



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

**September 8, 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
 - 1. Presentation of Results from the Pavement Management Study and 3-Year Implementation Plan
 - 2. Update on Historical Pharr Mill Project
- 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 August 11, 2025, Town Council meeting
- B. Consider the minutes of the August 11, 2025, Closed Session
- C. Consideration of Purchase Contract for a 2026 Ford F-450 Crew Cab Service Body for the Water and Sewer Department
- D. Consideration of Purchase Contract for three 2026 Chevrolet Silverado 2500HD Crew Cab Service Body Trucks for the Public Works Department
- E. Consideration of H-2025-02-Anx Pit Road Property: Certify the sufficiency of the annexation petition and call for Public Hearing to Annex a property PID#5508033354000 located on Pit Road S.
- F. Consideration of FY2025 Budget Ordinance Amendments for End-of-Year Transfers

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 Supplemental Service Agreement with RK&K for Harrisburg Rail Trail Greenway Design Services
- B. Consideration of Construction Services Contract for Back Creek Greenway Trailhead
- C. Consideration of a Contract with Precision Safe Sidewalks, LLC. for Sidewalk Trip Hazard Removal in Kensington Forest Subdivision
- D. Consideration of design contract for Phase 1 of the Morehead West Sanitary Sewer and Leatherwood Pump Station Decommissioning Capital Improvement Project and related budget amendments

7. **ACTION ITEMS**

8. **CLOSED SESSION**

- A. Closed Session to Discuss Land Acquisition and Personnel Matters

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 August 11, 2025, Town Council meeting

Presenting Personnel:

Janet Rackley, Town Clerk

Suggested Motion or Action:

Motion to approve the minutes of the August 11, 2025, Town Council meeting, as presented.

Description/Background:

Draft minutes from the August 11, 2025, Town Council meeting are presented for consideration.

Recommendation:

Staff recommends approval of the attached council minutes of the August 11, 2025 town council meeting.

Fiscal Impact:

None

Attachments:

1. August 11 Minutes

**TOWN OF HARRISBURG, NORTH CAROLINA
TOWN COUNCIL MEETING
MONDAY, AUGUST 11, 2025
6:00 PM**

MINUTES

Mayor Jennifer Teague called the meeting to order.

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

ABSENT: Councilmember Maurice Price Jr.

**1A.
CALL TO ORDER**

Mayor Teague called the meeting to order.

**1B.
AGENDA ADOPTION**

MOTION:
Councilmember Faw 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**

1. **Presentation of Recommended Enhancements to Pharr Mill Park.** Staff presented conceptual images of some recommended modifications to Pharr Mill Park that will enhance the visitor experience. This will be adding pickleball court, removing a sand volleyball court and adding a nature-friendly play structure to Pharr Mill Park.
2. **Presentation of QwikFix Harrisburg to Enhance Resident Engagement & Efficiency.** Staff introduced a new Town app, QwikFix Harrisburg to the Harrisburg community. It will serve as a platform to connect Harrisburg residents with the Town to report issues and how the Town can more efficiently manage and resolve these requests. This tool will streamline operations and boost community engagement.

3. **Presentation of the 2025 July 4th Celebration.** Staff presented results of the 2025 July 4th Celebration, including a review of this year's event from both Parks and Recreation and Communications standpoints.
4. **Presentation of Development Map.** Staff presented the new development map to be made available on the Town's website for public use.

1F.

PUBLIC COMMENT

- Wally Wallace, 3093 Spring Forest Road, Harrisburg, NC – spoke concerning issues with the paving at Harris Depot Park, questions about the proposed improvements at Pharr Mill Park, July 4th celebration parking issues. Happy to see this new QwikFix app.

2.

CONSENT AGENDA

- A. Consider the minutes of the July 14, 2025, Town Council Meeting
- B. Consideration of Surplus of the Town's 2016 Freightliner M2 Dump Truck with snowplow
- C. Consideration of Surplus of the Town's 2019 Kenworth Jetter truck
- D. Consideration of FY2026 Contract with Charlotte Referee Group for soccer officials
- E. Consideration of FY2026 Contract with Carolinas Umpire Association for baseball, softball, flag football, basketball, adult flag football and adult softball

MOTION:

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

3A.

COMMUNICATIONS

Town Manager Report

- New Parks Athletics Coordinator started today. Matthew Lawrence is from the City of Nitro, West Virginia and served as their Parks and Recreation Director. They have a population of about 5,000 there. He has three years of Parks and Recreation experience and earned his master's degree from West Virginia State University. He has relocated here and is excited about the opportunity to work in a larger metro area. We are happy to welcome Matt to Harrisburg.
- There was a lot of conversation about maintenance this evening. We discuss all of these things during our budget process every year and weigh the cost versus value of everything. QwikFix was one of these items. It costs pennies on the dollar to leverage this technology as a means to streamline things without adding to our staff. I want to make sure that we understand that our staff works very hard, but we are not perfect and will not get everything all the time. What we know about, our guys get out there and fix it pretty quickly. We certainly have some challenges with a growing town, and we have one shot every year to project eighteen months in advance the type of staffing we will need to adequately take care of everything. We have to make sure we are not overstaffing, but we are providing the services our residents want. All in all, our staff does a really good job.
- Shout out to staff for all they do. All of the presentations tonight involved all our departments who work very hard to get things done. Sometimes it is easy to throw expectations out and not

stop to think about how much work goes into it. Everyone works really hard. We have gone through the budget process and shown you our population versus staffing numbers and we outperform the second closest by almost 100%. Our employees per capita are second to none. We always more with less and I would argue that not only do we do more with less, but we probably put a better product out there than most regardless of staffing levels.

3B.
COMMUNICATIONS
Finance Report

Finance Director Brian Lee presented the Finance report.

Before the Law Enforcement Report, Rob Donham gave an introduction to Captain Sherry Nash. She is replacing Captain Chris Measimer, who recently retired.

Captain Sherry Nash has served the Cabarrus County Sheriff's Department for almost 17 years. She started as a detention officer in 2008 before becoming a deputy in the communication center in 2010. She transitioned to patrol in 2012 and then became a field training officer in 2015. After that she quickly rose through the ranks to Sergeant in 2019 and became the Lieutenant here in Harrisburg in 2022. Throughout her career, she has built trusted relationships with the Town, including the leaders and the community as a whole. She has served as a general inspector, stop-stick instructor, and specialized driving instructor. She has also shared her expertise through conducting in-service training for detention officers, taught detention officer certification courses, and assisted with basic law enforcement training instruction. She is an active member in the critical incident and stress management team and pursuit review board. Captain Nash has completed multiple leadership development programs over the years. We want to thank Captain Nash for her service and commitment to excellence and her passion for mentoring and training over the years. We are excited to have her as the new Captain of the Harrisburg Division of the Cabarrus County Sheriff's Department.

3C.
COMMUNICATIONS
Law Enforcement Report:

Captain Sherry Nash presented the Law Enforcement report. Also introduced Lt. Josh Helms. Lt. Helms has 16 years of law enforcement experience, has worked in communications, patrol, the Criminal Investigations Division, and the Crime Reduction Unit. He is the Special Response Team Commander as well as a firearms instructor. We have two new sergeants as well. The first is Sergeant Eric Callicutt. He is a certified General Instructor, Drug Recognition Expert Instructor, Standardized Field Sobriety Testing Instructor, and Field Training Officer. Sergeant Callicutt has 16 years of law enforcement experience. The second is Sergeant Vance McGee. Sergeant McGee has 14 years of law enforcement experience and has served with the Cabarrus County Sheriff's Department for 3 years. His experience includes time as a Patrol Sergeant with Concord PD and he is a member of our Special Response Team, a Firearms Cadre, and has trained over 20 officers, five who currently serve in Harrisburg.

3D.

COMMUNICATIONS

Fire Department Report:

Fire Chief Bryan Dunn presented the Fire Department report.

3E.

COMMUNICATIONS

MAYOR'S COMMENTS

- Hope all students, staff, and faculty had a great first day back at school. Want to remind everyone to be aware of school zones and be a little more patient these first couple of weeks of school as they work everything out.
- I was invited to attend the ribbon cutting for Truliant Federal Credit Union here in Town Center. It's a beautiful facility and we are happy to have them as another financial resource for our community.
- This past Saturday night we had our third Rockin the Burg of the year. It was a great turnout and don't think we could have asked for better weather. We are looking forward to our next one which is on September 13th featuring Absolute Queen. They have a rather large following and it should be a great concert.
- Reminder that September 20th is the Multi-Cultural Festival from 10am-2pm at Harrisburg Park. This is the 7th year of the festival and a great opportunity to learn about other cultures.
- Got an update from Brett Crosby from the YMCA. They are still on target for a September opening. There are still naming opportunities, founding memberships and bricks to purchase.
- We have Movies in the Park coming up this Friday at Harrisburg Park and the second one is on September 5th. All of these dates are online on our website and social media pages.
- Also want to circle back to some comments that were made at the July Council meeting. A couple of residents expressed concerns that Council was not in attendance at a Juneteenth celebration that took place in Harrisburg Park, and I wanted to go back and make sure I didn't miss anything. There are lots of event going on in Cabarrus County and Harrisburg, and we all make a conscious effort to attend all that we can. Several members of the Council attended last year's Juneteenth events, but I simply did not see anything about it. Anyone that wants us to be a part of something, we certainly welcome that invitation. Also want to make sure we get a calendar invite for the sidewalk project public meeting because I have not seen that on my calendar yet either.

3F.

COMMUNICATIONS

COUNCIL COMMENTS

Councilmember Faw

- Kacey is doing an excellent job with the Youth Council, and we were allowed to participate and help interview some of the dozens of candidates we had. That tells me that we have great students who want to be involved in Harrisburg, and that we have parental involvement. It really helps when we have involvement from the community, and I hope they will make Harrisburg their long-term home. This is a wonderful program.

Councilmember Thevenin

- I also want to speak on the Youth Council. I was able to sneak in Saturday morning to their initial meeting. It was a great opportunity to see so many different faces there, and Kacey even let me address them and I just shared with them how proud we are of the work they did last year. It was a great opportunity for them to come together and make new friends. Great kickoff to the new year and thank you to Kacey and Nikki for the work you are doing with this Youth Council. You are making a huge difference, and we appreciate it.

Mayor Pro-Tem Glover

- The last weekend in July we have our NCBEMO summer conference in Greensboro. Every year they work with us, and we get some sort of certification. This year it was a commitment to civility certification, and we also have an opportunity to do that as a Council if you all are interested. Some of us will also be going to Utah in November to present there.

Councilmember Smith

- Need an update on the shrubs at Harmony. Still not any movement there, and now with the sewer project over there we have a bigger eyesore that I have a feeling WSACC is just going to leave it as is once they pull out all their equipment. One side is already done, and it looks like a mudslide. I know that's private property, but it looks like a sled went through there. One side is owned by Harmony and that's where they are storing their equipment. (Rob Donham replied that in general there is a restoration plan. You generally don't just leave it. You have to restore it in some way. I would be surprised to see WSACC leave it without a final restoration plan. They usually do a pretty good job of cleaning it up).
- Do we have an update on our old Harrisburg home that I know we had public comment about either last month or the month before? (Rob Donham replied that they dropped the price. To our understanding there is no activity going on there that is in violation of their agreement. They are continuing to try to sell the property).
- We saw a lot tonight from Kacey, from Elie, from Jim, and honestly government moves slowly. These things weren't drawn up overnight on a whim. They have been in the works for quite some time and have taken a lot of effort. So, thank you all for staying with it and not getting distracted by anything.
- Another thing, Rob mentioned infighting in other Councils, and I am very thankful. I have been on the other side of that. I have seen the infighting, and I can tell you the last four years have been phenomenal with this crew. I can't say enough about the folks that are sitting up here today. For us to have peace and calm, and the interactions we have, is not a credit to us, but more so the management and the staff that support all of us when we are sitting up here. None of this is possible without the support of staff buying onto the ideas that we bring forward.

4A.

PUBLIC HEARING

None

5A.

OLD BUSINESS

None

6A.

NEW BUSINESS

Consideration of FY2026 Budget Ordinance Amendment for increased Pop Warner Football program registrations. The Pop Warner Football program had a large increase in registration for this season. We had anticipated 185 participants for the program but realized 256 actual registrants. Our estimated revenue was \$52,750 but our final registration revenue number was \$73,200. With a registration number of 256 participants, we know that our program expense budget of \$54,775 will fall short of providing the necessary program supplies and expenses, including equipment, insurance, and league fees. We request that the extra revenue be appropriated to the program expense line such that we are able to provide the proportionally increasing expenses to the size of the program.

The Town has already received \$20,450 in revenue over the estimated revenue for the year. With approval of this appropriation of funds into the Pop Warner Football Program, the net impact to the Town is zero, with both gross revenues and expenditures increasing equally. While this will be recognized as additional revenue, it will not fund the entire cost of providing the services to the additional participants. Thus, the Pop Warner boosters have sourced additional equipment and negotiated certain fees in an amount necessary to cover the additional cost.

After some discussion, the following action was taken:

MOTION:

Councilmember Smith made a motion to approve the FY2026 Budget Ordinance Amendment for \$20,450 to recognize additional revenue received and the related program expenditures. Second was made by Councilmember Thevenin. **The motion passed 6-0.**

6B.

NEW BUSINESS

Consideration of FY2026 Budget Ordinance Amendment for the Harrisburg Park Stormwater and Playground Expansion Project. Staff brought this project to the Town Council in June for approval. This project is to correct erosion and runoff issues at the Harrisburg Park playground and add additional playground equipment. The Town Council approved the contract with Churchich Recreation for \$267,500. However, while working through some of the details of the project and preparing for the July 4th Celebration, the official process of entering the requisition to be approved to utilize the FY25 funding lapsed. Staff is asking Council to re-approve the funding for this same project, totaling \$285,000.

After some discussion, the following action was taken:

MOTION:

Councilmember Cotell made a motion to approve the FY2026 Budget Ordinance Amendment and Capital Authorization for the Harrisburg Park stormwater and playground expansion project for \$285,000. Second was made by Councilmember Faw. **The motion passed 6-0.**

7.

ACTION ITEMS

- Follow up on the Harmony issue and WSACC restoration
- Sent out 4 dates for the Council kickoff for the comp plan -all four look like they are not going work, so we are going to add a fifth date that will be one hour prior to the September Council meeting.

8.

CLOSED SESSION

MOTION:

Councilmember Smith made a motion to go into Closed Session to discuss personnel matters. Second was made by Mayor Pro-Tem Glover. **The motion passed 6-0.**

Upon returning from Closed Session, the following action was taken:

MOTION:

Councilmember Smith made a motion to come out of Closed Session to return to regular business. Second was made by Councilmember Thevenin. **The motion passed 6-0.**

9.

ADJOURNMENT

MOTION:

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

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider the minutes of the August 11, 2025, Closed Session

Presenting Personnel:

Janet Rackley, Town Clerk

Suggested Motion or Action:

Motion to approve the minutes of the August 11, 2025, Closed Session.

Description/Background:

Draft minutes from the August 11, 2025, Closed Session are presented for consideration.

Recommendation:

Approval

Fiscal Impact:

None

Attachments:

None



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Purchase Contract for a 2026 Ford F-450 Crew Cab Service Body for the Water and Sewer Department

Presenting Personnel:

Jonathan Young, Public Works Director

Suggested Motion or Action:

Motion to approve the purchase contract with Piedmont Trucks in the amount of \$86,040.70 for a new 2026 Ford F-450 Service Body.

Description/Background:

The Public Works Department seeks to replace an existing 2019 Ford F-450 Crew Cab 4x4 Service Body with a new 2026 of the same model. This truck is currently being used as one of the primary crew trucks for daily work assignments by the Water and Sewer staff.

The existing truck will be surplussed, and anticipates a surplus value of \$40,000 for the 2019 truck, due to low mileage and excellent maintenance. This purchase meets the goals outlined in the Town of Harrisburg Fleet Repair and Replacement Policy.

Recommendation:

Staff recommends approval of the purchase contract with Piedmont Trucks for the new 2026 Ford F-450 Service Body in the amount of \$86,040.70.

Fiscal Impact:

The Town budgeted \$100,000 for this project and the remaining funds in the capital budget will be used to outfit the truck once it is received. The current fiscal impact is \$86,040.70.

This purchase is utilizing the 2024-2029 State of NC Group Purchasing contract and no budget modification is necessary.

Attachments:

1. Piedmont Trucks Bid DPC-704600681-BJ



PIEDMONT TRUCKS



2024-2029 STATE OF NORTH CAROLINA TERM CONTRACT #2510A-Fleet Vehicles-All Types

OPTIONS LIST-CATEGORY G - F450 Cab and Chassis

BID NO. DPC-704600681-BJ

STANDARD ITEMS

16,500lb GVWR, Exterior Color: Oxford White, XL Trim Package, 7.3L V8 gasoline engine, 10-speed automatic transmission, 4.88 regular rear axle, 225/70Rx 19.5" BSW All Purpose tires, Power Equipment Group, PTO Provision, Cruise Control, Air conditioning, AM/FM/MP3 radio with SYNC Bluetooth, Tilt steering wheel, (2) keys, 40/20/40 Vinyl seats-Gray, Vinyl flooring

CAB CHASSIS CONFIGURATION	BODY CODE	BASE BID PRICE	
2026 Ford F450 Crew Cab 4x4-179wb 60"CA chassis cab	W4H-650A		\$57,649.00
		STATE PRICING 6% Discount	
	OPTION	MSRP	

POWERTRAIN

6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 - Includes manual push-button engine-exhaust braking and intelligent oil-life monitor	99T	\$10,995.00	\$10,335.30
Limited Slip w/4.30 Axle Ratio	X4L	\$395.00	\$371.30

WHEELS/TIRES

225/70Rx19.5G BSW Traction - Includes 4 traction tires on the rear and 2 A/P tires on the front	TGM	\$190.00	\$178.60
Spare Tire, Wheel & Jack	512	\$350.00	\$329.00

OTHER OPTIONS

High Mount Stop Lamp	59H	\$100.00	\$94.00
Trailer Brake Controller (incl. Smart Trailer Tow Connector)	52B	\$300.00	\$282.00
Heavy-Service Front Suspension Package - Includes heavy-service front springs	67H	\$125.00	\$117.50
High Capacity Trailer Tow Package - requires Diesel engine	535	\$580.00	\$545.20
Engine Block Heater	41H	\$190.00	\$178.60
410 Amp Alternator	67B	\$115.00	\$108.10
Platform Running Boards-SUPERCAB & CREW CAB ONLY	18B	\$445.00	\$418.30
Rear View Camera & Prep Kit	872	\$515.00	\$484.10
Exterior Backup Alarm	76C	\$230.00	\$216.20
110V/400W Outlet - Includes 1 in-dash mounted outlet	43C	\$175.00	\$164.50

UPFIT OPTIONS

Knapheide 6108D54 - 9' service body - 60"CA DRW, painted white to match cab, Cab Guard, LED compartment lights, Receiver hitch, trailer plug	6108D54	\$13,837.23	\$13,007.00
Spray liner cargo area & compartment tops & rear bumper	SLCT	\$1,661.70	\$1,562.00

Total for chassis & options quote#HBW4HD9SB-71125	Date: 7.11.2025	\$86,040.70
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Town of Harrisburg
Monty Jordan
704.791.7519bp mjordan@harrisburgnc.org



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Purchase Contract for three 2026 Chevrolet Silverado 2500HD Crew Cab Service Body Trucks for the Public Works Department

Presenting Personnel:

Jonathan Young, Public Works Director

Suggested Motion or Action:

Motion to approve three purchase contracts with Modern Chevrolet in the amount of \$57,455 each, for a total of \$172,365, for three new 2026 Chevrolet Silverado 2500HD Service Body Trucks.

Description/Background:

The Public Works Department seeks to replace three existing Public Works Department service vehicles (2015, 2017, and 2017, respectively) with new 2026 Chevrolet Silverado 2500HD Crew Cabs. These trucks are utilized by several Public Works Department teams for various maintenance and repairs throughout the Town.

The existing trucks will be surplussed, with varying surplus values. This purchase meets the goals outlined in the Town of Harrisburg Fleet Repair and Replacement Policy.

Recommendation:

Staff recommends approval of the purchase contracts with Modern Chevrolet for the three new 2026 Chevrolet Silverado 2500HD Service Body Trucks in the amount of \$57,455 each, for a total of \$172,365.

Fiscal Impact:

The Town budgeted \$73,500 for each of these vehicles for a total budget of \$220,500, and the remaining funds in the capital budget will be used to outfit the trucks once they are received. The current fiscal impact is \$172,365.

This purchase is utilizing the NC Sheriff's Association Group Purchasing Contract, 25-11-0912 and no budget modification is necessary.

Attachments:

1. Modern Chevrolet Town of Harrisburg CK20943 Service Body



Dealership Information

Quote Prepared for:

Monty L. Jordan
Public Works Purchasing/Inventory Manager
Town of Harrisburg
4100 Main St., Suite 101
PO Box 100
704.455.0730
mjordan@harrisburgnc.org

Prepared By:

Randy Andrews
Modern Chevrolet
336-722-4191
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Data Version: 26254. Data Updated: Aug 18, 2025 6:51:00 PM PDT.



Vehicle: [Fleet] 2026 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck (Complete)

Quote Worksheet

	MSRP
Base Price	\$52,100.00
Dest Charge	\$2,595.00
Total Options	\$9,511.64
Subtotal	\$64,206.64
NCSA/Modern Gov Discount	(\$3,400.00)
Subtotal Pre-Tax Adjustments	(\$3,400.00)
Less Customer Discount	(\$3,351.64)
Subtotal Discount	(\$3,351.64)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$57,455.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$57,455.00

Comments:

Contract: 25-11-0912, Vehicle and Motorcycle Procurement

Randy Andrews8/20/2025

Dealer Signature / Date

Customer Signature / Date

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Vehicle: [Fleet] 2026 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck ( Complete)

Selected Model and Options

MODEL

CODE	MODEL
CK20943	2026 Chevrolet Silverado 2500HD 4WD Crew Cab 172" Work Truck

COLORS

CODE	DESCRIPTION
GAZ	Summit White

OPTIONS ([†] Denotes a Custom Equipment Option)

CODE	DESCRIPTION
ZW9	Pickup bed, delete includes capped fuel fill, (SFW) Back-up alarm calibration, (9J4) rear bumper delete, (9L3) spare tire delete and spare tire carrier delete. (Requires long bed model and 17" wheels.) *CREDIT*
FE9	Emissions, Federal requirements
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)
MKM	Transmission, 10-Speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)
JGF	GVWR, 10,650 lbs. (4831 kg) (STD) (Included and only available with CK20903 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels or CK20943 and (L8T) 6.6L V8 gas engine with 17" wheels.)
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)
1WT	Work Truck Preferred Equipment Group includes standard equipment
PYQ	Wheels, 17" (43.2 cm) machined aluminum
QHQ	Tires, LT245/75R17E all-season, blackwall (STD)
ZHQ	Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHQ) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QHQ) LT245/75R17E all-season, blackwall tires are ordered.)
GAZ	Summit White
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
H2G	Jet Black, Vinyl seat trim
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)
—	Capped Fuel Fill (Included and only available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine or (ZW9) pickup bed delete.)

