exhibit “A,” for TIP project HL-0062 – NC Highway 49 Improvements – Phase 2, the “Project”, and

WHEREAS, Consultant provides professional consulting services and has experience, staff, and resources to perform such Services;

NOW THEREFORE, Town and Consultant, in consideration of their mutual covenants, herein agree as follows:

SECTION I: BACKGROUND AND PURPOSE

The purpose of this agreement is to secure professional services necessary to complete the design and other services as outlined in Exhibit “A” related to TIP project HL-0062. Partial funding for this project is matching federal grant program funds subject to certain terms. An agreement between NCDOT and the Town which outlines these terms has been executed and is attached here as Exhibit “B.” Exhibit “B” is hereto attached and incorporated herein by reference as if the same were fully recited, the applicable requirements and provisions related to the services to be provided by this Agreement shall become terms of this Agreement upon execution by both parties.

SECTION II: SERVICES and SCOPE to be PERFORMED

The Consultant shall perform Professional Services as described in the attached Exhibit “A” containing the “Scope of Services and Fee Proposal.”

SECTION III: AGREEMENT DURATION

The Consultant shall commence work upon receipt of written Notice to Proceed from the Town. All work as set forth in Section 1 shall be completed in accordance with the schedule outlined in Exhibit “A.” The Consultant understands that time is of the essence with regard to this Project. If Consultant’s obligations are not completed in accordance with the agreed upon schedule, the Town reserves the right to nullify this Agreement, order the Consultant to immediately cease all work under this Agreement and vacate the premises, and to seek professional services equivalent to those outlined in Section 1. The Consultant shall be held accountable for all damages incurred by the Town as a consequence of the missed deadline. The exercise of any of these rights by the Town shall not be interpreted to prejudice any other rights the Town may have in law or equity.

Requests for changes or extensions to the agreed upon schedule shall be submitted in writing to the Town. Consultant understands that approval of such requests may be contingent on review and approval by NCDOT or other grant authority, and the approval of any Amendments to the approved timelines associated with the project by the state or other entities involved with the administration of the subject grant funding.

SECTION IV: COMPLETE WORK without EXTRA COST

Unless otherwise provided, the Consultant shall obtain and provide, without additional cost to the Town, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Services.



SECTION V: COMPENSATION

Fees for services shall be paid at the rates outlined in Exhibit “A.”

SECTION VI: CONSULTANT’S BILLINGS TO TOWN

Consultant shall submit an Invoice for payment in a form acceptable to the Town, no more frequently than monthly. Invoices will be prepared and signed by Consultant and submitted electronically to the Town. Payment will be made for services completed as of the date of the Invoice. Invoices should be submitted to Cathleen Kiker at ckiker@harrisburgnc.gov.

Should changes or extra services be needed, which will cause a cost overrun; Timmons will consult with the Town for adjustments prior to conducting the work.

SECTION VII: INSURANCE

Consultant shall maintain insurance policies at all times with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
<u>Workers’ Compensation</u>	Statutory Limits
<u>Employers’ Liability</u>	\$1,000,000
<u>General Liability</u>	\$1,000,000 per occurrence regardless of contract size
<u>Automobile Liability</u>	\$1,000,000 per occurrence regardless of contract size
<u>Professional Liability</u>	

Policy limit requirements shall be based on the total amount of compensation to be paid to Contractor under this Agreement and as set forth in Exhibit “A,” and on a determination by Town of whether the services provided under this Agreement are for hazardous or non-hazardous activities. The required limits are:

For Non-Hazardous Activities:

\$1,000,000 per claim / \$1,000,000 annual aggregate

For Hazardous Activities:

☐

For contracts less than \$100,000 –
\$2,000,000 per claim / \$2,000,000 annual aggregate

☒

For contracts over \$100,000 –
\$5,000,000 per claim / \$5,000,000 annual aggregate

Consultant shall provide the Town with a Certificate of Insurance for review prior to the issuance of any contract or Purchase Order. All Certificates of Insurance will require thirty (30) days written notice by the insurer or consultant’s agent in the event of cancellation, reduction or other modifications of coverage. In addition to the notice requirement above, Consultant shall provide the Town with immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the Consultant to provide such notice, Consultant assumes sole responsibility for all losses incurred by the Town for which insurance would have provided coverage. The insurance certificate shall be for the initial contract period and shall be renewed by the consultant for each subsequent renewal period of the contract. The Town shall be listed as certificate holder and named as an additional insured under General Liability. It is required that coverage be placed with “A” rated insurance companies acceptable to the Town. Failure to maintain the required insurance in force may be cause for contract termination. In the event that the consultant fails to maintain and keep in force the insurance herein required, the Town has the right to cancel and terminate the contract without notice.



Contractor shall provide proof that a Drug-Free Workplace Program is in place and that drivers meet DOT/CDL licensing requirements, if requested.

SECTION VIII: PERFORMANCE of WORK by TOWN

If the Consultant fails to perform the Services in accordance to Section II above, the Town may, in its discretion, in order to bring the project closer to schedule, perform or cause to be performed some or all of the Services, and doing so shall not waive any of the Town's rights and remedies. Before doing so, the Town shall give the Consultant reasonable notice of its intention. The Consultant shall reimburse the Town for all costs incurred by the Town in exercising its right to perform or cause to be performed some or all of the Services pursuant to this section.

SECTION IX: DOCUMENTS

All documents, including but not limited to drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations, and estimates, prepared by the Consultant pursuant to this Agreement, shall be the Town's sole property. The Consultant shall furnish or cause to be furnished to the Town any and all such reports, data, studies, plans, specifications, documents, computer files, and other information created or collected by the Consultant for the Project. The documents so provided will remain the property of the Town. All documents prepared by the Consultant for the Town are subject to public records requirements, and the Town will not assume any responsibility for any third party's use of the documents that are produced.

SECTION X: ATTACHMENTS

Additional Exhibits may be used to further define this Agreement when the Consultant and Town so agree. Any additional exhibits shall be designated as exhibits to the Agreement with capitalized, sequential letters of the alphabet, shall be attached hereto and incorporated herein by reference as if the same were fully recited, and shall become terms of this Agreement upon execution by both parties. The following attachments are made a part of this Agreement and incorporated herein by reference:

Exhibit "A": Scope of Services and Fee Proposal

Exhibit "B": E-Verify Affidavit

Exhibit "C": Tax Form(s)

Exhibit "D": Certificate of Insurance

Exhibit "E": Municipal Agreement

Exhibit "F": MBE Documents

Exhibit "G": Notice to Proceed

SECTION XI: NOTICE

All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, email, or certified United States mail, return receipt requested, addressed as follows:

To the Town:
Town of Harrisburg
Attn: Devin Huston
Town Engineer
4100 Main St., STE 101
Harrisburg, NC 28075
dhuston@harrisburgnc.gov

To the Consultant:
Timmons Group
Attn: Brian Welch
1001 Boulders Pkwy., STE 300
Richmond, VA 23225
brian.welch@timmons.com



Change of Address, Date Notice Deemed Given:

A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever occurs first.

SECTION XII: INDEMNIFICATION

To the extent permitted by law, the Consultant agrees to pay on behalf of, indemnify, and hold-harmless the Town of Harrisburg, its elected and appointed officials, employees, agents, and volunteers against any and all claims, demands, fault, actual liabilities, assertions of liability, expenses, suits, or losses, including all costs connected therewith, which may be asserted, claimed, or recovered against or from the Town of Harrisburg, its elected or appointed officials, employees, agents, and volunteers by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof resulting from the negligence of the Consultant.

SECTION XIII: ADDITIONAL PROVISIONS

(a) Choice of Law and Forum. This contract shall be deemed made in Cabarrus County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice, in Cabarrus County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) Waiver. No action or failure to act by the Town shall constitute a waiver of any of its rights or remedies that arise out this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions: Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the Town from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the Town's written consent, the Consultant shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this contract. Unless the Town otherwise agrees in writing, the Consultant and all assigns shall be subject to all of the Town's defenses and shall be liable for all of the Consultant's duties that arise out of this contract and all of the Town's claims that arise out of this contract. Without granting the Consultant the right to assign, it is agreed that the duties of the Consultant that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Consultant shall comply with all applicable law.

(g) Town Policy. THE TOWN OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONSULTANTS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONSULTANTS AND VENDORS UNDER CITY CONTRACTS.

(h) EEO Provisions. During the performance of this Contract the Consultant agrees as follows:



(1) The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Consultant shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Consultant in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.

(i) No Third Party Right Created. This contract is intended for the benefit of the Town and the Consultant and not any other person.

(j) Principles of Interpretation. In this contract, unless the context requires otherwise: (1) The singular includes the plural and the plural the singular. The pronouns “it” and “its” include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word “person” includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.

(k) Modifications, Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the Town unless the Town Manager or other duly authorized official signs it for the Town. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(l) E-Verify. Consultant shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes. Further, if Consultant utilizes a subconsultant, Consultant shall require the Subconsultant to comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.

(m) Iran Divestment Act. Consultant certifies that; (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 143-6A-4; (ii) it will not take any action causing it to appear on any such list during the term of this Contract, and (iii) it will not utilize any subcontractor to provide goods or services hereunder that is identified on any list.

(n) Divestment from Companies that Boycott Israel. Consultant represents, covenants, and certifies that it is not listed on the list of restricted companies developed and published by the North Carolina State Treasurer as required by N.C.G.S. 147-86.81.

(o) Quality and Workmanship. All work performed and/or services rendered shall be performed to the satisfaction of the Town of Harrisburg. The work performed and/or services rendered shall not be considered complete, nor applicable payments rendered, until the Town is satisfied with the work performed and/or services rendered.

(p) Non-appropriation clause. Consultant acknowledges that the Town of Harrisburg 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 the Town of Harrisburg's obligations under this contract, then this contract shall automatically expire without penalty to the Town of Harrisburg thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the Town of Harrisburg 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.



In the event of a change in the Town of Harrisburg's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the Town of Harrisburg's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the Town of Harrisburg upon written notice to Contractor of such limitation or change in the Town of Harrisburg's legal authority.

(q) No pledge of taxing authority. The taxing power of the Town of Harrisburg is not pledged directly or indirectly to secure any monies due under this contract.

(r) No waiver of governmental immunity; Violation of law. Except for waiver of governmental immunity resulting from the execution of a valid contract, the Town of Harrisburg makes no other waiver of governmental immunity. If any provision of the Contract or Agreement is in violation of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against the Town of Harrisburg.

(s) Conflict of Interest. If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between the Town of Harrisburg and the third parties regarding the subject matter of this Contract or Agreement.

(t) Public Record. This Contract or Agreement is subject to disclosure under the public records laws of the State of North Carolina.

SECTION XIV: TERMINATION

Either party may terminate this Agreement upon sixty (60) day written notice; provided, however, no such termination shall discharge Consultant's obligations to complete and furnish services as previously agreed to by the parties pursuant to this Agreement or any Supplemental Service Agreement, nor shall termination discharge the Town's obligations to pay for such services as provided for in this Agreement or any Supplemental Service Agreement.

[SIGNATURE PAGE(S) FOLLOW]



IN WITNESS WHEREOF, the Town of Harrisburg and the Consultant have caused this contract to be executed under seal by their respective duly authorized agents or officers.

TOWN OF HARRISBURG:

(Typed of Printed Legal Name of Consultant)

By: _____
Town Manager

By: _____
Signature of Authorized Officer

Date: _____

Printed Name: _____

Title: _____

ATTEST BY:

Date: _____

Town Clerk

ATTEST:

BY: _____
Signature of Authorized Officer

APPROVED AS TO FORM:

Printed Name: _____

Title: _____

Attorney for Town of Harrisburg

SEAL

APPROVAL BY TOWN FINANCE OFFICER

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

Signature



EXHIBIT “A”

This document is an Exhibit to the Agreement for Professional Engineering Services between the TOWN OF HARRISBURG and TIMMONS GROUP, dated the _____ day of _____, 20____.

Scope of Services:

The scope of services is as described in the attached Scope of Work and Fee Proposal by Timmons Group dated January 29, 2025, which is hereby incorporated as part of this exhibit.

Fee for Scope of Services:

The fee for services shall not exceed \$788,891 and shall be based on a time and material format, whereby fees would be invoiced by the amount of actual time/material expended. Fees shall be based on the rate schedule provided in the attached Scope of Work and Fee Proposal. Invoices shall be directed to: Town of Harrisburg Attention: Devin Huston, 4100 Main Street, STE 101, Harrisburg, NC 28026-0308. Should changes or extra services be needed, which will cause a cost overrun; Timmons Group shall consult with the Town for adjustments prior to conducting the work.



January 29, 2025

Mr. Devin Huston,
Town Engineer
Town of Harrisburg
4100 Main Street, Suite 101
PO Box 100
Harrisburg, NC 28075

RE: Highway 49 – Phase 2 Improvements – Professional Engineering Services

Dear Mr. Huston:

Thank you again for selecting Timmons Group to provide you with engineering and related services for the referenced project. We appreciate the Town's confidence in our capabilities and look forward to working with you on this project.

As discussed, and based on our understanding of the requested proposal, we have developed the attached scope of services and fee for preliminary engineering of Highway 49 Phase 2 Improvements (between Cedar Drive and Morehead Road).

We look forward to receiving your notice to proceed and working with you on this project. In the meantime, if you have questions or if we can provide additional information in this regard, please do not hesitate to contact me at (919) 532-3265.

Very truly yours,

Brian Welch, PE
Senior Project Manager

1001 Boulders Parkway, Suite 300 | Richmond, VA 23225

TEL 804.200.6500 FAX 804.560.1016

Site Development | Residential | Infrastructure | Technology
www.timmons.com

SCOPE OF SERVICES & FEE PROPOSAL

PROJECT: Highway 49 – Phase 2 Improvements – Professional Engineering Services
Town of Harrisburg, NC

CLIENT: Devin Huston, PE
Town Engineer

DATE: January 29, 2025

Project Understanding

This shared revenue locally administered project includes preliminary engineering and construction administration for the corridor improvements between Cedar Drive and Morehead Road. Summary of deliverables include:

Survey:

- Existing conditions
- Subsurface underground utility mapping

Environmental:

- Investigation of 9.5-acre project area
- Delineation map
- Jurisdictional Determination (JD) request package
- Categorical Exclusion (CE) Action Classification Form and accompanying documentation
- Pre-Construction Notification (PCN) application with appendices and impact maps

Roadway:

- Value engineering assessment for the location of a proposed side path
- Construction Documents
 - Raised median with select full movement and direction left turn movements
 - Side path with verge area on one side of Highway 49

Traffic Capacity Analysis:

- Perform capacity analysis along Highway 49 from Cedar Drive / Pepsi Way to SR-1300 (Morehead Road / Sims Parkway).
- Perform signal warrant analysis at the Highway 49 / Church Access 1 intersection.

Signal & ITS Design

- Provide signal upgrade designs for 10-2224 (Highway 49 at Cedar Drive / Pepsi Way) and 10-0667 (Highway 49 at SR-1300 (Morehead Road / Sims Parkway)).
- Provide ITS design along Highway 49 from Cedar Drive / Pepsi Way to SR-1300 (Morehead Road / Sims Parkway).

Landscape

- To be provided under separate task order

Right of Way

- To be provided under separate task order

SCOPE OF SERVICES & FEE PROPOSAL

Construction Administration

- Review bid documents and assist with advertisement of project

Please refer to the attached vicinity and improvement maps (Exhibit A) depicting our understanding of the project limits.

Detailed Scope of Work:

1. Survey Services (S01):

A. Location Surveys to include:

- i. TG will provide an existing conditions survey of the areas highlighted above.
The limits of survey will be:
 1. Green – 3,700 linear feet of pavement of NC Highway 49 and 300 linear feet of both Morehead Road and Pepsi Way
 2. Red – 2,820 linear feet with a general width of 30 feet along the north side of NC Highway 49.
 3. Blue – 2,840 linear feet with a general width of 50 feet along the south side of NC Highway 49.
 4. Yellow – small supplemental areas for signal improvements
- ii. Horizontal control will be based on NC State Grid, NAD'83(2011);
- iii. Horizontal location of all visible and obvious site improvements such as roadways, drives, walkways, signs, parking spaces, roadway markings, etc.;
- iv. Locate corners and map property lines of land parcels and road rights-of-way;
- v. Storm and sanitary sewer will be located to include top and invert elevations, pipe sizes and types, where such determinations are possible; and
- vi. Prepare a base map of the survey at a scale to be determined by the client with a contour interval of one (1) foot.

B. Subsurface Utility Engineering (SUE) to include:

- i. An underground utility survey will be performed to designate and map underground facilities within the project area (Figure 1). This utility survey will include horizontal designation through geophysical methods and is defined as Quality Level "B" by the American Society of Civil Engineers (ASCE). The accuracies of the markings are subject to the depth and electrical conductivity of the utility as well as site conditions and manhole access. Plastic and fiber optics lines without tracer wires may be unlocatable.
 1. Exclusions: sanitary and storm laterals, roof drains, irrigation systems and abandoned lines. Ground penetrating radar and test pits.
 2. In the case where items may be un-locatable, they will be digitized from available record drawings (Quality Level C or D)
- ii. Air Vacuum Excavation Test Holes – Maximum 10 (*budget*)
 1. Timmons Group will vacuum extract the soil above the utility lines and determine the depth from the surface to the top of the existing utility. This will include utility material, shape and general condition. Office personnel will prepare individual test hole reports that will depict the information collected in the field. Deliverable will be in CAD and PDF formats.
 2. Test holes will be backfilled utilizing pneumatic tamping. Test pits in asphalt will be repaired with a cold patch. Additional roadway repairs required by the municipality are excluded and the responsibility of the client.
 3. There is no guarantee that all existing utilities can be detected and located. There may be limitations based on depth and conductivity of the utility. Utility maps if available are to be provided by client.

SCOPE OF SERVICES & FEE PROPOSAL

2. Environmental Services (W01)

A. Wetland/Stream Delineation to include:

- i. Timmons Group will review existing, readily obtainable environmental information on the site such as USGS mapping, aerial photography, NWI mapping and soil survey information. A delineation of the subject property will be performed in accordance with the 1987 USACE Wetland Delineation Manual and appropriate Regional Supplement. A stream determination will be conducted using the North Carolina Department of Environmental Quality (NCDEQ) Stream Identification methodology, version 4.11. The flagged wetland limits will be GPS located for mapping purposes (Note that GPS location is for confirmation and planning purposes and is not a substitute for traditional field survey, and in the event wetlands and streams may be impacted by the project jurisdictional features should be located by traditional survey means). A preliminary delineation map showing the approximate size, shape, and location of wetlands and/or waters of the U.S. present on the subject property will then be prepared.

B. Wetland/Stream Confirmation to include:

- i. Timmons Group will facilitate the confirmation of wetland and stream locations through feature flagging and submittal of a JD request package to the USACE. This package will consist of a narrative, delineation map, wetland delineation field data sheets, and stream data forms. Timmons Group will conduct a site visit with the USACE to review the site conditions, flagged wetland limits and confirm findings. A Preliminary Jurisdictional Determination (PJD) concurrence letter or an informal concurrence for the wetland delineation will be obtained from the USACE. Although there are no state mandated stream buffers for this location, the NC Division of Water Resources (DWR) will be copied on all USACE correspondence and offered the opportunity to attend the USACE site visit.

C. CE Documentation to include:

- i. Timmons Group will prepare a CE Action Classification Form using the 2019 NCDOT CE template. Additional CE documentation will include a brief set of maps, plans, photos, and any pertinent information as directed to assist with NCDOT/FHWA review.
- ii. A draft CE Action Classification Form with accompanying documentation will be submitted to the Client for review and comment. After addressing comments, a final version will be submitted to the Client. This task includes one round of edits.
 1. This task is for one CE Action Class Form. If changes to listed protected resources, regulations, project requirements, funding, design, or any other factors occur that may require a new or updated CE Action Class Form, additional scope and fee may be required.
 2. This task does not include the preparation of any additional letters, memoranda, reports, etc. This task does not include protected species surveys; cultural, historic, or archaeological surveys; or agency consultation. Agency consultation regarding protected species and cultural resources are included excluded from this proposal.

D. PCN for Nationwide Permit & Water Quality Certification to include:

- i. A PCN for a Nationwide Permit (NWP) and 401 Water Quality Certification (WQC) will be prepared and submitted to the USACE and DWR for the proposed development. The PCN submittal will contain a narrative describing in detail the purpose of the project and the necessity of the proposed disturbance to demonstrate that this disturbance is warranted. Project design files (completed by others) will be overlaid on jurisdictional features to create jurisdictional

SCOPE OF SERVICES & FEE PROPOSAL

feature impact maps required for permitting. This task includes mitigation coordination if required.

- ii. A draft PCN form with accompanying documentation will be submitted to the Client for review and comment. After addressing comments, a final version will be submitted to the Client. This task includes one round of edits.
 1. This task is for one Pre-Construction Notification which meets the requirements for a NWP. If proposed impacts do not meet the requirements for a Nationwide Permit and/or if multiple permitting phases are proposed, a revised scope will be required. Requests for Additional Information (RAIs), if required, will be handled under Task W05.
 2. This task does not include mitigation fee payment or payment of NCDEQ DWR's review fee.

E. RAI & 401/404 Permit Processing to include:

- i. Response to one RAI will be prepared to answer any questions posed by the USACE and DWR as a result of the PCN application, as needed. Negotiation of NWP and WQC will be undertaken to facilitate regulatory approval of the project. This task includes mitigation coordination and additional time spent for site plan revisions associated with the RAI. If additional RAIs are received, additional scope may be required.
 1. This task does not include mitigation fee payment, or payment of NCDEQ DWR's review fee.

F. Desktop Cultural Resources & SHPO Consultation

- i. Timmons Group will conduct a NC Historic Preservation Office (SHPO) cultural resources database search to determine the effect, if any, the project may have on cultural resources. A review of files will be conducted through the NCSHPO GIS Web Service. Consultation with SHPO will be initiated on the findings of the resource investigation to clarify additional requirements resultant of the initial coordination effort or, if feasible based on the merits of the preliminary information, obtain SHPO release and clearance of the site for development. Recommendations for mitigating any potential historic resources that may affect the project will be provided following consultation.
 1. This task does not include subsurface evaluation of the site.

G. Client/Team Meetings to include:

- i. The Timmons Group Environmental Project Manager may attend up to two (2) 1.5-hour virtual meetings with the client and/or project team. Discussion topics may include any of the tasks listed in the environmental services scope.

3. Traffic Capacity Analysis (TR01)

Timmons Group (TG) will conduct arterial and intersection capacity analyses for the 2024 base year, 2029 no-build, and 2029 build traffic conditions for the Highway 49 Phase 2 project. The subject project is located in Harrisburg, NC and includes a median installation along NC-49 from Pepsi Way / Cedar Road to SR-1300 (Morehead Road / Sims Parkway).

A. Study Area

- i. TG will conduct a capacity / level of service analyses at the following intersections:
 1. Highway 49 / Cedar Drive / Pepsi Way
 2. Highway 49 / Commercial Access 1
 3. Highway 49 / Ford Street / Commercial Access 2
 4. Highway 49 / Church Access 1
 5. Highway 49 / Commercial Access 3
 6. Highway 49 / Z-Max Boulevard / Commercial Access 4
 7. Highway 49 / SR-1300 (Morehead Road / Sims Parkway)

SCOPE OF SERVICES & FEE PROPOSAL

- ii. TG will conduct a capacity / level of service analyses along the following corridor:
 - 1. Highway 49 between Cedar Drive / Pepsi Way and SR-1300 (Morehead Road / Sims Parkway)
- iii. TG will conduct a signal warrant analysis at the following intersection:
 - 1. Highway 49 / Church Access 1

B. Scope of Services

- i. Perform 13-hour (6:00 a.m. – 7:00 p.m.) turning movement traffic counts at the seven (7) study area intersections noted above.
- ii. Review all pertinent information including: land use plans, approved area developments, and/or roadway improvements planned in the study area which may impact traffic patterns.
- iii. Project future ambient network volumes using an area wide growth factor (to be determined in the project scoping meeting).
- iv. Reroute traffic volumes based on the Highway 49 Phase 2 roadway design.
- v. Conduct a capacity / operational analysis for the aforementioned intersections for the following four (4) conditions (AM and PM peak period):
 - 1. Existing Year Traffic Condition
 - 2. Build Year Traffic Condition Without Highway 49 Phase 2 Improvements
 - 3. Build Year Traffic Condition With Highway 49 Phase 2 Improvements
 - 4. Build Year Traffic Condition With Highway 49 Phase 2 Improvements & Recommended Improvements.
- vi. Conduct a capacity / operational analysis for the aforementioned corridor for the following four (4) conditions:
 - 1. Base Year Traffic Condition
 - 2. Build Year Traffic Condition Without Highway 49 Phase 2 Improvements
 - 3. Build Year Traffic Condition With Highway 49 Phase 2 Improvements
 - 4. Build Year Traffic Condition With Highway 49 Phase 2 Improvements & Recommended Improvements.
- vii. Conduct a signal warrant analysis at the aforementioned study area intersection.
- viii. Provide recommendations to improve the level of service (LOS) at any analyzed study area intersection / corridor that demonstrates a deficient level of service due to the Highway 49 Phase 2 project.
- ix. Produce a report that documents all findings and recommendations.
- x. This task assumes a maximum of 4 (4) virtual meetings (including the assumed scoping meeting). It is assumed that two (2) Timmons Group staff members will participate in the meetings.

4. Signal & ITS Design (TR02)

TG will create signal upgrade designs for 10-2224 (Highway 49 at Cedar Drive / Pepsi Way) and 10-0667 (Highway 49 at SR-1300 (Morehead Road / Sims Parkway). Additionally, Timmons Group will create ITS interconnection designs along Highway 49 between Cedar Drive / Pepsi Way to SR-1300 (Morehead Road / Sims Parkway).

A. General

- i. TG will help facilitate the traffic signal agreement between the Town and NCDOT (if needed).
- ii. All fees associated with the traffic signal agreement (review and inspection of these traffic signals by NCDOT and/or other reviewing agencies) are not included as part of this scope of services and will not be the responsibility of TG.
- iii. It is understood that the signal design package cannot be submitted until the signal agreement has been fully executed and the signal agreement has been paid.

SCOPE OF SERVICES & FEE PROPOSAL

B. Scope of Services

- i. TG will utilize provided CAD files (survey and roadway design files) to prepare plans for signal upgrades at the intersections of 10-2224 (Highway 49 at Cedar Drive / Pepsi Way) and 10-0667 (Highway 49 at SR-1300 (Morehead Road / Sims Parkway) in Harrisburg. TG will prepare interconnection plans along Highway 49 between Cedar Drive / Pepsi Way and SR-1300 (Morehead Road / Sims Parkway). Detailed surveys and/or roadway designs are not included as part of the proposed scope of work for this task. If a survey and /or roadway design is required, then either a) the Client will obtain the required CAD to provide to TG (at the Client's cost) or b) additional fee will need to be negotiated to cover the additional costs. All plans will be completed in accordance with NCDOT standards. The plans will identify all signal equipment (i.e. signal cabinets, pull boxes, poles, etc.). TG will calculate clearance timings and quantities and provide copies of these calculations as part of the signal design plan package. Additionally, any applicable electrical wiring details will also be submitted as part of the signal design plan package. All plans will be produced utilizing MicroStation software.

The following items are assumed for the signal design. TG will confirm design requirements with the NCDOT / Town prior to beginning the design. Please note that changes in any of the assumptions listed below (for any reason) may be considered additional services depending on the nature of the change.

1. Current NCDOT Standards and specifications will be utilized.
2. A maximum of two (2) signal designs (one temporary and one final) will be required for signal 10-2224.
3. A maximum of two (2) signal designs (one temporary and one final) will be required for signal 10-0667.
4. A 2070LX controller with Q-Free Maxtime software will be installed the existing cabinets at both intersections.
5. The final designs will include metal pole with mast arms.
6. Pedestrian signals and actuation will be required.
7. Alternate time-of-day phasing will be required where it is currently present (Timmons Group to confirm).
8. Emergency vehicle preemption will not be required.
9. Rail preemption will not be required.
10. Transit preemption will not be required.
11. Utility make-ready plans will not be required.
12. Traffic Signal / Corridor Timing Plans will not be required.
13. Construction Administration will not be required.
14. TG signal design staff will participate in a maximum of one (1) virtual meeting with the Client and / or design team and one (1) site visit to complete the scope of services. It is assumed that two (2) TG signal design staff members will participate in all meetings and site visits.

This proposal assumes that there will be no significant changes to base mapping (i.e. survey and/or roadway design) following the creation of DRAFT signal plans. Any signal plan modification efforts necessary due to updated base mapping following the creation of DRAFT signal plans will be considered additional services. This includes (but is not limited to) base mapping changes due to 1) inaccurate survey and 2) roadway design plan comments provided by reviewing agencies.

SCOPE OF SERVICES & FEE PROPOSAL

5. Roadway Design Services (T01)

A. Project Management to include:

- i. Attend one (1) project scoping meeting;
- ii. Prepare meeting minutes and coordination of action items;
- iii. Provide overall project management/administration/coordination needs with internal TG services, Subconsultants, Town of Harrisburg and NCDOT
- iv. Preparation of NCDOT Design Criteria Table and typical section;
- v. Review and implementation of Town, NCDOT, and AASHTO guidelines;
- vi. Preparation of property owner notification lists and descriptions of field activities requirements necessary for notification letters;
- vii. Prepare and submit engineering plan packages for Town review at 20% (Conceptual Design), 60% (ROW Plans), 90% (Final Plans) and 100% (Construction Document) design stages for the development of the project;
- viii. Develop detailed project cost estimates for each submittal package (20%, 60%, 90%, and 100%) submittal;
- ix. Coordination of NCDEMLR and NCDEQ submittals and permits;
- x. Coordination of nutrient credit purchase and stormwater management plan (it is assumed that no SCMs or BMPs will be required);
- xi. Conduct QA/QC review prior to submittal;
- xii. Submit NCDOT 16.1B Two-Party encroachment permit; and
- xiii. Roadway CA services to include:
 1. Review of final contract plans, specifications and bid documents (compiled by the Town);
 2. Attend six (6) progress meetings as required (our fee assumes six-month construction duration);
 3. Assist with advertising the project, evaluation bids and making recommendations for award; and
 4. Review and recommend responses to RFI's made during construction.

B. Public Involvement to include:

- i. Attend two (2) community engagement meetings and provide following materials: Presentation Boards, flyers, pamphlets, and sign in sheets;
- ii. Respond to citizen RFI's and follow up questions; and
- iii. Prepare and submit public engagement summary.

C. Construction Documents & Plan Design to include:

- i. Value Engineering Alternatives Analysis to include:
 1. Memo providing recommendations for side path location;
 2. Create two (2) schematics illustrating general location of side path;
 3. Identification of all potential risks and constraints; and
 4. Provide planning level estimate for each alternative.
- ii. Preparation of construction baseline alignments;
- iii. Development of proposed profile grades;
- iv. Produce plan cross sectional elements (EOPs, curbing, multi-use path, etc.);
- v. Model roadway corridor and produce proposed surface grading;
- vi. Provide typical sections (pavement sections to match Town standard);
- vii. Generate proposed offset, elevation, and grading plan;
- viii. Cross section sheets with detailed labels every 25';
- ix. Perform AutoTurn analysis for passenger and truck movements;
- x. Include Town/NCDOT notes & details as required;
- xi. Design storm drainage network improvements as needed, perform calculations, and submit to Town and NCDOT for review (where possible, existing storm drainage will be maintained);
- xii. Prepare Pavement Marking Plan and Signing Plans (PMPs);
- xiii. Develop Erosion Control Plans (ECs); and

SCOPE OF SERVICES & FEE PROPOSAL

- xiv. Complete Work Zone Traffic Control Plans (WZTC) with details notes and sequence of construction.

D. Utility Coordination to include:

- i. Provide Town with recommendations regarding potential utility conflicts;
- ii. Identify and contact impacted utility companies;
- iii. Provide conceptual plans for meeting and discussion;
- iv. Provide Town with recommendations on resolutions; and
- v. Follow-up coordination with utility companies through their construction until their scope of involvement is completed (Note: does not include construction staking or construction inspection for utility work that may be required.

Proposed Fees

The fees listed below are based upon a completed NCDOT workday estimate form and anticipated services commensurate. TG understands this is a locally administered project and not all NCDOT project tasks may be needed, however fees have been structured to anticipate standard NCDOT task requirements. TG will provide the entire scope of services described above for the lump sum fee of:

Survey Services (S01)

Task 0001 – Location Surveys	\$32,572.09
Task 0002 – SUE.....	\$25,795.95

Environment Services (W01)

Task 0001 – Natural Env.....	\$20,842.59
Task 0002 – Env Policy	\$7,082.23

Traffic Capacity Analysis Services (TR01)

Task 0001 – Congestion Management	\$28,990.62
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Signal & ITS Design Services (TR02)

Task 0001 – Signals	\$50,587.37
Task 0002 – ITS (Signal Communications).....	\$14,901.34

Roadway Services (T01)

Task 0001 – Project Mgmt.....	\$87,750.59
Task 0002 – Public Involvement.....	\$64,616.55
Task 0003 – Hydraulics.....	\$72,720.30
Task 0004 – Final Pavement Marking & Markers	\$14,665.58
Task 0005 – Roadway	\$281,846.17
Task 0006 – Erosion Control.....	\$15,122.86
Task 0007 – Signing.....	\$16,090.29
Task 0008 – Utilities Coordination	\$21,159.15
Task 0009 – Work Zone Traffic Control (WZTC)	\$34,147.10

TOTAL	\$788,890.78
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Our fees shall not deviate from the figure indicated above without prior written approval from the Client. Tasks above, indicated as ***budget***, may need to be adjusted up or down based on actual field conditions or regulatory requirements. If for any reason a change to this agreement becomes necessary, the client will be notified by a Change Order written by the Project Manager. After the date of this agreement, changes in the scope of work required by the Town may require a Change Order.

SCOPE OF SERVICES & FEE PROPOSAL

Assumptions:

- Right of way acquisition, easement plats/exhibits and landscape services were not included in this scope/fee. However, the project team can provide these services during the life of the project.
- Timmons anticipates the Client will facilitate the completion of the necessary access permission forms for the U.S. Army Corps of Engineers (USACE) for the wetland/stream confirmation.
- Timmons anticipates that all improvements will be maintained within existing or proposed NCDOT row/easement. Timmons will be pursuant of NCDEQ 15A NCAC 02H .1001 (1)(c)(ii). Timmons anticipates that all existing outfalls are adequate and any increase in impervious for this project will not result in the design and implementation of stormwater control measures (SCMs).

Exclusions:

Please note that the above fees do not include the following:

1. Right of Way Acquisition Services (title reports, appraisals, negotiations, closings, etc.);
2. Preparation of Easement Plats/Exhibits;
3. Landscape services;
4. SCM and BMP design;
5. HEC-RAS modeling or major drainage crossings;
6. Construction Inspection Services;
7. Construction materials testing;
8. Geotechnical Investigation and Pavement Design;
9. Design of structural retaining walls and bridges;
10. Town/NCDOT/Agency Review/Permit fees;
11. Protected Species Review & Consultation;
12. An Existing Tree Inventory will be performed by others or during a subsequent phase;
13. Design of utility, public or private, adjustments or relocations (*other than minor, surficial improvements, such as hydrants or valve boxes*);
14. Sign and/or Monument Sign Design will be performed by others or during a subsequent phase;
15. Visualization or Perspective Renderings;
16. Lighting/Photometric Design/Plan;
17. Hardscape materials selection;
18. Site furnishings selection and placement;
19. Staking the proposed centerline or right-of-way limits for field review prior to construction, property owner reviews, utility company requests, work during bidding/construction or the re-setting right-of-way monuments disturbed by construction; and
20. Construction surveying.

If determined necessary or desirable during the detailed design of this project, fees for these additional services can be quoted upon request.

Preliminary Schedule

TG can begin working on this project upon receiving a written notice to proceed. TG will work as necessary to adhere to the client's schedule. A detailed preliminary schedule will be provided with the Project Kickoff Meeting Agenda. The following are preliminary durations (days) of expected milestones.

<u>Roadway:</u>	<u>Days from NTP</u>
Notice to Proceed	TBD
Advance survey notification letters sent out	14 days
Environmental field work (completed)	30 days
Survey and utility location (completed)	45 days
Alternatives Analysis – Multi-Use Path (completed)	60 days

SCOPE OF SERVICES & FEE PROPOSAL

Conceptual design (20%) submittal to Town/NCDOT for review	180 days
Conceptual design (20%) Tabletop Review Meeting	180 days
Community Engagement Meeting #1	210 days
Utility Field Inspection Meeting and Coordination (begin)	210 days
ROW Plans (60%) submittal to Town/NCDOT for review	330 days
ROW Plans (60%) Tabletop Review Meeting	330 days
Community Engagement Meeting #2	360 days
Environmental CE and other Documentation (begin)	390 days
Easement/ROW Acquisition/Negotiations (begin)	390 days
Final Plans (90%) submittal to Town/NCDOT for review	480 days
Final Plans (90%) Tabletop Review Meeting	480 days
Construction Document (100%) submittal to Town/NCDOT	570 days
Approved Encroachment Permit	600 days
Relocate utilities (<i>if required</i>)	660 days
Construction advertisement	660 days
Construction begins	720 days
Project Completion	900 days

Thank you for the opportunity to present you with this proposal for professional services. We look forward to assisting you with the successful completion of this project.

Sincerely,



Brian P. Welch, PE
Senior Project Manager – Roadway Design

Proposal Accepted By:

Client – Printed Name

Title

Client – Signature

Date

SCOPE OF SERVICES & FEE PROPOSAL

Appendices

Figure 1 – Survey Limits Map

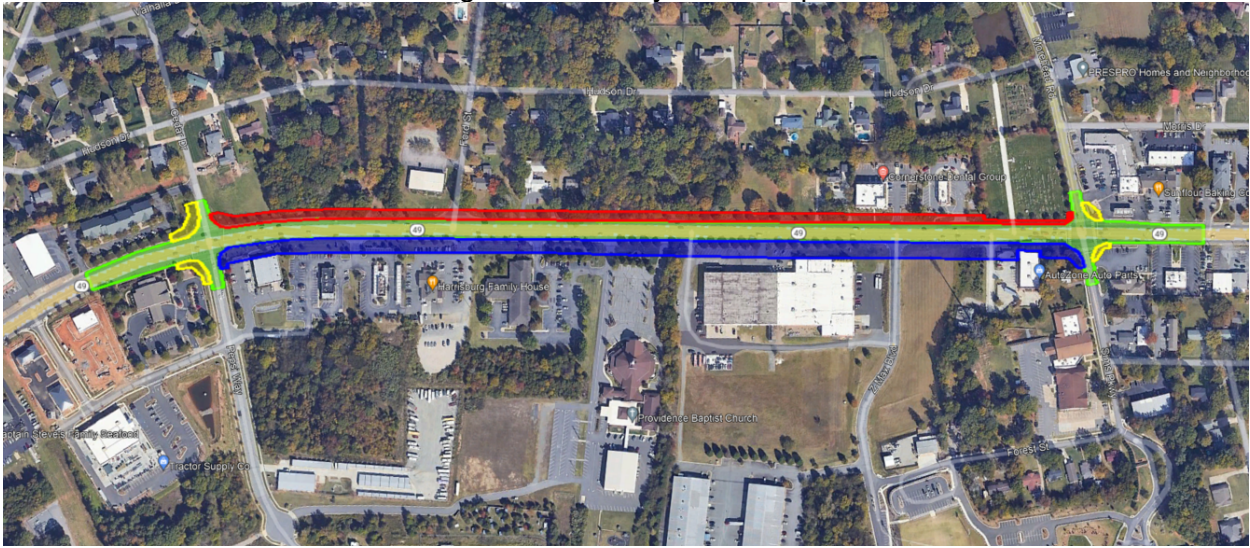


Figure 2 – Environmental Investigation

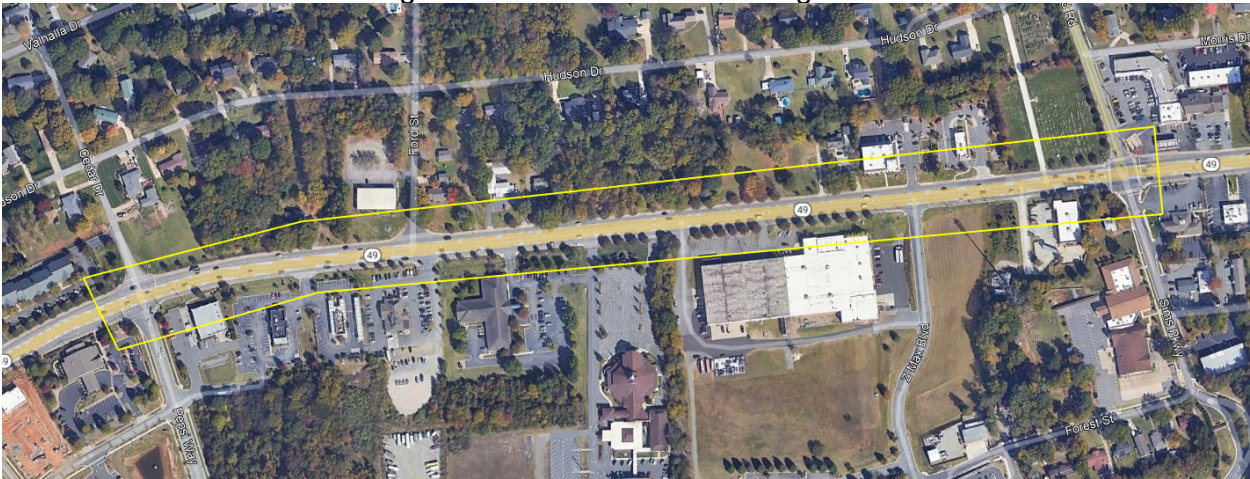




EXHIBIT “B”

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

AFFIDAVIT

I, _____ (the individual signing below), being duly authorized by and on behalf of
_____ (the legal name of the entity entering the contract, "Employer")

after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a). Employer attests that Employer is in compliance with the requirements of the federal and state laws relevant to E-verify.
3. Employer is a person, business entity, or other organization that transacts business in the State of North Carolina. Employer employs 25 or more employees in this State. (mark Yes or No)
a. YES _____, or b. NO _____.
4. Employer attests that all subcontractors employed by it as part of this contract comply with the requirements of E-Verify, and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer as part of any contract with the City of Concord.
5. Employer shall have a continuing duty to inform the City of Concord of any changes to this sworn information.

This ____ day of _____, 20____.

Signature of Affiant

Print or Type Name: _____

State of North Carolina County of Cabarrus

Signed and sworn to (or affirmed) before me, this the _____

day of _____, 20____.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)



EXHIBIT C



EXHIBIT D



EXHIBIT E

Executive Summary

The Executive Summary is a summation of this agreement and is not intended to be used as the agreement between the Department (North Carolina Department of Transportation) and the Party (Entity).

Entity: Harrisburg

County: Cabarrus

TIP: HL-0062

Project: NC Highway 49 Improvements - Phase II

Scope: The construction of Phase II of the NC Highway 49, consisting of median improvements along the NC 49 corridor from Cedar Drive to Morehead Road (SR 1300) to mitigate and control congestion.

Eligible Activities:

PE	50669.2.1	Design
		Environmental
ROW	50669.2.1	ROW Acquisition
	50669.2.2	Utility Relocation
CON	50669.3.1	Construction
FEDERAL-AID	5066901	

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
BGDA	\$7,343,000	80 %	\$1,835,750	20 %
Total Estimated Cost		\$9,178,750		

Responsibility: The Harrisburg shall be responsible for all aspects of the project.

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT -
FEDERAL**

CABARRUS COUNTY

DATE: 5/23/2023

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: HL-0062

AND

WBS Elements: PE 50669.2.1

ROW 50669.2.1

UTL 50669.2.2

HARRISBURG

CON 50669.3.1

FEDERAL-AID NUMBER: 5066901

CFDA #: 20.205

Total Funds [NCDOT Participation] \$7,343,000

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the Harrisburg, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA) allows for the allocation of federal funds to be available for certain specified transportation activities; and,

WHEREAS, the Municipality has requested federal funding for NC Highway 49 Improvements - Phase II, hereinafter referred to as the Project, in Cabarrus County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$7,343,000 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a Supplemental Agreement.

LOCAL PUBLIC AGENCY TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

PERSON IN RESPONSIBLE CHARGE

The Municipality shall designate a person or persons to be in responsible charge of the Project, in accordance with Title 23 of the Code of Federal Regulations, Part 635.105. The person, or persons, shall be expected to:

- Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

- Maintain knowledge of day to day project operations and safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project in accordance with the project scope and scale;
- Review financial processes, transactions and documentation to reduce the likelihood of fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The person in responsible charge must be a full-time employee of the Municipality, but the duties may be split among several employees, if necessary.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the *Local Programs Management Handbook*.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Project consists of the construction of Phase II of the NC Highway 49, consisting of median improvements along the NC 49 corridor from Cedar Drive to Morehead Road (SR 1300) to mitigate and control congestion.

The Department's funding participation in the Project shall be restricted to the following eligible items:

- Design
- Environmental Documentation
- ROW Acquisition
- Utility Relocation
- Construction

as further set forth in this Agreement.

3. FUNDING

PROGRAMMING AND AUTHORIZATION OF FEDERAL FUNDS

The funding currently programmed for the project in the State Transportation Improvement Program (STIP) is BGDA. The funding source may be modified with the coordination and approval of the respective Metropolitan Planning Organization (MPO) and/or the Department prior to authorization of funds. The Department will authorize and reimburse federal funding based on the type of federal funding that is programmed in the STIP at the time of the authorization request. The Department will notify the Municipality of the type of federal funds authorized by issuing a Technical Amendment – Funds Authorization letter. A modification in the source of funds will have no effect on project responsibilities outlined in this agreement.

REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall reimburse 80% of eligible expenses incurred by the Municipality up to a maximum amount of Seven Million Three Hundred Forty-Three Thousand Dollars (\$7,343,000), as detailed below. The Municipality shall provide the non-federal match, as detailed in the FUNDING TABLE below, and all costs that exceed the total estimated cost.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
BGDA	\$7,343,000	80%	\$1,835,750	20%
Total Estimated Cost		\$9,178,750		

WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, during any phase of the delivery of the Project, shall reduce the funding available to the Municipality under this Agreement. The Department will set aside ten percent (10%) of the total estimated cost, or \$917,875 to use towards the costs related to review and oversight of this Project, including, but not limited to review and approval of plans, environmental documents, contract proposals, engineering estimates, construction engineering and inspection oversight, and other items as needed to ensure the Municipality's appropriate compliance with state and federal regulations.

In the event that the Department does not utilize all the set-aside funding, then those remaining funds will be available for reimbursement to the Municipality at the above reimbursement rate. For all costs of work performed on the Project, whether incurred by the Municipality or by the Department, the Municipality shall provide the non-federal match. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

4. PERIOD OF PERFORMANCE

The Municipality has five (5) years to complete all work outlined in the Agreement from the date of authorization of Federal funds for the initial phase of work. Completion for this Agreement is defined as completion of all construction activities or implementation activities, acceptance of the project, and submission of a final reimbursement package to the Department.

If additional time is needed to complete the Project, then a supplemental agreement must be executed. The Department and/or FHWA reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates included herein.

5. PRELIMINARY ENGINEERING AUTHORIZATION

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

6. PROFESSIONAL AND ENGINEERING SERVICES

The Municipality shall comply with the policies and procedures of this provision if the Municipality is requesting reimbursement for the Preliminary Engineering contract or the Construction Contract Administration / Construction Engineering and Inspection contract.

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 2 Code of Federal Regulations Part 200; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64.31; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legisregs/legislat.html and www.ncleg.net/gascripts/Statutes/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department in the Work Codes advertised.
- A pre-negotiation audit will be conducted by the Department's External Audit Branch. The Municipality shall not execute a consultant contract until the Department's review has been completed.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

WORK BY ENTITY

If the Design, Planning, Contract Administration and/or Construction Engineering and Inspection required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

7. PLANNING / ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.
- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.
- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at www.ncleg.net/gascripts/Statues/Statutes.asp and obtaining those permits required thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

8. DESIGN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

9. RIGHT OF WAY / UTILITY AUTHORIZATION

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

10. PROJECT LIMITS AND RIGHT OF WAY (ROW)

The Municipality shall comply with the policies and procedures of this provision regardless of whether the Municipality is requesting reimbursement for the Right of Way phase of the Project.

SPONSOR PROVIDES ROW

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

ROW GUIDANCE

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm; NCGS, Chapter 133, Article 2, Sections 133-5 through 133-18, Relocation Assistance, incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp; and the North Carolina Department of Transportation Right of Way Manual.

APPRAISAL

The Municipality shall submit the appraisal to the Department for review and approval in accordance with Departmental policies and procedures.

CLEARANCE OF PROJECT LIMITS / ROW

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain or are) to be installed within the Department's ROW, or follow other applicable approval process, for utilities within the Municipality's ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

RELOCATION ASSISTANCE

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

11. UTILITIES

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules and regulations, prior to Municipality beginning construction of the project. This Agreement does not modify or supersede any existing Utility Encroachment Agreements that may be in place.

12. RIGHT OF WAY / UTILITY / RAILROAD CERTIFICATION

The Municipality, upon acquisition of all right of way/property necessary for the Project, relocation of utilities, and coordination with the railroad shall provide the Department all required documentation (deeds/leases/easement/plans/agreements) to secure certification. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document; utilities in conflict with the project are relocated, or a plan for their relocation during construction has been approved; and coordination with the railroad (if applicable) has occurred and been documented.

13. CONTRACT PROPOSAL AND ENGINEER'S ESTIMATE

CONTRACT PROPOSAL

The Municipality shall develop a contract proposal that will be advertised for bids. The proposal shall comply with NCDOT Specifications and Standard Drawings as applicable to the Project. The proposal shall also contain provisions, as applicable, per Title 23 Code of Federal Regulations 633 and 635 to include, but not be limited to: FHWA 1273, Buy America, Davis-Bacon Wage Rates, Non-discrimination, DBE Assurances, Contractor Certification regarding suspension and debarment, and other provisions as required by the Department.

ENGINEER'S ESTIMATE

The Municipality shall develop an itemized engineer's estimate to show items referenced to the NCDOT Standard Specifications, if applicable, along with units and unit price. The engineer's estimate will be used as the basis for comparing bids received.

14. CONSTRUCTION AUTHORIZATION

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.
- The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.

15. CONTRACTOR PROCUREMENT

ADVERTISE FOR BIDS

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 2 of the Code of Federal Regulations, Part 200 and Title 23 of the Code of Federal Regulations, Part 633 and Part 635, incorporated by reference at www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm; and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp.

CONSTRUCTION CONTRACTOR REQUIREMENTS

All Contractors submitting bids on the project shall be pre-qualified by the Department. All proposed subcontractors must be pre-qualified before construction work begins. Any subcontractors who are proposed to meet the Disadvantaged Business Enterprise goal must be certified by the Department.

CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference <https://connect.ncdot.gov/projects/Contracts/Pages/LGA-Projects.aspx>.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

AWARDING CONTRACT

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along

with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

DELAY IN PROCUREMENT

In the event the Project has not been let to contract within six (6) months after receiving construction authorization from the Department, the Municipality shall be responsible for documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

FORCE ACCOUNT

Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than a contract awarded by a competitive bidding process, or there is an emergency. Written approval from the Department is required prior to the use of force account by the Municipality. Federal Highway Administration regulations governing Force Account are contained in Title 23 Code of Federal Regulations, Part 635.201, Subpart B; said policy being incorporated in this Agreement by reference www.fhwa.dot.gov/legisregs/directives/cfr23toc.htm. North Carolina General Statutes governing the use of Force Account, Chapter 143, Article 8 (Public Contracts) can be found at www.ncleg.net/gascripts/Statutes/Statutes.asp.

16. CONSTRUCTION

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

CONSTRUCTION CONTRACT ADMINISTRATION

The Municipality shall comply with the NCDOT Construction Manual as referenced at <http://www.ncdot.org/doh/operations/dp%5Fchief%5Feng/constructionunit/formsmanuals/construction/>, which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities,

project diaries, and pay records. The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

RETAINAGE

The Municipality shall not retain any portion of a payment due the contractor.

SIGNAGE

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

SITE LAYOUT

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design (www.usdoj.gov/crt/ada/stdspdf.htm).

RIGHT TO INSPECT

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.

CONTRACTOR COMPLIANCE

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

CHANGE ORDERS

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

SHOP DRAWINGS

Shop Drawings shall be submitted in accordance with the approved plans and specifications and may require review by the Designer.

17. CLOSE-OUT

Upon completion of the Project, the Municipality shall be responsible for the following:

FINAL INSPECTION

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

FINAL PROJECT CERTIFICATION

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

18. MAINTENANCE

The Municipality, at no expense or liability to the Department, shall assume all maintenance responsibilities for the NC Highway 49 Improvements - Phase II, or as required by an executed encroachment agreement.

19. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Design
- Environmental Documentation
- ROW Acquisition
- Utility Relocation
- Construction

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 2 Code of Federal Regulations, Part 200 (www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm) "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm. Reimbursement to the Municipality shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

▪ WORK PERFORMED BEFORE NOTIFICATION

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

- **NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING**

At no time shall the Department reimburse the Municipality costs that exceed the total funding per this Agreement and any Supplemental Agreements.

- **UNSUBSTANTIATED COSTS**

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

- **WORK PERFORMED BY NCDOT**

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$7,343,000 available to the Municipality under this Agreement. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

- **CONSTRUCTION ADMINISTRATION**

Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project. These costs will also include any cost overruns and charges to the Project by the Department during the Construction Phase.

- **CONSTRUCTION CONTRACT UNIT PRICES**

Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

- **RIGHT OF WAY**

Reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the agreed upon just compensation for the property, at the reimbursement rate as shown in the FUNDING TABLE.

- **FORCE ACCOUNT**

Invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in 2 CFR 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.” Reimbursement shall be based on actual eligible costs incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department’s rates in effect for the time period in which the work is performed.

BILLING THE DEPARTMENT

- **PROCEDURE**

The Municipality may bill the Department for eligible Project costs in accordance with the Department’s guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

Along with each invoice, the Municipality is responsible for submitting the FFATA Subrecipient Information Form, which is available at <https://connect.ncdot.gov/municipalities/Funding/Pages/default.aspx>.

- **INTERNAL APPROVALS**

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department’s Financial Management Division.

- **TIMELY SUBMITTAL OF INVOICES**

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

- **FINAL INVOICE**

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement

by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

20. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

21. OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

TITLE VI - CIVIL RIGHTS ACT OF 1964

The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for the funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

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

IMPROPER USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department will bill the Municipality.

TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," Subpart F – Audit Requirements, and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.

AUTHORIZATION TO EXECUTE

The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.

FACSIMILE SIGNATURES

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

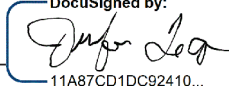
22. SUNSET PROVISION

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

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

HARRISBURG

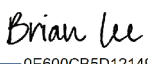
BY:  DocuSigned by:
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TITLE: Mayor

DATE: 8/3/2023

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

This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

 DocuSigned by:
2024-3001-005
0E600CB5D121494...
(FINANCE OFFICER)

Federal Tax Identification Number

56-1046351

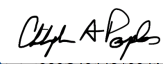
Harrisburg

Remittance Address:

PO Box 100

Harrisburg, NC, 28075

DEPARTMENT OF TRANSPORTATION

BY:  DocuSigned by:
383C434421994A4...
(CHIEF ENGINEER)  DS

DATE: 08/03/2023

APPROVED BY BOARD OF TRANSPORTATION ITEM O: June 6, 2023 (Date)

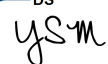
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EXHIBIT F

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of _____

(Name of Bidder)

Affidavit of _____

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- ☐ **1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☐ **2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☐ **3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ **4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☐ **5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- ☐ **6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ **7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ **8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ **9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ **10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____
 Signature: _____
 Title: _____



State of _____, County of _____
 Subscribed and sworn to before me this _____ day of _____ 20____
 Notary Public _____
 My commission expires _____

State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of _____

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____
_____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

State of North Carolina - AFFIDAVIT C - Portion of the Work to be Performed by HUB Certified/Minority Businesses

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by HUB certified/minority businesses as defined in GS143-128.2(g) and 128.4(a),(b),(e) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit.
This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of _____ I do hereby certify that on the
(Name of Bidder)

(Project Name)
Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

Attach additional sheets if required

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____



Signature: _____

Title: _____

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

State of North Carolina AFFIDAVIT D – Good Faith Efforts

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the goal of 10% participation by HUB Certified/ minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of _____ I do hereby certify that on the _____
(Name of Bidder)

Project ID# _____ (Project Name) Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with HUB certified/ minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. (Attach additional sheets if required)

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

Examples of documentation that may be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- Copies of quotes or responses received from each firm responding to the solicitation.
- A telephone log of follow-up calls to each firm sent a solicitation.
- For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- Copy of pre-bid roster
- Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- Letter detailing reasons for rejection of minority business due to lack of qualification.
- Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____



OUTREACH PLAN AND GUIDELINES FOR RECRUITMENT AND SELECTION OF MINORITY BUSINESSES FOR PARTICIPATION IN TOWN OF HARRISBURG BUILDING CONSTRUCTION OR REPAIR CONTRACTS

In accordance with G.S. 143-128.2, these guidelines establish goals for minority participation in single-prime bidding, separate-prime bidding, construction manager at risk, and alternative contracting methods, on Town of Harrisburg building construction or repair projects in the amount of \$300,000 or more. The outreach plan shall also be applicable to the selection process of architectural, engineering, and Construction Manager-at-Risk services.

Town of Harrisburg has a current verifiable goal of 10% percent for minority participation for building construction or repair projects. The goal will be reviewed at least every 5 years.

SECTION A: INTENT

It is the intent of these guidelines that Town of Harrisburg, as awarding authority for building construction or repair projects, and the contractors and subcontractors performing the construction contracts awarded shall cooperate and in good faith do all things legal, proper, and reasonable to achieve the goal of 10% percent for participation by minority businesses in each building construction or repair project as required by GS 143-128.2. Nothing in these guidelines shall be construed to require contractors or awarding authorities to award contracts or subcontracts to or to make purchases of materials or equipment from minority-business contractors or minority-business subcontractors who do not submit the lowest responsible, responsive bid or bids.

SECTION B: DEFINITIONS

1. Minority - a person who is a citizen or lawful permanent resident of the United States and who is:
 - a. Black, that is, a person having origins in any of the black racial groups in Africa;
 - b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;
 - c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, the Pacific Islands;
 - d. American Indian, that is, a person having origins in any of the original peoples of North America; or
 - e. Female
2. Minority Business (MBE) - means a business:
 - a. In which at least fifty-one percent (51%) is owned by one or more minority persons, or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals; and
 - b. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.

3. Socially and economically disadvantaged individual - means the same as defined in 15 U.S.C. 637: Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities. Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged.

4. Owner – Town of Harrisburg.

5. Designer – Any person, firm, partnership, or corporation which has contracted with Town of Harrisburg to perform architectural or engineering work.

6. Bidder - Any person, firm, partnership, corporation, association, or joint venture seeking to be awarded a public contract or subcontract.

7. Contract - A mutually binding legal relationship or any modification thereof obligating the seller to furnish equipment, materials, or services, including construction, and obligating the buyer to pay for them.

8. Contractor - Any person, firm, partnership, corporation, association, or joint venture which has contracted with Town of Harrisburg to perform building construction or repair work.

9. Subcontractor - A firm under contract with the prime contractor or construction manager at risk for supplying materials or labor and materials and/or installation. The subcontractor may or may not provide materials in his subcontract.

SECTION C: MINORITY OUTREACH PLAN AND GUIDELINES

Owner

Town of Harrisburg will employ the following strategies to encourage participation from MBEs.

1. Work with minority-focused and small business groups that support MBE inclusion in the solicitation of bids. These groups include North Carolina Small Business Center Network, North Carolina Small Business Development Center – Charlotte, Business Link North Carolina, Charlotte Business Resources, NC@yourservice, and Small Business and Technology Center Development.
2. Place emphasis on the importance of soliciting certified MBE firms for subcontracting opportunities at pre-bid conferences and in the bid documents. Examine specifications to identify special subcontracting opportunities and strongly encourage prime contractors to solicit bids for subcontracts from MBE firms.
3. Provide detailed information to majority contractors concerning the bidding and good faith efforts requirements by holding meetings with the contractors.
4. Assess the effectiveness of the MBE program, and identify opportunities to enhance it by evaluating MBE participation and compliance and reviewing the good faith efforts provided in bid packages.
5. Build new and strengthen existing business relationships through networking. Continue communicating with other North Carolina public agencies to find out how their MBE outreach programs are working and to share “best practices” and ideas to improve programs.
6. Be visible through participation in trade shows and business organizations of interest to MBE firms, majority contractors, and small businesses, and provide information to the general public about the MBE program, and continue outreach efforts to the business community.
7. Enhance Town of Harrisburg web page by including the outreach plan and guidelines, listing good faith efforts, creating links to MBE resources, and creating awareness of specific subcontracting opportunities.

8. Maintain or continue to maintain a database specifically for MBE firms and majority contractors to ensure those firms wishing to do business with Town of Harrisburg have access to up-to-date information.
9. Advertise upcoming bid opportunities in minority-focused media.
10. Work with architects and engineers to make subcontracting opportunities more noticeable and more easily understood by potential contractors and subcontractors.

Designer

Under the single-prime bidding, separate prime bidding, construction manager at risk, or alternative contracting method, the designer will:

1. Attend the scheduled pre-bid conference to explain minority business requirements to the prospective bidders.
2. Assist the owner to identify and notify prospective minority business prime and subcontractors of potential contracting opportunities.
3. Maintain documentation of any contacts, correspondence, or conversation with minority business firms made in an attempt to meet the goals.
4. Review jointly with the owner, all requirements of G.S. 143-128.2(c) and G.S.143-128.2(f) – (i.e. bidders' proposals for identification of the minority businesses that will be utilized with corresponding total dollar value of the bid and affidavit listing good faith efforts, or affidavit of self-performance of work, if the contractor will perform work under contract by its own workforce) - prior to recommendation of award.
5. During construction phase of the project, review documentation for contract payment to MBEs (e.g. state form "Appendix E: MBE Documentation for Contract Payment" <http://interscope2.doa.state.nc.us/Guidelines/MBE/MBGuidelines2002R.pdf>) for compliance with minority business utilization commitments. Submit this form with monthly pay applications to the Owner.

Prime Contractor(s), CM at Risk, and Its First-Tier Subcontractors

Under the single-prime bidding, the separate-prime bidding, construction manager at risk, and alternative contracting methods, contractor(s) will:

1. Attend the scheduled pre-bid conference.
2. Identify or determine those work areas of a subcontract where minority businesses may have an interest in performing subcontract work.
3. During the bidding process, comply with the owner's requirements listed in the proposal for minority participation.
4. Identify on the bid the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit listing good faith efforts as required by G.S. 143-128.2(c) and G.S. 143-128.2(f).
5. Make documentation showing evidence of implementation of Prime Contractor, CM-at-Risk and First-Tier Subcontractor responsibilities available for review by Town of Harrisburg, upon request.
6. Upon being named the apparent low bidder, the bidder shall provide one of the following: (1) an affidavit that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal; or (2) if the percentage is not equal to the applicable goal, then documentation of all good faith efforts taken to meet the goal. The documentation must include evidence of all good faith efforts that were implemented including any advertisements, solicitations, and evidence of other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract. Failure

to comply with these requirements is grounds for rejection of the bid and award to the next lowest responsible and responsive bidder.

7. The contractor(s) shall identify the name(s) of minority business subcontractor(s) and corresponding dollar amount of work on the schedule of values.
8. The contractor(s) shall submit with each monthly pay request(s) and final payment(s) documentation for contract payment to MBEs (e.g. state form "Appendix E: MBE Documentation for Contract Payment" <http://interscope2.doa.state.nc.us/Guidelines/MBE/MBGuidelines2002R.pdf>) for designer's review.
9. During the construction of a project, at any time, if it becomes necessary to replace a minority business subcontractor, immediately advise the owner in writing, of the circumstances involved. The prime contractor shall make a good faith effort to replace a minority business subcontractor with another minority business subcontractor.
10. If during the construction of a project additional subcontracting opportunities become available, the contractor shall make a good faith effort to solicit sub-bids from minority businesses.

Minority Business Responsibilities

Certification

While minority businesses are not required to become certified in order to participate in Town of Harrisburg building construction or repair projects, it is recommended that they become certified and take advantage of appropriate technical assistance that is made available. Certification can be obtained from the following agencies:

North Carolina Department of Administration Historically Underutilized Business (HUB) certification
North Carolina Department of Transportation Minority/Disadvantaged/Women-owned Business certification
Small Business Administration 8(a) certification
Other governmental agencies on a case-by-case basis

Other Responsibilities

Minority businesses that are contacted by owners or bidders must respond promptly whether or not they wish to submit a bid.

SECTION D: MINIMUM COMPLIANCE REQUIREMENTS

All written statements or affidavits made by the bidder shall become a part of the agreement between the Contractor and Town of Harrisburg for performance of the contract. Failure to comply with any of these statements, affidavits, or with the minority business guidelines shall constitute a breach of the contract. A finding by Town of Harrisburg that any information submitted either prior to award of the contract or during the performance of the contract is inaccurate, false, or incomplete shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of Town of Harrisburg whether to terminate the contract for breach.

In determining whether a contractor has made good faith efforts, Town of Harrisburg will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, diligence, and results of these efforts. Contractors are required to earn at least 50 points for good faith efforts. Failure to file a required affidavit or documentation demonstrating that the contractor made the required good faith effort, is grounds for rejection of the bid. Good faith efforts include:

1. Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least 10 days

before the bid or proposal date and notifying them of the nature and scope of the work to be performed. (10 points)

2. Making the construction plans, specifications, and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bid or proposals are due. (10 points)
3. Breaking down or combining elements of work into economically feasible units to facilitate minority participation. (15 points)
4. Working with minority trade, community, or contractor organizations identified by the Office for Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses. (10 points)
5. Attending any pre-bid meetings scheduled by the public owner. (10 points)
6. Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors. (20 points)
7. Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Reasons for rejection of a minority business based on lack of qualification should be documented in writing. (15 points)
8. Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit. (25 points)
9. Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible. (20 points)
10. Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash flow demands. (20 points)

SECTION E: DISPUTE RESOLUTION PROCEDURES

Pursuant to G.S. 143-128 (f1), all disputes involving contractors on a building construction or repair project with Town of Harrisburg shall be resolved pursuant to State of North Carolina Policy G.S. 143-135.26(11).

SECTION F: In addition to these guidelines, there will be issued with each construction bid package provisions for providing minority business participation in the Town of Harrisburg projects.



EXHIBIT G



Notice to Proceed

TO: Timmons Group
FROM: Town of Harrisburg
DATE: March 11, 2025
SUBJECT: Notice to Proceed with Professional Engineering Services for HL-0062 – Highway 49 Improvements, Phase 2

On behalf of the Town of Harrisburg, I am happy to provide Timmons Group this Notice to Proceed with Professional Engineering Services for STIP Project HL-0062 – Highway 49 Improvements, Phase 2 in accordance with the executed contract.

Timmons Group shall commence services on or before April 1, 2025, and proceed according to the agreed upon schedule outlined in Exhibit A.

The Town of Harrisburg looks forward to working with Timmons Group on this project.

Sincerely,

Devin Huston
Town Engineer
Town of Harrisburg

Acceptance of Notice

Receipt of the above Notice to Proceed is hereby acknowledged by Timmons Group, this _____ day of _____, 2025.