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Vehicle: [Fleet] 2026 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck ( Complete)

OPTIONS

([†] Denotes a Custom Equipment Option)

CODE	DESCRIPTION
9J4	Bumper, rear, delete (Included and only available with (ZW9) pickup bed delete.)
VK3	License plate kit, front (will be shipped to orders with ship-to states that require front license plate)
9L7	Upfitter switch kit, (5) Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories. Kit with all required parts will be shipped loose with the truck for installation by the dealer or upfitter at customer expense. Installation instructions and technical assistance available at www.gmupfitter.com .
SFW	Back-up alarm calibration This calibration will allow installation of an aftermarket back-up alarm by disabling rear perimeter lighting (Included with (ZW9) pickup bed delete. Not available with (8S3) back-up alarm or (UY2) trailer wire provisions.)
5N5	Rear Camera Kit Kit includes camera, fixed position bracket & 19 ft cable with attachment clips. Rear camera radio calibration provided from the factory. See Upfitter Integration Bulletin for installation instructions at www.gmupfitter.com (Requires (ZW9) pickup bed delete.)
Body [†]	Knapheide Service Body with Hitch/Plug and backup camera [†]

Options Total

Standard Equipment

Package

Trailering Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)

Mechanical

- Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb -ft of torque [629 N-m] @ 4000 rpm) (STD)
- Transmission, 10-Speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)
- Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)
- Durabed, pickup bed (STD)
- GVWR, 10,650 lbs. (4831 kg) (STD) (Included and only available with CK20903 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels or CK20943 and (L8T) 6.6L V8 gas engine with 17" wheels.)
- Push Button Start
- Air filter, heavy-duty
- Air filtration monitoring
- Transfer case, two-speed electronic shift with push button controls (Requires 4WD models.)
- Auto-locking rear differential
- Four wheel drive

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Data Version: 26254. Data Updated: Aug 18, 2025 6:51:00 PM PDT.



Vehicle: [Fleet] 2026 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck ( Complete)

Mechanical

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

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

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

Trailer brake controller, integrated

Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section

Recovery hooks, front, frame-mounted, Black

Suspension Package

Steering, Recirculating Ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine. Not available with (ZW9) pickup bed delete.)

Exhaust, single, side

Exterior

Wheels, 17" (43.2 cm) painted steel, Silver (STD) (Not currently available to order.)

Tires, LT245/75R17E all-season, blackwall (STD)

Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHJ) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QHJ) LT245/75R17E all-season, blackwall tires are ordered.)

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)

Bumpers, front, Black

Bumpers, rear, Black

CornerStep, rear bumper

BedStep, Black integrated on forward portion of bed on driver and passenger side (Deleted when (ZW9) pickup bed delete is ordered.)

Moldings, beltline, Black

Cargo tie downs (12), fixed rated at 500 lbs per corner (Deleted with (ZW9) pickup bed delete.)

Headlamps, halogen reflector with halogen Daytime Running Lamps

IntelliBeam, automatic high beam on/off

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Data Version: 26254. Data Updated: Aug 18, 2025 6:51:00 PM PDT.



Vehicle: [Fleet] 2026 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck ( Complete)

Exterior

Taillamps with incandescent tail, stop and reverse lights

Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel

Mirrors, outside high-visibility vertical trailering lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black (Not included on Regular Cab models.)

Mirror caps, Black

Glass, solar absorbing, tinted

Tailgate, standard (Deleted with (ZW9) pickup bed delete.)

Tailgate and bed rail protection cap, top

Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package is ordered. Not available with (ZW9) pickup bed delete.)

Tailgate, gate function manual, no EZ Lift (Deleted with (ZW9) pickup bed delete.)

Door handles, Black grained

Entertainment

Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)

Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)

Wireless phone projection for Apple CarPlay and Android Auto

Bluetooth for phone connectivity to vehicle infotainment system

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

Vinyl seat trim

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering wheel, urethane

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

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Data Version: 26254. Data Updated: Aug 18, 2025 6:51:00 PM PDT.



Vehicle: [Fleet] 2026 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck ( Complete)

Interior

Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
Driver Information Center, 3.5" diagonal monochromatic display
Exterior Temperature Display located in radio display
Compass located in instrument cluster
Rear Seat Reminder (Requires Crew Cab or Double Cab model.)
Window, power front, drivers express up/down
Window, power front, passenger express down
Windows, power rear, express down (Not available with Regular Cab models.)
Door locks, power
Remote Keyless Entry with 2 transmitters
Cruise control, electronic with set and resume speed, steering wheel-mounted
USB Ports, 2, Charge/Data ports located on instrument panel
Power outlet, front auxiliary, 12-volt
Air conditioning, single-zone
Air vents, rear, heating/cooling (Not available on Regular Cab models.)
Mirror, inside rearview, manual tilt
Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

Automatic Emergency Braking
Front Pedestrian Braking
StabiliTrak stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control
--

Safety-Interior

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

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Vehicle: [Fleet] 2026 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck ( Complete)

Safety-Interior

OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)

HD Rear Vision Camera (Deleted when (ZW9) pickup bed delete is ordered.)

Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)

Lane Departure Warning

Following Distance Indicator

Forward Collision Alert

Seat Belt Adjustable Guide Loops, front row only (Included and only available on Crew Cab and Double Cab models.)

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu

Rear Seat Belt Indicator (Requires Crew Cab or Double Cab model.)

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

Tire Pressure Monitoring System

OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (Requires (UE1) OnStar. OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

Processing-Other

Trailer Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available with (ZW9) pickup bed delete.)

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Vehicle: [Fleet] 2026 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck ( Complete)

WARRANTY

Warranty Note: <<< Preliminary 2026 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

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

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Maintenance Note: First Visit: 12 Months/12,000 Miles

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TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of H-2025-02-Anx Pit Road Property: Certify the sufficiency of the annexation petition and call for Public Hearing to Annex a property PID#5508033354000 located on Pit Road S.

Presenting Personnel:

Zachary Gordon, Planning Director

Suggested Motion or Action:

Motion to accept the Certificate of Sufficiency and adopt the Resolution fixing the public hearing date for Petition H-2025-02 Anx for the October 13, 2025 Town Council Meeting at 6:00 p.m.

Description/Background:

The property owner of a parcel located on Pit Road S (PID# 5508033354000) has petitioned to annex into the Town jurisdictional boundaries. The 1.98-acre property is located within the cul-de-sac, adjacent to 5254 Pit Rd. S. The subject property is located within the unincorporated area of Cabarrus County. This annexation petition is being processed concurrent the zoning application.

Pursuant to a Resolution Directing the Town Clerk to Investigate the Annexation Petition on May 13, 2024, the Town Clerk presents the Certificate of Sufficiency and a Resolution fixing the public hearing for the subject annexation petition for October 13, 2025.

Recommendation:

Motion to accept the Certificate of Sufficiency and Adopt the Resolution Fixing the Public Hearing Date for October 13, 2025.

Fiscal Impact:

N/A

Attachments:

1. Pit Rd - Annexation Application (Signed)_Packet. pdf
2. Plat Book 22, Page 90 Cabarrus County
3. 5254 Pit Rd. South - ALT Survey
4. Certificate of Sufficiency - Pit Rd
5. Resolution Fixing Date of PH - Pit Rd



4100 Main Street | PO Box 100 | Harrisburg, NC 28075
 t (704) 455-5614 | f (704) 455-1206
 harrisburgnc.gov

ANNEXATION APPLICATION

REQUEST FOR ANNEXATION

- ☒ We, the undersigned owners of real property respectfully request that the area described paragraph 2 below be annexed to the Town of Harrisburg.

PROPERTY INFORMATION

Property Location/Address: Pit Road South Concord, NC 28027

Tax Map and Parcel Number (PIN): 55080333540000

Current Zoning: GI - General Industrial

Current Land Use: Vacant

Area to be annexed is: ☒ Contiguous ☐ Non-Contiguous

Boundaries of territory to be annexed (attach separate sheet or describe below):

See attached

CONTACT INFORMATION

Contact Person: Jordan Wheeler

Company: The McKeever Group NC Property Holdings, LLC

Address: 5115 Morehead Rd, Ste 200 City, State, Zip Concord, NC 28027

Phone Number: 435-775-2213 **Email Address:** jordan.wheeler@fpracingschool.com

Applicant Name (if different from above): _____

Company: _____

Address: _____ City, State, Zip _____

Phone Number: _____ **Email Address:** _____

Owner Name: MS Performance, LLC

Company: _____

Address: 3230 N. Meridian St., Ste 1006 City, State, Zip Indianapolis, IN 46204

Phone Number: 317.827.2970 **Email Address:** msiegel@maxsiegelinc.com



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 t (704) 455-5614 | f (704) 455-1206
 harrisburgnc.gov

SIGNATURE OF OWNER(S)

Owner name: MS Performance, LLC

Address: 320 N. Meridian St., Ste 1006 City, State, Zip Indianapolis, IN 46204

Owner Signature: *Max Siegel* Date: 8/21/25

Owner name: Max Siegel

Address: _____ City, State, Zip _____

Owner Signature: _____ Date: _____

Owner name: _____

Address: _____ City, State, Zip _____

Owner Signature: _____ Date: _____

Owner name: _____

Address: _____ City, State, Zip _____

Owner Signature: _____ Date: _____

Owner name: _____

Address: _____ City, State, Zip _____

Owner Signature: _____ Date: _____

Owner name: _____

Address: _____ City, State, Zip _____

Owner Signature: _____ Date: _____

Owner name: _____

Address: _____ City, State, Zip _____

Owner Signature: _____ Date: _____



4100 Main Street | PO Box 100 | Harrisburg, NC 28075
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 harrisburgnc.gov

AFFIDAVIT OF COMPLETENESS AND ACCURACY

(to be completed by the individual submitting the application)

STATEMENT OF COMPLETENESS AND ACCURACY:

I hereby certify all property owners have full knowledge of the property they own is the subject of this application. I hereby certify the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge. I understand this application, related application material and all attachments become official records of the Planning and Zoning Department of Harrisburg, North Carolina, and will not be returned.

I understand that any knowingly false, inaccurate or incomplete information provided by me will result in denial, revocation or administrative withdrawal of this application, request, approval or permit. I further acknowledge that additional information may be required to process this application. I further consent to the Town of Harrisburg to publish, copy or reproduce any copyrighted documents submitted as a part of this application for any third party. I further agree with all terms and conditions, which may be imposed as part of the approval of this application.

Applicant Name: The McKeever Group NC Property Holdings, LLC Submittal Date: 8/25/2025 | 9:16 AM MDT

Applicant Signature: *Jordan Wheeler*
 101AB2316700443...

REQUIRED ATTACHMENTS

All Annexation Application submittals must be accompanied by:

- Applicable fee(s) (see Master Fee Schedule in Appendix B of the Development Guidebook);
- Sealed survey showing area proposed for annexation in relation to the primary corporate limits of the Town of Harrisburg.

STAFF USE ONLY

Record of Process

Date Received: 8/26/2025

Application Number: H-2025-02-Anx - Pit Road Property

Is Application Complete? ☒ Yes ☐ No

Public Hearing Date(s): Request to set public hearing for October 13, 2025

Published Notice Date: TBD

Mailed Notice Date: TBD

Final Action Application Notification mailed Date: TBD

Town Staff Signature: Shelley DeHart, AICP

Digitally signed by Shelley DeHart, AICP
 DN: c=US, E=shelley@harrisburgnc.org, O=Town of Harrisburg,
 OU=Planning and Zoning Department, CN=Shelley DeHart, AICP
 Date: 2025.08.29 12:30:37 -0400

Record of Decision

Reviewed By: _____

Recommendation: ☐ Approve ☐ Deny

Final Action: ☐ Approve ☐ Deny

APPROVED

CABARRUS COUNTY LAND RECORDS

Paul E. Craddock 12-13-88

BASIS OF BEARING IS N 41°44'00" W ALONG SR 1300 ACCORDING TO AN UNRECORDED MAP ENTITLED "PROPERTY LINE SURVEY FOR CHARLOTTE MOTOR SPEEDWAY, INC." DATED SEPTEMBER 9, 1977 BY THOMAS W. HARRIS RLS L-1081.

CHARLIE H. & CHRISTINE N. SEHORN
517 - 344
Pln No. 5508-12-6204

Certificate of Approval by the Planning Board

I, Robert L. Swain, Chairman of the Cabarrus County Planning Board hereby certify that said Board duly approved the final plat of the subdivision entitled Charlotte Motor Speedway Industrial Park on the 12th day of 1988.

REFERENCES:

1. DEEDS AS SHOWN HEREON.
2. BOUNDARY SURVEY FOR CHARLOTTE MOTOR SPEEDWAY INDUSTRIAL PARK BY CONCORD ENGINEERING AND SURVEYING, INC. DATED JAN. 22, 1985
3. PROPERTY SHOWN HEREON IS PART OF PROPERTY OWNED BY CHARLOTTE MOTOR SPEEDWAY, INC. RECORDED IN DB 312-287 CABARRUS COUNTY, REGISTER OF DEEDS.

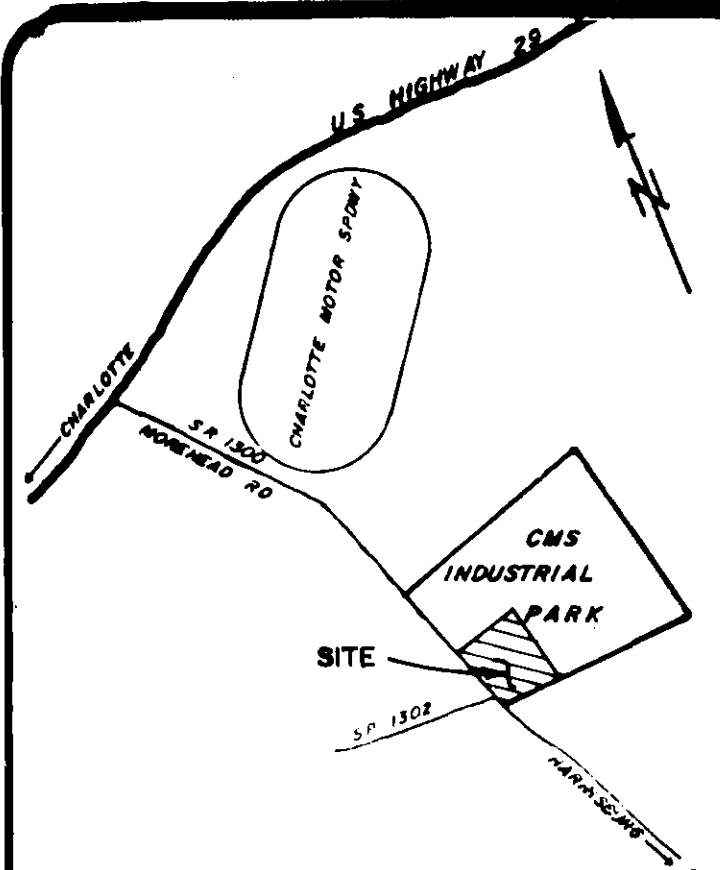
NANCEE O. SEHORN - FERGUSON
564/327
Pln No. 5508-02-4957

NORTH CAROLINA
COUNTY

FINAL SUBDIVISION FOR:
PHASE I OF
CHARLOTTE MOTOR SPEEDWAY INDUSTRIAL PARK
CHARLOTTE MOTOR SPEEDWAY, INC.
P.O. BOX 600
HARRISBURG, N.C. 28075
TOWNSHIP NO. 2, CABARRUS COUNTY, N.C.
ZONED I-2

PREPARED BY
CONCORD ENGINEERING & SURVEYING, INC.
45 SPRING ST. S.W., CONCORD, N.C. 28025
(704) 786-5404 (704) 332-9934

DATE: 11-28-88
SCALE: 1" = 100'
JOB NO: 88-11-38
DRAWN BY: GEG
COMPUTED BY:
CHECKED BY:



VICINITY MAP (1"=2,000')

CHARLOTTE MOTOR SPEEDWAY INDUSTRIAL PARK
PHASE I
Pln No. 4598-96-3802

NOTES:

1. ERROR OF CLOSURE 1:10,000+. MIS-CLOSURE ADJUSTED BY COMPASS RULE ADJUSTMENT METHOD.
2. AREA DETERMINED BY COORDINATE COMPUTATIONS.
3. THIS MAP IS PREDICATED ON THE POSSESSION LINES AND EXISTING IRONS FOUND IN THE FIELD AS SHOWN.
4. ALL LOTS TO BE SERVED BY INDIVIDUAL WELLS AND SEPTIC TANKS.
5. ALL LOT LINES ARE SUBJECT TO 10' UTILITY EASEMENTS.
6. THIS PROPERTY IS NOT LOCATED IN A DESIGNATED FLOOD PLAIN AREA ACCORDING TO F.I.R.M. COMMUNITY PANEL NO. 370038 0185 B EFFECTIVE DATE MAY 5, 1981.
7. TOTAL AREA IN PHASE I 19,028 ACRES.
8. RESTRICTIVE COVENANTS WHICH ARE TO BE RECORDED WILL APPLY.

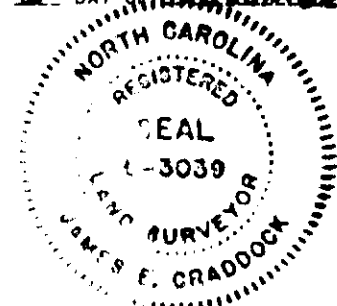
CURVE	ARC	RADIUS	CHORD LENGTH	CHORD BEARING
C1	47.12	30.00	42.43	N 31°15'00" E
C2	39.27	25.00	35.36	S 14°44'00" E
C3	28.60	35.00	27.62	S 18°19'12" E
C4	49.29	60.00	47.91	S 18°26'20" E
C5	94.00	60.00	64.68	S 88°35'07" E
C6	45.00	60.00	43.95	N 22°48'59" E
C7	98.28	60.00	87.45	N 41°43'59" W
C8	28.60	35.00	27.62	N 88°06'48" W
C9	39.27	25.00	35.36	N 3°16'00" E
C10	47.12	30.00	42.43	S 88°44'00" E

CERTIFICATE OF SURVEY AND ACCURACY

I, JAMES E. CRADDOCK, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION. THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000+. THE ERROR OF CLOSURE WAS DISTRIBUTED BY THE COMPASS RULE ADJUSTMENT AND AREAS WERE OBTAINED BY COORDINATE COMPUTATION. THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOK 613, PAGE 756. THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30, AS AMENDED.

WITNESS MY HAND AND SEAL THIS 12th DAY OF DECEMBER, A.D., 1988

James E. Craddock
SURVEYOR OR ENGINEER
L-3039
LICENSE OR REGISTRATION NUMBER



STATE OF NORTH CAROLINA
COUNTY OF CABARRUS
I, GLENN E. SAMBLE, NOTARY PUBLIC, IN AND FOR THE COUNTY OF CABARRUS, AND THE STATE OF NORTH CAROLINA, DO HEREBY CERTIFY THAT JAMES E. CRADDOCK SURVEYOR, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING CERTIFICATE AND UPON HIS OATH, SWORE TO THE TRUTH OF THE STATEMENTS SET FORTH THEREIN.

WITNESS MY HAND AND NOTARIAL SEAL, THIS 6th DAY OF DECEMBER, 1988.

MY COMMISSION EXPIRES 12-4-89
NOTARY PUBLIC

LEGEND

- EIP - EXISTING IRON PIN (AS DESCRIBED)
- SIP - SET IRON PIN (#5 REBAR)
- R/W - RIGHT OF WAY LINE
- PROPERTY LINE
- ADJACENT PROPERTY LINE BY DEED OR PLAT
- PP - POWER POLE W/ POWER LINE
- CONC. MON. - CONCRETE MONUMENT CONTROL CORNER
- GREENWAY
- SETBACK

CERTIFICATE OF OWNERSHIP AND DEDICATION

I HEREBY CERTIFY THAT I AM OWNER OF THE THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES AND DEDICATE ALL ROADS, ALLEYS, WALKS, PARKS, AND OTHER SITES TO THE PUBLIC USE EXCEPT AS NOTED. FURTHER, I CERTIFY THE LAND AS SHOWN HEREON IS WITHIN THE PLATTING JURISDICTION OF CABARRUS COUNTY.

DATE 12/6/88
OWNER *Nancee O. Sehorn - Ferguson*



Page 28 of 163



Commercial Real Estate
Due Diligence Management
3485 South Arlington Road
Suite E #183
Akron, OH 44312
330.294.1077
www.amnational.net

ALTA/NSPS Land Title Survey

Concord Site

Surveyor Certification

5254 Pit Road South
Concord, NC 28027
County of Cabarrus

To: The McKeever Group NC Property Holdings, LLC; Investors Title Insurance Company and American National, LLC:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6a, 6b, 7a, 7b1, 7c, 8, 9, 13, 14, 16, 17, 18 and 19 of Table A thereof. The fieldwork was completed on July 29, 2025.

I certify that this map was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Deed Book 12995, Page 30); that the boundaries not surveyed are indicated as drawn from information in deeds and/or plats as referenced herein; that the ratio of precision or positional accuracy is greater than 1:15,000; and that this map meets the requirements of The Standards of Practice for Land Surveying in North Carolina (21 NCAC 56.1600).

PRELIMINARY SURVEY

Timothy R. Durr
PLS# 5247
In the State of North Carolina

Date of Preliminary Plat: August 1, 2025
Date of Last Revision: August 7, 2025
Date of Final Plat:

Network Reference No. 20251900-001

Surveyor:
LMS Surveying of North Carolina
C.O.A. Firm No. P-2264
Job No. B-250742



Title Legal Description

Parcel 1:

Lying and being in Number Two (2) Township, Cabarrus County, North Carolina and being all of Lot No. 4, Phase I of Charlotte Motor Speedway Industrial Park, a map of said property being recorded in Map Book 22, Page 90, Cabarrus County Registry, reference to which is made for a more completed description as to metes and bounds.

THIS CONVEYANCE IS MADE AND ACCEPTED SUBJECT TO THE PROTECTIVE COVENANTS AND RESTRICTIONS FOR CHARLOTTE MOTOR SPEEDWAY INDUSTRIAL PARK, PHASE I, DATED DECEMBER 28, 1988, AND RECORDED IN DEED BOOK 696, PAGE 320.

Parcel 2:

Lying and being in Number Two (2) Township, Cabarrus County, North Carolina and being all of Lot No. 5, Phase I of Charlotte Motor Speedway Industrial Park, a map of said property being recorded in Map Book 22, Page 90, Cabarrus County Registry, reference to which is made for a more completed description as to metes and bounds.

THIS CONVEYANCE IS MADE AND ACCEPTED SUBJECT TO THE PROTECTIVE COVENANTS AND RESTRICTIONS FOR CHARLOTTE MOTOR SPEEDWAY INDUSTRIAL PARK, PHASE I, DATED DECEMBER 28, 1988, AND RECORDED IN DEED BOOK 696, PAGE 320.

The above described parcel is the same parcel as described in Investors Title Insurance Company, Commitment No. 202510916CA, bearing an effective date of July 22, 2025.

Notes Corresponding to Schedule B

Numbers correspond with Schedule B exception items contained in Investors Title Insurance Company, Commitment No. 202510916CA, bearing an effective date of July 22, 2025.

3. Matters shown on recorded Plat Book 22 at Page 90 including the following, located on the Land:

- a) utility easements
- b) greenway
- c) setback lines

AFFECTS THE SUBJECT PROPERTY - PLOTTED AND SHOWN HEREON

5. Water Easement to Frank C. Plessinger as recorded in Book 2987 at Page 11.

AFFECTS THE SUBJECT PROPERTY - PLOTTED AND SHOWN HEREON

6. Restrictions appearing of record in Book 696, Page 320, as modified in Book 1351 at Page 87 and Book 1371 at Page 297, but this policy insures that a violation thereof will not cause a forfeiture or reversion of title.