BY: _____

TITLE: _____



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Professional Engineering Services Contract for Hickory Ridge Road Sidewalk Design – BL-0086

Presenting Personnel:

Devin Huston, Town Engineer

Suggested Motion or Action:

If approved:

Motion to award the Professional Engineering Services Contract for Hickory Ridge Road Sidewalk Design to Kimley-Horn and Associates, Inc. in the amount of \$242,515 and authorizing the Town Manager to finalize negotiation and execution of the attached draft contract.

Description/Background:

Harrisburg was awarded matching Transportation Alternatives Program (TAP) funds totaling \$2,078,000 for the Hickory Ridge Road Sidewalk project. A portion of these funds has been authorized to be used for Professional Engineering Services. Kimley-Horn & Associates was selected following an RFLOI per the guidelines set forth in the grant award. 80% of the total amount of the contract is eligible for reimbursement, giving the Town a net estimated final cost of \$48,503.

Recommendation:

Staff recommends awarding the Professional Engineering Services Contract for Hickory Ridge Road Sidewalk Design to Kimley-Horn and Associates, Inc. in the amount of \$242,515 and authorizing the Town Manager to finalize negotiation and execution of the attached draft contract.

Fiscal Impact:

The total fiscal impact of the contract is \$242,515, 80% of the total amount is eligible for reimbursement, giving the Town a net estimated final cost of \$48,503.

Attachments:

1. BL-0086 - HR SWLK - KHA - PE Contract - Draft



TOWN OF HARRISBURG, NORTH CAROLINA AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20_____, by the Town of Harrisburg (“Town”) and Kimley-Horn & Associates (“Consultant”), organized and existing under the laws of the State of North Carolina.

GENERAL PROFESSIONAL SERVICES

WHEREAS, the Town desires to engage the Consultant to provide Professional Engineering, and other technical Professional Services related to engineering, design, and other services, as set forth in Exhibit “A,” for TIP project BL-0086 – Hickory Ridge Road Sidewalk, the “Project”, and

WHEREAS, Consultant provides professional consulting services and has experience, staff, and resources to perform such Services;

NOW THEREFORE, Town and Consultant, in consideration of their mutual covenants, herein agree as follows:

SECTION I: BACKGROUND AND PURPOSE

The purpose of this agreement is to secure professional services necessary to complete the design and other services as outlined in Exhibit “A” related to TIP project BL-0086. Partial funding for this project is matching federal grant program funds subject to certain terms. An agreement between NCDOT and the Town which outlines these terms has been executed and is attached here as Exhibit “B.” Exhibit “B” is hereto attached and incorporated herein by reference as if the same were fully recited, the applicable requirements and provisions related to the services to be provided by this Agreement shall become terms of this Agreement upon execution by both parties.

SECTION II: SERVICES and SCOPE to be PERFORMED

The Consultant shall perform Professional Services as described in the attached Exhibit “A” containing the “Scope of Services and Fee Proposal.”

SECTION III: AGREEMENT DURATION

The Consultant shall commence work upon receipt of written Notice to Proceed from the Town. All work as set forth in Section 1 shall be completed in accordance with the schedule outlined in Exhibit “A.” The Consultant understands that time is of the essence with regard to this Project. If Consultant’s obligations are not completed in accordance with the agreed upon schedule, the Town reserves the right to nullify this Agreement, order the Consultant to immediately cease all work under this Agreement and vacate the premises, and to seek professional services equivalent to those outlined in Section 1. The Consultant shall be held accountable for all damages incurred by the Town as a consequence of the missed deadline. The exercise of any of these rights by the Town shall not be interpreted to prejudice any other rights the Town may have in law or equity.

Requests for changes or extensions to the agreed upon schedule shall be submitted in writing to the Town. Consultant understands that approval of such requests may be contingent on review and approval by NCDOT or other grant authority, and the approval of any Amendments to the approved timelines associated with the project by the state or other entities involved with the administration of the subject grant funding.

SECTION IV: COMPLETE WORK without EXTRA COST

Unless otherwise provided, the Consultant shall obtain and provide, without additional cost to the Town, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Services.



SECTION V: COMPENSATION

Fees for services shall be paid at the rates outlined in Exhibit “A.”

SECTION VI: CONSULTANT’S BILLINGS TO TOWN

Consultant shall submit an Invoice for payment in a form acceptable to the Town, no more frequently than monthly. Invoices will be prepared and signed by Consultant and submitted electronically to the Town. Payment will be made for services completed as of the date of the Invoice. Invoices should be submitted to Cathleen Kiker at ckiker@harrisburgnc.gov.

Should changes or extra services be needed, which will cause a cost overrun; Timmons will consult with the Town for adjustments prior to conducting the work.

SECTION VII: INSURANCE

Consultant shall maintain insurance policies at all times with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
<u>Workers’ Compensation</u>	Statutory Limits
<u>Employers’ Liability</u>	\$1,000,000
<u>General Liability</u>	\$1,000,000 per occurrence regardless of contract size
<u>Automobile Liability</u>	\$1,000,000 per occurrence regardless of contract size
<u>Professional Liability</u>	

Policy limit requirements shall be based on the total amount of compensation to be paid to Contractor under this Agreement and as set forth in Exhibit “A,” and on a determination by Town of whether the services provided under this Agreement are for hazardous or non-hazardous activities. The required limits are:

For Non-Hazardous Activities:

\$1,000,000 per claim / \$1,000,000 annual aggregate

For Hazardous Activities:

☐

For contracts less than \$100,000 –
\$2,000,000 per claim / \$2,000,000 annual aggregate

☒

For contracts over \$100,000 –
\$5,000,000 per claim / \$5,000,000 annual aggregate

Consultant shall provide the Town with a Certificate of Insurance for review prior to the issuance of any contract or Purchase Order. All Certificates of Insurance will require thirty (30) days written notice by the insurer or consultant’s agent in the event of cancellation, reduction or other modifications of coverage. In addition to the notice requirement above, Consultant shall provide the Town with immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the Consultant to provide such notice, Consultant assumes sole responsibility for all losses incurred by the Town for which insurance would have provided coverage. The insurance certificate shall be for the initial contract period and shall be renewed by the consultant for each subsequent renewal period of the contract. The Town shall be listed as certificate holder and named as an additional insured under General Liability. It is required that coverage be placed with “A” rated insurance companies acceptable to the Town. Failure to maintain the required insurance in force may be cause for contract termination. In the event that the consultant fails to maintain and keep in force the insurance herein required, the Town has the right to cancel and terminate the contract without notice.



Contractor shall provide proof that a Drug-Free Workplace Program is in place and that drivers meet DOT/CDL licensing requirements, if requested.

SECTION VIII: PERFORMANCE of WORK by TOWN

If the Consultant fails to perform the Services in accordance to Section II above, the Town may, in its discretion, in order to bring the project closer to schedule, perform or cause to be performed some or all of the Services, and doing so shall not waive any of the Town's rights and remedies. Before doing so, the Town shall give the Consultant reasonable notice of its intention. The Consultant shall reimburse the Town for all costs incurred by the Town in exercising its right to perform or cause to be performed some or all of the Services pursuant to this section.

SECTION IX: DOCUMENTS

All documents, including but not limited to drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations, and estimates, prepared by the Consultant pursuant to this Agreement, shall be the Town's sole property. The Consultant shall furnish or cause to be furnished to the Town any and all such reports, data, studies, plans, specifications, documents, computer files, and other information created or collected by the Consultant for the Project. The documents so provided will remain the property of the Town. All documents prepared by the Consultant for the Town are subject to public records requirements, and the Town will not assume any responsibility for any third party's use of the documents that are produced.

SECTION X: ATTACHMENTS

Additional Exhibits may be used to further define this Agreement when the Consultant and Town so agree. Any additional exhibits shall be designated as exhibits to the Agreement with capitalized, sequential letters of the alphabet, shall be attached hereto and incorporated herein by reference as if the same were fully recited, and shall become terms of this Agreement upon execution by both parties. The following attachments are made a part of this Agreement and incorporated herein by reference:

Exhibit "A": Scope of Services and Fee Proposal

Exhibit "B": E-Verify Affidavit

Exhibit "C": Tax Form(s)

Exhibit "D": Certificate of Insurance

Exhibit "E": Municipal Agreement

Exhibit "F": MBE Documents

Exhibit "G": Notice to Proceed

SECTION XI: NOTICE

All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, email, or certified United States mail, return receipt requested, addressed as follows:

To the Town:
Town of Harrisburg
Attn: Devin Huston
Town Engineer
4100 Main St., STE 101
Harrisburg, NC 28075
dhuston@harrisburgnc.gov

To the Consultant:
Kimley-Horn
Attn: **Tony Spacek**
Vice President
200 South Tryon, Ste 200
Charlotte, NC 08202
tony.spacek@kimley-horn.com



Change of Address, Date Notice Deemed Given:

A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever occurs first.

SECTION XII: INDEMNIFICATION

To the extent permitted by law, the Consultant agrees to pay on behalf of, indemnify, and hold-harmless the Town of Harrisburg, its elected and appointed officials, and employees against any and all fault, actual liabilities, expenses, suits, or losses, including all actual and reasonable costs connected therewith, which may be recovered against or from the Town of Harrisburg, its elected or appointed officials and employees by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, but only to the extent caused by the negligence of the Consultant.

SECTION XIII: ADDITIONAL PROVISIONS

(a) Choice of Law and Forum. This contract shall be deemed made in Cabarrus County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice, in Cabarrus County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) Waiver. No action or failure to act by the Town shall constitute a waiver of any of its rights or remedies that arise out this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions: Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the Town from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the Town's written consent, the Consultant shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this contract. Unless the Town otherwise agrees in writing, the Consultant and all assigns shall be subject to all of the Town's defenses and shall be liable for all of the Consultant's duties that arise out of this contract and all of the Town's claims that arise out of this contract. Without granting the Consultant the right to assign, it is agreed that the duties of the Consultant that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Consultant shall comply with all applicable law.

(g) Town Policy. THE TOWN OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONSULTANTS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONSULTANTS AND VENDORS UNDER CITY CONTRACTS.

(h) EEO Provisions. During the performance of this Contract the Consultant agrees as follows:
(1) The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated equally during



employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Consultant shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Consultant in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.

(i) No Third Party Right Created. This contract is intended for the benefit of the Town and the Consultant and not any other person.

(j) Principles of Interpretation. In this contract, unless the context requires otherwise: (1) The singular includes the plural and the plural the singular. The pronouns “it” and “its” include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word “person” includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.

(k) Modifications, Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the Town unless the Town Manager or other duly authorized official signs it for the Town. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(l) E-Verify. Consultant shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes. Further, if Consultant utilizes a subconsultant, Consultant shall require the Subconsultant to comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.

(m) Iran Divestment Act. Consultant certifies that; (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 143-6A-4; (ii) it will not take any action causing it to appear on any such list during the term of this Contract, and (iii) it will not utilize any subcontractor to provide goods or services hereunder that is identified on any list.

(n) Divestment from Companies that Boycott Israel. Consultant represents, covenants, and certifies that it is not listed on the list of restricted companies developed and published by the North Carolina State Treasurer as required by N.C.G.S. 147-86.81.

(o) Quality and Workmanship. All work performed and/or services rendered shall be performed to the satisfaction of the Town of Harrisburg. The work performed and/or services rendered shall not be considered complete, nor applicable payments rendered, until the Town is satisfied with the work performed and/or services rendered.

(p) Non-appropriation clause. Consultant acknowledges that the Town of Harrisburg 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 the Town of Harrisburg’s obligations under this contract, then this contract shall automatically expire without penalty to the Town of Harrisburg thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the Town of Harrisburg 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. In the event of a change in the Town of Harrisburg’s statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the Town of Harrisburg’s authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to



the Town of Harrisburg upon written notice to Contractor of such limitation or change in the Town of Harrisburg's legal authority.

(q) No pledge of taxing authority. The taxing power of the Town of Harrisburg is not pledged directly or indirectly to secure any monies due under this contract.

(r) No waiver of governmental immunity; Violation of law. Except for waiver of governmental immunity resulting from the execution of a valid contract, the Town of Harrisburg makes no other waiver of governmental immunity. If any provision of the Contract or Agreement is in violation of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against the Town of Harrisburg.

(s) Conflict of Interest. If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between the Town of Harrisburg and the third parties regarding the subject matter of this Contract or Agreement.

(t) Public Record. This Contract or Agreement is subject to disclosure under the public records laws of the State of North Carolina.

SECTION XIV: TERMINATION

Either party may terminate this Agreement upon sixty (60) day written notice; provided, however, no such termination shall discharge Consultant's obligations to complete and furnish services as previously agreed to by the parties pursuant to this Agreement or any Supplemental Service Agreement, nor shall termination discharge the Town's obligations to pay for such services as provided for in this Agreement or any Supplemental Service Agreement.

[SIGNATURE PAGE(S) FOLLOW]



IN WITNESS WHEREOF, the Town of Harrisburg and the Consultant have caused this contract to be executed under seal by their respective duly authorized agents or officers.

TOWN OF HARRISBURG:

Kimley-Horn and Associates, Inc.

(Typed of Printed Legal Name of Consultant)

By: _____
Town Manager

By: _____
Signature of Authorized Officer

Date: _____

Printed Name: Benjamin Taylor

Title: Vice President

ATTEST BY:

Date: _____

Town Clerk

ATTEST:

BY: _____
Signature of Authorized Officer

APPROVED AS TO FORM:

Printed Name: Tony Spacek

Title: Vice President

Attorney for Town of Harrisburg

SEAL

APPROVAL BY TOWN FINANCE OFFICER

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

Signature



EXHIBIT “A”

This document is an Exhibit to the Agreement for Professional Engineering Services between the TOWN OF HARRISBURG and Kimley-Horn & Associates, (KHA) dated the _____ day of _____, 20____.

Scope of Services:

The scope of services is as described in the attached Scope of Work and Fee Proposal by KHA dated January 30, 2025, which is hereby incorporated as part of this exhibit.

Fee for Scope of Services:

The fee for services shall not exceed \$242,515 and shall be based on a time and material format, whereby fees would be invoiced by the amount of actual time/material expended. Fees shall be based on the rate schedule provided in the attached Scope of Work and Fee Proposal. Invoices shall be directed to: Town of Harrisburg Attention: Devin Huston, 4100 Main Street, STE 101, Harrisburg, NC 28026-0308. Should changes or extra services be needed, which will cause a cost overrun; KHA shall consult with the Town for adjustments prior to conducting the work.

BL-0086 (HICKORY RIDGE ROAD SIDEWALK) MILESTONE SCHEDULE

Notice to Proceed	TBD
Survey	30 days after NTP
Begin Environmental Documentation	30 days after NTP
Submit 30% Plans to NCDOT/Town for Review	75 days after NTP
Submit Floodplain Development Permit to Town	130 days after NTP
Begin Utility Coordination	135 days after NTP
Attend Community Engagement Meeting	160 days after NTP
Receive Floodplain Development Permit Approval	170 days after NTP
Submit 75% Plans to NCDOT/Town for Review	190 days after NTP
Receive NCDOT Encroachment Permit Approval	210 days after NTP
Incorporate Comments and Resubmit 75% Plans	235 days after NTP
Receive NCDEQ Grading Permit Approval	245 days after NTP
Receive Categorical Exclusion Approval	260 days after NTP
75% Plan Approval and Receive ROW Authorization	265 days after NTP
Begin ROW Acquisition	295 days after NTP
Submit Draft 100% Plans/Specifications & Estimate	520 days after NTP
Receive ROW Certification	560 days after NTP
Begin Utility Relocation	570 days after NTP
Final Construction Document (100%) submittal to NCDOT/Town	590 days after NTP
Receive Construction Authorization	610 days after NTP
Bid Advertisement	615 days after NTP
Begin Construction	675 days after NTP
Project Complete	855 days after NTP



January 30, 2025

Devin Huston, P.E.
Town Engineer
Town of Harrisburg
4100 Main Street, Suite 101
Harrisburg, NC 28075

Re: Scope of Services for Professional Services for
BL-0086 Hickory Ridge Road Sidewalk Project

Dear Mr. Huston:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this Letter Agreement (the "Agreement") to Town of Harrisburg ("Client") for providing preliminary engineering, permitting, and construction documents for the BL-0086 Hickory Ridge Road Sidewalk Project.

Project Understanding

The BL-0086 Hickory Ridge Road Sidewalk Project will include preliminary engineering and design for the construction of approximately 3,400 LF of sidewalk along the east side of Hickory Ridge Road, starting at the existing sidewalk in front of the Hickory Ridge Middle school, running north to the intersection of Hickory Ridge Road, turning right on the south side of Stallings Road to the intersection with Harrisburg Veterans Road. This project includes the design of a rectangular rapid flashing beacon (RRFB) at Bridge Point Road, and signal modifications at the intersection of Stallings Road and Harrisburg Veterans Road to accommodate a proposed crosswalk to connect the proposed sidewalk to the existing network. Additionally, the project includes the design of a proposed pedestrian bridge over Back Creek. It is understood that the project is funded through the North Carolina TADA Program from the North Carolina Department of Transportation (NCDOT) and the negotiation of this Agreement shall be conducted in accordance with all NCDOT requirements and guidelines.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Survey and Base Mapping (ESP)

The scope of services will be performed in accordance with the requirements of the NCDOT Location and Surveys Unit for Route Surveys and shall include:

- Perform deed and plat research for adjacent properties along corridor. Prepare property owner database of all property owners within the survey limits. Can mail contact letters if needed. (11 properties)
- Obtain any right of way plans for Hickory Ridge and Stallings Road (if any) in order to establish the R/W along the proposed corridor.
- Establish horizontal and vertical control along the proposed corridor.
- Perform a strip topographic survey along the proposed corridor and will pick up the northbound lane to and 35 feet from edge of pavement along the corridor for approximately

3,400 lf. EP shots will be taken on the right (SW) EP at approximately 200' intervals to assist in computing the centerline best fit (NCDOT ELN) alignment. The limits on Stallings Road is 600 feet from centerline to 35 feet from edge of pavement.

- Locate physical improvements along proposed corridor (ie. edge of road, drives, culverts, signs, etc.).
- Locate ground shots at 50' intervals within the survey limits and breaklines as needed to create an accurate DTM.
- Locate underground utilities as marked by "NC One Call" (SUE Class D). No actual utility designation is included in this scope.
- Locate any property monumentation to establish the right-of-way line for Hickory Ridge and Stallings Road. We will attempt to locate front corners where possible and only look for back corners in the absence of any evidence on the existing right of way.(11 Properties) Locate storm and sanitary sewer structures within the survey limits. At this time we estimate 12 storm and 6 sanitary sewer structures.
- Prepare an overall strip topographic survey in accordance with NC Standards of Practice. All mapping will be at 1:20 scale. We estimate 6 plan sheets.
- Provide a hard copy and CAD file to include existing topo surface file. All mapping will be in Civil_3D.
- Stake new right of way and easement points (#5 rebar on R/W and Survey nails on easements). At this time we estimate 35 right of way points.
- Right of Way Control Sheets: At this time, 6 plan sheets are estimated. ESP will prepare control sheets (1C, 2D, 2E, and ROW sheets) to current NCDOT standards.
- Attestation Sheets: ESP will prepare attestation sheets for the conventional surveys on this project; they will be delivered in PDF format.

Kimley-Horn will conduct one (1) two (2) hour site visit to verify the survey.

Task 2 – Environmental (NEPA) Documentation

Environmental documentation services for the project will be provided as follows:

- KHA will prepare a Start of Study Letter for distribution to federal, state, local agencies, and other key local stakeholders. The Start of Study Letter will serve to solicit comments and collect pertinent project information early in the project development process. The letter will include the project description, TIP number, anticipated project schedule, and type of documentation proposed for the project. KHA will also prepare the accompanying figures, which will include a Project Vicinity Map and Environmental Features Map. KHA will submit the letter and figures to the Town for their review. KHA will revise the document once per Town comments. Once approved, KHA will send the letter to the agencies on Town letterhead. Per NCDOT guidelines, KHA will also prepare tribal coordination letters for distribution to relevant tribes. The letters will be prepared on NCDOT letterhead and sent by NCDOT to each tribe.
- KHA will prepare a Direct and Indirect Screening Tool form to document the lack of potential for community direct and indirect impacts.
- Kimley-Horn will review selected reasonably ascertainable regulatory lists such as permitted hazardous waste sites, leaking underground storage tanks, registered underground storage tanks and Resource Conservation and Recovery Act (RCRA) generators for documented environmental incidents within the project area.
- KHA will prepare environmental documentation consistent with the National Environmental Policy Act of 1969, as amended (NEPA), as the project is federally funded. This task is based

on our understanding that this project will be considered a Categorical Exclusion (CE), an action which defined in 23 CFR 771.117: does not induce significant impacts to planned growth or land use of an area; does not require the relocation of significant numbers of people; does not have a significant impact on the natural, cultural, recreational, historic, or other resources; does not involve significant air, noise, or water quality impacts; does not have significant impacts on travel patterns; and does not otherwise, either individually or cumulatively, have any significant impacts.

- Since the proposed project consists of Type I (ground disturbing) actions, it is anticipated that the Type I and II Ground Disturbing Categorical Exclusion Action Classification Form (CE Checklist) will need to be filled out for this project. In cases where there is one or more box checked (threshold values exceeded) in Part E of the CE Checklist, the Federal Highway Administration (FHWA) may individually approve the project as a CE upon receipt of the completed CE Checklist and documentation that those threshold values exceeded will not have a significant effect on the environment. If no boxes are checked, NCDOT will be the only reviewing agency. KHA will prepare a CE Checklist in accordance with current NCDOT and FHWA procedures. If further NEPA documentation is required, it would be considered additional services.
- KHA will submit an electronic copy of the completed CE Checklist to the Town and NCDOT for review and comment. KHA will revise the document once per Town and NCDOT comments. If needed, KHA will submit the revised document to FHWA for review and comment. If comments from FHWA are received, KHA will revise the document and submit a final copy for signatures.
 - This scope of services does not include any investigation or reporting of historic resources. Should the design or other conditions change that would require further research or analysis of historic resources, it would be considered additional services.

Task 3 – Hydraulic Analysis

The Consultant shall provide flood study and stream modeling for the project and develop a means to mitigate for project improvements, modeling the full length of the stream adjacent to the sidewalk to account for sidewalk grading impacts in the floodplain. A preliminary flood study was performed as part of the feasibility study contract, it is assumed that the model can be utilized as part of this project and that the existing conditions have not changed since the original modeling. Back Creek is a FEMA regulated stream studied by detailed methods. The proposed pedestrian bridge will encroach into the effective FEMA floodway requiring hydraulic modeling and analysis. Based on the preliminary modeling conducted during the feasibility study, the Consultant anticipates that the floodway/floodplain encroachment can be approved by the Town's Floodplain Administrator as a no-rise certification, however the proposed pedestrian bridge must "shadow" the existing road bridge—meaning the pedestrian bridge must be parallel to Hickory Ridge Road, located no further than 5' from the existing road bridge abutments, and must be the same span length (56 LF). The Consultant will perform hydraulic modeling and prepare a Floodplain Permit submittal package as follows:

- 3.1 Obtain the FEMA HEC-RAS Stream model for Back Creek from the Town. Utilize the provided HEC-RAS Stream Model to evaluate the proposed trail improvements to regulate floodplain.

Areas of proposed fill or structures that encroach or cross the floodway will be evaluated. The modeling effort will include a duplicate effective, corrective effective and proposed conditions model run(s). This model will incorporate corrections to the received HEC-RAS model, as well as project specific survey data and gather supplemental hydraulic surveys, which will be incorporated into the model. Engineer will prepare and hydraulic modeling in HEC-RAS v4.1 or 5.0 format using the following assumptions:

- 3.1.1** Hydrology - The peak discharges for the 2, 10, 25, and 100-year storms will be based on existing FEMA model data (obtained from FEMA). No separate hydrologic analysis will be performed.
- 3.1.2** Hydraulics - Engineer will use the existing effective or preliminary HEC-RAS to models (obtained from the County) to create a duplicate effective model. FEMA LiDAR (ncfloodmaps.com) data will be supplemented with the project specific topographic base mapping to create a surface for existing and proposed condition models.
- 3.1.3** Engineer will model the pedestrian bridge to verify that a no-rise condition can be achieved. Minor bank grading may be required around the bridge. It is anticipated that the stream grading design will be an iterative (maximum of 3 iterations assumed for this scope) process.
- 3.1.4** Kimley-Horn will submit data and documentation requirements contained in Part 65 of the National Flood Insurance Program (NFIP) regulations and in the Town of Harrisburg's/FEMA's application forms.
- 3.1.5** The floodplain development permit submittal will include the following:
 - No-impact analysis narrative which will include project background, model development, and summary.
 - Published effective excerpts from FIS and corresponding DFIRMs for the project area.
 - Model comparison tables which document the comparison (when applicable) between effective, duplicate, corrected, and proposed model plans.
 - Detailed results including the HEC-RAS output tables.
 - Certified Topographic Work Map illustrating the effective floodplain and floodway limits based on the detailed models.
 - Floodplain development permit application form(s) and check sheet per The Town of Harrisburg's floodplain regulations.

Kimley-Horn will submit the permit application(s) on the Client's behalf. The Town will review the permit application and provide comments (if any) and signatures. It is assumed the permit application would then be submitted to the State for technical review. The Client will reimburse the Engineer for the permit application fees. Kimley-Horn will respond to up to two (2) rounds of comments.

Task 4 – Environmental Permitting

- Wetland and Streams Delineation – KHA will prepare field mapping and conduct field delineation of the project area to verify the absence or presence of potential waters of the U.S., including wetlands. Wetlands and open waters within the project area will be identified utilizing

the three-parameter approach for wetland delineation as described in the U.S. Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual. The jurisdictional limits for wetlands will be flagged following the guidelines presented in the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region (Version 2.0). Wetland data forms required for certification by the USACE will be completed with the data obtained during field reviews. KHA will determine the absence or presence of jurisdictional streams utilizing the current North Carolina Division of Water Resources (NCDWR) stream identification methodology. The documentation of site conditions will include sub-meter global positioning system (GPS) data collection of wetland boundary flags and stream centerlines to illustrate features on a figure to provide to the client for planning purposes and the USACE for verification.

- Natural Resources Technical Memorandum (NRTM) – KHA will summarize the findings of the stream and wetland delineation as well as the preliminary biological assessment in a technical memorandum. The NRTM will consist of a summary of the information gathered as part of this task. These findings will be used in part to supplement the Categorical Exclusion and the environmental permit application documentation for the project.
- Protected Species Surveys and USFWS Coordination - The Endangered Species Act of 1973 mandates that federal agencies ensure that any actions authorized, funded, or carried out by that agency do not jeopardize the “continued existence” of listed species or result in the destruction or adverse modification of critical habitat. Documentation must be an Incidental Take Permit, Incidental Take Statement, “not likely to adversely affect” determination from the USFWS, or concurrence from USFWS that the project has “No Effect” on the listed species or critical habitat. From a NEPA perspective, Question Number 2 on the Categorical Exclusion Action Classification Form asks, “Does the project involve habitat where federally listed endangered or threatened species may occur?” To address this issue from the NEPA perspective, KHA will conduct a thorough review for threatened and endangered species, including the U.S. Fish and Wildlife Service (USFWS) list of endangered species, threatened species, federal species of concern, candidate species for Gaston County, and the North Carolina Natural Heritage Program (NCNHP) database. In addition, KHA will perform a habitat assessment concurrently with the delineation effort, identifying and documenting areas of potentially suitable habitat. If potentially suitable habitat is identified, KHA will coordinate with the USFWS to determine if species surveys are required and endeavor to obtain a “not likely to adversely affect” determination, or concurrence from USFWS that the project has “No Effect” on the listed species or critical habitat.
- Jurisdictional Determination - KHA will prepare and submit a jurisdictional determination (JD) request to the USACE. A JD request will consist of a cover letter, JD form, JD Field Sketch, and the required data forms. Following submittal, KHA will coordinate with the USACE to schedule and conduct a field verification meeting to review the delineation for USACE concurrence.
- PCN Application (if required) - KHA will prepare and submit the appropriate 404/401 permit applications (Pre-Construction Notification) to the USACE and NCDWR and track the permit applications through the regulatory process. It is assumed that the proposed development will qualify for authorization under a Nationwide Permit. Upon receipt of a completed permit application, the USACE has a 45-day review period for Nationwide permits and NCDWR has a 120-day review period. KHA assumes impacts will be less than 0.1 acre of wetlands/waters

and/or less than 0.02 acre of stream and will not require compensatory mitigation. If impacts exceed these thresholds, then compensatory mitigation coordination with the Division of Mitigation Services and the USACE would be required and can be completed as an additional service.

Task 5 – Preliminary Design Plans (30% Design)

Kimley-Horn anticipates the typical section of the sidewalk to be 5-foot wide, with a minimum 5-foot wide planting strip adjacent to the edge of travel along the roadway. Where there is existing curb and gutter, it is anticipated the typical section of the sidewalk to be 5-foot wide along the back of the existing curb.

Kimley-Horn will prepare 30% Preliminary Plans which will consist of:

- Title Sheet
- Typical Sections
- Plan Sheets (1-inch = 20-feet horizontal)
 - Horizontal curve data
 - Superelevation
 - Preliminary slope stake lines
- Profile Sheets (1-inch = 10-feet vertical)
 - Vertical profile will match existing roadway
- Cross Sections (1-inch = 10-feet)
 - Cross Sections every 50' along sidewalk
 - Station labels, cross slope labels and existing ground labels for each cross section
- Preliminary Opinion of Probable Construction Costs (OPCC)

All plans, designs, specifications, and estimates shall conform to the latest edition of AASHTO and NCDOT standards and practices for highway construction.

Kimley-Horn will conduct one (1) two (2) hour site visit to perform general site reconnaissance during the preliminary design phase.

Kimley-Horn will submit the 30% Plans in electronic (PDF) format to the Town. The Town will submit the 30% Plans in electronic (PDF) format to the NCDOT for review. Kimley-Horn will provide a Quality Control/Quality Assurance review of the 30% Plans prior to submittal.

Kimley-Horn has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. All provided opinions of probable costs are based on the information known to Kimley-Horn at the time and represent only Kimley-Horn's judgment as a design professional familiar with the construction industry. Kimley-Horn cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Task 6 – Geotechnical (Falcon Engineering)

Falcon Engineering, Inc. (FEI), as a subconsultant to the Engineer, will provide the following geotechnical engineering services for the Project:

Structure Investigation

- FEI will perform one Standard Penetration Test (SPT) boring on either side of the proposed pedestrian structure (total 2 borings). Borings will be advanced to depths sufficient to design a soldier pile and panel wall or design an intermediate or deep foundation system to support a cast-in-place concrete cantilever wall independent of the existing culvert. Depth up to 60 feet.
- FEI will contact the NC811 to request the location of subscriber utilities in the vicinity of the proposed boring locations. We will also coordinate with Town staff to identify and locate any additional utilities in the area if needed and to provide access through easement gates.
- FEI will conduct up to nine (9) hand auger probes for the sidewalk to provide pavement recommendations. FEI will hand auger to a depth of 3 feet at each location and perform a dual-mass dynamic cone penetrometer (DCP) test at each. This will allow for correlation of an in-situ CBR value to determine pavement support characteristics.
- It is assumed any necessary property owner notification/coordination will be facilitated by others prior to performing our work, and no access permits, clearing permits, or other special considerations will be required. Access for Geotechnical borings and necessary clearing, ground disturbance, and wetland activities are typically covered under applicable laws as “survey activities”.

Laboratory Testing – up to six (6)

The bulk soil sample will be transferred to our laboratory and tested for Atterberg limits, grain size analysis, moisture content, and standard Proctor compaction (Qty.1 each). Split-spoon samples will be transferred to our laboratory for potential further review but will not be tested. Laboratory testing will be performed in general accordance with the applicable test method noted in the attached manday estimate.

Geotechnical Reporting and Recommendations

After completion of our Field and Laboratory Investigation, FEI will prepare the following documents:

- Subsurface Investigation – Inventory (11x17) in general accordance with NCDOT GEU format
- Structure Foundation Recommendations (8.5x11 written recommendations)
- Provision of NCDOT format Inventory Report.
- Provision of NCDOT format Foundation Recommendations.
- Provision of NCDOT format “Roadway” recommendations. Written recommendations only, no 11x17 “graphic” recommendations will be provided.

Task 7 – Right of Way Plans (75% Design)

Task 7.1 Drainage Design

The Consultant will perform preliminary hydraulic analysis for drainage pipe crossings and linear ditches along the proposed alignment for incorporation into the 75% plans. This analysis will be based upon the topographical information included in the survey and base mapping and supplemented with; GIS contour information, USGS Quad maps, FEMA information, and surveyed

topography. The anticipated tasks associated with the drainage evaluation concurrent with the permit plans include:

- Conduct field reconnaissance of existing and proposed drainage features and patterns associated with proposed pipe crossings and existing ditches. Supplemental hydraulic surveys will be performed in addition to the provided survey, to be used to set proposed culvert inverts.
- Size all cross pipes along sidewalk alignment and determine critical path profile minimums to allow for the proposed cross pipes. Incorporate these critical profile control points to establishing the vertical alignment.
- Existing curb & gutter is assumed to be maintained along Hickory Ridge Road and Stallings Road.
 - Spread calculations will be completed for both roadways.
- Proposed drainage inlets and pipes will be designed to NCDOT standard.
- Design proposed ditches necessary to appropriately drain low areas adjacent to proposed Sidewalk, overland flow, and to replace existing ditches impacted by the proposed Sidewalk.
- Evaluate and design necessary revisions to existing hydraulic structures (drop inlets, cross pipes, headwalls) that may be impacted by the proposed sidewalk.
- Finalize hydraulic designs for ditches, storm drainage systems, drop inlet locations, outfall analyses, and final cross pipe designs.
- Draft the proposed drainage features (ditches, cross pipes, inlets, etc.) and all associated labeling.

Task 7.2 75% Real Estate Plans

Kimley-Horn will prepare Permit and Real Estate Plans consisting of sidewalk plans, centerline, vertical alignment, cross sections, construction limits, retaining wall plan and preliminary profiles, proposed easements, and pavement marking and signing plans. The designs will be performed in accordance with applicable Town, NCDOT, AASHTO and NACTO (National Association of Town Transportation Officials) standards and guidelines. Kimley-Horn will reference appropriate NCDOT Roadway Standard Drawings to indicate how vehicular and pedestrian traffic is to be maintained during construction of the project.

Engineer will prepare the sidewalk plans on combined plan and profile sheets at a scale of 1"= 20' horizontal and 1" = 2' vertical. Engineer will prepare preliminary sidewalk cross sections every 50' at a scale of 1" = 10'. This submittal will include an opinion of probable construction cost. Kimley-Horn will submit one (1) set of Permit and Real Estate Plans to the Town and one (1) set to NCDOT for review. Engineer will provide a Quality Control/Quality Assurance review of the plans prior to submittal.

Kimley-Horn shall provide a list (in 8-1/2" x 11" format) of all staff review comments with a written response for each, indicating how each comment was addressed. One (1) round of comment responses to each agency are anticipated in this task. Additional responses to rounds of comments will be considered an additional service.

Erosion and Sediment Control Design

Engineer will design and specify erosion control measures which minimize erosion and limit off-site sedimentation during construction. The design will be in accordance with the requirements of the NCDEQ and the Town. Kimley-Horn will submit the necessary application, calculations, and erosion control plans to the NCDEQ Division of Land Quality Regional Engineer to apply for a grading permit.

Work Zone Traffic Control

Kimley-Horn will develop Transportation Management Plans in accordance with the Guidelines for Transportation Management Plan Development, dated January 2010. The Transportation Management Plans and quantities will be submitted to the Town and NCDOT for review at the 75%, 90% and 100% submittals.

Task 7.3 Pedestrian Signal Design

Kimley-Horn will design a traffic signal upgrade at the intersection of Stallings Road and Harrisburg Veterans Road to support the sidewalk improvements and add pedestrian signals. Kimley-Horn will visit the site to confirm the existing conditions. Kimley-Horn will design a signal plan and electrical details in conformance to NCDOT and Town of Harrisburg standards for the subject intersection.

Kimley-Horn will prepare and submit 75% geometric plans to NCDOT and the Town of Harrisburg. Upon receipt of comments on the geometric plans, Kimley-Horn will revise the plans if needed based on comments and develop electrical details and submit 90% plans for review. Kimley-Horn will revise the plans if needed based on comments and submit 100% plans.

Based on a review of the existing signal conditions during scoping, Kimley-Horn does not anticipate impacts to existing signal poles; however, should those impacts arise, temporary design(s) may be needed to install new pole(s) and maintain the operation of the signal during construction. Kimley-Horn can prepare those temporary signal design(s) as an additional service if needed. Similarly, Kimley-Horn does not anticipate impacts to the existing signal cabinets or fiber optic cables which communicate between traffic signals; however, should those impacts arise, communication plans may be needed to provide new connections. Kimley-Horn can prepare those communication plans as an additional service if needed.

Deliverables:

1. 75% Design Plans
2. Opinion of Probable Construction Cost (OPCC)

Task 8 – Structural Plans

The structural design of one (1) pedestrian bridge (approximate total bridge length of 60 feet) will be performed in accordance with the AASHTO Guide Specification for the Design of Pedestrian Bridges, and the AASHTO LRFD Bridge Design Manual; and based on the foundation recommendations, provided by the project Geotechnical Engineer, and the hydraulic study. It is assumed that the pedestrian bridge will consist of a prefabricated superstructure (designed by others), supported by cast-in-place concrete on H-Piles designed by the Engineer. Geotechnical recommendations were not available at the time of this scope and fee. If a different substructure unit or foundation type is

recommended than that assumed above, Engineer will develop a new scope and fee for any additional effort.

Preliminary Bridge Plans

Engineer will develop Preliminary Bridge Plans, which will include two (2) plan sheets for the structure showing plan, profile, and typical pedestrian bridge section. Preliminary Bridge Plans will be submitted to the Town for review at the 75% plan phase.

Engineer will incorporate any comments on the Preliminary Bridge Plans provided by the Town into the Final Bridge Plans.

90% Bridge Plans

Kimley-Horn will develop 90% bridge plans for the pedestrian bridges. The 90% plans for the pedestrian bridges will consist of:

- Bridge plan and elevation
- Index of drawings
- General notes
- Foundation data
- Conceptual prefabricated steel truss superstructure plan and details, including specifications
- Substructure plans and details

Kimley-Horn will submit bridge plans for review at the 90% plan phase to the Town. One round of 90% plan review comments will be incorporated into the final bridge plans. The final bridge plans for the pedestrian bridges will consist of construction documents, and specifications.

Pedestrian Bridge Basis of Design

- Bridge length, span options, and height above creek/stream shall be based on hydraulic requirements.
 - Engineer has assumed one (1) span length for this scope of work.
- The maximum walkway (clear) width for the pedestrian bridge shall be 10 feet.
- The maximum vehicular live load on the pedestrian bridge shall be H-5.
- The anticipated span for the pedestrian bridge is 60 feet, simple span.
- Pedestrian bridge superstructure will be a prefabricated structure designed by others, based on the details and performance specification in the contract documents.
- The anticipated pedestrian bridge substructure units will consist of reinforced concrete founded on steel H-Piles.

The Consultant shall produce specifications for the bridge main spans suitable for bidding.

Task 9 – Permitting & Coordination

- NCDOT Encroachment

- Kimley-Horn will submit a third-party encroachment agreement between the Town and NCDOT to the Local District Office for the sidewalk within or adjacent to, NCDOT Right-of-Way. Environmental form, NPDES, will be included and filled out by Kimley-Horn.
- Kimley-Horn assumes reviews at milestones outlined in this scope will be reviewed at the Division. Kimley-Horn assumes there will be one (1) review at the Division level. Any additional reviews outside of Division 10 by NCDOT will be an additional service.
- NCDEQ
 - Sedimentation and Erosion Control Permit - Engineer will prepare and submit a sediment and erosion control permit to the Mooresville Regional Office of NCDEQ. The permit application package will include: NCDEQ E&SC checklist, Financial Responsibility Form (Signed by the Town), calculations package, Construction Plans, and application fee.

Up to two (2) rounds of drawing revisions due to reasonable regulatory review are included in this Scope.

Kimley-Horn and Associates, Inc. has no control over the actions of jurisdictional agencies or other parties. Accordingly, professional opinions as to the status of permits and professional opinions as to the probability and timeframe for approvals are made solely on the basis of professional experience and past experiences.

Task 10 – Utility Coordination

Kimley-Horn shall not be or become responsible for design or construction by utility companies as a result of performing the work of this section.

Kimley-Horn shall provide coordination with privately owned utilities which may be affected by the design of the Project and whose respective owners are responsible for the design and adjustments to these utilities (if any). Coordination of utilities and utility plans shall include the following tasks:

A. Utility Analysis

- (a) Identify Utility Agencies and/or Owners - Kimley-Horn will utilize all available resources, including but not necessarily limited to the NC One Call, previous projects and on-site visits to identify utility facilities within the project limits.
- (b) Develop Utility Contact List - Kimley-Horn will make contact with utilities and/or agencies to establish appropriate contact personnel. Information collected includes: type of utility company name personnel name, shipping address, phone numbers (office, mobile, fax), and e-mail address.
- (c) Distribute Plans - Engineer will distribute plans in formats provided by designer to utilities (hardcopy, PDF, Microstation).

B. Utility Owner Concurrence:

- (a) Preliminary Utility Meeting - Engineer will conduct preliminary utility meetings with the utilities and Client to review project plans and schedules. Utilities will be requested to verify existing facilities, provide as-built information and propose resolutions to conflicts with roadway construction. Engineer will secure venue, send meeting notices, conduct meeting and record meeting minutes.

- (b) Individual/Field Meetings - Engineer will conduct individual/field meetings with the utilities to review their facilities in relation to the proposed project. Engineer will secure venue, send meeting notices, conduct meeting and record meeting minutes.
 - (c) Collect and Review Utility Plans and Data - Engineer will collect as-built plans as well as marked plans from utilities and prepare a utility conflict analysis. Engineer will call out conflicts with respect to roadway plans, constructability as well as conflicts among utilities.
 - (d) Identify Utilities with Compensable Rights - Engineer will investigate prior right claims made by utilities submitting such claim. Engineer will request appropriate documentation from utilities to validate prior rights (recorded easement / right-of-way or adverse possession) and assist utility with the completion of appropriate Relocation Agreement.
 - (e) Utility Design Meetings - Engineer will conduct utility design meetings to review conflict resolution and constructability of utility relocation plans, schedules for installation cutover and removal of old facilities. Engineer will secure venue, send meeting notices, conduct meeting and record meeting minutes.
- C. Utility-by-Others (UbO) Plans - Engineer will prepare UbO plans for required private utility relocations within the project limits using the software specified by the Client. UbO plans will be submitted for review at periodic stages established by the Client. Engineer will conduct individual meetings with the utilities to review the UbO plans, estimates, and work schedules for accuracy and constructability.

Task 11 – Construction Documents (100% Design)

Kimley-Horn will prepare final construction documents for submittal as Draft Final and Final Construction plans for bidding. Drawings shall comply with applicable requirements of the Americans with Disabilities Act and Accessibility Guidelines (A.D.A.A.G.) and current applicable State and local codes.

Construction Documents will include, site drainage, grading, erosion control, layout, sidewalk design, details, and a specification manual for a formal bid procedure. Drawings and details will be prepared using NCDOT 2024 Roadway Standard Drawings as the primary standard. Specifications will be prepared using NCDOT's 2024 Standard Specifications and be based on unit price bid. Bid documents shall be prepared for Single Prime contract. Kimley-Horn will prepare a bid proposal manual using NCDOT standards for bidding. Kimley-Horn will submit the project proposal manual to the Town of Gastonia for review and will anticipate any additional information specific to the Town's procurement procedures to be included in the bid proposal. Kimley-Horn will complete the upfront contract document including standard provisions, supplemental conditions, notice to bidder, DBE requirement, change order forms, etc. that should be included in the Contract Manual. Kimley-Horn will only be responsible for preparing in project specific provisions and bid tab.

Kimley-Horn shall provide marked up plans showing all staff review comments with a written response for each, indicating how each comment was addressed.

Task 11.1: Draft Final Plans

Kimley-Horn will prepare Draft final plans, technical specifications and bid documents including construction-ready drawings, special conditions, and unit price proposal page. This task assumes the Town will provide and Town specific forms, narratives for use in the front-end specs for the bid book and the Consultant will assemble the bid book. The Draft Final Plans, Technical Specifications, and final Opinion of Probable Construction Cost will be submitted to the Town and NCDOT, for review and approval. Engineer will provide a Quality Control/Quality Assurance review of the Draft final construction plans prior to submittal. Two (2) rounds of comment responses are anticipated in this task.

Task 11.2: Final Sealed Plans

Upon receipt of comments or approval of the Draft final plans, Engineer will furnish one reproducible set of final sealed construction plans and documents for use by the Town in the bidding and construction phases. Reproducible drawings will be 22" by 34". Two (2) copies of final sealed plans and signed NCDOT Encroachment Agreement/NPDES forms will be submitted to NCDOT for approval. Kimley-Horn will provide the Town one (1) sealed hard copy as well as a DocuSign PDF of the final plans. Kimley-Horn will provide a CD with one (1) electronic set (in PDF format) of the sealed plans and specifications and applicable CADD files.

Task 12 – Public InvolvementOpen House Meeting

- Consultant shall be responsible for attending and preparing up to three (3) exhibits for one (1) two (2) hour open-house (drop-in style) or virtual public meeting. Two attendees from Kimley-Horn are assumed.
- Consultant will attend the meeting and present the design, answer questions that may arise, and gather input shared by residents attending the meetings.
- Consultant shall develop a meeting summary to capture all information exchanged in the public meeting.
- It is assumed the Town will arrange the location of the meeting and notify the public of the meeting.

Online Information

- Consultant to assist Town by providing electronic copies of meeting materials to upload to Town website for project information.

Task 13 – Meetings & Coordination

- Design coordination conference calls, up to one (1) hour, with Town between milestones (3 meetings assumed). It is assumed up to two (2) members of Kimley-Horn staff will attend.
- Public meeting preparation meeting, up to one (1) hour, with Town and up to two (2) members of Kimley-Horn staff.

- Up to five (5) coordination conference calls, up to one (1) hour, with NCDOT. It is assumed up to two (2) members of Kimley-Horn staff will attend.
- Provide meeting notes for design review meetings with Town and NCDOT at major milestones (3 milestone meetings assumed)
- Monthly administration and coordination (24 months assumed)
- Progress reports provided with monthly invoices.
- Consultant will develop a project schedule including major milestones to get to construction. Any changes or updates required during the project's progression will be provided to the Division Project Manager. It is assumed up to two (2) revisions of the schedule will be made.
- Project to begin upon being issued notice to proceed (NTP) from Town.
- All deliverables to be forwarded to the Town Project Manager and NCDOT Division Project Manager, unless directed otherwise.

Task 14 – Bid Phase

Upon final approval of Construction Documents by all agencies, Kimley-Horn will assist the Town with bid phase services. Kimley-Horn shall perform the following tasks in order as shown below:

- Attend a pre-bid meeting to inform contractors of the project. This assumes up to 2 key staff members in attendance.
- Prepare Minutes/Notes of the Pre-bid meeting.
- Receive and provide clarifications and information as requested by bidders and help the Town issue up to three (3) addenda to the bid.
- Attend and conduct the bid opening.
- Upon selection of the contractor, assist the Town with their review of bid packages for compliance and prepare bid tabulation.
- Attend the pre-construction conference. This assumes up to 2 key staff members.
- Prepare Minutes/Notes of the Pre-construction conference.

Kimley-Horn assumes the Town shall:

- Advertise the project.
- Determine location and time of the bid opening.
- Review of all bid packages in conjunction with Kimley-Horn.
- Provide the final selection letter to the Contractor.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Public Involvement
- Right of Way Appraisals
- Right of Way Negotiations
- Right of Way Mapping

- Additional Survey Services
- Geotechnical Services
- Sidewalk design beyond the limits of this project
- Water/sewer design
- Retaining wall design
- Landscape plans
- Meetings and workshops beyond those described above
- Construction Administration

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 14 for the total lump sum fee below. All permitting, application, and similar project fees will be paid directly by the Client.

Total Lump Sum Fee	\$242,514.74
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Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

(Remainder of page intentionally left blank.)



EXHIBIT “B”

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

AFFIDAVIT

I, _____ (the individual signing below), being duly authorized by and on behalf of
_____ (the legal name of the entity entering the contract, "Employer")

after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a). Employer attests that Employer is in compliance with the requirements of the federal and state laws relevant to E-verify.
3. Employer is a person, business entity, or other organization that transacts business in the State of North Carolina. Employer employs 25 or more employees in this State. (mark Yes or No)
a. YES _____, or b. NO _____.
4. Employer attests that all subcontractors employed by it as part of this contract comply with the requirements of E-Verify, and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer as part of any contract with the City of Concord.
5. Employer shall have a continuing duty to inform the City of Concord of any changes to this sworn information.

This ____ day of _____, 20____.

Signature of Affiant

Print or Type Name: _____

State of North Carolina County of Cabarrus

Signed and sworn to (or affirmed) before me, this the _____

day of _____, 20____.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)



EXHIBIT C



EXHIBIT D



EXHIBIT E

Executive Summary

The Executive Summary is a summation of this agreement and is not intended to be used as the agreement between the Department (North Carolina Department of Transportation) and the Party (Entity).

Entity: Town of Harrisburg

County: Cabarrus

TIP: BL-0086

Project: Hickory Ridge Road Sidewalk Extension

Scope: the construction of a public sidewalk extension of approximately 3,300 LF of 5-foot-wide concrete sidewalk, a pedestrian bridge with a span of 60 LF, and the addition of a signalized crosswalk to the existing intersection of SR 1161 (Stallings Road) and SR 1304 (Harrisburg Veterans Road).

Eligible Activities:

PE	50847.1.1	Design
		Environmental
ROW	50847.2.1	ROW Acquisition
	50847.2.2	Utility Relocation
CON	50847.3.1	Construction
FEDERAL-AID	5084701	

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
TADA	\$1,662,400	80 %	\$415,600	20 %
Total Estimated Cost		\$2,078,000		

Responsibility: The Town of Harrisburg shall be responsible for all aspects of the project.

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT -
FEDERAL**

CABARRUS COUNTY

DATE: 5/22/2023

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: BL-0086

AND

WBS Elements: PE 50847.1.1

ROW 50847.2.1

UTL 50847.2.2

TOWN OF HARRISBURG

CON 50847.3.1

FEDERAL-AID NUMBER: 5084701

CFDA #: 20.205

Total Funds [NCDOT Participation] \$1,662,400

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the Town of Harrisburg, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA) allows for the allocation of federal funds to be available for certain specified transportation activities; and,

WHEREAS, the Municipality has requested federal funding for Hickory Ridge Road Sidewalk Extension, hereinafter referred to as the Project, in Cabarrus County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$1,662,400 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a Supplemental Agreement.

LOCAL PUBLIC AGENCY TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

PERSON IN RESPONSIBLE CHARGE

The Municipality shall designate a person or persons to be in responsible charge of the Project, in accordance with Title 23 of the Code of Federal Regulations, Part 635.105. The person, or persons, shall be expected to:

- Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

- Maintain knowledge of day to day project operations and safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project in accordance with the project scope and scale;
- Review financial processes, transactions and documentation to reduce the likelihood of fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The person in responsible charge must be a full-time employee of the Municipality, but the duties may be split among several employees, if necessary.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the *Local Programs Management Handbook*.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Project consists of the construction of a public sidewalk extension of approximately 3,300 LF of 5-foot-wide concrete sidewalk, a pedestrian bridge with a span of 60 LF, and the addition of a signalized crosswalk to the existing intersection of SR 1161 (Stallings Rd) and SR 1304 (Harrisburg Veterans Rd).

The Department's funding participation in the Project shall be restricted to the following eligible items:

- Design
- Environmental Documentation
- ROW Acquisition
- Utility Relocation
- Construction

as further set forth in this Agreement.

3. FUNDING

PROGRAMMING AND AUTHORIZATION OF FEDERAL FUNDS

The funding currently programmed for the project in the State Transportation Improvement Program (STIP) is Transportation Alternatives Program. The funding source may be modified with the coordination and approval of the respective Metropolitan Planning Organization (MPO) and/or the Department prior to authorization of funds. The Department will authorize and reimburse federal funding based on the type of federal funding that is programmed in the STIP at the time of the authorization request. The Department will notify the Municipality of the type of federal funds authorized by issuing a Technical Amendment – Funds Authorization letter. A modification in the source of funds will have no effect on project responsibilities outlined in this agreement.

REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall reimburse **80%** of eligible expenses incurred by the Municipality up to a maximum amount of One Million Six Hundred Sixty -Two Thousand and Four Hundred Dollars (\$1662,400), as detailed below. The Municipality shall provide the non-federal match, as detailed in the FUNDING TABLE below, and all costs that exceed the total estimated cost.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
TADA	\$1,662,400	80%	\$415,600	20%
Total Estimated Cost		\$2,078,000		

WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, during any phase of the delivery of the Project, shall reduce the funding available to the Municipality under this Agreement. The Department will set aside ten percent (10%) of the total estimated cost, or \$207,800 to use towards the costs related to review and oversight of this Project, including, but not limited to review and approval of plans, environmental documents, contract proposals, engineering estimates, construction engineering and inspection oversight, and other items as needed to ensure the Municipality's appropriate compliance with state and federal regulations.

In the event that the Department does not utilize all the set-aside funding, then those remaining funds will be available for reimbursement to the Municipality at the above reimbursement rate. For all costs of work performed on the Project, whether incurred by the Municipality or by the Department, the Municipality shall provide the non-federal match. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

4. PERIOD OF PERFORMANCE

The Municipality has five (5) years to complete all work outlined in the Agreement from the date of authorization of Federal funds for the initial phase of work. Completion for this Agreement is defined as completion of all construction activities or implementation activities, acceptance of the project, and submission of a final reimbursement package to the Department.

If additional time is needed to complete the Project, then a supplemental agreement must be executed. The Department and/or FHWA reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates included herein.

5. PRELIMINARY ENGINEERING AUTHORIZATION

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in

writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

6. PROFESSIONAL AND ENGINEERING SERVICES

The Municipality shall comply with the policies and procedures of this provision if the Municipality is requesting reimbursement for the Preliminary Engineering contract or the Construction Contract Administration / Construction Engineering and Inspection contract.

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 2 Code of Federal Regulations Part 200; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64.31; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legisregs/legislat.html and www.ncleg.net/gascripts/Statutes/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department in the Work Codes advertised.
- A pre-negotiation audit will be conducted by the Department's External Audit Branch. The Municipality shall not execute a consultant contract until the Department's review has been completed.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

WORK BY ENTITY

If the Design, Planning, Contract Administration and/or Construction Engineering and Inspection required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

7. PLANNING / ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.
- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.
- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at www.ncleg.net/gascripts/Statues/Statutes.asp and obtaining those permits required

thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

8. DESIGN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

9. RIGHT OF WAY / UTILITY AUTHORIZATION

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

10. PROJECT LIMITS AND RIGHT OF WAY (ROW)

The Municipality shall comply with the policies and procedures of this provision regardless of whether the Municipality is requesting reimbursement for the Right of Way phase of the Project.

SPONSOR PROVIDES ROW

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

ROW GUIDANCE

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm; NCGS, Chapter 133, Article 2, Sections

133-5 through 133-18, Relocation Assistance, incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp; and the North Carolina Department of Transportation Right of Way Manual.

APPRAISAL

The Municipality shall submit the appraisal to the Department for review and approval in accordance with Departmental policies and procedures.

CLEARANCE OF PROJECT LIMITS / ROW

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain or are) to be installed within the Department's ROW, or follow other applicable approval process, for utilities within the Municipality's ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

RELOCATION ASSISTANCE

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

11. UTILITIES

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules

and regulations, prior to Municipality beginning construction of the project. This Agreement does not modify or supersede any existing Utility Encroachment Agreements that may be in place.

12. RIGHT OF WAY / UTILITY / RAILROAD CERTIFICATION

The Municipality, upon acquisition of all right of way/property necessary for the Project, relocation of utilities, and coordination with the railroad shall provide the Department all required documentation (deeds/leases/easement/plans/agreements) to secure certification. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document; utilities in conflict with the project are relocated, or a plan for their relocation during construction has been approved; and coordination with the railroad (if applicable) has occurred and been documented.

13. CONTRACT PROPOSAL AND ENGINEER'S ESTIMATE

CONTRACT PROPOSAL

The Municipality shall develop a contract proposal that will be advertised for bids. The proposal shall comply with NCDOT Specifications and Standard Drawings as applicable to the Project. The proposal shall also contain provisions, as applicable, per Title 23 Code of Federal Regulations 633 and 635 to include, but not be limited to: FHWA 1273, Buy America, Davis-Bacon Wage Rates, Non-discrimination, DBE Assurances, Contractor Certification regarding suspension and debarment, and other provisions as required by the Department.

ENGINEER'S ESTIMATE

The Municipality shall develop an itemized engineer's estimate to show items referenced to the NCDOT Standard Specifications, if applicable, along with units and unit price. The engineer's estimate will be used as the basis for comparing bids received.

14. CONSTRUCTION AUTHORIZATION

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.

- The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.

15. CONTRACTOR PROCUREMENT

ADVERTISE FOR BIDS

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 2 of the Code of Federal Regulations, Part 200 and Title 23 of the Code of Federal Regulations, Part 633 and Part 635, incorporated by reference at www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm; and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp.

CONSTRUCTION CONTRACTOR REQUIREMENTS

All Contractors submitting bids on the project shall be pre-qualified by the Department. All proposed subcontractors must be pre-qualified before construction work begins. Any subcontractors who are proposed to meet the Disadvantaged Business Enterprise goal must be certified by the Department.

CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference <https://connect.ncdot.gov/projects/Contracts/Pages/LGA-Projects.aspx>.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

AWARDING CONTRACT

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

DELAY IN PROCUREMENT

In the event the Project has not been let to contract within six (6) months after receiving construction authorization from the Department, the Municipality shall be responsible for documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

FORCE ACCOUNT

Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than a contract awarded by a competitive bidding process, or there is an emergency. Written approval from the Department is required prior to the use of force account by the Municipality. Federal Highway Administration regulations governing Force Account are contained in Title 23 Code of Federal Regulations, Part 635.201, Subpart B; said policy being incorporated in this Agreement by reference www.fhwa.dot.gov/legregs/directives/cfr23toc.htm. North Carolina General Statutes governing the use of Force Account, Chapter 143, Article 8 (Public Contracts) can be found at www.ncleg.net/gascripts/Statutes/Statutes.asp.

16. CONSTRUCTION

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

CONSTRUCTION CONTRACT ADMINISTRATION

The Municipality shall comply with the NCDOT Construction Manual as referenced at <http://www.ncdot.org/doh/operations/dp%5Fchief%5Feng/constructionunit/formsmanuals/construction/>, which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities, project diaries, and pay records. The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

RETAINAGE

The Municipality shall not retain any portion of a payment due the contractor.

SIGNAGE

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

SITE LAYOUT

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design (www.usdoj.gov/crt/ada/stdspdf.htm).

RIGHT TO INSPECT

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this

Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.

CONTRACTOR COMPLIANCE

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

CHANGE ORDERS

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

SHOP DRAWINGS

Shop Drawings shall be submitted in accordance with the approved plans and specifications and may require review by the Designer.

17. CLOSE-OUT

Upon completion of the Project, the Municipality shall be responsible for the following:

FINAL INSPECTION

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

FINAL PROJECT CERTIFICATION

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

18. MAINTENANCE

The Municipality, at no expense or liability to the Department, shall assume all maintenance responsibilities for the Hickory Ridge Road Sidewalk Extension, or as required by an executed encroachment agreement.

19. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Design
- Environmental Documentation
- ROW Acquisition
- Utility Relocation
- Construction

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 2 Code of Federal Regulations, Part 200 (www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm) "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm. Reimbursement to the Municipality shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

▪ **WORK PERFORMED BEFORE NOTIFICATION**

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

▪ **NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING**

At no time shall the Department reimburse the Municipality costs that exceed the total funding per this Agreement and any Supplemental Agreements.

▪ **UNSUBSTANTIATED COSTS**

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

▪ **WORK PERFORMED BY NCDOT**

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$1,662,400 available to the Municipality under this Agreement. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

▪ **CONSTRUCTION ADMINISTRATION**

Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project. These costs will also include any cost overruns and charges to the Project by the Department during the Construction Phase.

▪ **CONSTRUCTION CONTRACT UNIT PRICES**

Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

- **RIGHT OF WAY**

Reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the agreed upon just compensation for the property, at the reimbursement rate as shown in the FUNDING TABLE.

- **FORCE ACCOUNT**

Invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." Reimbursement shall be based on actual eligible costs incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.

BILLING THE DEPARTMENT

- **PROCEDURE**

The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

Along with each invoice, the Municipality is responsible for submitting the FFATA Subrecipient Information Form, which is available at <https://connect.ncdot.gov/municipalities/Funding/Pages/default.aspx>.

- **INTERNAL APPROVALS**

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

- **TIMELY SUBMITTAL OF INVOICES**

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the

Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

- **FINAL INVOICE**

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

20. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

21. OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

TITLE VI - CIVIL RIGHTS ACT OF 1964

The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for the funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

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

IMPROPER USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department will bill the Municipality.

TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," Subpart F – Audit Requirements, and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.

AUTHORIZATION TO EXECUTE

The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.

FACSIMILE SIGNATURES

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

22. SUNSET PROVISION

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

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the

Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

TOWN OF HARRISBURG

DocuSigned by:
BY: *Janice League*
11A87CD1DC92410...

TITLE: Mayor

DATE: 8/3/2023

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

This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act

DocuSigned by:
Brian Lee 2024-3001-007
0E600CE5D121494
(FINANCE OFFICER)

Federal Tax Identification Number

56-1046351

Town of Harrisburg

Remittance Address:

PO Box 100

Harrisburg, NC, 28075

DEPARTMENT OF TRANSPORTATION

DocuSigned by:
BY: *Cheryl A. Pope*
383C4344219947A4...
(CHIEF ENGINEER)

DS
MTG

DATE: 08/03/2023

APPROVED BY BOARD OF TRANSPORTATION ITEM O: July 6, 2023 (Date)

DS
YSM



EXHIBIT F

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of _____

(Name of Bidder)

Affidavit of _____

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- ☐ **1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☐ **2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☐ **3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ **4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☐ **5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- ☐ **6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ **7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ **8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ **9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ **10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____
 Signature: _____
 Title: _____



State of _____, County of _____
 Subscribed and sworn to before me this _____ day of _____ 20____
 Notary Public _____
 My commission expires _____

State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of _____

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____
_____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

State of North Carolina - AFFIDAVIT C - Portion of the Work to be Performed by HUB Certified/Minority Businesses

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by HUB certified/minority businesses as defined in GS143-128.2(g) and 128.4(a),(b),(e) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit.
This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of _____ I do hereby certify that on the
(Name of Bidder)

(Project Name)
Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

Attach additional sheets if required

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

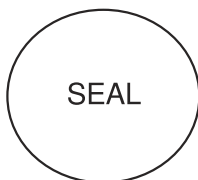
*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____



Signature: _____

Title: _____

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

State of North Carolina AFFIDAVIT D – Good Faith Efforts

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the goal of 10% participation by HUB Certified/ minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of _____ I do hereby certify that on the
(Name of Bidder)

Project ID# _____ (Project Name) Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with HUB certified/ minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. (Attach additional sheets if required)

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

Examples of documentation that may be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

Identification of HUB Certified/ Minority Business Participation

(Name of Bidder)

do hereby certify that on this project, we will use the following HUB Certified/ minority business as construction subcontractors, vendors, suppliers or providers of professional services.

[illegible]

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

The total value of minority business contracting will be (\$)_____.



OUTREACH PLAN AND GUIDELINES FOR RECRUITMENT AND SELECTION OF MINORITY BUSINESSES FOR PARTICIPATION IN TOWN OF HARRISBURG BUILDING CONSTRUCTION OR REPAIR CONTRACTS

In accordance with G.S. 143-128.2, these guidelines establish goals for minority participation in single-prime bidding, separate-prime bidding, construction manager at risk, and alternative contracting methods, on Town of Harrisburg building construction or repair projects in the amount of \$300,000 or more. The outreach plan shall also be applicable to the selection process of architectural, engineering, and Construction Manager-at-Risk services.

Town of Harrisburg has a current verifiable goal of 10% percent for minority participation for building construction or repair projects. The goal will be reviewed at least every 5 years.

SECTION A: INTENT

It is the intent of these guidelines that Town of Harrisburg, as awarding authority for building construction or repair projects, and the contractors and subcontractors performing the construction contracts awarded shall cooperate and in good faith do all things legal, proper, and reasonable to achieve the goal of 10% percent for participation by minority businesses in each building construction or repair project as required by GS 143-128.2. Nothing in these guidelines shall be construed to require contractors or awarding authorities to award contracts or subcontracts to or to make purchases of materials or equipment from minority-business contractors or minority-business subcontractors who do not submit the lowest responsible, responsive bid or bids.

SECTION B: DEFINITIONS

1. Minority - a person who is a citizen or lawful permanent resident of the United States and who is:
 - a. Black, that is, a person having origins in any of the black racial groups in Africa;
 - b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;
 - c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, the Pacific Islands;
 - d. American Indian, that is, a person having origins in any of the original peoples of North America; or
 - e. Female
2. Minority Business (MBE) - means a business:
 - a. In which at least fifty-one percent (51%) is owned by one or more minority persons, or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals; and
 - b. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.

3. Socially and economically disadvantaged individual - means the same as defined in 15 U.S.C. 637: Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities. Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged.

4. Owner – Town of Harrisburg.

5. Designer – Any person, firm, partnership, or corporation which has contracted with Town of Harrisburg to perform architectural or engineering work.

6. Bidder - Any person, firm, partnership, corporation, association, or joint venture seeking to be awarded a public contract or subcontract.

7. Contract - A mutually binding legal relationship or any modification thereof obligating the seller to furnish equipment, materials, or services, including construction, and obligating the buyer to pay for them.

8. Contractor - Any person, firm, partnership, corporation, association, or joint venture which has contracted with Town of Harrisburg to perform building construction or repair work.

9. Subcontractor - A firm under contract with the prime contractor or construction manager at risk for supplying materials or labor and materials and/or installation. The subcontractor may or may not provide materials in his subcontract.

SECTION C: MINORITY OUTREACH PLAN AND GUIDELINES

Owner

Town of Harrisburg will employ the following strategies to encourage participation from MBEs.

1. Work with minority-focused and small business groups that support MBE inclusion in the solicitation of bids. These groups include North Carolina Small Business Center Network, North Carolina Small Business Development Center – Charlotte, Business Link North Carolina, Charlotte Business Resources, NC@yourservice, and Small Business and Technology Center Development.
2. Place emphasis on the importance of soliciting certified MBE firms for subcontracting opportunities at pre-bid conferences and in the bid documents. Examine specifications to identify special subcontracting opportunities and strongly encourage prime contractors to solicit bids for subcontracts from MBE firms.
3. Provide detailed information to majority contractors concerning the bidding and good faith efforts requirements by holding meetings with the contractors.
4. Assess the effectiveness of the MBE program, and identify opportunities to enhance it by evaluating MBE participation and compliance and reviewing the good faith efforts provided in bid packages.
5. Build new and strengthen existing business relationships through networking. Continue communicating with other North Carolina public agencies to find out how their MBE outreach programs are working and to share “best practices” and ideas to improve programs.
6. Be visible through participation in trade shows and business organizations of interest to MBE firms, majority contractors, and small businesses, and provide information to the general public about the MBE program, and continue outreach efforts to the business community.
7. Enhance Town of Harrisburg web page by including the outreach plan and guidelines, listing good faith efforts, creating links to MBE resources, and creating awareness of specific subcontracting opportunities.

8. Maintain or continue to maintain a database specifically for MBE firms and majority contractors to ensure those firms wishing to do business with Town of Harrisburg have access to up-to-date information.
9. Advertise upcoming bid opportunities in minority-focused media.
10. Work with architects and engineers to make subcontracting opportunities more noticeable and more easily understood by potential contractors and subcontractors.

Designer

Under the single-prime bidding, separate prime bidding, construction manager at risk, or alternative contracting method, the designer will:

1. Attend the scheduled pre-bid conference to explain minority business requirements to the prospective bidders.
2. Assist the owner to identify and notify prospective minority business prime and subcontractors of potential contracting opportunities.
3. Maintain documentation of any contacts, correspondence, or conversation with minority business firms made in an attempt to meet the goals.
4. Review jointly with the owner, all requirements of G.S. 143-128.2(c) and G.S.143-128.2(f) – (i.e. bidders’ proposals for identification of the minority businesses that will be utilized with corresponding total dollar value of the bid and affidavit listing good faith efforts, or affidavit of self-performance of work, if the contractor will perform work under contract by its own workforce) - prior to recommendation of award.
5. During construction phase of the project, review documentation for contract payment to MBEs (e.g. state form “Appendix E: MBE Documentation for Contract Payment” <http://interscope2.doa.state.nc.us/Guidelines/MBE/MBGuidelines2002R.pdf>) for compliance with minority business utilization commitments. Submit this form with monthly pay applications to the Owner.

Prime Contractor(s), CM at Risk, and Its First-Tier Subcontractors

Under the single-prime bidding, the separate-prime bidding, construction manager at risk, and alternative contracting methods, contractor(s) will:

1. Attend the scheduled pre-bid conference.
2. Identify or determine those work areas of a subcontract where minority businesses may have an interest in performing subcontract work.
3. During the bidding process, comply with the owner’s requirements listed in the proposal for minority participation.
4. Identify on the bid the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit listing good faith efforts as required by G.S. 143-128.2(c) and G.S. 143-128.2(f).
5. Make documentation showing evidence of implementation of Prime Contractor, CM-at-Risk and First-Tier Subcontractor responsibilities available for review by Town of Harrisburg, upon request.
6. Upon being named the apparent low bidder, the bidder shall provide one of the following: (1) an affidavit that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal; or (2) if the percentage is not equal to the applicable goal, then documentation of all good faith efforts taken to meet the goal. The documentation must include evidence of all good faith efforts that were implemented including any advertisements, solicitations, and evidence of other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract. Failure

to comply with these requirements is grounds for rejection of the bid and award to the next lowest responsible and responsive bidder.

7. The contractor(s) shall identify the name(s) of minority business subcontractor(s) and corresponding dollar amount of work on the schedule of values.
8. The contractor(s) shall submit with each monthly pay request(s) and final payment(s) documentation for contract payment to MBEs (e.g. state form "Appendix E: MBE Documentation for Contract Payment" <http://interscope2.doa.state.nc.us/Guidelines/MBE/MBGuidelines2002R.pdf>) for designer's review.
9. During the construction of a project, at any time, if it becomes necessary to replace a minority business subcontractor, immediately advise the owner in writing, of the circumstances involved. The prime contractor shall make a good faith effort to replace a minority business subcontractor with another minority business subcontractor.
10. If during the construction of a project additional subcontracting opportunities become available, the contractor shall make a good faith effort to solicit sub-bids from minority businesses.

Minority Business Responsibilities

Certification

While minority businesses are not required to become certified in order to participate in Town of Harrisburg building construction or repair projects, it is recommended that they become certified and take advantage of appropriate technical assistance that is made available. Certification can be obtained from the following agencies:

North Carolina Department of Administration Historically Underutilized Business (HUB) certification
North Carolina Department of Transportation Minority/Disadvantaged/Women-owned Business certification
Small Business Administration 8(a) certification
Other governmental agencies on a case-by-case basis

Other Responsibilities

Minority businesses that are contacted by owners or bidders must respond promptly whether or not they wish to submit a bid.

SECTION D: MINIMUM COMPLIANCE REQUIREMENTS

All written statements or affidavits made by the bidder shall become a part of the agreement between the Contractor and Town of Harrisburg for performance of the contract. Failure to comply with any of these statements, affidavits, or with the minority business guidelines shall constitute a breach of the contract. A finding by Town of Harrisburg that any information submitted either prior to award of the contract or during the performance of the contract is inaccurate, false, or incomplete shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of Town of Harrisburg whether to terminate the contract for breach.

In determining whether a contractor has made good faith efforts, Town of Harrisburg will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, diligence, and results of these efforts. Contractors are required to earn at least 50 points for good faith efforts. Failure to file a required affidavit or documentation demonstrating that the contractor made the required good faith effort, is grounds for rejection of the bid. Good faith efforts include:

1. Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least 10 days

before the bid or proposal date and notifying them of the nature and scope of the work to be performed. (10 points)

2. Making the construction plans, specifications, and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bid or proposals are due. (10 points)
3. Breaking down or combining elements of work into economically feasible units to facilitate minority participation. (15 points)
4. Working with minority trade, community, or contractor organizations identified by the Office for Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses. (10 points)
5. Attending any pre-bid meetings scheduled by the public owner. (10 points)
6. Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors. (20 points)
7. Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Reasons for rejection of a minority business based on lack of qualification should be documented in writing. (15 points)
8. Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit. (25 points)
9. Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible. (20 points)
10. Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash flow demands. (20 points)

SECTION E: DISPUTE RESOLUTION PROCEDURES

Pursuant to G.S. 143-128 (f1), all disputes involving contractors on a building construction or repair project with Town of Harrisburg shall be resolved pursuant to State of North Carolina Policy G.S. 143-135.26(11).

SECTION F: In addition to these guidelines, there will be issued with each construction bid package provisions for providing minority business participation in the Town of Harrisburg projects.



EXHIBIT G



Notice to Proceed

TO: Kimley-Horn & Associates (KHA)
FROM: Town of Harrisburg
DATE: March 11, 2025
SUBJECT: Notice to Proceed with Professional Engineering Services for BL-0086 –
Hickory Ridge Road Sidewalk

On behalf of the Town of Harrisburg, I am happy to provide KHA this Notice to Proceed with Professional Engineering Services for STIP Project BL-0086 – Hickory Ridge Road Sidewalk in accordance with the executed contract.

KHA shall commence services on or before April 1, 2025, and proceed according to the agreed upon schedule outlined in Exhibit A.

The Town of Harrisburg looks forward to working with KHA on this project.

Sincerely,

Devin Huston
Town Engineer
Town of Harrisburg

Acceptance of Notice

Receipt of the above Notice to Proceed is hereby acknowledged by KHA, this _____ day of _____, 2025.

BY: _____

TITLE: _____



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Professional Engineering Services Contract for Caldwell Road Ext. Phase 1 - HL-0063

Presenting Personnel:

Devin Huston, Town Engineer

Suggested Motion or Action:

If approved:

Motion to award the Professional Engineering Services Contract for Caldwell Road Extension Phase 1 Design to RK&K in the amount of \$862,000 and authorizing the Town Manager to finalize negotiation and execution of the attached draft contract upon receipt of authorization to execute the contract from NCDOT.

Description/Background:

Harrisburg was awarded matching Surface Transportation Block Grant (STBG) funds totaling \$6,107,000 for Caldwell Road Extension Phase 1. A portion of these funds has been authorized to be used for Professional Engineering Services. RK&K was selected following an RFLOI per the guidelines set forth in the grant award. 80% of the total amount of the PE contract is eligible for reimbursement, giving the Town an estimated final cost of \$172,400. Final authorization to execute the professional services contract from NCDOT is expected soon.

Recommendation:

Staff recommends awarding the Professional Engineering Services Contract for Caldwell Road Extension Phase 1 Design to RK&K in the amount of \$862,000 and authorizing the Town Manager to finalize negotiation and execution of the attached draft contract upon receipt of authorization to execute the contract from NCDOT.

Fiscal Impact:

The total fiscal impact of the contract is \$862,000, 80% of the total amount is eligible for reimbursement, giving the Town a net estimated final cost of \$172,400

Attachments:

1. HL-0063 - Caldwell Ext. PE Contract - Draft



TOWN OF HARRISBURG, NORTH CAROLINA AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20_____, by the Town of Harrisburg (“Town”) and Rummel, Klepper & Kahl LLP, (“Consultant”), organized and existing under the laws of the State of North Carolina.

PROFESSIONAL SERVICES

WHEREAS, the Town desires to engage the Consultant to provide Professional Engineering, and other technical Professional Services related to engineering, design, and other services, as set forth in Exhibit “A,” for TIP project HL-0063 – Caldwell Road Extension, the “Project”, and

WHEREAS, Consultant provides professional consulting services and has experience, staff, and resources to perform such Services;

NOW THEREFORE, Town and Consultant, in consideration of their mutual covenants, herein agree as follows:

SECTION I: BACKGROUND AND PURPOSE

The purpose of this agreement is to secure professional services necessary to complete the design and other services as outlined in Exhibit “A” related to TIP project HL-0063. Partial funding for this project is matching federal grant program funds subject to certain terms. An agreement between NCDOT and the Town which outlines these terms has been executed and is attached here as Exhibit “E.” Exhibit “E” is hereto attached and incorporated herein by reference as if the same were fully recited, the applicable requirements and provisions related to the services to be provided by this Agreement shall become terms of this Agreement upon execution by both parties.

SECTION II: SERVICES and SCOPE to be PERFORMED

The Consultant shall perform Professional Services as described in the attached Exhibit “A” containing the “Scope of Services and Fee Proposal.”

SECTION III: AGREEMENT DURATION

The Consultant shall commence work upon receipt of written Notice to Proceed from the Town. All work as set forth in Section 1 shall be completed in accordance with the schedule outlined in Exhibit “A.” The Consultant understands that time is of the essence with regard to this Project. If Consultant’s obligations are not completed in accordance with the agreed upon schedule, the Town reserves the right to nullify this Agreement, order the Consultant to immediately cease all work under this Agreement and vacate the premises, and to seek professional services equivalent to those outlined in Section 1. The Consultant shall be held accountable for all damages incurred by the Town as a consequence of the missed deadline. The exercise of any of these rights by the Town shall not be interpreted to prejudice any other rights the Town may have in law or equity.

Requests for changes or extensions to the agreed upon schedule shall be submitted in writing to the Town. Consultant understands that approval of such requests may be contingent on review and approval by NCDOT or other grant authority, and the approval of any Amendments to the approved timelines associated with the project by the state or other entities involved with the administration of the subject grant funding.

SECTION IV: COMPLETE WORK without EXTRA COST

Unless otherwise provided, the Consultant shall obtain and provide, without additional cost to the Town, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Services.



SECTION V: COMPENSATION

Fees for services shall be paid at the rates outlined in Exhibit “A.”

SECTION VI: CONSULTANT’S BILLINGS TO TOWN

Consultant shall submit an Invoice for payment in a form acceptable to the Town, no more frequently than monthly. Invoices will be prepared and signed by Consultant and submitted electronically to the Town. Payment will be made for services completed as of the date of the Invoice. Invoices should be submitted to Cathleen Kiker at ckiker@harrisburgnc.gov.

Should changes or extra services be needed, which will cause a cost overrun; Timmons will consult with the Town for adjustments prior to conducting the work.

SECTION VII: INSURANCE

Consultant shall maintain insurance policies at all times with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
<u>Workers’ Compensation</u>	Statutory Limits
<u>Employers’ Liability</u>	\$1,000,000
<u>General Liability</u>	\$1,000,000 per occurrence regardless of contract size
<u>Automobile Liability</u>	\$1,000,000 per occurrence regardless of contract size
<u>Professional Liability</u>	

Policy limit requirements shall be based on the total amount of compensation to be paid to Contractor under this Agreement and as set forth in Exhibit “A,” and on a determination by Town of whether the services provided under this Agreement are for hazardous or non-hazardous activities. The required limits are:

For Non-Hazardous Activities:

\$1,000,000 per claim / \$1,000,000 annual aggregate

For Hazardous Activities:

☐

For contracts less than \$100,000 –
\$2,000,000 per claim / \$2,000,000 annual aggregate

☒

For contracts over \$100,000 –
\$5,000,000 per claim / \$5,000,000 annual aggregate

Consultant shall provide the Town with a Certificate of Insurance for review prior to the issuance of any contract or Purchase Order. All Certificates of Insurance will require thirty (30) days written notice by the insurer or consultant’s agent in the event of cancellation, reduction or other modifications of coverage. In addition to the notice requirement above, Consultant shall provide the Town with immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the Consultant to provide such notice, Consultant assumes sole responsibility for all losses incurred by the Town for which insurance would have provided coverage. The insurance certificate shall be for the initial contract period and shall be renewed by the consultant for each subsequent renewal period of the contract. The Town shall be listed as certificate holder and named as an additional insured under General Liability. It is required that coverage be placed with “A” rated insurance companies acceptable to the Town. Failure to maintain the required insurance in force may be cause for contract termination. In the event that the consultant fails to maintain and keep in force the insurance herein required, the Town has the right to cancel and terminate the contract without notice.



Contractor shall provide proof that a Drug-Free Workplace Program is in place and that drivers meet DOT/CDL licensing requirements, if requested.

SECTION VIII: PERFORMANCE OF WORK BY TOWN

If the Consultant fails to perform the Services in accordance to Section II above, the Town may, in its discretion, in order to bring the project closer to schedule, perform or cause to be performed some or all of the Services, and doing so shall not waive any of the Town's rights and remedies. Before doing so, the Town shall give the Consultant reasonable notice of its intention. The Consultant shall reimburse the Town for all costs incurred by the Town in exercising its right to perform or cause to be performed some or all of the Services pursuant to this section.

SECTION IX: DOCUMENTS

All documents, including but not limited to drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations, and estimates, prepared by the Consultant pursuant to this Agreement, shall be the Town's sole property. The Consultant shall furnish or cause to be furnished to the Town any and all such reports, data, studies, plans, specifications, documents, computer files, and other information created or collected by the Consultant for the Project. The documents so provided will remain the property of the Town. All documents prepared by the Consultant for the Town are subject to public records requirements, and the Town will not assume any responsibility for any third party's use of the documents that are produced.

SECTION X: ATTACHMENTS

Additional Exhibits may be used to further define this Agreement when the Consultant and Town so agree. Any additional exhibits shall be designated as exhibits to the Agreement with capitalized, sequential letters of the alphabet, shall be attached hereto and incorporated herein by reference as if the same were fully recited, and shall become terms of this Agreement upon execution by both parties. The following attachments are made a part of this Agreement and incorporated herein by reference:

Exhibit "A": Scope of Services and Fee Proposal

Exhibit "B": E-Verify Affidavit

Exhibit "C": Tax Form(s)

Exhibit "D": Certificate of Insurance

Exhibit "E": Municipal Agreement

Exhibit "F": MBE Documents

Exhibit "G": Notice to Proceed

SECTION XI: NOTICE

All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, email, or certified United States mail, return receipt requested, addressed as follows:

To the Town:
Town of Harrisburg
Attn: Devin Huston
Town Engineer
4100 Main St., STE 101
Harrisburg, NC 28075
dhuston@harrisburgnc.gov

To the Consultant:
Rummel, Klepper & Kahl LLP
Attn: Roman Prokopovych
124 Floyd Smith Office Park Drive, STE. 240
Charlotte, NC 28262



Change of Address, Date Notice Deemed Given:

A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever occurs first.

SECTION XII: INDEMNIFICATION

To the extent permitted by law, the Consultant agrees to pay on behalf of, indemnify, and hold-harmless the Town of Harrisburg, its elected and appointed officials, employees, agents, and volunteers against any and all claims, demands, fault, actual liabilities, assertions of liability, expenses, suits, or losses, including all costs connected therewith, which may be asserted, claimed, or recovered against or from the Town of Harrisburg, its elected or appointed officials, employees, agents, and volunteers by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof resulting from the negligence of the Consultant.

SECTION XIII: ADDITIONAL PROVISIONS

(a) Choice of Law and Forum. This contract shall be deemed made in Cabarrus County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice, in Cabarrus County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) Waiver. No action or failure to act by the Town shall constitute a waiver of any of its rights or remedies that arise out this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions: Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the Town from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the Town's written consent, the Consultant shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this contract. Unless the Town otherwise agrees in writing, the Consultant and all assigns shall be subject to all of the Town's defenses and shall be liable for all of the Consultant's duties that arise out of this contract and all of the Town's claims that arise out of this contract. Without granting the Consultant the right to assign, it is agreed that the duties of the Consultant that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Consultant shall comply with all applicable law.

(g) Town Policy. THE TOWN OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONSULTANTS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONSULTANTS AND VENDORS UNDER CITY CONTRACTS.

(h) EEO Provisions. During the performance of this Contract the Consultant agrees as follows:
(1) The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Consultant shall take



affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Consultant shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Consultant in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.

(i) No Third Party Right Created. This contract is intended for the benefit of the Town and the Consultant and not any other person.

(j) Principles of Interpretation. In this contract, unless the context requires otherwise: (1) The singular includes the plural and the plural the singular. The pronouns “it” and “its” include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word “person” includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.

(k) Modifications, Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the Town unless the Town Manager or other duly authorized official signs it for the Town. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(l) E-Verify. Consultant shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes. Further, if Consultant utilizes a subconsultant, Consultant shall require the Subconsultant to comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.

(m) Iran Divestment Act. Consultant certifies that; (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 143-6A-4; (ii) it will not take any action causing it to appear on any such list during the term of this Contract, and (iii) it will not utilize any subcontractor to provide goods or services hereunder that is identified on any list.

(n) Divestment from Companies that Boycott Israel. Consultant represents, covenants, and certifies that it is not listed on the list of restricted companies developed and published by the North Carolina State Treasurer as required by N.C.G.S. 147-86.81.

(o) Quality and Workmanship. All work performed and/or services rendered shall be performed to the satisfaction of the Town of Harrisburg. The work performed and/or services rendered shall not be considered complete, nor applicable payments rendered, until the Town is satisfied with the work performed and/or services rendered.

(p) Non-appropriation clause. Consultant acknowledges that the Town of Harrisburg 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 the Town of Harrisburg’s obligations under this contract, then this contract shall automatically expire without penalty to the Town of Harrisburg thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the Town of Harrisburg 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. In the event of a change in the Town of Harrisburg’s statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the Town of Harrisburg’s authority to



continue its obligations under this contract, then this contract shall automatically terminate without penalty to the Town of Harrisburg upon written notice to Contractor of such limitation or change in the Town of Harrisburg's legal authority.

(q) No pledge of taxing authority. The taxing power of the Town of Harrisburg is not pledged directly or indirectly to secure any monies due under this contract.

(r) No waiver of governmental immunity; Violation of law. Except for waiver of governmental immunity resulting from the execution of a valid contract, the Town of Harrisburg makes no other waiver of governmental immunity. If any provision of the Contract or Agreement is in violation of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against the Town of Harrisburg.

(s) Conflict of Interest. If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between the Town of Harrisburg and the third parties regarding the subject matter of this Contract or Agreement.

(t) Public Record. This Contract or Agreement is subject to disclosure under the public records laws of the State of North Carolina.

SECTION XIV: TERMINATION

Either party may terminate this Agreement upon sixty (60) day written notice; provided, however, no such termination shall discharge Consultant's obligations to complete and furnish services as previously agreed to by the parties pursuant to this Agreement or any Supplemental Service Agreement, nor shall termination discharge the Town's obligations to pay for such services as provided for in this Agreement or any Supplemental Service Agreement.

[SIGNATURE PAGE(S) FOLLOW]



IN WITNESS WHEREOF, the Town of Harrisburg and the Consultant have caused this contract to be executed under seal by their respective duly authorized agents or officers.

TOWN OF HARRISBURG:

(Typed of Printed Legal Name of Consultant)

By: _____
Town Manager

By: _____
Signature of Authorized Officer

Date: _____

Printed Name: _____

Title: _____

ATTEST BY:

Date: _____

Town Clerk

ATTEST:

BY: _____
Signature of Authorized Officer

APPROVED AS TO FORM:

Printed Name: _____

Title: _____

Attorney for Town of Harrisburg

SEAL

APPROVAL BY TOWN FINANCE OFFICER

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

Signature



EXHIBIT “A”

This document is an Exhibit to the Agreement for Professional Engineering Services between the TOWN OF HARRISBURG and Rummel, Klepper & Kahl, LLP, (RK&K) dated the _____ day of _____, 20____.

Scope of Services:

The scope of services is as described in the attached Scope of Work and Fee Proposal by RK&K dated January 28, 2025, which is hereby incorporated as part of this exhibit.

Fee for Scope of Services:

The fee for services shall not exceed \$862,000 and shall be based on a time and material format, whereby fees would be invoiced **by the amount of actual time/material expended**. Fees shall be based on the rate schedule provided in the attached Scope of Work and Fee Proposal. Invoices shall be directed to: Town of Harrisburg Attention: Devin Huston, 4100 Main Street, STE 101, Harrisburg, NC 28026-0308. Should changes or extra services be needed, which will cause a cost overrun; RK&K shall consult with the Town for adjustments prior to conducting the work.

Caldwell Road Extension – Phase 01

STIP No. HL-0063

Town of Harrisburg, Cabarrus County

DRAFT Scope of Work

Task 01

January 28, 2025

Description of the Project

The Caldwell Road Extension Project will extend Caldwell Road North from its existing intersection with NC Highway 49 toward Highway 29. As noted in the Town of Harrisburg's (Town) RFQ, the overall project will include design of roadway, alignment, survey and right-of-way plans. The design will also incorporate items including, but not limited to, design of sidewalk, and intersection improvements. Phase 1 improvements include extending Caldwell Road north from NC 49 for approximately 3,000 feet. There are no anticipated major structures in this section. Modifications to the intersection of Caldwell Road and NC 49 are included in this phase.

This scope includes the following general tasks as detailed in the "Description of Services" with the corresponding task in the standard NCDOT fee spreadsheet in parentheses:

- Project Management & Administration (PM-Project Mgmt)
- Roadway Design (RD-Roadway)
 - Including Bid Document Preparation
- Traffic Analysis (TM-Congestion Management)
- Drainage Design (HY-Hydraulics)
- Erosion Control Design (RE-Erosion Control)
- NEPA Activities (EP-Env Policy)
 - Community Impact Study (EN-Community Studies)
 - Public Involvement (EN-Public Involvement)
 - Noise Analysis (EN-Noise)
 - Natural Resources (EN-Natural Env)
- Work Zone Traffic Control (TM-Work Zone Traffic Control (WZTC))
- Pavement Marking Plans (PD-Final Pavement Marking & Markers)
- Signing Plans (SD-Signing)
- Signals Design (SS-Signals)
- Utility Coordination (UT-Utilities Coordination)
- Natural Resources (PDEA-NES)
- Geotechnical (GT-Geotechnical)
- Limited Technical Assistance During Construction (PM-Other)
- Location Surveys (Location Surveys—SUB1)
- Subsurface Utility Exploration (LS-SUE—SUB1)

The following list of scope items are not anticipated for this Task Order and are excluded from this scope of work. Tasks anticipated for future work orders are marked in this list:

- Environmental Permitting (401/404)*
- Structural Design
- Utility Design and Permitting
- Landscape Design
- Noise Abatement Design
- Lighting Design
- Air Quality Analysis

*Anticipated under future Task order

ROW Acquisition efforts will be performed under a separate contract on a per parcel basis.

Description of Services

RK&K will provide professional services required for this project in accordance with the following tasks:

1.	Project Administration and Coordination (PM-Project Mgmt)	5
2.	Roadway Design (RD-Roadway Design)	6
2.1.	Roadway Design Criteria & Typical Section	6
2.2.	Preliminary Roadway Plans (25%)	6
2.3.	Right of Way Plans (60%)	7
2.4.	Final Roadway Plans	8
2.5.	Bid Package & Sealed Roadway Plans	9
3.	Traffic Analysis (TM-Congestion Management)	9
4.	Drainage Design (HY-Hydraulics)	9
4.1.	Preliminary Hydraulic Report	10
4.2.	Videotaping of Existing Pipes	10
4.3.	Drainage Surveys	10
4.4.	100% Hydraulics Design	10
5.	Erosion Control Design (RE-Erosion Control)	11
5.1.	75% Clearing & Grubbing and Final Grade EC Plans	11
5.2.	100% Clearing & Grubbing and Final Grade EC Plans	11
5.3.	RFC Clearing & Grubbing and Final Grade EC Plans	12
6.	NEPA Activities (EP-Environmental Policy)	12
6.1.	Project Scoping	12
6.2.	Data Collection	13
6.3.	Community Impact Study (EN-Community Studies)	14
6.4.	Environmental Document	16
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1. Project Administration and Coordination (PM-Project Mgmt)

RK&K shall provide routine project management and administration activities, including progress reports, project letters/correspondence, and Town of Harrisburg/NCDOT coordination through the anticipated duration of this task order (24 months). Monthly progress reports with an invoice showing percentage complete will be submitted. Other administrative/management tasks will include the submittal of informal status updates, emails, and phone conversations.

RK&K will hold bi-weekly meetings with the project team internally to update progress for all disciplines and to coordinate any questions between disciplines and subconsultants.

Meetings

RK&K shall make available, at reasonable times, discipline appropriate staff members for the following anticipated meetings:

Design Team and Town: We anticipate meeting with Town staff to review the content and progress of the project. It is anticipated that two (2) in person meetings at the Town of Harrisburg will be required and four (4) virtual meetings have been included as well.

Design Team, Town & NCDOT: We anticipate attending meetings to review plans and key design details with NCDOT and other agencies. This task includes two (2) virtual meetings including NCDOT. We also anticipate holding regular status meetings including the Town and NCDOT on a monthly basis starting after 30% plans have been submitted and continuing until the project is let. A total of ten (10) virtual meetings are anticipated for this purpose.

RK&K will be responsible for meeting agendas (if needed) and summaries.

Coordination will also be maintained by RK&K with appropriate state and local agencies, stakeholders, or officials having an interest in the project. The Town and Division 10 will be advised of all contacts with other agencies.

Schedule

RK&K will develop a draft project schedule including all major milestones to Project Letting for the Town's review and approval. Upon receiving all applicable comments on the draft schedule, RK&K will incorporate said comments and finalize the schedule for project implementation. This task includes regular updates to the schedule and any changes or updates required during the project's progression will be coordinated with the Town and NCDOT.

Deliverables

Progress reports
Schedule
Meeting Agendas and Notes

2. Roadway Design (RD-Roadway Design)

All design shall be based on 2018 AASHTO and NCDOT design criteria and standards and NCDOT 2024 standard drawings. All plans shall be developed using OpenRoads Designer software.

It is assumed that the typical sections presented during the preliminary study phase of this project are still valid, with the exception of accommodating U-Turn movements for east/westbound movements along NC049

All submittals will be sent to the Town via email or a shared project site and will include an electronic version posted to the NCDOT Project SharePoint Site.

As part of this task, RK&K will work with the Town to develop Property Notices for survey/geotechnical entry.

Coordination with Duke Lighting is included in this task. It is assumed Duke will perform lighting design and photometrics.

RK&K shall prepare roadway plans on plan and profile sheets at a scale of 1" = 50' horizontal and 1" = 10' vertical. RK&K shall prepare all cross sections at a scale of 1" = 10' and a 50' spacing.

It is assumed that all milestone submissions will be reviewed by the Town and NCDOT concurrently.

The Roadway Design Task will include the following items:

2.1. *Roadway Design Criteria & Typical Section*

RK&K shall prepare design assumptions and typical sections. RK&K will perform the following for this task:

- Prepare design assumptions and Typical Sections and submit for review
- Revise and submit final design assumptions/typical sections

Deliverables

One (1) electronic copy of the design assumptions/Typical Sections

One (1) electronic copy of the revised design assumptions/Typical Sections

2.2. *Preliminary Roadway Plans (30%)*

This preliminary design submittal (30%) shall include title sheet, typical sections, horizontal and vertical alignments for -L-, intersection layout and sight distance studies, and cross-sections. This submittal will be an electronic submittal in PDF format.

RK&K will perform the following for this task:

- Prepare Title Sheet
- Finalize Typical Sections
- Prepare Preliminary Horizontal Layout for -L-
- Prepare Existing and Proposed Profile for -L-
- Corridor Modeling
- Prepare Preliminary Earthwork & Summary
- Prepare Plan Sheets
- Prepare Profile Sheets
- Intersection Layout
- Intersection Sight Distance Studies and AutoTurn
- Initial R/W & Easements on Plans
- Prepare Preliminary Submittal Package
- Attend Preliminary Review Meeting
- Prepare Project Related Correspondence
- Coordinate with Town, Subconsultants & DOT
- Develop and maintain a GIS website for the project to include proposed design features, ROW and any other readily available design data that the Town chooses to include.

It is assumed that any comments on the 30% design set will be revised and incorporated with the following (60%) submission. 30% plans will not be resubmitted.

Deliverables

One (1) electronic copy of the plans, profiles, and cross-sections

One (1) electronic copy of design calculations

One (1) electronic copy of preliminary quantities and cost estimate

Active GIS Site for the Project

2.3. Right of Way Plans (60%)

After the approval of the revised preliminary plans, hydraulic plans, erosion control plans, and utility coordination to determine PUE needs - roadway plans shall be developed to a stage where they are approximately 60% complete. All existing roadways, structures, utilities, and other items affected by the project shall be shown in addition to the proposed construction. The plans shall include horizontal geometrics, pavements, drainage layout and calculations, right-of-way, easements, property lines, typical sections, retaining wall envelopes, and special details.

No Field Inspection Meetings with NCDOT are anticipated or included in this task.

This submittal shall constitute the R/W Plans submittal and these plans shall be used to begin the acquisition of the R/W and easements needed to construct the project.

RK&K will perform the following for this task:

- Incorporate Final Pavement Design & Revise Typical Sections
- Incorporate Geotechnical Recommendations
- Plot Hydro on Plans, Profiles, and X-sections
- Design and Draft Special Details
- Refine Right of Way and Easements on Plans
- Provide Quantities
- Prepare 60% Plan Package and submit for review
- Prepare Erosion and Sediment Control plans
- Revise and resubmit plans
- Prepare Project Related Correspondence
- Coordinate with Town, Subconsultants & DOT
- Update Preliminary Quantities for R/W Estimate

Deliverables

One (1) electronic copy of the 60% Plans

One (1) electronic copy of the Revised 60% Plans

One (1) electronic copy of the Quantities and cost estimate

2.4. Final Roadway Plans

RK&K will coordinate ROW plat preparation during this stage and fully develop final a final plan set. This final set will be submitted along with a final construction estimate and bidding documents as detailed under Task 2.5. RK&K will coordinate with NCDOT Contract Standards and Development to obtain any special provisions needed for those documents.

RK&K will perform the following for this task:

- Prepare and submit Final Plans for review
- Prepare Final Package for Submittal (Itemized as follows):
 - Prepare Final Quantity Computations & SAPW File
 - Prepare Earthwork Summary and Balance Card
 - Prepare Guardrail Summary
 - Prepare Pavement Removal Summary
 - Prepare Drainage Summary
 - Prepare Parcel Index Sheet
 - Prepare Bidding Documents per Task 2.5
- Attend Review Meeting
- Revise Plans and Bidding Documents after Review
- Prepare Project Related Correspondence

Deliverables

- One (1) electronic copy of the Final Plans
- One (1) electronic copy of the revised Final Plans

2.5. Bid Package & Sealed Roadway Plans

RK&K shall prepare bidding documents to NCDOT standards. RK&K will utilize templates and standard provisions provided by NCDOT to develop a full set of contract documents used for bidding. Under this task we will develop bid tabs (excel based and locked for distribution to bidders, or paper only) as directed by the Town. We will develop any project specific special provisions and add these to the template documents. This task will include preparation of the standard NCDOT checklist for bid packages. An initial bid proposal document will be prepared at the Final Plans stage and coordinated with the Town and NCDOT. Comments from both will be incorporated into the Final/Sealed Bid Proposal Document.

RK&K will also develop an agenda for the pre-bid meeting and have two (2) staff members attend the pre-bid meeting to lead or support the meeting at the Town's direction. RK&K will summarize any questions or comments received during the pre-bid meeting and develop these into the first addendum to the bid package.

RK&K will be available to answer questions from bidders or the Town during the bidding phase, and assist the Town in developing up to four (4) total addenda to the bid package. Once bids are received, RK&K will summarize all bids into an overall comparison sheet for the Town's use.

It is assumed that the Town will handle dissemination of the contract documents to prospective bidders through a bidding service and that RK&K will not be responsible for printing or mailing any contract documents.

3. Traffic Analysis (TM-Congestion Management)

Traffic Analysis as scoped using standard NCDOT templates for this work as presented in the Appendices.

4. Drainage Design (HY-Hydraulics)

RK&K Hydraulic Design staff will coordinate with RK&K Roadway Design staff during the Preliminary Design to help ensure decisions made in this phase do not negatively impact the development of the hydraulic design. Items of interest and input from the Hydraulic Design staff would be the need for storm drainage due to ditch depths, placement of cross pipes, potential hydroplaning scenarios, etc.

During the 30% Design Phase RK&K will prepare a preliminary drainage design. RK&K will prepare a feasibility study/matrix presenting options to include Low Impact Development (LID) into the project utilizing Stormwater Control Measures (SCM's) such as dry/wet ponds, bioretention areas, etc. The LID matrix will be prepared and submitted to the Town/NCDOT

with the Preliminary Design (30% Plans) submittal. Upon guidance from the Town and NCDOT on the preferred SCM alternative shown in the LID matrix, the Engineer will prepare the final design to implement the SCM's into the project. It is estimated that one (1) SCM device will be included in the final design of the project. If more SCM's are needed for the final design of the project, this work will be provided in a later scope.

Upon approval of 30% Roadway Design, RK&K shall perform hydraulic field reconnaissance, final drainage studies, and designs in accordance with the requirements of the Division and the latest revision of "Guidelines for Drainage Study and Hydraulic Design" by NCDOT. The project will utilize standards from the NCDOT Standards for Roads and Structures – 2024 edition. An outfall analysis will be performed for each outfall for documentation of pre vs post discharges. Using Best Management Practices, a Stormwater Management Plan will be developed.

4.1. Preliminary Hydraulic Report

This task includes taking the information from the Feasibility Study, reviewing, and updating the information that was presented in the study for the entire corridor. RK&K staff will utilize the current NCDOT Hydraulic Planning Report Template.

4.2. Videotaping of Existing Pipes

The majority of the project is on new location. Existing storm drainage pipes will not be videotaped and inspected for condition.

4.3. Drainage Surveys

RK&K staff will visit the site to field verify stream dimensions and topography as needed to perform hydraulic modeling for crossings. RK&K will conduct field reconnaissance of existing and proposed drainage features within the project area to understand existing drainage patterns for the pipe and ditch systems.

4.4. 100% Hydraulics Design

This task includes:

- Utilize the approved 30% design plans to begin drainage design. Engineer will develop hydraulic designs for roadside ditches, storm drainage systems, inlet locations, outfall analyses, and final cross pipe designs.
- Draft the proposed drainage features (storm drain systems, inlets, ditches, cross pipes, etc.) and associated labeling in a drainage DGN file utilizing Open Roads Designer software.
- Complete temporary drainage design necessary for construction
- Complete the hydraulic summary table
- Complete Pre-versus Post Outfall analysis
- Attend Final Design Field Inspection
- Complete a Stormwater Management Plan
- Attend Pre-Let Field Inspection
- Perform limited Utility Conflict Analysis
- Attend up to four coordination meetings with NCDOT

- As the plans progress to the Final stage, minor drainage designs revisions will be addressed. A hydraulic summary sheet and a tabulation of drainage related quantities will be developed. Drainage features will be indicated on the Plan/Profile Sheets for the purposes of identifying right of way and easement requirements. Drainage comments received from review of the 60% Plans will be addressed in writing and incorporated into the Final Plans.

5. Erosion Control Design (RE-Erosion Control)

RK&K Erosion and Sedimentation Control design staff will coordinate with RK&K Roadway Design staff during the Preliminary Design to help ensure decisions made in this phase do not negatively impact the development of the erosion and sedimentation control plans during the Final Design. RK&K will prepare Erosion Control design to ensure proper right of way and easements are shown on the right of way plans.

After approval of the hydraulic design, RK&K will evaluate the project and provide an erosion and sedimentation control design. This will incorporate at a minimum two phases: a clearing and grubbing phase and a final phase. Plans will be submitted to the NCDEQ DEMLR Regional office for review and approval. The NCDOT Roadside Environmental Unit may also provide a cursory review concurrently with the NCDEQ review. Erosion control plan review fees will be paid by RK&K and reimbursed by the Town.

5.1. *75% Clearing & Grubbing and Final Grade EC Plans*

The task includes

- Project Investigation and Watershed Analysis: Collect information on project including permit documents and other documents that may influence design. Investigate watershed classification and streams, lakes, and other important waterbodies.
- Project Site Visit: Visit site to evaluate erosion control design needs for project.
- EC Coordination for ROW: Determine ROW and TCE needs for erosion control measures and coordinate with Roadway design as necessary.

5.2. *100% Clearing & Grubbing and Final Grade EC Plans*

The task includes

- Design Clearing and Grubbing Erosion Control Plans: Delineate the sub watersheds that drain onto the project. Calculate Peak Flow Rate for the storm event. Minimize off-site water from draining onto project as much as possible. Size Clearing and Grubbing basins according to the surface area rule. Utilize skimmers and baffles in all basins that discharge into streams or other jurisdictional area. Including all CADD work as well as plotting plan sheets for meetings.
- Design Pipe/Culvert Construction Phasing: Utilize recommended Hydraulic Unit's culvert or pipe phasing and design the appropriate erosion control measures to ensure compliance with regulations.

- Design Intermediate/Final Phase Erosion Control Plans: The final design should incorporate the Clearing and Grubbing Sediment Basins as well as possible. Including all CADD work as well as plotting plan sheets for meetings.
- Calculate Matting Requirements for Ditches and Slopes: Analyze and determine the matting needed for ditch lines and slopes throughout the project upon reaching final grade. All ditch lines with erosive flowrates shall be matted and slopes that are difficult to stabilize.

5.3. RFC Clearing & Grubbing and Final Grade EC Plans

The task includes:

- Title Sheet, Details, Notes, & Specifications
 - Plan Preparation: Create Erosion Control Title Sheet, Details, Notes, Erosion Control Plan Sheets and Specifications
 - Submittal of Erosion Control Plans and Calculations: Submit both phases of the preliminary erosion and sedimentation control plans along with calculations and culvert phasing.
 - Revisions due to comments: Make corrections to the preliminary erosion and sedimentation control plans as directed by NCDEQ. Resubmit for approval.
- Plan Review & Rework
- Prepare & Submit Final Plans & Quantities: Determine quantities of materials needed and soil and sediment excavation required

6. NEPA Activities (EP-Environmental Policy)

RK&K will provide the project development, environmental, and engineering services associated with the NEPA environmental documentation for the proposed project extending from NC 49 to US 29.

6.1. Project Scoping

Project Study Area

A study area boundary will be developed for the project site, which will take into consideration the anticipated right-of-way and easement acquisition, and other potential impacts of the project.

Start of Study / Scoping Letter

RK&K will draft the start of study/scoping letter for the project. This letter will provide an introduction to the project and solicit comments. After addressing comments from the Town of Harrisburg, RK&K will distribute the letters on behalf of the Town via e-mail or hard copy to agency representatives. This letter officially initiates the coordination process for the environmental document and solicits input from federal, state (including state clearinghouse), and other government agencies.

RK&K will develop an agency contact list and will compile a mailing list for use in distributing the start of study letters. For scoping purposes, it is estimated that there may be approximately 20 representatives included on the mailing list.

RK&K will also draft the tribal coordination letters (including the Cherokee Nation and Catawba Indian Nation) following NCDOT tribal coordination protocol. RK&K will coordinate with NCDOT to review, sign, and distribute the letters in accordance with NCDOT procedures.

RK&K will compile and summarize scoping comments for use in developing the environmental documentation. A scoping meeting is not included in this task order.

6.2. Data Collection

Project Data Sheets

RK&K will coordinate with the Town as needed to compile readily available information about the study area and project history. RK&K will complete the Project Data Sheets to be attached to the scoping letter. The Project Data Sheets will include the associated 8.5"x 11" figures (vicinity map, environmental features map, and USGS Quad map).

Site Visit

Three (3) RK&K staff will visit the project study area to begin project familiarization, observe existing conditions, and take representative photographs of features within the area.

Environmental Features Map (compilation of GIS data)

RK&K will create a GIS project database for the study area compiling data from multiple sources including NCDOT's Project ATLAS, local data from Town and/or County GIS data holdings, and any other natural or community features identified during virtual site reconnaissance. RK&K will conduct a windshield survey of the corridor to observe identified GIS resources and features, and to identify and note additional resources not provided by referenced data sources. The GIS research will be documented in an Environmental Features Map, which will be referenced during development of the design plans and preparation of the environmental document. One iteration of the Environmental Features Map is anticipated to address review comments from the Town with draft and final deliverables provided electronically.

HPO Coordination

The project is subject to compliance with Section 106 of the National Historic Preservation Act of 1966, as amended. To initiate the Section 106 process, RK&K will prepare an Environmental Review Project Submittal including a detailed project description, maps, and site photographs, in conformance with the State Historic Preservation Office (HPO) project review checklist. After addressing comments from the Town, RK&K will submit the Environmental Review Project Submittal electronically to the HPO via environmental review email address. The Section 106 NHPA review/effects forms from the HPO will be provided as an attachment to the CE.

It is anticipated that historic architecture surveys, archaeological surveys, other Section 106 NHPA Coordination, development of mitigation / a memorandum of agreement, or a Section 4(f) DOT Act evaluation will not be needed. If required based on HPO review, an Eligibility Evaluation Report and/or additional coordination will be included in a future task order.

6.3. Community Impact Study (EN-Community Studies)

Direct and Indirect Screening Tool (DIST)

RK&K will prepare a Direct and Indirect Screening Tool (DIST) report in accordance with the NCDOT DIST template dated September 2019.

Project Initiation and Set up – RK&K will obtain the current DIST Template, Demographic Tool, and other pertinent forms and tools from the NCDOT Connect website or from the NCDOT Public Involvement Community Studies (PICS) staff before starting the data-gathering process.

DIST Data Gathering – Using the current NCDOT Demographic Tool at the start of the report process, RK&K will note the presence of EJ and LEP populations in the Census block group(s) containing the project footprint. RK&K will use aerial photography, Street View, and if available, Google Earth, to examine the project area for surrounding land uses, evidence of EJ populations, and other community characteristics as shown in the DIST template. RK&K will notify the Town if the project examination suggests that expanded community coordination may be appropriate.

Field Visit to Inspect Project Area – RK&K will determine whether a field visit is necessary to confirm the findings of the project area examination (see above) or to obtain additional information about community characteristics as shown in the DIST template. Field visits are not necessary for most DIST reports. Prior to the field visit, if required, RK&K will prepare and send an e-mail to the NCDOT Division staff. RK&K will take photos of the project area and any notable community characteristics. RK&K will notify the Town if the field visit or additional research suggests that expanded community coordination may be appropriate.

Local Officials' Input – If roadway closures and/or offsite detours are anticipated, RK&K will contact local EMS and school transportation officials using the local input forms provided by NCDOT-PICS and available on the Connect website as guidance. RK&K will contact the Town to discuss whether expanded community coordination is necessary if the interviews or other research reveals notable concerns.

DIST Project Documentation – RK&K will document community characteristics, assess impacts, and develop recommendations according to the current DIST Template. The draft DIST will be submitted to the Town for review. RK&K will revise the reviewed draft report according to the Town's comments and submit for NCDOT review. When NCDOT accepts the report as final, RK&K will provide a digital copy of the complete final report in both Word and Adobe Portable Document Format.

Indirect and Cumulative Effects Screening

RK&K will prepare a short-form Indirect and Cumulative Effects Screening Report (ICE) in accordance with the NCDOT ICE Guidance dated April 2022 and the ICE Template dated August 2019.

ICE Project Initiation and Setup – RK&K will coordinate with NCDOT-PICS staff to obtain the current ICE Short-Form Template and Guidance, Demographic Tool, and other pertinent forms

and tools from the Connect NCDOT website or from NCDOT-PICS staff before starting the data-gathering process.

The area to be assessed for indirect and cumulative effects, called the Future Land Use Study Area (FLUSA), will be delineated based on the current guidance available from NCDOT-PICS; and RK&K will submit the draft FLUSA boundary to NCDOT-PICS for review and approval before further analysis is conducted. If NCDOT-PICS staff does not reply within one working day, the FLUSA will be approved as submitted.

ICE Project Data Gathering – RK&K will coordinate the compilation of Base Screening information and Analytical Screening information as well as preparation of the associated documentation in accordance with the current ICE Short-Form Template and ICE Guidance, consulting with NCDOT-PICS where necessary.

Analyze and Evaluate ICE Data - RK&K will analyze and evaluate the ICE data and coordinate preparation of the associated documentation in accordance with the current ICE Short-Form Template and ICE Guidance.

ICE Project Deliverables – RK&K will submit the Draft ICE to the Town for review. Following receipt of Draft ICE comments from the Town, the ICE will be revised accordingly and RK&K will submit the Revised Draft ICE for review by NCDOT. When NCDOT accepts the report as final, RK&K will provide a digital copy of the complete final report in both Word and Adobe Portable Document Format.

Short Form Land Use Scenario Assessment (if needed)

If a Land Use Scenario Assessment (LUSA) is required, as determined by the ICE report, RK&K will prepare a LUSA report in accordance with the current LUSA Template and Guidance available from the NCDOT-PICS.

LUSA Project Initiation and Setup – RK&K will coordinate with NCDOT-PICS staff to obtain the current LUSA Template and Guidance, ICE Screening Tools, and other pertinent forms and tools from the Connect NCDOT website or from PICS staff before starting the data-gathering process.

The FLUSA developed for the ICE Report - Short Form will utilized for the LUSA; unless revisions are requested by RK&K and approved by NCDOT-PICS.

LUSA Project Data Gathering – RK&K will verify and update information from the ICE Report as needed, according to the 2019 LUSA Template and Guidance.

Land Use Development Scenarios – RK&K will define areas that are likely to develop differently with and without the project, called Probable Development Areas (PDAs). The draft PDAs will be mapped and forwarded to NCDOT-PICS for review and approval, before further analysis is conducted. If NCDOT-PICS staff does not reply within one working day, the PDAs will be approved as submitted.

For each PDA, RK&K will describe existing conditions, develop No-Build scenario(s), and develop Build scenario(s) according to the 2019 LUSA Template and Guidance.

Land Use Development Scenario Assessment – RK&K will evaluate the differences between the Build (one build alternative) and No-Build scenarios according to the 2019 LUSA Template and Guidance.

Indirect and Cumulative Effects Summary – RK&K will summarize indirect and cumulative effects according to the 2019 LUSA Template and Guidance.

Land Use Scenario Assessment Report Deliverables – RK&K will submit the Draft LUSA to the Town for review. Following receipt of Draft LUSA comments from the Town, the LUSA will be revised accordingly and RK&K will submit the Revised Draft LUSA for review by NCDOT. When NCDOT accepts the report as final, RK&K will provide a digital copy of the complete final report in both Word and Adobe Portable Document Format.

6.4. Environmental Document

This project is anticipated to process as a Categorical Exclusion (CE). If background research, field investigations, and coordination with the appropriate local, state and federal agencies reveal that impacts require documentation beyond a CE or additional technical studies, they will be scoped in a future task order.

RK&K will prepare a “Type III Categorical Exclusion Action Classification Form” and supporting documentation. The CE will consider one build alternative.

Project Description

RK&K will prepare a general project description including the project scope and location. The description will refer to a vicinity map. The project description will match the approved project description in the STIP.

Description of Need and Purpose

RK&K will develop a summary of project needs and a statement of the project purpose. As applicable, supporting information will:

- Describe system linkage, including existing facilities and modal interrelationships, noting the nearest airport and describing rail activity, bicycle routes, sidewalks, pedestrian movements, and public transportation services in the study area.
- Summarize applicable plans associated with the study area, discussing the relationship to the proposed project.
- Describe other projects in the study area that are listed on the 2024-2033 STIP.
- Summarize available traffic information.

Special Project Information

RK&K will document factors that drive project decisions and commitments. This summary may include costs, alternatives analysis, traffic, resource agency input, and public involvement efforts and input, as appropriate.

Project Impact Criteria Checklists and Additional Documentation

RK&K will analyze impacts and complete the CE checklist by responding to the 30 checklist questions. Discussion for all “Yes” responses in Section F will be provided in Section G. Supporting documentation will be developed and attached to the CE and/or provided for the project file, as appropriate. This documentation may include a summary of all coordination activities, as well as avoidance and minimization efforts.

Project Commitments

RK&K will summarize special project commitments, identifying potential agency responsible for each commitment. RK&K will prepare the Green Sheet (Section H) for the CE document. If there are no commitments, the Green Sheet will be included stating “no project commitments.”

CE Attachments

RK&K will prepare and provide the appropriate figures, reference lists, and attachments for the CE. In addition to potential attachments previously mentioned (vicinity/location map, photos, Section 106 review, etc.), other attachments may include an environmental features map showing the design footprint/right of way.

CE Document Deliverables

One electronic (e-mail) copy of the draft CE will be submitted to the Town of Harrisburg for review, followed by additional reviews by NCDOT Division 10. (No hard copies of the draft CE are anticipated for this task order.)

RK&K will provide a revised draft CE for submittal to FHWA. RK&K will submit a response to FHWA’s comments, noting how the comments were addressed. RK&K will coordinate with NCDOT Division 10 and FHWA for approval and signature requests.

RK&K will submit the signed final CE (pdf file) to the Town of Harrisburg and NCDOT Division 10. No hard copies or distributions by RK&K are included in this scope.

6.5. Public Involvement (EN-Public Involvement)

Mailing List

RK&K will coordinate with the Town to determine an appropriate geographical area to be included in the public meeting notification mailing list. RK&K will assemble/format a physical public mailing list based on GIS data for addresses of property owners/residents in the area.

Postcard

RK&K will prepare one (1) project postcard to announce the public meeting. RK&K will coordinate with the Town to finalize the postcard and mailing list. RK&K will distribute the postcard to the project mailing list via US Postal Service. Additional meeting notification (e.g., press release, newspaper advertisement) is not included in this scope.

Public Meeting

The Town will hold a public meeting to solicit comments on the preliminary design. The Town will be responsible for securing dates for the public meeting and securing/scheduling the meeting facility. The public meeting will be held after preliminary design has been completed and a public meeting map has been approved by the Town and NCDOT (if required). RK&K will provide a four-person team for this meeting. The public meeting will be an informal open-house format to encourage one-on-one discussions of the project with the public and there will be no presentation. A separate meeting with local officials is not included in this scope.

RK&K will prepare a project handout, comment sheet and sign-in sheets for the meeting. The handout (8.5 x 11 format) may include a project description, project schedule, impact description, project map, and a comment sheet. RK&K will provide the draft handout to the Town for review. RK&K will revise the handout and after approval by the Town, will print up to 200 copies of the handout. *(RK&K will also prepare a public meeting map following NCDOT requirements. See Roadway scope.)*

Following the public meeting comment period, the Town will provide comments submitted on comment forms to RK&K. RK&K will compile public comments and provide responses, if needed, in a meeting summary. RK&K (up to 4 staff) will attend a post-public meeting with the Town, if needed, to review the public comments. RK&K will revise the public meeting summary and comment responses based on the Town's review and provide the final summary to the Town.

Additional Public Involvement Support

RK&K will support the Town by assisting with telephone and e-mail contact, handled by responsible project personnel having expertise in the area of concern during this task order. All mail and phone contacts will be coordinated with the Town.

RK&K will coordinate with the Town to provide project information associated with this task order for the Town's website.

6.6. Geoenvironmental

RK&K will perform the initial Phase I field reconnaissance for this project to identify geo-environmental sites of concern. The purpose of this screening is to document sites of concern within the project study area that are or may be contaminated. These sites of concern should be included in the environmental planning document to assist the project stakeholders in reducing or avoiding impacts to these sites. Sites of concern may include active and abandoned underground storage tank (UST) sites, aboveground storage tank (AST) sites, gas stations, dry cleaning facilities, hazardous waste sites, regulated landfills, and unregulated dumpsites. RK&K staff will review the regulatory database information provided by Environmental Data Resources, Inc. (EDR) and Geographical Information System (GIS) mapping to identify known sites of concern in the project study area. RK&K will provide a draft Phase 1 Environmental Site Assessment Report for review by NCDOT. Based on comments, RK&K will update and submit a final report.

7. Noise Analysis (EN-Noise)

The RK&K Team will perform Noise Analysis services as detailed in the scope of work prepared by Whitman, Requardt & Associates, LLP and included in the Appendices.

8. Natural Resources (EN-Natural Env)

RK&K will prepare an NRTR for the project utilizing NCDOT guidance. Unless otherwise specified in this scope, RK&K will follow the template and guidance protocols presented on the NCDOT website as of the date of this scope: <https://connect.ncdot.gov/resources/environmental>

Data Collection and Report Preparation

Data collection will follow the guidelines at the website referenced above. Specific reference is made to: Pre- Field Work and Field Work as listed in the guidance for Preparing Natural Resource Technical Reports, and NRTR Format Guidance and Template.

Tasks 1- 11 listed below will also appear on the cost estimate spreadsheet:

1. Pre-Field work

Preparation for field work will include data collection as described in the *Preparing Natural Resource Technical Reports* document on the website.

2. Survey Notification Letter Delivery

The land owner letter and list will be provided from GIS data for city review. Letters will be mailed to land-owners one week prior to the field visit.

3. NRTR Field Work

Field work will include data collection for streams, wetlands and natural communities as described in the *Preparing Natural Resource Technical Reports* document on the NCDOT website.

4. Protected Species Surveys

RK&K will conduct surveys for Michaux's sumac, Schweinitz's sunflower, smooth coneflower, and eagles. Bat habitat assessments will be conducted and habitat forms will be completed. Aquatic species are not anticipated and not included in this scope of work. Bat surveys are not included in this scope and will be scoped separately if necessary.

5. Travel

This account for the travel time required to perform all field work, agency site visits, etc.

6. Creation of WEX and WET files

Delineated stream and wetland data will be integrated into a WEX file following the *Consultant GPS-CADD* guidelines on the website referenced above. Any changes from the agency site visits will be incorporated into the WET file.

7. Preparation of Preliminary Jurisdictional Package (PJD)

DRAFT and FINAL PJD packages will be prepared.

8. Agency site visit – RK&K will attend regulatory site visit as required for concurrence.

9. DRAFT NRTR

A DRAFT NRTR will be prepared in accordance with the Guidance, Procedures and Template on the NRTR Guidelines website. Internal quality assurance using three signature sign-off by the preparer, technical reviewer and quality assurance reviewer will be documented and provided with DRAFT NRTR.

10. Review Comments and Final NRTR

Incorporate the city comments on the DRAFT NRTR to create the FINAL NRTR. Internal quality assurance using a three signature sign-off by the preparer, technical reviewer, and quality assurance reviewer will be documented and provided with FINAL NRTR.

11. Project Management

This will involve project coordination, safety compliance, project billing and coordination with the city and project designers.

NRTR Reporting Deliverables

- Draft WEX file
- Final WEX file
- FINAL WET file if an agency visit is required
- Jurisdictional Determination package
- Draft NRTR (electronic), including all figures and appendices
- Final NRTR (electronic), including all figures and appendices

9. Work Zone Traffic Control (TM-Work Zone Traffic Control (WZTC))

The Engineer shall furnish traffic management plans that will indicate the Engineer's phasing of construction for the Project. The Engineer shall prepare the traffic management plans utilizing the MUTCD, NCDOT Guidelines for Transportation Management Plan Development, Work Zone Traffic Control, NC Supplement to the MUTCD, NCDOT Standard Specifications, and NCDOT Roadway Standard Drawings.

The Traffic Management Plans will depict multiple phases of construction using the Phase/Step Method.

Deliverables:

9.1. Traffic Management Concept

- Title Sheet
- Project Notes Sheet
- Written Concept
- Staging Concept drawings (Overview Drawings)
- Cross Section Views (As Needed)

9.2. Traffic Management Pre-Final Submittal

- Title Sheet
- Project Notes Sheet, including lane closure restrictions
- Traffic Management Phasing
- Traffic Management Detail Drawings
- Engineers estimate with calculation of estimated quantities for Traffic Control items
- Draft Provisions and Special Details
- Intermediate Contract Times

9.3. Traffic Management Final Unsealed Submittal

- Final Project Notes including lane closure restrictions
- Final Traffic Management Phasing
- Final Traffic Management Detail Drawings

- All revisions to the Traffic Management Plan as requested from previous review
- Engineer's quantity estimate
- Final shoring requirements
- Project Special Provisions
- Place all documents on SharePoint with proper naming conventions

9.4. Traffic Management Final Sealed Plans

- All revisions to the Traffic Management Plan as requested from previous review
- Final Traffic Management Plans
- Final Quantity Estimate
- Intermediate Contract Times
- All correspondence with other units or agencies relating to the Transportation Management Plan
- Sealed Project Special Provisions
- Update all documents on SharePoint

Additional details related to this scope are presented in standard NCDOT templates for this work as presented in the Appendices.

10. Pavement Marking Plans (PD-Pavement Markings)

RK&K will prepare and furnish pavement marking plans utilizing the MUTCD, NC Supplement to the MUTCD, NCDOT Standard Specifications and the NCDOT Roadway Standard Drawings.

Deliverables:

10.1. Preliminary Pavement Marking Plans (60%)

- Plan view sheets with all pavement markings.
- Indicate the type of pavement markings and pavement markers material.

10.2. Final Pavement Marking Plans (90%)

- All elements from previous submittals
- Engineer's quantity estimate
- Project Special Provisions

10.3. RFC Pavement Marking Plans

- All elements from previous submittal
- Final Engineer's quantity estimate
- Final Project Special Provisions

Additional details related to this scope are presented in standard NCDOT templates for this work as presented in the Appendices.

11. Signing Plans (SD-Signing)

RK&K will prepare signing plans utilizing the MUTCD, NC Supplement to the MUTCD, NCDOT Standard Specifications and the NCDOT Roadway Standard Drawings.

Deliverables:

11.1. Preliminary Signing Plans (60%)

- Plan view sheets with all existing, proposed, and future signs located
- Signing plan notes, sign and support designs, list of guardrail/barrier locations

11.2. Final Signing Plans (90%)

- All elements from previous submittals
- Engineer's quantity estimate including supporting documentations and computations
- Project Special Provisions

11.3. 100% RFC Signing Plans

- All elements from previous submittals
- Electronic submittal of final quantity estimate
- Electronically sealed PDF's of Signing Plans including Project Special Provisions
- No Geotech borings are included in the scope for signing.

12. Signal Design (SS-Signals Design)

RK&K will prepare signal plans utilizing the MUTCD, NC Supplement to the MUTCD, NCDOT Signal Design Manual, NCDOT Standard Specifications and the NCDOT Roadway Standard Drawings.

Deliverables (Additional details related to this scope are presented in standard NCDOT templates for this work as presented in the Appendices):

12.1. Preliminary Signal Plans (75%)

- Preliminary Signals with supporting documentation (clear calculations, metal pole calculation, etc.)
- Signal communications cable plans
- No electrical details required

12.2. Final Signal Plans (90%)

- Final signal designs with electrical details
- Final signal communication cable plans
- Project special provisions
- Engineer's quantity estimate including supporting documentations and computations

12.3. RFC Signal Plans (100%)

- Sealed Signal Plan set with estimate

13. Utility Coordination (UT-Utility Coordination)

This scope of work assumes that no new utilities will be designed by RK&K and that utility work will be limited to coordination efforts for design and relocations by others. Scope does not include design and permitting for any water or sanitary sewer relocations. Relocation Agreements needed will be submitted to the Town for processing and execution with appropriate parties. It is the intent of the Town and the basis of this scope, to have all impacted dry utilities relocated prior to the date of availability. Relocations will begin upon acquisition of all rights-of-way and/or utility easements required to move.

13.1. Kickoff Meeting and Coordination

- Schedule and conduct a virtual “kick-off” meeting with all Utility Owners, NCDOT and appropriate Town Staff. Discuss at this meeting possible utility conflicts, PUE plans, relocation time frames, cost responsibilities, prior rights, and relocation packages. Provide minutes of the meeting.
- Utilities within the project limits include: AT&T, Windstream, Duke Energy, MCI/Verizon, Segra, Google Fiber, Lumen, Piedmont Natural Gas, Charlotte Water, and the Town of Harrisburg water & sewer
- Collaborate with all design disciplines to avoid or minimize utility conflicts
- Determine any PUE needs for 60% roadway plans
- Conduit Installation plans for Lighting
- Prepare “Utilities by Others”

RK&K will coordinate the relocation of Utilities by Others (UbO) to clear the project of utility impacts due to the project and monitor the relocations through completion. RK&K will prepare UbO plans and Project Special Provisions for the contract documents.

PRELIMINARY DESIGN STAGE

- Determine utilities present in corridor and establish contact list.
- Request utility data from owners and prepare Preliminary UbO plans
- Conduct site visit to verify SUE data and identify potential relocations required
- Identify potential conflicts, possible relocation alignments in coordination with utility owners
- Prepare for and conduct Utility Kick-Off Meeting with utility representatives. Share project information and schedule. Establish approval procedures and requirements.
- Submit request letters to utility owners for plans and estimates within 10 days after kick-off meeting. Provide a copy of request letters to the Division Utility Coordinator
- Coordinate with roadway design and hydraulics design for possible conflict resolution
- Begin coordinating PUE needs for R/W plans
- Prepare Preliminary Utility Analysis and Routing Report

Deliverables

- Kick-Off Meeting Minutes
- Preliminary UbO plans
- Meeting Minutes as warranted

FINAL DESIGN/RIGHT OF WAY STAGE

- Assist utility owners with the preparation of relocation designs by providing updated plans and routing concerns. Review proposed layouts by each utility
- Obtain final PUE needs for Utilities by Others from owners for R/W plans. Coordinate with roadway designs to include PUEs on R/W plans. Review and comment if necessary
- Prepare and distribute Preliminary UbO plans based on owner furnished designs. Obtain confirmation from owners that the plans are in agreement with required relocations
- Assist with the preparation of NCDOT Encroachment Agreements and/or Utility Relocation Agreements for each utility

Deliverables

- Final UbO plans
- Meeting Minutes as warranted

14. Geotechnical (GT-Geotechnical Services)

RK&K will perform geotechnical field investigations during the project development phase. The field investigations will include field reconnaissance and roadway investigation. The investigation will include 5 SPT borings at approximately 800-ft spacing along the proposed alignment located within the project phase 1 limits. Borings will be advanced to 20 feet below the existing grade, and they will be advanced in accordance with current NCDOT GEU Geotechnical Investigation and Recommendations.

A RK&K field professional will visually classify the SPT soil samples in the field and prepare field boring logs. RK&K will subcontract the drilling to an approved NCDOT driller. Whilst traffic control will not be required for drilling of borings within the existing roadway pavement, some type of clearing will be needed for access to the proposed boring locations. RK&K will be responsible for ordering utility locates through the ULOCO NC.

Upon completion of the field work, the soil samples will be delivered to RK&K's office where a Geotechnical Engineer will review the field logs and assign laboratory testing. The laboratory testing will be conducted and will include Soil Classification and Moisture Content. Laboratory results will be submitted to NCDOT Materials and Tests Unit for review. Using the results of the field investigations and laboratory testing, RK&K will prepare boring logs in gINT.

This preliminary investigation will aid in better understanding of the subsurface profile. This, in turn, enables the design team to develop a more efficient profile for the proposed alignment. RK&K will provide a Preliminary Geotechnical Report in accordance with the most recent NCDOT Geotechnical Investigations and Recommendations Manual. The final geotechnical investigation and recommendations will be developed based on 30% roadway plans and are not included in this scope.

15. Limited Technical Assistance During Construction (PM-Other)

RK&K will be available on an as-needed basis to assist the Town during the construction phase. Tasks will be on-call and could include, but not be limited to: shop drawing review, design for unforeseen conditions, response to contractor questions and attendance during construction status meetings. All tasks will be coordinated with the Town to continually update hours spent and remaining on-call hours available. A total of 64 hours of support is included with this scope.

16. Location Surveys (Location Surveys—SUB1)

The RK&K Team will perform field surveys and prepare Right-of-Way/Easement plats as detailed in the scope of work prepared by Stewart Inc. and included in the Appendices.

17. Subsurface Utility Exploration (LS-SUE—SUB1)

The RK&K Team will perform SUE services as detailed in the scope of work prepared by Stewart Inc. and included in the Appendices.

Appendix A

Traffic Analysis (TM-Congestion Management)

NCDOT Scope Template

Fill-in all of the information highlighted in yellow. Once the scope is finalized select all text and remove highlighting.

Items in pink are comments that can be removed once scope has been finalized

Is a base year build or opening year build model required?

For locations that potentially include adding new signals to the network it is often beneficial to know how the intersection will operate with and without the signal in the base year or the opening year for the project. If the project proposes to add new signals it is recommended that an analysis be completed that analyzes each location as both unsignalized and signalized.

Base Year Build analysis may also be required to provide information for air quality modeling, so coordination with the Project Development and Environmental Analysis Branch should be undertaken to determine if this scenario is needed. Utilize highlighted text in scope if a base year build is required, if not, remove the highlighted text from the scope.

It is likely that all of the details required to complete the scope won't be available at the time the scope is being developed, especially if all of the alternatives have not been developed yet. However, if the scope is uncertain please make a good faith estimate of the number of analysis segments or intersections and note that it is an assumption. If the number is substantially different then it can be rectified in a future task order.

Guidance on Level of Complexity

Simple: This category includes basic traffic operations that are common in most analyses, including stop-controlled intersections, basic signals with standard phasing and basic single lane roundabout intersections. This category should be used for projects with under saturated operations that do not have intersections whose operations are substantially affected by adjacent intersections.

Low: This category includes the same basic types included in the Simple category as well as conventional signals with more complex phasing and operations near or at capacity with very few intersections having operations that are substantially affected by adjacent intersections.

Moderate: This category includes the same types included in the Simple and Low categories as well as unconventional intersections such as superstreets, Michigan u-turns and quadrant roadways. This category should be used for projects with the operations being near or above the capacity of the roadway with some intersections having operations that are substantially affected by adjacent intersections.

High: This category includes the same types included in the previous categories as well as more advanced unconventional intersections and interchanges such as CFI's and DDI's. This category should be used for projects with the operations being near or above the capacity of the roadway with more than a few intersections having operations that are substantially affected by adjacent intersections. This category should also be used for more complex multi-hour analysis and for projects that have more complex volume development requiring manual re-routing of trips. **Use of this category requires approval from NCDOT.**

Very Complex: This category includes the same types included in the previous categories as well as a combination of multiple advanced modeling or analysis requirements that are not commonly utilized or require the development of project specific analysis methods. It should only be utilized for very complex and large systems/network level analyses. **Use of this category requires approval from NCDOT.**

Note on Volume Balancing

The use of balancing between intersections on STIP projects is not typically needed. Synchro does not require balanced volumes and SimTraffic is able to use sinks and sources to adequately accommodate volume differences. For locations where there is a substantial imbalance (typically greater than a 10% difference) and the intersection spacing is less than 1/8 of a mile consideration should be given to adding a dummy node/links to accommodate the change in volume. If the PEF believes volume balancing is needed, it must be approved by NCDOT.

SCOPE TEMPLATE LAST UPDATED: 02/16/2019

SCOPE OF WORK

TASK ORDER 1

CALDWELL ROAD EXTENSION – PHASE 01

CABARRUS COUNTY

STIP PROJECT No.: HL-0063

WBS No.: N/A

CONTRACT No.: N/A

Prepared for:

North Carolina Department of Transportation

Prepared by:

RK&K, LLP

Task Order Period: March 2024 – May 2024

Date: February 11, 2024

Finalized: Insert Finalized Date

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GENERAL INFORMATION

{Insert a BRIEF statement about the contract mechanism, such as TM&S On-Call, Division On-Call, stand-alone contract, etc}.