AFFECTS THE SUBJECT PROPERTY - PLOTTED AND SHOWN HEREON

Encroachment Statement

At the time of survey, there were no visible encroachments on the subject property.

Flood Zone

By graphic plotting only, this property lies within Zone "X" of the Flood Insurance Rate Map, Community Panel No. 3710550800K, which bears an effective date of November 16, 2018 and is not in a special flood hazard area.

X (Areas outside the 0.2% annual chance floodplain.)

Zoning Information

JURISDICTION: TOWN OF HARRISBURG

CLASSIFICATION: (EC) EMPLOYMENT CENTER DISTRICT

ITEM	REQUIRED	OBSERVED
MINIMUM LOT AREA	NONE	177,575 sq. ft.
MINIMUM FRONTAGE	50'	139'
MAX. DENSITY	90%	20%
MAXIMUM BUILDING HEIGHT	72'	26'
FRONT SETBACK	20'	76.2'
SIDE SETBACK	15'	34.6'
REAR SETBACK	15'	175.6'
PARKING FORMULA	1 per 500 sf GFA of sales and office area, plus 1 per each company vehicle at peak shift or 2 per 3 employees at peak shift, plus 1 per each company vehicle at peak shift (use whichever is greater)	
SPACES REQUIRED	18,785 sq. ft. ÷ 500 = 37.57 (38 Spaces)	40

ZONING INFORMATION HAS BEEN PROVIDED BY A ZONING REPORT BY AMERICAN NATIONAL, DATED JULY 25, 2025, SITE NO. 20251900.

NOTE: SETBACK LINES SHOWN HEREON ARE BASED SOLELY UPON THE INFORMATION PROVIDED ABOVE, ARE TO BE USED FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO INTERPRETATION BY THE LOCAL ZONING AUTHORITY.

Parking

41 Regular Spaces
0 Handicapped Spaces
~~3 Truck Spaces~~
44 Total Spaces

References

Deed Book 12995, Page 30
Map Book 22, Page 90

General Notes

1. There is direct access to the subject property via Pit Road South, a public right of way. There is also indirect access to Moorehead Road via a 25' road R/W as shown on Plat Book 22, Page 90.

2. The address of the site is 5254 Pit Road South, Concord, NC.

3. The location of utilities shown on the survey are from observed evidence or above ground appurtenances only. The surveyor was not provided with underground utility plans or surface ground markings to determine the location of any subterranean uses.

4. There was no evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.

5. At the time of this survey there was no information made available to the surveyor regarding proposed changes in street right-of-way lines. There was no evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.

6. All field measurements matched record dimensions within the precision requirements of ALTA/NSPS specifications unless otherwise shown.

7. At the time of survey there was no evidence of the property being used as a cemetery, burial ground or grave site.

8. Building square footage as shown on the survey is calculated by the exterior footprint of all buildings at ground level and should be used for general purposes only. This calculation does not determine gross floor area and should not be used for any purpose in which a gross floor area determination is required.

9. The meridian for all bearings shown hereon is N 41°44'00" W as the southwesterly line of Lot 4 as described in Map Book 22, Page 90, Cabarrus County Records.

10. There are no offsite easements or servitudes affecting the subject property that the surveyor has been made aware of.

11. At the time of the survey, ownership of fencing shown hereon is unknown to the surveyor.

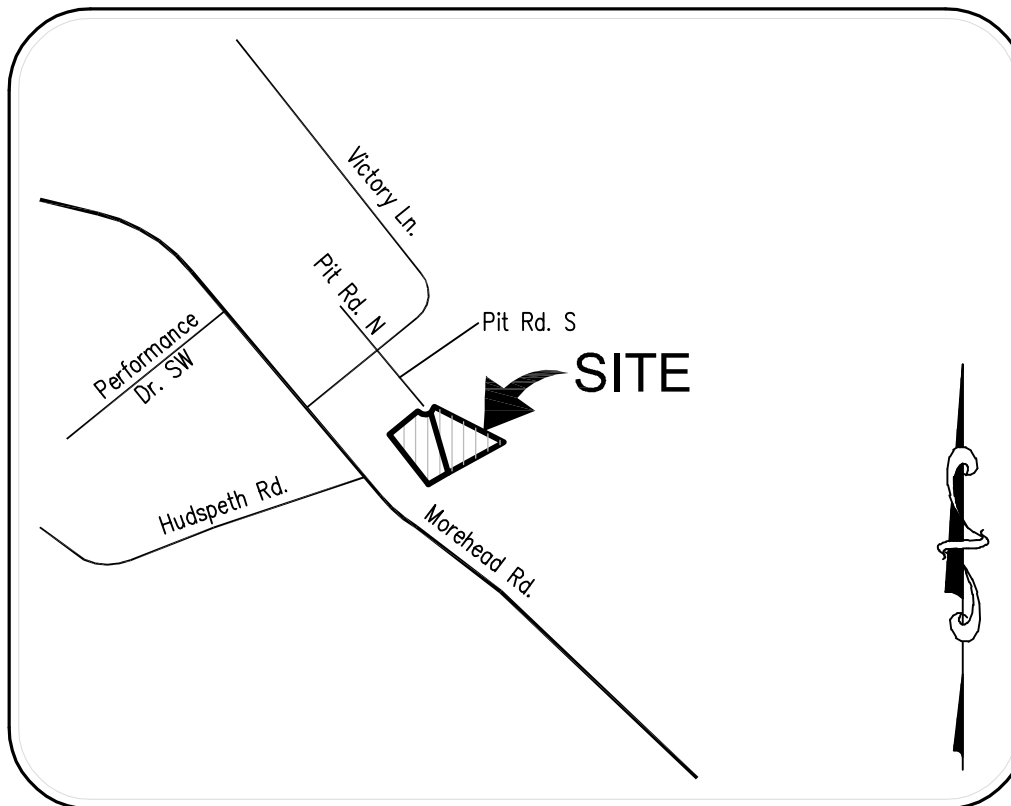
12. This survey has not been prepared for recordation, and may not meet the requirements for recording in the jurisdiction in which the property was surveyed.

13. Pursuant to North Carolina Statute 47-30, this survey may not meet the requirements for recording in the county in which the property was surveyed.

14. This is a survey of an existing parcel of land.

15. There was not a pair of NC geodetic monuments within 2,000 feet of the surveyed property.

16. All surveyed parcels are contiguous without any gaps or gores.



Vicinity Map
Not to Scale



Commercial Real Estate
Due Diligence Management
3465 South Arlington Road
Suite E #183
Akron, OH 44312
330.294.1077
www.amnational.net

Lot 2
MB 22, Pg.90

Now or Formerly:
HSREI LLC
D.B. 16953, Page 204
PPN: 45989396020000

Lot 6
MB 22, Pg.90

Now or Formerly:
Charlotte Motor Speedway LLC
D.B. 16366, Page 223
PPN: 55080355960000

Vested In
MS Performance, LLC
Deed Book 12995, Page 30
APN: 5508-03-1226-0000 &
5508-03-3354-0000

Lot 5
MB 22, Pg.90

Land Area
1.9941 Acres±
86,429 Sq.Ft.±

Total Land Area
4.0765 Acres±
177,575 Sq.Ft.±

Now or Formerly:
Charlotte Motor Speedway LLC
D.B. 16366, Page 223
PPN: 55082460900000

Lot 3
MB 22, Pg.90

Now or Formerly:
HSREI LLC
D.B. 16953, Page 204
PPN: 45989396020000

Now or Formerly:
Mario Fonseca Valdes & Ana Mary Guerra Fernandez
D.B. 15578, Page 145
PPN: 55080330750000

Legend

- R/W - Right-of-Way
● - Monumentation Found (as noted)
○ - 5/8" Rebar Set
⊗ - Schedule B-Section II Item
Msd. - Measured
Rec. - Record
☒ - Water Meter
☒ - Sanitary Manhole
☒ - Gas Meter
☒ - Air Conditioning Unit
☒ - Utility Box
☒ - Power Pole
☒ - Light Pole
☒ - Sign
—ou— - Overhead Utility Line
—X— - Fence
▨ - Concrete Area
▨ - No Parking Area
▨ - Building Area

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	60.00'	45.00'	43.95'	S 26°46'51" W	142°58'09"
C2	60.00'	94.00'	84.68'	N 86°51'07" W	89°46'01"

Deed Book 12995, Page 30
Map Book 22, Page 20

SCALE: 1" = 40'

LMS SURVEYING
of North Carolina
Professional Commercial & Residential Land Surveys
P.O. Box 65 • Sharon Center • OH • 44274
330.329.6812 / Surveys@LMSurveying.com



CERTIFICATE OF SUFFICIENCY

To the Town Council of the Town of Harrisburg of Harrisburg North Carolina:

I, Janet Rackley, Clerk, do hereby certify that I have investigated the petitions attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein, in accordance with G.S. 160A-31.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Harrisburg of Harrisburg, North Carolina, this 26th day of August 2025.


Janet Rackley, Clerk





**RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION
OF ANNEXATION PURSUANT TO G.S. 160A-31**

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, the Town Council has by resolution directed the Town of Harrisburg Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the Town Clerk as to sufficiency of the petition has been made;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Harrisburg, North Carolina that:

Section 1. A public hearing on the question of annexation of the area described herein will be held at Harrisburg Town Hall at 4100 Main Street, Harrisburg, North Carolina at 6:00 p.m. on October 13, 2025.

Section 2. The area proposed for annexation is described as follows:

Lying and being in Number Two (2) Township, Cabarrus County, North Carolina and being all of Lot No. 5, Phase I of Charlotte Motor Speedway Industrial Park, a map of said property being recorded in Map Book 22, Page 90, Cabarrus County Registry, reference to which is made for a more completed description as to metes and bounds.

Also being described as:

BEGINNING at a 5/8" rebar set, corner for the parcel herein described, common corner for Lot 5 and Lot 6 as shown in that certain map or plat entitled, "Final Subdivision for: Phase I of Charlotte Motor Speedway Industrial Park", dated November 28, 1988, by Concord Engineering & Surveying, Inc., recorded in Plat Book 22, Page 90, Cabarrus County Registry; thence North 66° 37' 38" West 488.82 feet to a 5/8" rebar set in the right-of-way of Pit Road South; thence with the curve of the aforesaid right-of-way, a curve to the left, to a 5/8" rebar found in the aforesaid right-of-way, said curve having a radius of 60.00', an arc length of 45.00', chord length of 43.95', chord bearing of South 26° 46' 51" West, and Delta Angle of 42° 58' 09"; thence, leaving the aforesaid right-of-way, South 19° 39' 05" East 390.73 feet to a 5/8" rebar found; thence North 57° 31' 07 East 373.95 feet to the POINT AND PLACE OF BEGINNING, containing 1.9841 acres, more or less, all according to that certain map or survey entitled, "ALTA/NSPS Land Title Survey, Concord Site", by Timothy R. Durr, Professional Land Surveyor, dated August 7, 2025, revised August 7, 2025.



Section 3. Notice of the public hearing shall be published in the Independent Tribune, a newspaper having general circulation in the Town of Harrisburg, at least ten (10) days prior to the date of the public hearing.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of FY2025 Budget Ordinance Amendments for End-of-Year Transfers

Presenting Personnel:

Brian Lee, Finance Director

Suggested Motion or Action:

Motion to approve the FY2025 Budget Ordinance Amendments for end-of-year-transfers, as presented.

Description/Background:

1) General Fund End of Year Transfer

Town Council implemented a 40% fund balance policy for the General Fund in FY2013. The policy states that 40% of current year operational and debt service expenditures must be maintained in available fund balance and the remainder will be transferred to the Capital Reserve Fund - General Fund. The funds transferred to the Capital Reserve Fund are then legally restricted to fund capital purchases only.

40% of General Fund operational and debt service expenditures totaled approximately \$7,850,000, which allows for a transfer of the excess, or about \$11,250,000. The original budget was adopted with an anticipated transfer of approximately \$7,200,000. This excess was projected during the budget process and built into the 10-year financial model to fund capital outlay over that time. The total requested amendment, using the rounded numbers above, is \$4,050,000. The actual amendment amount is specifically \$4,030,680, which will be utilized to facilitate this transfer. The final calculation will be presented with the audited financial statements.

2) Water and Sewer Fund End of Year Transfer

Town Council implemented a 40% fund balance policy in FY2018 and adjusted that percentage down to 30% during FY2019 for the Water & Sewer Fund. The calculation methodology and restrictions on the Capital Reserve dollars are the same for enterprise funds as in the General Fund. The original estimate for this transfer is sufficient for FY2025, no budget modification is necessary.

3) Storm Water End of Year Transfer

Town Council implemented a 30% fund balance policy in FY2021 for the Storm Water Fund. The calculation methodology and restrictions on the Capital Reserve dollars are the same for enterprise funds as in the General Fund. The original estimate for this transfer is sufficient for FY2025, no budget modification is necessary.

4) Capital Reserve Fund - Parks and Recreation Capital Transfer

The Capital Reserve Fund for the Parks and Recreation Department is used to hold funds contributed by developers who are approved to submit a fee-in-lieu-of open green space within their development. These funds, along with investment earnings on those funds, are restricted by use for Recreation capital purchases and projects. During FY2025, the Town expended \$138,620 on greenways and other park amenities in the General Fund, which needs to be replenished by available funds in the Capital Reserve Fund - Recreation. The attached FY2025 Budget Ordinance Amendments recognize investment income, an unrelated fee-in-lieu-of payment received this year, the transfer for capital expenditures described above, and the balance of those items as appropriated fund balance from the Reserve Fund, more commonly thought of as drawing down on the savings account that was funded in prior years.

Interest Income	\$	21,500
Fee-in-lieu-of Income		28,500
Appropriated Savings		90,000
Transfer to the General Fund	\$	<u>140,000</u>

Recommendation:

Staff recommends approval of the attached FY2025 Budget Ordinance Amendments.

Fiscal Impact:

1) General Fund End of Year Transfer

\$11,228,000 will be transferred from the General Fund to the Capital Reserve Fund - General Fund. Fund balance in the Capital Reserve Fund - General Fund will total approximately \$28,100,000 as of June 30, 2025.

2) Water and Sewer End of Year Transfer

\$900,000 will be transferred from the Water and Sewer Fund to the Capital Reserve Fund - Water and Sewer. Fund balance in the Capital Reserve Fund - Water and Sewer will total approximately \$9,050,000 as of June 30, 2025.

3) Storm Water End of Year Transfer

\$145,000 will be transferred from the Storm Water Fund to the Capital Reserve Fund - Storm Water. Fund balance in the Capital Reserve Fund - Storm Water will total approximately \$2,330,000 as of June 30, 2025.

4) Capital Reserve Fund - Recreation Transfer

\$138,620 will be transferred from the Capital Reserve Fund - Recreation to the General Fund. Fund balance in the Capital Reserve Fund - Recreation will be reduced to approximately \$374,000 as of June 30, 2025.

Attachments:

1. Amendment - GF - FY2025 EOY Fund Balance Transfers 09082025
2. Amendment - CRF-GF - FY2025 EOY Fund Balance Transfers 09082025
3. Amendment - CRF-Rec - FY2025 EOY Capital Transfer 9082025



**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 General Fund to account for Fund Balance Policy and Capital end-of-year transfers.

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

Increase line item 100-8500-59102	\$ 4,030,680
Transfers Out – Capital Reserve Fund – General Fund	

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

Increase line item 100-49915	\$ 140,000
Transfers In – Capital Reserve Fund – Recreation	

Increase line item 100-48599	\$ 3,890,680
Appropriated Fund Balance	

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 8th day of September 2025.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



**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 Capital Reserve Fund - General Fund to account for Fund Balance Policy end-of-year transfers.

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

Increase line item 200-49900 Transfers In – General Fund	\$ 4,030,680
---	--------------

Decrease line item 100-48599 Appropriated Fund Balance	\$ 4,030,680
---	--------------

Section 3. 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 4. That this ordinance shall be effective upon its passage. Adopted this 8th day of September 2025.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



**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 Capital Reserve Fund - Recreation to account for the end-of-year Capital transfer.

Section 2. To amend the Capital Reserve Fund - Recreation, the appropriations are to be changed as follows:

Increase line item 250-8500-59100	\$ 140,000
Transfers Out – General Fund	

Section 3. To amend the Capital Reserve Fund - Recreation, the revenues are to be changed as follows:

Increase line item 250-47110	\$ 21,500
Interest Income	

Increase line item 250-48902	\$ 28,500
Contributions – Fee-in-lieu-of	

Increase line item 200-48599	\$ 90,000
Appropriated Fund Balance	

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 8th day of September 2025.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Supplemental Service Agreement with RK&K for Harrisburg Rail Trail Greenway Design Services

Presenting Personnel:

Devin Huston, Town Engineer

Suggested Motion or Action:

Motion to approve the attached Supplemental Services Agreement with RK&K in an amount not to exceed \$383,674.69 for design services related to the Harrisburg Rail Trail Greenway and the related FY2026 Budget Ordinance and Project Ordinance amendments .

Description/Background:

The Harrisburg Rail Trail Project consists of approximately 1 mile of greenway trail connection to Harrisburg Park along Back Creek and connecting to Caldwell Road at a trailhead parking lot. This contract is only for the design of the portion of the overall project which will connect to the Park and include a grade-separated pedestrian crossing spanning the NCRR-owned railroad tracks. A future project will connect the Caldwell Road parking and trailhead to the south side of the grade separated crossing.

The Harrisburg Rail Trail project represents one section of the overall proposed Back Creek Greenway, which staff have been working on for a number of years to make a reality. The original alignment had the greenway connecting Caldwell Road to Robinson Church Road, however, easement acquisition challenges resulted in a change to the alignment and the proposal to cross the railroad tracks was made, providing an opportunity to connect the greenway to Harrisburg Park. Since this change in proposed alignment was made, staff was able to obtain easements from all necessary properties along the updated alignment.

The overall budget for this project in the Budget Ordinance and CIP is \$2,087,000, of which \$315,000 was estimated for professional services. Proposals were requested from multiple On-Call consultants with RK&K being the lowest. The rail crossing, whether a bridge or tunnel, contributes significantly to the increased design costs on this proposal.

Recommendation:

Staff recommends approval of the attached Supplemental Services Agreement with RK&K in an amount not to exceed \$383,674.69 for design services related to the Harrisburg Rail Trail Greenway and the related FY2026 Budget Ordinance and Project Ordinance amendments.

Fiscal Impact:

The fiscal impact of this Supplemental Services Agreement is \$383,674.69. The total project budget was established at \$2,087,000, with \$315,000 estimated for professional services and \$1,772,000 for construction. The attached Budget Ordinance Amendment adjusts the respective budgets to \$384,000 for professional services and \$1,703,000 for construction, currently maintaining an overall project budget of \$2,087,000.

The professional services agreement with RK&K meets the requirements of the Qualifications-based selection process and has been approved by the Town attorney.

Attachments:

1. RK&K SSA 3 - HB R&T Task 1 & 2
2. Amendment - CPF-TR - Rail Trail Greenway 09082025



SUPPLEMENTAL SERVICES AGREEMENT NO. [3]

TOWN OF HARRISBURG, NORTH CAROLINA SUPPLEMENTAL SERVICES AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES FOR HARRISBURG RAIL & TRAIL GREENWAY PROJECT B

SECTION I: PURPOSE

The purpose of this Supplemental Services Agreement (hereinafter “SSA”) is for, RK&K, the Consultant, to provide On-Call general engineering Professional Services, as assigned, in accordance with the Agreement titled, “TOWN OF HARRISBURG, NORTH CAROLINA MASTER SERVICES AGREEMENT FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES” between the Town and RK&K, dated March 14, 2025 (hereinafter “Master Services Agreement” or “MSA”).

SECTION II: SCOPE

Consultant will perform On-Call Professional Engineering Services on an as-needed basis upon receipt of request and assignment from the Town representative. The Consultant shall comply with all terms of the MSA, which agreement is incorporated into this SSA as if fully set forth verbatim herein. Duties will involve professional engineering services for greenway connection from Harrisburg Park with a grade separated crossing of the railroad to connect to the proposed future greenway section along Back Creek.

Services to be provided include those outlined in the attached Scope of Work proposals from RK&K for Project B Task 1 Design Phase 1 and Task 2 Design Phase 2. Consultant and the Town will mutually determine at time of assignment of individual tasks the Consultant personnel to be assigned, schedule, and deliverables.

SECTION III: SCHEDULE

Consultant shall perform tasks as expeditiously as practical and in conformance with schedules developed at the time of assignment of individual tasks and agreed upon by the Town and Consultant.

SECTION IV: PERIOD OF SERVICE

This SSA shall be for a period of 18 months following the notice to proceed. Consultant shall request any extensions in time in writing for consideration by the Town.

SECTION V: COMPENSATION

Consultant shall perform the services detailed in the scope described in Section II above on the basis of the hourly rate schedule or set fee for services and attached hereto.

Billing shall be on a monthly basis in conformance with Section VI of the MSA, and invoices for all compensation owed in accordance with this SSA shall be submitted to the Town with sufficient detail to process the invoice for payment and for a proper pre-audit and post-audit thereof in accordance with Town standards. The total amount billed to the Town under this Supplemental Service Agreement shall not exceed \$383,674.69.

SECTION VI: INSURANCE COVERAGE

Consultant shall provide insurance coverage as provided for in Section VII of the MSA.

SECTION VII: OTHER SPECIAL TERMS

The Town will provide the Consultant all pertinent information and data available to the Town and deemed necessary to perform assigned tasks.

[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: _____

Attorney for Town of Harrisburg

Title: _____

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

(Tasks 1 & 2 Scope of Work and Fee Summaries)

Harrisburg Rail and Trail Greenway Project B, Task 01 – Design Phase 01 RAIL CROSSING AND TRAIL TO PARK

Town of Harrisburg, Cabarrus County

Scope of Work

July 23, 2025

Description of the Project

The Town of Harrisburg (TOH) plans to add a greenway connection between Caldwell Road and Harrisburg Park as shown in Green in Figure 1 below. The greenway will be approximately 1-mile in length. The Greenway will run along the north side of Back Creek. A parking area at the western project limits will also be constructed on a Town owned parcel.

This scope includes the “B” section of the project, including the rail crossing and trail from that crossing to Harrisburg Park. A separate proposal for the “A” project will include the trail from Caldwell Road to the Rail Right-of-Way.

Please note that this proposal includes tasks as detailed in the following sections. A separate estimate and scope has been prepared for additional design efforts required for final design tasks and bidding support that cannot be defined at this stage (Project B, Task 02 – Design Phase 02)



Figure 1 - Project Limits

This scope includes the following general tasks as detailed in the “Description of Services”:

- Project Management & Administration
- Greenway & Parking Area Design
 - Preparation of Public Outreach Materials
- Drainage Design
- Hydraulic Modeling
- FEMA No-Rise Approval
- Town of Harrisburg Floodplain Development Permit
- Natural Resources Investigation
- Water & Wetland Permitting
- Railroad Coordination
- Structural Concepts
- Location Surveys
- Subsurface Utility Exploration (Level B and C)

The following list of scope items are not included in Task Order 01 and will be included in Task Order 02:

- Bid Package Preparation & Bidding Assistance
- Erosion Control
- Utility Coordination
- Geotechnical Services
- Structural Design (Detailed Plans)

The following list of scope items are not anticipated for this Task Order and are excluded from this scope of work:

- Traffic Design Including
 - Work Zone Traffic Control Design
 - Pavement Marking & Signing
- Traffic Analysis
- Conditional Letter of Map Revision (CLOMR) Application
- Utility Design and Permitting
 - Including Water/Sewer
- NEPA Planning/Public Involvement Meetings/Stakeholder Coordination
- ROW Acquisition Services
- ROW Plat Preparation
- ROW and Easement Staking
- Subsurface Utility Exploration (Level A)
- Landscape Plans

Description of Services

RK&K will provide professional services for this project in accordance with the following tasks:

1. Project Management & Administration

1.1. Project Management & Administration

RK&K shall provide routine project management and administration activities, including progress reports, project letters/correspondence, and coordination through the anticipated duration of this task order (12 months). Monthly progress reports with a percentage complete chart will be submitted to show the status of the project and will match the accompanying monthly invoice. Other administrative/management tasks will include the submittal of informal status updates, emails, and phone conversations.