Under contract with Town of Harrisburg, RK&K, LLP has been requested to assist Town of Harrisburg/NCDOT in the development of traffic operations analysis utilizing HCS/Synchro and/or Sidra software for the subject project. Assignments under this contract will be assigned and defined on a Task Order basis.

The following Scope of Work (Scope) for Task Order **1** has been prepared to define the services that the CONSULTANT will provide NCDOT for developing the analysis in HCS, Synchro and/or Sidra. The analysis will conform with the NCDOT Congestion Management Capacity Analysis Guidelines (<https://connect.ncdot.gov/resources/safety/Congestion%20Mngmt%20and%20Signing/Congestion%20Management/Capacity%20Analysis%20Guidelines.pdf>).

The study period for this assignment is expected to extend over a **3** month period. Unless specified otherwise under a particular task, it is assumed that NCDOT or its representatives will provide all data, technical analyses, and other pertinent information in a form sufficient for the CONSULTANT to complete this scope of work. The CONSULTANT will assume information including, but not limited to, technical reports, technical data, technical references and citations, and project correspondence received from NCDOT or a third party is accurate and up to date. If errant data or technical analyses are discovered by the CONSULTANT during the performance of the scope, the CONSULTANT will immediately notify NCDOT. Current documents and standards are those in effect at the signing of this task order. Reference to current versions of software will be the current version of the software at the time of the Finalized date included on the cover of this scope.

PROJECT INFORMATION

{Please fill this section in with as much information as is known. This is the basis for many of the items and should be provided in enough detail that the values included in the scope can be verified/justified.}

The study includes the **intersection of NC 49 at Caldwell Road** and includes the following **Insert #** intersections:

The analysis includes the following Build Alternatives:

- **Add fourth leg to the existing intersection of NC 49 and Caldwell Road**

1. PROJECT MANAGEMENT, COORDINATION AND ADMINISTRATION

1.1 PROJECT MANAGEMENT AND ADMINISTRATION

{Insert any other units or entities that you will need to coordinate with for the traffic analysis only. The units should be for general project coordination, the technical aspects are included in Section 1.2. This is to cover the administration of the contract, the invoicing and progress reporting. If this scope is part of a larger contract (or task order) that also includes this administrative time, then it should be noted and the time will be reduced or removed for the traffic portion.}

The CONSULTANT will manage and administer this contract with NCDOT throughout the duration of this assignment, including coordination with the Congestion Management Section, Town of Harrisburg, as needed.

The study is anticipated to have a 3 month duration. The CONSULTANT will prepare a monthly progress report and submit an invoice to the NCDOT Project Manager each month throughout the duration of the study. For projects where the contract is not through the Transportation Mobility and Safety Branch or the Congestion Management Section, the CONSULTANT will provide a duplicate copy of the monthly progress report to the Congestion Management Section.

1.2 PROJECT COORDINATION

{This covers any coordination required between the CONSULTANT and NCDOT for technical aspects of the study. Insert the duration of the analysis and the number of meetings and staff members. If the meeting requires travel beyond the consultants' local area it should be noted here and will be included in the estimate.}

The CONSULTANT will coordinate with NCDOT relating to the technical aspects of the assignment throughout the duration of this study, including coordination with the Congestion Management Section.

The study is anticipated to have a 3 month duration. The CONSULTANT will attend up to 3 coordination meetings with NCDOT, including up to 2 staff members for each meeting.

1.3 CONSULTANT COORDINATION

~~*{If a subconsultant is being utilized to develop portions of the analysis and coordination is required between the firms, then add the information included below. Also designate the individual tasks to be completed by subconsultant in each scope item.}*~~

~~The CONSULTANT and SUBCONSULTANT will coordinate with one another during the completion of this scope of work. The coordination will include both technical aspects of the evaluation and coordination relating to schedule and tracking of progress.~~

~~*{If the Consultant is preparing the traffic analysis for a prime consultant from a different firm and coordination is required between the firms then add the information below.}*~~

~~The CONSULTANT and PRIME CONSULTANT will coordinate with one another during the completion of this scope of work. The coordination will include both technical aspects of the evaluation and coordination relating to schedule and tracking of progress.~~

~~*{If no subconsultants are being utilized or if the work is being completed by a single firm then strike through the above tasks.}*~~

2. DATA COLLECTION AND FIELD VISIT

2.1 DATA COLLECTION

The CONSULTANT will acquire the following items for developing the analysis:

- Latest aerial photography
- Existing Signal Plans
- Traffic Forecast
- MRM Travel Demand Model

{If existing models are already developed they need to be noted as this reduces the level of effort required to develop them. Any details about the level of detail in the models that may need to be modified should also be included so that it can be determined what the additional effort will be to develop them for this scope of work.}

{If existing HCS/Synchro/Sidra files are available from previous work efforts, then a description of the files and pertinent data on the level of detail, etc. should be included here. If no existing files are available, it should be stated here.}

{Data collection is typically only included once for each project. Additional task orders for the same project should not include data collection unless it can be justified with specific data collection needs beyond what was originally scoped.}

2.2 FIELD VISIT (OPTIONAL)

~~*{Please coordinate with NCDOT Congestion Management to determine if a field visit is needed. If one is needed, then the Consultant will visit the site during the more critical of the peak periods to observe traffic and spend some time reviewing the area and verifying the geometry and operations. If a field visit is not required, then strike through this text instead of deleting it.}*~~

~~The CONSULTANT will visit the project site during the critical peak period to observe traffic patterns, note any congestion and develop a basis for visually validating the base year model. The CONSULTANT will also verify the provided data is consistent with the actual operations. Two (2) staff members will participate in the field visit with the approximate travel time to the project being insert # hours.~~

3. TRAFFIC VOLUME DEVELOPMENT

The CONSULTANT will utilize the traffic forecast for the project to develop peak hour volumes for each of the scenarios being evaluated. The traffic volumes will be developed for the following scenarios:

- Scenario 1: 2024 Base Year No-Build
- Scenario 2: 201X Base Year Build
- Scenario 3: 2050 No-Build
- Scenario 4: 2050 Build

For the 201X Base Year Build, If there are multiple Build Alternatives only the preferred alternative should be included as this mostly to make decisions during the final design stage. If there are multiple 2040X Build Alternatives they should be listed here individually.

{if the forecast volumes are the same for any of the scenarios (ie. BY No-Build and Build are the same) then it should be noted and the totals below should only be for each unique set of volumes. The Consultant will be paid for each unique scenario that needs to be developed. If there is substantial overlap between alternatives that have the same volumes it should be noted.}

3.1 CONVERT FORECAST TO PEAK HOUR VOLUMES

The CONSULTANT will convert the Average Annual Daily Traffic (AADT) data included in the traffic forecast to peak hour volumes for 1 intersections for 3 scenarios utilizing the Intersection Analysis Utility (IAU). The volume development process includes breakout of 0 interchanges and/or non-standard intersection configurations for 0 scenarios. The traffic forecast, IAU output, traffic breakouts for interchanges/unconventional intersections and any calculations utilized to balance the network will be included as an appendix to the Technical Memorandum.

{If the Consultant feels that balanced volumes for the network are needed they should discuss it with the Congestion Management Engineer before adding the item to the scope.}

{If there is a need to develop balanced network the following should be added: The peak hour volumes will then be balanced for the entire network by starting at the center of the network and working outward, or by another means approved by NCDOT.}

{Note that the # of scenarios is based on this listing above in Item 3 with 201X Base Year Build being one scenario and includes both AM and PM peak hour. If there are a different number of intersections for certain scenarios then each scenario can be described separately. If any of the scenarios have identical traffic volumes then they should only be listed one time.}

There is no previously completed traffic forecast for this project. RK&K will develop a traffic forecast consistent with NCDOT TPD methodologies and will coordinate with TPD and seek required approvals. The effort for the traffic forecast development will be 5 mandays and will be reflected as part of the design iteration section.

4. 2024 BASE YEAR MODEL

The CONSULTANT will develop a 2024 base year model for the subject project that will not be calibrated to existing conditions. The analysis will be prepared for both the AM and PM peak hours.

4.1 HIGHWAY CAPACITY SOFTWARE (HCS) ANALYSIS

The CONSULTANT will prepare the analysis of the following items utilizing the latest version of HCS:

- ~~### segments for Freeway Facilities Analysis/FREEVAL~~
- ~~### Basic Freeway Segments (isolated analysis — non-Freeway Facility Analysis)~~
- ~~### Ramp Merge and Diverge Segments (isolated analysis — non-Freeway Facility Analysis)~~
- ~~### Freeway Weaving Segments (isolated analysis — non-Freeway Facility Analysis)~~

- ~~### Multi-lane Highway Segments~~
- ~~### Two-Lane Highway Segments~~

~~{For standard freeway analysis the Freeway Facilities/FREEVAL analysis should be utilized with the isolated segment analysis only being utilized for non-standard configurations. If the use of isolated analysis is required, it should be justified and explained in the scope.}~~

~~{Multi-lane and two-lane shall not be used for corridors that have signals within 2 miles. Any locations that include signalized intersections should be analyzed in Synchro/Sidra.}~~

~~To facilitate review, the analysis shall include assigning each segment an analysis ID that will be used throughout the entire analysis and shall be included on all figures, tables and output sheets. The results of the analysis should be summarized in tabular format and with a figure depicting the analysis network with the results shown visually. The output reports for all analyses shall be included in the appendices and labeled with the proper analysis ID.~~

4.2 SYNCHRO ANALYSIS

The CONSULTANT will utilize the latest available version and build of Synchro signal software developed by Trafficware to complete an analysis of the operations for unsignalized and signalized intersections.

The base year analysis network includes the following attributes:

- **0** unsignalized intersections
- **1** signalized intersections
 - **1** standard intersections
 - **0** unconventional intersections (quadrant left, superstreet, continuous flow, etc.)

~~{The level of effort for a standard intersection is less than for an unconventional intersection. The number of unconventional intersections includes all elements of the intersection (for example, 1 superstreet intersection includes the main intersection and the 2 u-turn intersections)}~~

The analysis will include developing the networks in Synchro and reviewing the operations in SimTraffic (10 runs). To facilitate review, the analysis shall include assigning each intersection an analysis ID that will be used throughout the entire analysis and shall be included on all figures, tables and output sheets. The results shall include the following: Delay and LOS for each lane group and for the overall intersection, the SimTraffic maximum queue length, and the Synchro 95% percentile queue length. The results of the analysis should be summarized in tabular format and with a figure that includes the existing lane configurations. The output reports for all analyses (Synchro – Lanes, Volume and Timing Report, SimTraffic – Queueing and Blocking Report) shall be included in the appendices and labeled with the proper analysis ID.

4.3 SIDRA ANALYSIS

~~The CONSULTANT will utilize the latest version of Sidra to analyze the operations of roundabouts. The base year model network includes the following attributes:~~

- **0** roundabout intersections

~~To facilitate review, the analysis shall include assigning each segment an analysis ID that will be used throughout the entire analysis and shall be included on all figures, tables and output sheets. The results of the analysis should be summarized in tabular format and with a figure depicting the analysis network with the results shown visually. The output reports for all analyses shall be included in the appendices and labeled with the proper analysis ID.~~

5. 2050 NO-BUILD ANALYSIS

~~{The analysis for the future year no-build should include any fiscally constrained project with the exception of the proposed project. Only include projects that are located within the limits of the traffic analysis. If there are no additional project, please note it. Based on the location of the project, please remove either the MPO or non-MPO portions that are not applicable.}~~

The CONSULTANT will develop an analysis of the No-Build scenario that will include all fiscally constrained projects within the model study area being constructed with the exception of the proposed project. The current Cabarrus-Rowan MPO's MTP will be utilized to determine if any fiscally constrained project besides the subject project are present. For scoping purposes, the following projects are located within the analysis limits and are considered to be constructed by the design year:

- N/A

For non-MPO areas, any project located within the model study area that has construction funding in the current State Transportation Improvement Program (STIP) or Municipal Transportation Improvement Program (MTIP) will be included in the analysis. For scoping purposes, the following projects are located within the analysis limits and are to be included in the future year networks:

- Add list of project(s) that are within the analysis study area and must be analyzed in the 204X No-Build Analysis

{Select either the MPO or Non-MPO text above and remove the other text}

5.1 HIGHWAY CAPACITY SOFTWARE (HCS) ANALYSIS

The CONSULTANT will prepare the analysis of the following items utilizing the latest version of HCS:

Segments Analyzed in Base Year

- ### segments for Freeway Facilities Analysis/FREEVAL
- ### Basic Freeway Segments (isolated analysis — non Freeway Facility Analysis)
- ### Ramp Merge and Diverge Segments (isolated analysis — non Freeway Facility Analysis)
- ### Freeway Weaving Segments (isolated analysis — non Freeway Facility Analysis)
- ### Multi-lane Highway Segments
- ### Two-Lane Highway Segments

{The segments included in this section are those that are identical to those included in the base year scenario. The only change will be to the volumes and requires less effort than a new analysis.}

New Segments for 204X No-Build

- ### segments for Freeway Facilities Analysis/FREEVAL
- ### Basic Freeway Segments (isolated analysis — non Freeway Facility Analysis)
- ### Ramp Merge and Diverge Segments (isolated analysis — non Freeway Facility Analysis)
- ### Freeway Weaving Segments (isolated analysis — non Freeway Facility Analysis)
- ### Multi-lane Highway Segments
- ### Two-Lane Highway Segments

{The segments included in this section are those that have been changed from the base year scenario and should correspond to the improvement listed in Section 5.}

The analysis will be completed in the same manner as described in Section 4.1.

5.2 SYNCHRO ANALYSIS

The CONSULTANT will utilize the latest available version and build of Synchro signal software developed by Trafficware to complete an analysis of the operations for unsignalized and signalized intersections.

The analysis network includes the following attributes:

Intersections Analyzed in Base Year

- 0 unsignalized intersections —already coded in base year scenario
- 1 signalized intersections — already coded in base year scenario
 - 1 standard intersections
 - 0 unconventional intersections (quadrant left, superstreet, continuous flow, etc.)

{The intersections included here are those that are identical to those included in the base year scenario. The only change is to volumes, review of the phasing and re-optimization of the timings. Please note that No-Build does not mean that nothing can be changed from the base year – the phasing and timings should be reviewed and modified as needed for the future year volumes.}

New Intersections for 204X No-Build

- 0 unsignalized intersections – not coded or modified from base year scenario
- 0 signalized intersections – not coded or modified from base year scenario
 - 0 standard intersections
 - 0 unconventional intersections (quadrant left, superstreet, continuous flow, etc.)

{The intersections included here are for new or modified intersections not included in the base year scenario and should correspond to the improvements listed in Section 5.}

The analysis will be completed in the same manner as described in Section 4.1.

5.3 SIDRA ANALYSIS

~~The CONSULTANT will utilize Sidra to analyze the operations of roundabouts. The analysis network includes the following attributes:~~

- ~~• ### roundabout intersections – not coded or modified from base year scenario~~
- ~~• ### roundabout intersections – already coded in base year scenario~~

~~The analysis will be completed in the same manner as described in Section 4.1.~~

6. 2050 BUILD ANALYSIS

{Enough details on the Build Alternatives should be provided such that the model coding attributes can be determined. If it is not well known what the build design will be then it should be noted and any assumptions should be provided to justify the details included in the following sections.}

The CONSULTANT will develop an analysis of the Build scenario that will include all listed projects within the analysis study area (as were added in Section 5) including the proposed project.

The analysis includes the following Build Alternatives:

- Add fourth leg to the existing intersection of NC 49 and Caldwell Road

{Note: A separate listing of attributes should be included for each alternative that includes the differences from the other alternatives, with any overlapping aspects removed. The following list should include a summary of the overall attributes for all build models.}

6.1 HIGHWAY CAPACITY SOFTWARE (HCS) ANALYSIS

~~The CONSULTANT will prepare the analysis of the following items utilizing the latest version of HCS:~~

Segments Analyzed in Base Year or 204X No-Build

- ~~• ### segments for Freeway Facilities Analysis/FREEVAL~~
- ~~• ### Basic Freeway Segments (isolated analysis – non Freeway Facility Analysis)~~
- ~~• ### Ramp Merge and Diverge Segments (isolated analysis – non Freeway Facility Analysis)~~
- ~~• ### Freeway Weaving Segments (isolated analysis – non Freeway Facility Analysis)~~
- ~~• ### Multi-lane Highway Segments~~
- ~~• ### Two-Lane Highway Segments~~

{Similar to the 204X No-Build – anything that has been developed previously will only include updating the volumes. This should include the total for all alternatives that have different traffic volumes. If segments have the same traffic volumes under multiple scenarios they should only be included one time.}

New Segments for 204X Build

- ### segments for Freeway Facilities Analysis/FREEVAL

- ~~### Basic Freeway Segments (isolated analysis – non Freeway Facility Analysis)~~
- ~~### Ramp Merge and Diverge Segments (isolated analysis – non Freeway Facility Analysis)~~
- ~~### Freeway Weaving Segments (isolated analysis – non Freeway Facility Analysis)~~
- ~~### Multi-lane Highway Segments~~
- ~~### Two-Lane Highway Segments~~

~~{This is the total number of segments for all of the build alternatives combined.}~~

~~The analysis will be completed in the same manner as described in Section 4.1. The results of the analysis should be summarized in tabular format and with a figure that includes the proposed lane configurations.~~

6.2 SYNCHRO ANALYSIS

The CONSULTANT will utilize the latest available version and build of Synchro signal software developed by Trafficware to complete an analysis of the operations for unsignalized and signalized intersections.

The analysis network includes the following attributes:

Intersections Analyzed in Base Year or 204X No-Build

- **0** unsignalized intersections – already coded in previous scenario
- **0** signalized intersections – already coded in previous scenario
 - **0** standard intersections
 - **0** unconventional intersections (quadrant left, superstreet, continuous flow, etc.)

New Intersections for 204X Build

- **0** unsignalized intersections – not coded or modified from previous scenario
- **1** signalized intersections – not coded or modified from previous scenario
 - **1** standard intersections
 - **0** unconventional intersections (quadrant left, superstreet, continuous flow, etc.)

~~{Similar to Section 6.1, any previously developed will only include updating volumes, phasing and timings, while new intersections will be developed fully.}~~

~~The analysis will be completed in the same manner as described in Section 4.1. The results of the analysis should be summarized in tabular format and with a figure that includes the proposed lane configurations.~~

6.3 SIDRA ANALYSIS

~~The CONSULTANT will utilize Sidra to analyze the operations of roundabouts. The analysis network includes the following attributes:~~

- ~~### roundabout intersections – already coded in previous scenario~~
- ~~### roundabout intersections – not coded or modified from previous scenario~~

~~The analysis will be completed in the same manner as described in Section 4.1. The results of the analysis should be summarized in tabular format and with a figure that includes the proposed lane configurations.~~

6.4 DESIGN ITERATIONS

~~{This section is to capture the effort of the back and forth in the analysis between the design team and the traffic team. The level of complexity and potential for highly iterative designs will be the primary measure used to determine the level of effort here. Details that justify why additional time will be needed for the project should be provided such that the individual developing the in-house estimate can provide an adequate estimate.}~~

The CONSULTANT will review the MOEs for the AM and PM peak periods and determine if design modifications are required to achieve desirable operations. The CONSULTANT will then make changes to the analysis to improve operations or attain a prescribed MOE for the project and will re-run the steps described in Section 6.1 through Section 6.3. The CONSULTANT will notify NCDOT if modifications are being made to determine if coordination with the NCDOT design team is required before modifications are developed.

{Insert a description of the number of designs and level of design expected. (conceptual/functional/preliminary/final) and what the expected level of design iterations is expected to be. If the design is not well defined, it may take more iterations compared with the analysis of a project that is in the final design phases. The description should be adequate to develop an estimate of the level of effort that will be required.}

There is no previously completed traffic forecast for this project. RK&K will develop a traffic forecast consistent with NCDOT TPD methodologies and will coordinate with TPD and seek required approvals. The effort for the traffic forecast development will be 5 mandays.

Additionally, RK&K will perform design iterations which will include different intersection configurations (limited to turn lanes only), and this will include 2 mandays.

RK&K will also perform an intersection crash analysis and extract data from TEAAS (additional text provided in Section 10). Mandays for this effort = 2 days.

Total mandays under design iteration = 5 + 2 + 2 = 9 Mandays

7. 201X BASE YEAR BUILD

{This analysis will only include detailed analysis of the preferred alternative and will focus on the signalized intersections only.}

The CONSULTANT will develop an analysis of the preferred alternative for the Build scenario using 201X base year build volumes. Because the analysis is primarily utilized to determine the need for signals during the initial construction of the project only the signalized intersections will be analyzed.

7.1 SYNCHRO ANALYSIS

The CONSULTANT will utilize the latest available version and build of Synchro signal software developed by Trafficware to complete an analysis of the operations for signalized intersections.

The analysis network includes the following attributes:

- **## signalized intersections — already coded in previous scenario**
 - **## standard intersections**
 - **## unconventional intersections (quadrant left, superstreet, continuous flow, etc.)**

The analysis will be completed in the same manner as described in Section 4.1.

8. DOCUMENTATION

8.1 TRAFFIC CAPACITY ANALYSIS TECHNICAL MEMORANDUM

{It should be determined how many hard copies are actually needed. Many units are fine with just receiving pdf's of the report.}

The CONSULTANT will prepare a traffic capacity analysis technical memorandum including the results of analyses. The memorandum will include all pertinent information relating to the analysis, the volume development/breakout, the results of the analysis and figures depicting the information included in each previous section of this scope. The HCS/Synchro/Sidra output reports will be included as appendices to the report. A digital copy of the Draft Technical Memorandum will be prepared for NCDOT review and revised based on comments received. The comments provided by NCDOT on the Draft Technical Memorandum will be addressed and the Final Technical Memorandum will be prepared with 0 hard copies being provided to NCDOT. A digital copy of the Final Technical Memorandum in Adobe Acrobat format will also be developed.

At the conclusion of the study, the CONSULTANT will also provide NCDOT with all digital files utilized in the development of the analysis.

9. SCHEDULE AND DELIVERABLES

At the conclusion of the study, the CONSULTANT will provide the following deliverables to NCDOT:

- HCS/Synchro/Sidra files for 201X Base Year Model
- HCS/Synchro/Sidra files for 204X No-Build Model
- HCS/Synchro/Sidra files for 204X Build Model for each design alternative
- ~~HCS/Synchro/Sidra files for 201X Base Year Build Model~~
- Traffic Capacity Analysis Technical Memorandum
- Pertinent information used in developing the analysis (included in the memorandum) including but not limited to, signal plans, design concepts, etc.

The anticipated schedule is shown below. It assumes that Notice to Proceed is received by **March 11, 2024**. Total duration for traffic operations analysis is **11** weeks from receipt of NTP.

Task	Duration	Date of Completion
Notice to Proceed	n/a	03/11/2024 (assumed)
Submit Interim Review Information	# weeks	00/00/0000
NCDOT Review	# weeks	00/00/0000
Submit Draft Traffic Operations Analysis	6 weeks	04/22/2024
NCDOT Review	3 weeks	05/13/2024
Submit Final Traffic Operations Analysis	2 weeks	05/27/2024

{Note that the schedule should be established such that it provides an estimate of when submittals and deliverables will be completed. The use of interim submittals should be determined on a project by project basis.}

The CONSULTANT may submit analysis for any interim review by NCDOT if deemed appropriate. Any interim submittals must include FULL DOCUMENTATION of the volume and analysis development process. Analysis submitted without proper documentation will be returned to the CONSULTANT without review.

The duration of NCDOT reviews will be 3 weeks for projects with an “Estimation Index” of 6 or less (see estimate spreadsheet for Estimation Index). For projects with an index of 7 or more please allow 4 weeks for review by NCDOT.

The CONSULTANT should also coordinate with NCDOT at least one week prior to making any submittal to alert them that it will be submitted and to allow them to coordinate the review. Any submittals made without prior coordination with NCDOT will have the review time increased by two weeks.

10. CRASH ANALYSIS

{The inclusion of the crash analysis should only be included if requested by NCDOT. This scope should only be used for individual projects when it is ancillary to the traffic operations analysis.}

10.1 DEVELOP/REQUEST TEAAS DATA

{The development of the crash data in TEAAS requires prequalification for Code 458 – Crash Analysis and approval from the Traffic Safety System Section. If the firm completing the analysis is approved to develop TEAAS Data the following should be included, if not, then strike through the below tasks.}

The CONSULTANT will prepare an intersection strip analysis which will include the NC 49 intersection with Caldwell Road. The time frame will be the most current five (5) year study range.

The CONSULTANT will provide the following in the development of the crash analysis:

- Coordination with NCDOT Traffic Safety Unit.
- Preparation and QC of the strip crash analysis using TEAAS.
- Review of crashes/crash history
- Perform safety review and prepare summary tables

{If the firm completing the analysis is not prequalified or approved to develop the TEAAS Data the following should be included, if not, then strike through the below tasks.}

The CONSULTANT will prepare a request for crash data to the NCDOT Traffic Safety Unit for the TEAAS strip crash analysis.

10.2 PREPARE TRAFFIC SAFETY ANALYSIS

The CONSULTANT will prepare a Traffic Safety Analysis that includes the following information:

- Identify critical crash rates and develop a comparison of the rates.
- Identify crash patterns.
- Identify potential safety issues (based on crash analysis).
- Provide write up in the Draft and Final Traffic Operations Analysis Technical Memorandum Reports.

11. ~~ADDITIONAL SCOPE ITEMS~~

11.1 ~~MULTI-HOUR ANALYSIS ADJUSTMENT – HCS ANALYSIS~~

{If the project includes analysis of a peak period that extends beyond the normal one-hour AM and PM peak then the task included below should be included in the scope. The use of multi-hour simulation should only be utilized after consultation with NCDOT and when the additional effort is warranted.}

~~The development of multi-hour simulation analysis requires additional effort beyond what is required for a standard single peak hour analysis. The development of the analysis and the associated outputs for multi-hour simulation models requires additional effort. Instead of detailing all of the items that require additional effort and attempting to capture the difference for multi-hour models it is assumed that the development and analysis increases the level of effort included in Section 4.1, 5.1 and 6.1 by ten percent (10%) to thirty percent (30%) depending on the number of additional hours being analyzed. The additional effort will be captured in this task on the estimate form.~~

~~The CONSULTANT will develop the analysis and outputs for a total of **insert #** analysis hours.~~

11.2 ~~MULTI-HOUR ANALYSIS ADJUSTMENT – SYNCHRO ANALYSIS~~

{If the project includes analysis of a peak period that extends beyond the normal one-hour AM and PM peak then the task included below should be included in the scope. The use of multi-hour simulation should only be utilized after consultation with NCDOT and when the additional effort is warranted.}

~~The development of multi-hour simulation analysis requires additional effort beyond what is required for a standard single peak hour analysis. The development of the analysis and the associated outputs for multi-hour simulation models requires additional effort. Instead of detailing all of the items that require additional effort and attempting to capture the difference for multi-hour models it is assumed that the development and analysis increases the level of effort included in Section 4.2, 5.2, 6.2 and 7.1 by ten percent (10%) to thirty percent (30%) depending on the number of additional hours being analyzed. The additional effort will be captured in this task on the estimate form.~~

~~The CONSULTANT will develop the analysis and outputs for a total of **insert #** analysis hours.~~

11.3 ~~MULTI-HOUR ANALYSIS ADJUSTMENT – SIDRA ANALYSIS~~

{If the project includes analysis of a peak period that extends beyond the normal one-hour AM and PM peak then the task included below should be included in the scope. The use of multi-hour simulation should only be utilized after consultation with NCDOT and when the additional effort is warranted.}

~~The development of multi-hour simulation analysis requires additional effort beyond what is required for a standard single peak hour analysis. The development of the analysis and the associated outputs for multi-hour simulation models requires additional effort. Instead of detailing all of the items that require additional effort and~~

~~attempting to capture the difference for multi-hour models it is assumed that the development and analysis increases the level of effort included in Section 4.3, 5.3, and 6.3 by ten percent (10%) to thirty percent (30%) depending on the number of additional hours being analyzed. The additional effort will be captured in this task on the estimate form.~~

~~The CONSULTANT will develop the analysis and outputs for a total of **insert #** analysis hours.~~

~~(Insert any additional scope items beyond those included in Sections 1-9. This section is for any additional items or considerations that are beyond what is included in the basic scope items in Sections 1-9. The individual tasks should be numbered with the same formatting as the above items and listed in the Cost Estimate. They will be estimated and negotiated individually. If there are no additional scope items insert the following statement: There are no additional scope items identified for this Task Order.)~~

Appendix B

**Work Zone Traffic Control
(TM-Work Zone Traffic Control (WZTC))
Pavement Marking Plans
(PD-Final Pavement Marking & Markers)
Signing Plans (SD-Signing)
Signals Design (SS-Signals)**

NCDOT Scope Templates

HL-0063 Caldwell Road Extension

Signals/Signal Communications/ITS Scope of Services

2/19/2024

General Description of Work

This project consists of all traffic signal work (upgrades) on the roadway project for HL-0063 from the existing intersection of Caldwell Road North and NC 49 toward NC 29. The work shall consist of the following elements:

Plans, Special Provisions and Quantities including:

SIGNALS:

- **Task 1** -Temporary Signal Designs with Electrical and Programming Details & Quantities for:
 - 1 Temporary signal at NC 49 (University City Blvd.) at SR 1173 (Caldwell Road) (10-0984)
- **Task 2** - Pedestrian Features on Temporary Signal Designs for:
 - 1 Temporary signal at NC 49 (University City Blvd.) at SR 1173 (Caldwell Road) (10-0984)
- **Task 3** – Pre-emption Features on Temporary Signal Designs for:
 - None
- **Task 4** – Final Signal Designs with Electrical and Programming Details & Quantities for:
 - 1 Final signal at NC 49 (University City Blvd.) at SR 1173 (Caldwell Road) (10-0984)
- **Task 5** - Pedestrian Features on Final Signal Designs for:
 - NC 49 (University City Blvd.) at SR 1173 (Caldwell Road) (10-0984), all approaches
- **Task 6** – Metal Pole on Final Signal Designs for:
 - Location (SIN) - (powder coating/arched-straight arms/etc)
- **Task 7** – Pre-emption Features on Final Signal Designs for:
 - None
- **Task 8** – General Design:
 - Title sheet
 - Summarize quantities
 - Special Provisions
 - Black powder-coated mastarms for all four approaches at the NC 49 (University City Blvd.) at SR 1173 (Caldwell Road) signal
- **Task 9** – Field Work/Meeting:
 - Field review – 1 trip for 2 people
 - Meetings for coordination, assume phone calls (when possible)
 - Preliminary Field Inspection (prior to R/W)
 - Final Field Inspection (prior to Let)
- **Task 10** – Miscellaneous Items:
 - Clearance Calculation figures and spreadsheet (part of design fee tasks 1 and 4)
 - Metal pole elevations and clearance calculations (part of design fee task 6)

SIGNAL COMMUNICATIONS:

Project # Signal/ITS Scope of Services

- **Task 1** -Scoping:
 - Scoping Document
 - Use **Signal Communications Checklist** below
 - Scoping meetings, discussions and coordination
- **Task 2** - Cadd:
 - Basemap development
 - Transfer any existing plans to new basemap
- **Task 3** – Field Survey for UMR plans:
 - Not required
- **Task 4** – UMR Plans:
 - Not required
- **Task 5** – Radio Signal Analysis:
 - Not required
- **Task 6** –Preliminary Design (Fiber):
 - Develop Preliminary Fiber and Splice Plans for DOT review
 - Request up to date construction notes, common design practices and typical details
 - Address any comments with proper changes and quality control
- **Task 7** – Preliminary Design (Wireless):
 - Not required
- **Task 8** – Preliminary Specifications and Quantities:
 - Develop Preliminary Project Special Provisions for DOT review
 - Submit with preliminary fiber or radio plans
 - Develop Preliminary Quantities total for DOT review
 - Submit with final fiber or radio plans
- **Task 9** – Railroad Wireline Agreements:
 - Not required
- **Task 10** – Final Design – review and address NCDOT Comments
 - Develop Final Plans for DOT review
- **Task 11** – Final Submittal
 - Submit final sealed plan package to NCDOT
 - Include all plans sheets, special provisions and quantities
- **Task 12** – Miscellaneous
 - On-call communications work (see **Signal Communications Checklist** below)

Design Considerations

The following are major **signal** design considerations for **this** project (**customize as necessary**):

- All intersections will include ?????? controllers in ????? cabinets.
- Final designs will have all new equipment – poles, cabinets, detection, etc.
- Type of vehicle detection for both temporary designs and finals (out of pavement vs. inductive loops).

Project # Signal/ITS Scope of Services

- Phasing analysis and development will be done. Use 4-section FYAs for protected/permissive phasing. Do not provide alternate phasing unless directed to do so. Where protected/permissive phasing for right turns is utilized the default signal indication is the 5-section head (consider/discuss 3-section/4-section FYA for right turn movements if large volumes of pedestrians or potential of u-turn conflicts.)
- ????? software will be used in this project.
- Temporary designs should utilize existing or new wood poles. Maintain existing metal poles if possible. Powder coating metal poles requires agreement with city or other entity unless we are impacting existing powder coated poles.
- Coordinate with Division Utility Engineer for signal pole locations. Pole/Metal pole locations should be sent to the Division, **as soon as available**, for coordination with utilities.
- Pedestrian signal requirements (all legs of the intersection). Provide insets if necessary to clearly locate pedestals.
- **Standard** crosswalks will be used at signalized intersections on this project.
- Coordinate stopbar and crosswalk locations with the pavement marking designer. Signal designer is responsible for stopbar and crosswalk locations at signalized locations. Provide turning simulations at all locations to validate stopbar and crosswalk locations. Coordinate with Roadway to request modifications to proposed nose of island locations.
- System detection requirements. Coordinate with Division/ITS & Signals/Municipality.

Signal Communications Checklist:

The following are possible Signal Communications design considerations for *this* project

- Fiber Optic Cable or Wireless Communications.
- Any Division “On-call” work required before project lets. (On-call work is done by the division’s on-call contractor before the project is let)
- Will the project tie into an existing municipal signal system or closed loop system. (provide existing communications and/or splice plans if available)
- Can existing communications equipment and infrastructure be reused. (i.e. older wireless systems may require swapping out all existing radios, existing fiber may be too old to reuse)
- Trunk cable size to allow for future expansion. (recommended 24-fiber minimum trunk cable, 12-fiber drop cables)
- Serial or Ethernet Communications. (Ethernet for new systems, Serial for existing systems where upgrading is cost prohibitive)
- Cellular modems or telephone drops for monitoring.

- Utility Make Ready (UMR) for the relocation of conflicting utilities and installation of aerial fiber optic cable. (include contacts for utility companies if available) UMR work may not be necessary for road widening projects where the existing pole lines will be replaced.
- Other projects in the area that could be affected.
- Determine if Intermediate Contract Times will be required
- Special design needs such as title sheet, system block diagrams, special details, etc.

Work Standards

All work will be completed according to the standards established in the MUTCD, the NCDOT *Standard Specifications for Roads & Structures* and *Roadway Standard Drawings* (latest editions), the NCDOT Signals & Geometrics *Signal Design Manual*, and the “*Guidelines for the Preparation of ITS and Signal Plans by Private Engineering Firms*” located at <https://connect.ncdot.gov/resources/safety/Pages/ITS-and-Signals.aspx>.

The Department may request, at no additional cost, that a database configuration file be provided for any location. Ensure the file includes all the necessary programming entries to achieve the desired operation of the Signal Design for the location. The file should be compatible with the local controller software that is being used and should be able to be downloaded directly to the controller unit without conversion.

Information and Services to be Provided by the Department

1. Copies of all available signal file folder information and electronic (Microstation) files of the signal plans wherever available.
2. Copies of existing Communications Plans and Splice Diagrams (PDF and/or Microstation) for affected intersections if/when necessary
3. Any known revisions to original plans for the existing system in this area.
4. Catalog cuts/existing equipment information for ITS/system equipment if available.

Schedule - Dates are calculated around the Plan Due Date (for us this has typically been a week prior to the “Roadway Plans to Cont & Prop” date. For Centrally Managed projects this is typically 15 weeks prior to let. For Division Managed projects, use their required date.)

Regular Scheduling		
Item	Date	Weeks Prior to Plan Due Date
75% Signal Plans, Communication Plans to ITS & Signals (NO electrical details)		15
Return comments to PEF/Div Project Manager		12
90% signals, electrical, comm. plans, PSP, and quantities to ITS & Signals		9
Return comments to PEF/Div Project Manager		6
100% sealed PS&E submittal due to ITS & Signals		3
Plan Due Date	??????	0

Direct Costs

Based on:

Title Sheet	1	
Signal Plan	2	1 sheet per design
Electrical Details	4	Assume 2 sheets per design
Loading Diagrams	2	2 poles per page
Total Signal Sheets	9	
Construction Notes	0	
Cable Routing		Typically 1 sheet per rdy sheet
Splice Diagrams		4 per page
Total Cable Routing Sheets		
Title Sheet	0	
UMR		Assume none
Total UMR Sheets		
Total Sheets	9	

Mileage:

Field Visits (includes field inspection meetings) – 600 miles total

Deliverables

- 75% unsealed signal plans, cable routing plans
 - Three (3) half-size copies (2 for signals, 1 for ITS)
- 90% unsealed traffic signal plans, electrical details with configuration file, cable routing plans, and splice diagrams
 - Three (3) half size copies (2 for signals, 1 for ITS)
 - One (1) copy of clearance calculations, quantities, project special provisions and autoturn sheets

Project # Signal/ITS Scope of Services

3. 100% sealed traffic signal plans, electrical details with configuration file, cable routing plans, and splice diagrams
 - Three (3) half size copies
 - One (1) copy of clearance calculations, quantities, project special provisions (sealed) and autoturn sheets
4. Electronic project files – Electronically sealed, searchable PDFs. One PDF per plan sheet.
 - For Plan checking
 - For Unit files

Signing and Delineation Unit Project Scoping

TIP: HL-0063

Engineering Firm: RK&K

Prepared By: CBH

Length of Project: .6 miles

Round Trip Mileage: 300 miles

Letting Date:

Date of Scoping: 2/19/2024

SCOPE OF WORK – SIGNING

Estimate the number required of each of the following:

- Signing Plan Sheets (roadway): 3
(Typically, a signing plan sheet covers the same area as two roadway plan sheets)
- Total Signing Plan Sheets (includes title sheet, details, sign designs, etc.): 5
- Overhead Sign Structures: 0
- Overhead Signs (do not include Exit Panels): 0
- Ground Mounted Type "A" and Type "B" signs: 0
- Type "D" signs: 0
- -Y- Lines requiring more than four Type "E" and "F" signs at intersection: 0
- Include manday and cost estimate for future revisions involving ground mounted supports and overhead structures.

Notes/Comments:

SCOPE OF WORK – PAVEMENT MARKING

Estimate the number required of each of the following:

- Pavement Marking Plan Sheets (roadway): 3
(Typically, a PMP sheet covers the same area as a roadway plan sheet)
- Total Pavement Marking Plan Sheets (includes title sheet, details, etc.): 4
- Interchanges: 0
- Signalized intersections: 1
- -Y- Lines requiring more than stop bar and tie-in marking, but without sidewalks:
- -Y-Lines or intersections with sidewalks and wheel chair ramps: 1

Notes/Comments:

Transportation Management Plan-Scope of Work

TIP #	HL-0063
WBS #:	
Division:	10
County:	Cabarrus
Route:	Caldwell Road
Project Description:	Extension of Caldwell Road north from its existing intersection with NC 49 toward NC 29 for approximately 3000 ft.

I. Project Information

Length (in miles)	0.600
ADT	
Number of -Y- Lines	1
Bridges	0
Culverts	0
Overhead Signs	No
Signalized Intersections	1
Temporary Signals	1
Portable Signals	No
Temporary Shoring	No
Positive Protection	No
Temporary Pavement	No
On-site Detours/Cross-overs	No
Road Closures/Off-site Detours	No
Staged Construction	No
Pedestrian Accommodation	Moderate

II. Overall Complexity

	Standard - Some Required Details
Level of Significance	3

III. TMP Details

Simple Breakdown

IV. Simple Breakdown

a) Estimated Number of Phases	2
b) Estimated Details Per Phase	2
c) Total Overview Sheets	0
d) Title Sheet/Notes/Phasing	3
e) Special Details	1
Total Anticipated Sheets=	8

V. Submittals

Required

Schedule

Initiate TMP (2TM2)

Yes

Final TMP (3TM1)

Yes

Total Invoice Submittals=

2

VI. Required Meetings and Trips

Final Design Field Inspection

Yes

Constructability w/ Division

No

Temporary Shoring Meeting

No

Pre-Let Field Inspection

Yes

Pre-construction Meeting

No

Other

Yes

Total Required Meetings =

3

VII. Additional Trips

Project Site

1

Division Office

1

NCDOT Design Offices

1

Total Additional Trips =

3

NCDOT Contacts

Work Zone Traffic Control

Zachary Clark, PE

Project Engineer

Work Zone Traffic Control

Sheena Green

Project Design Engr

Additional Comments

No pedestrian counts available. Assumed moderate based on the area and the need to maintain the existing sidewalks.

Complexity

Complex - Staged Construction with Multiple Issues

Medium - Staged Construction with Multiple Traffic Shifts

Standard - Some Required Details

Off-site Detour

Work Zone Traffic Control Personnel

Kenneth Thornewell, PE

Zachary Clark, PE

Karmen Dais, PE

Justin Beaver, PE

Mike Steelman

Alla Lyudmirskaya

Sheena Green

Tad Kelly

Habib Lawandos

Matthew Aklilu

William Debrew

Chris Howard

Brendan Price

Role

Project Engr

Project Engr

Project Design Engr

Project Design Engr

Project Design Engr

Project Design Engr

Project Design Engr

Design Engr

Design Engr

Design Engr

Design Engr

Design Engr

Design Engr

Appendix C

Location Surveys (Location Surveys—SUB1) Subsurface Utility Exploration (LS-SUE—SUB1)

Scope Document



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T 704.334.7925
F 704.334.7926

101 N. Tryon Street
Suite 1400
Charlotte, NC 28202

Revised on February 26, 2024

RK&K
124 Floyd Smith Office Park Drive, Suite 240
Charlotte NC 28262

ATTN: Roman B. Prokopovych, PE
Manager, Transportation

RE: Proposal for Geomatics Services – Design Survey Phase 1
Caldwell Bypass Phase 1
Harrisburg, NC
Stewart # GP24-0020Rev01

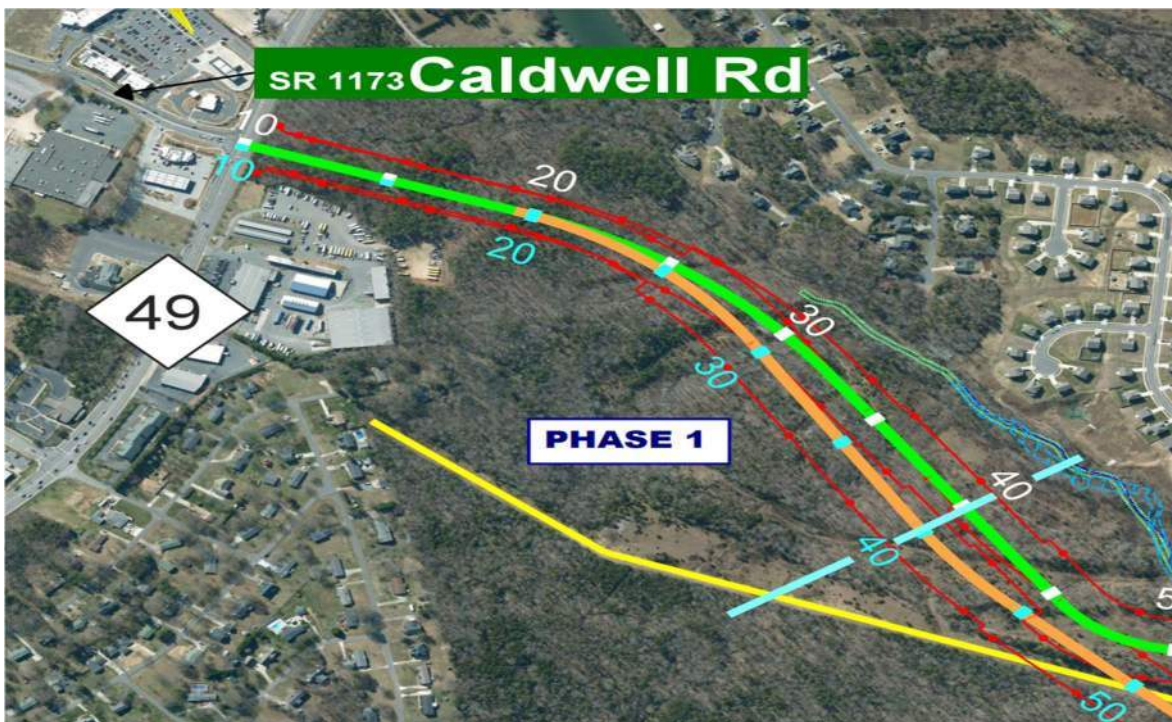
Dear Mr. Prokopovych:

Stewart is appreciative of the opportunity to provide you our proposal for Geomatics services on the above-mentioned property in Harrisburg, North Carolina. We look forward to working with you in this regard.

Please find below our project understanding, approach, scope of work and proposed compensation for your review. If, upon review, you have any questions, we would be happy to discuss them with you and make appropriate revisions prior to initiating the proposed Scope of Work.

PROJECT UNDERSTANDING

This proposal is based upon the discussions held between RK&K (Client) and Stewart in the preparation of this proposal. Stewart offers the following scope of services, fees, and associated items. It is understood that the project limits are approximately as shown on the client provided sketch below. The Project corridor is 300 feet (300') wide with Alignment -L1- as shown in green on the sketch below representing the alignment selected for the corridor for the Phase 1 section.



SCOPE OF SERVICES

All survey services performed by Stewart will be completed by the standards as set forth by the Rules of Standard Practice as outlined by the North Carolina Board of Engineers and Land Surveyors and North Carolina General Statutes to include GS 47-30 (Mapping Requirements) and North Carolina Administrative Code - 21 NCAC 56.1606 (Specifications for Topographic and Planimetric Mapping, Including Ground, Airborne, and Spaceborne Surveys). The survey will be horizontally tied to the North Carolina State Plane Coordinate System under the North American Datum of 1983 (NAD83). Vertically, the project will be tied to the North American Vertical Datum of 1988 (NAVD88). The project's units will be the U.S. Survey Foot.

Design Survey

Stewart will survey the property boundaries of the subject parcels as well as for adjacent roadway rights-of-way and adjacent parcels in order to accurately depict existing property lines within the survey area. These measurements will be used to find property field boundary monumentation positions. Using this field data, the existing property record data acquired above will be analyzed with regard to associated field positions to determine property boundary and right of way locations throughout the project area. Record data will be acquired from sources to include the County Register of Deeds, the Owner, and other available sources that describe the Owner's parcel as well as adjacent parcels throughout the survey area. These documents will then be analyzed and where appropriate compared accordingly to illustrate property dimensions, descriptions and "called for" monumentation.

Stewart will perform an existing conditions survey to include existing improvements and surface features will be located by the survey including but not limited to buildings, parking areas, sidewalks, concrete pads, curb/gutter, paving, pavement markings in parking lots and streets, driveways, street signage, walls, fences, ditches, and visible improvements within the project area. Exterior of buildings within the project area will be dimensioned. Shrubs and bushes will be field located.

Visible above ground evidence of utilities to include power poles, fire hydrants, traffic control, valves, etc. will be located by the survey. Corresponding top, bottom and invert elevations of storm and sanitary structures that are accessible and without the need for confined space entry will also be recorded. Pipe sizes entering and exiting these structures will also be noted where accurately attainable. Storm drainage and sanitary systems will be traced and located to one structure beyond the survey limits of the project.

A topographic survey of the area will be performed within the survey area. Elevations will be shown to the nearest 0.1' on lawn or "soft" areas while on paved or "hard" surfaces elevations will be shown to the nearest 0.01'. Contours will be created at a one-foot interval. Building finish floor elevations will be obtained at accessible building entrances within the survey area limits.

Subsurface Utility Engineering (SUE) – Level B

In order to perform Subsurface Utility Engineering (SUE) Level A services, Stewart will perform a SUE Quality Level B (utility designation) investigation to verify approximate horizontal locations of underground utilities. Radio-frequency electromagnetic technology will be used to designate and layout SUE Level A test hole locations. These locations will be painted, field sketched and surveyed. All work will be performed in close coordination with utility owners, and available utility maps from these owners will be used for this project if available. Although SUE methods provide a high level of assurance for the location of subsurface utilities, the possibility exists that not all features can be identified. Therefore, due caution should be used when performing subsurface excavations where potential conflicts exist, and Stewart will not be liable for any damages that may occur.



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Subsurface Utility Engineering (SUE) - Level A Test Holes

It is understood that Stewart will field stake eight (8) test hole locations based upon the location supplied by the Client. These locations will be either staked with wooden stakes in grass or turfed areas or with paint in asphalt or concrete locations.

Stewart will perform subsurface utility vacuum excavation services (Quality Level A) at each of the locations field staked as discussed above. Tasks to be completed under this item include the following:

- Provide all equipment, personnel and supplies necessary for the completion of Quality Level A information for soft digs.
- Vacuum excavation will be used to confirm the vertical position of utilities.
- Obtain all necessary permits from city, county, state, or any other municipal jurisdictions to allow Stewart personnel to work within the existing rights-of-way.
- Stewart will provide safety cones and signs.
- Perform EM and GPR sweeps of the proposed conflict and other procedures necessary to adequately "set-up" the test hole.
- Excavate soft digs to expose the utility to be measured in such a manner that ensures the safety of excavation and the integrity of the utility to be measured. In performing such excavations, Stewart shall comply with all applicable utility damage prevention laws. Stewart shall schedule and coordinate with the utility companies and their inspectors, as required, so that they may be present during excavation of their facilities.
- Using hubs/PK nails/other monuments and information provided by Stewart, Stewart will record: (a) the horizontal and vertical location of the top and/or bottom of the utility (b) the elevation of the existing grade over the utility at a soft dig. Stewart will collect the following data: (c) the outside diameter of the utility and configuration of non-encased, multi-conduit systems; (d) the utility structure material composition, when reasonably ascertainable; (e) the paving thickness and type, where applicable; (f) the general soil type and site conditions; and (g) such other pertinent information as is reasonably ascertainable from each soft dig site.
- Provide permanent restoration of pavement using cold asphalt patch within the limits of the original cut. When test holes are excavated in areas other than roadway pavement, these disturbed areas shall be restored as nearly as possible to the condition that existed prior to the excavation.
- Soft digs over 6 feet in depth may be charged at \$50 per foot over 6 feet.
- Utilities that cannot be located with SUE designating equipment may not be able to be found with vacuum excavation depending on the accuracy of the one call marks and/or depth of the utility.
- Test hole information shall be formatted and presented on Stewart's certification form and listed in a test hole data summary sheet.

Once test holes have been performed, Stewart will field survey the installed hub, pk nails or other associated monument collecting both horizontal coordinates and vertical elevations of the test hole point. A final deliverable will include test hole reports for each location as well as a coordinate list illustrating the surveyed location (horizontal and vertical). This information will be signed and sealed by a Professional Land Surveyor licensed to practice in the State of North Carolina.

Right of Way Plat Preparation

After performing record research and associated field reconnaissance, parcel property boundaries adjacent to and within the survey area will be confirmed on the project site. Findings of these field surveys will be shown on the project deliverables (Plats). Property boundary locations will be shown giving lengths and bearing on each straight line and interior angles, radius and length of curved lines will be shown for the subject parcel and associated rights-of-way. Visible encroachments and easements of record where readily obtainable will be located and shown on the final drawing. Adjacent properties to the survey area will be noted with owner name and legal reference.

Based on the conceptual design provided by the client, Stewart anticipates approximately six (6) parcels will be impacted and will require an easement survey. Individual plat illustrating easements to be acquired will be prepared on 8" x 14" standard sheets and shall have parcel numbers assigned to each piece of property. Stewart will prepare plat showing existing and proposed metes and bounds, as determined by actual survey or from acceptable deeds and recorded maps, for each easement to be acquired. All metes and bounds for easement acquisitions shall be shown on the parcel plat. In addition to the information shown on the design plans, the following data will be shown on the plats in accordance with the normal practices of the owner:

- The total area of the parcel (deed area), the area to be acquired, area currently maintained (if applicable), and the area of the parcel remaining shall be shown on each individual plat in square feet to the nearest square unit and in acres.
- The total area of permanent easements being acquired shall be shown to the nearest square foot and in acres. The temporary easement area shall be calculated and shown on the plats.
- The proposed right-of-way width shall be shown.
- All dimensions shall be in English units (U.S. Survey Feet).
- Suitable hatch or layering shall be used to clarify the proposed and existing easements.

Client/Owner's responsibilities include the following:

- Handle and facilitate communications and correspondence and negotiate with impacted property owners.
- Acquire all easements.
- Notify Stewart and the Client of special provisions so the provisions can be included into the exhibits.
- Acquire signatures from the property Owners on the deed and easement plat.
- Record easement exhibits at the Register of Deeds.
- Where necessary, determine ownership of property in question by a title search and other legal consultation.
- Provide electronic (AutoCAD format) and hard copies of design/easements to be created

Unmanned Aerial Systems Survey

Stewart will establish horizontal and vertical ground control for six (6) points throughout the project site for Aerial Control purposes. The ground control points will be photo-identifiable marks. Record data will be acquired from sources to include the County Register of Deeds, the Owner, and other available sources that describe the Owner's parcel as well as adjacent parcels throughout the survey area and shown on the final plan.

The Stewart team will acquire data on the project areas using Unmanned Aerial Systems aerial acquisition methods. All operations will be conducted according to FAA Part 107 guidelines. New color aerial photography will be used to cover the mapping area. The aircraft will be equipped with a precision aerial camera fitted with a 6" focal length. Low altitude LiDAR scanning of the project corridor will be obtained suitable for mapping one-foot contour accuracy. This data will be tied to ground control points, processed, and mapped to survey standards. Physical features obscured by vegetation, dark shadows, vehicles, etc. will not appear on the final map.

DELIVERABLES

A final survey deliverable will include a drawing depicting the findings of the survey described above. This drawing will be provided in hardcopy and in Microstation format. This drawing will be signed and sealed by a Professional Land Surveyor licensed to practice in the State of North Carolina.



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EXCLUSIONS

The following items are excluded from the Scope of Services (most of these, if not all, can be provided at a later day as an additional service:

- Boundary, Subdivision, Easement, Recombination, Tree Conservation Platting Services
- Wetland/Stream Delineation Services
- Tree Identification/Tagging and Association Surveys
- ALTA/NSPS Land Title Survey
- Subsurface Utility Engineering – except as stated above
- Manned Aerial Systems (UAS)
- As-Built Survey
- Construction Surveying/Staking
- Any Environmental Phase I or II investigations
- Review and Recordation Fees

SCHEDULE

Stewart agrees to provide services to the Client in the most expeditious manner as is practical and will adhere to the project schedule as appropriate and realistic. Reference is hereby made to the compensation portion of this proposal for fee breakdown based upon requested schedule timeframe.

ADDITIONAL SERVICES

Any item not contained in the scope of services or items outlined as exclusions are available from Stewart but will be deemed as an Additional Services. Additional Services will be provided if requested by the Client for a negotiated lump sum fee or at our Standard Hourly Billing Rates.

CLIENT RESPONSIBILITIES

It shall be the responsibility of the Client to provide the following items:

- Access to the site. Delays to field activities that are beyond our control, such as right-of-entry, security measures (e.g., gates, locked areas), on-site traffic interference, etc. may result in additional fees
- Any other electronic information on the site to be used in the preparation of plans
- Send notification forms to affected property owners
- Assistance in obtaining information from all other consultants on the design team as needed to complete our tasks
- Where necessary, determine ownership of property in question by a title search and other legal consultation
- Documents that would be beneficial during our evaluation
- Decisions on critical design issues as necessary in a timely manner
- Payment of all invoices per Conditions of the Agreement (See 3.01 of Agreement)



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COMPENSATION

Stewart agrees to provide professional services as outlined above in the Scope of Services. We have calculated these fees given the scope stated above using our current hourly billing rates with expected man-hours for the tasks set forth. Also, please note that we have broken down the compensation schedule to correlate with the above outlined tasks. We propose a lump sum fee (unless denoted otherwise) invoiced as a percent complete as follows:

Scope of Services	Fee
Design Survey	\$ 74,161.68
Subsurface Utility Engineering (SUE) – Level A & Level B	\$ 18,990.36
Total	\$ 93,152.04

CONCLUSION

If this proposal is acceptable, please execute and return a copy of the Agreement to this office.

Do not hesitate to contact us if you have any questions regarding our proposal. Please give us the opportunity to clarify any details of this proposal or to revise this proposal if it appears that we have misunderstood some portion of the scope of services.

Respectfully submitted:
STEWART ENGINEERING, INC.

Approved by:
RK&K

Kris A. Gath, PLS
Manager of Survey, Geomatics

STEWART ENGINEERING, INC.

J. Timothy Thomas, PLS
Associate Vice President
Director, Client Relationships, Geomatics

Date

Enclosures/NJB

Appendix D

Noise Study (EN NOISE—SUB1)

Scope Document



Scope of Services

March 8, 2024 (Rev. January 17, 2025)

Roman B Prokopovych, PE, Manager, Transportation
RK&K
124 Floyd Smith Office Park Drive, Suite 240
Charlotte, NC 28262

Dear Mr. Prokopovych:

SUBJECT: Scope of Services for Traffic Noise Report (TNR), STIP Project HL-0063, Caldwell Road Extension, Town of Harrisburg, Cabarrus and Mecklenburg Counties

Whitman, Requardt and Associates, LLP (WRA) is pleased to provide the following scope of services and fee estimate for a Traffic Noise Analysis for the Caldwell Road Extension Improvements Project from south of NC 49 to north of US 29 in the Town of Harrisburg. The Traffic Noise Report and prerequisite deliverables and tasks, once alternatives/alignments are developed, are described as follows.

Assumptions:

1. A Traffic Noise Report (TNR) will be prepared in accordance with the 2021 Traffic Noise Policy and 2022 Traffic Noise Manual.
1. A project area reconnaissance **will not** be needed.
2. A Noise Analysis Work Plan **will** be prepared.
3. Ambient noise level data collection **will** be collected.
4. Estimated number of receptors to be included in noise modeling: **60 receptors**
5. Estimated number of locations where equivalent receptors will be calculated: **2 recreational locations: Founders Way Greenway Trail and Founders Way Playground.**
6. Base Year: **2024**
7. Design Year: **2050**
8. Number of Build Alternatives: **1 Build Alternative (Preliminary Alignment Option -L1-)**
9. Consultant Staff [Analyst and Reviewer must be prequalified by NCDOT under Work Code 00253 (Traffic Noise Report for NEPA/SEPA Documents) and must be included in the Workday Estimate].
 - a. Analyst: **Jeffrey Lasko**
 - b. Reviewer: **Mark Reep, PE**
10. Equipment
 - a. Firm-owned noise meters will be paid for at the fixed rate of \$25/day.
 - b. Estimates that include noise meter rentals must include rental quotes on rental firm letterhead. Rental quotes can also be provided via email from the rental firm.
 - c. No charges will be allowed for firm-owned tripods.
11. Environmental Document Type: CE
12. County(ies): **Cabarrus and Mecklenburg Counties**

MEETINGS AND TRIPS			
☐	Project Area Reconnaissance: 0 total miles		
	Anticipated # of staff: 0		Anticipated duration: 0 days
☐	Noise Analysis Work Plan Meeting: 0 total miles (if in person)		
	Anticipated format: Choose an item.	Anticipated # of staff: N/A	Anticipated duration: N/A hrs./meeting
☒	Ambient Noise Level Data Collection: 300 total miles		
	Anticipated # of staff: 3		Anticipated duration: 2 days

☐	Other Meetings: 0 staff/meeting
List out additional meetings and details: (e.g., Number of meetings, and for each, include meeting purpose, anticipated staff, duration of meetings, and meeting format.)	

Tasks/Deliverables:

TASK/DELIVERABLE LIST
1.0 Project Initiation ▪ Obtain existing project information. ▪ Review data requirements necessary to perform traffic noise analysis (Section 7.5 of the Traffic Noise Manual) to determine if a Project Area Reconnaissance will be needed. ▪ If necessary, complete Project Area Reconnaissance (not necessary). ▪ Identify noise-sensitive land uses in the project vicinity within the initial noise study area limits appropriate for the roadway functional classification (Table 7.1 of the Traffic Noise Manual). ▪ Classify noise-sensitive land uses per Noise Abatement Criteria (NAC). - NSA 1: Caldwell Road along south side of NC 49 - NSA 2: Caldwell Road Extension northbound from NC 49 to north of Mallard Creek - NSA 3: Caldwell Road Extension southbound from NC 49 to north of Mallard Creek - NSA 4: Caldwell Road Extension northbound from north of Mallard Creek to US 29 - NSA 5: Caldwell Road Extension southbound from north of Mallard Creek to US 29 - NSA 6: Floyd Smith Office Park Drive along north side of US 29 ▪ Confirm receptors to be included in modeling. ▪ Coordinate with applicable local government to identify noise-sensitive land uses with an approved building permit.
2.0 Noise Analysis Work Plan ▪ Prepare and submit draft Noise Analysis Work Plan via ETRACS. The Noise Analysis Work Plan should follow the latest version of NCDOT's Noise Analysis Work Plan template. ▪ If necessary, meet with NCDOT Noise staff to discuss the draft Noise Analysis Work Plan and to determine parameters of the analysis. ▪ Revise Noise Analysis Work Plan to address NCDOT comments. ▪ Prepare comment/response matrix. ▪ Resubmit Noise Analysis Work Plan with comment/response matrix via ETRACS. ▪ Assume a second round of review will be required before Noise Analysis Work Plan is approved. This means there will be a draft Noise Analysis Work Plan, revised Noise Analysis Work Plan with comment/response matrix, and final Noise Analysis Work Plan with comment/response matrix, all submitted via ETRACS. ▪ Receive approval for Noise Analysis Work Plan. ▪ Obtain NCDOT Right-of-Entry Letter. ▪ Coordinate as necessary with property owners to obtain usage data for equivalent receptor locations, window condition/building type information for NAC D receptors, etc. ▪ Complete QC/QA procedures
3.0 Ambient Noise Measurements ▪ Gather equipment and prepare materials. ▪ Collect ambient noise measurements: ○ Short-term existing ambient Leq(h) data [1-minute increments for 20-minute periods] at 9 of representative areas with at least two, and preferably three simultaneous measurements per area. Count includes number of sites and not number of SLMs per site. ○ Record unusual events and time at which they occurred during measurement period. ○ Long-term existing ambient Leq(h) data [up to 24 hours], collected in 1-minute increments, Insert 1 location. ○ Count and classify simultaneous traffic and note observed vehicle speeds during short-term noise measurement sessions.



- Post-processing of data (extracting, despiking, calculating Leq, rolling loudest hour, etc.)

4.0 Baseline TNM Models

- Existing TNM Models
 - Create Existing Condition TNM®2.5 Model for project study area.
 - Use TNM®2.5 to predict existing year loudest hour equivalent traffic noise levels at all noise-sensitive land use receptors for Base Year. Base year TNM models will remove any validation-only TNM elements or information, such as tree zones, building rows representing privacy fences, etc.
 - Assess existing loudest hour noise levels for noise-sensitive land use receptors as the greater of field-monitored equivalent noise levels or hourly-equivalent noise levels predicted by TNM assessment of existing base-year loudest-hour traffic volumes and speeds into the validated existing-condition TNM model(s).
- Validation TNM Models (if applicable)
 - Use field-collected data to create a validated TNM 2.5 model of the traffic noise environment during ambient noise monitoring sessions.
 - Validation will be acceptable when the Leq(h) modeled noise levels are within ± 3.0 dB(A) of the measured Leq(h) for all noise monitoring receptor locations for which traffic was dominant.
 - TNM model validation will be needed at Insert 5 sites (not number of SLMs per site).
- Complete QC/QA procedures

5.0 Noise Model Validation Memorandum

- Prepare and submit draft of the Noise Model Validation Memorandum and TNM files via ETRACS. The Noise Model Validation Memorandum should follow the latest version of NCDOT's Noise Model Validation Memorandum template.
- Revise Noise Model Validation Memorandum and TNM files to address NCDOT comments.
- Prepare comment/response matrix.
- Resubmit Noise Model Validation Memorandum and TNM files with comment/response matrix via ETRACS.
- Assume a second round of review will be required before Validation is approved. This means there will be a draft Noise Model Validation Memorandum, revised Noise Model Validation Memorandum with comment/response matrix, and final Noise Model Validation Memorandum with comment/response matrix, all submitted via ETRACS.
- Meet with NCDOT to discuss validation if necessary.
- Complete QC/QA procedures.

6.0 No Build Condition TNM Model

- Use TNM®2.5 to predict design year loudest hour equivalent traffic noise levels at all noise-sensitive land use receptors for the No-Build alternative.
- Complete QC/QA procedures.



7.0 Build Condition TNM Models

- Use TNM®2.5 to predict design year loudest hour equivalent traffic noise levels at all noise-sensitive land use receptors for all detailed study alternatives. Design year TNM models will incorporate the build-condition design elements (these elements will be based on the best design information available at the time of the modeling), into the validated existing-condition TNM models.
- Assess TNM-predicted design year loudest-hour noise levels for all noise-sensitive land use receptors.
- Assess Design Year traffic noise impacts per the NCDOT Noise Abatement Criteria and Substantial Increase criteria.
- Prepare Design Year noise contours to assist land use planning efforts by local governments. It is anticipated that noise contours will be needed at Insert # locations. Generally describe locations where noise contours will be needed.
- Equivalent receptor calculations as applicable.
- Complete QC/QA procedures.

8.0 Noise Abatement

- Assess potential noise abatement measures defined by the NCDOT Traffic Noise Policy for all traffic noise impacts, if any, resulting from the project. Use TNM®2.5 to model and assess noise barrier(s) as a potential abatement measure per applicable NCDOT Traffic Noise Policy criteria. For the purposes of this scope of work, noise barriers will be modeled for up to Insert # total locations across Insert # Build Alternatives for a total of Insert # barriers to be modeled. List locations where noise barrier modeling is anticipated.
- Conduct parallel barrier analysis, if applicable. Assume Insert # pairs of parallel barriers will need to be evaluated. List locations where parallel barrier analysis is anticipated.
- Include the results of this assessment in the Traffic Noise Report, with a discussion of the applicability of each potential abatement measure, based upon known project design and right of way limitations. Use TNM®2.5 to model and assess all noise barrier(s) that are considered for implementation as a potential abatement measure, per applicable NCDOT Traffic Noise Policy criteria. The noise barrier(s) will preliminarily indicate feasibility and reasonableness of noise abatement for predicted traffic noise impacts.
- Complete QC/QA procedures.

9.0 Traffic Noise Report

- Prepare draft 1 of Traffic Noise Report, including qualitative discussion of construction noise. The Traffic Noise Report should follow NCDOT's latest version of the Traffic Noise Report template.
- Submit draft 1 of Traffic Noise Report via ETRACS (electronic copy) along with TNM files and CADD files.
- Revise Traffic Noise Report and TNM files to address NCDOT comments and resubmit along with comment/response matrix.
- Assume two additional rounds of review will be required before TNR is accepted. This means there will be a draft 1 of TNR, draft 2 of TNR with comment/response matrix, draft 3 of TNR with comment/response matrix, and final TNR with comment/response matrix, all submitted via ETRACS.
- Finalize and submit accepted Traffic Noise Report (signed by NCDOT-approved analyst and reviewer) along with comment/response matrix and final deliverables:
 - Electronic copy of all final deliverables placed on the project's SharePoint Connect site (pdf of final, complete report with appendices; MS Word version of the body of the report; TNM files and CADD files). Note that the final Traffic Noise Report must be uploaded via ATLAS Workbench – do not upload an additional copy of the TNR to SharePoint. Only the accepted Traffic Noise Report is marked as a KeyHE document in SharePoint.
- Prepare and submit "Streamlined Traffic Noise Text" if needed for inclusion in the environmental document.
- Complete QC/QA procedures.



11.0 Task Management

List specific items of work to delineate hours under Task Management. (For example, coordination with NCDOT and other technical disciplines/units, internal coordination, meetings with NCDOT as listed in the Meeting and Trips table and not already covered under the Task/Deliverable above, project documentation and uploads.)

12.0 Complete Quality Procedures

Perform appropriate quality reviews and complete quality checklists in accordance with the *NCDOT Quality Management Program: Quality Control and Quality Assurance*.

Conditions

This Scope of Work requires that the following conditions shall be met:

1. Project Limits shall be confirmed before a Noise Analysis Work Plan may be developed. Project Limit revisions shall be cause for revision to the Noise Analysis Work Plan and subsequent tasks defined in this Scope of Work.
2. Traffic analysis suitable for calculating Base Year existing, Design Year no-build, and Design Year build-condition TNM classified traffic volumes shall be provided prior to project initiation tasks defined in this Scope of Work.
3. Preliminary Design shall be approved, and CADD design and digital elevation mapping provided prior to project initiation tasks defined in this Scope of Work.

Exclusions

The following tasks and/or deliverables are explicitly excluded from this Scope of Work:

1. More than one build alternative
2. Final Design Traffic Noise Analysis
3. Potentially feasible and reasonable sound barrier benefited owner and tenant ballot information and materials – including electronic or physical media
4. Solicitation of the preferences of property owners and tenants of all benefited receptors for or against proposed noise barrier(s)
5. Development of Public Involvement materials and/or mailings
6. Public involvement plan
7. Facilitation/attendance at public meetings
8. Sound barrier envelope drawing plan sheets
9. Sound barrier design

We appreciate the opportunity support RK&K in delivering this project for the Town of Harrisburg. If you have questions or need additional information, please contact me at (919) 859-0808, dsaunders@wrallp.com or Mark Reep, PE at (984) 389-1731, mreep@wrallp.com.

Sincerely,

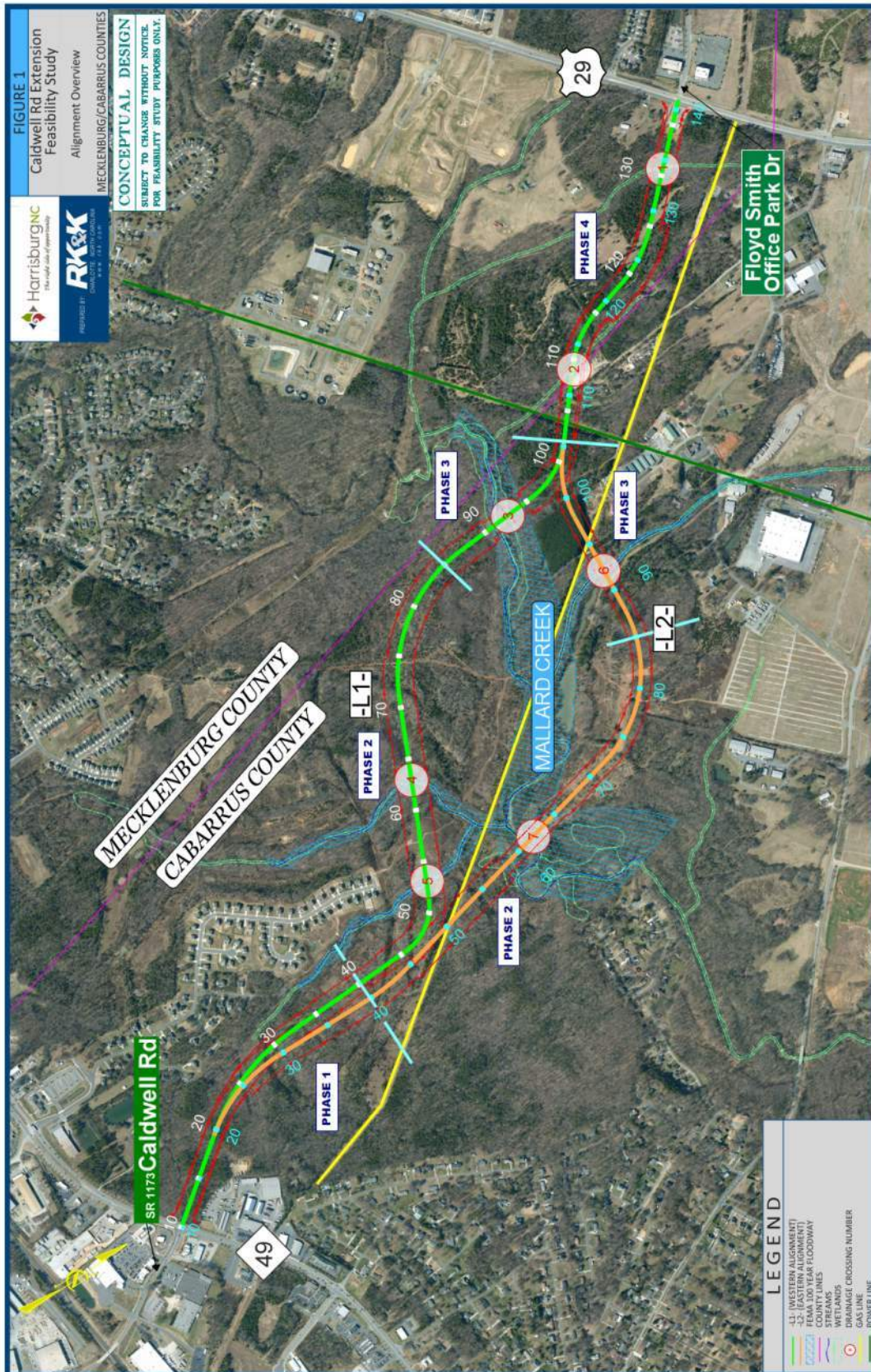
Whitman, Requardt & Associates, LLP

Douglas B. Saunders, PE,
Vice President



Town of Harrisburg

CALDWELL ROAD EXTENSION



FEASIBILITY STUDY REPORT

21





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Item	Rates in USD		
	Daily	Weekly	Monthly
Single Channel Sound Level Meters & Analyzers			
Sound Level Meter Only – Rion NL-42EX/52EX (https://scantekinc.com/products/sound-level-meters/rion/nl-42-sound-level-meter/) WR, RT, FFT, or RV program cards cost extra	\$60	\$300	\$1100
Sound Level Meter with Acoustic Calibrator – Rion NL-42EX/52EX (https://scantekinc.com/products/sound-level-meters/rion/nl-42-sound-level-meter/) WR, RT, FFT, or RV program cards cost extra	\$65	\$325	\$1200
Sound Level Meter with Environmental Package – Rion NL-42EX/52EX (https://scantekinc.com/products/sound-level-meters/rion/nl-42-sound-level-meter/) WR, RT, FFT, or RV program cards cost extra	\$75	\$375	\$1300
Other			
SoundNote Tablet for recording transient environmental noise sources	\$40	\$200	\$700
Crown dual channel amplifier (500W)	\$60	\$300	\$1100
Tripod with other equipment rental	\$5	\$25	\$100
DataKustik CadnaA or CadnaR Noise Prediction Software	Contact us for pricing		
Other Instruments Available	Contact us for pricing		

Terms:

1. \$25 process fee with each order
2. Daily, weekly, and monthly rates
3. Three day minimum required on most equipment
4. Credit given towards purchase
5. Rental equipment for sale at discounted rates
6. \$100 minimum for each rental
7. Rental starts day after shipment and ends on the day of return for most equipment
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Please provide information about your shipment to estimate the shipping cost. If you're looking to ship larger items, please contact your [neighborhood location](#) to inquire about The UPS Store [freight services](#). This calculator is for the following UPS® services:

UPS Next Day Air® Early A.M.®
UPS Next Day Air®
UPS Next Day Air Saver®
UPS 2nd Day Air A.M.®

UPS 2nd Day Air®
UPS 3 Day Select®
UPS Ground*

* Note: The actual rate for UPS Ground may be different than the rate reflected in this online calculator. Visit your [local The UPS Store](#) to determine whether your rate is different than what is reflected here.

Ship From

United States
RALEIGH
27607

Ship To

United States
COLUMBIA
21045

Number of Packages: 1
Total Shipment Weight: 25 lbs
Packaging Type: Your Packaging
Currency: USD

[Modify Shipment Information](#)

Service and Total Price (All Packages)

Next Day Air	\$206.27 *
2nd Day Air	\$115.79 *
Ground	\$44.94
3 Day Select	\$88.92 *
Next Day Air Saver	\$201.38 *
Next Day Air Early AM	\$241.37 *
2nd Day Air AM	\$132.09 *

Package Type: Your Packaging

Package 1
Weight 25 lbs
Length 24 in
Width 24 in
Height 12 in



					Version: 2023.11.15) SPM		
OVERALL SUMMARY							
TIP NUMBER:		HL-0063		When initial estimate is complete, lock initial estimates			
COUNTY:		Cabarrus					
TASK ORDER NUMBER: (If applicable)		1					
FA NUMBER: (If applicable)							
ESTIMATE SUBMITTAL NUMBER: (Version Control-If needed) (Ex. Initial/V2 (initial estimate version 2))				WBS NUMBER(s): Firm: fill out WBS Number(s) section on "Acct Initiation Request" DOT: the Project Manager fills out the entire "Acct Initiation Request"			
OTHER PROJECT IDENTIFIER INFORMATION: (if needed)							
DESCRIPTION: (List the project parameters; where the project starts and stops)		Extension of Caldwell Road from NC-49 to the north for 3,000 LF.					
DISCIPLINE USED: (List each discipline that will be involved in this project)		PM-Project Mgmt : PM-Other : EN-Natural Env : EN-Community Studies : EN-Public Involvement : EP-Env Policy : GT-Geotechnical : HY-Hydraulics : PD-Final Pavement Marking & Markers : RD-Roadway : RE-Erosion Control : SD-Signing : SS-Signals : TM-Work Zone Traffic Control (WZTC) : TM-Congestion Management : UT-Utilities Coordination					
DISCIPLINE		INITIAL			FINAL		
ITEM		WD	COST	COST/WORKDAY	WD	COST	COST/WORKDAY
PM-Project Mgmt		15.000	\$ 27,187.13	\$ 1,812.48			
Direct Costs			\$ -				
PM-Other		8.000	\$ 11,015.50	\$ 1,376.94			
Direct Costs			\$ -				
EN-Natural Env		40.000	\$ 40,987.25	\$ 1,024.68			
Direct Costs			\$ 3,843.05				
EN-Community Studies		38.875	\$ 62,161.21	\$ 1,599.00			
Direct Costs			\$ -				
EN-Public Involvement		22.250	\$ 34,282.68	\$ 1,540.79			
Direct Costs			\$ 1,295.60				
EP-Env Policy		23.500	\$ 39,935.71	\$ 1,699.39			
Direct Costs			\$ 288.50				
GT-Geotechnical		(Boring and Lab)	29.750	\$ 32,879.73	\$ 1,105.20		
Foundations			\$ 10,642.50				
HY-Hydraulics		89.500	\$ 100,137.34	\$ 1,118.85			
Direct Costs			\$ -				
PD-Final Pavement Marking & Markers		6.625	\$ 8,769.66	\$ 1,323.72			
Direct Costs			\$ 201.00				
RD-Roadway		129.675	\$ 162,486.04	\$ 1,253.03			
Direct Costs			\$ -				
RE-Erosion Control		48.375	\$ 54,497.62	\$ 1,126.57			
Direct Costs			\$ -				
SD-Signing		9.625	\$ 11,949.71	\$ 1,241.53			
Direct Costs			\$ 201.00				
SS-Signals		12.938	\$ 15,594.55	\$ 1,205.38			
Direct Costs			\$ -				
TM-Work Zone Traffic Control (WZTC)		13.500	\$ 19,647.62	\$ 1,455.38			
Direct Costs			\$ -				
TM-Congestion Management		18.000	\$ 20,352.00	\$ 1,130.67			
Direct Costs			\$ -				
UT-Utilities Coordination		31.500	\$ 29,690.38	\$ 942.55			
Direct Costs			\$ 3,430.90				
EN-Noise--SUB1		65.000	\$ 78,163.32	\$ 1,202.51			
Direct Costs			\$ 1,327.78				
LS-Location Surveys--SUB1		64.875	\$ 54,611.68	\$ 841.80			
Direct Costs			\$ 19,550.00				
LS-SUE--SUB1		10.625	\$ 15,940.36	\$ 1,500.27			
Direct Costs			\$ -				
Grand Total - All Disciplines		677.613	\$ 861,069.82				
Labor, Overhead & Fee							
MANAGING DOT DISCIPLINE:		RK&K					
ENGINEERING FIRM:							
ENGINEERING FIRM CONTRACT NUMBER:		CONTRACT TYPE:		PAYMENT TYPE:			
SCOPE/WORKDAY ESTIMATE PREPARED BY:		Roman Prokopovych, PE		DATE:		February 20, 2024	
SCOPE/WORKDAY ESTIMATE APPROVED BY:				DATE:			
REASON FOR SUPPLEMENTAL: (If this is a supplemental to the original Scope of Services, state reason for supplemental.)							
PO NUMBER: (If Available)		SUPPLEMENTAL NUMBER: (If Applicable)					



EXHIBIT “B”

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

AFFIDAVIT

I, _____ (the individual signing below), being duly authorized by and on behalf of
_____ (the legal name of the entity entering the contract, "Employer")

after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a). Employer attests that Employer is in compliance with the requirements of the federal and state laws relevant to E-verify.
3. Employer is a person, business entity, or other organization that transacts business in the State of North Carolina. Employer employs 25 or more employees in this State. (mark Yes or No)
a. YES _____, or b. NO _____.
4. Employer attests that all subcontractors employed by it as part of this contract comply with the requirements of E-Verify, and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer as part of any contract with the City of Concord.
5. Employer shall have a continuing duty to inform the City of Concord of any changes to this sworn information.

This ____ day of _____, 20____.

Signature of Affiant

Print or Type Name: _____

State of North Carolina County of Cabarrus

Signed and sworn to (or affirmed) before me, this the _____
day of _____, 20____.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)



EXHIBIT C



EXHIBIT D



EXHIBIT E

Executive Summary

The Executive Summary is a summation of this agreement and is not intended to be used as the agreement between the Department (North Carolina Department of Transportation) and the Party (Entity).

Entity: Harrisburg **County:** Mecklenburg

TIP: HL-0063

Project: Caldwell Road Extension

Scope: The Project consists of the construction of Phase 1 fo improvements including extending SR 1173 north of NC 49 for approximately 3,000 ft and includes all modifications to the intersection of Caldwell Road and NC 49.

Eligible Activities:

PE	50663.1.1	Design
		Environmental
ROW	50663.2.1	ROW Acquisition
	50663.2.2	Utility Relocation
CON	50663.3.1	Construction
FEDERAL-AID	5066301	

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
BGDA	\$4,885,600	80 %	\$1,221,400	20 %
Total Estimated Cost		\$6,107,000		

Responsibility: The Harrisburg shall be responsible for all aspects of the project.

NORTH CAROLINA
MECKLENBURG COUNTY

LOCALLY ADMINISTERED PROJECT - FEDERAL

DATE: 5/17/2023

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AND

HARRISBURG

TIP #: HL-0063

WBS Elements: PE 50663.1.1

ROW 50663.2.1

UTILITY 50663.2.2

CON 50663.3.1

FEDERAL-AID NUMBER: 5066301

CFDA #: 20.205

Total Funds [NCDOT Participation] \$4,885,600

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the Harrisburg, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA) allows for the allocation of federal funds to be available for certain specified transportation activities; and,

WHEREAS, the Municipality has requested federal funding for Caldwell Road Extension, hereinafter referred to as the Project, in Mecklenburg County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$4,885,600 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General

Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a Supplemental Agreement.

LOCAL PUBLIC AGENCY TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

PERSON IN RESPONSIBLE CHARGE

The Municipality shall designate a person or persons to be in responsible charge of the Project, in accordance with Title 23 of the Code of Federal Regulations, Part 635.105. The person, or persons, shall be expected to:

- Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintain knowledge of day to day project operations and safety issues;

- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project in accordance with the project scope and scale;
- Review financial processes, transactions and documentation to reduce the likelihood of fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The person in responsible charge must be a full-time employee of the Municipality, but the duties may be split among several employees, if necessary.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the *Local Programs Management Handbook*.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Project consists of the construction of Phase 1 of improvements including extending SR 1173 north of NC 49 for approximately 3,000 ft and includes all modifications to the intersection of Caldwell Road and NC 49.

The Department's funding participation in the Project shall be restricted to the following eligible items:

- Design

- Environmental Documentation
- ROW Acquisition
- Utility Relocation
- Construction

as further set forth in this Agreement.

3. FUNDING

PROGRAMMING AND AUTHORIZATION OF FEDERAL FUNDS

The funding currently programmed for the project in the State Transportation Improvement Program (STIP) is BGDA. The funding source may be modified with the coordination and approval of the respective Metropolitan Planning Organization (MPO) and/or the Department prior to authorization of funds. The Department will authorize and reimburse federal funding based on the type of federal funding that is programmed in the STIP at the time of the authorization request. The Department will notify the Municipality of the type of federal funds authorized by issuing a Technical Amendment – Funds Authorization letter. A modification in the source of funds will have no effect on project responsibilities outlined in this agreement.

REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall reimburse 80% of eligible expenses incurred by the Municipality up to a maximum amount of Four Million Eight Hundred Eighty-Five Thousand Six Hundred Dollars (\$4,885,600), as detailed below. The Municipality shall provide the non-federal match, as detailed in the FUNDING TABLE below, and all costs that exceed the total estimated cost.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
BGDA	\$4,885,600	80%	\$1,221,400	20%
Total Estimated Cost		\$6,107,000		

WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, during any phase of the delivery of the Project, shall reduce the funding available to the Municipality under this Agreement. The Department will set aside ten percent (10%) of the total estimated cost, or \$610,700 to use towards the costs related to review and oversight of this Project, including, but not limited to review and approval of plans, environmental documents, contract proposals, engineering estimates, construction engineering and inspection oversight, and other items as needed to ensure the Municipality's appropriate compliance with state and federal regulations.

In the event that the Department does not utilize all the set-aside funding, then those remaining funds will be available for reimbursement to the Municipality at the above reimbursement rate. For all costs of work performed on the Project, whether incurred by the Municipality or by the Department, the Municipality shall provide the non-federal match. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

4. PERIOD OF PERFORMANCE

The Municipality has five (5) years to complete all work outlined in the Agreement from the date of authorization of Federal funds for the initial phase of work. Completion for this Agreement is defined as completion of all construction activities or implementation activities, acceptance of the project, and submission of a final reimbursement package to the Department.

If additional time is needed to complete the Project, then a supplemental agreement must be executed. The Department and/or FHWA reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates included herein.

5. PRELIMINARY ENGINEERING AUTHORIZATION

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

6. PROFESSIONAL AND ENGINEERING SERVICES

The Municipality shall comply with the policies and procedures of this provision if the Municipality is requesting reimbursement for the Preliminary Engineering contract or the Construction Contract Administration / Construction Engineering and Inspection contract.

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 2 Code of Federal Regulations Part 200; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64.31; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legisregs/legislat.html and www.ncleg.net/gascripts/Statutes/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department in the Work Codes advertised.
- A pre-negotiation audit will be conducted by the Department's External Audit Branch. The Municipality shall not execute a consultant contract until the Department's review has been completed.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

WORK BY ENTITY

If the Design, Planning, Contract Administration and/or Construction Engineering and Inspection required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

7. PLANNING / ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.
- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.
- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at www.ncleg.net/gascripts/Statues/Statutes.asp and obtaining those permits required thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

8. DESIGN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

9. RIGHT OF WAY / UTILITY AUTHORIZATION

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

10. PROJECT LIMITS AND RIGHT OF WAY (ROW)

The Municipality shall comply with the policies and procedures of this provision regardless of whether the Municipality is requesting reimbursement for the Right of Way phase of the Project.

SPONSOR PROVIDES ROW

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

ROW GUIDANCE

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm; NCGS, Chapter 133, Article 2, Sections 133-5 through 133-18, Relocation Assistance, incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp; and the North Carolina Department of Transportation Right of Way Manual.

APPRAISAL

The Municipality shall submit the appraisal to the Department for review and approval in accordance with Departmental policies and procedures.

CLEARANCE OF PROJECT LIMITS / ROW

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain or are) to be installed within the Department's ROW, or follow other applicable approval process, for utilities within the Municipality's ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

RELOCATION ASSISTANCE

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

11. UTILITIES

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules and regulations, prior to Municipality beginning construction of the project. This Agreement does not modify or supersede any existing Utility Encroachment Agreements that may be in place.

12. RIGHT OF WAY / UTILITY / RAILROAD CERTIFICATION

The Municipality, upon acquisition of all right of way/property necessary for the Project, relocation of utilities, and coordination with the railroad shall provide the Department all required documentation (deeds/leases/easement/plans/agreements) to secure certification. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document; utilities in conflict with the project are relocated, or a plan for their relocation during construction has been approved; and coordination with the railroad (if applicable) has occurred and been documented.

13. CONTRACT PROPOSAL AND ENGINEER'S ESTIMATE

CONTRACT PROPOSAL

The Municipality shall develop a contract proposal that will be advertised for bids. The proposal shall comply with NCDOT Specifications and Standard Drawings as applicable to the Project. The proposal shall also contain provisions, as applicable, per Title 23 Code of Federal Regulations 633 and 635 to include, but not be limited to: FHWA 1273, Buy America, Davis-Bacon Wage Rates, Non-discrimination, DBE Assurances, Contractor Certification regarding suspension and debarment, and other provisions as required by the Department.

ENGINEER'S ESTIMATE

The Municipality shall develop an itemized engineer's estimate to show items referenced to the NCDOT Standard Specifications, if applicable, along with units and unit price. The engineer's estimate will be used as the basis for comparing bids received.

14. CONSTRUCTION AUTHORIZATION

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.
- The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.

15. CONTRACTOR PROCUREMENT

ADVERTISE FOR BIDS

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 2 of the Code of Federal Regulations, Part 200 and Title 23 of the Code of Federal Regulations, Part 633 and Part 635, incorporated by reference at www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm; and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp.

CONSTRUCTION CONTRACTOR REQUIREMENTS

All Contractors submitting bids on the project shall be pre-qualified by the Department. All proposed subcontractors must be pre-qualified before construction work begins. Any subcontractors who are proposed to meet the Disadvantaged Business Enterprise goal must be certified by the Department.

CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference <https://connect.ncdot.gov/projects/Contracts/Pages/LGA-Projects.aspx>.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

AWARDING CONTRACT

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along

with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

DELAY IN PROCUREMENT

In the event the Project has not been let to contract within six (6) months after receiving construction authorization from the Department, the Municipality shall be responsible for documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

FORCE ACCOUNT

Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than a contract awarded by a competitive bidding process, or there is an emergency. Written approval from the Department is required prior to the use of force account by the Municipality. Federal Highway Administration regulations governing Force Account are contained in Title 23 Code of Federal Regulations, Part 635.201, Subpart B; said policy being incorporated in this Agreement by reference www.fhwa.dot.gov/legregs/directives/cfr23toc.htm. North Carolina General Statutes governing the use of Force Account, Chapter 143, Article 8 (Public Contracts) can be found at www.ncleg.net/gascripts/Statutes/Statutes.asp.

16. CONSTRUCTION

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

CONSTRUCTION CONTRACT ADMINISTRATION

The Municipality shall comply with the NCDOT Construction Manual as referenced at <http://www.ncdot.org/doh/operations/dp%5Fchief%5Feng/constructionunit/formsmanuals/construction/>, which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities,

project diaries, and pay records. The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

RETAINAGE

The Municipality shall not retain any portion of a payment due the contractor.

SIGNAGE

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

SITE LAYOUT

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design (www.usdoj.gov/crt/ada/stdspdf.htm).

RIGHT TO INSPECT

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.

CONTRACTOR COMPLIANCE

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

CHANGE ORDERS

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

SHOP DRAWINGS

Shop Drawings shall be submitted in accordance with the approved plans and specifications and may require review by the Designer.

17. CLOSE-OUT

Upon completion of the Project, the Municipality shall be responsible for the following:

FINAL INSPECTION

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

FINAL PROJECT CERTIFICATION

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

18. MAINTENANCE

The Municipality, at no expense or liability to the Department, shall assume all maintenance responsibilities for the Caldwell Road Extension, or as required by an executed encroachment agreement.

19. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Design
- Environmental Documentation
- ROW Acquisition
- Utility Relocation
- Construction

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 2 Code of Federal Regulations, Part 200 (www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm) "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm. Reimbursement to the Municipality shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

▪ WORK PERFORMED BEFORE NOTIFICATION

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

▪ NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING

At no time shall the Department reimburse the Municipality costs that exceed the total funding per this Agreement and any Supplemental Agreements.

- **UNSUBSTANTIATED COSTS**

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

- **WORK PERFORMED BY NCDOT**

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$4,885,600 available to the Municipality under this Agreement. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

- **CONSTRUCTION ADMINISTRATION**

Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project. These costs will also include any cost overruns and charges to the Project by the Department during the Construction Phase.

- **CONSTRUCTION CONTRACT UNIT PRICES**

Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

- **RIGHT OF WAY**

Reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the agreed upon just compensation for the property, at the reimbursement rate as shown in the FUNDING TABLE.

- **FORCE ACCOUNT**

Invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for

allowable costs set forth in 2 CFR 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.” Reimbursement shall be based on actual eligible costs incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department’s rates in effect for the time period in which the work is performed.

BILLING THE DEPARTMENT

▪ **PROCEDURE**

The Municipality may bill the Department for eligible Project costs in accordance with the Department’s guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

Along with each invoice, the Municipality is responsible for submitting the FFATA Subrecipient Information Form, which is available at <https://connect.ncdot.gov/municipalities/Funding/Pages/default.aspx>.

▪ **INTERNAL APPROVALS**

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department’s Financial Management Division.

▪ **TIMELY SUBMITTAL OF INVOICES**

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

▪ **FINAL INVOICE**

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

20. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

21. OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

TITLE VI - CIVIL RIGHTS ACT OF 1964

The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for the funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

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

IMPROPER USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department will bill the Municipality.

TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," Subpart F – Audit Requirements, and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.

AUTHORIZATION TO EXECUTE

The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.

FACSIMILE SIGNATURES

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

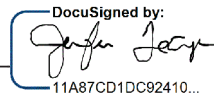
22. SUNSET PROVISION

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

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

HARRISBURG

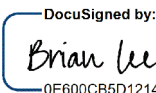
BY:  _____

TITLE: Mayor

DATE: 8/3/2023

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

This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

DocuSigned by:
 Brian Lee 2024-3001-006
(FINANCE OFFICER)

Federal Tax Identification Number

56-1046351

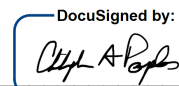
Harrisburg

Remittance Address:

PO Box 100

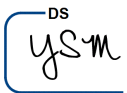
Harrisburg, NC, 28075

DEPARTMENT OF TRANSPORTATION

DocuSigned by:
 [Signature] 
(CHIEF ENGINEER)

DATE: 08/03/2023

APPROVED BY BOARD OF TRANSPORTATION ITEM O: June 6, 2023 (Date)



NORTH CAROLINA
MECKLENBURG COUNTY

SUPPLEMENTAL AGREEMENT

DATE: 11/15/2024

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: HL-0063

AND

WBS ELEMENTS: PE 50663.1.2

ROW 50663.2.1

TOWN OF HARRISBURG

CON 50663.3.1

OTHER FUNDING:

FEDERAL-AID #:

CFDA #: 20.205

TOTAL SUPPLEMENTAL FUNDS [NCDOT PARTICIPATION] \$0

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department", and the Town of Harrisburg, hereinafter referred to as the "Municipality."

WITNESSETH:

WHEREAS, the Department and the Municipality on 8/3/2023, entered into a certain Project Agreement for the original scope: the construction of Phase 1 improvements including extending SR 1173 north of NC 49 for approximately 3,000 ft and includes all modifications to the intersection of Caldwell Road and NC 49., programmed under Project HL-0063; and,

WHEREAS, this Supplemental Agreement will modify the funding in the original agreement #11492 from federal funds to State Trust Funds.

NOW THEREFORE, the parties wish to supplement the aforementioned Agreement whereby the following provisions are amended:

3. FUNDING

REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of state funds, the Department shall reimburse 80% of eligible expenses incurred by the Municipality up to a maximum of \$4,885,600 with State Trust Funds and the Municipality will provide \$1,221,400 as their local match and all costs that exceed \$6,107,000 as detailed in the REVISED FUNDING TABLE below.

REVISED FUNDING TABLE

Fund Source	State Funds Amount	Reimbursement Rate	Non-State Match \$	Non-State Match Rate
Discretionary State Trust Funds	\$4,885,600	80%	\$1,221,400	20%
Total Available Funding: \$6,107,000				

WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, during any phase of the delivery of the Project, shall reduce the funding available to the Municipality under this Agreement. The Department will set aside ten percent (10%) of the total estimated cost, or \$610,700 to use towards the costs related to review and oversight of this Project, including, but not limited to review and approval of plans, environmental documents, contract proposals, engineering estimates, construction engineering and inspection oversight, and other items as needed to ensure the Municipality's appropriate compliance with state and federal regulations.

In the event that the Department does not utilize all the set-aside funding, then those remaining funds will be available for reimbursement to the Municipality at the above reimbursement rate. For all cost of work performed on the Project, whether incurred by the Municipality or by the Department, the Municipality shall provide the non-state match. The Department will bill the Municipality for the non-

state match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

OTHER PROVISIONS

The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

Except as hereinabove provided, the Agreement heretofore executed by the Department and the Municipality on 8/3/2023, is ratified and affirmed as therein provided.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST:

TOWN OF HARRISBURG

BY: _____

Signed by:
BY: *Jaf Jacre*
AED9715A4C054F9...

TITLE: _____

TITLE: Mayor, Town of Harrisburg

DATE: _____

DATE: 11/15/2024

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

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

(SEAL)

DocuSigned by:
Brian Lee
0E600CB5D121494...
(FINANCE OFFICER)

Federal Tax Identification Number

56-1046351

Remittance Address:

Town of Harrisburg

4100 Main St. STE 101
Harrisburg, NC 28075

DEPARTMENT OF TRANSPORTATION

DocuSigned by:
BY: *Lamar Sylvester*
EF11EAF2524D443
(CHIEF ENGINEER)

Initial
HL

DATE: 12/12/2024

APPROVED BY BOARD OF TRANSPORTATION ITEM O: 12/05/2024 (Date)

Initial
RA



EXHIBIT F

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of _____

(Name of Bidder)

Affidavit of _____

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- ☐ **1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☐ **2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☐ **3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ **4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☐ **5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- ☐ **6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ **7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ **8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ **9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ **10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____
 Signature: _____
 Title: _____



State of _____, County of _____
 Subscribed and sworn to before me this _____ day of _____ 20____
 Notary Public _____
 My commission expires _____

State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of _____

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____
_____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

State of North Carolina - AFFIDAVIT C - Portion of the Work to be Performed by HUB Certified/Minority Businesses

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by HUB certified/minority businesses as defined in GS143-128.2(g) and 128.4(a),(b),(e) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit.
This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of _____ I do hereby certify that on the
(Name of Bidder)

(Project Name)
Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

Attach additional sheets if required

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

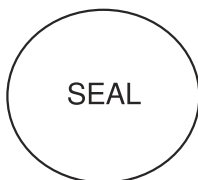
*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____



Signature: _____

Title: _____

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

State of North Carolina AFFIDAVIT D – Good Faith Efforts

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the goal of 10% participation by HUB Certified/ minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of _____ I do hereby certify that on the
(Name of Bidder)

Project ID# _____ (Project Name) Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with HUB certified/ minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. (Attach additional sheets if required)

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

Examples of documentation that may be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- Copies of quotes or responses received from each firm responding to the solicitation.
- A telephone log of follow-up calls to each firm sent a solicitation.
- For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- Copy of pre-bid roster
- Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- Letter detailing reasons for rejection of minority business due to lack of qualification.
- Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____



OUTREACH PLAN AND GUIDELINES FOR RECRUITMENT AND SELECTION OF MINORITY BUSINESSES FOR PARTICIPATION IN TOWN OF HARRISBURG BUILDING CONSTRUCTION OR REPAIR CONTRACTS

In accordance with G.S. 143-128.2, these guidelines establish goals for minority participation in single-prime bidding, separate-prime bidding, construction manager at risk, and alternative contracting methods, on Town of Harrisburg building construction or repair projects in the amount of \$300,000 or more. The outreach plan shall also be applicable to the selection process of architectural, engineering, and Construction Manager-at-Risk services.

Town of Harrisburg has a current verifiable goal of 10% percent for minority participation for building construction or repair projects. The goal will be reviewed at least every 5 years.

SECTION A: INTENT

It is the intent of these guidelines that Town of Harrisburg, as awarding authority for building construction or repair projects, and the contractors and subcontractors performing the construction contracts awarded shall cooperate and in good faith do all things legal, proper, and reasonable to achieve the goal of 10% percent for participation by minority businesses in each building construction or repair project as required by GS 143-128.2. Nothing in these guidelines shall be construed to require contractors or awarding authorities to award contracts or subcontracts to or to make purchases of materials or equipment from minority-business contractors or minority-business subcontractors who do not submit the lowest responsible, responsive bid or bids.

SECTION B: DEFINITIONS

1. Minority - a person who is a citizen or lawful permanent resident of the United States and who is:
 - a. Black, that is, a person having origins in any of the black racial groups in Africa;
 - b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;
 - c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, the Pacific Islands;
 - d. American Indian, that is, a person having origins in any of the original peoples of North America; or
 - e. Female
2. Minority Business (MBE) - means a business:
 - a. In which at least fifty-one percent (51%) is owned by one or more minority persons, or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals; and
 - b. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.

3. Socially and economically disadvantaged individual - means the same as defined in 15 U.S.C. 637: Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities. Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged.

4. Owner – Town of Harrisburg.

5. Designer – Any person, firm, partnership, or corporation which has contracted with Town of Harrisburg to perform architectural or engineering work.

6. Bidder - Any person, firm, partnership, corporation, association, or joint venture seeking to be awarded a public contract or subcontract.

7. Contract - A mutually binding legal relationship or any modification thereof obligating the seller to furnish equipment, materials, or services, including construction, and obligating the buyer to pay for them.

8. Contractor - Any person, firm, partnership, corporation, association, or joint venture which has contracted with Town of Harrisburg to perform building construction or repair work.

9. Subcontractor - A firm under contract with the prime contractor or construction manager at risk for supplying materials or labor and materials and/or installation. The subcontractor may or may not provide materials in his subcontract.

SECTION C: MINORITY OUTREACH PLAN AND GUIDELINES

Owner

Town of Harrisburg will employ the following strategies to encourage participation from MBEs.

1. Work with minority-focused and small business groups that support MBE inclusion in the solicitation of bids. These groups include North Carolina Small Business Center Network, North Carolina Small Business Development Center – Charlotte, Business Link North Carolina, Charlotte Business Resources, NC@yourservice, and Small Business and Technology Center Development.
2. Place emphasis on the importance of soliciting certified MBE firms for subcontracting opportunities at pre-bid conferences and in the bid documents. Examine specifications to identify special subcontracting opportunities and strongly encourage prime contractors to solicit bids for subcontracts from MBE firms.
3. Provide detailed information to majority contractors concerning the bidding and good faith efforts requirements by holding meetings with the contractors.
4. Assess the effectiveness of the MBE program, and identify opportunities to enhance it by evaluating MBE participation and compliance and reviewing the good faith efforts provided in bid packages.
5. Build new and strengthen existing business relationships through networking. Continue communicating with other North Carolina public agencies to find out how their MBE outreach programs are working and to share “best practices” and ideas to improve programs.
6. Be visible through participation in trade shows and business organizations of interest to MBE firms, majority contractors, and small businesses, and provide information to the general public about the MBE program, and continue outreach efforts to the business community.
7. Enhance Town of Harrisburg web page by including the outreach plan and guidelines, listing good faith efforts, creating links to MBE resources, and creating awareness of specific subcontracting opportunities.

8. Maintain or continue to maintain a database specifically for MBE firms and majority contractors to ensure those firms wishing to do business with Town of Harrisburg have access to up-to-date information.
9. Advertise upcoming bid opportunities in minority-focused media.
10. Work with architects and engineers to make subcontracting opportunities more noticeable and more easily understood by potential contractors and subcontractors.

Designer

Under the single-prime bidding, separate prime bidding, construction manager at risk, or alternative contracting method, the designer will:

1. Attend the scheduled pre-bid conference to explain minority business requirements to the prospective bidders.
2. Assist the owner to identify and notify prospective minority business prime and subcontractors of potential contracting opportunities.
3. Maintain documentation of any contacts, correspondence, or conversation with minority business firms made in an attempt to meet the goals.
4. Review jointly with the owner, all requirements of G.S. 143-128.2(c) and G.S.143-128.2(f) – (i.e. bidders' proposals for identification of the minority businesses that will be utilized with corresponding total dollar value of the bid and affidavit listing good faith efforts, or affidavit of self-performance of work, if the contractor will perform work under contract by its own workforce) - prior to recommendation of award.
5. During construction phase of the project, review documentation for contract payment to MBEs (e.g. state form "Appendix E: MBE Documentation for Contract Payment" <http://interscope2.doa.state.nc.us/Guidelines/MBE/MBGuidelines2002R.pdf>) for compliance with minority business utilization commitments. Submit this form with monthly pay applications to the Owner.

Prime Contractor(s), CM at Risk, and Its First-Tier Subcontractors

Under the single-prime bidding, the separate-prime bidding, construction manager at risk, and alternative contracting methods, contractor(s) will:

1. Attend the scheduled pre-bid conference.
2. Identify or determine those work areas of a subcontract where minority businesses may have an interest in performing subcontract work.
3. During the bidding process, comply with the owner's requirements listed in the proposal for minority participation.
4. Identify on the bid the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit listing good faith efforts as required by G.S. 143-128.2(c) and G.S. 143-128.2(f).
5. Make documentation showing evidence of implementation of Prime Contractor, CM-at-Risk and First-Tier Subcontractor responsibilities available for review by Town of Harrisburg, upon request.
6. Upon being named the apparent low bidder, the bidder shall provide one of the following: (1) an affidavit that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal; or (2) if the percentage is not equal to the applicable goal, then documentation of all good faith efforts taken to meet the goal. The documentation must include evidence of all good faith efforts that were implemented including any advertisements, solicitations, and evidence of other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract. Failure

to comply with these requirements is grounds for rejection of the bid and award to the next lowest responsible and responsive bidder.

7. The contractor(s) shall identify the name(s) of minority business subcontractor(s) and corresponding dollar amount of work on the schedule of values.
8. The contractor(s) shall submit with each monthly pay request(s) and final payment(s) documentation for contract payment to MBEs (e.g. state form "Appendix E: MBE Documentation for Contract Payment" <http://interscope2.doa.state.nc.us/Guidelines/MBE/MBGuidelines2002R.pdf>) for designer's review.
9. During the construction of a project, at any time, if it becomes necessary to replace a minority business subcontractor, immediately advise the owner in writing, of the circumstances involved. The prime contractor shall make a good faith effort to replace a minority business subcontractor with another minority business subcontractor.
10. If during the construction of a project additional subcontracting opportunities become available, the contractor shall make a good faith effort to solicit sub-bids from minority businesses.

Minority Business Responsibilities

Certification

While minority businesses are not required to become certified in order to participate in Town of Harrisburg building construction or repair projects, it is recommended that they become certified and take advantage of appropriate technical assistance that is made available. Certification can be obtained from the following agencies:

North Carolina Department of Administration Historically Underutilized Business (HUB) certification
North Carolina Department of Transportation Minority/Disadvantaged/Women-owned Business certification
Small Business Administration 8(a) certification
Other governmental agencies on a case-by-case basis

Other Responsibilities

Minority businesses that are contacted by owners or bidders must respond promptly whether or not they wish to submit a bid.

SECTION D: MINIMUM COMPLIANCE REQUIREMENTS

All written statements or affidavits made by the bidder shall become a part of the agreement between the Contractor and Town of Harrisburg for performance of the contract. Failure to comply with any of these statements, affidavits, or with the minority business guidelines shall constitute a breach of the contract. A finding by Town of Harrisburg that any information submitted either prior to award of the contract or during the performance of the contract is inaccurate, false, or incomplete shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of Town of Harrisburg whether to terminate the contract for breach.

In determining whether a contractor has made good faith efforts, Town of Harrisburg will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, diligence, and results of these efforts. Contractors are required to earn at least 50 points for good faith efforts. Failure to file a required affidavit or documentation demonstrating that the contractor made the required good faith effort, is grounds for rejection of the bid. Good faith efforts include:

1. Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least 10 days

before the bid or proposal date and notifying them of the nature and scope of the work to be performed. (10 points)

2. Making the construction plans, specifications, and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bid or proposals are due. (10 points)
3. Breaking down or combining elements of work into economically feasible units to facilitate minority participation. (15 points)
4. Working with minority trade, community, or contractor organizations identified by the Office for Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses. (10 points)
5. Attending any pre-bid meetings scheduled by the public owner. (10 points)
6. Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors. (20 points)
7. Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Reasons for rejection of a minority business based on lack of qualification should be documented in writing. (15 points)
8. Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit. (25 points)
9. Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible. (20 points)
10. Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash flow demands. (20 points)

SECTION E: DISPUTE RESOLUTION PROCEDURES

Pursuant to G.S. 143-128 (f1), all disputes involving contractors on a building construction or repair project with Town of Harrisburg shall be resolved pursuant to State of North Carolina Policy G.S. 143-135.26(11).

SECTION F: In addition to these guidelines, there will be issued with each construction bid package provisions for providing minority business participation in the Town of Harrisburg projects.



EXHIBIT G



Notice to Proceed

TO: Rummell, Klepper & Kahl, LLP (RK&K)
FROM: Town of Harrisburg
DATE: **March 11, 2025**
SUBJECT: Notice to Proceed with Professional Engineering Services for HL-0063 –
Caldwell Road Extension

On behalf of the Town of Harrisburg, I am happy to provide RK&K this Notice to Proceed with Professional Engineering Services for STIP Project HL-0063 – Caldwell Road Extension in accordance with the executed contract.

RK&K shall commence services on or before **April 1, 2025**, and proceed according to the agreed upon schedule outlined in Exhibit A.

The Town of Harrisburg looks forward to working with RK&K on this project.

Sincerely,

Devin Huston
Town Engineer
Town of Harrisburg

Acceptance of Notice

Receipt of the above Notice to Proceed is hereby acknowledged by RK&K, this _____ day of _____, 2025.

BY: _____

TITLE: _____



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Construction Services Contract for Stallings Road Sidewalk Phase 2 and Related Reimbursement Resolution

Presenting Personnel:

Devin Huston, Town Engineer

Suggested Motion or Action:

If approved:

Motion to award the Construction Services Contract for Stallings Road Sidewalk Phase 2 to Country Boy Landscaping, LLC in the amount of \$324,459 and authorizing the Town Manager to finalize negotiation and execution of the attached draft contract.

Motion to approve the related Reimbursement Resolution under the Town's Transportation General Obligation Bonds.

Description/Background:

Stallings Road has long been identified as a key corridor as it is the only corridor that provides access to Harrisburg Elementary School and is one of two corridors that provides the connection to Hickory Ridge Middle School and Hickory Ridge High School. For this reason, sidewalk has been planned along the roadway for quite some time. The Town completed Phase 1 in January 2024, and the development of multiple residential projects provided large segments of pedestrian paths along their frontages, which has helped progress the goal of a continuous pedestrian path along Stallings Road. Phase 2 will tie-in to the newly constructed sidewalk along the frontage of the Harmony residential development and will end at Middleton Circle. Upon completion, there will be only one remaining gap in the path from Middleton Circle to Harrisburg Veterans Blvd.

Recommendation:

Staff recommends awarding the Construction Services Contract for Stallings Road Sidewalk Phase 2 to Country Boy Landscaping, LLC in the amount of \$324,459 and authorizing the Town Manager to finalize negotiation and execution of the attached draft contract. Staff also recommends approval of the related reimbursement resolution, authorizing the costs to be reimbursed upon the future issuance of Transportation General Obligation Bonds.

Fiscal Impact:

The fiscal impact of the contract is \$324,459. With approval of the reimbursement resolution, this will ultimately be funded through the issuance of the final round of Transportation General Obligation Bonds. This will occur at a later date when all the associated construction contracts have been executed and when the financial conditions are most advantageous for the issuance of long-term debt.

Attachments:

1. Stallings Rd. SWLK Construction Contract - Draft
2. Stallings Road Sidewalk Extension Ph 2 - Bid Tab
3. Stallings Sidewalk Bid Set Plans
4. Reimbursement Resolution - Stallings Rd. Sidewalks 3.10.2025



CONSTRUCTION SERVICES CONTRACT - STALLINGS ROAD SIDEWALK PHASE 2

This Contract is by and between Town of Harrisburg, NC (Owner) and
COUNTRY BOY LANDSCAPING, INC (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. The scope includes installation of approximately 2000 feet of new 5' wide concrete sidewalk, curb ramps, grading, traffic control, mobilization, erosion control and all other work necessary to complete the project as shown in the plans in accordance with state and local standards and regulations.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.

ARTICLE 3 - CONTRACT TIMES

3.01 Contract Times

- A. The Contractor shall provide all Submittals and Gantt chart or other acceptable project schedule within five (10) days of receipt of the Notice to Proceed. Beginning on the first Monday of the month following the Notice to Proceed, and continuing each first Monday of the month until all work is complete and ready for final payment, the contractor shall provide an updated schedule and progress report to the designated Town representative. Failure to provide updated schedules and progress reports as outlined above shall subject the Contractor to an assessment of liquidated damages of Two Hundred Dollars (\$200.00) per calendar day until the updates are received.
- B. The work is to be substantially completed on or before May 31st, 2025. All work not required for substantial completion, including among other things, punch list and restoration, shall be



completed within 30 days after substantial completion. All work shall be ready for final payment by or before June 30, 2025. Failure to perform the work required for acceptance within the time specified above shall subject the Contractor to an assessment of liquidated damages of Five Hundred Dollars (\$500.00) per calendar day.

- C. Substantial Completion is defined as the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.
- D. Work must be performed continuously by the Contractor except with consent from the designated Town representative. Inclement weather that prohibits the performance of the Work by the Contractor shall not result in the performance of the Work being considered not continuous. These times can be extended with a timely request. Unless so extended, failure to comply with this project shall subject the Contractor to liquidated damages as described above.

3.02 Delays in Contractor's Progress

- A. If Owner or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

ARTICLE 4 - CONTRACT PRICE

4.01 Payment

Owner shall pay Contractor in accordance with the Contract Documents at the unit prices provided in the Contractor's response to the Invitation to Bid received February 20, 2025, herein referred to as the "Bid Proposal Package." The Bid Proposal Package is attached and incorporated into this document as Exhibit "A."

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. The total contract price will be an extension of the payment per unit price plus a 10% contingency and shall not exceed **\$324,458.20**. The Town may



add or delete from the bid quantities. Use of contingency shall only be authorized by Change Order.

ARTICLE 5 - INSURANCE

5.01 Insurance

- A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

6.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

6.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

6.04 Subcontractors and Suppliers

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.



6.05 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

6.06 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, Owner shall not be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and the officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

6.07 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense.
- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.08 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Owner and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.



6.09 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

6.10 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and any officers, directors, members, partners, employees, agents, consultants and subcontractors of the Owner from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 7 - OWNER'S RESPONSIBILITIES

7.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.



ARTICLE 8 - CHANGES IN THE WORK

8.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

8.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties.

ARTICLE 9 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

9.01 Tests and Inspections

- A. Owner will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Owner timely notice of readiness of the Work for all required inspections and tests and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Owner, Contractor shall, if requested by Owner, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

9.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Owner has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 10 - PAYMENTS TO CONTRACTOR

10.01 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Owner, no more frequently than monthly, to Owner. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the



Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.

10.02 Retainage

- A. The Owner shall retain 5% of each progress payment until the Work is substantially complete.

10.03 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Owner will indicate in writing acceptance of application or return the application to Contractor indicating in writing Owner's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.

10.04 Substantial Completion

- A. The Contractor shall notify Owner in writing that the Work is substantially complete and request the Owner issue a certificate of substantial completion when Contractor considers the Work ready for its intended use.

10.05 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Owner will promptly make a final inspection with Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

10.06 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract.
- B. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Owner's written recommendation of final payment.

10.07 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 11 - CONTRACTOR'S REPRESENTATIONS

11.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
 - 1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.



3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.
5. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
6. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
7. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
8. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 12 - BONDING

12.01 Performance and Payment Bonds

Performance and payment bonds for the full amount of this Contract are required to be attached when the total amount awarded exceeds three hundred thousand dollars (\$300,000). Instead of bonds, a deposit of money, certified check or government securities for the full amount of the Contract may be accepted. Contractor shall provide the bonds in an acceptable form. The performance bond shall have a value equal to 100% of this Contract. This bond shall be conditioned upon faithful performance of the Contract in accordance with the plans, specifications and conditions of the Contract. The performance bond shall be solely for the protection of the Town. The payment bond shall be in an amount equal to 100% of the Contract and conditioned upon the prompt payment for all labor or materials for which a contractor or subcontractor is liable. The payment bond shall be solely for the protection of the persons furnishing materials or performing labor for which a contractor, subcontractor or construction manager at risk is liable.

ARTICLE 13 - ATTACHMENTS

13.01 Exhibits

Additional Exhibits may be used to further define this Agreement when the Contractor and Town so agree. Any additional exhibits shall be designated as exhibits to the Agreement with capitalized, sequential letters of the alphabet, shall be attached hereto and incorporated herein



by reference as if the same were fully recited, and shall become terms of this Agreement upon execution by both parties. The following attachments are made a part of this Agreement and incorporated herein by reference

Exhibit “A”: Bid Proposal Package

Exhibit “B”: E-Verify Affidavit

Exhibit “C”: Tax Form(s)

Exhibit “D”: Certificate of Insurance

Exhibit “E”: Bond Forms

Exhibit “F”: Notice to Proceed



IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on _____ (which is the Effective Date of the Contract).

OWNER: Town of Harrisburg, NC

CONTRACTOR: Country Boy Landscaping, Inc.

By: _____

By: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Attn: Devin Huston

4100 Main Street, Suite 101

Harrisburg, NC 28075

License No.: _____
(where applicable)



EXHIBIT “A”

This document is an Exhibit to the Agreement for Professional Engineering Services between the TOWN OF HARRISBURG and COUNTRY BOY LANDSCAPING, INC., dated the _____ day of _____, 20____.

Scope of Services:

The scope of services is described in the attached Bid Proposal Package submitted by Country Boy Landscaping, Inc., which is hereby incorporated as part of this exhibit.

Fee for Scope of Services:

The fee for services shall not exceed \$324,459 and shall be based on the unit costs provided in the attached Bid Proposal Package, whereby fees would be invoiced based on the quantity of units actually installed and accepted by the Town. Invoices shall be directed to: Town of Harrisburg Attention: Devin Huston, 4100 Main Street, STE 101, Harrisburg, NC 28026-0308. Should changes or extra services be needed, which will cause a cost overrun; KHA shall consult with the Town for adjustments prior to conducting the work.

Attachment:

Bid Proposal Package

- Bid Proposal Form
- Bid Form
- MBE Documents
- Bid Bond



BID PROPOSAL FORM

Stallings Sidewalk Extension Phase 2

BASIS OF PAYMENT

GENERAL: Payment for the work Items shall be at the total unit or lump sum price Bid for each unit of work completed and accepted in accordance with the Contract Documents.

The latest “State of North Carolina, Department of Transportation, Quality Management System” manual shall govern the material and procedures used in this project, if not otherwise specified in the project Specifications.

PRICES TO INCLUDE: For each Bid Item, the total unit price or lump sum price Bid shall be considered full compensation for the completed and accepted work, and shall include all labor, materials, tools, equipment and transportation needed to perform the work in accordance with the Contract Documents so as to provide a complete and properly functional system. The General Contractor shall be responsible for reviewing the contents and conditions of all Contract Documents as they may relate to the work under this Contract and comply with the requirement thereof.

STANDARD SPECIFICATIONS: The January 2024 North Carolina Department of Transportation (NCDOT) Standard Specifications for Roads and Structures, herein referred to as the “NCDOT Standard Specifications,” is part of the Contract Documents and incorporated herein by reference and can be found online at: [2024 Standard Specifications for Roads and Structures.pdf \(ncdot.gov\)](https://www.ncdot.gov/2024-Standard-Specifications-for-Roads-and-Structures.pdf)

All construction items will be in accordance with the materials, methods, measurement, and payment specifications listed in the NCDOT Standard Specifications Manual and/or as noted, along any Special Provisions (SP) applicable to a specific item.

ITEM 1 - MOBILIZATION

- A. Work included: As described in NCDOT Standard Specifications, Section 848. Contractor is to coordinate, and schedule, a pre-construction meeting with the Town of Harrisburg and NCDOT prior to any construction activities. This line item shall include furnishing of adequate temporary restroom facilities for contractors and their subcontractors to use on site. Not to exceed 5% of total bid.
- B. Payment: Lump Sum price.

- SP. Contractor is to coordinate, and schedule, a pre-construction meeting with the Town of Harrisburg and NCDOT prior to any construction activities. This line item shall include furnishing of adequate temporary restroom facilities for contractors and their subcontractors to use on site. Not to exceed 5% of total bid.

ITEM 2 – COMPREHENSIVE GRADING

- A. Work Included: As described in NCDOT Standard Specifications, Section 226, 270, and 505.
- B. Payment: Lump Sum Price. Partial payments may be equal to the percentage of such item that is complete as estimated by the Owner. No separate payment will be made for clearing and grubbing, hauling, proper disposal of materials, or any other work incidental to this section.

ITEM 3 – TRAFFIC CONTROL

- A. Work included: All work as described in NCDOT Standard Specifications Section 1101 as necessary to meet NCDOT, MUTCD traffic control requirements for construction zones. No more than one lane



may be closed on Stallings Rd (SR 1161) at any given time and traffic flow will be required to be maintained in both directions at all times. In no case shall a lane be closed overnight or when traffic control is not present.

- B. Payment: Lump Sum price. This item is to include, but is not limited to work zone signs, portable changeable message signs, cones, drums, flaggers, and any other measures needed to complete adequate traffic control per the bidding documents.

SP. No more than one lane may be closed on Stallings Rd (SR 1161) at any given time and traffic flow will be required to be maintained in both directions at all times. In no case shall a lane be closed overnight or when traffic control is not present.

ITEM 4 – EROSION CONTROL & SEEDING

- A. Work Included: As described in NCDOT QMS, and Supplementary Specifications and other work incidental to the Item.
- B. Payment: Lump sum price. Partial payments may be equal to the percentage of such item that is complete as estimated by the Owner. This item is to include, but not limited to, seeding and mulching, temporary silt fence, gravel construction entrance, rock inlet sediment traps, coir fiber wattles, any additional measures needed to complete adequate erosion control per the bidding documents.

ITEM 5 - 4" CONCRETE SIDEWALK

- A. Work included: As described in NCDOT Standard Specifications, Section 848.
- B. Payment: Unit price per Square Yard, measured along the surface of the completed and accepted work. Price includes, but is not limited to, excavating and backfilling, sawing the existing joint, furnishing and placing concrete, installing curb ramps and detectable warning signs per the construction documents, and constructing sealing joints.

ITEM 6 – CURB RAMP

- A. Work Included: As described in NCDOT Standard Specifications, Section 848.
- B. Payment: Unit Price per Each. Price includes, but is not limited to, excavating and backfilling, sawing the existing sidewalk or driveway, furnishing and placing concrete, curb and gutter, constructing and sealing joints and furnishing and installing truncated domes as shown in NCDOT Roadway Standard Drawings.

ITEM 7 –CONCRETE VALLEY CURB AND GUTTER

- A. Work included: All concrete curb and gutter shall be constructed in accordance with Section 846 of the Standard Specifications and Roadway Standard Drawing 846.01. Concrete shall be Class -B- for valley curb & gutter. All concrete shall be given a light broom finish with the brush marks parallel to the curb line or gutter line. Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. No concrete shall be placed until the stringline and base have been inspected and approved by the Department of Transportation or the Town of Harrisburg.
- B. Payment: Unit Price per Linear Foot. Price shall include all incidentals associated with performing this work.

ITEM 8 – ASPHALT BINDER FOR PLANT MIX



HARRISBURG, NORTH CAROLINA
STALLINGS ROAD SIDEWALK EXTENSION, PHASE 2 - BID

- A. Work Included: As described in NCDOT Standard Specifications, Section 620. The contractor shall provide all third-party testing and inspection per NCDOT Standard Specifications, including but not limited to density testing and proof rolling.
- B. Payment: Unit Price per Ton. Asphalt Binder for Plant Mix will be measured and paid as the theoretical number of tons required by the applicable JMF based on the actual number of tons of plant mix completed and accepted on the job.

ITEMS 9-11 – ASPHALT CONC BASE COURSE, TYPE B25.0C, ASPHALT CONC
INTERMEDIATE COURSE, TYPE I19.0C, & ASPHALT CONC SURFACE COURSE, TYPE S9.5B

- A. Work Included: As described in NCDOT Standard Specifications, Section 610. The contractor shall provide all third-party testing and inspection per NCDOT Standard Specifications, including but not limited to density testing.
- B. Payment: Unit Price per Ton. Hot Mix Asphalt Pavement will be paid at the contract unit price per ton that will be the actual number of tons of hot mix asphalt pavement incorporated into the completed and accepted work.

ITEMS 12-13 – 15” RC PIPE CULVERTS, CLASS IV, & 18” RC PIPE CULVERTS, CLASS IV

- A. Work Included: As described in NCDOT Standard Specifications, Section 310 and section 1032-6(B).
- B. Payment: Unit Price per Linear Foot. Measurement will be made by counting the number of joints used and multiplying by the length of the joint to obtain the number of linear feet of pipe installed and accepted. Select bedding and backfill material will be included in the cost of the installed pipe.

ITEMS 14-15 – 15” RC FLARED END SECTION CLASS IV, & 18” RC FLARED END SECTION
CLASS IV

- A. Work Included: As described in NCDOT Standard Specifications, Section 310 and section 1032-6(B).
- B. Payment: Unit Price per each. Select bedding and backfill material will be included in the cost of the installed pipe.

ITEM 16 – ADJUST METER OR VALVE BOX

- A. Work Included: All work related to adjusting utility meter and valve boxes as needed to be flush with new finished grade as needed.
- B. Payment: Unit Price per Each. Will be measured and paid for each unit satisfactorily adjusted.

ITEMS 17-18 – RIP RAP, CLASS B, & GEOTEXTILE FOR DRAINAGE

- A. Work Included: As described in NCDOT Standard Specifications, Section 876, Section 1056 and section 1042.
- B. Payment: Unit Price for Rip Rap, Class B will be per TON. Rip Rap will be measured by weighing rip rap in trucks. Unit Price for Geotextile will be per Square Yard (SY). Filtration geotextiles will be measured along the ground surface as the square yards of exposed geotextiles before placing rip rap. No measurement will be made for overlapping geotextiles. The contract unit prices for Rip Rap, Class B and Geotextile for Drainage will be full compensation for providing, transporting and placing rip rap, filtration geotextiles, wire staples and anchor pins.

ITEM 19 –24” WHITE THERMOPLASTIC PAVEMENT MARKING LINES

- A. Work Included: As described in NCDOT Standard Specifications, Section 1205.



HARRISBURG, NORTH CAROLINA
STALLINGS ROAD SIDEWALK EXTENSION, PHASE 2 - BID

- B. Payment: Pavement Marking Lines will be measured and paid as the actual number of linear feet of pavement marking lines satisfactorily placed and accepted by the Engineer.

ITEM 20 – RELOCATE EXISTING SIGN

- A. Work Included: As described in NCDOT Standard Specifications, section 903.
- B. Payment: Will be measured and paid as the actual number of existing signs, regardless of mounting method, relocated and accepted.

ITEM 21 – Temporary Orange Mesh Construction Fencing

- A. Work Included: All labor and materials to install, maintain during construction, and remove after construction, temporary fencing along stipulated property lines to ensure there is no encroachment upon adjacent property during construction.
- B. Payment: Will be measured and paid as the actual linear feet of fencing installed.



BID FORM

PROPOSAL TO THE TOWN OF HARRISBURG, NORTH CAROLINA
STALLINGS SIDEWALK PHASE 2

Brian Lee
Town of Harrisburg, NC
4100 Main Street
Harrisburg, NC 28075

Mr. Lee,

Please find enclosed the proposal of Country Boy Landscaping, Inc. (BIDDER), organized and existing under the laws of the State of North Carolina and doing business as Country Boy Landscaping, Inc. (COMPANY NAME), to the Town of Harrisburg (hereinafter called "Owner").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of the STALLINGS SIDEWALK EXTENSION PHASE 2 in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submitting this BID, the BIDDER, or in the case of a joint BID, each party thereto, certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

The undersigned have full knowledge of the project site and the conditions of the proposal. The undersigned also, hereby agrees to furnish all the services, labor, materials and equipment necessary to complete these projects according to the Specifications and to accept as full compensation the lump sum or unit prices stated in the Bid Schedule for the work and for use when calculating the price of a deduction or an increase in quantities.

BIDDER hereby agrees to commence WORK under this Contract on or after a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within the period stipulated in the INSTRUCTIONS TO BIDDERS. BIDDER further agrees to pay liquidated damages as required and that the OWNER may retain liquidated damages from monies that are, or which may become due. The amount of such liquidated damages shall be as stipulated in the CONTRACT AGREEMENT FORM.

{Continued on the following page}



HARRISBURG, NORTH CAROLINA
STALLINGS ROAD SIDEWALK EXTENSION, PHASE 2 - BID

The Bidder hereby acknowledges receipt of the following addenda:

ADDENDUM NO. DATE

We further agree that the Owner may reject any or all bids.

SUBMITTED BY:

Country Boy Landscaping, Inc.
Firm, Corporation or Individual

P.O. Box 290 Harmony, NC 28634
Address

704-924-9330
Telephone Number

67108
Contractor License Number

Signature: 

Date: 2/19/25

{Continued on the following page}



HARRISBURG, NORTH CAROLINA
STALLINGS ROAD SIDEWALK EXTENSION, PHASE 2 - BID

Item	Item Description	Quantity	Unit	Unit Price	Cost
1	Mobilization	1	LS	14,000. ⁰⁰	14,000. ⁰⁰
2	Comprehensive Grading	1	LS	80,000. ⁰⁰	80,000. ⁰⁰
3	Traffic Control	1	LS	25,000. ⁰⁰	25,000. ⁰⁰
4	Erosion Control	1	LS	24,500. ⁰⁰	24,500. ⁰⁰
5	4" Concrete Sidewalk	1040	SY	100. ⁰⁰	104,000. ⁰⁰
6	Concrete Curb Ramp	3	EA	2,500. ⁰⁰	7,500. ⁰⁰
7	Concrete Valley Gutter	70	LF	65. ⁰⁰	4,550. ⁰⁰
8	Asphalt Binder	1	TON	650. ⁰⁰	650. ⁰⁰
9	B25.0C Asphalt Base Course	9	TON	800. ⁰⁰	7,200. ⁰⁰
10	I19.0C Asphalt Intermediate Course	2	TON	1,250. ⁰⁰	2,500. ⁰⁰
11	S9.5B Asphalt Surface Course	2	TON	1,250. ⁰⁰	2,500. ⁰⁰
12	15" Class IV RC Pipe Culverts	18	LF	263. ⁰⁰	4,734. ⁰⁰
13	18" Class IV RC Pipe Culverts	8	LF	285. ⁰⁰	2,280. ⁰⁰
14	15" RC Flared End Section	1	EA	2,938. ⁰⁰	2,938. ⁰⁰
15	18" RC Flared End Section	1	EA	3,185. ⁰⁰	3,185. ⁰⁰
16	Adjust Meter or Valve Box	5	EA	450. ⁰⁰	2,250. ⁰⁰
17	Rip Rap, Class B	5	TON	150. ⁰⁰	750. ⁰⁰
18	Geotextile for Drainage	17	SF	8. ⁰⁰	136. ⁰⁰
19	24" White Thermoplastic Pavement Marking Lines	126	LF	26.50	3,339. ⁰⁰
20	Relocate Existing Sign	7	EA	250. ⁰⁰	1,750. ⁰⁰
21	Temporary Orange Mesh Construction Fencing	400	LF	3. ⁰⁰	1,200. ⁰⁰
				Subtotal	294,962. ⁰⁰
				10% Contingency	29,496. ⁰⁰
				Total Cost	324,458. ⁰⁰

Contractor Name	Country Boy Landscaping, Inc.
Contact Person Name	Seth Hathcock
Contact Email	seth@cbiinc.net
Contact Phone	704-903-8848

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of Iredell

Affidavit of Country Boy Landscaping, Inc. (Name of Bidder)

I have made a good faith effort to comply under the following areas checked:

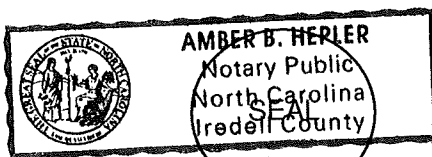
Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- ☐ 1 – (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☐ 2 --(10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☒ 3 – (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ 4 – (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☐ 5 – (10 pts) Attended prebid meetings scheduled by the public owner.
- ☐ 6 – (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☒ 7 – (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ 8 – (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ 9 – (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☒ 10 - (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 2/19/25 Name of Authorized Officer: Chris C Carter
Signature: [Signature]
Title: President



State of NC, County of Iredell
Subscribed and sworn to before me this 19 day of Feb 2025
Notary Public [Signature]
My commission expires Aug 27, 2027

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

**State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract
with Own Workforce.**

County of _____

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____
_____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

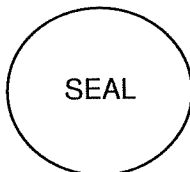
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20__

Notary Public _____

My commission expires _____

State of North Carolina - AFFIDAVIT C - Portion of the Work to be Performed by HUB Certified/Minority Businesses

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by HUB certified/minority businesses as defined in GS143-128.2(g) and 128.4(a),(b),(e) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit.
This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of _____ I do hereby certify that on the _____
(Name of Bidder)

(Project Name)
Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____ % of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.
Attach additional sheets if required

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

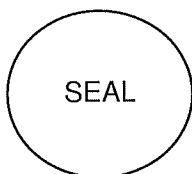
*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____



Signature: _____

Title: _____

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

State of North Carolina AFFIDAVIT D – Good Faith Efforts

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the goal of 10% participation by HUB Certified/ minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of _____ I do hereby certify that on the
(Name of Bidder)

(Project Name)
Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with HUB certified/ minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. (Attach additional sheets if required)

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

Examples of documentation that may be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

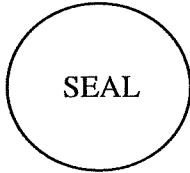
Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Country Boy Landscaping, Inc.
429 Old Mocksville Road
Statesville, NC 28625

SURETY:

(Name, legal status and principal place of business)

Swiss Re Corporate Solutions America Insurance
Corporation
1200 Main Street, Suite 800
Kansas City, MO 64105

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Town of Harrisburg
4100 Main Street, Suite 101
Harrisburg, NC 28075

BOND AMOUNT:

5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any) Stallings Sidewalk Extension Phase 2 on Stallings Road
Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of February, 2025

By: Amuel H. Cull
(Witness)

Country Boy Landscaping, Inc.