RK&K will hold up to one (1) in-person meetings and two (2) virtual meetings for purposes of project coordination and comment review. RK&K will be responsible for meeting agendas (if needed) and summaries.

RK&K will develop a draft project schedule including all major milestones 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. Any changes or updates required during the project's progression will be provided to the Town.

Coordination will also be maintained by RK&K with appropriate state and local agencies, stakeholders, or officials having an interest in the project as requested by the TOH.

Deliverables

- Progress reports
- Schedule
- Meeting Agendas and Notes
- Meetings

2. Greenway Design

2.1. Greenway Design

All plans shall be developed using MicroStation V8i and GEOPAK software. Corridor Modeler or Open Roads may be used for the final submittal for this project dependent on statewide software standards at that time as well as the software developer's support.

All design shall be based on 2018 AASHTO, NCDOT, and TOH design criteria and standards.

RK&K shall prepare greenway construction plans on plan and profile sheets at a scale of 1" = 20' horizontal and 1" = 10' vertical. RK&K shall prepare cross sections at a scale of 1" = 10'. Cross sections to be provided at minimum 50-foot intervals and at all driveways.

Plan Submissions

Plans for the project are expected to include the following sheets:

- Title Sheet
- Abbreviations/Legend
- General Notes
- Plan View Sheets
- Profile Sheets
- Detail Sheets
- Cross Section Sheets
- Parking Area Sheets

All submissions are expected to include electronic files (CAD and PDF) only.

It is anticipated that the Town will provide templates for the title sheet, abbreviations/legend sheet, and standard notes for use by RK&K. In the event that these are not available, standard NCDOT templates will be utilized. Town standard details are expected to be used for construction.

Details for ADA curb ramps will be limited to ramp type, slopes and basic dimensions. Plans including spot elevations and full design details are not included in this scope.

RK&K will prepare all plans as described above for review at the following milestones. An Engineer's Estimate for Construction will be provided with each submittal.

- 30% - Provides layout and major features
 - Identifies existing utilities
 - Includes general layout of drainage features
- 90% - Addresses 30% comments and includes all details and information needed for ROW acquisition and construction
- 100% - Addresses TOH comments
 - Final sealed plans for construction

RK&K will prepare plans to support the TOH with public outreach. These are anticipated to be large scale NCDOT style hearing maps.

Prior to the 90% plan submission, RK&K's landscape architects will review the layout and make general suggestions for landscaping along the greenway. A detailed set of landscape plans is not included with this scope.

3. Drainage Design & Floodplain Analysis

3.1. Drainage Design

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. Hydraulic design will be limited to conveyance design any greenway swales and associated outfalls. No additional storm drainage improvements or stormwater management analysis or design for increased impervious cover is included.

This task includes:

- Conduct a site investigation to identify existing drainage features and patterns, existence of streams, wetland areas or buffer zones
- Utilize the approved 30% design plans to begin detailed drainage design. Engineer will develop hydraulic designs for roadside swale design, review of tie-ins to existing storm drainage systems, outfall analyses, and final cross pipe designs (if necessary).
- Develop erosion control plan sheets using standard details for perimeter controls
- Submit detailed plans and summary with the 90% Sidewalk Plan Submission

Design of Stormwater Control Measures is not included with this scope.

Deliverables

- Preliminary swale sizing and outlet point siting – shown on 30% plans
- Detailed hydraulic design– shown on 90% plans
- Hydraulic calculations – submitted with 90% plans

3.2. Hydraulic Analysis

RK&K will assist the Town in applying for a Floodplain Development Permit through the Town of Harrisburg for proposed within the Back Creek floodplain and floodway. RK&K will prepare a hydraulic FEMA No-Rise study and narrative. A hydraulic analysis for the pedestrian crossing at the unnamed tributary to Back Creek is excluded from this scope.

3.3. Stormwater Management

It is assumed that the project parking area off Caldwell Road will be greater the 1.6 acres in impervious service and bring the parcel over 24% impervious area and not require a submittal and approval of a Stormwater Management Plan as well as SCM design. These services are excluded from this scope. These services are also excluded from this scope for the Harrisburg Park greenway connection.

4. Natural Resources and Permitting

4.1. Natural Resources Investigation

RK&K Natural Resources staff will conduct a site/natural resources investigation to identify the existence of jurisdictional streams and wetlands. A preliminary jurisdictional determination request will be made on behalf of the Town to the US Army Corps of Engineers (USACE) and NC Division of Water Resources (NCDWR). RK&K will coordinate with representatives from both agencies to verify the extent and location of jurisdictional resources. A memorandum will be prepared to document the findings of the investigations. An assessment to determine if habitat is present for federally threatened and endangered species will be made under this task. If habitat is present, protected plant species survey findings will be included in the natural resources memorandum. (Bat and mussels surveys will be scoped separately if required)

4.2. Permitting

RK&K Natural Resources staff will provide Section 401/404 permitting services. A nationwide permit application will be coordinated, prepared, and submitted to the USACE and NCDWR on

behalf of the Town. RK&K is not responsible for permit application fees or compensatory mitigation.

5. Railroad Coordination

RK&K will gather information and submit for a Project Initiation Agreement (PIA) through the Norfolk Southern (NS) permitting portal. RK&K will review the PIA and advise the City on acceptability of the proposed budget and provisions.

RK&K will submit the 30% plans to Norfolk Southern for review and comment. RK&K will facilitate a comment resolution meeting (if needed).

It is assumed a Right of Entry is not needed, and that the project team will not need to access NS Right of Way. The fee charged by NS for the PIA and related activities will be paid directly by the TOH and is not included in this proposal.

6. Preliminary Geotechnical Study

6.1. Desktop Study

RK&K Geotechnical staff will review publicly available geologic, topographic, and property maps, geotechnical information for nearby sites from the NCDOT database, and survey, wetland, and conceptual information prepared and collected by our RK&K team.

6.2. Site Reconnaissance and Preliminary Field Data Collection

RK&K will perform preliminary geotechnical field investigations for the design of the greenway. Based on the information available at this time, the investigation will include:

1. Site reconnaissance in the area of the bridge over the railroad.
2. Up to 10 hand augers along the greenway and boardwalk alignment. Hand augers will be extended to depths of six feet below the existing ground or hand auger refusal, whichever occurs first.

The purpose of the site reconnaissance in the area of the bridge over the railroad is to provide geotechnical feedback for development of the structural conceptual design. The purpose of the 10 hand auger borings is to assess shallow subsurface conditions including shallow water in near the pedestrian bridges. Site access, visible utilities, obstructions, clearing needs, and difficult moving for drilling equipment required during task 2 will also be better evaluated along the conceptual alignment.

RK&K will develop a boring location plan in accordance with the approved conceptual plans. The boring locations will be marked in the field using a handheld GPS device. RK&K will contact NC811 to locate utilities along the proposed greenway alignment. Permits, if required, must be obtained by others. Site restoration and installation of erosion prevention and sediment control measures are not included within this scope of services.

Hand auger borings will be performed in accessible areas within the right of way. Spacing will be on the order of 500 feet within non-boardwalk areas, near the approaches for the pedestrian

bridge, and one hand auger boring within the bridge span for the pedestrian bridge over the Unnamed Stream 2 and pond drainage outlet. Auger cuttings will be visually classified in the field.

6.3. Preliminary Letter Report

After completion of the desktop study, site reconnaissance, and preliminary field investigation, RK&K will prepare preliminary letter report which will include the findings of the desktop study, site reconnaissance, and preliminary field investigation as well as preliminary geotechnical design and construction recommendations and attached hand auger boring logs.

7. Structures

7.1. Structures Estimates

RK&K Structures Design staff will prepare preliminary estimates of the required boardwalks and pedestrian bridges. These estimates will include preliminary costs, lengths, clearances, and materials. RK&K Structures will coordinate with all necessary disciplines in assembling the estimates. It is currently assumed that the list of required structures includes:

1. Pedestrian Bridge over Railroad
2. Pedestrian Bridge over Unnamed Stream 2 and pond drainage outlet

7.2. Structures Conceptual Plans

RK&K Structures Design staff will prepare Conceptual Plans for the Pedestrian Bridge over the Railroad. These conceptual plans will consist of two sheets, a plan and profile sheet and a typical section. The information shown will include span length, required vertical and horizontal clearances, a conceptual typical section, and approach information. These plans will be used with railroad coordination and scoping of the final structure.

8. Location Surveys and SUE

Please refer to the scope of work provided in Appendix A.

**Harrisburg Rail and Trail Greenway
Project B - Rail Crossing to Harrisburg Park
Task 01 - Design Phase 01
Project No. 25079.001
FEE SUMMARY**

ALL ITEMS LUMP SUM							
Task Number	Task Name	RK&K Hours	RK&K Labor	RK&K Expenses	RK&K Total	Sub-Consultant Fees	Design Team Task Total
1	PROJECT MANAGEMENT & ADMIN	19	\$ 4,623.67	\$ -	\$ 4,623.67	\$ -	\$ 4,623.67
2	GREENWAY DESIGN	311	\$ 41,144.90	\$ -	\$ 41,144.90	\$ -	\$ 41,144.90
3	DRAINAGE DESIGN & FLOODPLAIN ANALYSIS	213	\$ 28,600.98	\$ -	\$ 28,600.98	\$ -	\$ 28,600.98
4	NATURAL RESOURCES & PERMITTING	99	\$ 13,266.22	\$ 835.00	\$ 14,101.22	\$ -	\$ 14,101.22
5	RAILROAD COORDINATION	24	\$ 5,471.24	\$ -	\$ 5,471.24	\$ -	\$ 5,471.24
6	GEOTECHNICAL COORDINATION	134	\$ 23,300.83	\$ 1,150.60	\$ 24,451.43	\$ -	\$ 24,451.43
7	STRUCTURES	96	\$ 13,216.15	\$ -	\$ 13,216.15	\$ -	\$ 13,216.15
8	SURVEY & SUE	6	\$ 1,434.20	\$ -	\$ 1,434.20	\$ 15,500.00	\$ 16,934.20
-	-	0	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	0	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	0	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	0	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	0	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	0	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	0	\$ -	\$ -	\$ -	\$ -	\$ -
Total		902	\$ 131,058.19	\$ 1,985.60	\$ 133,043.79	\$ 15,500.00	\$ 148,543.79

ENGINEERING FIRM NAME:

RK&K
10150 Mallard Creek Rd, Suite 300
Charlotte, North Carolina 28262

CONTACT PERSON:

Roman Prokopovych, P.E.
Project Manager
Telephone No: (980) 235-0011
Email: rprokopovych@RK&K.com

Cost Prepared by:

Roman Prokopovych, P.E.

7/23/2025

**Harrisburg Rail and Trail Greenway
Project B - Rail Crossing to Harrisburg Park
Task 01 - Design Phase 01**

[illegible]

Harrisburg Rail and Trail Greenway
Project B - Rail Crossing to Harrisburg Park
Task 01 - Design Phase 01

GREENWAY DESIGN	Project Manager	Senior Engineer	Project Engineer	Associate Engineer	CADD/Tech	0	Totals
Preliminary Stage (30%)							0.0
Prepare Title Sheet			1.0	1.0			2.0
Prepare Typical Sections		2.0	2.0	4.0			8.0
Prepare Preliminary Horizontal Layout	2.0	1.0	5.0	8.0	0.0		16.0
Prepare Existing and Proposed Profile	2.0	1.0	5.0	8.0	0.0		16.0
Corridor Modeling	0.0	1.0	5.0	8.0	0.0		14.0
Prepare Plan Sheets	0.0	1.0	3.0	5.0	8.0		17.0
Prepare Profile Sheets	0.0	1.0	2.0	4.0	8.0		15.0
Prepare Cross Sections	0.0	1.0	2.0	8.0	9.0		20.0
Prepare Construction Estimate	1.0	0.0	3.0	5.0	0.0		9.0
Prepare 30% Submittal Package	2.0	1.0	5.0	5.0	4.0		17.0
							0.0
							0.0
Final Plans Stage (90%)							0.0
Revise Preliminary Horizontal Layout	1.0	1.0	5.0	6.0	0.0		13.0
Revise Existing and Proposed Profile	1.0	0.0	5.0	9.0	0.0		15.0
Corridor Modeling	0.0	1.0	2.0	6.0	0.0		9.0
Revise Plan Sheets	1.0	1.0	1.0	3.0	6.0		12.0
Revise Profile Sheets	1.0	1.0	1.0	3.0	6.0		12.0
Plot Hydro on Plans, Profiles, and X-sections	0.0	0.0	2.0	6.0	9.0		17.0
Prepare General Detail Plans	0.0	0.0	1.0	3.0	3.0		7.0
Revise Cross Sections	0.0	0.0	1.0	5.0	3.0		9.0
Prepare Construction Estimate	1.0	0.0	3.0	5.0	0.0		9.0
Prepare 90% Plan Package and submit for review	1.0	1.0	3.0	5.0	0.0		10.0
							0.0
Sealed Plans							0.0
Plan Revisions	2.0	4.0	8.0	8.0			22.0
Submit Final Sealed Plans	2.0		4.0	4.0			10.0
							0.0
							0.0
							0.0
							0.0
							0.0
							0.0
Public Outreach Materials	2.0	2.0	4.0	4.0	10.0		22.0
							0.0
General Landscape Review	6.0				4.0		10.0
							0.0
							0.0
Total Hours	25.0	20.0	73.0	123.0	70.0	0.0	311.0
Billing Rate (\$/hr)	\$ 280.05	\$ 198.02	\$ 141.44	\$ 113.15	\$ 84.86	\$ -	
Total Labor Fee	\$ 7,001.28	\$ 3,960.32	\$ 10,325.12	\$ 13,917.70	\$ 5,940.48	\$ -	\$ 41,144.90
						TOTAL LABOR	\$ 41,144.90
Direct Expenses							
						TOTAL EXPENSES	\$ -
Sub-Consultant Fees							
						TOTAL SUBCONSULTANTS	\$ -

**Harrisburg Rail and Trail Greenway
Project B - Rail Crossing to Harrisburg Park
Task 01 - Design Phase 01**

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**Harrisburg Rail and Trail Greenway
Project B - Rail Crossing to Harrisburg Park
Task 01 - Design Phase 01**

[illegible]

**Harrisburg Rail and Trail Greenway
Project B - Rail Crossing to Harrisburg Park
Task 01 - Design Phase 01**

[illegible]

[illegible]

**Harrisburg Rail and Trail Greenway
Project B - Rail Crossing to Harrisburg Park
Task 01 - Design Phase 01**

[illegible]

Appendix A

Survey and SUE Scope

July 21, 2025

252183

Roman Prokopovych, PE
RK&K
124 Floyd Smith Office Park Drive, Suite 240
Charlotte, NC 28262

Ref: Rail Greenway-Harrisburg, NC- Rail Crossing and trail to Park

Thank you for requesting our Geomatics services for the above project. Please find below our proposed scope of work, fee and schedule.

Survey Limits

Survey limits for this project are shown below:



4300 Edwards Mill Rd.

Suite 200

Raleigh, NC 27612

919.233.8091

www.mckimcreed.com

1. Courthouse Research

McKim & Creed will perform courthouse research for approximately 3 properties/easements including deeds, plats and NCDOT records.

2. Property Owner Contact

McKim & Creed will mail letters to all affected owners prior to beginning our field work. Field personnel will have copies of this letter in hand while performing our field work. We will knock on doors and attempt to make personal contact with owners before entering private properties as needed.

3. Field Property Ties and Recon

McKim & Creed will recon & locate corners to establish approximate property line locations. We will also recon and locate existing right-of-way monumentation if available. McKim & Creed estimates a total of 3 properties/easements.

4. Property Analysis and Computations

McKim & Creed will perform computations and analysis on existing properties and easements within the limits.

5. Baseline Control

McKim & Creed will establish baseline control covering the project limits. This is estimated to be about 1,200 LF. McKim & Creed will run levels on the control. McKim & Creed will also set and control (1) One benchmark throughout the project.

6. Field Location of Topo

McKim & Creed will obtain any planimetric/DTM features within the survey limits. This will include locating creek information within the survey limits.

7. Location of Gravity Utilities

McKim & Creed will locate gravity utilities within the survey limits or have facilities crossing under the roadway survey limit. Top elevations, invert elevations, pipe sizes, pipe materials and pipe connectivity will be located.

8. SUE Scope

SUE services include the horizontal detection and mapping of underground facilities. Geophysical prospecting methods are used to indicate the presence and surface position of buried utilities. Non-gravity utilities such as water, gas, power, sanitary force main, telephone (direct buried and in conduit) and cable TV are investigated, identified and marked in the field in order to be surveyed and mapped. Irrigation systems, traffic control wires and parking lot lights are not included. **(Quality Level B)** SUE information should not be used for construction purposes, or where exact horizontal and vertical measurements are required. Utility exposure **(Quality Level A)** SUE permits precise three-dimensional measurements to be taken on utilities for accurate locations. **(Quality Level A)** SUE services allow for direct visual inspection of underground facilities. McKim & Creed uses a non-destructive and minimally intrusive vacuum excavation method to expose utilities at critical points. Verification of type and location of each utility is recorded and reported in a document describing the utility and the surrounding work site or tag and table.

Only **(Quality Level A) SUE** information can be guaranteed. The accuracy of **(Quality Level B) SUE**, designating information is subject to field conditions beyond our control. However McKim & Creed will make every attempt to provide a comprehensive and positionally correct utility map to the limit allowable by the instrumentation. Contracting McKim & Creed's SUE services does not relieve any party from their obligation to contact the utility damage prevention system before digging begins.

The **(Quality Level B) SUE** process is comprised of detecting the presence of existing subsurface non-gravity utilities, known/unknown, active/abandoned, conductive/non-conductive, with the below tools.

- Multi-frequency electromagnetic (EM) cable/pipe instrument 8.1 kHz, 81 kHz, 480 kHz, & 60 Hz EMF passive mode for the detection of conductive utilities and energized cables
- Ground Penetrating Radar (GPR) 450 MHz antenna used to see non-conductive pipes (reinforced concrete, terracotta, polyvinyl chloride plastic, asbestos cement, polyethylene plastic, wood, bamboo, etc.) at depths of 1.5 feet to 8 feet.

The subsurface utilities will be identified with inverted spray paint and the following color code:

- Red = Electric
- Blue = Water
- Orange = Telecommunications/ Cable Television
- Yellow = Natural Gas
- Pink = Unknown Utility

Any utility vaults inside the project limits will need to be opened to verify the direction, quantity of subsurface utilities, pipe size, number of pipes and material type of pipes. McKim & Creed will work from the surface and not "break the plane". We do not perform confined space entry.

Our service will be performed in accordance with the standards as set by the American Society of Civil Engineers in publication *CI/ASCE 38-02 – Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data*.

2D/3D Mapping

McKim and Creed will map all data per current NCDOT standards. 3D data will be mapped into the ECTM file with an existing ground surface. The 2D data will be mapped in the CON and other associated files. We will deliver DGN files in Microstation ORD Format version 2023.

Project Management & Supervision

Time will be allowed for a PLS to manage and supervise this project.

Traffic Control & Safety

McKim and Creed will perform a full safety meeting with all personnel prior to beginning this project. Proper safety signage will be required when working near roadways. Proper personal protective equipment (PPE) will be required.

DELIVERABLES

- 2D Microstation File (CON, PRL, ELN, etc.) ORD 2023 Format
- 3D ECTM Microstation File ORD Format

Exclusions

- Boundary surveys
- Construction Staking
- Easement Staking or Exhibit mapping
- Best Fit Alignments
- Railroad Right of Entry Permits or Railroad mapping

Schedule

McKim and Creed can begin work within 5 working days after receiving a fully executed subconsultant agreement. McKim and Creed can complete the above scope of work within an additional 60 working days.

Compensation

RK&K agrees to compensate McKim & Creed at a lump sum rate for the services shown below.

Survey (Conventional Topo)	\$10,500.00 (Lump Sum)
<u>SUE QL BC</u>	<u>\$5,000.00 (Lump Sum)</u>
Total	\$15,500.00(Lump Sum)

Thanks again for requesting our services. I truly look forward to working with you and RK&K again!

Sincerely,

Richard A. Mitchell

Richard Mitchell, PLS
Transportation Survey Manager
McKim & Creed, Inc.

Harrisburg Rail and Trail Greenway Project B, Task 02 – Design Phase 02 RAIL CROSSING AND TRAIL TO PARK

Town of Harrisburg, Cabarrus County

Scope of Work

July 23, 2025

Description of the Project

The Town of Harrisburg (TOH) plans to add a greenway connection between Caldwell Road and Harrisburg Park as shown in Green in Figure 1 below. The greenway will be approximately 1-mile in length. The Greenway will run along the north side of Back Creek. A parking area at the western project limits will also be constructed on a Town owned parcel.

This scope includes the “B” section of the project, including the rail crossing and trail from that crossing to Harrisburg Park. A separate proposal for the “A” project will include the trail from Caldwell Road to the Rail Right-of-Way.

Please note that this proposal includes our best estimate of tasks required for final design and bidding support that cannot be defined at this stage. This is a general estimate which may need to be revised once work has been substantially completed in under Project B, Task 01 – Design Phase 01.

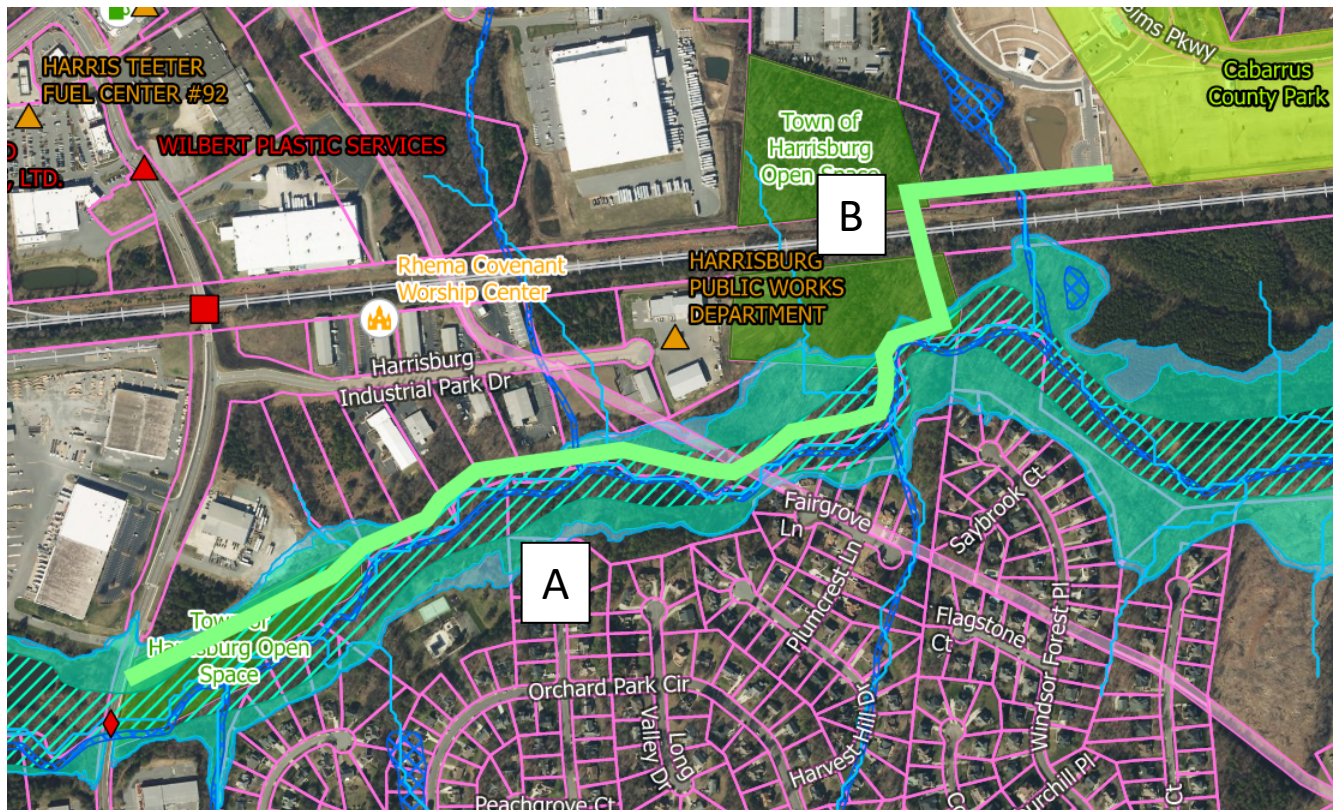


Figure 1 - Project Limits

This scope includes the following general tasks as detailed in the “Description of Services”:

- Bid Package Preparation & Bidding Assistance
- Erosion Control
- Utility Coordination
- Geotechnical Services
- Structural Design

The following list of scope items are not anticipated for this Task Order and are excluded from this scope of work:

- Traffic Design Including
 - Work Zone Traffic Control Design
 - Pavement Marking & Signing
- Traffic Analysis
- Conditional Letter of Map Revision (CLOMR) Application
- Utility Design and Permitting
 - Including Water/Sewer
- NEPA Planning/Public Involvement Meetings/Stakeholder Coordination
- ROW Acquisition Services
- ROW Plat Preparation
- ROW and Easement Staking
- Subsurface Utility Exploration (Level A)

Description of Services

RK&K will provide professional services for this project in accordance with the following tasks:

1. Greenway Design

1.1. Bid Package Preparation & Bidding Assistance

This task will include supporting TOH in their preparation of bidding documents and design support during the bidding phase.

RK&K 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 deliver these to the TOH for inclusion in the overall bid package. TOH will develop and disseminate the bid documents. RK&K will attend the pre-bid meeting and will support the Town is responding to contractor questions and developing up to three (3) addenda.

2. Erosion Control

2.1. 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 controls fit within the available right of way.

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.

2.1.1. 65% 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.
- Draft Erosion Control Plan Set will be submitted for Right of Way and Constructability Review – any comments to be incorporated into the RFC submission.
- Submit erosion control plan to the Mooresville NCDEQ office

2.1.2. 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 and GEOPAK work as well as plotting plan sheets for meetings.

- Design Intermediate/Final Phase Erosion Control Plans: The final design should incorporate the Clearing and Grubbing Sediment Basins.
- 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.
- Revise erosion control plan to the Mooresville NCDEQ office and assist with NCG01 permitting.

Erosion and sediment control plans and permit applications will be prepared for NC DEQ submittal and review. Permit application fees will be paid by the Town.

2.1.3. 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 The Town.
- Plan Review & Rework
- Prepare & Submit Final Plans & Quantities: Determine quantities of materials needed and soil and sediment excavation required

3. Utility Coordination

3.1. Utility Coordination

This scope of work assumes that no new or relocated utilities will be designed as a part of this project and that utility work will be limited to coordination of project information with existing utility owners as noted below. Scope does not include design and permitting for any water or sanitary sewer relocations or monitoring of construction. Scope does not include preparation of UBO plans, agreement execution or relocation monitoring. One (1) formal utility meeting is proposed for the effort for the purposes of establishing contacts with area owners and confirming existing utility locations.

RK&K will review all available data, and in coordination with the project surveyor, establish a list of known utility owners within the project limits. RK&K will contact these owners to solicit record plans and will review plans and survey data (as detailed in Appendix A) to identify potential conflicts with the proposed project. If any conflicts are apparent, RK&K will coordinate these with

the Town to determine appropriate measures and to develop a supplemental scope for detailed utility coordination and monitoring.

4. Geotechnical

This task will include geotechnical engineering services conforming to NCDOT guidelines and generally accepted engineering practices and procedures and be performed in accordance with the following:

RK&K will perform geotechnical field investigations for the design of the greenway. The subject site is within the flood plain of a moderately to heavily wooded site across the proposed alignment.

Based on the information available at this time, the investigation will include:

- Path clearing and removal of underbrush and trees (less than ~18-in diameter) for access of the drilling equipment necessary for the soil test borings. Access through the current construction area and crossing over the creek bed will be necessary.
- Up to one (1) Standard Penetration Test boring along the greenway alignment to depths of 10 feet below the existing ground surface or auger refusal, whichever occurs first (10 feet)
- Up to eight (8) Standard Penetration Test borings for the pedestrian bridge over the railroad to depths of 15 feet below the existing ground surface or auger refusal, whichever occurs first (80 feet)
- Up to four (4) Standard Penetration Test borings for pedestrian bridge over unnamed Stream 2 to depths of 15 feet below the existing ground surface or auger refusal, whichever occurs first (60 feet)
- Extending up to two of the borings to auger refusal in the vicinity of the proposed pedestrian bridges and rock coring 5 to 10 feet below the auger refusal depth (20 feet)

RK&K will develop a boring location plan in accordance with the approved 30% design plans. The boring locations will be marked in the field using a handheld GPS device. RK&K will contact NC811 to locate utilities along the proposed greenway alignment. Additionally, RK&K will contact a private utility locator to mark the alignment if necessary. We assume the town will coordinate with property owners, including the railroad, regarding permission for site access and path clearing. Permits, if required, must be obtained by others. RK&K will send a letter to notify property owners when access is required for drilling of borings. Site restoration and installation of erosion prevention and sediment control measures are not included within this scope of services.

Representative auger boring and split spoon samples will be obtained to verify visual field classification and determine soil index properties. Up to forty (40) samples will be tested for Atterberg limits, grain size, and natural moisture. The rock core samples will be obtained to verify visual field classification. Up to three (3) rock core samples will be tested for unconfined compressive strength. All laboratory testing will be performed in accordance with the latest AASHTO procedures.

After completion of the field investigation, RK&K will prepare Subsurface Investigation and Recommendations engineering reports which will include the findings of the field investigation,

geotechnical design and construction recommendations, and results of engineering analyses. Up to one round of comments will be reviewed and addressed.

Deliverables

- One (1) Subsurface Investigation and Recommendations Report for the proposed greenway.
- One (1) Subsurface Investigation and Recommendations Report for the proposed boardwalk and pedestrian bridge foundations

Assumptions

This above scope of services was developed assuming:

- The greenway will be near existing grade and cuts and fills will be less than 5-ft.
- Major slope modifications are not planned and so global stability analysis will not be required.
- Major structures such as retaining walls and culverts are not planned.
- There will be up to two pedestrian bridges. The pedestrian bridge over the railroad will be four spans and the pedestrian bridge over unnamed Stream 2 will be three spans.
- Traffic control will not be necessary for site access.
- Remobilization due to restrictions / difficult coordination with the railroad will not be required.
- Permitting, and property letters are excluded.
- Direct measurements of shear wave velocities will not be needed.
- Tunnels are not planned.

Railroad Coordination – RK&K will coordinate with the Rail Owner to obtain required permits to enter their ROW for testing purposes only. This effort will include an assumed \$2000 for the application fee, and \$2000 for RRPL insurance.

5. Structure Design

5.1. *Structure Design*

RK&K Structure Design staff will provide engineering services including design, plan preparation, and quantities for the specified structures. RK&K will coordinate activities with all appropriate engineering disciplines and bridge superstructure vendors. All bridges will be designed to meet the approved typical sections and grades. All bridges will be designed in accordance with the AASHTO LRFD Bridge Design Specifications 10th edition and the AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges 2nd edition unless otherwise noted. Bridge geometry will be in accordance with the approved BSRs and Structure Recommendations.

Deliverables

One (1) electronic copy of Preliminary General Drawings

One (1) electronic copy of 90% Plans

One (1) electronic copy of Final Sealed Plans, Special Provisions, Bridge Construction Elevations, and quantities.

Task 1 – Pedestrian Bridge over Railroad

The task is the design of the substructure for the pedestrian bridge over the Railroad and design of the necessary approaches. RK&K will design the pedestrian bridge substructure and the necessary approach spans. The main span superstructure will be supplied by a vendor. The vendor will be responsible for the design and fabrication of the main span superstructure and bearings. RK&K will coordinate with the vendor for all necessary items including span length, aesthetics, bridge geometry, bearing loads etc.

Task 2 – Pedestrian Bridge over unnamed Stream 2

The task is the design of the substructure for the pedestrian bridge over unnamed Stream 2 and the design of the boardwalk approaches for the greenway boardwalk extensions. RK&K will design the pedestrian bridge substructure and the necessary boardwalk approach spans. The main span superstructure will be supplied by a vendor. The vendor will be responsible for the design and fabrication of the main span superstructure and bearings. RK&K will coordinate with the vendor for all necessary items including span length, aesthetics, bridge geometry, bearing loads etc.

**Harrisburg Rail and Trail Greenway
Project B - Rail Crossing to Harrisburg Park
Task 02 - Design Phase 02
Project No. 25079.001
TASK ORDER 2 FEE SUMMARY**

ALL ITEMS LUMP SUM							
Task Number	Task Name	RK&K Hours	RK&K Labor	RK&K Expenses	RK&K Total	Sub-Consultant Fees	Design Team Task Total
1	BID SUPPORT	25	\$ 4,907.97	\$ -	\$ 4,907.97	\$ -	\$ 4,907.97
2	EROSION CONTROL	115	\$ 15,134.93	\$ -	\$ 15,134.93	\$ -	\$ 15,134.93
3	UTILITY COORDINATION	44	\$ 7,866.89	\$ -	\$ 7,866.89	\$ -	\$ 7,866.89
4	GEOTECHNICAL	361	\$ 57,254.91	\$ 5,452.60	\$ 62,707.51	\$ 21,647.50	\$ 84,355.01
5	STRUCTURES	1,042	\$ 122,866.10	\$ -	\$ 122,866.10	\$ -	\$ 122,866.10
-	-	0	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	0	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	0	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	0	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	0	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	0	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	0	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	0	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	0	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	0	\$ -	\$ -	\$ -	\$ -	\$ -
Total		1,587	\$ 208,030.80	\$ 5,452.60	\$ 213,483.40	\$ 21,647.50	\$ 235,130.90

ENGINEERING FIRM NAME:
RK&K
10150 Mallard Creek Rd, Suite 300
Charlotte, North Carolina 28262

CONTACT PERSON:
Roman Prokopovych, P.E.
Project Manager
Telephone No: (980) 235-0011
Email: rprokopovych@RK&K.com

Cost Prepared by:
Roman Prokopovych, P.E.

7/23/2025

**Harrisburg Rail and Trail Greenway
Project B - Rail Crossing to Harrisburg Park
Task 02 - Design Phase 02**

[illegible]

**Harrisburg Rail and Trail Greenway
Project B - Rail Crossing to Harrisburg Park
Task 02 - Design Phase 02**

[illegible]

**Harrisburg Rail and Trail Greenway
Project B - Rail Crossing to Harrisburg Park
Task 02 - Design Phase 02**

[illegible]

**Harrisburg Rail and Trail Greenway
Project B - Rail Crossing to Harrisburg Park
Task 02 - Design Phase 02**

[illegible]

**Harrisburg Rail and Trail Greenway
Project B - Rail Crossing to Harrisburg Park
Task 02 - Design Phase 02**

[illegible]



**TOWN OF HARRISBURG, NORTH CAROLINA
MASTER SERVICE AGREEMENT FOR
ON-CALL PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT (“Master Service Agreement” or “MSA”) is made and entered into as of the 14 day of March, 2025, by the Town of Harrisburg (“Town”) and RK&K (“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 On-Call Professional Engineering, and other technical Professional Services related to general municipal engineering, design, construction, and inspection as set forth in and in accordance with Supplemental Services Agreements (“SSA”); and

WHEREAS, the Town issued a “Request for Qualifications for On-Call Professional Engineering Services RFQ” dated the 2nd day of January 2025; 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 the Town’s on-call process is to secure more than one general engineering professional to provide professional on-call engineering, design, construction, and inspection services. The purpose of this Agreement is to provide the basic terms and conditions by which Consultant will provide its services to the Town, as the need for Services may arise, and in accordance with the standards and requirements as described herein, and in each SSA.

SECTION II: SERVICES and SCOPE to be PERFORMED

The Consultant shall perform on-call Services as set forth in this MSA and SSA. The SSA is made a part of this Agreement as if fully set forth herein. The Town shall pay Consultant for the performance of Services in the manner set forth herein and in the SSA.

Requests for services made by the Town to Consultant are contingent upon execution of an SSA and the sufficiency of funding. No services shall commence on a particular project until an SSA has been executed by both parties, and the Town has issued a Notice to Proceed to Consultant. Any amendments, corrections, or change orders by either party must be made in writing signed in the same manner as the original. (This form may be used for amendments and change orders.) The Town reserves the right to refuse payment for any work outside that authorized herein or pursuant to a duly approved amendment or change order.

Services to be provided shall be set forth in an SSA and amendments to that agreement. The SSA may also include additional terms and conditions regarding payment and other matters necessary for the execution of projects. SSAs shall not vary the terms of this Agreement, except where this Agreement authorizes such variance, and shall be interpreted consistently with this Agreement. If there is a conflict between this Agreement and SSAs, this Agreement shall control.

The Town has no obligation to provide Consultant with any work hereunder and does not guarantee the issuance of any minimum number of SSAs under this Agreement.

Consultant represents and agrees that now and continuing for the term of this Agreement, Consultant:



- is experienced, qualified, skilled, and fully capable of performing Services in a competent and professional manner; and
- shall exercise reasonable care and diligence, and shall act in the best interest of Town; and
- shall act in accordance with generally accepted standards of Consultant's practice applicable to the locality; and shall comply with this Agreement, applicable SSAs, and with all applicable federal, state, and local laws, ordinances, codes, rules, and regulations (collectively "Laws and Regulations"); and
- possesses all necessary qualifications, licenses, and certifications; and
- shall perform in a timely manner and in accordance with schedules required under this Agreement or an applicable SSA, time being of the essence; and
- shall work in good faith with Town to meet requirements imposed by the federal or state government or other funding entity if grants are used to fund any portion of projects; and
- the individual(s) signing Agreement have the right and power to do so and bind Consultant to the obligations set forth herein and such individuals do so personally warrant that they have such authority.

SECTION III: AGREEMENT DURATION

This Agreement shall authorize SSAs to be executed for a three (3) year period from the date of execution of this Agreement. Any SSA executed within period of execution of this Agreement shall be binding for the period set forth therein, and this Agreement and such SSA, and amendments to such Agreements, shall be binding for the time period set forth in the SSA. Any SSA executed within this three-year period may be amended for additional scope, fee, or time. The Agreement may be extended for two (2), one-year periods.

Services shall commence upon execution of SSAs describing the specific project and Services to be performed. A written Notice to Proceed following execution of such SSA(s) will be issued to the Consultant. Consultant will not commence Services until such notice is received.

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

The terms of payment for Services provided by Consultant shall be set forth in each SSA. Such agreement may provide for compensation in accordance with an hourly rate schedule, or a set fee for Services, paid one time or in periodic payments, or a combination of these methods of compensation.

Unless otherwise provided in the SSA, Consultant shall obtain, and provide, without additional cost to the Town, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform Services under this Agreement. In addition to hourly rates or the set fee payment set forth in the SSA, Town shall pay Consultant for expenses and costs only when reimbursement for such items is specifically provided for in an SSA. The Town shall not be obligated to pay any expenses and costs not specifically identified in an SSA.

SECTION VI: CONSULTANT'S BILLINGS TO TOWN

The Consultant shall submit an invoice once Service is completed or at designated times during the course of completing a Service. Once the invoice is submitted and approved by the appropriate department the terms will be Net 30 days. The terms may only be changed by written consent of the Finance Director.

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 a duly executed SSA, 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: ATTACHMENTS

The following attachments are made a part of this Agreement and incorporated herein by reference:

Exhibit “A”: SSA Template

Exhibit “B”: E-Verify Affidavit

Exhibit “C”: Tax Forms

Exhibit “D”: Certificate of Insurance

SECTION X: 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:

RK&K

Attn: Roman B. Prokopovych

Senior Project Delivery Leader

10150 Mallard Creek Road, Suite 300

Charlotte, NC 28262

rprokopovych@rkk.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 XI: 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 XII: 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 of 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 XIII: 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]



HARRISBURG, NORTH CAROLINA
MSA – FY2025 ON-CALL PROFESSIONAL ENGINEERING SERVICES – RK&K

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:

Signed by:
Robert Donham
By: 98D5068DA25447E
Town Manager

Date: 3/25/2025

Rummel Klepper & Kahl, LLP (RK&K)
(Typed or Printed Legal Name of Consultant)

By: B. Keith Skinner
Signature of Authorized Officer

Printed Name: B. Keith Skinner

Title: Partner

ATTEST BY:

Signed by:
Janet Rackley 3/25/2025
2100D95E2C0D40C...
Town Clerk

Date: 3/13/2025

ATTEST:

BY: [Signature]
Signature of Authorized Officer

APPROVED AS TO FORM:

Signed by:
RICHARD M KOCH 3/25/2025
3C043D330DD745D...
Attorney for Town of Harrisburg

Printed Name: Peter Patrone

Title: Partner

SEAL N/A

APPROVAL BY TOWN FINANCE OFFICER

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

DocuSigned by:

Brian Lee 3/21/2025
0E600CB5D121494...
Signature X-56310



EXHIBIT A

(SSA Template)



SUPPLEMENTAL SERVICES AGREEMENT NO. [#]

TOWN OF HARRISBURG, NORTH CAROLINA SUPPLEMENTAL SERVICES AGREEMENT TO THE MASTER SERVICE AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES

SECTION I: PURPOSE

The purpose of this Supplemental Services Agreement (hereinafter “SSA”) is for, RK&K, the Consultant, to provide On-Call general engineering Professional Services, as assigned, in accordance with the Agreement titled, “TOWN OF HARRISBURG, NORTH CAROLINA MASTER SERVICES AGREEMENT FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES” between the Town and RK&K, dated [date] (hereinafter “Master Services Agreement” or “MSA”).

SECTION II: SCOPE

Consultant will perform On-Call Professional Engineering Services on an as-needed basis upon receipt of request and assignment from the Town representative. The Consultant shall comply with all terms of the MSA, which agreement is incorporated into this SSA as if fully set forth verbatim herein. Duties will involve [general scope of services].

Services to be provided include, but are not limited to [specific scope of services]. Consultant and the Town will mutually determine at time of assignment of individual tasks the Consultant personnel to be assigned, schedule, and deliverables.

SECTION III: SCHEDULE

Consultant shall perform tasks as expeditiously as practical and in conformance with schedules developed at the time of assignment of individual tasks and agreed upon by the Town and Consultant.

SECTION IV: PERIOD OF SERVICE

This SSA shall be for a period of from [date] to [date].

SECTION V: COMPENSATION

Consultant shall perform the services detailed in the scope described in Section II above on the basis of the hourly rate schedule or set fee for services and attached hereto.

Billing shall be on a monthly basis in conformance with Section VI of the MSA, and invoices for all compensation owed in accordance with this SSA shall be submitted to the Town with sufficient detail to process the invoice for payment and for a proper pre-audit and post-audit thereof in accordance with Town standards. The total amount billed to the Town under this Supplemental Service Agreement shall not exceed [amount] nor shall the Consultant incur costs above [amount] without the written permission of the Town.

SECTION VI: INSURANCE COVERAGE

Consultant shall provide insurance coverage as provided for in Section VII of the MSA.

SECTION VII: OTHER SPECIAL TERMS

The Town will provide the Consultant all pertinent information and data available to the Town and deemed necessary to perform assigned tasks.



HARRISBURG, NORTH CAROLINA
SSA – FY2025 ON-CALL PROFESSIONAL ENGINEERING SERVICES – RK&K

[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: _____

Attorney for Town of Harrisburg

Title: _____

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



HARRISBURG, NORTH CAROLINA
MSA – FY2025 ON-CALL PROFESSIONAL ENGINEERING SERVICES – RK&K

EXHIBIT “B”

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

AFFIDAVIT

I, B. Keith Skinner (the individual signing below), being duly authorized by and on behalf of Rommel Klepper & Kohl, LLP (RK&K) (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 Town of Harrisburg.
5. Employer shall have a continuing duty to inform the Town of Harrisburg of any changes to this sworn information.

This 14th day of March, 2025

B. Keith Skinner
Signature of Affiant
Print or Type Name: B. Keith Skinner

State of North Carolina County of Cabarrus

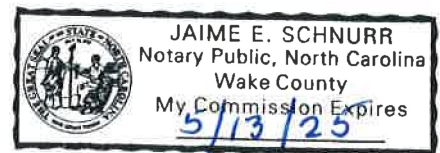
Signed and sworn to (or affirmed) before me, this the 14th

day of March, 2025.

My Commission Expires:

Jaime E. Schnurr
Notary Public

(Affix Official/Notarial Seal)





**AN ORDINANCE AMENDING THE 2025-2028 CAPITAL PROJECTS 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 Capital Projects Fund – Transportation ordinance for the fiscal years beginning July 1, 2024 and ending June 30, 2028:

Section 1. Amend the Capital Projects Fund – Transportation to account for the Harrisburg Rail Trail Project. 2025-3001-004.

Section 2. To amend the Capital Projects Fund – Transportation, the appropriations are to be changed as follows:

Increase line item 319-3001-56310 Professional Services 2025-3001-004-01	\$ 69,000
--	-----------

Decrease line item 319-3001-57100 Construction 2025-3001-004-02	\$ 69,000
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Section 3. 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 4. That this ordinance shall be effective upon its passage. Adopted this 8th day of September, 2025.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Construction Services Contract for Back Creek Greenway Trailhead

Presenting Personnel:

Devin Huston, Town Engineer

Suggested Motion or Action:

Motion to authorize the Town Manager to finalize negotiation and execution of the attached Construction Services Contract for the Back Creek Greenway Trailhead to Ram Pavement Services in an amount not to exceed \$379,807.67 and the related FY2026 Budget Ordinance and Project Ordinance amendments.

Description/Background:

The Back Creek Greenway Trailhead project will expand the existing parking lot located at the Burg Church with a section open for public use to access the greenway. The greenway extension will connect the existing portion of Back Creek Greenway behind the Camellia Gardens neighborhood and Hickory Ridge Middle School to Hickory Ridge Road via approximately 660' of new greenway.