(Principal)

By: CC
(Title)

Swiss Re Corporate Solutions America Insurance Corporation

(Surety)

By: Nicole L. McCollam

(Title) Nicole L. McCollam, Attorney-in-Fact

By: Kelly Martinez
(Witness) Kelly Martinez, Surety Witness



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

MICHAEL LISCHER, JR., NICOLE L. McCOLLAM, BRANDI J. TETLEY, AMY COONTS, JENNIFER L. CLAMPERT,
LINDSEY MINUTILLO, DANIELLE WARING, DAVID DONDLINGER, and ASHLEA McCAUGHEY

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 20th day of February, 20 25.

Jeffrey Goldberg, Senior Vice President
Assistant Secretary of SRCSAIC and SRCSPIC and WIC

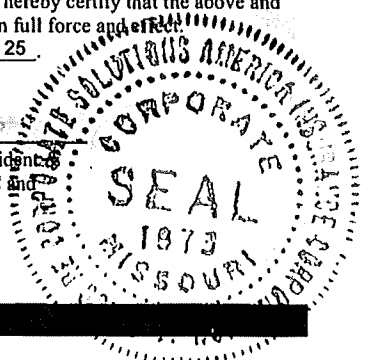




EXHIBIT “B”

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

AFFIDAVIT

I, _____ (the individual signing below), being duly authorized by and on behalf of
_____ (the legal name of the entity entering the contract, "Employer")

after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a). Employer attests that Employer is in compliance with the requirements of the federal and state laws relevant to E-verify.
3. Employer is a person, business entity, or other organization that transacts business in the State of North Carolina. Employer employs 25 or more employees in this State. (mark Yes or No)
a. YES _____, or b. NO _____.
4. Employer attests that all subcontractors employed by it as part of this contract comply with the requirements of E-Verify, and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer as part of any contract with the City of Concord.
5. Employer shall have a continuing duty to inform the City of Concord of any changes to this sworn information.

This ____ day of _____, 20____.

Signature of Affiant

Print or Type Name: _____

State of North Carolina County of Cabarrus

Signed and sworn to (or affirmed) before me, this the _____

day of _____, 20____.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)



EXHIBIT C

Tax Form(s)



EXHIBIT D

Insurance



EXHIBIT E

Bonds



EXHIBIT F

Notice to Proceed



Notice to Proceed

TO: Country Boy Landscaping, LLC
FROM: Town of Harrisburg
DATE: March 11, 2025
SUBJECT: Notice to Proceed with Construction Service for Stallings Road Sidewalk Phase 2

On behalf of the Town of Harrisburg, I am happy to provide Country Boy Landscaping this Notice to Proceed with construction services for Stallings Road Sidewalk Phase 2 in accordance with the executed contract.

Country Boy shall commence services on or before April 1, 2025, and proceed according to the schedule outlined in the contract documents.

The Town of Harrisburg looks forward to working with Country Boy Landscaping on this project.

Sincerely,

Devin Huston
Town Engineer
Town of Harrisburg

Acceptance of Notice

Receipt of the above Notice to Proceed is hereby acknowledged by Country Boy Landscaping, this _____ day of _____, 2025.

BY: _____

TITLE: _____



Stallings Road Sidewalk Extension - Phase 2

Bid Tabulation

Thursday, February 20, 2025, 11:00 am

				Performance Managed Construction, Inc.		Armen Construction, LLC		Country Boy Landscaping, Inc.		Carolina Siteworks, Inc.	
Line	Item Description	Quantity	Unit	UNIT BID	AMOUNT BID	UNIT BID	AMOUNT BID	UNIT BID	AMOUNT BID	UNIT BID	AMOUNT BID
1	MOBILIZATION	1	LS	\$23,000.00	\$23,000.00	\$17,000.00	\$17,000.00	\$14,000.00	\$14,000.00	\$15,000.00	\$15,000.00
2	COMPREHENSIVE GRADING	1	LS	\$280,000.00	\$280,000.00	\$125,000.00	\$125,000.00	\$80,000.00	\$80,000.00	\$144,900.00	\$144,900.00
3	TRAFFIC CONTROL	1	LS	\$25,000.00	\$25,000.00	\$30,000.00	\$30,000.00	\$25,000.00	\$25,000.00	\$40,330.00	\$40,330.00
4	EROSION CONTROL	1	LS	\$25,000.00	\$25,000.00	\$30,000.00	\$30,000.00	\$24,500.00	\$24,500.00	\$22,500.00	\$22,500.00
5	4" CONCRETE SIDEWALK	1040	SY	\$85.00	\$88,400.00	\$77.00	\$80,080.00	\$100.00	\$104,000.00	\$87.40	\$90,896.00
6	CONCRETE CURB RAMP	3	EA	\$2,500.00	\$7,500.00	\$2,650.00	\$7,950.00	\$2,500.00	\$7,500.00	\$2,050.00	\$6,150.00
7	CONCRETE VALLEY GUTTER	70	LF	\$60.00	\$4,200.00	\$45.00	\$3,150.00	\$65.00	\$4,550.00	\$47.50	\$3,325.00
8	ASPHALT BINDER	1	TON	\$650.00	\$650.00	\$950.00	\$950.00	\$650.00	\$650.00	\$950.00	\$950.00
9	B25.0C ASPHALT BASE COURSE	9	TON	\$200.00	\$1,800.00	\$400.00	\$3,600.00	\$800.00	\$7,200.00	\$240.00	\$2,160.00
10	119.0C ASPHALT INTERMEDIATE COURSE	2	TON	\$250.00	\$500.00	\$400.00	\$800.00	\$1,250.00	\$2,500.00	\$360.00	\$720.00
11	S9.5B ASPHALT SURFACE COURSE	2	TON	\$250.00	\$500.00	\$400.00	\$800.00	\$1,250.00	\$2,500.00	\$370.00	\$740.00
12	15" CLASS IV RC PIPE CULVERTS	18	LF	\$200.00	\$3,600.00	\$125.00	\$2,250.00	\$263.00	\$4,734.00	\$134.00	\$2,412.00
13	18" CLASS IV RC PIPE CULVERTS	8	LF	\$250.00	\$2,000.00	\$135.00	\$1,080.00	\$285.00	\$2,280.00	\$137.00	\$1,096.00
14	15" RC FLARED END SECTION	1	EA	\$2,000.00	\$2,000.00	\$1,450.00	\$1,450.00	\$2,938.00	\$2,938.00	\$2,544.00	\$2,544.00
15	18" RC FLARED END SECTION	1	EA	\$2,500.00	\$2,500.00	\$1,550.00	\$1,550.00	\$3,185.00	\$3,185.00	\$2,667.00	\$2,667.00
16	ADJUST METER OR VALVE BOX	5	EA	\$250.00	\$1,250.00	\$550.00	\$2,750.00	\$450.00	\$2,250.00	\$580.00	\$2,900.00
17	RIP RAP, CLASS B	5	TON	\$70.00	\$350.00	\$90.00	\$450.00	\$150.00	\$750.00	\$110.00	\$550.00
18	GEOTEXTILE FOR DRAINAGE	17	SF	\$5.00	\$85.00	\$5.00	\$85.00	\$8.00	\$136.00	\$47.00	\$799.00
19	24" WHITE THERMOPLASTIC PAVEMENT MARKING LINES	126	LF	\$40.00	\$5,040.00	\$39.00	\$4,914.00	\$26.50	\$3,339.00	\$19.00	\$2,394.00
20	RELOCATE EXISTING SIGN	7	EA	\$100.00	\$700.00	\$250.00	\$1,750.00	\$250.00	\$1,750.00	\$365.00	\$2,555.00
21	TEMPORARY ORANGE MESH CONSTRUCTION FENCING	400	LF	\$3.00	\$1,200.00	\$4.00	\$1,600.00	\$3.00	\$1,200.00	\$5.80	\$2,320.00
		SUBTOTAL			\$475,275.00		\$317,209.00		\$294,962.00		\$347,908.00
		10% CONTINGENCY			\$47,527.50		\$31,720.90		\$29,496.20		\$34,790.80
TOTAL BID FOR PROJECT.....				\$522,802.50		\$348,929.90		\$324,458.20		\$382,698.80	

100% PLANS

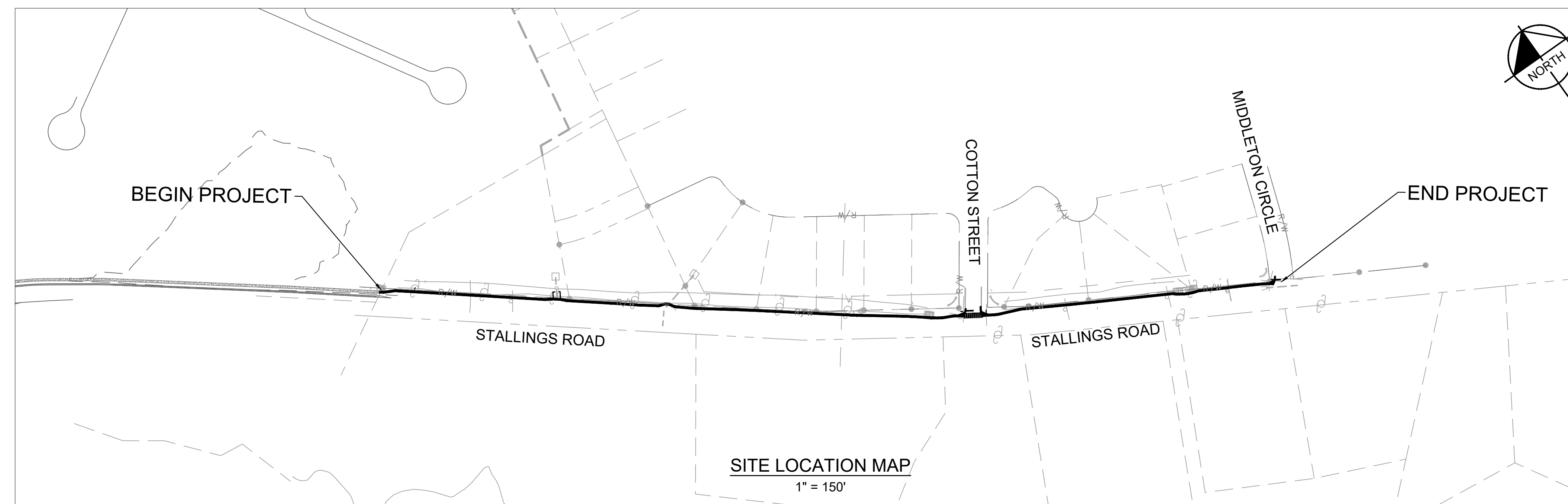
STALLINGS ROAD SIDEWALK PROJECT

RAGING RIDGE ROAD TO MIDDLETON CIRCLE

TYPE OF WORK:

GRADING, SIDEWALK, DRAINAGE, AND EROSION CONTROL

TOWN OF HARRISBURG
CABARRUS COUNTY, NC



PROJECT LENGTH = 0.38 MILES
APRIL 2023

PROJECT CONTACT LIST:

OWNER:
TOWN OF HARRISBURG
4100 MAIN STREET, SUITE 101
PO BOX 100
HARRISBURG, NORTH CAROLINA 28075
704-206-8779

SURVEYOR:
ESP ASSOCIATES, INC.
7144 WEDDINGTON ROAD NW, SUITE 110
CONCORD, NORTH CAROLINA 28027
704-793-9865

CONTACT: BILL FINKE

CONTACT: MALLORY HODGSON, P.E.

ROADWAY ENGINEER:
KIMLEY-HORN AND ASSOCIATES
200 SOUTH TRYON STREET, SUITE 200
CHARLOTTE, NORTH CAROLINA 28202
704-333-5131

CONTACT: ALEX MCINTYRE, P.E.
ALEXANDRA.MCINTYRE@KIMLEY-HORN.COM

NOTES:

STATE PLANE NAD 1983 COORDINATES

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN.

APPROVED FOR CONSTRUCTION

[Signature]

NC DOT

Sheet List Table	
Sheet Number	Sheet Title
C-1.0	COVER SHEET
C-1.1	GENERAL NOTES
C-2.0	TYPICAL SECTIONS
C-3.0	SIDEWALK PLANS
C-3.1	SIDEWALK PLANS
C-4.0	DETAILS
EC-01	EROSION CONTROL NOTES
EC-02	EROSION CONTROL NOTES
EC-03	EROSION CONTROL NOTES
EC-04	EROSION CONTROL PLANS
EC-05	EROSION CONTROL PLANS
TCP-01	TRAFFIC CONTROL NOTES
TCP-02	TRAFFIC CONTROL PLANS
TCP-03	TRAFFIC CONTROL PLANS
XS-01	CROSS SECTIONS
XS-02	CROSS SECTIONS
XS-03	CROSS SECTIONS
XS-04	CROSS SECTIONS

Kimley»»Horn

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200 SOUTH TRYON, SUITE 200, CHARLOTTE, NC 28202
PHONE: 704-333-5131
WWW.KIMLEY-HORN.COM



018536048	DATE
	APRIL 2023
	SCALE AS SHOWN
	DESIGNED BY ARM
	DRAWN BY NCD
	CHECKED BY ARM

COVER SHEET

STALLINGS ROAD SIDEWALK PREPARED FOR TOWN OF HARRISBURG HARRISBURG

SHEET NUMBER
C-1.0

Plotted By: Clever, Elizabeth Sheet: Stallings Road - Sidewalk Layout: C-1.1 April 28, 2023 12:13:07pm k:\CHL_PRR\018536--town of harrisburg\048 stallings road sidewalk\04_CADD\plan sheets\C10-GEN NOTES.dwg This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

GENERAL NOTES

DRIVEWAYS AND SIDEWALKS:

PROPOSED DRIVEWAY ENTRANCE DIMENSIONS ARE FROM EXPANSION JOINT TO EXPANSION JOINT. MATCH REPLACEMENT MATERIALS TO THE EXISTING SURFACE ACCORDINGLY:

- FOR CONCRETE AND ASPHALT DRIVEWAY PAVEMENT SECTIONS - MATCH EXISTING
- FOR GRAVEL - SIX INCH INCIDENTAL STONE

SIDEWALK SHALL BE FOUR INCHES THICK, AND SIX INCHES THICK AT DRIVEWAY CROSSINGS, PER NCDOT STD. NO. 848.01.

CROSS SLOPES ON SIDEWALKS SHALL NOT EXCEED 2.0%.

RUNNING SLOPES ALONG SIDEWALKS SHALL NOT EXCEED 5.0%, OR THE ADJACENT ROADWAY SLOPE AS MEASURED AT THE GUTTER PAN, WHICHEVER IS GREATER.

A TURNING SPACE (LANDING) SHALL BE PROVIDED AT ALL LOCATIONS WHERE A PEDESTRIAN MIGHT TURN TO CHANGE DIRECTION OF TRAVEL. THE LANDING SHALL BE A MINIMUM OF 4 FEET BY 4 FEET, UNLESS NOTED BY THE ENGINEER. TYPICALLY LANDING DIMENSIONS WILL MATCH SIDEWALK WIDTH. THE LANDING ALSO SHALL NOT EXCEED 2.0% SLOPE MEASURED PERPENDICULAR TO THE ROADWAY. THE LANDING ALSO SHALL NOT EXCEED 2.0% OR ADJACENT ROADWAY SLOPE, WHICHEVER IS GREATER, MEASURED PARALLEL TO THE ROADWAY.

A CROSS SLOPE TRANSITION PANEL MAY BE REQUIRED WHERE PROPOSED SIDEWALK MEETS EXISTING SIDEWALK WITH A CROSS SLOPE GREATER THEN 2.0%. THE TRANSITION PANEL SHALL NOT EXCEED 2.0% ON THE SIDE OF THE PROPOSED SIDEWALK AND/OR RAMP, AND SHALL MATCH THE EXISTING CROSS SLOPE ON THE SIDE OF THE EXISTING SIDEWALK.

DRAINAGE STRUCTURES:

GRADES, ELEVATIONS AND LOCATIONS SHOWN ARE APPROXIMATE. AS DIRECTED BY THE ENGINEER, THEY MAY BE ADJUSTED TO ACCOMMODATE UNFORESEEN CONDITIONS. STATIONS, OFFSETS AND ELEVATIONS REFER TO THE CENTER OF DROP INLETS, MANHOLES AND JUNCTION BOXES, AND THE MIDPOINT OF THE LIP FOR CATCH BASINS. PIPE AND BOX CULVERT LENGTHS ARE REPORTED IN THE CONSTRUCTION DOCUMENTS FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE, INCLUDING TRANSITIONS, HORIZONTAL AND VERTICAL BENDS. ALL PIPES SHALL BE RCP CLASS III, UNLESS OTHERWISE NOTED.

WEEP HOLES ARE TO BE CONSTRUCTED AS DIRECTED BY THE ENGINEER. IF REQUIRED, WEEP HOLES ARE TO BE CONSTRUCTED IN THE BOTTOM JOINT OF THE STRUCTURE. ATTACH HARDWARE CLOTH (ALUMINUM OR GALVANIZED STEEL NO. 4 WIRE REINFORCEMENT) TO THE OUTSIDE OF THE STRUCTURE WITH HEAVY DUTY CONSTRUCTION ADHESIVE OVER THE WEEP HOLE. PLACE A POROUS FABRIC BAG FILLED WITH ONE CUBIC FOOT OF NO. 78M STONE AT EACH WEEP HOLE AGAINST THE HARDWARE CLOTH. THERE WILL BE NO SEPARATE PAYMENT FOR THIS WORK.

- THE CONTRACTOR IS RESPONSIBLE FOR HORIZONTALLY AND VERTICALLY LOCATING AND PROTECTING ALL PUBLIC OR PRIVATE UTILITIES (SHOWN OR NOT SHOWN) WHICH LIE IN OR ADJACENT TO THE CONSTRUCTION SITE. AT LEAST 48 HOURS PRIOR TO ANY DEMOLITION, GRADING, OR CONSTRUCTION ACTIVITY, THE CONTRACTOR SHALL CONTACT NORTH CAROLINA 811 (NC811) AT 811 OR (800)632-4949 TO COORDINATE FOR THE IDENTIFICATION OF EXISTING UTILITIES WITHIN THE SITE.
- SHOULD ANY UNCHARTED OR INCORRECTLY CHARTED UTILITIES BE ENCOUNTERED, THE CONTRACTOR SHALL CONTACT THE OWNER IMMEDIATELY FOR DIRECTIONS.
- CONTRACTOR SHALL COORDINATE ANY INTERRUPTION OF UTILITY SERVICE WITH OWNER AND RESPECTIVE UTILITY COMPANY REPRESENTATIVE.
- THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL EXISTING UTILITIES DURING CONSTRUCTION. AT LEAST 48 HOURS PRIOR TO ANY DEMOLITION, GRADING, OR CONSTRUCTION ACTIVITY THE CONTRACTOR SHALL NOTIFY THE UTILITY PROVIDER FOR PROPER IDENTIFICATION OF EXISTING UTILITIES WITHIN THE PROJECT SITE.
- ANY PLANNED INTERRUPTION OF UTILITY SERVICE SHALL BE GIVEN A 48 HOUR NOTICE TO THE UTILITY COMPANY AND THE OWNER.
- CONTRACTOR SHALL SAW CUT, REMOVE, AND REPLACE ASPHALT PAVEMENT AS NECESSARY TO INSTALL UNDERGROUND ELECTRIC, TELEPHONE, SEWER, WATER, AND COMMUNICATION CONDUITS.
- ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH LOCAL POWER COMPANY STANDARDS.
- ALL UTILITIES ARE TO BE UNDERGROUND.
- THE CONTRACTOR SHALL ADJUST ALL WATER VALVES, METER BOXES AND WATER VAULTS TO FINISHED GRADE. WATER METERS LOCATED IN SIDEWALKS OR CONCRETE DRIVEWAYS SHALL BE INSTALLED WITHIN CONCRETE BOXES.

EXISTING SANITARY SEWER AND WATER LINE:

THE CONTRACTOR SHALL USE CARE WHEN WORKING AROUND SANITARY SEWERS AND WATER LINES. SHOULD THE CONTRACTOR DAMAGE EXISTING SEWER OR WATER LINES, HE SHALL IMMEDIATELY REPLACE THE LINE AT HIS EXPENSE WITH DUCTILE IRON PIPE. THE CONTRACTOR SHALL REPLACE SANITARY SEWER AND/OR WATER LINE, WITH A MINIMUM TEN FOOT SECTION OF DUCTILE IRON PIPE WHEN DRAINAGE PIPE COMES WITHIN TWO FEET OF SAID LINES, VERTICALLY OR HORIZONTALLY.

CONTRACTOR SHALL INSTALL WATER TIGHT MANHOLE LIDS IN ALL SANITARY SEWER MANHOLES WITHIN PROPOSED CURB LINES.

MAIL BOXES:

THE CONTRACTOR SHALL RELOCATE ALL MAIL BOXES AS REQUIRED BY SECTION 107-11 OF THE NCDOT STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES. COORDINATE THIS WORK WITH THE U.S. POSTAL SERVICE.

THE CONTRACTOR SHALL REMOVE AND RESET FENCES AS NOTED ON THE PLANS AND/OR AS DIRECTED BY THE ENGINEER.

TREES, SHRUBS, AND HEDGES:

THE CONTRACTOR IS REQUIRED TO REMOVE TREES, SHRUBS, AND HEDGES WITHIN THE EASEMENT LINES UNLESS SHOWN ON THE PLANS TO BE PROTECTED.

GENERAL NOTES

SIDE SLOPES:

LIMITS OF PROPOSED SLOPES ARE INDICATED IN THE PLANS, DETAILS AND STANDARD DRAWINGS. THE MAXIMUM SLOPE SHALL NOT EXCEED A 3:1 (HORIZONTAL TO VERTICAL) UNLESS DESIGNATED BY THE ENGINEER. A CUT SLOPE OF 2:1 MAXIMUM WILL BE USED ONLY AS DIRECTED BY THE ENGINEER.

EROSION CONTROL:

EROSION CONTROL PLANS TO BE PROVIDED AS PART OF 100% PLANS BY KIMLEY HORN FOR EROSION CONTROL MEASURES.

ACCESSIBLE RAMPS AND DEPRESSED CURB:

THE CONTRACTOR SHALL CONSTRUCT 6-INCH THICK CONCRETE ACCESSIBLE CURB RAMPS AT INTERSECTIONS IN ACCORDANCE WITH THE LATEST REVISIONS FOR ACCESSIBLE CURB RAMPS DETAILS, "PROPOSED ACCESSIBILITY GUIDELINES FOR PEDESTRIAN FACILITIES IN THE PUBLIC RIGHT-OF-WAY" (PROWAG), CONSTRUCTION PLANS & NCDOT STANDARD DRAWINGS.

RUNNING SLOPES ALONG CURB RAMPS SHALL NOT EXCEED 8.3%, BUT SHALL NOT REQUIRE THE RAMP LENGTH TO EXCEED 15 FEET, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. ALL PANELS OF THE RAMP MUST EQUAL THE SAME PERCENTAGE.

FLARES SHALL BE 10.0% MAXIMUM SLOPE (WHERE APPLICABLE), UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

RAMP CROSS SLOPE SHALL NOT EXCEED 2.0%, OR THE ADJACENT ROADWAY SLOPE AS MEASURED AT THE GUTTER PAN, WHICHEVER IS GREATER.

SAWCUTS:

THE CONTRACTOR SHALL SAWCUT EXISTING ASPHALT AND/OR CONCRETE SURFACES PRIOR TO REMOVAL UNLESS OTHERWISE DIRECTED BY THE ENGINEER. SAW CUT WIDTH SHALL BE 1 FOOT MINIMUM FROM THE EXISTING EDGE OF PAVEMENT. SAW CUT PAVEMENT SHALL BE REPLACED AS WELL AS ADDITIONAL PAVEMENT REQUIRED TO TIE-IN TO FACE OF PROPOSED CURB AND GUTTER. SAWCUT & MILLING LIMITS MAY BE REDUCED PER DISCRETION OF NCDOT INSPECTOR.

TRAFFIC CONTROL:

STATE ROADS: TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE MOST CURRENT EDITION OF NCDOT STANDARDS, MUTCD STANDARDS, AND THE TRAFFIC CONTROL PLANS TO BE PROVIDED AS PART OF 100% PLANS BY KIMLEY-HORN.

THE FOLLOWING STANDARDS AND THE LATEST REVISION THERETO ARE APPLICABLE TO THIS PROJECT AND BY REFERENCE ARE CONSIDERED A PART OF THESE PLANS. NCDOT STANDARDS SHALL BE USED. TOWN OF HARRISBURG STANDARDS MAY BE USED IF THERE IS NOT AN APPLICABLE NCDOT STANDARD.

300.01	.....	METHOD OF PIPE INSTALLATION
840.72	.....	PIPE COLLAR
846.01	.....	CONCRETE CURB, GUTTER AND CURB & GUTTER
848.05	.....	CURB RAMP
876.02	.....	GUIDE FOR RIP RAP AT PIPE OUTLETS
904.10	.....	ORIENTATION OF GROUND MOUNTED SIGNS
1101.01	.....	WORK ZONE ADVANCE WARNING SIGNS
1110.02	.....	PORTABLE WORK ZONE SIGNS
1130.01	.....	DRUMS
1135.01	.....	CONES
1150.01	.....	FLAGGING DEVICES
1170.01	.....	POSITIVE PROTECTION
1180.01	.....	SKINNY DRUM
1605.01	.....	TEMPORARY SILT FENCE

ABBREVIATIONS

ABAND.....	ABANDONED
A.D.....	ALGEBRAIC DIFFERENCE
ASPH.....	ASPHALT
APPROX.....	APPROXIMATELY
B/C.....	BACK OF CURB
BIT.....	BITUMINOUS
BM.....	BENCH MARK
BRG.....	BEARING
CB.....	CATCH BASIN
C&G.....	CURB AND GUTTER
CL.....	CLEARANCE C/L
FENCE.....	CHAIN LINK FENCE
COMP.....	CORRUGATED MTL PIPE
CONC.....	CONCRETE
CONST.....	CONSTRUCTION
DB.....	DEED BOOK
DCB.....	DOUBLE CB
DI.....	DROP INLET
DIA.....	DIAMETER
DW.....	DRIVEWAY
DIM.....	DIMENSION
E.....	EAST/EASTING
EA.....	EACH
ELEV.....	ELEVATION
EOP.....	EDGE OF PAVEMENT
ESMT.....	EASEMENT
EXIST.....	EXISTING
F/C.....	FACE OF CURB
FES.....	FLARED END SECTION
FH.....	FIRE HYDRANT
FOC.....	FIBER OPTIC CABLE
GV.....	GAS VALVE
HORIZ.....	HORIZONTAL
INT.....	INTERSECTION
INV.....	INVERT
IP.....	IRON PIN SET
L.....	LENGTH
LF.....	LINEAR FOOTAGE
LT.....	LEFT
Lb.....	POUND
LP.....	LIGHT POLE
MAX.....	MAXIMUM
MIN.....	MINIMUM
MONO.....	MONOLITHIC
mph.....	MILES PER HOUR
MTL.....	METAL
N.....	NORTH/NORTHING

NTS.....	NOT TO SCALE
OH.....	OVER HEAD
OC.....	ON CENTER
PAVT.....	PAVEMENT
PC.....	POINT OF CURVATURE
PERM.....	PERMANENT
PG.....	PAGE
PI.....	POINT OF INT
PK.....	PK NAIL SET
PP.....	POWER POLE
PROP.....	PROPOSED
PSE.....	PERM SW ESMT
PT.....	POINT OF TANGENCY
PVI.....	POINT OF VERT INT
PUE.....	PERM UTILITY ESMT
r.....	RADIUS
RT.....	RIGHT
RCP.....	REINFORCED CONC PIPE
RELOC.....	RELOCATE
RW.....	RIGHT OF WAY
S.....	SOUTH
SD.....	STORM DRAIN
SF.....	SQUARE FOOT
S/R FENCE.....	SPLIT RAIL FENCE
SS.....	SANITARY SEWER
STA.....	STATION
STD.....	STANDARD
SW.....	SIDEWALK
TAN.....	TANGENT
TCE.....	TEMP CONST ESMT
TEMP.....	TEMPORARY
TP.....	TRAVERSE POINT
TW.....	TEST WIRE
TYP.....	TYPICAL
U/G.....	UNDER GROUND
VC.....	VERTICAL CURVE
VERT.....	VERTICAL
W.....	WEST
W/.....	WITH
WM.....	WATER METER W
VAULT.....	WATER VAULT
WV.....	WATER VALVE
60p.....	SIXTY PENNY NAIL SET
'.....	FOOT
".....	INCH

LEGENDS

SURVEY/EXISTING FEATURES LEGEND

	TREE
	WATER VALVE
	SANITARY SEWER MANHOLE
	TELEPHONE POLE
	ELECTRIC POLE
	STREET SIGN
	TELEPHONE BOX
	CURB
	EXISTING PROPERTY LINE
	EXISTING RIGHT-OF-WAY
	EXISTING EASEMENT
	EXISTING DITCH CENTERLINE
	GAS LINE
	TELECOM UTILITY
	UNDERGROUND UTILITY
	OVERHEAD UTILITY LINE

SIDEWALK FEATURES LEGEND

	PROPOSED CUT/FILL LINE
	PROPOSED CONCRETE PAVEMENT
	PROPOSED DETECTABLE WARNING SURFACE
	PROPOSED RIP RAP
	PROPOSED MILL AND OVERLAY
	PROPOSED SAWCUT
	PROPOSED STREET SIGN

EASEMENT LEGEND

	PERMANENT EASEMENT
	TEMPORARY CONSTRUCTION EASEMENT
	STORM DRAINAGE EASEMENT

STALLINGS ROAD
SIDEWALK
PREPARED FOR
TOWN OF HARRISBURG
HARRISBURG

GENERAL NOTES

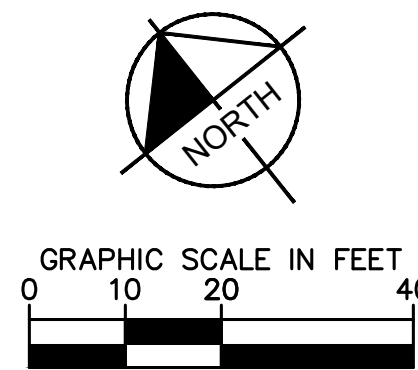
KHA PROJECT
018536048
DATE
APRIL 2023
SCALE AS SHOWN
DESIGNED BY ARM
DRAWN BY NGD
CHECKED BY ARM

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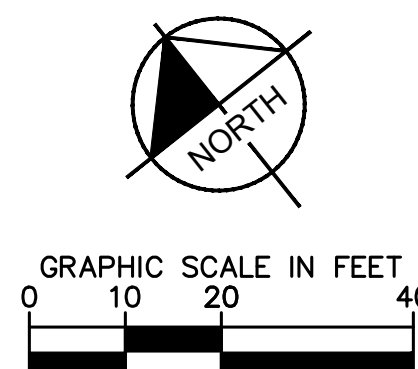
REVISIONS

DATE
BY

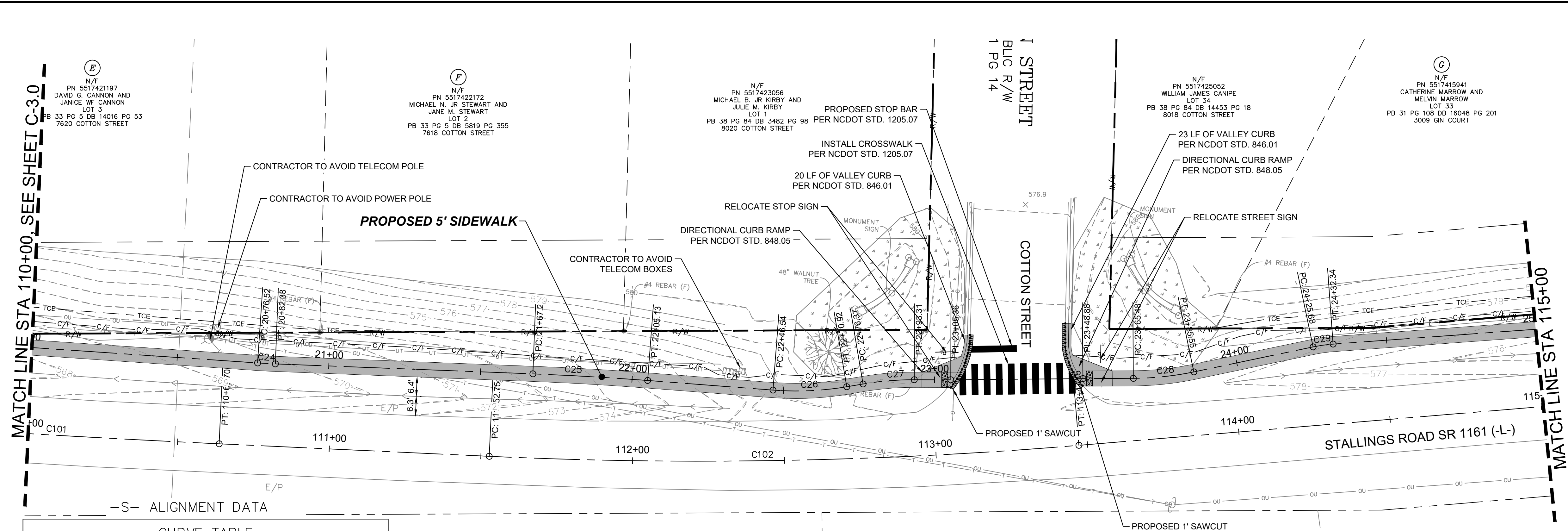
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TBM
#5 REBAR
WITH CAP
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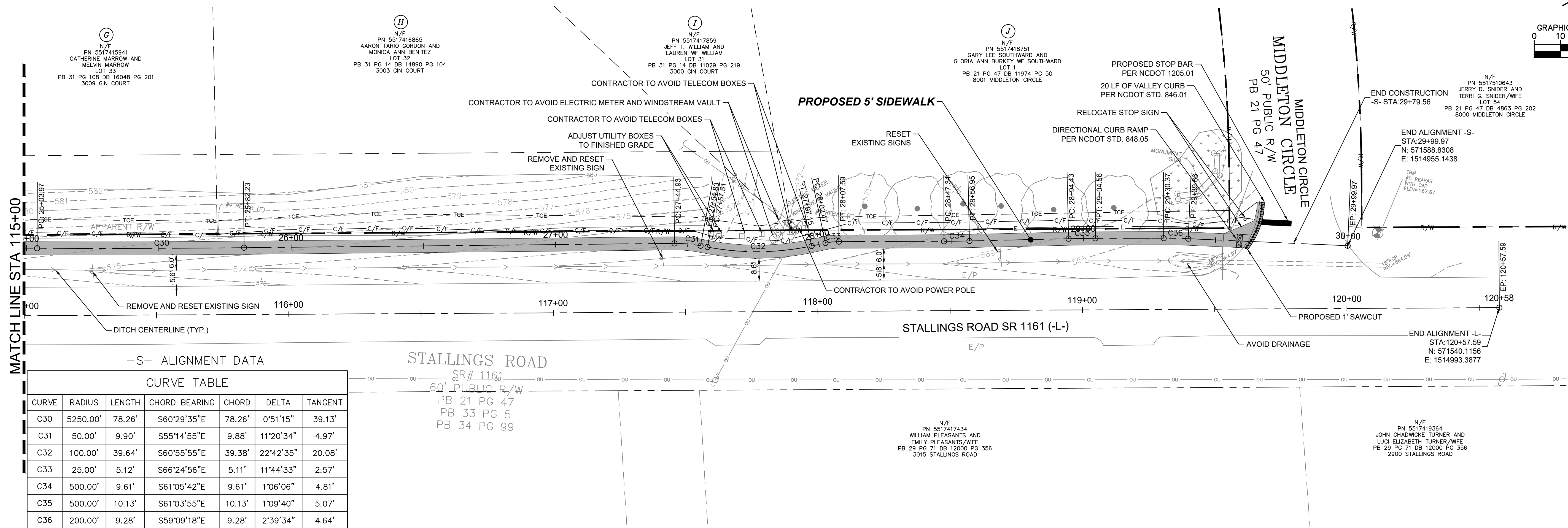


Year	Percentage of respondents (%)
1997	65
1998	68
1999	72
2000	75
2001	78
2002	80
2003	82
2004	85



CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C24	200.00'	5.86'	S52°49'44"E	5.86'	1°40'49"	2.93'
C25	1000.00'	37.86'	S52°35'04"E	37.86'	2°10'09"	18.93'
C26	100.00'	24.38'	S88°29'02"E	24.32'	13°58'06"	12.25'
C27	100.00'	16.94'	S60°36'54"E	16.93'	9°42'21"	8.49'
C28	100.00'	20.07'	S61°57'18"E	20.02'	11°29'53"	10.07'
C29	50.00'	6.67'	S63°53'06"E	6.66'	7°38'17"	3.34'

N/F PN 5517319973 KENNETH H. LONG III LESLEY S. LONG SPOUSE B 93 PG 4 DB 16135 PG 339 FILE 0111100000000000						
-L- ALIGNMENT DATA						
CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C101	4500.00'	131.89'	S52°23'43"E	131.89'	1°40'46"	65.95'
C102	1500.00'	194.40'	S56°56'52"E	194.26'	7°25'32"	97.34'



CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C30	5250.00'	78.26'	S60°29'35"E	78.26'	0°51'15"	39.13'
C31	50.00'	9.90'	S55°14'55"E	9.88'	11°20'34"	4.97'
C32	100.00'	39.64'	S60°55'55"E	39.38'	22°42'35"	20.08'
C33	25.00'	5.12'	S66°24'56"E	5.11'	11°44'33"	2.57'
C34	500.00'	9.61'	S61°05'42"E	9.61'	1°06'06"	4.81'
C35	500.00'	10.13'	S61°03'55"E	10.13'	1°09'40"	5.07'
C36	200.00'	9.28'	S59°09'18"E	9.28'	2°39'34"	4.64'

Plotted By: Clever, Elizabeth Sheet: Stallings Road Sidewalk Layout: C-4.0 April 28, 2023 12:14:28pm K:\CH\PRJ\AD18536-Town of Harrisburg\048 Stallings Road Sidewalk\04_CADD\plan sheets\C4-0-DETAILS.dwg This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

1 CURB RAMPS

Not to Scale

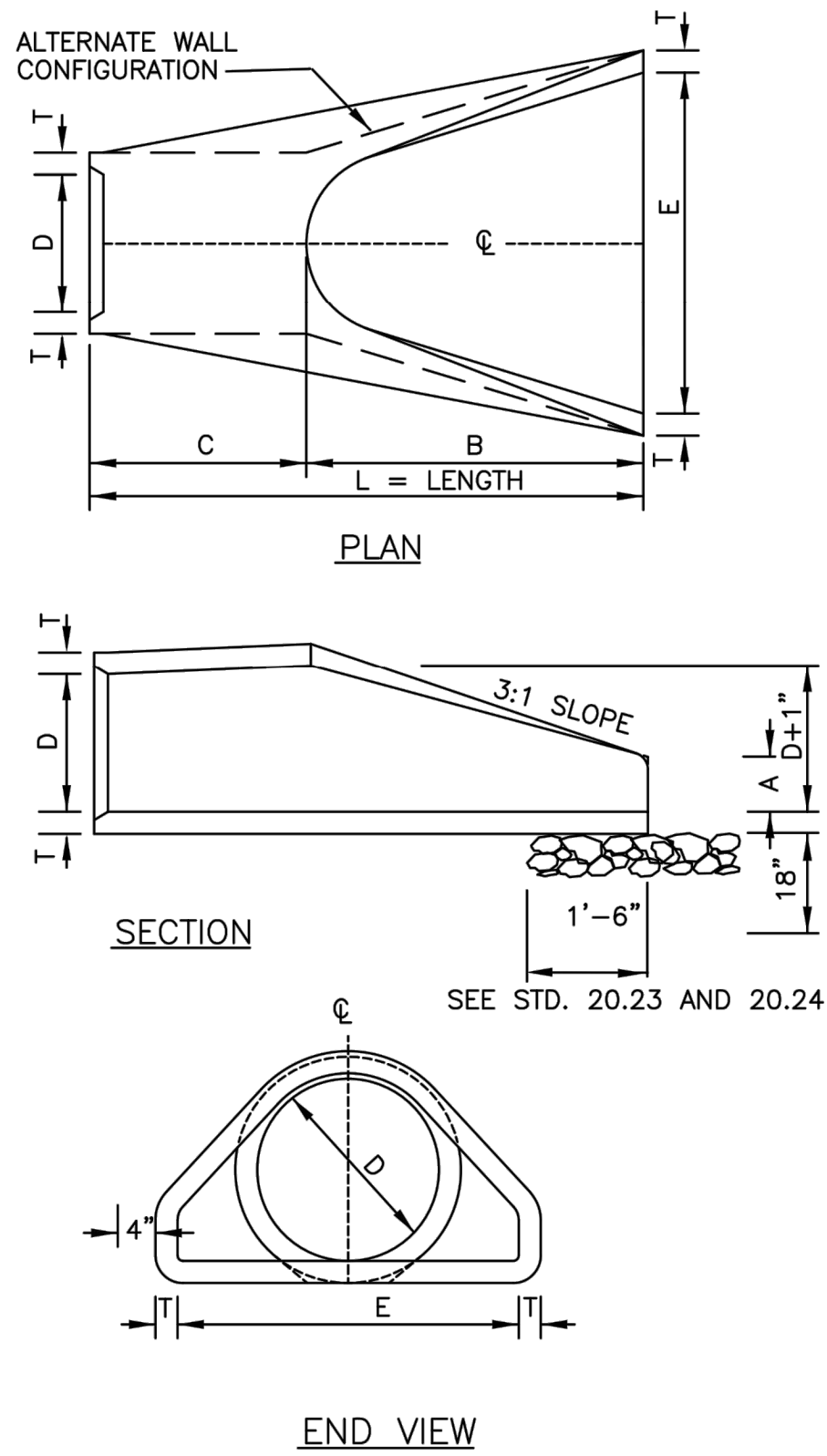


TABLE OF DIMENSIONS							
D	T	A	B	C	E	L	WT.
12"	2'-1/4"	4"	2'-0"	4'-1"	2'-0"	6'-1"	730
15"	2'-1/4"	6"	2'-3"	3'-10"	2'-0"	6'-1"	730
18"	2'-1/2"	9"	2'-3"	3'-10"	3'-0"	6'-1"	1190
24"	3"	10"	3'-8"	2'-6"	4'-0"	6'-2"	1770
30"	3-1/2"	1'-0"	4'-6"	1'-8"	5'-0"	6'-2"	2380
36"	4"	1'-3"	5'-3"	2'-11"	6'-0"	8'-2"	5320
42"	4-1/2"	1'-9"	5'-3"	2'-11"	6'-6"	8'-2"	5920
48"	5"	2'-0"	6'-0"	2'-2"	7'-0"	8'-2"	7470
54"	5-1/2"	2'-3"	5'-6"	2'-10"	7'-6"	8'-4"	8810
60"	6"	2'-6"	5'-0"	3'-3"	8'-0"	8'-3"	11180
66"	6-1/2"	3'-0"	6'-0"	2'-3"	8'-6"	8'-3"	12530
72"	7"	3'-0"	6'-6"	1'-9"	9'-0"	8'-3"	13980

- GENERAL NOTES:
- SEE FORMER NCDOT STANDARD 310.01 FOR DETAILS.
 - REINFORCEMENT SHALL CONFORM TO THE REQUIREMENTS OF REINFORCED CONCRETE PIPE OF LIKE DIAMETER PER AASHTO M170, TABLE 2, WALL B.
 - ALL CONCRETE TO BE 3600 P.S.I. COMPRESSIVE STRENGTH.
 - PROVIDE TONGUE OR SPIGOT JOINT AT INLET END SECTION.
 - PROVIDE GROOVE OR BELL JOINT AT OUTLET END SECTION.
 - THE DIMENSIONS FOR END SECTIONS SHALL SUBSTANTIALLY AGREE WITH THE TABLE. MINOR VARIATIONS WILL BE PERMITTED BASED ON THE MANUFACTURER'S STANDARD FORMS AND TEMPLATES.
 - NOT TO BE USED IN NCDOT MAINTAINED RIGHT OF WAY.

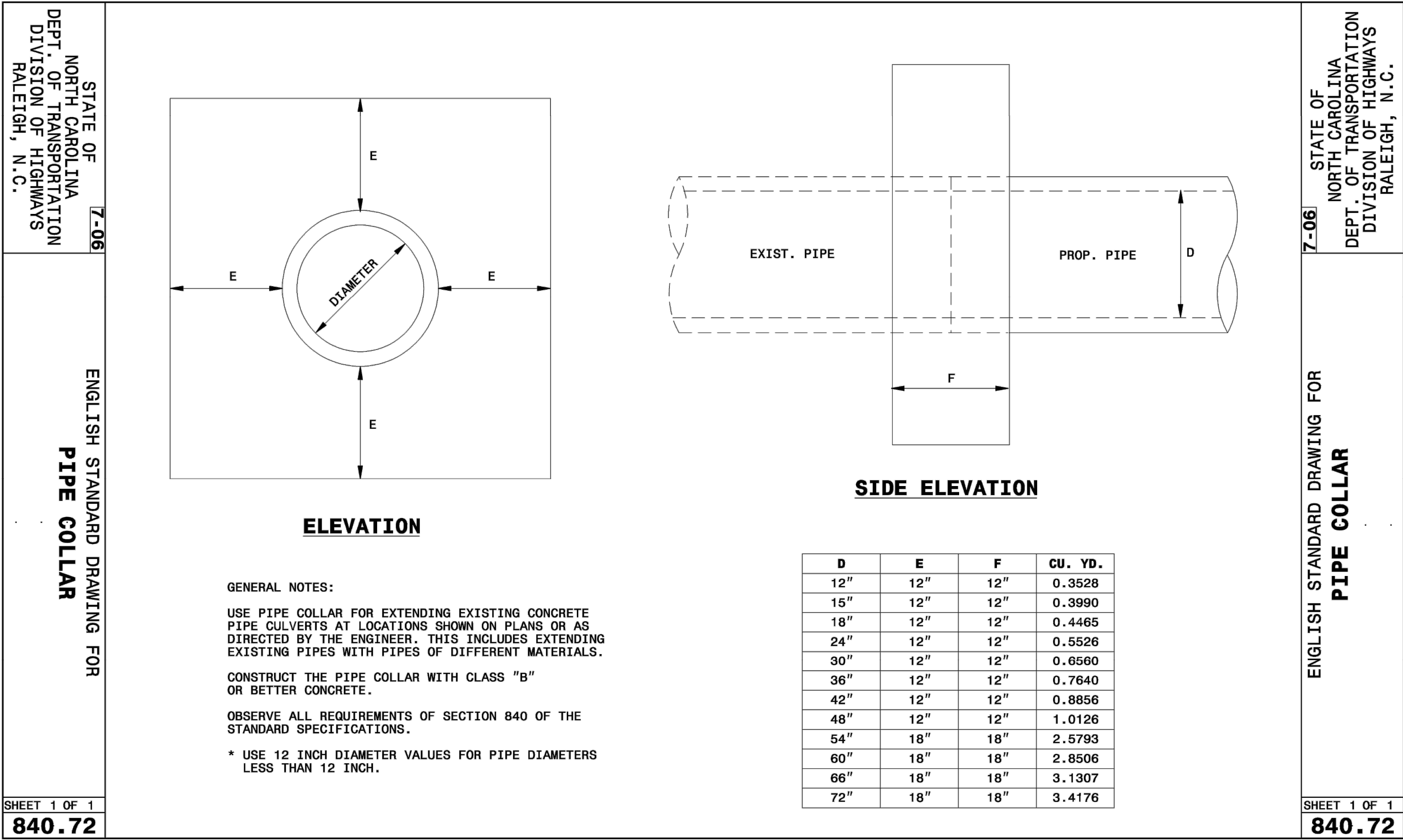
NOT TO SCALE

3 FLARED END SECTIONS

Not to Scale

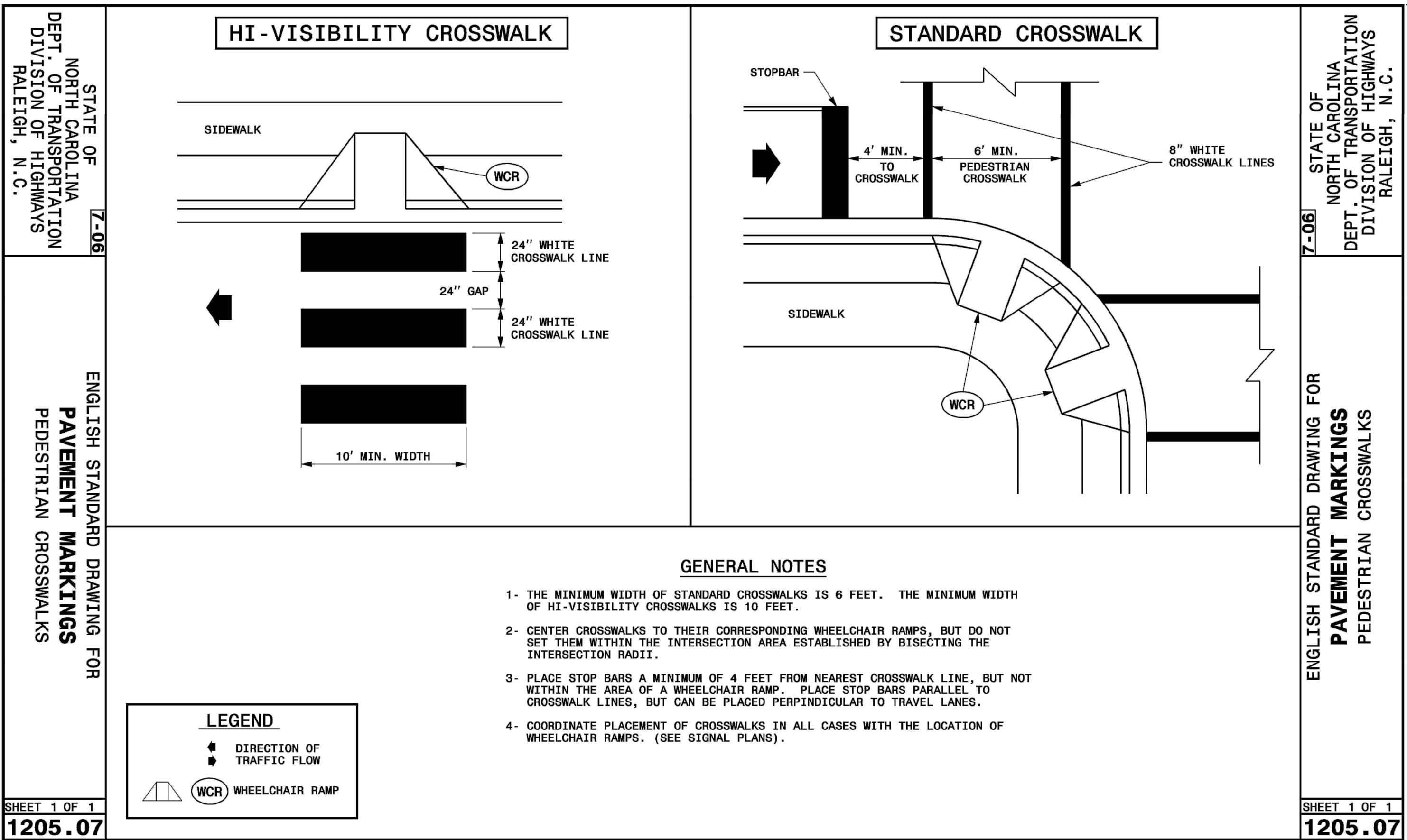
2 PIPE COLLARS

Not to Scale



4 CROSSWALK

Not to Scale



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PROFESSIONAL SEAL

STATE OF NORTH CAROLINA
KIMLEY-HORN AND ASSOCIATES, INC.
KIMLEY-HORN, INC.

KHA PROJECT
018536048

DATE
APRIL 2023

SCALE
AS SHOWN

DESIGNED BY
ARM

DRAWN BY
NGD

CHECKED BY
ARM

STALLINGS ROAD
SIDEWALK
PREPARED FOR
TOWN OF HARRISBURG

NC

DETAILS

SHEET NUMBER
C-4.0

REVISIONS

DATE

BY

Plotted By: Clever, Elizabeth Sheet: Stallings Road Sidewalk Layout: EC-02 April 28, 2023 12:14:58pm K:\VHLL\PRJ\N018536-Town of Harrisburg\048 Stallings road sidewalk\04-CADD\plansheets\CBO-EROSION CONTROL.dwg
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GROUND STABILIZATION AND MATERIALS HANDLING PRACTICES FOR COMPLIANCE WITH THE NCG01 CONSTRUCTION GENERAL PERMIT

Implementing the details and specifications on this plan sheet will result in the construction activity being considered compliant with the Ground Stabilization and Materials Handling sections of the NCG01 Construction General Permit (Sections E and F, respectively). The permittee shall comply with the Erosion and Sediment Control plan approved by the delegated authority having jurisdiction. All details and specifications shown on this sheet may not apply depending on site conditions and the delegated authority having jurisdiction.

SECTION E: GROUND STABILIZATION

Required Ground Stabilization Timeframes		
Site Area Description	Stabilize within this many calendar days after ceasing land disturbance	Timeframe variations
(a) Perimeter dikes, swales, ditches, and perimeter slopes	7	None
(b) High Quality Water (HQW) Zones	7	None
(c) Slopes steeper than 3:1	7	If slopes are 10' or less in length and are not steeper than 2:1, 14 days are allowed
(d) Slopes 3:1 to 4:1	14	-7 days for slopes greater than 50' in length and with slopes steeper than 4:1 -7 days for perimeter dikes, swales, ditches, perimeter slopes and HQW Zones -10 days for Falls Lake Watershed
(e) Areas with slopes flatter than 4:1	14	-7 days for perimeter dikes, swales, ditches, perimeter slopes and HQW Zones -10 days for Falls Lake Watershed unless there is zero slope

Note: After the permanent cessation of construction activities, any areas with temporary ground stabilization shall be converted to permanent ground stabilization as soon as practicable but in no case longer than 90 calendar days after the last land disturbing activity. Temporary ground stabilization shall be maintained in a manner to render the surface stable against accelerated erosion until permanent ground stabilization is achieved.

GROUND STABILIZATION SPECIFICATION

Stabilize the ground sufficiently so that rain will not dislodge the soil. Use one of the techniques in the table below:

Temporary Stabilization	Permanent Stabilization
• Temporary grass seed covered with straw or other mulches and tackifiers • Hydroseeding • Rolled erosion control products with or without temporary grass seed • Appropriately applied straw or other mulch • Plastic sheeting	• Permanent grass seed covered with straw or other mulches and tackifiers • Geotextile fabrics such as permanent soil reinforcement matting • Hydroseeding • Shrubs or other permanent plantings covered with mulch • Uniform and evenly distributed ground cover sufficient to restrain erosion • Structural methods such as concrete, asphalt or retaining walls • Rolled erosion control products with grass seed

POLYACRYLAMIDES (PAMS) AND FLOCCULANTS

1. Select flocculants that are appropriate for the soils being exposed during construction, selecting from the *NC DWR List of Approved PAMS/Flocculants*.
2. Apply flocculants at or before the inlets to Erosion and Sediment Control Measures.
3. Apply flocculants at the concentrations specified in the *NC DWR List of Approved PAMS/Flocculants* and in accordance with the manufacturer's instructions.
4. Provide ponding area for containment of treated Stormwater before discharging offsite.
5. Store flocculants in leak-proof containers that are kept under storm-resistant cover or surrounded by secondary containment structures.

EQUIPMENT AND VEHICLE MAINTENANCE

1. Maintain vehicles and equipment to prevent discharge of fluids.
2. Provide drip pans under any stored equipment.
3. Identify leaks and repair as soon as feasible, or remove leaking equipment from the project.
4. Collect all spent fluids, store in separate containers and properly dispose as hazardous waste (recycle when possible).
5. Remove leaking vehicles and construction equipment from service until the problem has been corrected.
6. Bring used fuels, lubricants, coolants, hydraulic fluids and other petroleum products to a recycling or disposal center that handles these materials.

LITTER, BUILDING MATERIAL AND LAND CLEARING WASTE

1. Never bury or burn waste. Place litter and debris in approved waste containers.
2. Provide a sufficient number and size of waste containers (e.g dumpster, trash receptacle) on site to contain construction and domestic wastes.
3. Locate waste containers at least 50 feet away from storm drain inlets and surface waters unless no other alternatives are reasonably available.
4. Locate waste containers on areas that do not receive substantial amounts of runoff from upland areas and does not drain directly to a storm drain, stream or wetland.
5. Cover waste containers at the end of each workday and before storm events or provide secondary containment. Repair or replace damaged waste containers.
6. Anchor all lightweight items in waste containers during times of high winds.
7. Empty waste containers as needed to prevent overflow. Clean up immediately if containers overflow.
8. Dispose waste off-site at an approved disposal facility.
9. On business days, clean up and dispose of waste in designated waste containers.

PAINT AND OTHER LIQUID WASTE

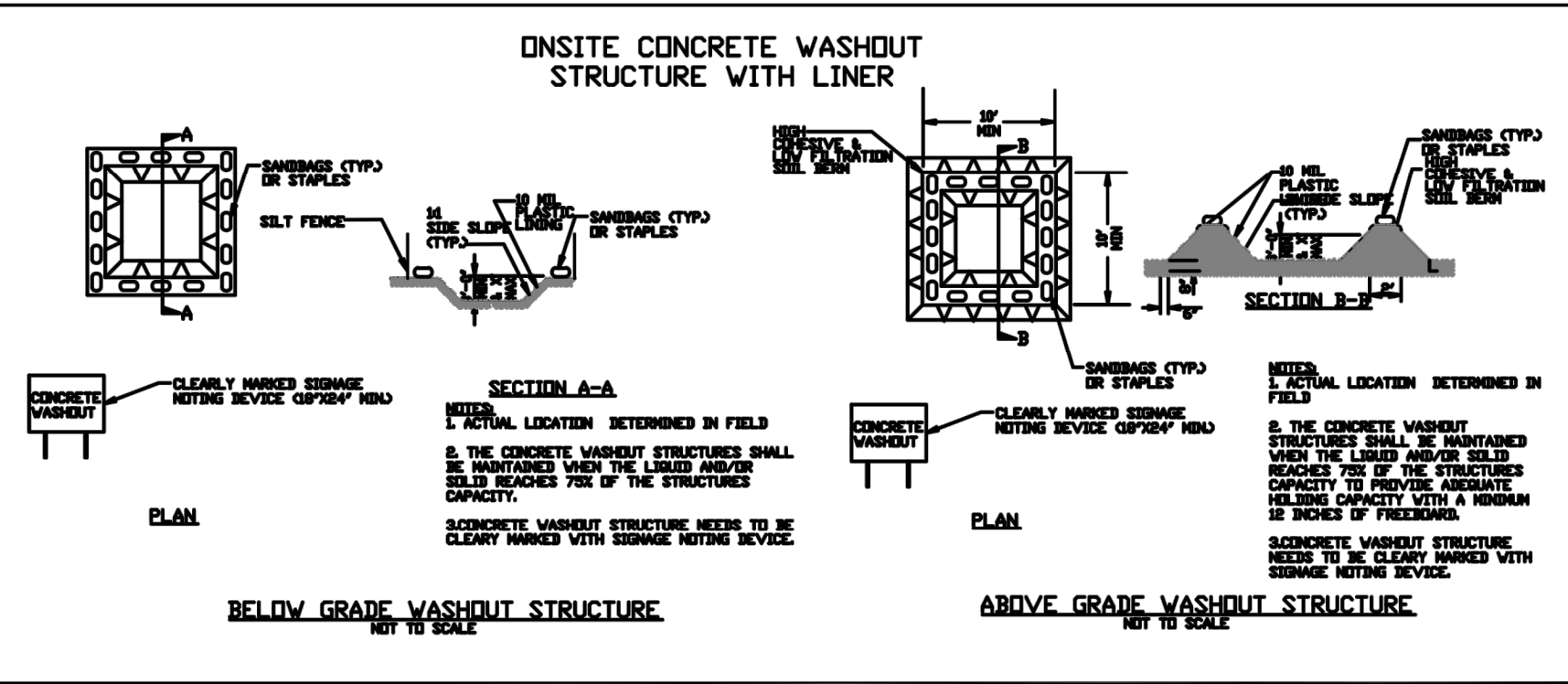
1. Do not dump paint and other liquid waste into storm drains, streams or wetlands.
2. Locate paint washouts at least 50 feet away from storm drain inlets and surface waters unless no other alternatives are reasonably available.
3. Contain liquid wastes in a controlled area.
4. Containment must be labeled, sized and placed appropriately for the needs of site.
5. Prevent the discharge of soaps, solvents, detergents and other liquid wastes from construction sites.

PORTABLE TOILETS

1. Install portable toilets on level ground, at least 50 feet away from storm drains, streams or wetlands unless there is no alternative reasonably available. If 50 foot offset is not attainable, provide relocation of portable toilet behind silt fence or place on a gravel pad and surround with sand bags.
2. Provide staking or anchoring of portable toilets during periods of high winds or in high foot traffic areas.
3. Monitor portable toilets for leaking and properly dispose of any leaked material. Utilize a licensed sanitary waste hauler to remove leaking portable toilets and replace with properly operating unit.

EARTHEN STOCKPILE MANAGEMENT

1. Show stockpile locations on plans. Locate earthen-material stockpile areas at least 50 feet away from storm drain inlets, sediment basins, perimeter sediment controls and surface waters unless it can be shown no other alternatives are reasonably available.
2. Protect stockpile with silt fence installed along toe of slope with a minimum offset of five feet from the toe of stockpile.
3. Provide stable stone access point when feasible.
4. Stabilize stockpile within the timeframes provided on this sheet and in accordance with the approved plan and any additional requirements. Soil stabilization is defined as vegetative, physical or chemical coverage techniques that will restrain accelerated erosion on disturbed soils for temporary or permanent control needs.



CONCRETE WASHOUTS

1. Do not discharge concrete or cement slurry from the site.
2. Dispose of, or recycle settled, hardened concrete residue in accordance with local and state solid waste regulations and at an approved facility.
3. Manage washout from mortar mixers in accordance with the above item and in addition place the mixer and associated materials on impervious barrier and within lot perimeter silt fence.
4. Install temporary concrete washouts per local requirements, where applicable. If an alternate method or product is to be used, contact your approval authority for review and approval. If local standard details are not available, use one of the two types of temporary concrete washouts provided on this detail.
5. Do not use concrete washouts for dewatering or storing defective curb or sidewalk sections. Stormwater accumulated within the washout may not be pumped into or discharged to the storm drain system or receiving surface waters. Liquid waste must be pumped out and removed from project.
6. Locate washouts at least 50 feet from storm drain inlets and surface waters unless it can be shown that no other alternatives are reasonably available. At a minimum, install protection of storm drain inlet(s) closest to the washout which could receive spills or overflow.
7. Locate washouts in an easily accessible area, on level ground and install a stone entrance pad in front of the washout. Additional controls may be required by the approving authority.
8. Install at least one sign directing concrete trucks to the washout within the project limits. Post signage on the washout itself to identify this location.
9. Remove leavings from the washout when at approximately 75% capacity to limit overflow events. Replace the tarp, sand bags or other temporary structural components when no longer functional. When utilizing alternative or proprietary products, follow manufacturer's instructions.
10. At the completion of the concrete work, remove remaining leavings and dispose of in an approved disposal facility. Fill pit, if applicable, and stabilize any disturbance caused by removal of washout.

HERBICIDES, PESTICIDES AND RODENTICIDES

1. Store and apply herbicides, pesticides and rodenticides in accordance with label restrictions.
2. Store herbicides, pesticides and rodenticides in their original containers with the label, which lists directions for use, ingredients and first aid steps in case of accidental poisoning.
3. Do not store herbicides, pesticides and rodenticides in areas where flooding is possible or where they may spill or leak into wells, stormwater drains, ground water or surface water. If a spill occurs, clean area immediately.
4. Do not stockpile these materials onsite.

HAZARDOUS AND TOXIC WASTE

1. Create designated hazardous waste collection areas on-site.
2. Place hazardous waste containers under cover or in secondary containment.
3. Do not store hazardous chemicals, drums or bagged materials directly on the ground.