Recommendation:

Staff Recommends authorizing the Town Manager to finalize negotiation and execution of the attached Construction Services Contract for the Back Creek Greenway Trailhead to Ram Pavement Services in an amount not to exceed \$379,807.67 and the related FY2026 Budget Ordinance and Project Ordinance amendments.

Fiscal Impact:

The fiscal impact of this contract is \$379,807.67. The original budget established for this project is \$220,000, which is funded by the Town's Capital Reserve Fund - General Fund. The attached amendments increase this funding from the Capital Reserve Fund by \$160,000, bringing the total project budget to \$380,000.

This project was informally bid with an expectation of being under \$500,000 and received three submissions. The Town attorney has approved the attached contract.

Attachments:

1. Amendment - CPF-TR - Back Creek Greenway Trailhead 09082025
2. Amendment - CRF - GF - Back Creek Greenway Trailhead 09082025
3. BC GWAY TH Bid TAB
4. Back Creek GWAY TH - Standard Form Construction Contract



AN ORDINANCE AMENDING THE 2026-2029 CAPITAL PROJECTS 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 Capital Projects Fund – Transportation ordinance for the fiscal years beginning July 1, 2025 and ending June 30, 2029:

Section 1. Amend the Capital Projects Fund – Transportation to account for the Harrisburg Rail Trail Project. 2026-3001-006.

Section 2. To amend the Capital Projects Fund – Transportation, the appropriations are to be changed as follows:

Increase line item 319-3001-57100	\$ 160,000
Construction	
2026-3001-006	

Section 3. To amend the Capital Projects Fund – Transportation, the revenues are to be changed as follows:

Increase line item 319-49900	\$ 160,000
Transfers In – Capital Reserve Fund – General Fund	

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 8th day of September, 2025.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



AN ORDINANCE AMENDING THE 2025-2026 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, 2026:

Section 1. Amend the Capital Reserve Fund - General Fund to account for the Back Creek Greenway and Trailhead Project.

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

Increase line item 200-8500-59108	\$ 160,000
Transfers Out – Capital Projects Fund - Transportation	

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

Increase line item 200-48599	\$ 160,000
Appropriated Fund Balance	

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 8th day of September, 2025.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk

Back Creek Greenway Trailhead									
Bid Tab: August 29, 2025									
				Performance Managed Construction, Inc.		Carolina Siteworks, Inc.		RAM Paving	
No.	Item	Units	Quantity	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
	<u>Control of Work</u>								
1	Mobilization	LS	1	\$22,000.00	\$22,000.00	\$9,240.00	\$9,240.00	\$8,000.00	\$8,000.00
2	Erosion Control	LS	1	\$13,500.00	\$13,500.00	\$20,680.00	\$20,680.00	\$2,500.00	\$2,500.00
	<u>Earthwork/Demolition</u>								
3	Grading	LS	1	\$140,500.00	\$140,500.00	\$338,300.00	\$338,300.00	\$92,945.00	\$92,945.00
	<u>Concrete</u>								
4	4" Concrete Sidewalk	SY	12	\$200.00	\$2,400.00	\$125.00	\$1,500.00	\$709.00	\$8,508.00
5	Curb Ramp	EA	1	\$2,500.00	\$2,500.00	\$1,800.00	\$1,800.00	\$3,500.00	\$3,500.00
6	1'-6" Curb & Gutter	LF	410	\$40.00	\$16,400.00	\$38.80	\$15,908.00	\$39.00	\$15,990.00
7	Concrete Wheel Stop	EA	73	\$125.00	\$9,125.00	\$190.00	\$13,870.00	\$111.00	\$8,103.00
	<u>Asphalt/Stone</u>								
8	Surface Course 1.5" S9.5B (GRNWY)	TN	70	\$190.00	\$13,300.00	\$170.00	\$11,900.00	\$177.00	\$12,390.00
9	Surface Course 3" S9.5B (2-1.5" lifts) (parking)	TN	500	\$165.00	\$82,500.00	\$144.50	\$72,250.00	\$151.00	\$75,500.00
10	Intermediate Course 2.5" I19.0C	TN	415	\$165.00	\$68,475.00	\$132.50	\$54,987.50	\$141.00	\$58,515.00
11	ABC Stone	TN	995	\$70.00	\$69,650.00	\$61.00	\$60,695.00	\$54.00	\$53,730.00
	<u>Seeding/Mulching</u>								
12	Seed and Mulch	SY	2,500	\$3.00	\$7,500.00	\$1.52	\$3,800.00	\$1.00	\$2,500.00
	<u>Striping</u>								
13	4" Solid White Thermoplastic	LF	1,565	\$4.00	\$6,260.00	\$1.90	\$2,973.50	\$1.98	\$3,098.70
TOTAL BASE BID (ITEMS 1 THRU 13).....				\$454,110.00		\$607,904.00		\$345,279.70	
+ 10% CONTINGENCY				\$45,411.00		\$60,790.40		\$34,527.97	
TOTAL Estimate Main Area				\$499,521.00		\$668,694.40		\$379,807.67	
ALTERNATE AREA 1									
				Performance Managed Construction, Inc.		Carolina Siteworks, Inc.		RAM Paving	
No.	Item	Units	Quantity	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
	<u>Control of Work</u>								
1A	Mobilization	LS	1	\$8,000.00	\$8,000.00	\$1,450.00	\$1,450.00	\$2,500.00	\$2,500.00
2A	Erosion Control	LS	1	\$2,500.00	\$2,500.00	\$3,600.00	\$3,600.00	\$1,000.00	\$1,000.00
	<u>Earthwork/Demolition</u>								
3A	Grading	LS	1	\$68,000.00	\$68,000.00	\$70,460.00	\$70,460.00	\$45,852.00	\$45,852.00
	<u>Concrete</u>								
6A	1'-6" Curb & Gutter	LF	482	\$40.00	\$19,280.00	\$38.80	\$18,701.60	\$39.00	\$18,798.00
7A	Concrete Wheel Stop	EA	22	\$125.00	\$2,750.00	\$190.00	\$4,180.00	\$111.00	\$2,442.00
	<u>Asphalt/Stone</u>								
9A	Surface Course 3" S9.5B (2-1.5" lifts) (parking)	TN	150	\$165.00	\$24,750.00	\$144.50	\$21,675.00	\$151.00	\$22,650.00
10A	Intermediate Course 2.5" I19.0C	TN	115	\$165.00	\$18,975.00	\$132.50	\$15,237.50	\$141.00	\$16,215.00
11A	ABC Stone	TN	212	\$70.00	\$14,840.00	\$61.00	\$12,932.00	\$54.00	\$11,448.00
	<u>Seeding/Mulching</u>								
12A	Seed and Mulch	SY	500	\$3.00	\$1,500.00	\$2.53	\$1,265.00	\$1.00	\$500.00
	<u>Striping</u>								
13A	4" Solid White Thermoplastic	LF	620	\$4.00	\$2,480.00	\$1.90	\$1,178.00	\$1.98	\$1,227.60
TOTAL BASE BID (ITEMS 1A THRU 13A).....				\$163,075.00		\$150,679.10		\$122,632.60	
+ 10% CONTINGENCY				\$16,307.50		\$15,067.91		\$12,263.26	
TOTAL Estimate Alternate Area 1				\$179,382.50		\$165,747.01		\$134,895.86	



CONSTRUCTION SERVICES CONTRACT – BACK CREEK GREENWAY TRAILHEAD

This Contract is by and between Town of Harrisburg, NC (Owner) and
Ram Pavement Services (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 660 feet of new 10' wide asphalt greenway, approximately 29,000 SF parking lot expansion, grading, 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 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 acceptable project schedule within five (5) 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 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. All work is to be completed and ready for final payment 75 days after Notice to Proceed. Failure to perform the work required for acceptance within 75 days shall subject the



Contractor to an assessment of liquidated damages of Five Hundred Dollars (\$500.00) per calendar day.

- C. 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 attached Bid Form, herein 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 amount will be an extension of the payment per unit price plus a 10% contingency and shall not exceed the Total Bid amount on the Bid Form. 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.

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

- a. Workers' Compensation:

State:	Statutory
Employer's Liability:	
Bodily Injury, each Accident	\$ 1,000,000
Bodily Injury By Disease, each Employee	\$ 1,000,000
Bodily Injury/Disease Aggregate	\$ 1,000,000

- b. Commercial General Liability:

General Aggregate	\$ 2,000,000
Products - Completed Operations Aggregate	\$ 1,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence (Bodily Injury and Property Damage)	\$ 1,000,000

- c. Automobile Liability herein:

Combined Single Limit of:	\$ 1,000,000
Annual Aggregate:	\$ 1,000,000

Include coverage on all owned, hired, and non-owned automobiles.

- d. Builders Risk

Contractor to decide amount of coverage needed for the project materials.

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.

6.11 Vendor Participation and E-Verify Affidavit

- A. Contractor to register as a vendor for the Town and provide an E-Verify Affidavit.

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 Form

Exhibit "B": E-Verify Affidavit

Exhibit "C": Tax Form(s)

Exhibit "D": Certificate of Insurance

Exhibit "E": Bond Forms

Exhibit "F": Construction Plans



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:

Ram Pavement Services

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 Construction Services Contract between the TOWN OF HARRISBURG and Ram Pavement Services, Inc., dated the _____ day of _____, 20____.

Scope of Services:

The scope of services is described in the attached Bid Proposal Package submitted by Ram Pavement Services, which is hereby incorporated as part of this exhibit.

Fee for Scope of Services:

The fee for services shall not exceed \$379,807.67 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; Ram Pavement Services. shall consult with the Town for adjustments prior to conducting the work.

Attachment:

Bid Proposal Package

- Bid Proposal Form
- Bid Form



BID PROPOSAL FORM

Back Creek Greenway Trailhead

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))

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 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. Not to exceed 5% of total bid.

ITEM 2 – EROSION CONTROL

- A. Work Included: Implementation and maintenance of all necessary erosion and sediment control measures (e.g., silt fences, sediment basins, straw mats) to prevent soil erosion and control sediment runoff during the grading process and throughout the construction period, in compliance with all relevant environmental regulations
- 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 3 – COMPREHENSIVE GRADING



- A. Work Included: All work necessary to prepare existing surface for construction of plan elements, and final grading to in accordance with the plans
- 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 4 - 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 5 – 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 6 –CONCRETE 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 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 Town of Harrisburg.
- B. Payment: Unit Price per Linear Foot. Price shall include all incidentals associated with performing this work.

ITEM 7 – CONCRETE WHEEL STOP

- A. Work Included: Furnish, transport, and installation of concrete wheel stops.
- B. Payment: Unit Price per Each. Price includes all materials necessary for proper installation per manufacturers specifications.

ITEMS 8-10 – 1.5" THICK ASPHALT CONC SURFACE COURSE, TYPE S9.5B, 3" ASPHALT CONC SURFACE COURSE, TYPE S9.5B, & 2.5" ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C

- A. Work Included: As described in NCDOT Standard Specifications, Section 610.
- B. Payment: Unit Price per Ton.

ITEM 11 – AGGREGATE BASE COURSE (ABC Stone)

- A. Work Included: As described in NCDOT Standard Specifications, section 520.
- B. Payment: Will be measured and paid per ton.

ITEM 12 – Seed and Mulch



HARRISBURG, NORTH CAROLINA
BACK CREEK GREENWAY TRAILHEAD – BID DOCUMENTS

- A. Work Included: All labor and materials to install suitable grass seed and straw mulch/matting to provide finished lawn in disturbed areas following construction.
- B. Payment: Will be measured and paid as the actual SY of area seeded.

ITEM 13-14 – 4” WHITE THERMOPLASTIC PAVEMENT MARKING LINES & 24” Thermoplastic Hi-Vis Crosswalk

- A. Work Included: As described in NCDOT Standard Specifications, Section 1205.
- 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.



BID FORM

PROPOSAL TO THE TOWN OF HARRISBURG, NORTH CAROLINA
BACK CREEK GREENWAY TRAILHEAD

Brian Lee
Town of Harrisburg, NC
4100 Main Street
Harrisburg, NC 28075

Mr. Lee,

Please find enclosed the proposal of ____ Ram Pavement Services ____ (BIDDER), organized and existing under the laws of the State of North Carolina and doing business as ____ Ram Pavement Services ____ (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 BACK CREEK GREENWAY TRAILHEAD 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
BACK CREEK GREENWAY TRAILHEAD – BID DOCUMENTS

No.	Item	Units	Quantity	Unit Price	Item Total
	<u>Control of Work</u>				
1	Mobilization	LS	1	8000	8000
2	Erosion Control	LS	1	7500	7500
	<u>Earthwork/Demolition</u>				
3	Grading	LS	1	92,945	92,945
	<u>Concrete</u>				
4	4" Concrete Sidewalk	SY	12	709	8508
5	Curb Ramp	EA	1	3500	3500
6	1'-6" Curb & Gutter	LF	410	39	15,990
7	Concrete Wheel Stop	EA	73	111	8,103
	<u>Asphalt/Stone</u>				
8	Surface Course 1.5" S9.5B (GRNWX)	TN	70	177	12,390
9	Surface Course 3" S9.5B (2-1.5" lifts) (parking)	TN	500	151	75,500
10	Intermediate Course 2.5" I19.0C	TN	415	141	58,515
11	ABC Stone	TN	995	54	53,730
	<u>Seeding/Mulching</u>				
12	Seed and Mulch	SY	2,500	1	2500
	<u>Striping</u>				
13	4" Solid White Thermoplastic	LF	1,565	1.98	3098.70
TOTAL BASE BID (ITEMS 1 THRU 13).....					345,279.70
+ 10% CONTINGENCY					34,527.97
TOTAL Estimate Main Area					379,807.67



HARRISBURG, NORTH CAROLINA
BACK CREEK GREENWAY TRAILHEAD – BID DOCUMENTS

ALTERNATE AREA 1					
No.	Item	Units	Quantity	Unit Price	Item Total
	<u>Control of Work</u>				
1A	Mobilization	LS	1	2500	2500
2A	Erosion Control	LS	1	1000	1000
	<u>Earthwork/Demolition</u>				
3A	Grading	LS	1	45,852	45,852
	<u>Concrete</u>				
6A	1'-6" Curb & Gutter	LF	482	39	18,798
7A	Concrete Wheel Stop	EA	22	111	2,442
	<u>Asphalt/Stone</u>				
9A	Surface Course 3" S9.5B (2-1.5" lifts) (parking)	TN	150	151	22,650
10A	Intermediate Course 2.5" I19.0C	TN	115	141	16,215
11A	ABC Stone	TN	212	54	11,448
	<u>Seeding/Mulching</u>				
12A	Seed and Mulch	SY	500	1	500
	<u>Striping</u>				
13A	4" Solid White Thermoplastic	LF	620	1.98	1,227.60
TOTAL BASE BID (ITEMS 1A THRU 13A).....				122,632.60	
+ 10% CONTINGENCY				12,263.26	
TOTAL Estimate Alternate Area 1				134,895.86	

Contact Person Name	Paul Bunton
Contact Email	Paul Bunton C. P. Management. com
Contact Phone	704-622-9000



HARRISBURG, NORTH CAROLINA
CONSTRUCTION SERVICES CONTRACT – BACK CREEK GREENWAY TRAILHEAD

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:

By: _____

By: *[Signature]*

Title: _____

Title: *Steve Monahan*

Attest: _____

Attest: *[Signature]*

Title: _____

Title: *Sales/Estimating*

Address for giving notices:

Address for giving notices:

Attn: Devin Huston

PO Box 1379

4100 Main Street, Suite 101

Harrisburg NC 28134

Harrisburg, NC 28075

License No.:

NC 6C 65332

(where applicable)

TOWN OF HARRISBURG
4100 MAIN STREET, SUITE 101
HARRISBURG, NC 28075

[illegible]

PROJECT NUMBER:	2024-3001-010
DATE:	8/24/2025
SCALE	1:30

SP-1



1. CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ENSURING THAT ALL EXISTING UTILITIES ARE LOCATED PRIOR TO CONSTRUCTION.
2. CONTRACTOR IS RESPONSIBLE FOR PLACING BARRICADES, USING FLAG MEN, ETC., AS NECESSARY TO ENSURE THE SAFETY OF THE PUBLIC.
3. ALL PAVEMENT CUTS, CONCRETE OR ASPHALT, ARE TO BE REPLACED ACCORDING TO THE STANDARDS OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, OR LOCAL JURISDICTION, WHICHEVER IS MORE STRINGENT.
4. SHORING SHALL BE IN ACCORDANCE WITH OSHA TRENCING STANDARDS, 29 CFR, PART 1926, SUBPART P, OR AS AMENDED.

GRADING PLAN

TOWN OF HARRISBURG
4100 MAIN STREET, SUITE 101
HARRISBURG, NC 28075

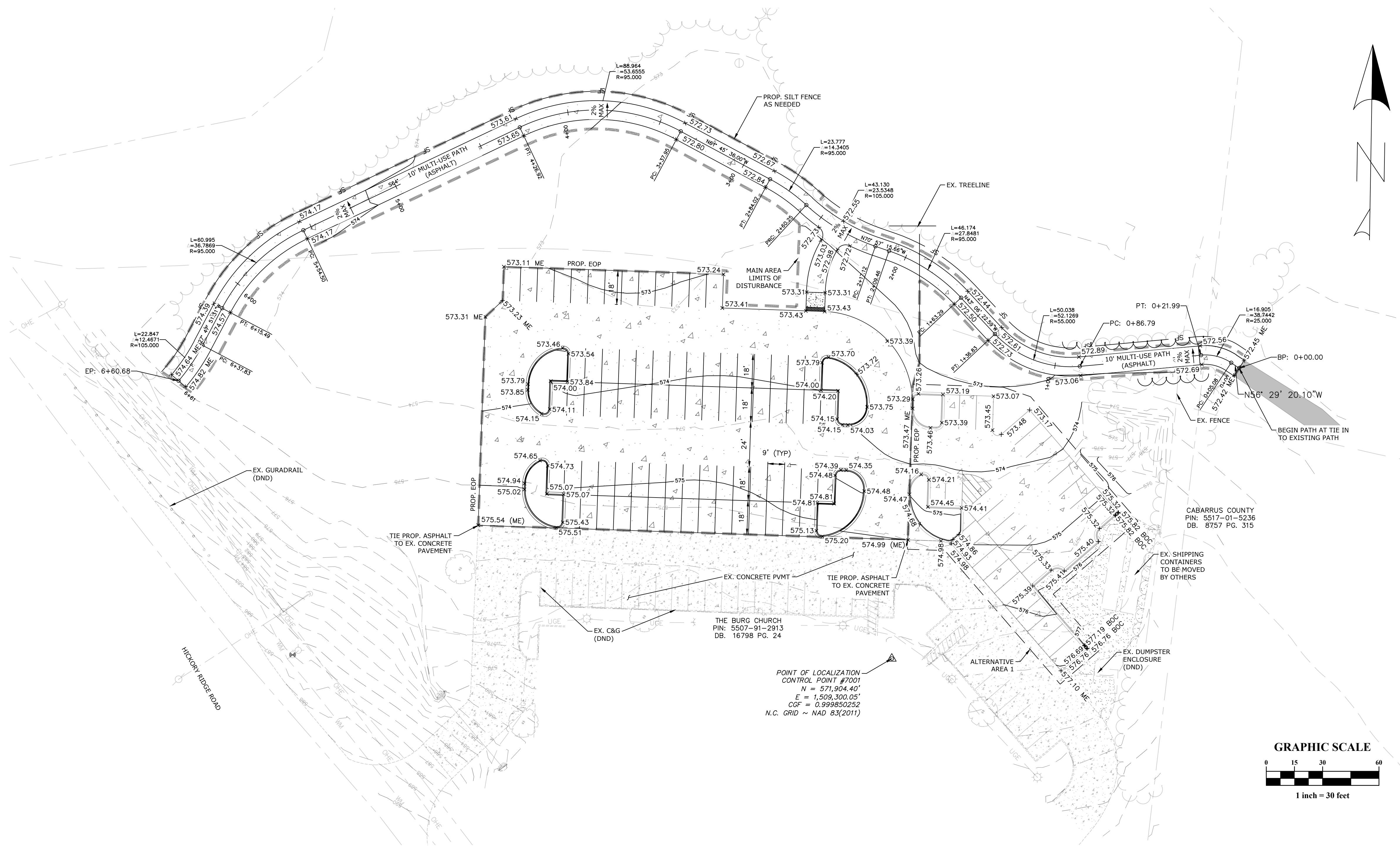
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PROJECT NUMBER:
2024-3001-010

DATE:
8/24/2025

SCALE 1:30

GP-1



LEGEND

- | | |
|---|----------------|
| SPOT ELEVATION - FACE OF CURB
OR EDGE OF PAVEMENT | x574.43 |
| SPOT ELEVATION - BACK OF CURB | x574.54 BOC |
| SPOT ELEVATION - MATCH EXISTING
SURFACE ELEVATION | x574.63 ME |
| ALTERNATIVE AREA 1 OUTLINE | — — — — — |
| LIMITS OF DISTURBANCE MAIN AREA
(TOTAL AREA 43.545 SF) | == == == == == |
| EXISTING CONTOUR LABEL | — 475 — |
| PROPOSED CONTOUR LABEL | — 575 — |



1. CONTRACTOR IS FULLY RESPONSIBLE FOR CONTACTING APPROPRIATE PARTIES AND ENSURING THAT ALL EXISTING UTILITIES ARE LOCATED PRIOR TO CONSTRUCTION.
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4. SHORING SHALL BE IN ACCORDANCE WITH OSHA TRENCHING STANDARDS, 29 CFR, PART 1926, SUBPART P, OR AS AMENDED.

- NOTES:

1. ALL SPOT ELEVATIONS ARE AT FACE OF CURB OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
2. CONTRACTOR SHALL VERIFY ALL UTILITIES ON-SITE PRIOR TO BEGINNING WORK..
3. PROPOSED CONTOURS AND SPOT ELEVATIONS REPRESENT FINISHED ELEVATIONS.
4. CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE SUCH THAT RUNOFF WILL FLOW ACROSS NEWLY GRADED AREAS WITHOUT POOLING OR STANDING..
5. GRADES SHALL BE ESTABLISHED TO PROVIDE A SMOOTH SURFACE FREE FROM IRREGULAR SURFACE CHANGES.
6. ALL GRADED OR DISTURBED AREAS BEYOND THE LIMITS OF PAVING, SIDEWALKS, BUILDINGS, ETC. SHALL BE NOT OTHERWISE LANDSCAPED PER PLAN. SHALL BE STABILIZED WITH A NEW LAWN SEEDING IN ACCORDANCE WITH THE SEEDING SPECIFICATION.
7. ANY DISCREPANCIES BETWEEN CONTRACT DOCUMENTS AND ACTUAL FIELD CONDITIONS SHALL BE CALLED TO THE ATTENTION OF THE OWNER PRIOR TO PROCEEDING.
8. IF ALTERNATIVE AREA 1 IS NOT BE INCLUDED IN ASSOCIATED CONSTRUCTION CONTRACT THEN THE EXISTING GRAVEL IN THAT AREA IS TO REMAIN UNDISTURBED.
9. MAIN AREA LIMITS OF DISTURBANCE IS BELOW 1-ACRE AND DOES NOT REQUIRE EROSION CONTROL PERMIT. CONTRACTOR SHALL STILL ENSURE EROSION AND SEDIMENT ARE PROPERLY CONTROLLED THROUGHOUT CONSTRUCTION AND SITE IS STABILIZED AT COMPLETION.
10. IF AN EROSION CONTROL PERMIT IS ACQUIRED DUE TO ADDITIONAL DISTURBED AREA BEING INCLUDED IN CONSTRUCTION CONTRACT, THEN CONTRACTOR SHALL ENSURE WORK IS COMPLETED IN ACCORDANCE WITH SUCH PERMIT.



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of a Contract with Precision Safe Sidewalks, LLC. for Sidewalk Trip Hazard Removal in Kensington Forest Subdivision

Presenting Personnel:

Jonathan Young, Public Works Director

Suggested Motion or Action:

Motion to award a construction services contract in the amount of \$88,841 to Precision Safe Sidewalks, LLC., for the Sidewalk Trip Hazard Removal in Kensington Forest Subdivision.

Description/Background:

The Town of Harrisburg completed an ADA transition plan for the majority of the Town in August 2021. Since that time, the Town Council has budgeted \$100,000 in each fiscal year's budget for the completion of the areas identified in that transition plan. One of the major components of the plan was to eliminate trip hazards on the existing Town of Harrisburg sidewalk network. Town staff have been steadily working to accomplish that goal over the past few years, and this project is another example of that progress. This contract will specifically address the trip hazards between 1/2" and 2.5" throughout Kensington Forest Subdivision while identifying any areas that exceed that in GIS. These will be addressed by the Town of Harrisburg Public Works staff at a later date.

Precision Safe Sidewalks, LLC. has been working with the Town for several years on this type of project and is a sole source for this work.

Recommendation:

Staff recommends approval of the attached contract with Precision Safe Sidewalks, LLC., for the Sidewalk Trip Hazard Removal in Kensington Forest Subdivision.

Fiscal Impact:

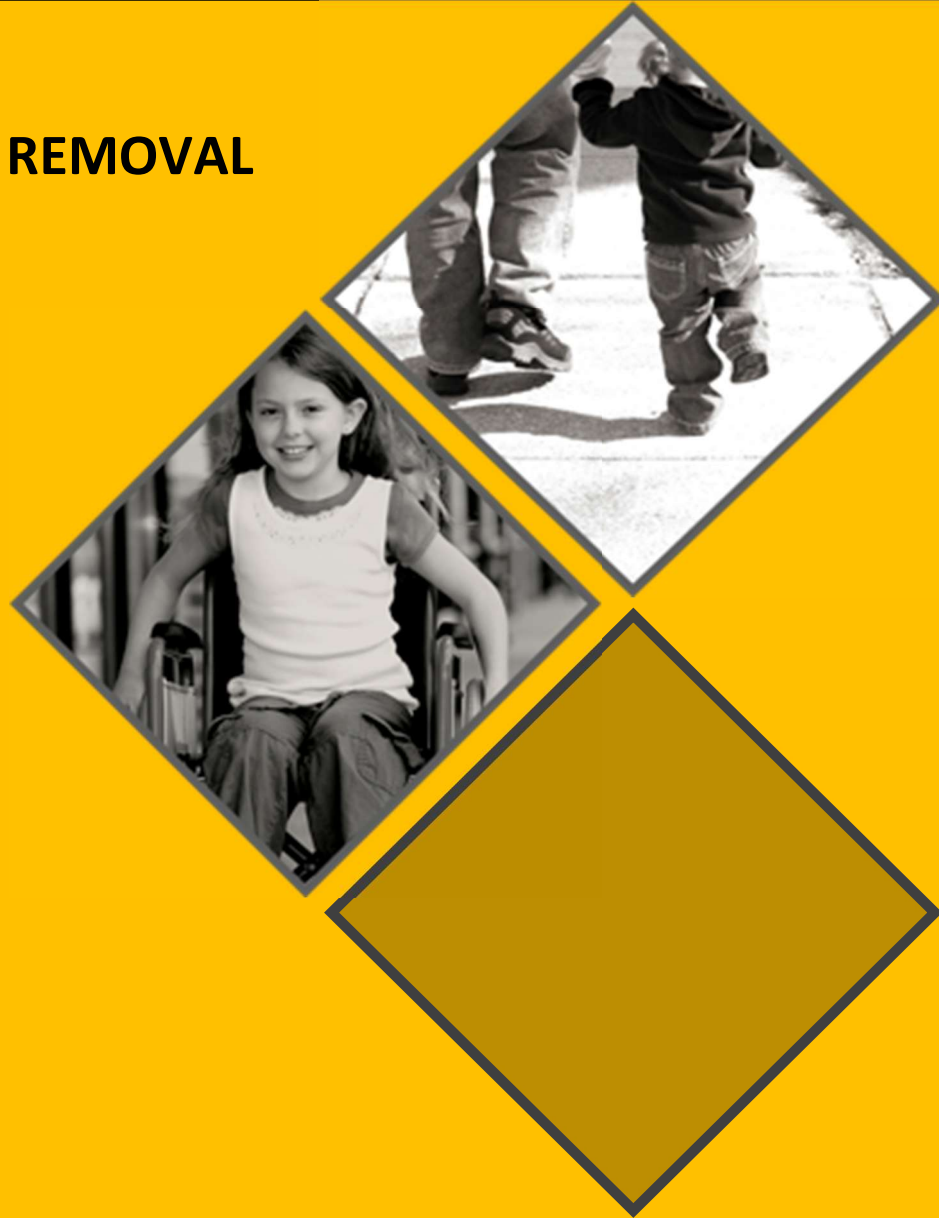
The cost of the contract is \$88,841 and will be funded by the Capital Reserve Fund, as planned in the Fiscal Year 2026 approved budget and CIP. The annual budget is \$100,000, which leaves a balance for staff to address spot improvements throughout the year.

Attachments:

1. Town of Harrisburg - Kensington Proposal CPKM25-199-01
2. PSS Sole Source 2025

TOWN OF HARRISBURG – KENSINGTON FOREST

SIDEWALK TRIP HAZARD REMOVAL SURVEY AND PROPOSAL



July 22, 2025

© 2025 Precision Safe Sidewalks, LLC.

Presented to: Jonathan Young, Public Works Director

Submitted by: Casey Penland, Business Development Manager

(800) 734-8891 ext. 323 M: (336) 870-5602 | c.penland@precisionsafesidewalks.com



ESTIMATE: This estimate has been prepared for:

**TOWN OF HARRISBURG
KENSINGTON FOREST
TRIP & FALL HAZARD REMOVAL**

Jonathan Young, Public Works Director
10656 Sweethaven Ln, Harrisburg, NC 28075
704-453-5453 | jyoung@harrisburgnc.gov

EXECUTIVE SUMMARY:

Using the information provided by Jonathan Young for the Town of Harrisburg, Precision Safe Sidewalks conducted a risk assessment at Kensington Forest to identify sidewalk hazards that create trip-and-fall liabilities. Our assessment, conducted using the specifications of the Americans with Disabilities Act (ADA), revealed 742 trip-and-fall hazards (Vertical Height Displacements).

We observed that the overall sidewalk infrastructure in the assessed area is in generally good structural condition and is an ideal application for our precision-concrete-cutting repair method. Precision Safe Sidewalks proposes to remove all **742 sidewalk trip-and-fall hazards** in the assessed areas, meeting the customer's requirements, for **\$88,841**. We have also provided the option to select a subset of the hazards for repair by CLASS.

Should you request all hazards be repaired, Precision Safe Sidewalks can complete the work in as few as **8** workdays with 3 technicians. While the sidewalk restoration project is underway, we will:

- ✓ keep the sidewalks in service
- ✓ require no heavy equipment or traffic control
- ✓ remove all debris and recycle the concrete waste materials
- ✓ leave the repaired areas clean and free of trip-and-fall hazards.

Please note that our assessment also identified approximately **75 square feet** that cannot be repaired, shown in Exhibit C. The hazards shown in Exhibit C require demolition and replacement (D&R), which our company does not provide.



ESTIMATE & PROPOSAL
TOWN OF HARRISBURG
PROPOSAL NUMBER PSS CPKM25-199-01

Precision Safe Sidewalks, LLC.
Raleigh NC | Charlotte NC
Mechanicsville VA | Charleston WV
Washington DC | Albany NY | Western PA
Office/Fax: (800) 734-8891
www.precisionsafesidewalks.com

ESTIMATED SAVINGS SUMMARY:

We estimate our innovative, proprietary, precision-concrete-cutting method will save the Town of Harrisburg more than **\$192,439** on this project versus traditional D&R methods.

We would be happy to discuss any aspect of this proposal and look forward to working with the Town of Harrisburg to enhance its sidewalk ADA compliance program, reduce liability for trip-and-fall incidents, and improve the safety and walkability of public walkways.

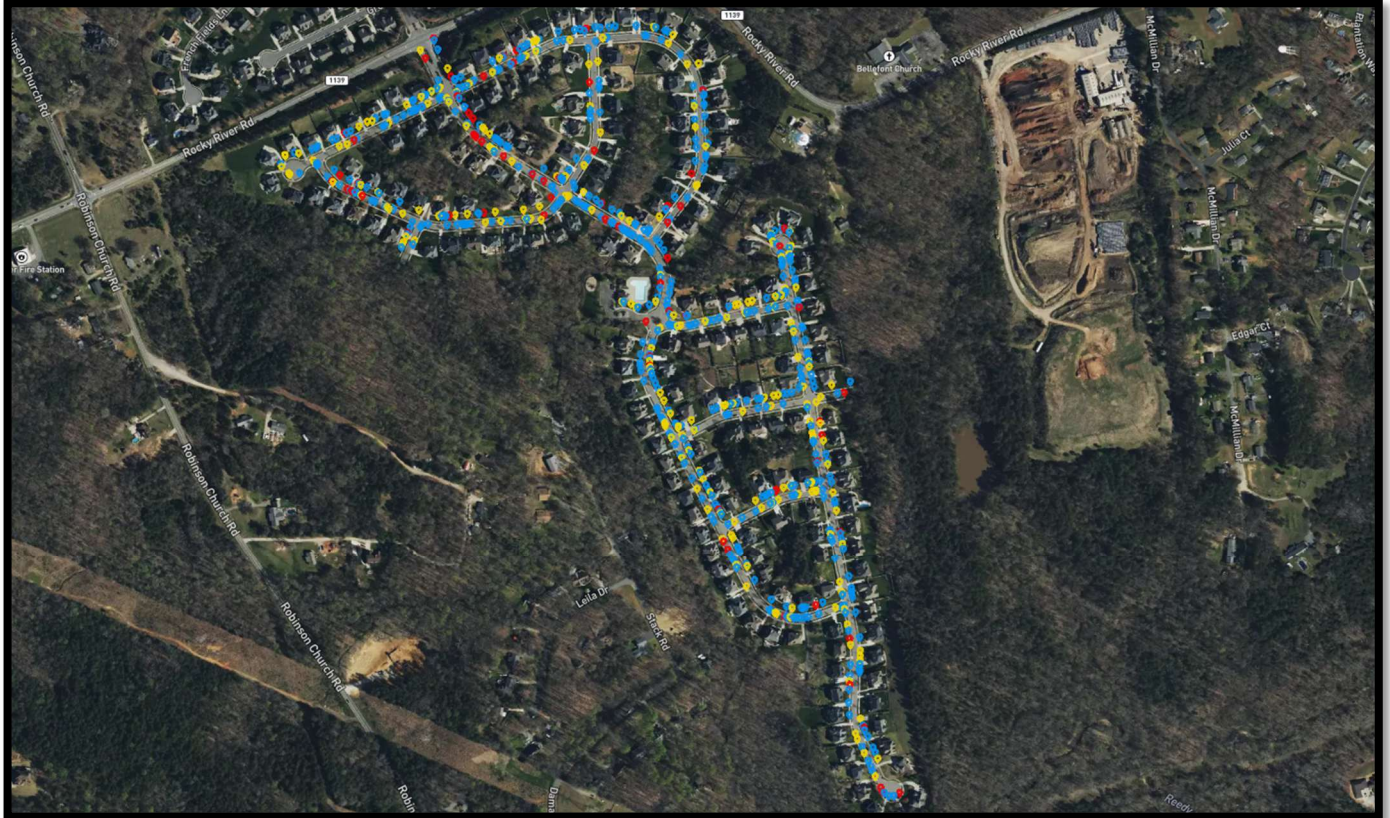
At the Town of Harrisburg's request, Precision Safe Sidewalks, LLC. will evaluate additional or alternate locations where our repair services can help stretch funds for sidewalk repairs.

RISK MANAGEMENT:

Vertical Height Displacements (VHDs) with a differential between panels exceeding $\frac{1}{4}$ " are considered accessibility barriers, pose a risk of trip-and-fall incidents, and are non-compliant with the Americans with Disabilities Act Accessibility Guidelines (ADAAG) Public Right of Way Accessibility Guidelines (PROWAG). It is important to note that all VHDs present a potential hazard to both individuals with disabilities and those without and can lead to accessibility barriers and trip-and-fall incidents. Our organization offers a classification system for trip-and-fall hazards based on height differentials, which can provide options for those with limited budgets.

It is worth noting that the risk of a trip-and-fall incident is generally equal for all identified hazards that require repair using our precision concrete cutting process. **Interestingly, customers have informed us that VHDs with a $\frac{1}{2}$ " differential actually result in more incidents than larger VHDs, likely due to the fact that individuals have difficulty perceiving the differential, leading to a higher rate of trip-and-fall incidents.**

**RISK ASSESSMENT HAZARD LOCATIONS
KENSINGTON FOREST
10656 SWEETHAVEN LN, HARRISBURG, NC 28075**



The color of the symbol will appear as the hazard size

VHD ¼" to ½"

VHD ½" to 1"

VHD 1" to 2 ½"

- | | | | |
|---------------------|--------------------|-------------|---------------------|
| - VHD | - Curb | - Bottom HC | - Gutter Pan |
| - Catch Basin | - Sidewalk-to-Curb | - Asphalt | - Concrete-to-Brick |
| - Driveway | - Aprons | - Lead walk | - Recuts |
| - Meters - Manholes | | | |



METHODOLOGY – PREPARING THIS ESTIMATE:

1. A census was conducted and the following hazards were identified and grouped into three CLASSES:

CLASSES & SPECIFICATIONS

VHD 1" to 2½"

VHD ½" to 1"

VHD ¼" to ½"

2. An estimate of inch feet for each CLASS was prepared based on a slope of 1:8 for up to ½" and 1:12 for ½"-2½".
3. A fixed bid was prepared giving the flexibility to choose to repair hazards by CLASS or all hazards in the proposal.
4. This project is subject to progress billing.

PRICING **OPTION 1:** REPAIR SELECTED HAZARDS BY CLASS

TABLE 1: SIDEWALK TRIP & FALL HAZARDS						
AREA	LOCATION		VHD ¼" to ½"	VHD ½" to 1"	VHD 1" to 2½"	TOTAL
A	Kensington Forest	Hazards	208	461	74	742
		Cost	\$15,615	\$65,762	\$15,540	

Note: Our company minimum to mobilize is \$5,880

You can choose any or all cells for repair in this option. For example, if you choose to repair all the VHD 1" to 2½" and ½" to 1" hazards, the price is \$81,302. The options to make sidewalk repairs at a slope of 1:10 or 1:12 are available for any pricing option.

PRICING **OPTION 2:** REPAIR ALL HAZARDS

Precision Safe Sidewalks will remove **all identified sidewalk hazards in the assessed area** from ¼" to 2½" for a **fixed price of \$88,841.**



SCOPE OF WORK:

The scope of work includes identifying, measuring, recording, marking, and repairing the sidewalk hazards noted in our census at a slope of 1:8 for up to ½" and 1:12 for ½"-2½" (handicap ramps at 1:12), and removing approximately 967 lbs. of concrete debris from the area. Typically, we recycle this debris.

AVERAGE PRICE PER SQUARE FOOT: \$4.73

There are 18,727 total square feet in the project area. Precision Safe Sidewalks' average price per square foot for the total project is \$4.73. While Precision Safe Sidewalks does not conduct Demolish & Replacement – (D&R) work, we can estimate that it would cost approximately \$15.00 per square foot for the Town of Harrisburg to demolish and replace the project area using a third party. Estimated D&R costs for the Town of Harrisburg would include:

- Cost of concrete – \$100 per cubic yard
- Underground scanning for lines, wires, utilities
- Tree and root removal
- Hydro excavation to remove soil with pressurized water near underground utilities
- Labor and Break up to remove existing concrete
- Labor to Pour, Form, Level, Finish, Float & Cut control joints.
- Fuel for multiple site visits to repair or break-up, remove, pour, remove forms, and restore adjacent items
- Equipment such as a backhoe, vehicle to transport backhoe, utility vehicle, and dump truck to remove debris
- Miscellaneous materials to prepare concrete
- Landscape repair

TABLE 2: COST PER SQUARE FOOT
\$4.73

ESTIMATED SAVINGS: \$192,439

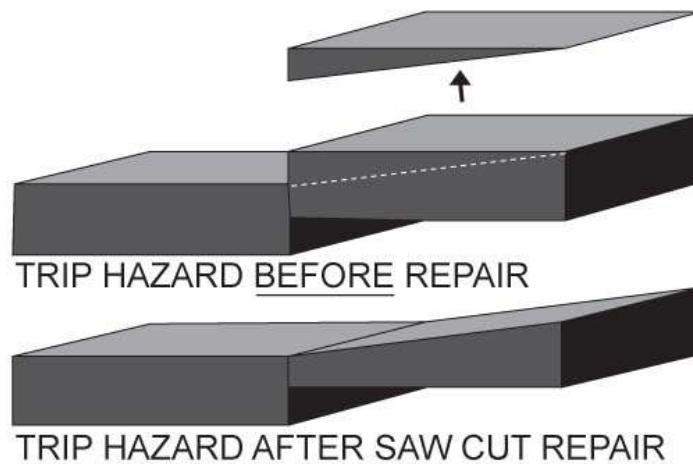
If all the panels were demolished and replaced by a third party at a replacement cost of \$15.00 per square foot, we estimate the Town of Harrisburg will save more than \$192,439 by using Precision Safe Sidewalks proprietary repair process.

REPAIR SCHEDULE & DURATION: 7 – 8 Days

When scheduled, we estimate the repairs for all hazards on the property will require 7 to 8 workdays with the note that wet weather days will delay our operations. We will remove small sections (10' to 15') of sidewalk from service for periods that range from 3 minutes to 45 minutes and will control all traffic around these areas while they are being repaired. No assistance will be required from the Town of Harrisburg, although we welcome site visits, evaluations, or inspections at your convenience at any time.

REPAIR SPECIFICATIONS:

1. Three measurements will be taken of every hazard:
 - Height¹ – the highest point of the hazard
 - Height² – the lowest point of the hazard
 - Length
 - Full Address Location
2. Hazards will be removed from the full length of the panel (full edge-to-edge repair);
3. Sidewalks will be repaired at a slope of 1:8 for up to ½" and 1:12 for ½"-2½"
4. Handicap ramps or special areas will be repaired at a slope of 1:12. Debris from repaired areas will be collected and removed
5. A dust abatement system will be used during all repair operations
6. The repaired area will be smooth and uniform with a coefficient of friction exceeding OSHA requirements for public walkways
7. A detailed, auditable invoice will be presented for every repair.



WARRANTY:

Precision Safe Sidewalks, LLC. guarantees its work as follows:

1. All trip and fall hazard repairs will have a zero point of differential in height with the adjacent panel.
2. Repairs will affect only the panel causing the hazard; adjacent panels or immovable objects will be unaffected.
3. The slope of all repairs will be at your specification. For this estimate, we have assumed a repair slope of 1:8; however, 1:10 or 1:12 may also be selected.
4. The repaired surface will exceed OSHA requirements for friction on public walkways.



SAFETY:

Precision Safe Sidewalks, LLC. has an impeccable safety record: we use OSHA-approved equipment, certify all employees who work directly in trip and fall hazard repair, and utilize outstanding safety practices for both employees and the public who may be using the walkways we are repairing. We have worked in dense urban, high-pedestrian-traffic areas and universities, as well as residential neighborhoods and historic districts to complete projects without incident. Our clients often receive unsolicited compliments for the work we have performed for them.

INSURANCE and INCORPORATION:

Precision Safe Sidewalks, LLC, is a corporation registered in the state of South Carolina with Certificates of Authority to operate in North Carolina, Virginia, West Virginia, Pennsylvania, New York, and the District of Columbia. We serve the entire states of North Carolina, Virginia, West Virginia, and the District of Columbia. Proof of liability, workers compensation, and auto insurance will be provided as requested.

SOLE SOURCE:

Due to the nature of our business, and in lieu of the competitive bidding process, frequently we have been asked to provide documentation that our technology relies upon proprietary methods, information, exclusive licenses, and/or patented equipment that have been issued by the U.S. Patent and Trademark office.

PSS is a franchisee of Precision Concrete Cutting (PCC). Within the states of North Carolina, Virginia, West Virginia, Pennsylvania, New York, and the District of Columbia, Precision Safe Sidewalks, LLC, is the sole party and sole licensee (license number: PCCVA2008A) to utilize PCC's proprietary training and method for identifying and removing sidewalk trip hazards. PSS also uses proprietary technology as described by the following patent numbers:

U.S. Pat. No. 11,628,596

U.S. Pat. No. 9,759,559

U.S. Pat. No. 9,494,407

Generally, these patents apply to the equipment and dust abatement system used by Precision Safe Sidewalks, LLC and enable us to provide the best available trip-and-fall hazard removal service to our clients. PSS also utilizes various trade secrets to conduct its work using its proprietary process for identifying, analyzing, and removing sidewalk trip hazards. As shown by the quality of our work, we use these trade secrets to provide unparalleled results for our customers. PSS also utilizes proprietary, copyright-protected software for the collection, organization, analysis, and presentation of trip hazards. This allows us to provide the most thorough and detailed sidewalk hazard surveys, which is the vital first step to an effective sidewalk asset management program.

A sole source letter is available upon request.

US GREEN BUILDING COUNCIL MEMBER

As a member of the Green Building Council, we track savings from the use of our service, which is a green building practice. For this project, we estimate savings will include:



The U.S. Green Building Council (USGBC) is a 501(c)(3) nonprofit membership organization with a vision of a sustainable built environment within a generation. Its membership includes corporations, builders, universities, government agencies, and other nonprofit organizations. USGBC is dedicated to expanding green building practices and education and its LEED® (Leadership in Energy and Environmental Design) Green Building Rating System™.

GREEN PARAMETERS:

Estimated Natural Resources Saved:

- between 412 and 437 tons of waste concrete from removal and landfills (6,242 cubic feet of concrete at an average weight of 132 to 140 lbs. per cubic foot)
- approximately same amount of materials and resources to replace the concrete that was removed

Estimated Fossil Fuels Saved: 665 gallons

- hauling equipment to and from the site to remove sidewalks
- operating backhoe equipment to break up and remove concrete
- round trip transportation of 412 to 437 tons of debris to the landfill
- round trip transportation of new materials to replace the removed sidewalks

Estimated Greenhouse Gas Emissions Avoided: 61.5 Metric Tons CO₂

Our clients often wonder what reducing carbon dioxide (CO₂) emissions from repairing sidewalks means in everyday terms – instead of demolishing and replacing them. We have taken the parameters from your project and used the Greenhouse Gas Equivalencies Calculator (provided by the US Environmental Protection Agency) to help us understand just that. For this project, an estimated 61.5 *Metric Tons of CO₂ – Carbon Dioxide or CO₂ equivalent gases will not be produced*: This is the result of repairing the trip-and-fall hazards on sidewalks versus demolishing the sidewalk panels and sending them to the landfill.