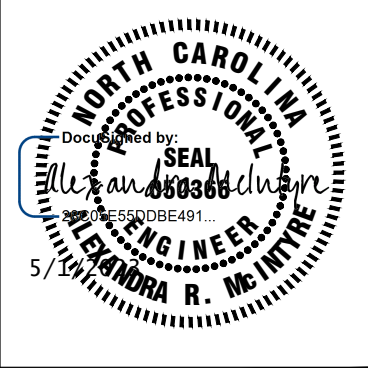
NCG01 GROUND STABILIZATION AND MATERIALS HANDLING

EFFECTIVE: 04/01/19

STALLINGS ROAD
SIDEWALK
PREPARED FOR
TOWN OF HARRISBURG
HARRISBURG

SHEET NUMBER
EC-02

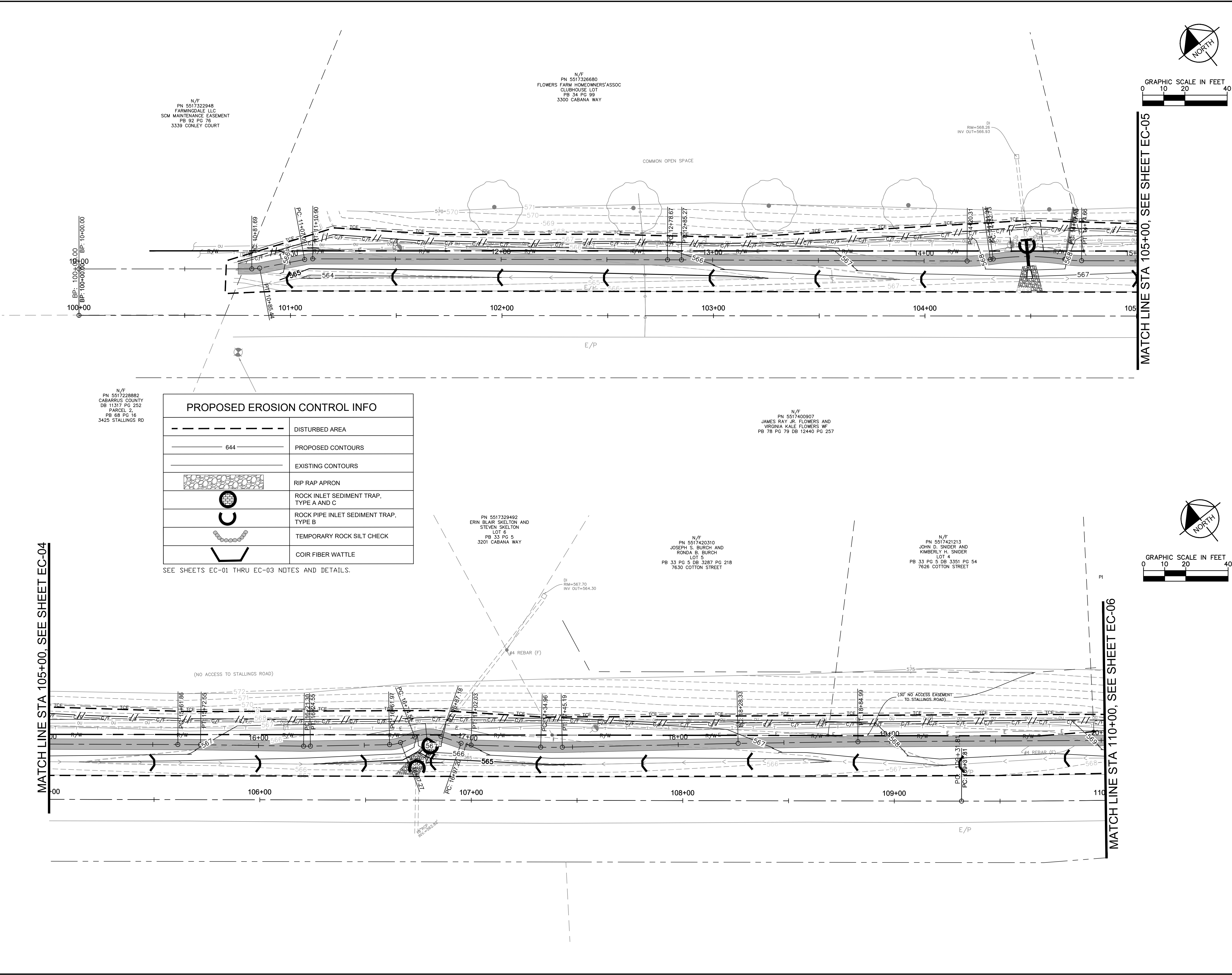
EROSION CONTROL
NOTES



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NO.	REVISIONS	DATE	BY

Plotted By: Clever, Elizabeth Sheet: Set:STALLINGS ROAD SIDEWALK Layout:EC-04 April 28, 2023 12:15:13pm K:\CHL_PRA\018538--Town of Harrisburg\048 stallings road sidewalk\04-CADD\plansheets\048-EC-04-STALLINGS ROAD SIDEWALK.dwg This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

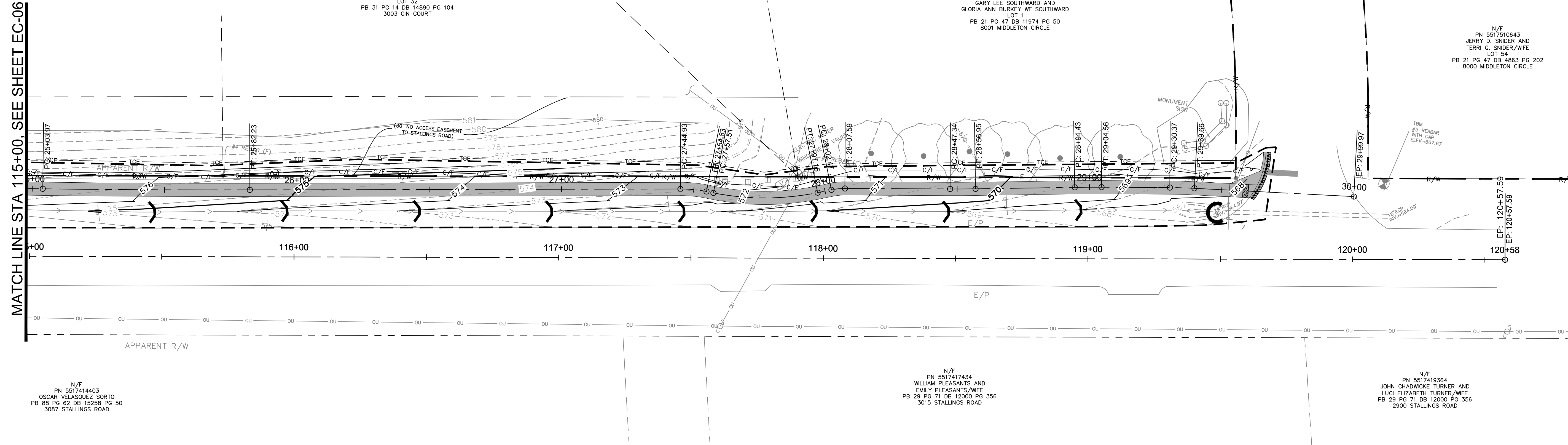


STALLINGS ROAD SIDEWALK PREPARED FOR TOWN OF HARRISBURG HARRISBURG	EROSION CONTROL PLANS	KHA PROJECT 018536048 DATE APRIL 2023 SCALE AS SHOWN DESIGNED BY ARM DRAWN BY JAM CHECKED BY ARM		Kimley»Horn © 2023 KIMLEY-HORN AND ASSOCIATES, INC. 200 SOUTH TRYON, SUITE 200, CHARLOTTE, NC 28202 PHONE: 704-333-5131 WWW.KIMLEY-HORN.COM	No.	REVISIONS	DATE	BY
SHEET NUMBER EC-04								

Plotted By: Clever, Elizabeth Sheet: Stallings Road Sidewalk Layout EC-05 April 28, 2023 12:15:22pm K:\CHL-FR\018536-Town of Harrisburg\048 Stallings road sidewalk\04-CADD\plansheets\EC05-EROSION CONTROL.dwg
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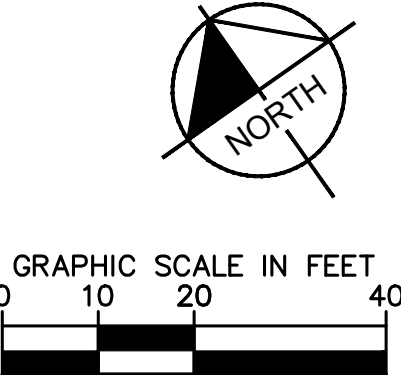
PROPOSED EROSION CONTROL INFO	
	DISTURBED AREA
	PROPOSED CONTOURS
	EXISTING CONTOURS
	RIP RAP APRON
	ROCK INLET SEDIMENT TRAP, TYPE A AND C
	ROCK PIPE INLET SEDIMENT TRAP, TYPE B
	TEMPORARY ROCK SILT CHECK
	COIR FIBER WATTLE

SEE SHEETS EC-01 THRU EC-03 NOTES AND DETAILS.



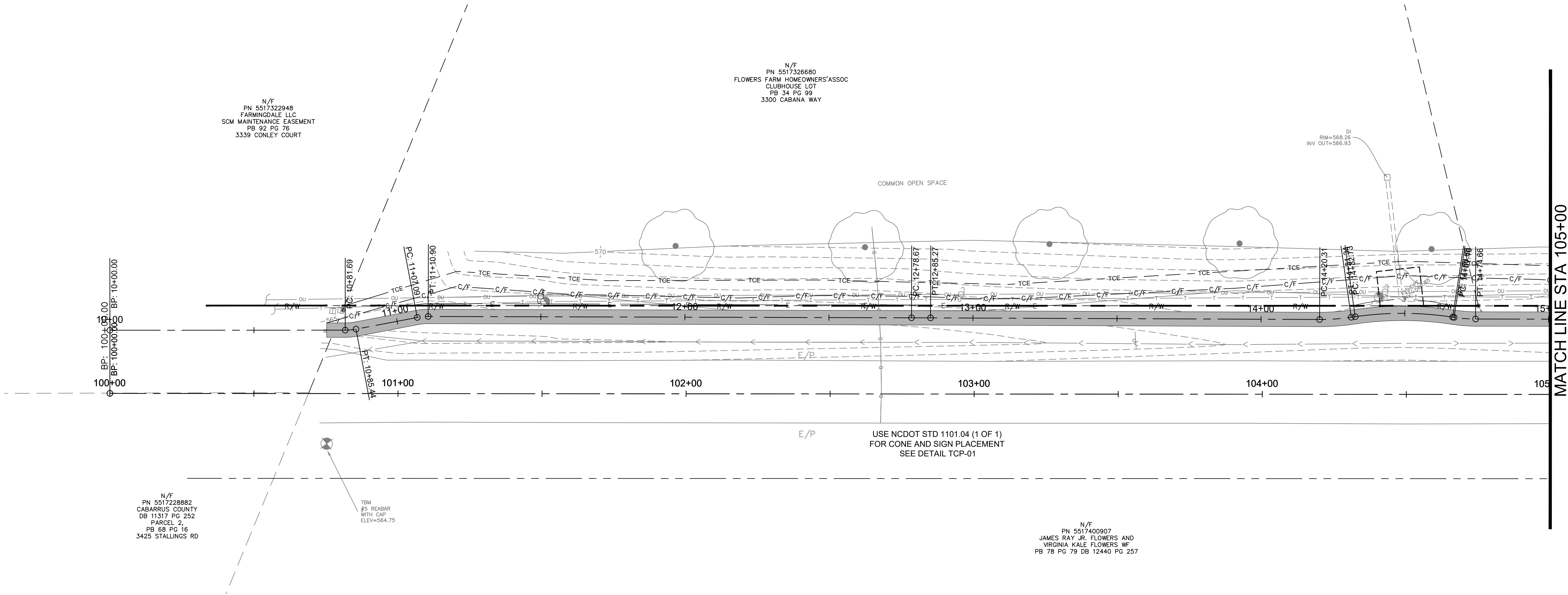
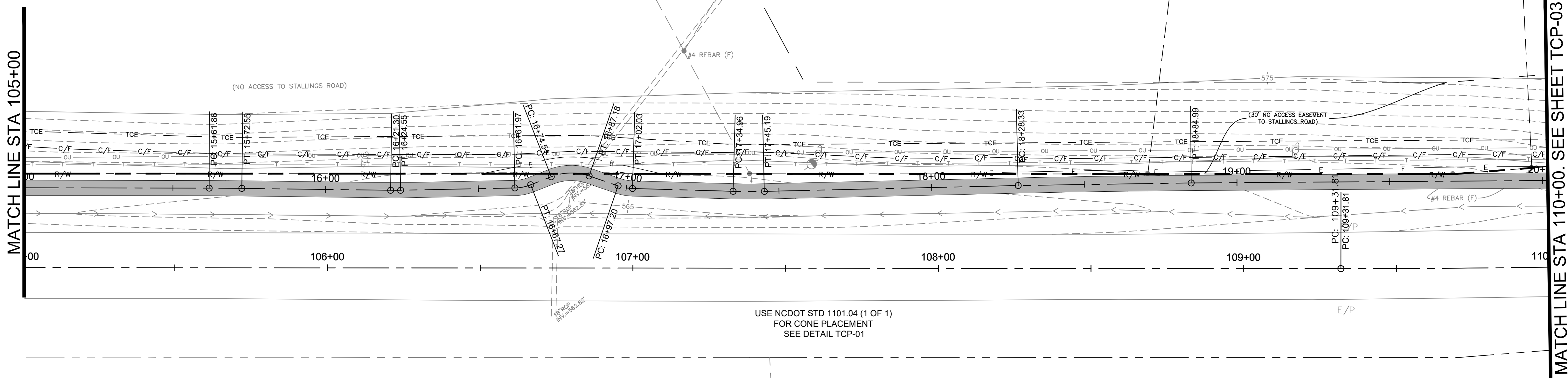
MATCH LINE STA 110+00, SEE SHEET EC-05

MATCH LINE STA 115+00, SEE SHEET EC-07



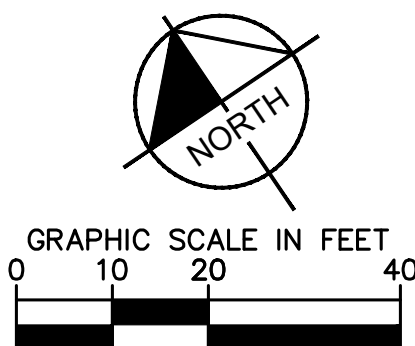
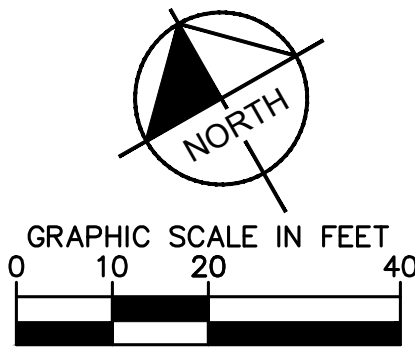
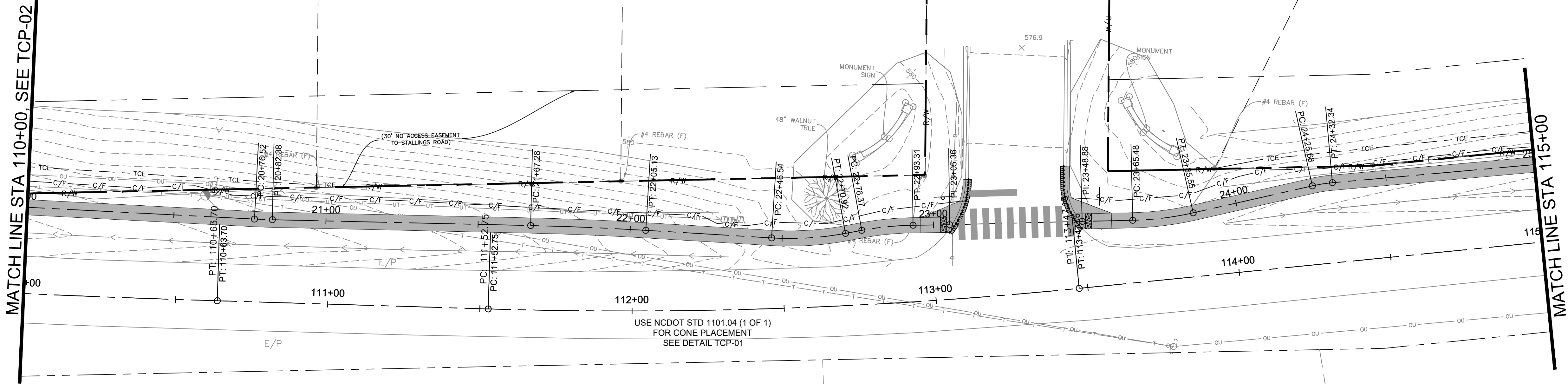
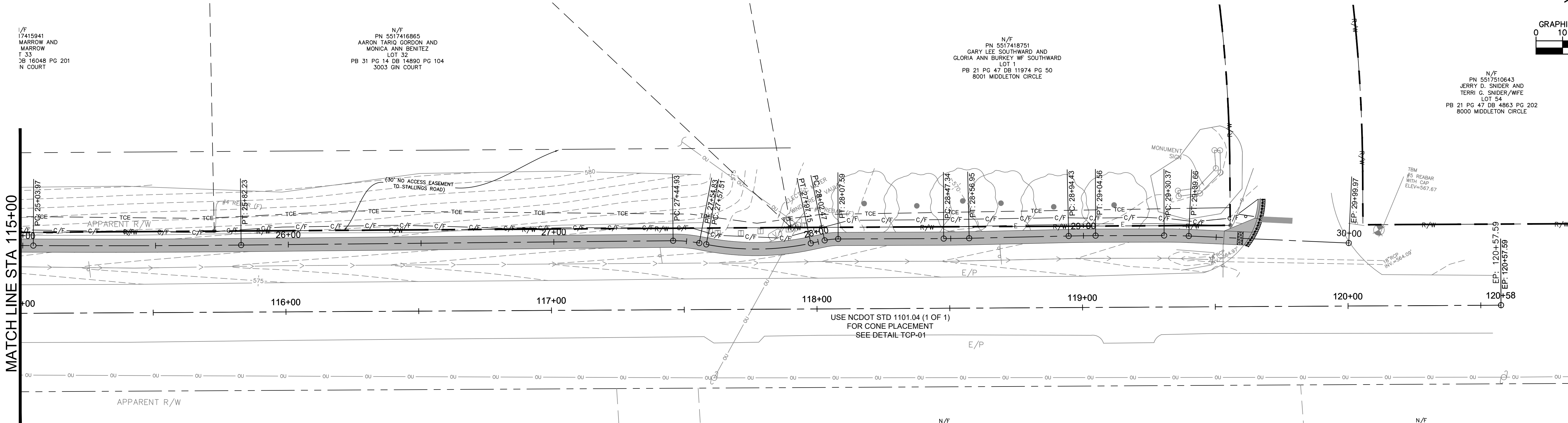
STALLINGS ROAD SIDEWALK PREPARED FOR TOWN OF HARRISBURG HARRISBURG	EROSION CONTROL PLANS	KHA PROJECT 018536048 DATE APRIL 2023 SCALE AS SHOWN DESIGNED BY ARM DRAWN BY JAM CHECKED BY ARM		© 2023 KIMLEY-HORN AND ASSOCIATES, INC. 200 SOUTH TRYON, SUITE 200, CHARLOTTE, NC 28202 PHONE: 704-333-5131 WWW.KIMLEY-HORN.COM	Kimley»Horn	No.	REVISIONS	DATE	BY

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STALLINGS ROAD
SIDEWALK
PREPARED FOR
TOWN OF HARRISBURG
HARRISBURG

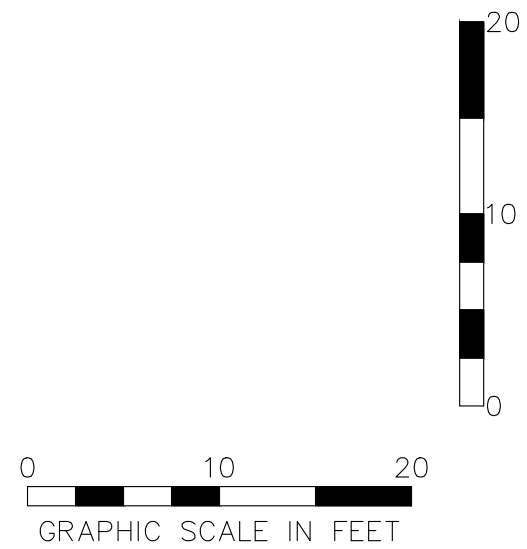
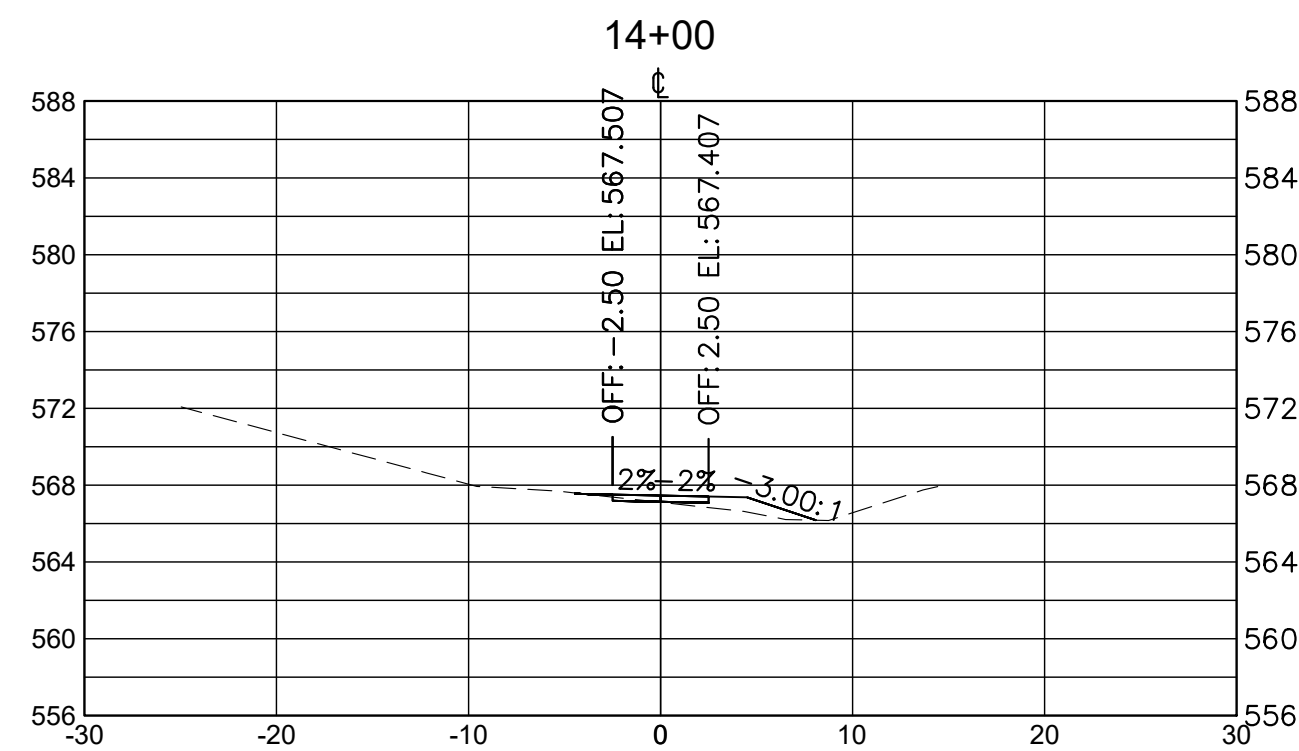
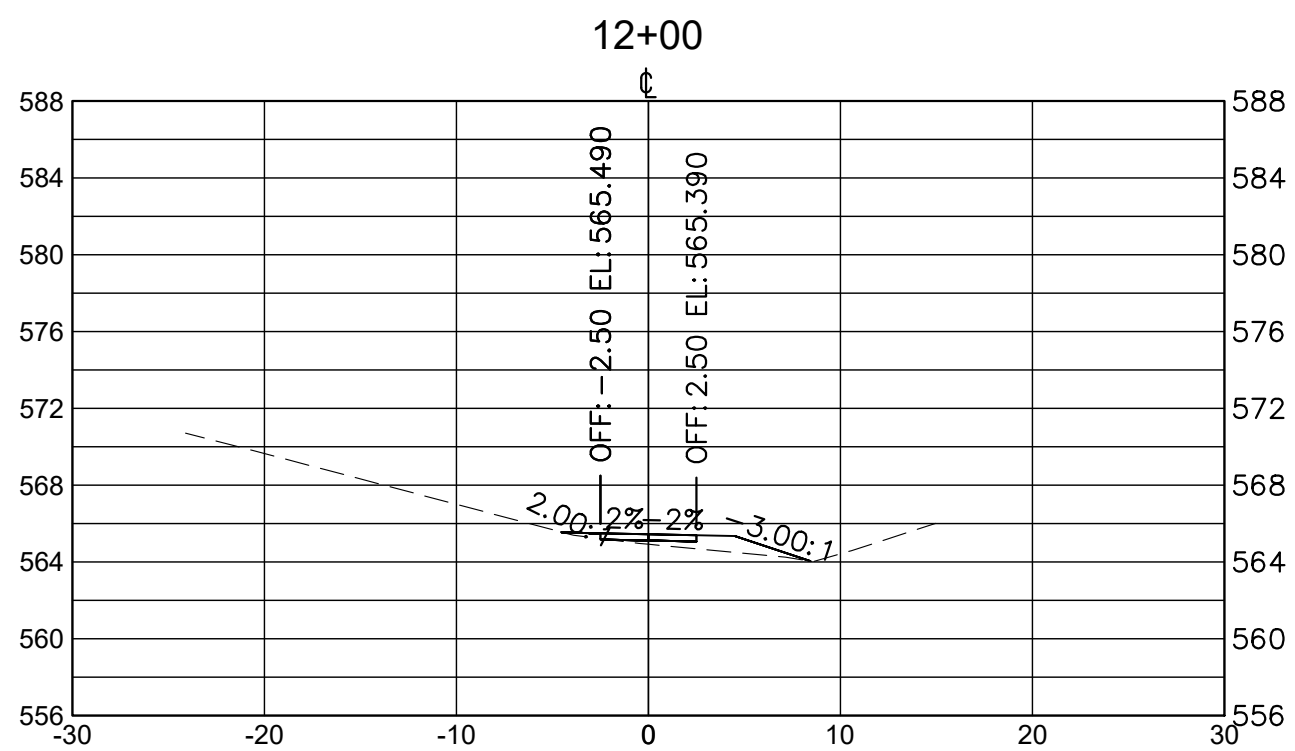
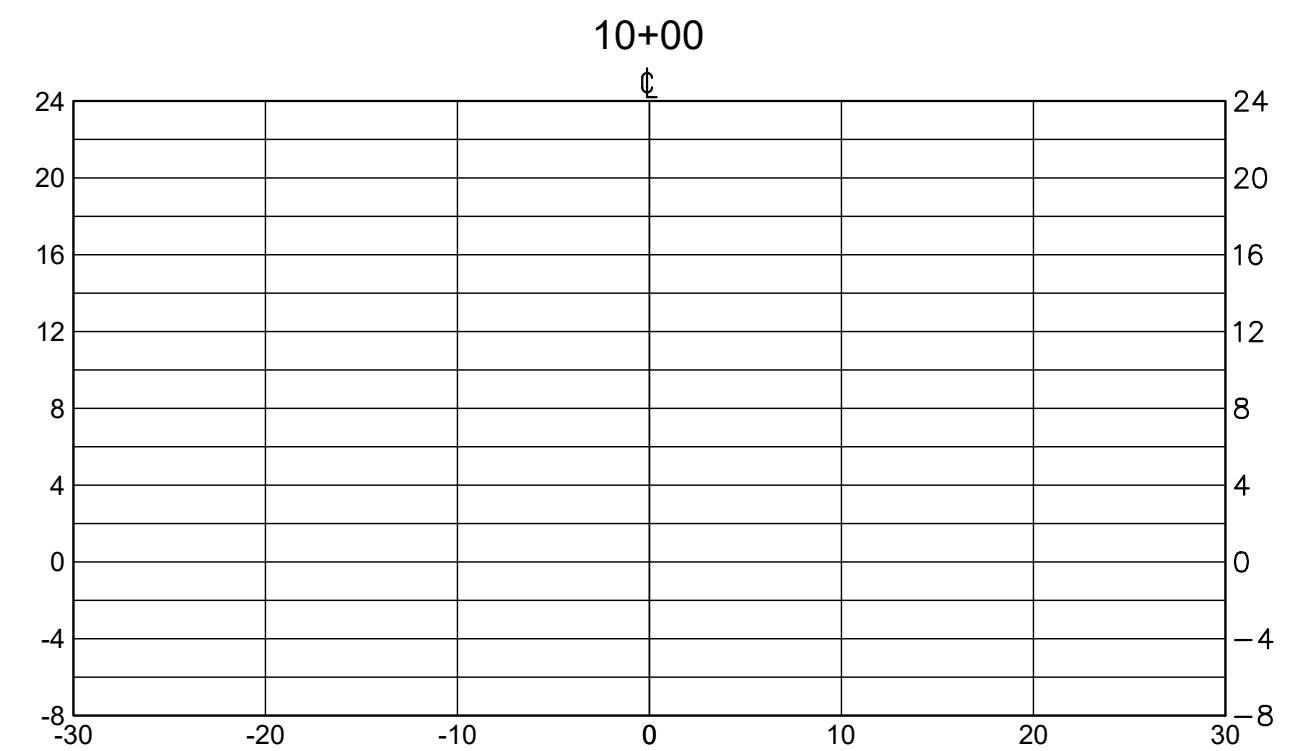
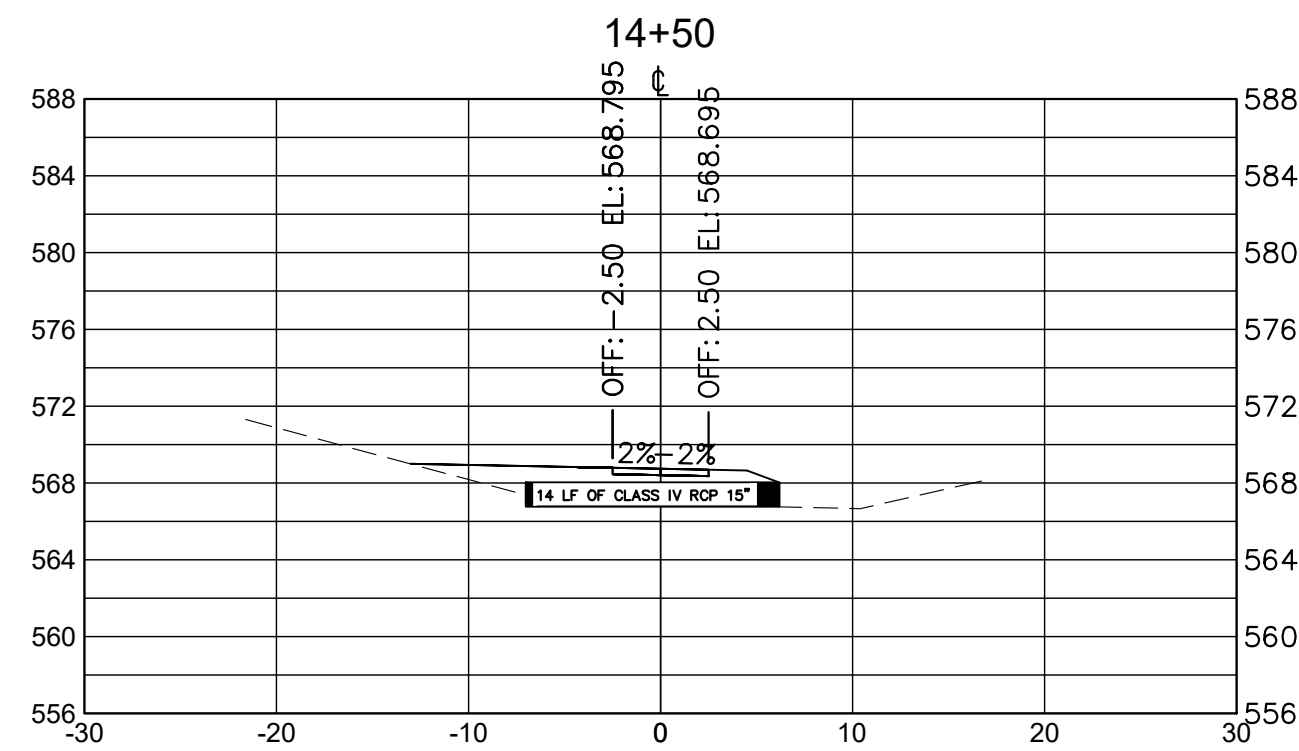
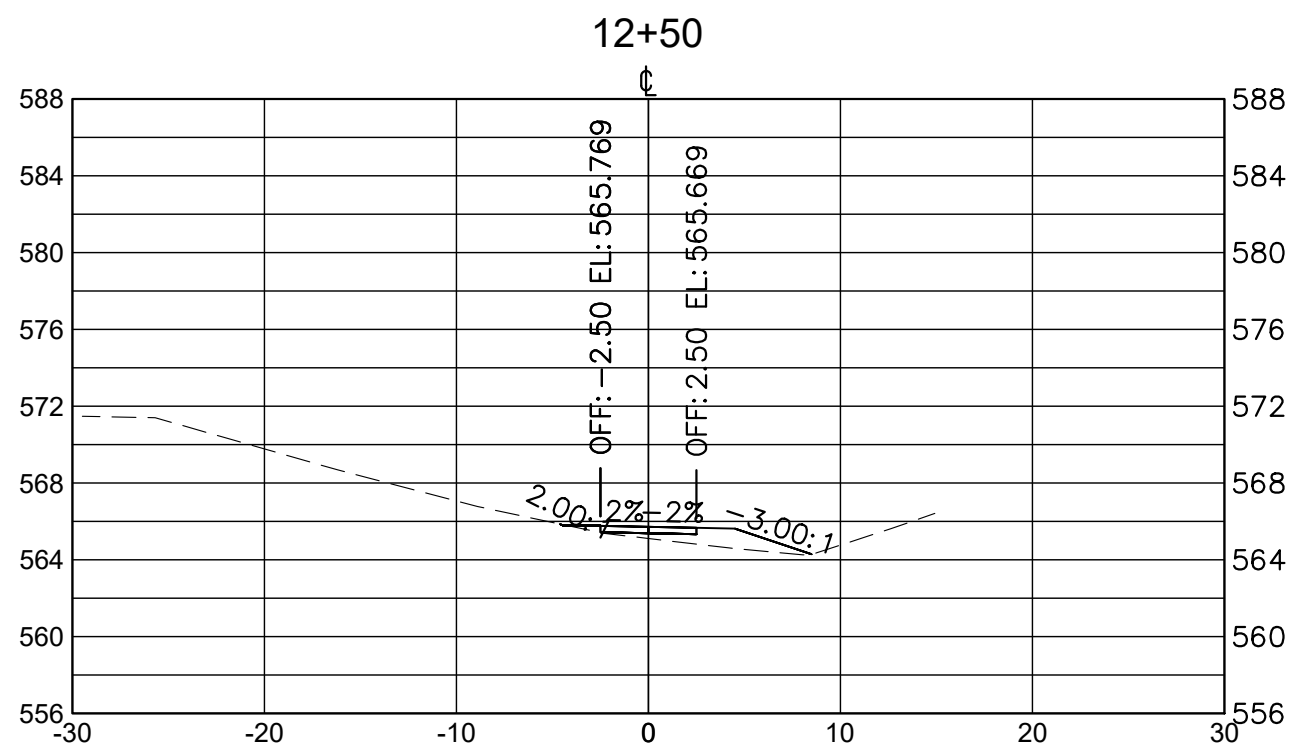
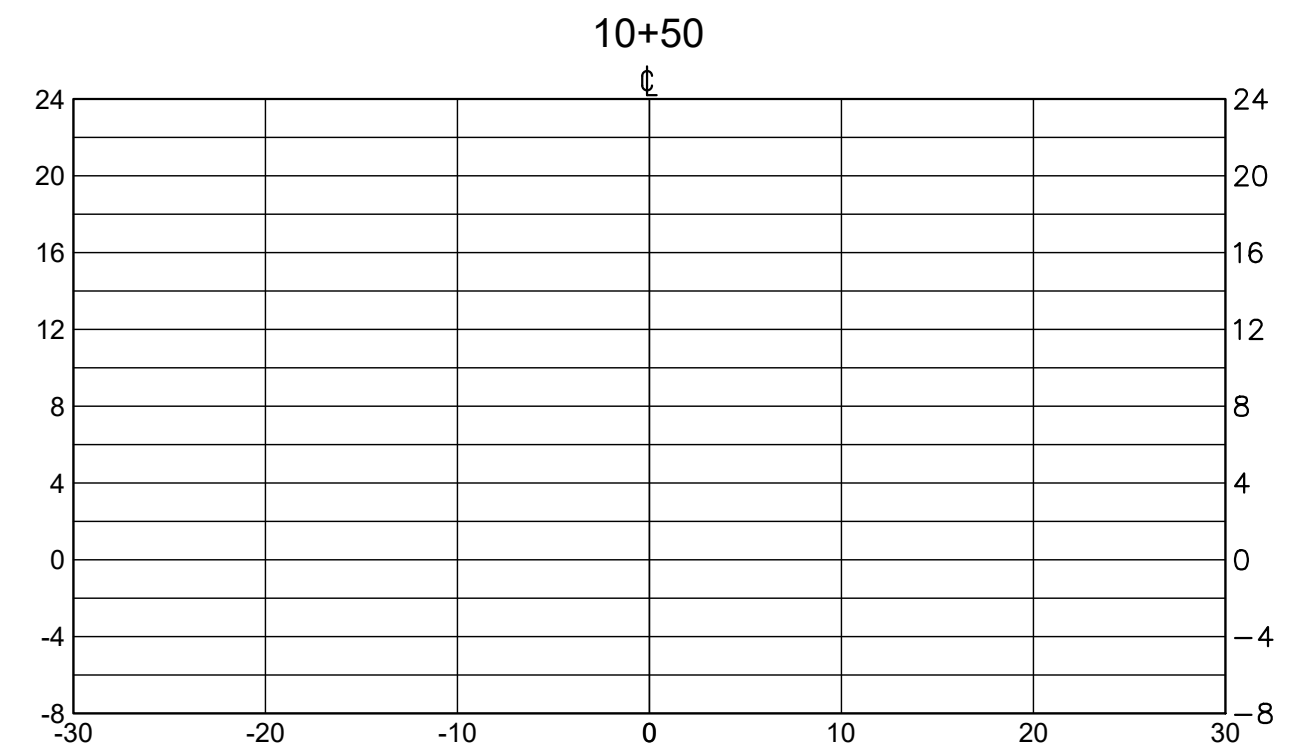
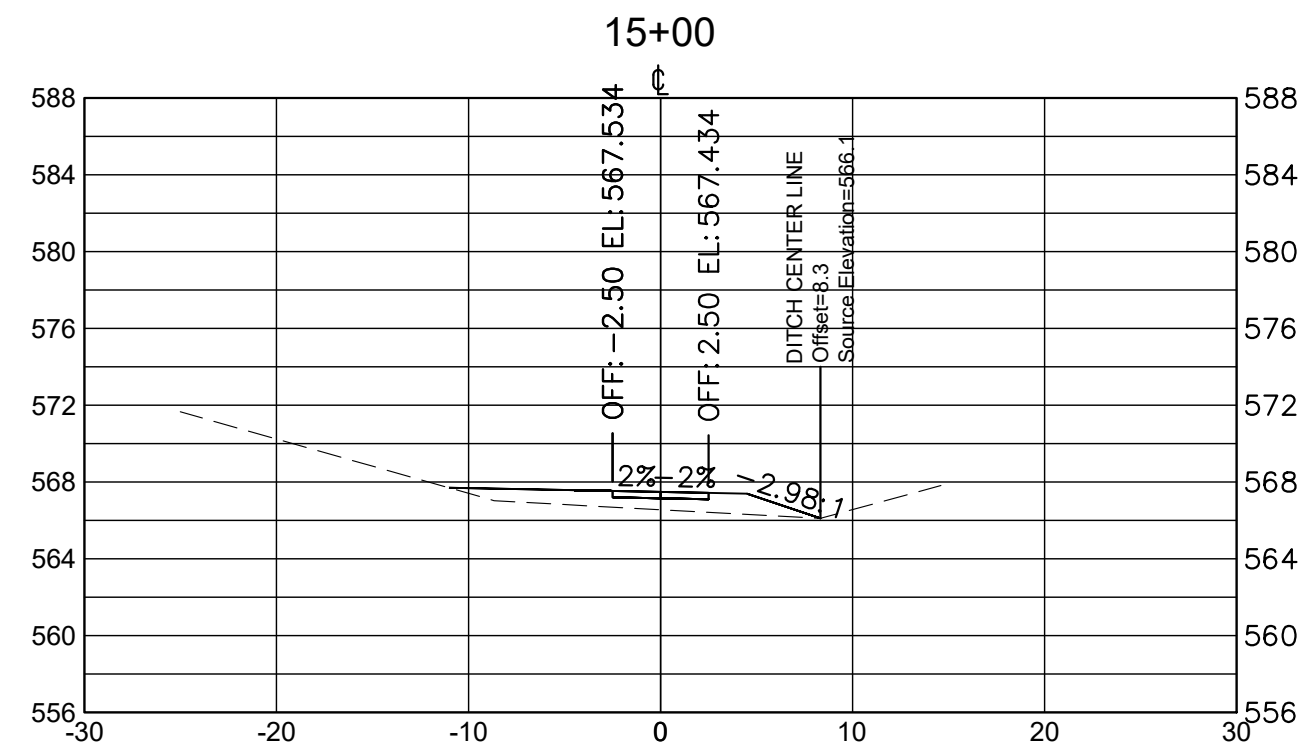
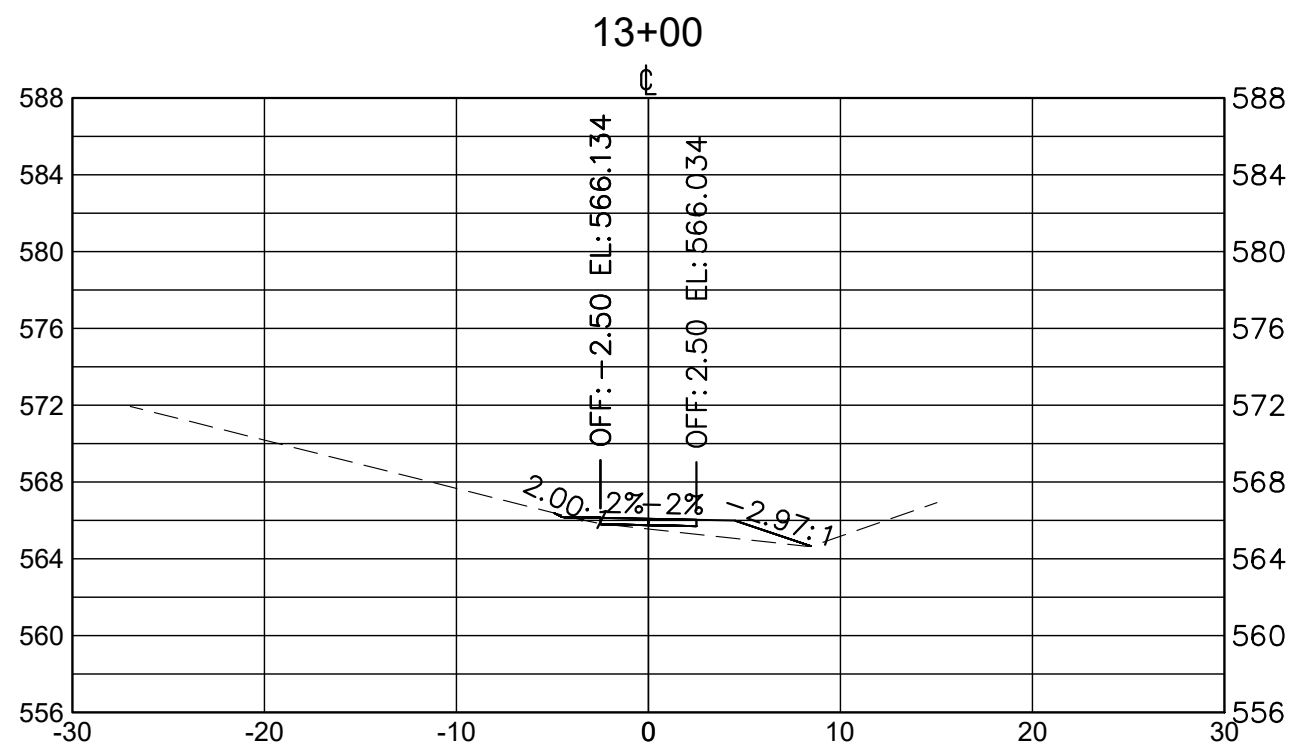
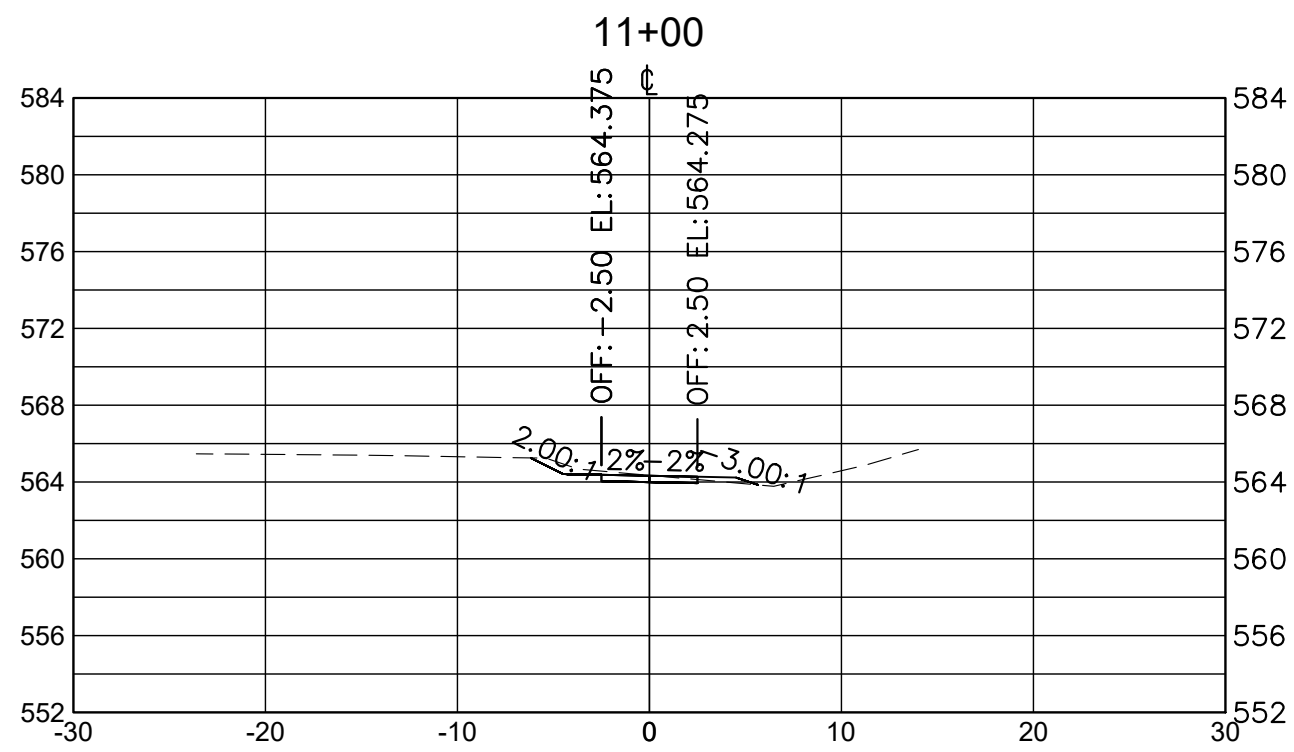
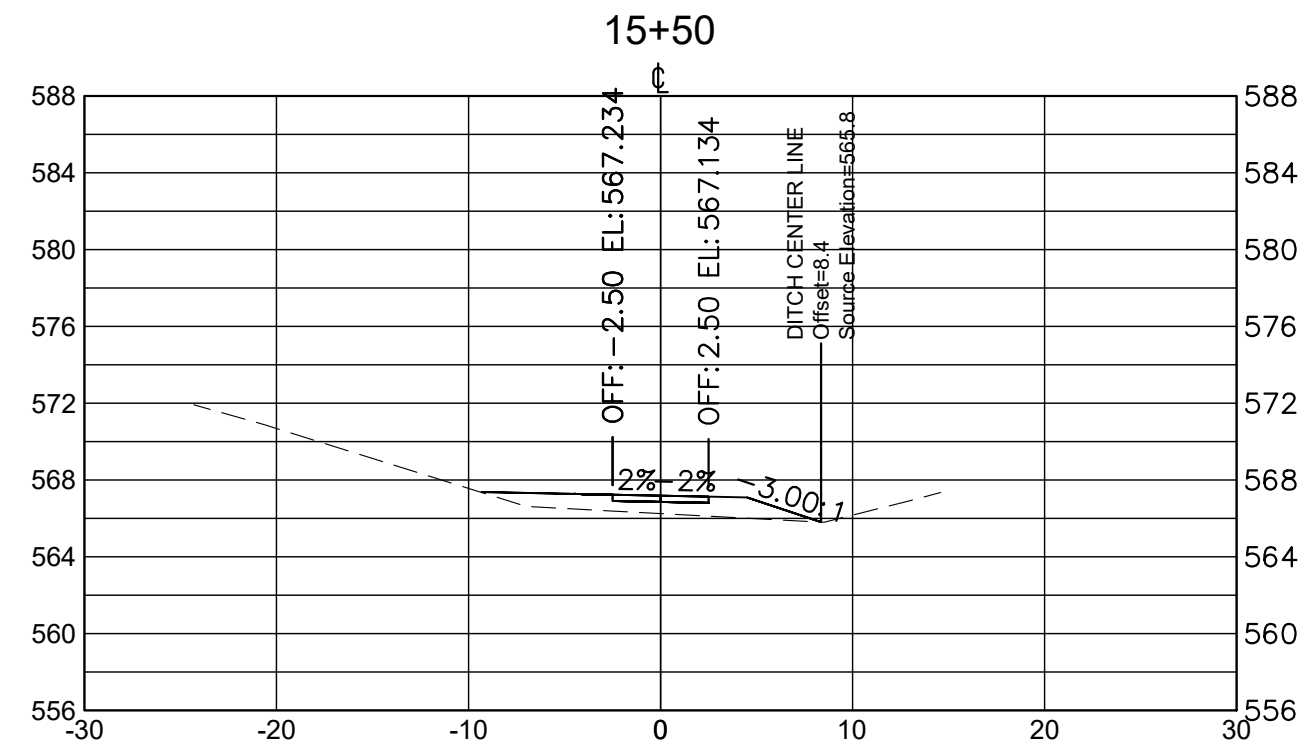
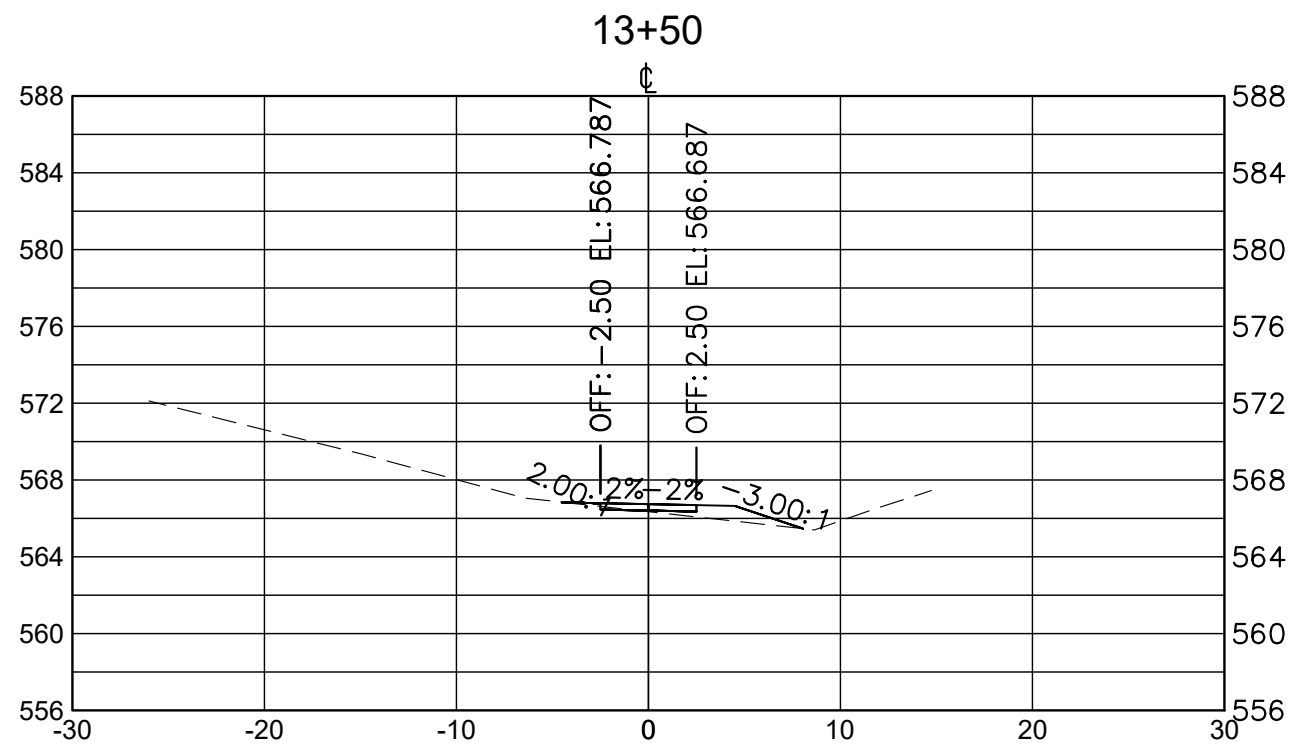
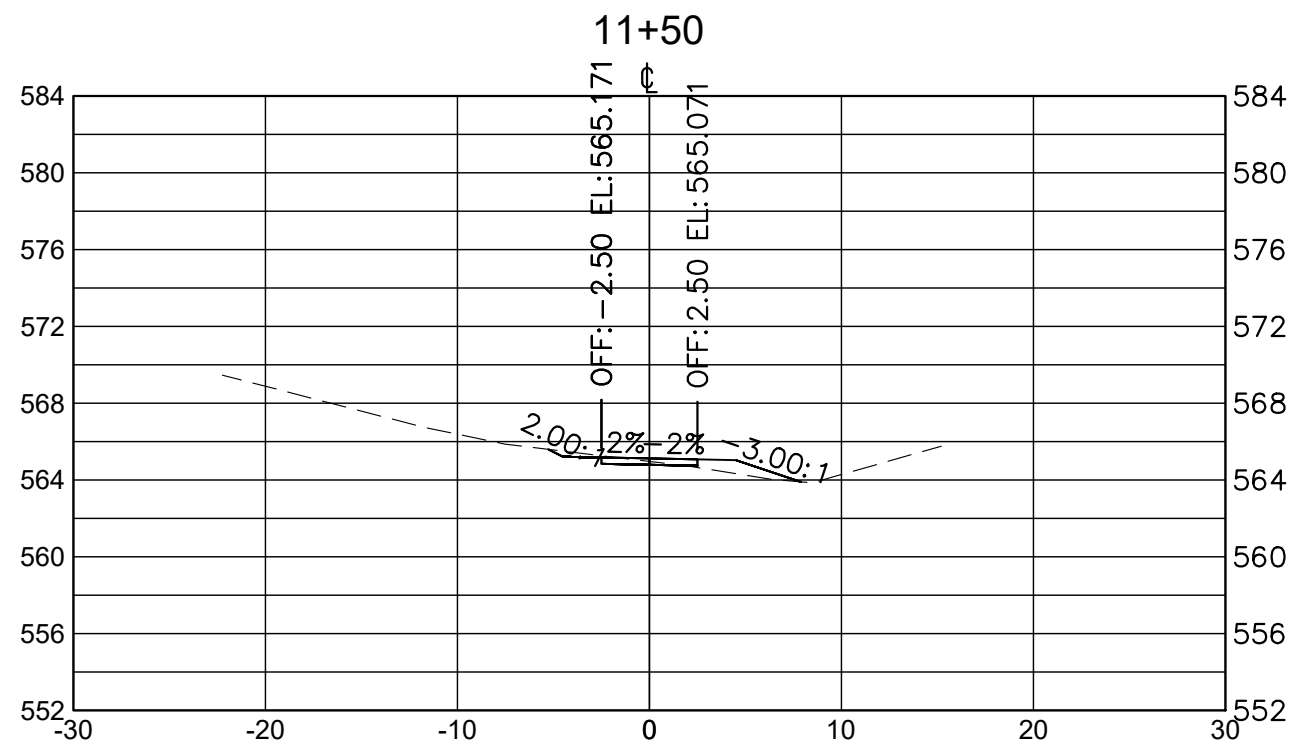
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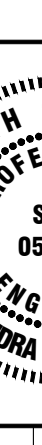


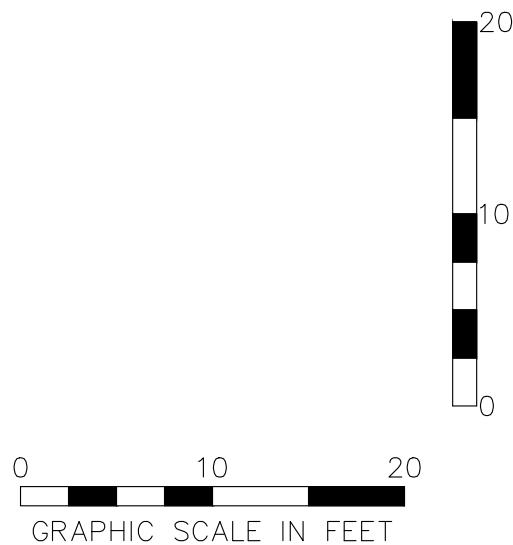
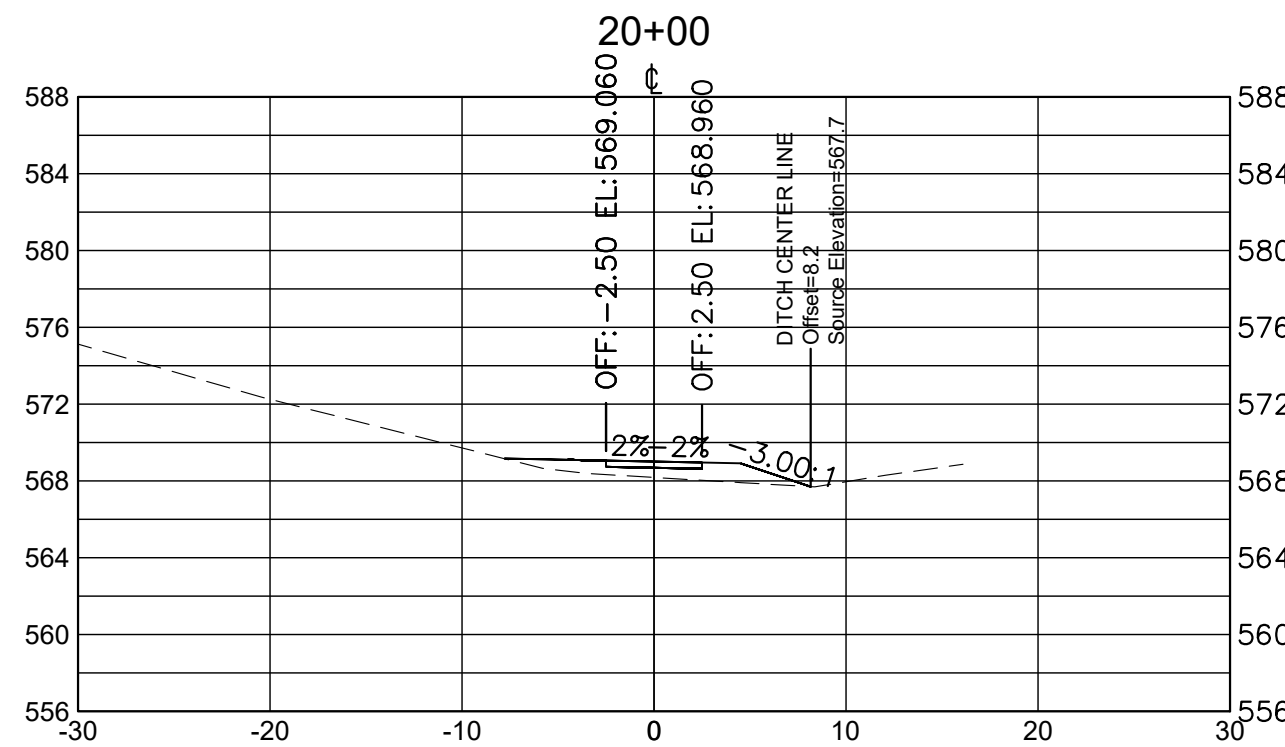
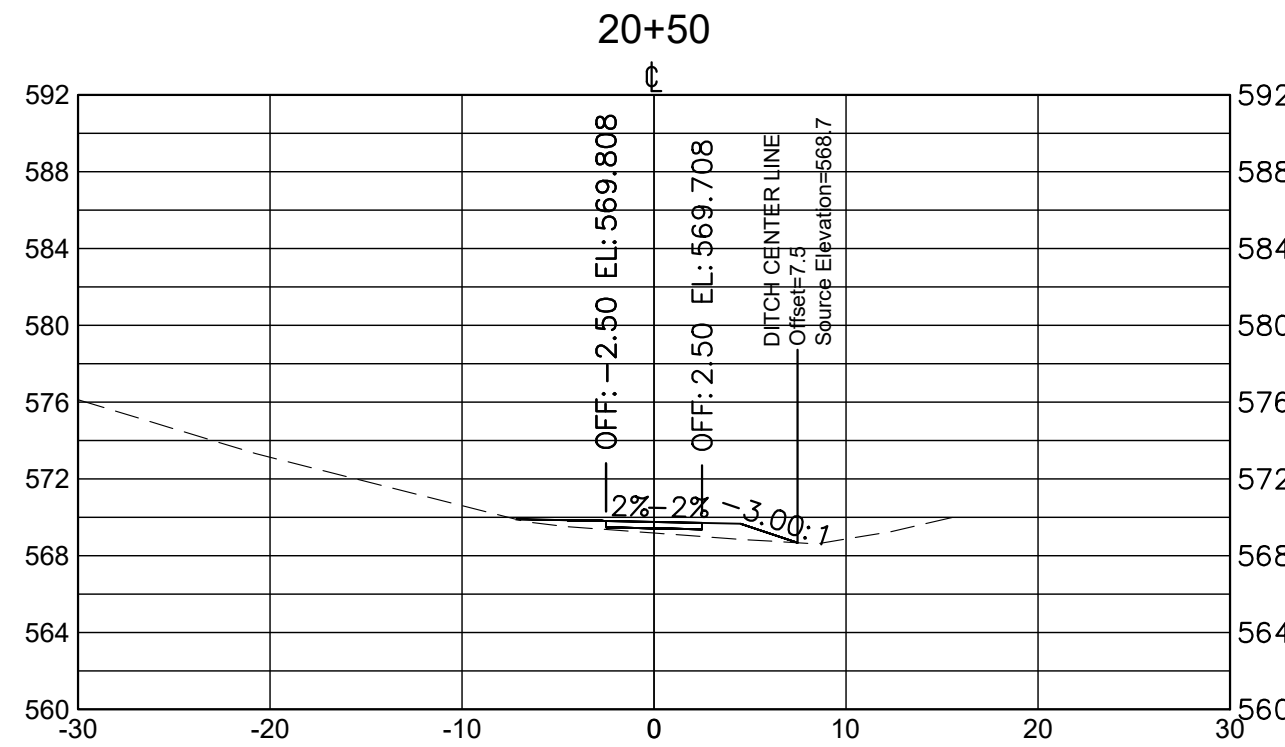
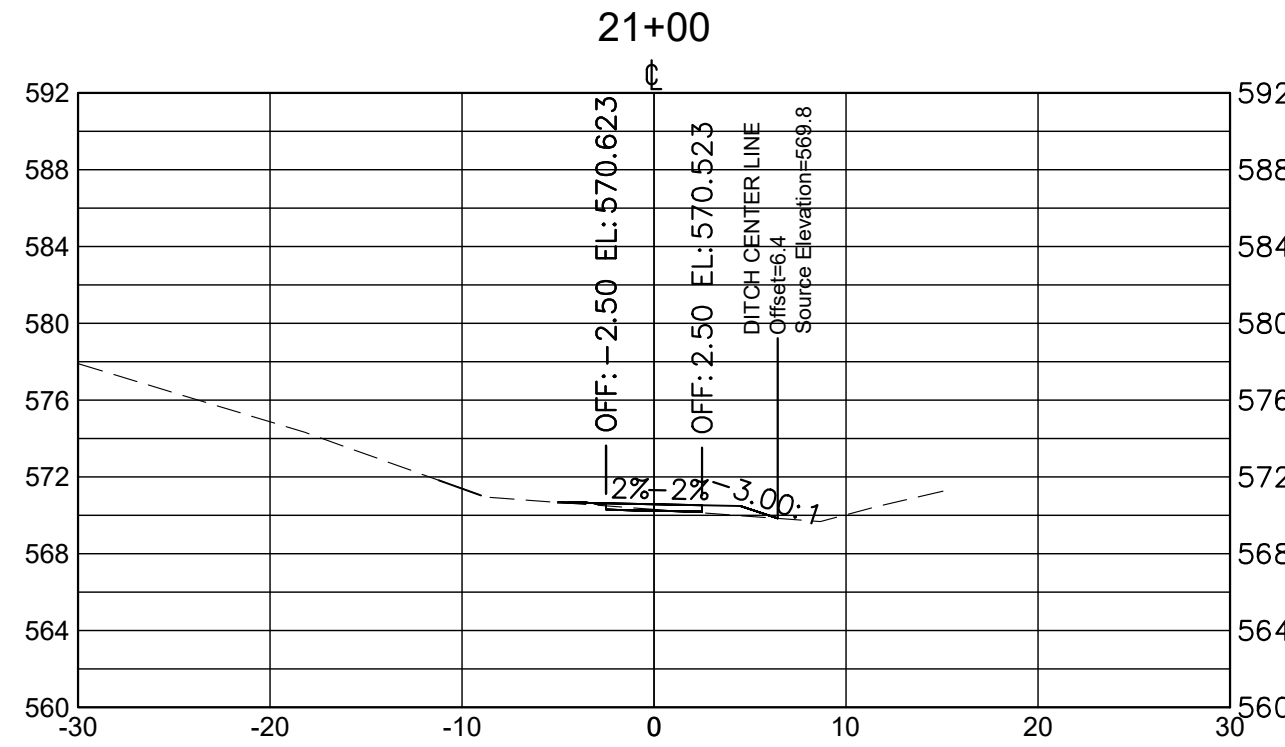
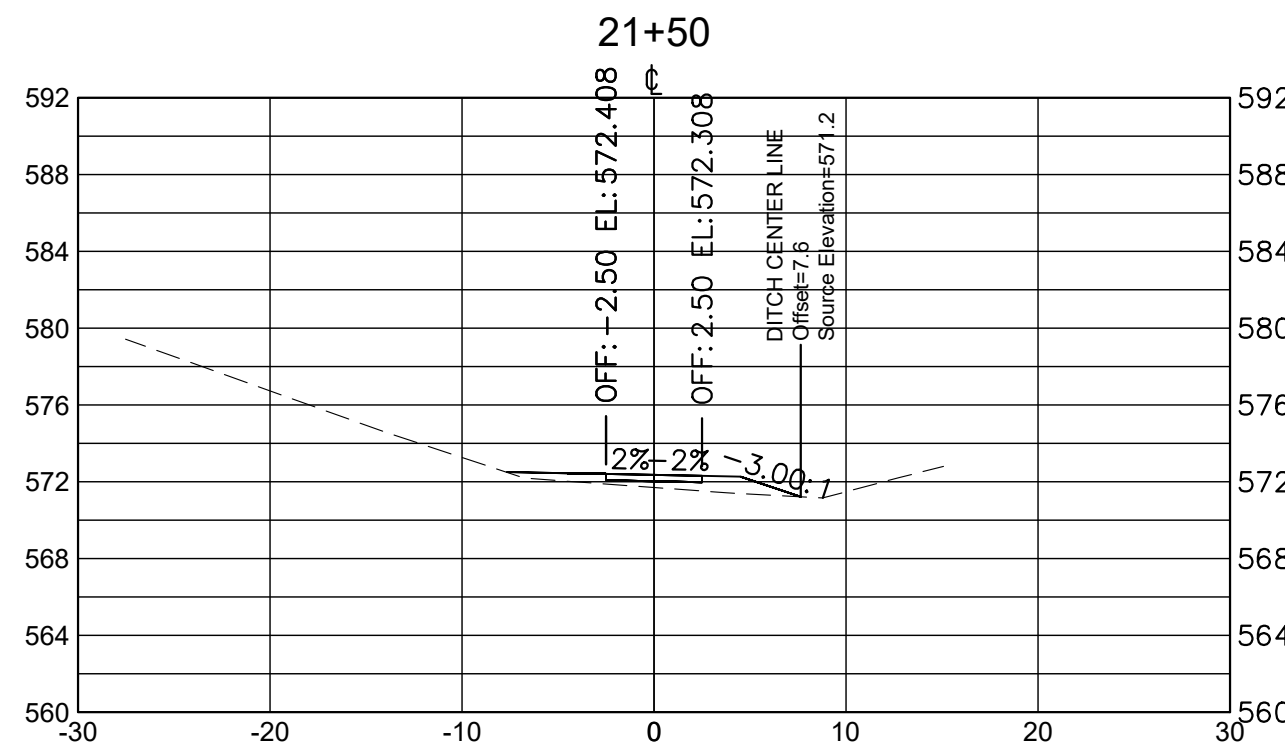
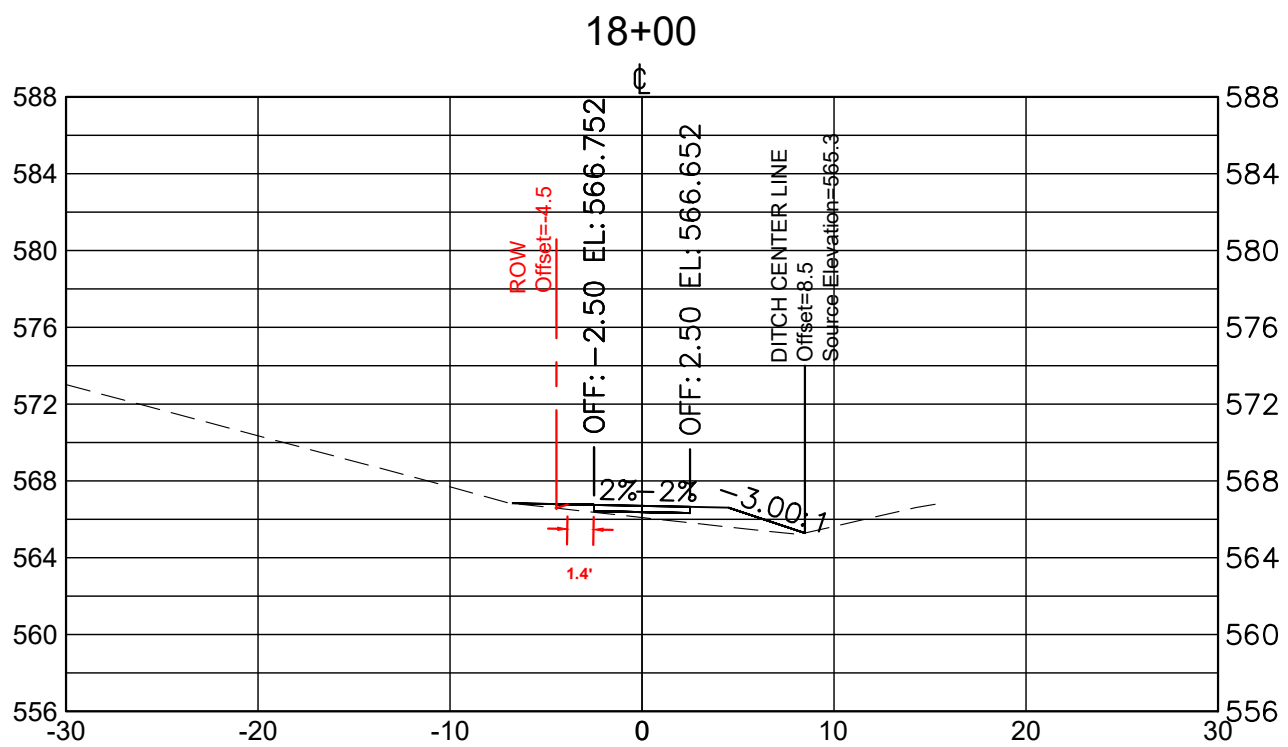
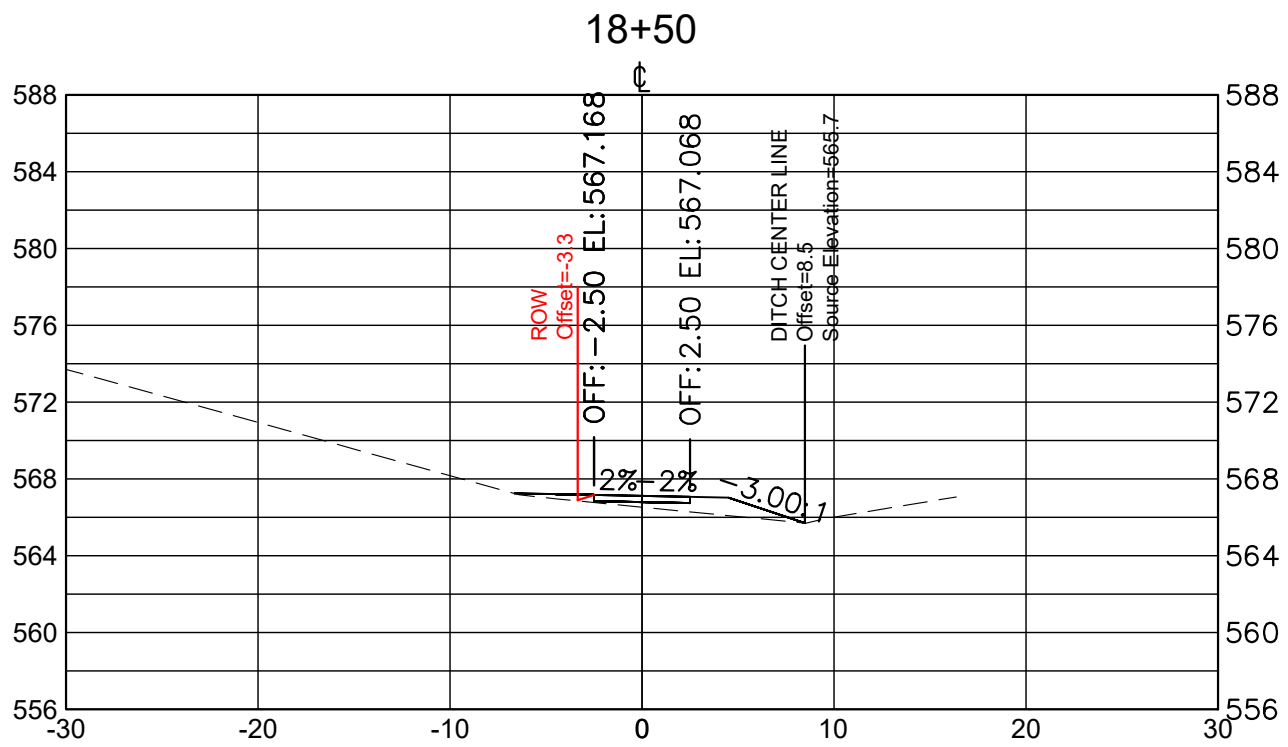
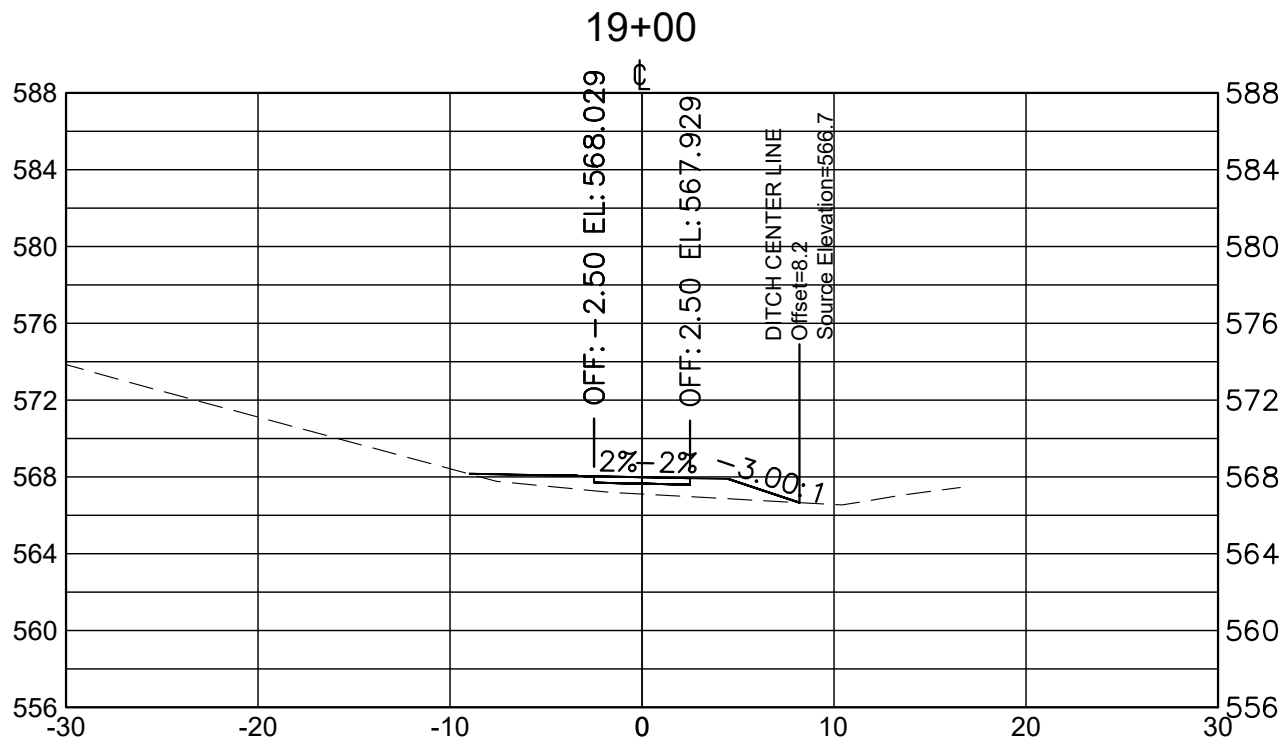
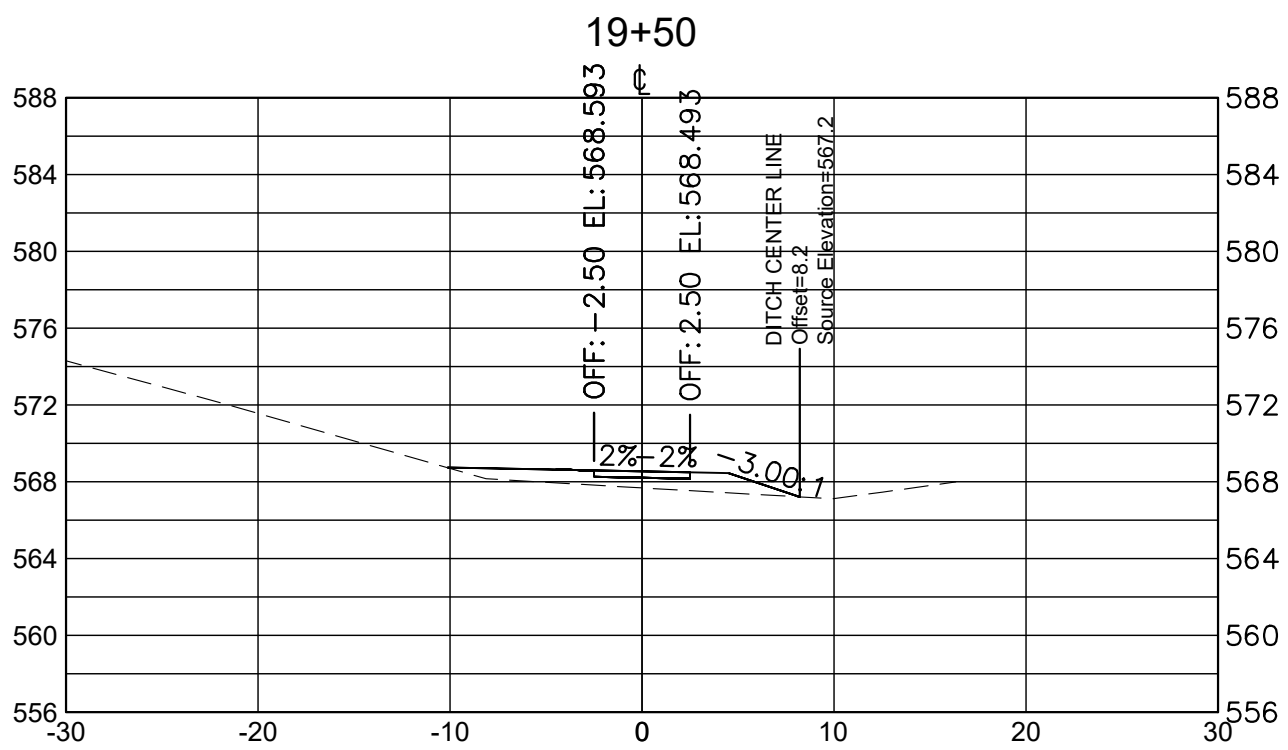
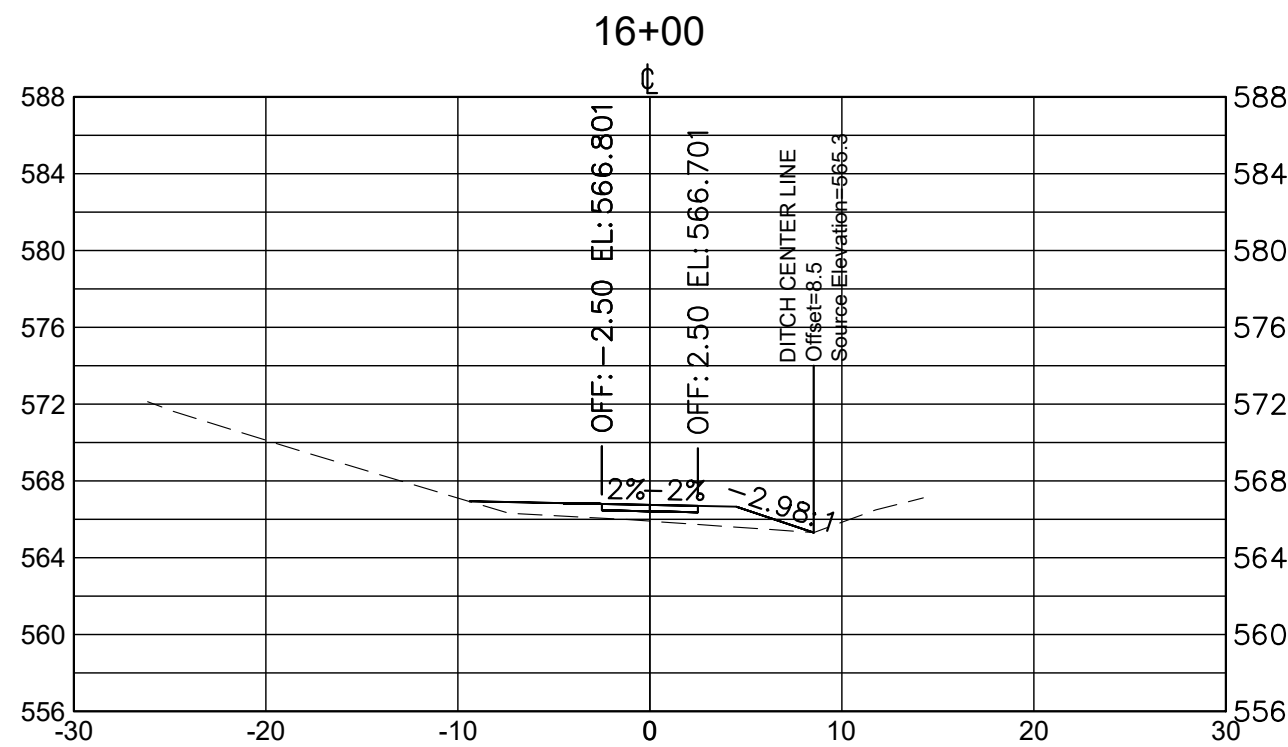
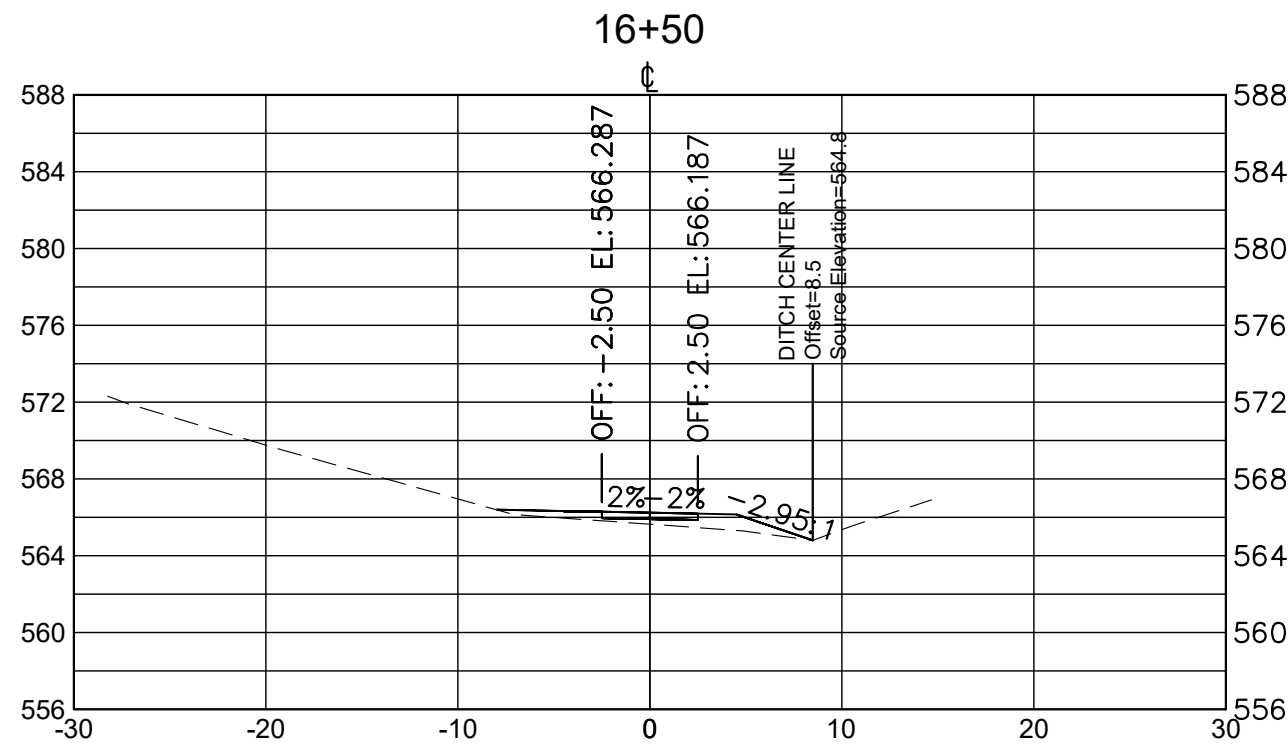
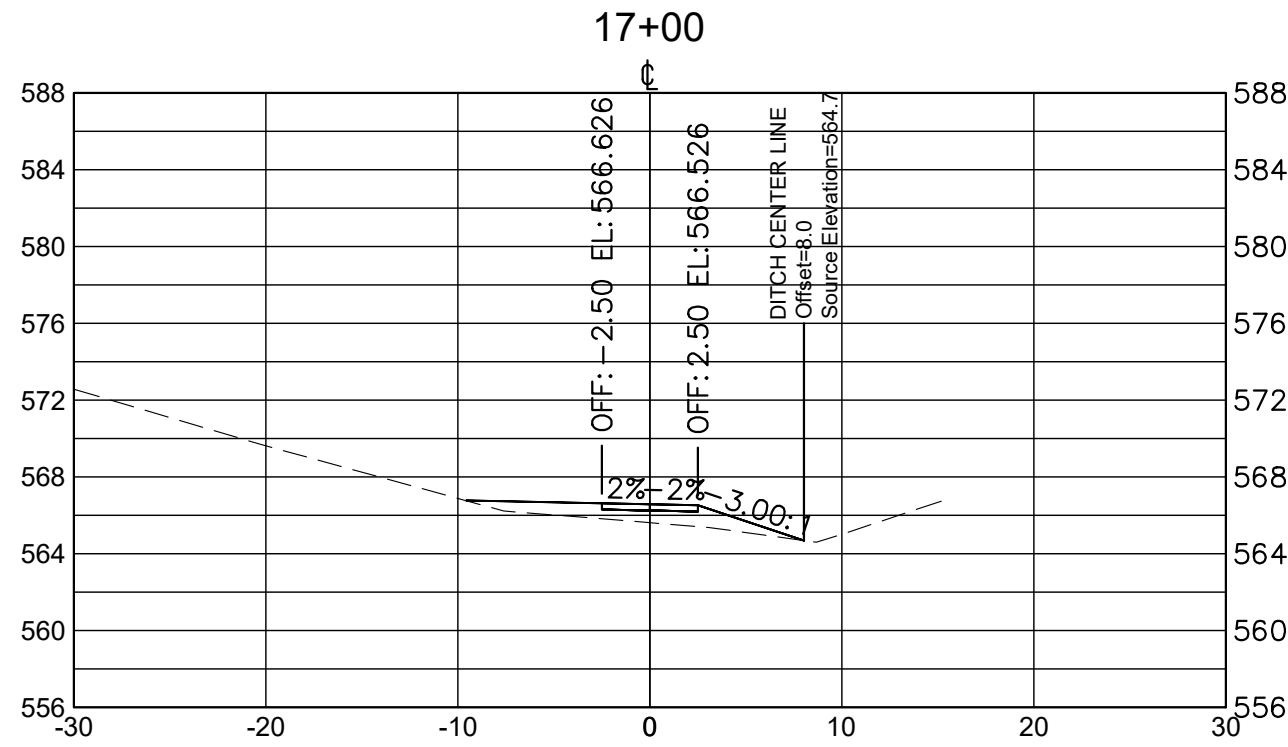
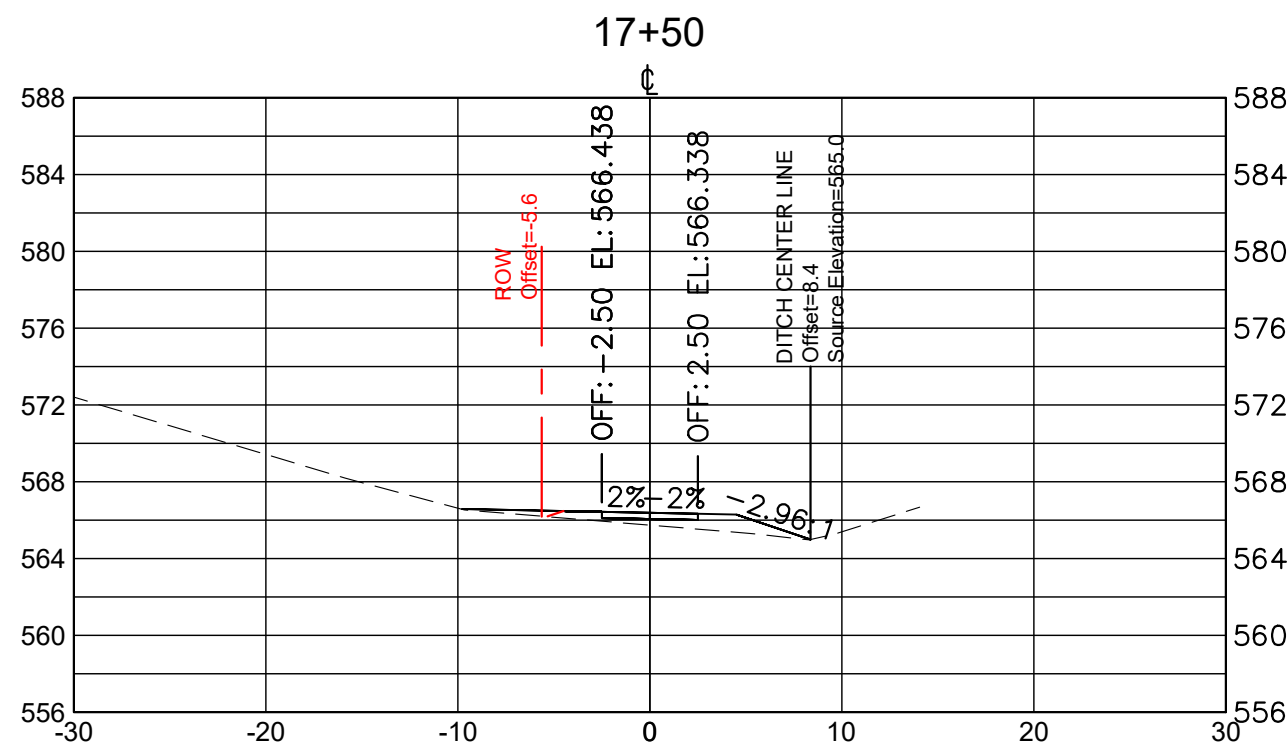
Kimley»Horn
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200 SOUTH TRYON, SUITE 200, CHARLOTTE, NC 28202
PHONE: 704-333-5131
WWW.KIMLEY-HORN.COM

NO.	REVISIONS	DATE	BY

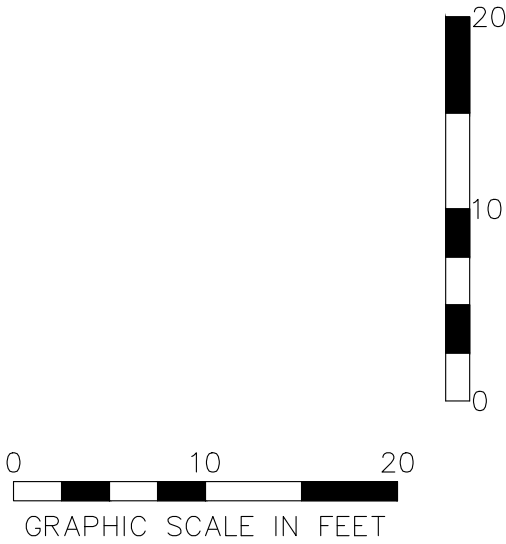
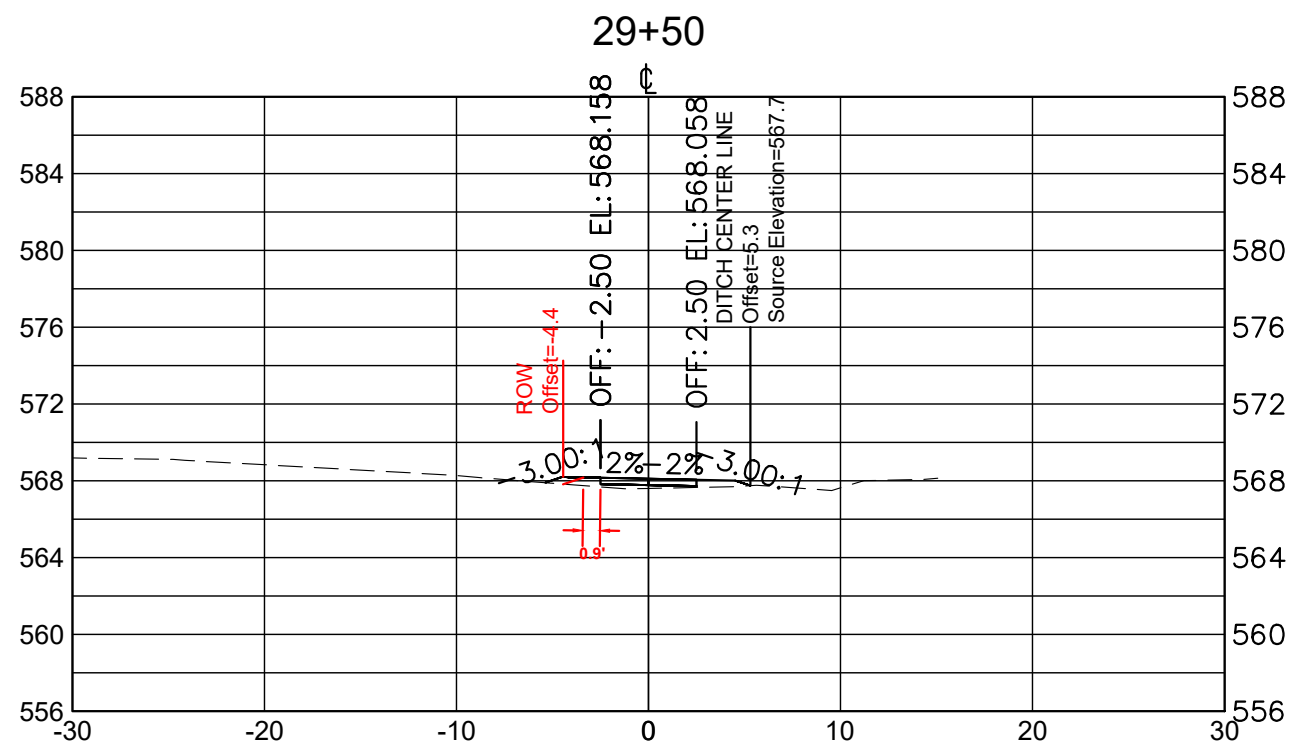
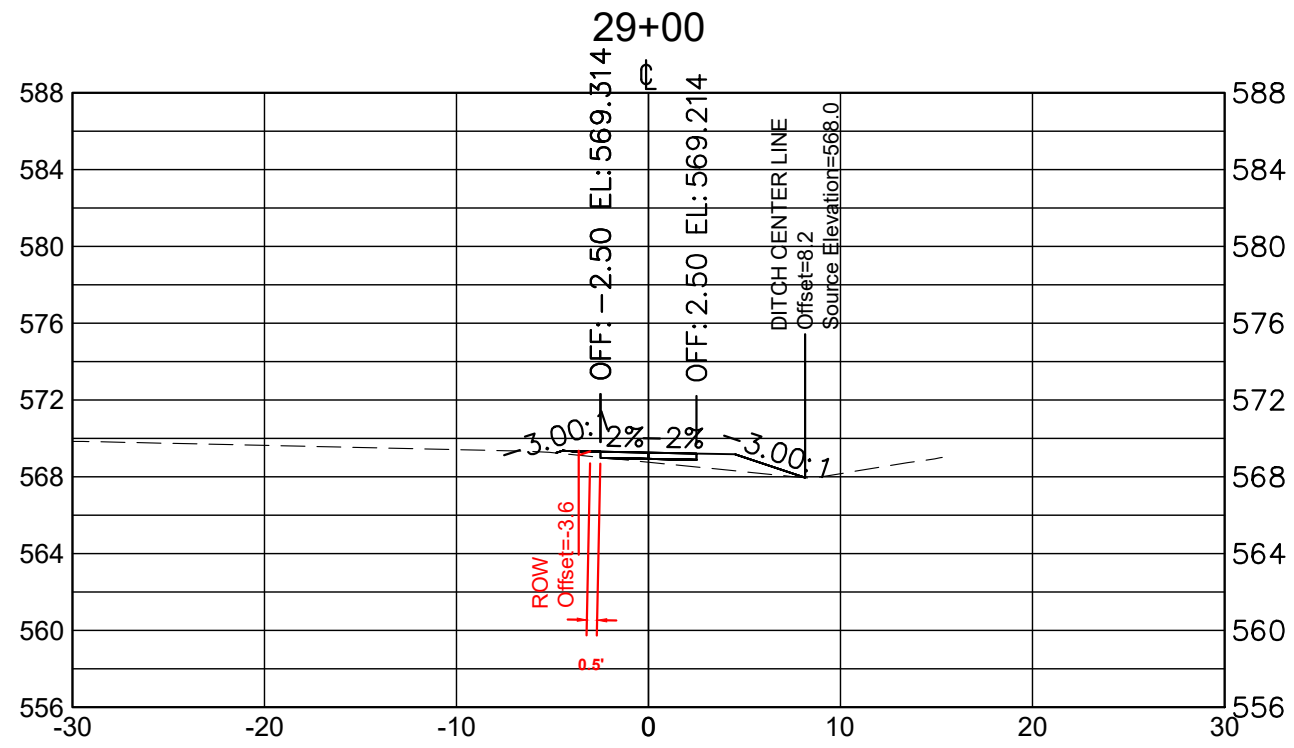
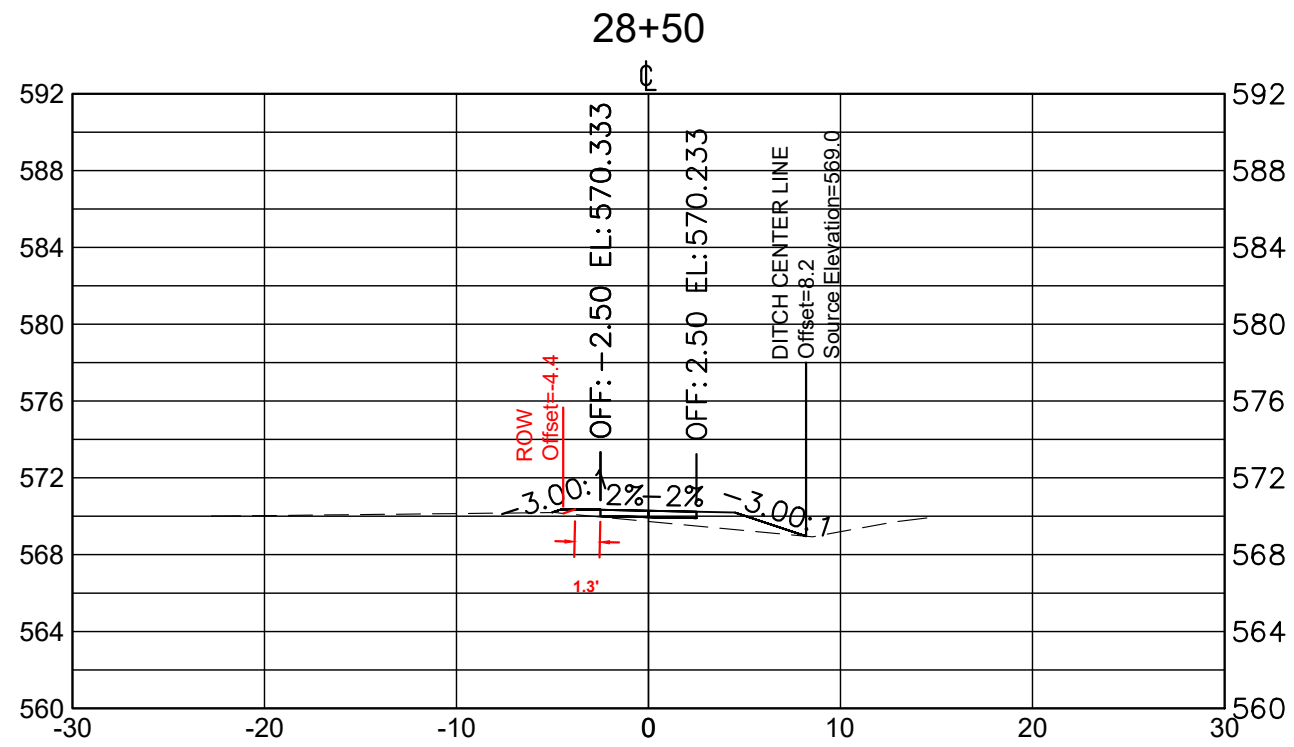
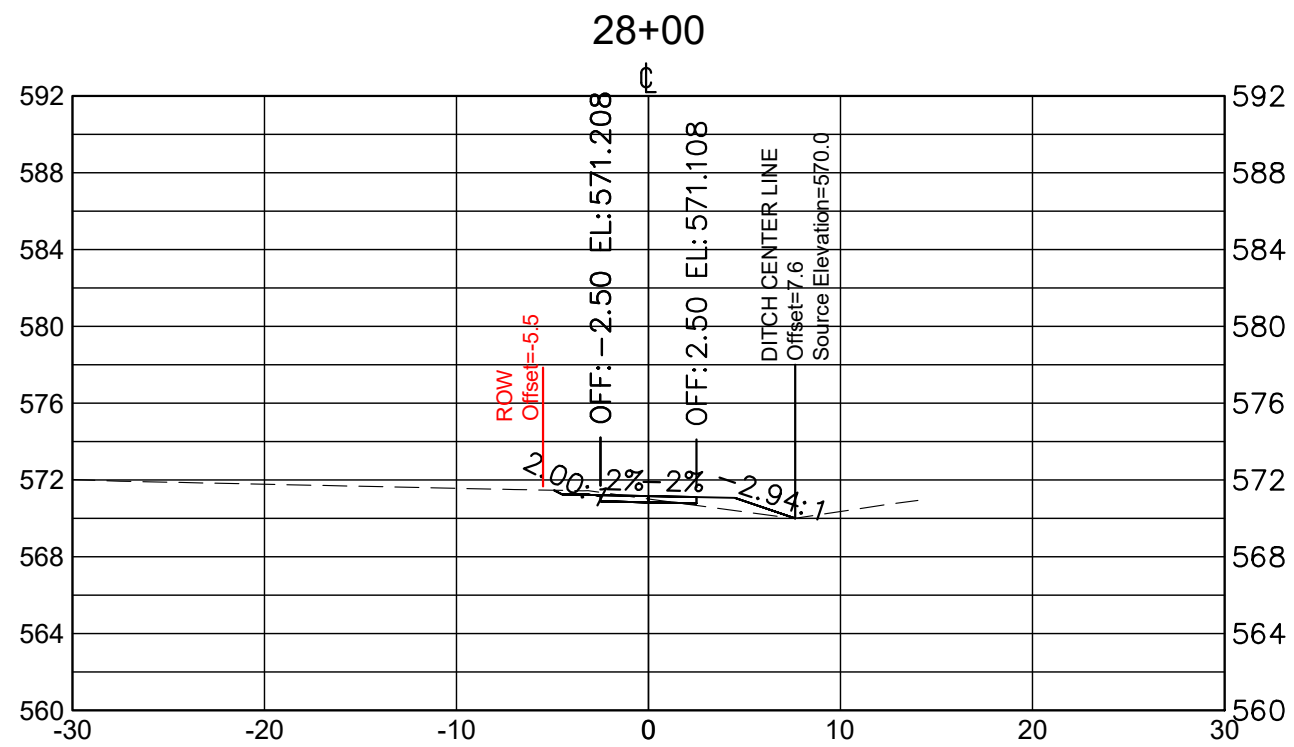
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SHEET NUMBER XS-01		STALLINGS ROAD SIDEWALK PREPARED FOR TOWN OF HARRISBURG HARRISBURG NC		CROSS SECTIONS		KHA PROJECT 018536048 DATE JUNE 2023 SCALE AS SHOWN DESIGNED BY ARM DRAWN BY NCD CHECKED BY ARM				Kimley»»Horn © 2023 KIMLEY-HORN AND ASSOCIATES, INC. 200 SOUTH TRYON, SUITE 200, CHARLOTTE, NC 28202 PHONE: 704-333-5131 WWW.KIMLEY-HORN.COM		No. _____ REVISIONS _____ DATE _____ BY _____	
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STALLINGS ROAD SIDEWALK PREPARED FOR TOWN OF HARRISBURG HARRISBURG NC	CROSS SECTIONS	KHA PROJECT 018536048 DATE JUNE 2023 SCALE AS SHOWN DESIGNED BY ARM DRAWN BY NGD CHECKED BY ARM		 © 2023 KIMLEY-HORN AND ASSOCIATES, INC. 200 SOUTH TRYON, SUITE 200, CHARLOTTE, NC 28202 PHONE: 704-333-5131 WWW.KIMLEY-HORN.COM	REVISIONS	BY
						No.
						DATE



**STALLINGS ROAD
SIDEWALK**
PREPARED FOR
TOWN OF HARRISBURG
HARRISBURG NC

CROSS SECTIONS

KHA PROJECT	018536048
DATE	JUNE 2023
SCALE	AS SHOWN
DESIGNED BY	ARM
DRAWN BY	NGD
CHECKED BY	ARM





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No.		REVISIONS		DATE		BY	



TOWN OF HARRISBURG, NORTH CAROLINA
DECLARATION OF OFFICIAL INTENT TO REIMBURSE

This declaration (the "Declaration") is made pursuant to the requirements of the United States Treasury Regulations Section 1.150-2 and is intended to constitute a Declaration of Official Intent to Reimburse under such Treasury Regulations Section.

The undersigned is authorized to declare the official intent of the Town of Harrisburg, North Carolina (the "borrower") with respect to the matters contained herein.

1. **Expenditures to be Incurred.** The Borrower anticipates incurring expenditures (the "Expenditures") for the Stallings Rd. Sidewalk – Phase II Project, referred to as the "Project."
2. **Plan to Finance.** The Borrower intends to finance the costs of the Project with the proceeds of debt to be financed with a financial institution (the "Borrowing"), the interest on which is to be excluded from gross income for Federal Income tax purposes.
3. **Maximum Principal Amount of Debt to be Borrowed.** The maximum principal amount of the Borrowing to be incurred by the Borrower to finance the Project is not to exceed \$2,350,000, the total construction and issuance costs for the combined transportation projects.
4. **Declaration of Official Intent to Reimburse.** The Borrower hereby declares its official intent to reimburse itself with the proceeds of the Borrowing for any of the Expenditures incurred by it prior to the issuance of the Borrowing.

This resolution is effective upon its adoption this 10th day of March, 2025.

The motion to adopt this resolution was made by Councilmember _____, seconded by Councilmember _____ and passed by a vote of _____ to _____.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk

This is to certify that this is a true and accurate copy of Resolution No. _____ adopted by the Harrisburg Town Council on the 10th day of March, 2025.

[Clerk]

Date



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Resolution requesting NCDOT turn over maintenance of a portion of Stallings Road to the Town of Harrisburg.

Presenting Personnel:

Devin Huston, Town Engineer

Suggested Motion or Action:

If approved:

Motion to adopt the attached resolution requesting to formally take over maintenance of the segment of Secondary Road 1161 (Stallings Road) starting at the Eastern edge of the public Right of Way of Harrisburg Veterans Road at the intersection with Harrisburg Veterans Road and Stallings Road, and ending at the Eastern edge of the public R/W of Cotton Street at the intersection of Cotton Street and Stallings Road, as shown on the attached exhibit map identifying the limits of the segment.

Description/Background:

Assuming maintenance of a segment of Stallings Road gives the town more flexibility over landscaping and other design elements of the roadway, including both roundabouts.

Recommendation:

Staff recommends adopting the attached Resolution to accept a portion of Stallings Rd. into the Town's maintenance network.

Fiscal Impact:

There is no immediate fiscal impact; however, if NCDOT turns over maintenance of Stallings Road to the Town then future maintenance costs become the Town's responsibility. The increased Town-maintained street mileage will be reflected on the 7/1/2025 Powell Bill Map, incrementally increasing the Town's annual Powell Bill funding.

Attachments:

1. Stallings Road Maint. Resolution



**RESOLUTION REQUESTING TO TAKE OVER MAINTINANCE OF A PORTION OF
SECONDARY ROAD 1161 (STALLINGS ROAD) TO THE TOWN OF HARRISBURG, NC**

WHEREAS, the full length of Secondary Road 1161 (Stallings Road) is currently Maintained by NCDOT; and

WHEREAS, the Town of Harrisburg desires NCDOT to abandon approximately 1.2 miles of Secondary Road 1161 (Stallings Road) from the State Maintained System; and

WHEREAS, the Town of Harrisburg agrees to add the abandoned segment of Secondary Road 1161 (Stallings Road) to the Town's locally maintained street network.

NOW, THEREFORE, BE IT RESOLVED by the Town Council as follows:

The Town of Harrisburg hereby requests to formally take over maintenance of the segment of Secondary Road 1161 (Stallings Road) starting at the Eastern edge of the public Right of Way of Harrisburg Veterans Roat at the intersection with Harrisburg Veterans Road and Stallings Road, and ending at the Eastern edge of the public R/W of Cotton Street at the intersection of Cotton Street and Stallings Road, as shown on the attached exhibit map identifying the limits of the segment.

This resolution is effective upon its adoption on this 10th day of March 2025.

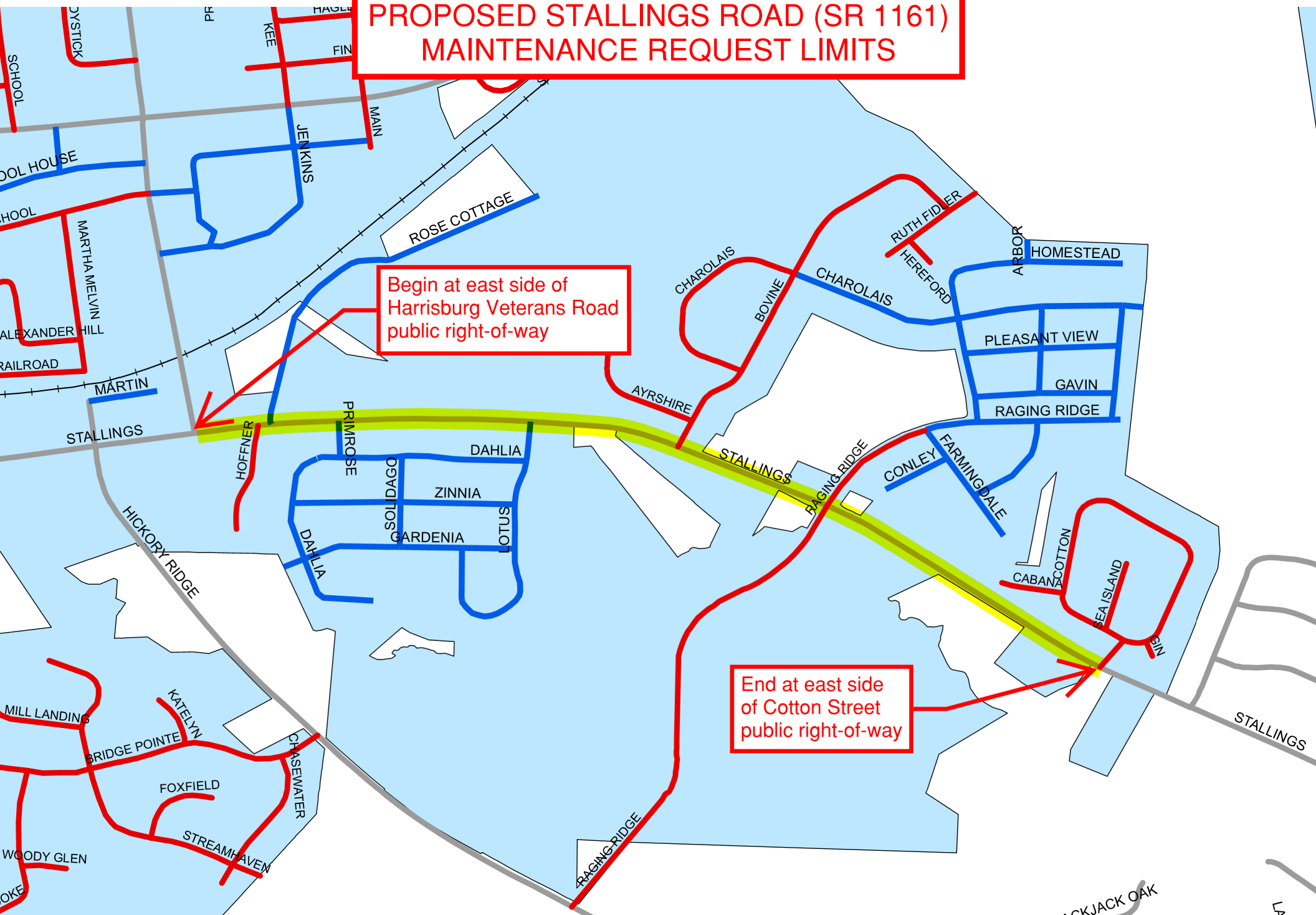
The motion to adopt this resolution was made by Councilmember _____,
seconded by Councilmember _____ and passed by a vote of _____ to _____.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk

PROPOSED STALLINGS ROAD (SR 1161) MAINTENANCE REQUEST LIMITS



Begin at east side of
Harrisburg Veterans Road
public right-of-way

End at east side of
Cotton Street
public right-of-way



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of amended FY2025 Schedule of Fees to include an additional Solid Waste cart rental fee and unreturned cart fee

Presenting Personnel:

Jonathan Young, Public Works Director

Suggested Motion or Action:

If approved:

Motion to approve the adoption of the new Solid Waste additional cart rental and non-returned cart fees into the FY2025 Schedule of Fees.

Description/Background:

With the roll-out of the new Town of Harrisburg-branded and owned solid waste and recycling carts, there is a possibility that some residents may want an additional cart. There are currently over 100 residents in the Town of Harrisburg that have at least one additional cart but contract this service directly through Waste Pro at an additional fee of \$12 per month per cart, with rates subject to CPI increases each year. The Town would like to offer the same service at the same rate in order to maintain the same offerings available today. The Town of Harrisburg does not currently pay for the additional carts to be serviced, which is the main reason for the fee request. Ancillary to the cost of service would be a small lease fee to cover the capital cost of the additional carts. The unreturned-cart fee is simply to encourage homeowners that no longer wish to have an additional cart or are moving, to return the cart to the Town of Harrisburg for use at another residence. This fee will be maintained at the current replacement cost of the cart.

Recommendation:

Staff recommends approval of the revised fee schedule with the new fees added.

Fiscal Impact:

The new fees will offset the current cost of \$9.46 per month the town currently pays to service the carts along with a small lease fee to cover the capital cost of the cart. The \$12 per month fee should allow the town to keep the fee consistent for a few years, even with the yearly cost adjustments built into the Waste Pro contract. An unreturned cart fee of \$50 is also being added to ensure the additional cart is returned to the Town upon the resident moving or canceling the service.

For the first 12 months from inception, estimated fiscal impacts are as follows:

Estimated annual revenue - \$14,400

Estimated annual cost to service - \$11,500

Initial Cart Purchase - \$5,100 (useful life of 10+ years)

The new monthly fee and unreturned cart fee have been added to the FY2025 Schedule of Fees and are shown in red font.

Attachments:

1. 2025 Schedule of Fees - Amended 3.10.2025



Town of Harrisburg, North Carolina

Schedule of Fees

Fiscal Year 2025

Amended 3/10/2025

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Water and Sewer	5 - 8
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Parks & Recreation	10
Fire	11 - 13

Town of Harrisburg, North Carolina
Schedule of Fees
Fiscal Year 2025

GENERAL FEES

Copy Machine Fee	\$0.25 per copy
Passport Acceptance Fee	\$35 per Application
Renewal fee	\$7.50 per Application
Electric Vehicle Charging Station Harrisburg Park - 6.6 kW Charger	\$0.80 per hour
Solicitation Permit Application Fee	\$25 per Application
Credit Card Fees	Convenience Fee - \$2.50 per transaction Surcharge - 2.50% of amount of charge

Miscellaneous Zoning Fees

Copy of UDO	\$50
Map Fees	
17" x 22" Maps (ANSI C)	\$15
22" x 34" Maps (ANSI D)	\$20
34" x 44" Maps (ANSI E)	\$25

Double Fees: Where construction begins without the appropriate permits in place, costs shall be doubled.

Traffic Control

Temporary traffic control for parades, block parties and special events	
Barricades	\$5/day
Detour signs	\$5/day
Cones	\$0.50 each/day

ENVIRONMENTAL PROTECTION

Residential Solid Waste and Recycling	\$10/month
Additional Cart Rental & Service Fee	\$12/month
Unreturned Additional-Cart Fee	\$50

Town of Harrisburg, North Carolina
Schedule of Fees
Fiscal Year 2025

PLANNING

Subdivision Case Fees

Annexation Fee	\$300 per application; additional \$25 per acre for tracts larger than 5 acres
Preliminary Plat Review	\$1,500 plus \$25 per lot
Preliminary Plat - Minor Revision	\$500 (no board hearing required)
Preliminary Plat - Major Revision	\$1,000 (board hearing required)
Final Plat Review - Major Subdivision	\$350 per map sheet (If a third submittal is required an additional review fee will be collected)
Final Plat Review - Minor Subdivision	\$150 per map sheet (If a third submittal is required an additional review fee will be collected)
Exempt Plats	\$150 per map sheet
Time Extension for Plat Approval	\$150
Sketch Plat or Sketch Plan Review	\$450
Construction Plans	\$2,000 plus \$50 per acre

Town of Harrisburg, North Carolina
Schedule of Fees
Fiscal Year 2025

ZONING

Zoning Case Fees	
Vested Rights	\$400
Vested Rights Extension	\$150
Conventional Zoning Map Amendment (Residential - less than 10 acres)	\$500 plus \$10 per acre and legal advertising costs
Conventional Zoning Map Amendment (Residential - 10 or more acres)	\$2,500 plus \$25 per acre and legal advertising costs
Combined Residential Rezoning/Preliminary Plat Expedited Request	\$4,000 plus \$25 per lot and legal advertising costs
Conventional Zoning Map Amendment (Non-Residential/Mixed Use)	\$1,500 plus \$25 per acre and legal advertising costs
Text Amendment to UDO	\$500 plus legal advertising costs
Applicant Appeal to Elected Board	\$300 plus advertised costs
Conditional District Rezoning	\$2,500 plus \$25 per acre ¹ and neighborhood notice/legal advertising costs
Appeal to Elected Board by Applicant	\$300 plus advertising costs
Neighborhood Meeting Notices (Adjoining owners within 300 feet)	\$100 plus \$1.00 per mailing address
Public Hearing Notices and Legal Advertising (Adjoining owners within 300 feet)	\$400 plus \$1.00 per mailing address
Re-advertising Cost (due to applicant action)	\$300 plus \$1.00 per mailing address for notices
Architectural Review	\$300
Street Name Change Petition (privately initiated)	\$500 + cost of new street sign(s)
Zoning Site Plan Review - If a third submittal is required, an additional fee will be collected	
Minor Site Plan Review	\$500 plus \$5 per acre
Major Site Plan Review	\$600 plus \$5 per acre
Board of Adjustment Fees	
Special Use Permit Application - Non-Residential	\$600 plus \$25 per acre and legal advertising costs
Special Use Permit Application - Residential	\$500 plus \$5 per acre and legal advertising costs
Variance Application	
Residential	\$500
Non-Residential	\$600
Variance Public Notice	\$100 plus \$1.00 per mailed notice (300-feet of site)
Appeal of Administrator Decision/Interpretation Request	\$300 plus same public notice fee as Variance.

Double Fees: Where construction begins without the appropriate permits in place, costs shall be doubled.

Town of Harrisburg, North Carolina
Schedule of Fees
Fiscal Year 2025

ZONING

Zoning Permit Fees	
Single, Two Family structures and mobile homes	\$150
Single Family attached/Multi-Family	\$300 plus \$5 per unit
Residential Addition/Accessory Structures	\$100
Commercial, Institutional and Industrial - New Construction or Addition	
1,000 SQ. FT. or less	\$250
1,001 - 5,000 SQ. FT.	\$350
5,001 - 10,000 SQ. FT.	\$450
Greater than 10,000 SQ. FT.	\$450 plus \$0.05 for each SQ. FT. over 10,000
Temporary Zoning Certificate of Compliance (TCOC) - Includes Review of Cost Estimates	\$250
Release of TCOC - Includes Final Inspection	\$150
Temporary Use Permits	\$75
Food Truck Annual Permit (Special Use Permit only)	\$100
Home Occupation Permits	\$75
Administrative Adjustment - Residential	\$100
Administrative Adjustment - Non-Residential	\$300
Zoning Verification Letter	\$100
Certificate of Non-Conformity Adjustment	\$400
Golf Cart Registration	\$25
Floodplain Development Permit - Minor	\$100
Floodplain Development Permit - Major (LOMR/CLOMR Reviews)	\$300
Sign Permits	
Permanent Sign	\$100
Master Sign Package	\$250 plus Conditional Zoning Fee (if applicable)
Outdoor Advertising Sign (Billboard)	\$1,000
Permit Re-Issuance - Minor Change	\$25

Double Fees: Where construction begins without the appropriate permits in place, costs shall be doubled.

Town of Harrisburg, North Carolina
Schedule of Fees
Fiscal Year 2025

WATER & SEWER

Water and sewer charges shall be as authorized by Code Sections 50.44, 51.30 and 51.31, of the Town Code of Ordinances.

Water & Sewer Rates
(Inside Town Limits)

Residential Water Rates	0-2,000 - \$13.79 (first 2,000 gallons) 2,001-6,000 - \$8.46 per additional 1,000 gallons 6,001-9,000 - \$9.81 per additional 1,000 gallons 9,001 and above - \$11.30 per additional 1,000 gallons
Residential Sewer Rates	0-2,000 - \$11.00 (first 2,000 gallons) 2,001 and above - \$9.32 per additional 1,000 gallons
Commercial Water Rates	0-2,000 - \$28.42 (first 2,000 gallons) 2,001-15,000 - \$10.04 per additional 1,000 gallons 15,001 and above - \$11.73 per additional 1,000 gallons
Commercial Sewer Rates	0-2,000 - \$18.94 (first 2,000 gallons) 2,001 and above - \$10.97 per additional 1,000 gallons

Water & Sewer Rates
(Outside Town Limits)

Residential Water Rates	0-2,000 - \$19.74 (first 2,000 gallons) 2,001 and above - \$13.04 per additional 1,000 gallons
Residential Sewer Rates	0-2,000 - \$16.25 (first 2,000 gallons) 2,001 and above - \$13.29 per additional 1,000 gallons
Commercial Water Rates	0-2,000 - \$40.69 (first 2,000 gallons) 2,001-15,000 - \$12.56 per additional 1,000 gallons 15,001 and above - \$13.75 per additional 1,000 gallons
Commercial Sewer Rates	0-2,000 - \$27.88 (first 2,000 gallons) 2,001 and above - \$14.86 per additional 1,000 gallons
Flat Sewer Rates	\$69.48

Storm Water Charge

Charge Per Equivalent Residential Unit (ERU)*	\$5.90 / Month
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*One (1) Commercial Property ERU equates to 3,723 SF of impervious area

Town of Harrisburg, North Carolina
Schedule of Fees
Fiscal Year 2025

WATER & SEWER

Other Water and Sewer Charges and Fees

Account Delinquency Fee*

Charge for water/sewer account after delinquency due to nonpayment	\$100
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Late Fee

Late fee (will be charged on accounts with unpaid balances beyond the 15th of the month)	\$10
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Returned Item Fee

After customer has been charged a returned item fee three times, the Town will no longer accept checks from that customer	\$35
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Water and Sewer Deposit/Set-up Fee

W/S Deposit (refundable)	\$45
W/S Set-up fee (one-time fee, non-refundable)	\$30

Meter Test Charges

Meter Test Charge (only if meter is working properly; no charge if meter is not working properly)	\$25
Interrogate Meter - Customer Requested (First request at no cost)	\$50
Testing Meter - Customer Requested	\$100

Other Water and Sewer Charges

Non-emergency after hours water reconnections	\$100
Meter Change Out - Customer Requested	\$275
Water use permit for tank/tankers	\$50
Move existing water service to another location on the same property	At cost (labor, equipment and materials)

Fees for Violations of Mandatory Water Restrictions (When Applicable)

Residential	
First offense	\$100
Second and subsequent offense	\$300
Commercial/Industrial	
First offense	\$500
Second and subsequent offense	\$1,500

** 50% of the account delinquency fee can be credited back to the customer one time for the life of the account if the past due balance and all fees are paid in full before service is disconnected*

Town of Harrisburg, North Carolina
Schedule of Fees
Fiscal Year 2025

WATER & SEWER

Water Charges

Meter Size (in.)	Water System Development Charges	Facility Charge	Water Meter Delivery Charge	Total	Connection Charge¹
5/8	\$4,280	\$590	\$0	\$4,870	\$1,220
1	\$10,750	\$820	\$0	\$11,570	\$1,280
1 1/2	\$21,500	\$1,050	\$0	\$22,550	\$2,070
2	\$34,400	\$1,550	\$0	\$35,950	\$2,350
3	\$68,830	Cost + 10%	\$100	To Be Determined	To Be Determined
4	\$107,560	Cost + 10%	\$100	To Be Determined	To Be Determined
6	\$215,130	Cost + 10%	\$100	To Be Determined	To Be Determined
8	\$344,230	Cost + 10%	\$100	To Be Determined	To Be Determined

¹Time and Materials. 50% of the charges can be waived if connections and services are installed by applicant. 3-inch and larger services will be charged on a time and materials basis.

Sewer Charges

Meter Size (in.)	Sewer Service Size (in.)	Sewer System Development Fees	Connection Charge¹
5/8	4	\$2,970	\$1,220
1	4	\$7,430	\$1,280
1 1/2	4	\$14,880	\$2,070
2	4	\$23,820	\$2,350
3	4	\$47,640	To Be Determined
4	4	\$74,440	To Be Determined
6	4	\$148,890	To Be Determined
8	4	\$238,230	To Be Determined

¹Time and Materials. 50% of the charges can be waived if connections and services are installed by applicant. 3-inch and larger services will be charged on a time and materials basis.

Town of Harrisburg, North Carolina
Schedule of Fees
Fiscal Year 2025

WATER & SEWER

Irrigation Service Charges

Meter Size (in.)	Water System Development Charges	Facility Charge	Water Meter Delivery Charge	Total	Connection Charge¹
5/8" T-Splice	\$4,280	\$590	\$0	\$4,870	\$0
5/8	\$4,280	\$590	\$0	\$4,870	\$1,220
1	\$10,750	\$820	\$0	\$11,570	\$1,280
1 1/2	\$21,500	\$1,050	\$0	\$22,550	\$2,070
2	\$34,400	\$1,550	\$0	\$35,950	\$2,350
3	\$68,830	Cost + 10%	\$100	To Be Determined	To Be Determined
4	\$107,560	Cost + 10%	\$100	To Be Determined	To Be Determined
6	\$215,130	Cost + 10%	\$100	To Be Determined	To Be Determined
8	\$344,230	Cost + 10%	\$100	To Be Determined	To Be Determined

¹ Time and Materials. 50% of the charges can be waived if connections and services are installed by applicant. 3-inch and larger services will be charged on a time and materials basis.

Temporary Hydrant Meter Charge

Construction use for 60 days or less

Temporary meter service charge	\$200
Security deposit	\$1,000

Monthly charges consist of:

- Service charge for meter size
- Usage rates based on meter reading and size

Hydraulic Fire Flow Testing (per test)	\$225
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Private Fire Protection Service Charges

Meter Size (in.)	Fee
<4	\$60.00
4	\$60.00
6	\$110.00
8	\$160.00
10	\$240.00
12	\$380.00

Town of Harrisburg, North Carolina
Schedule of Fees
Fiscal Year 2025

ENGINEERING

Residential & Commercial Construction Plans

Water and Sewer	\$3,100 plus \$100 per acre of entire site
Roadway and Storm Water System	\$3,100 plus \$100 per acre of entire site
Storm Water Quality and Detention	\$2,600 plus \$100 per acre of entire site
Grading and Erosion Control	\$1,200 plus \$100 per acre of entire site

Other Engineering Review & Inspection Fees

Expedited Review Fee	\$2,500 Minor Commercial Plan ¹ \$6,750 Residential Subdivision/Major Commercial Plan
Revision to Approved Plan	20% of original review fee
Harrisburg Encroachment Application Review	\$250
NCDOT Utility Encroachment Application Review	\$150
NCDOT Driveway Permit Review	\$100
	\$100
NCDENR - Division of Water Quality Application Review/Execution	
NCDENR - Division of Public Water Supply Application Review/Execution	\$100
"Letter of Intent to Serve" with Water and Sewer (If the proposed site requires a Water Model be run, the fee will be assessed)	\$500
Letter of Credit Review - Includes Partial Release Request	\$250 + Engineer's cost
Conditional Re-zoning Plat Review	\$500
Preliminary Plat Review	\$300
Annual Storm Water BMP Inspection/Certification Review	\$350
Town of Harrisburg Inspection (Failure to submit report)	Actual cost incurred by Town plus 2x the certification fee
Infrastructure Inspections	
Roadway	\$1.50 per LF
Storm Sewer	\$1.50 per LF
Water Line	\$1.50 per LF
Sanitary Sewer	\$1.50 per LF
Final Grading	\$75 per acre
Bridge or Culvert, 42" or greater	\$20 per LF
Greenway	\$1.00 per LF
Lot Grading	
Permit	\$250
Inspection	\$150
Third Part Testing / Inspections	Actual cost incurred by Town

Review fees cover initial submittal and the second submittal addressing comments. If a third submittal is required, an additional fee will be collected. Fees are due at time of submittal for review to commence.

¹ *In addition to the standard review costs.*

Town of Harrisburg, North Carolina
Schedule of Fees
Fiscal Year 2025

PARKS & RECREATION

For all Parks and Recreation fees, "Resident" refers to participants who are taxpayers of the Town of Harrisburg.

Athletics

	Town ¹	
	Resident ²	Non-Resident
Pewee Sports (Age 3/4)	\$45	\$95
Baseball	\$90	\$140
Basketball	\$90	\$140
Cheerleading	\$200	\$250
Flag Football (Age 5/6)	\$90	\$140
Football	\$250	\$300
Soccer	\$90	\$140
Adult Team Registration	\$450	\$450
Late Registration Fee	\$25	\$25

¹ Refunds of registration fees are subject to a \$10 administrative fee and only credited toward a future registration.

² There is a \$270 per family, per season maximum for all sports registration fees. This \$270 maximum does not apply to Pop Warner registration or Out-of-Town residents.

Facilities Rental³

	Town	
	Resident	Non-Resident
SplashPad		
Two (2) Hour Individual Pass	\$0.00	\$3.00
Group Rental - per person	\$3.00	\$3.00
Shelter Rental		
Hourly Rate	\$30	\$40
Half Day	\$100	\$140
Full Day	\$140	\$200
Field Rental		
Field Rental Per Field Hourly Rate	\$50	\$100
Light Fee per Field	\$15	\$25

³ Refunds of rental fees are subject to a \$10 administrative fee.

Town of Harrisburg, North Carolina
Schedule of Fees
Fiscal Year 2025

FIRE

Fire Inspection Program Fees

Periodic Inspection, State Mandated	\$0.00 1st and 2nd inspections \$25 for the 3rd inspection plus \$150 for each violation not corrected
Foster Care Safety Inspection	\$25
Group Home Safety Inspection	\$25
Daycare State License Inspection	\$50
Fire Certificate of Occupancy (Final Inspection)	\$100
ABC Permit Inspection	\$150

Commercial Building and Site Plan Review Fees¹

Commercial Plans or Commercial Up-fit Plan Reviews are Done by Square Footage (Sq Ft).

Less than 5,000	\$350
5,000 to 9,999	\$400
10,000 to 24,999	\$500
25,000 to 49,000	\$650
50,000 or greater	\$0.020 per Sq Ft
Fire Site Review for Rezoning Commercial/Subdivisions	\$250
Fire Site Review for Commercial / Subdivisions	\$300
Fire Certificate of Occupancy (Final Inspection)	\$100

¹ For Multi-Tenant Buildings, Fees are per Tenant

If a third submittal is required, an additional review fee of \$150 will be collected.

Plan Review¹

Fixed Fire Suppression System (Hood Systems- Ansul)	\$200 - plus \$100 performance test
Fire Alarm System	\$300 - plus \$100 performance test
Sprinkler System	\$300 - plus \$100 performance test
Residential Sprinkler System (1 & 2 Family Dwellings)	\$200 - plus \$100 performance test
Stand Pipe System	\$200 - plus \$100 performance test
Fire Pump & Related Equipment	\$200 - plus \$100 performance test

¹ For Multi-Tenant Buildings, Fees are per Tenant

Town of Harrisburg, North Carolina
Schedule of Fees
Fiscal Year 2025

FIRE

Fire Prevention Education Program Fees

Public Education Events	None
Fire Prevention for Business/Industry	\$25 / hour plus Material Cost Reimbursement

Installation, Construction and Operation Permit Fees

Blasting - 90 days	\$250 (per site)
Explosive Storage	\$200
Carnivals & Fairs	\$200
Covered Mall Buildings	\$200
Exhibits & Trade Shows	\$150 (each)
Fireworks Display: Outdoor/Indoor	\$300 (per day)
Pyrotechnical Special Effects Materials	\$200
Hydrant Flow Test	\$50 (per hydrant)
Spraying & Dipping Operations	\$150
Temporary Membrane Structure, Tents/Canopies	\$50 (each)
Under/Above Ground Storage Tank Installation, Upgrade or Removal	\$200 (per tank)
Fumigation & Thermal Insecticidal Fogging	\$150
Liquid or Gas Fueled Vehicles or Equipment in Assembly Buildings	\$150 (per vehicle)

Town of Harrisburg, North Carolina
Schedule of Fees
Fiscal Year 2025

FIRE

Fines

Occupying a Structure Without a Certificate of Occupancy	\$500 (each day)
Life Safety Violations of Chapter 10 Involving Exit Obstructions as Described in the North Carolina Fire Code	\$500 (each)
All Open Burning Violations as Described in the Fire Protection Ordinance	\$100 (each)
All Other Violations of the North Carolina Fire Code	\$150 (each)
Parking in a Marked Fire Lane	\$100
Life Safety Equipment Installed without Permit or Plans	\$500

Any system installation prior to plans being reviewed or permit issued will result in fees doubled.