ESTIMATE & PROPOSAL
TOWN OF HARRISBURG
PROPOSAL NUMBER PSS CPKM25-199-01

Precision Safe Sidewalks, LLC.
Raleigh NC | Charlotte NC
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Washington DC | Albany NY | Western PA
Office/Fax: (800) 734-8891
www.precisionssafesidewalks.com

PICTURES & SPECIAL CASES:

Pictures of VHD hazard examples and Special Cases in the project area are included in Exhibit A.

Some sidewalk panels were cracked but serviceable – if the hazard around the crack was repaired; if a panel had 2 or more cracks, no repair work was estimated. Generally, if a panel had one or two cracks and was serviceable, repairs were estimated and included in the totals above. These numbers are small and not significant.

UNREPAIRABLE HAZARDS:

A small percentage of trip-and-fall hazards cannot be repaired using our process. There are approximately 75 square feet of sidewalk that will require D&R, which we do not provide. Information about these hazards PSS cannot repair is shown in Exhibit C. If requested in advance, PSS can provide information to the customer about where those hazards are located.

CONFIDENTIALITY:

This copyrighted material is presented by Precision Safe Sidewalks, LLC. to the Town of Harrisburg for the purpose of evaluating an offer to provide trip-and-fall hazard removal services. These literary, graphic, and pictorial works may not be reproduced or retransmitted in any form and the information presented in this proposal may not be disseminated without express written consent.

PROJECT INITIATION:

When advised of acceptance of this proposal, Precision Safe Sidewalks will assign an Operations Manager for the project who will conduct a kick-off meeting with the project manager assigned by the Town of Harrisburg. During this meeting, we will discuss:

- Project Strategy and starting location
- Project Schedule and workdays
- Special scheduling requests
- Reporting on progress
- General specifications for repairs
- Contact information
- Additional Town of Harrisburg requirements

EXHIBIT A: Sample Hazards



VHD 1" to 2 ½"
TRIP AND FALL HAZARD
Repairable using Precision
Concrete Cutting Process



VHD 1" to 2 ½"
TRIP AND FALL HAZARD
Repairable using Precision
Concrete Cutting Process



VHD 1" to 2 ½"
TRIP AND FALL HAZARD
Repairable using Precision
Concrete Cutting Process



VHD 1" to 2 ½"
TRIP AND FALL HAZARD
Repairable using Precision
Concrete Cutting Process



VHD 1" to 2 ½"
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VHD 1" to 2 ½"
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Repairable using Precision
Concrete Cutting Process



VHD 1" to 2 ½"
TRIP AND FALL HAZARD
Repairable using Precision
Concrete Cutting Process



VHD 1" to 2 ½"
TRIP AND FALL HAZARD
Repairable using Precision
Concrete Cutting Process



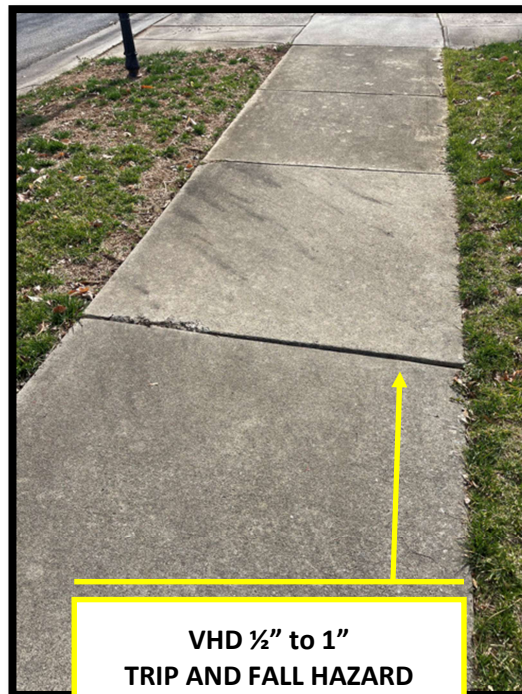
VHD ½" to 1"
TRIP AND FALL HAZARD
Repairable using Precision
Concrete Cutting Process



VHD ½" to 1"
TRIP AND FALL HAZARD
Repairable using Precision
Concrete Cutting Process



VHD ½" to 1"
TRIP AND FALL HAZARD
Repairable using Precision
Concrete Cutting Process



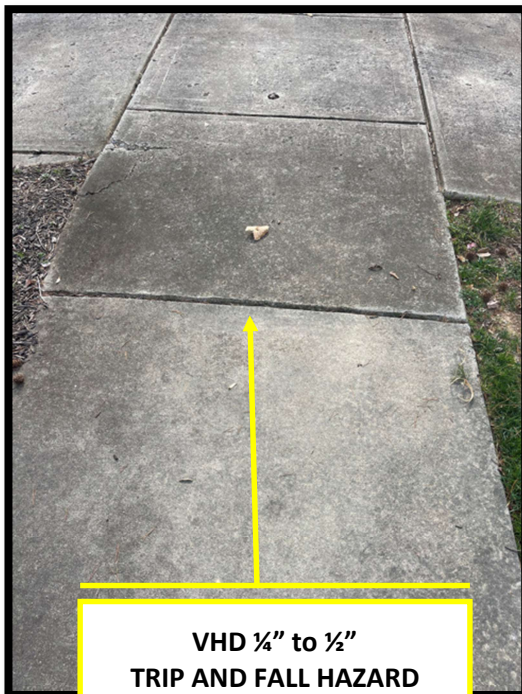
VHD ½" to 1"
TRIP AND FALL HAZARD
Repairable using Precision
Concrete Cutting Process



VHD ¼" to ½"
TRIP AND FALL HAZARD
Repairable using Precision
Concrete Cutting Process



VHD ¼" to ½"
TRIP AND FALL HAZARD
Repairable using Precision
Concrete Cutting Process



VHD ¼" to ½"
TRIP AND FALL HAZARD
Repairable using Precision
Concrete Cutting Process



VHD ¼" to ½"
TRIP AND FALL HAZARD
Repairable using Precision
Concrete Cutting Process

EXHIBIT B

Sidewalk Trip-and-Fall Hazard Repair Example





EXHIBIT C

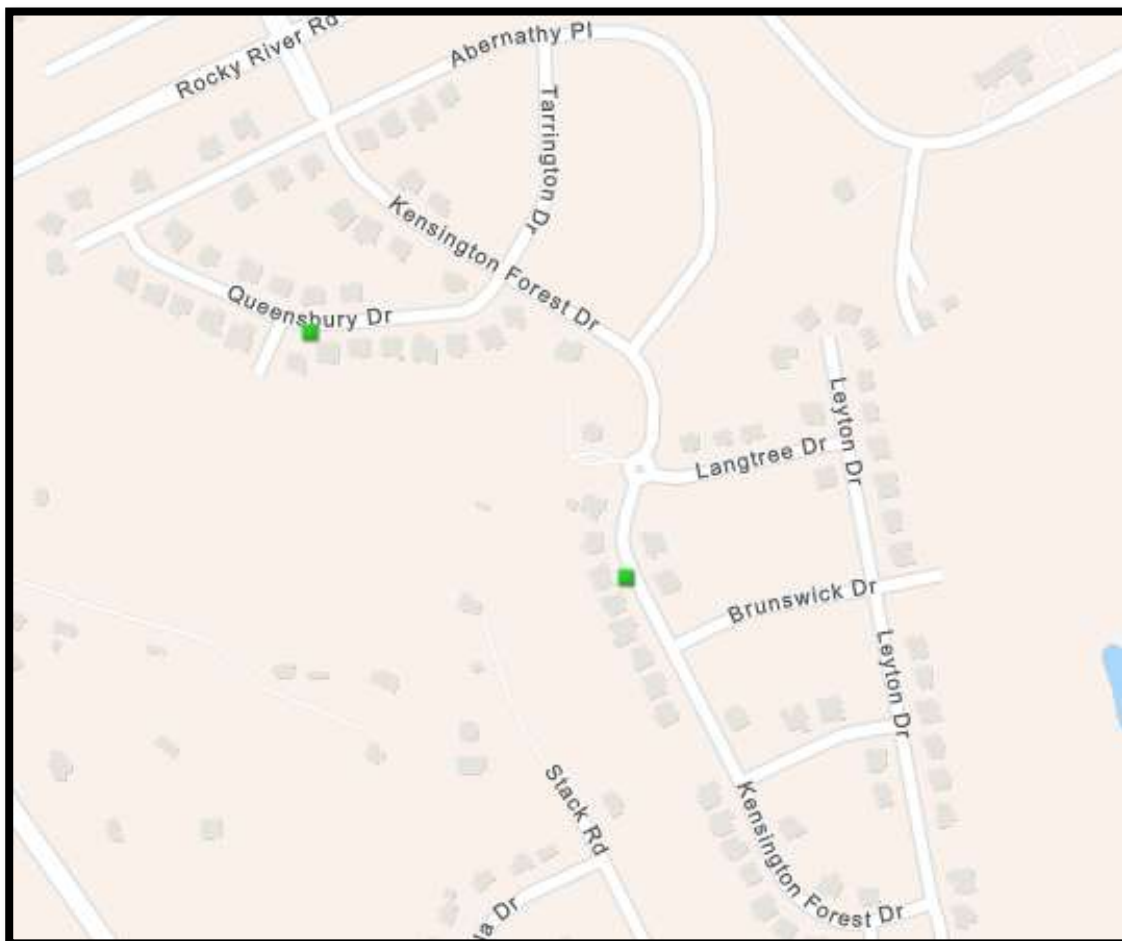
Unrepairable Hazards

(These areas require demolition & replacement, which PSS does not provide.)

TABLE 3: DEMOLISH & REPLACEMENT PANELS (D&R)

Area	Location	Square Feet
A	KENSINGTON FOREST	75

Precision Safe Sidewalks does not conduct Demolition & Replacement (D&R) operations and this work must be performed by a third party.



■ – Demolish & Replace

DEMOLISH & REPLACE EXAMPLES

Precision Safe Sidewalks does not conduct Demolition & Replacement (D&R) operations; this work must be performed by a third party if the client so chooses. PSS provides this information as a courtesy only.



MISSING & CRACKING
Demolish & Replacement
Recommended



MISSING & CRACKING
Demolish & Replacement
Recommended

EXHIBIT D

Slope Specifications from Americans with Disabilities Act

303.3 Beveled. Changes in level between $\frac{1}{4}$ inch (6.4 mm) high minimum and $\frac{1}{2}$ inch (13 mm) high maximum shall be beveled with a slope not steeper than 1:2.

Advisory 303.3 Beveled. A change in level of $\frac{1}{2}$ inch (13 mm) is permitted to be $\frac{1}{4}$ inch (6.4 mm) vertical plus $\frac{1}{4}$ inch (6.4 mm) beveled. However, in no case may the combined change in level exceed $\frac{1}{2}$ inch (13 mm). Changes in level exceeding $\frac{1}{2}$ inch (13 mm) must comply with 405 (Ramps) or 406 (Curb Ramps).

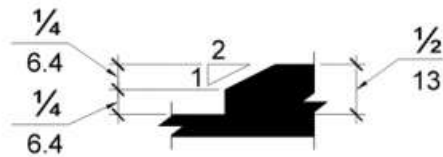


Figure 303.3
Beveled Change in Level

303.4 Ramps. Changes in level greater than $\frac{1}{2}$ inch (13 mm) high shall be *ramped*, and shall comply with 405 or 406.

405 Ramps

405.1 General. *Ramps* on *accessible* routes shall comply with 405.

EXCEPTION: In *assembly areas*, aisle *ramps* adjacent to seating and not serving *elements* required to be on an *accessible* route shall not be required to comply with 405.

405.2 Slope. *Ramp* runs shall have a *running slope* not steeper than 1:12.

EXCEPTION: In existing *sites*, *buildings*, and *facilities*, *ramps* shall be permitted to have *running slopes* steeper than 1:12 complying with Table 405.2 where such slopes are necessary due to *space* limitations.

TECHNICAL

CHAPTER 4: ACCESSIBLE ROUTES

Table 405.2 Maximum Ramp Slope and Rise for Existing Sites, Buildings, and Facilities

Slope ¹	Maximum Rise
Steeper than 1:10 but not steeper than 1:8	3 inches (75 mm)
Steeper than 1:12 but not steeper than 1:10	6 inches (150 mm)

1. A slope steeper than 1:8 is prohibited.

Advisory 405.2 Slope. To accommodate the widest range of users, provide ramps with the least possible running slope and, wherever possible, accompany ramps with stairs for use by those individuals for whom distance presents a greater barrier than steps, e.g., people with heart disease or limited stamina.



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NOTES

1. Precision Safe Sidewalks LLC ("PSS"), provides the proposal subject to the terms and conditions set forth in herein (the "Terms"). Acceptance of PSS's proposal by the customer (the "customer" or "you") constitutes the agreement by customer to engage PSS in accordance with such proposal and these Terms. Acceptance of PSS's proposal will occur by the customer providing a purchase order to PSS in respect of the proposed services or by click-through or similar agreement by the parties. PSS priced this proposal based on the customer's approved repair specifications. The ADA's guidance on sidewalk repair is provided in Exhibit D for the customer's review (see sections 303 and 405). Approval of this project by any method is approval of the specifications/slopes priced in the proposal.
2. PSS repairs only those uneven sidewalk panels specifically approved by you, our customer, and therefore makes no guarantee that the property is free of uneven sidewalk hazards or other trip hazards. Once on site, PSS may not complete an approved repair(s) in some cases because: (a) a hazard's actual measurement at the time of repair exceeds approved customer specifications, and/or (b) in the crew leader's judgment, our repair attempt would cause further damage to the concrete slab or be insufficient to satisfactorily remove the existing hazard and/or mitigate its potential liability. Such excluded hazards, if any, will be left "as found" and will require customer's alternative remedy.
3. If PSS is required to halt work due to circumstances outside of its control, including but not limited to delays caused by the Customer, property access issues, third-party interventions, permitting or regulatory disputes, or any other unforeseen interruptions not attributable to PSS, the Customer agrees to compensate PSS for downtime at a rate of \$250 per hour per crew. Time will be calculated in one-hour increments, beginning from the moment work is stopped until PSS is authorized and able to resume operations. If work cannot resume within a reasonable timeframe, PSS reserves the right to demobilize, and additional remobilization fees may apply. By accepting this proposal, the Customer acknowledges this policy and agrees to these terms.
4. After the project is completed, new trip-and-fall hazards may occur or reoccur due to tree roots, water, settling, and other natural and man-made causes outside of PSS' control. Upon completion of the project, PSS is not liable for any related claims, losses, or damages. PSS is not responsible for cracks or defects in poured concrete that may exist due to materials or methods used by original installer. In the course of performing trip hazard removal services, PSS may encounter flaws or defects within the concrete that are not visible or detectable prior to cutting. Such flaws, while uncommon, may include air pockets, voids, or weak points resulting from how the concrete was originally poured. These defects can impact the structural integrity of the panel and, in some cases, may cause chipping, spalling, or unexpected breakage when cutting occurs. PSS technicians will use commercially reasonable efforts to achieve ADA compliance and an aesthetically pleasing result; however, PSS cannot guarantee a flawless appearance or the structural integrity of any panel affected by such pre-existing defects. By accepting this proposal, the Customer acknowledges and accepts that PSS is not responsible for the presence of such flaws, nor is PSS liable for any associated costs or obligations to repair or replace affected areas.
5. While we endeavor to perform our services in a professional, thorough, and workmanlike manner, we work with hundreds or thousands of hazards on each job and therefore cannot make any guarantees or warranties regarding the completeness of hazard removal. Should you identify any hazards that were missed, whether within the specified scope of this project or not, please contact us and we will work with you to address them.



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6. PSS is an equal opportunity employer. PSS does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender identity, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, hiring and firing of staff, selection of volunteers and vendors, and provision of services. We are committed to providing an inclusive and welcoming environment for all members of our staff, volunteers, subcontractors, vendors, and clients. We will not discriminate and will take affirmative action measures to ensure against discrimination in employment, recruitment, advertisements for employment, compensation, termination, upgrading, promotions, and other conditions of employment against any employee or job applicant on the bases of race, color, religion (creed), gender, gender identity, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military or veteran's status.

7. PSS is committed to providing a safe environment for all its employees free from discrimination on any ground and from harassment at work including sexual harassment. PSS will treat all incidents seriously and promptly investigate all allegations of sexual harassment. Any person found to have sexually harassed another will face disciplinary action, up to and including dismissal from employment. All complaints of sexual harassment will be taken seriously and treated with respect and in confidence. No one will be retaliated against for making such a complaint. Sexual harassment is unwelcome conduct of a sexual nature which makes a person feel offended, humiliated, and/or intimidated. It includes situations where a person is asked to engage in sexual activity as a condition of that person's employment, as well as situations which create an environment that is hostile, intimidating, or humiliating for the recipient. Sexual harassment may involve one or more incidents, and actions constituting harassment may be physical, verbal, or non-verbal.

8. In accepting any portion of this proposal, if you certify that a job or project is not subject to prevailing wage, and it is later determined to be a prevailing wage job, there will be a 30% upcharge or the calculated additional cost of the wages, whichever is greater.

9. Although drawn by PSS, this Agreement shall – in the event of any dispute over its meaning or application – be interpreted fairly and reasonably and neither more strongly for nor against either Party.

10. The undersigned (the "Customer") hereby engages Precision Safe Sidewalks ("PSS") and agrees to the terms and conditions set forth below. PSS removes only those trip-and-fall hazards specifically requested by customers. PSS makes no guarantee or representation that the property is free of trip-and-fall hazards after the contract is completed. In addition, PSS only performs certain trip-and-fall hazard repairs. Among other things, PSS does not remove and replace sidewalk. Furthermore, to preserve clients' budgets, PSS typically does not perform any repair at or around any sidewalk slab that requires demolition and replacement (D&R). Also, it is recognized that after completion of the contract, trip-and-fall hazards may and frequently do continue to move naturally over time due to roots, water, freezing, pipes, and other natural or man-made causes. PSS is not responsible for movement or changes in the sidewalk and is not liable for any related claims, losses, damages, or liabilities pertaining thereto. It is the customer's responsibility to provide proper access to the project area, and PSS assumes no liability for trip-and-fall hazards that cannot be identified or repaired due to parked vehicles or other obstacle preventing safe and practical access.

11. This proposal is valid for 60 days from the issuance date. After that date, PSS' survey (and therefore our pricing) will become outdated, as sidewalk panels are always shifting, creating new hazards. Your post 60 days pricing would be \$97,513 and would be valid until 180 days after this proposal's issuance date.



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12. By signing below acceptance of proposal, I attest that I have read the above statements, understand them completely, and agree. I confirm that I am duly authorized to sign this agreement on behalf of the Customer. By my signature, I authorize PSS to complete the work detailed in this proposal in accordance with PSS's schedule and pricing below and attached. Also, payment of PSS's invoice(s) will confirm that I have inspected PSS's work and that it was performed to my satisfaction.

13. Hazard Remedy Disclaimer. Pursuant to this agreement, PSS is utilizing commercially reasonable efforts to locate and remedy hazards within the scope of its engagement. PSS's engagement, however, is not and shall not be interpreted as a warranty or guarantee that all hazards and potential hazards have been identified and remedied. Hazards can be difficult to locate and may be hidden in various ways; while PSS will attempt to locate all reasonably identifiable hazards, PSS cannot guarantee that it will locate all hazards. In addition, worksites can change on a daily basis (or more frequently), and PSS is not responsible for ongoing changes to worksites after it identifies and remedies hazards. By signing this agreement, Customer agrees and acknowledges that PSS cannot and does not claim to identify and remove all hazards from the worksite, and that Customer, and not PSS, holds responsibility for hazards on its property.



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ACCEPTANCE OF PROPOSAL

FAX TO: (800) 734-8891

Or EMAIL TO: c.penland@precisionsafesidewalks.com

SCOPE of PROJECT:

Repair of trip and fall hazards in areas identified in PROPOSAL
NUMBER: PSS CPKM25-199-01

OPTION/COST:

P. O. NUMBER:

APPROVED BY:

Name:

Signature:

Title:

Phone:

Date:

Email:

NOTES:

Upon receipt of this signed acceptance, Precision Safe Sidewalks, LLC. will schedule the requested repairs. Every effort will be made to accommodate the Requested Start Date. Approved projects are subject to progress billing.



January 1, 2025

To whom it may concern,

In responding to competitive bids, frequently Precision Safe Sidewalks, LLC (PSS) has been asked to provide a letter stating that our technology relies upon proprietary methods, information, exclusive licenses, and/or patented equipment.

- PSS is a franchisee of Precision Concrete Cutting (PCC). PSS is the sole party and sole licensee (license number: PCCVA2008A) to utilize PCC's proprietary training and method for identifying and removing sidewalk trip hazards in the states of New York, Virginia, West Virginia, North Carolina, Western Pennsylvania, and Washington DC (the Territory).
- PSS also uses proprietary technology as described by the following patent numbers:
 - U.S. Pat. No 9,494,407
 - U.S. Pat. No. 9,759,559
 - U.S Pat. No 11,628,596
- PSS also utilizes various trade secrets to conduct its work using its proprietary process for identifying, analyzing, and removing sidewalk trip hazards. As shown by the quality of our work, we use these trade secrets to provide unparalleled results for our customers.
- PSS also utilizes proprietary, copyright-protected software for the collection, organization, analysis, and presentation of trip hazards. This allows us to provide the most thorough and detailed sidewalk hazard surveys, which is the vital first step to an effective sidewalk asset management program.

We look forward to working with you to address your sidewalk hazard remediation needs.

Tom Szold, CEO
Precision Safe Sidewalks, LLC.
25 Maryland Avenue
Annapolis, MD 21401



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of design contract for Phase 1 of the Morehead West Sanitary Sewer and Leatherwood Pump Station Decommissioning Capital Improvement Project and related budget amendments

Presenting Personnel:

Jonathan Young, Public Works Director

Suggested Motion or Action:

Motion to award the contract to Black and Veatch Engineering in the amount of \$103,000 for the updated design of Phase 1 of the Morehead West Sanitary Sewer and Leatherwood Pump Station Decommissioning Capital Improvement Project, authorize Town staff and the Town Attorney to finalize contract terms, and the related budget documents.

Description/Background:

The need for the proposed project arose due to the Town of Harrisburg's wish to provide infrastructure for sewer service to the Morehead West Area.

Development within the area was previously detailed and documented by the Town's Morehead West Area Plan, adopted on April 11, 2017, by Nealon Planning, PLLC. The Morehead West Area is approximately 1,600 acres in size and is located in Cabarrus County, between NC-49 and US-29. The proposed development includes light industrial, retail, office, mixed-use, as well as residential areas. The existing residential neighborhood on the south-east side of the Morehead West Area is currently served by an 8-inch gravity sewer and the Leatherwood pump station, while the existing subdivision along the south side is served by an 8-inch gravity sewer and the Bentley Hills pump station.

A preliminary engineering report was provided by WK Dickson on May 30th, 2019. The preliminary engineering report provided four alternatives. The alternative selected by the Town of Harrisburg provides the ability to serve the Morehead West Area while decommissioning the Leatherwood Pump Station, resulting in a reduction in lifetime maintenance costs. The design will consist of two phases. Phase 1 includes approximately 4,680 linear feet of 12-inch gravity sewer beginning along Mallard Creek, near the existing Leatherwood pump station. The proposed 12-inch line meanders along Mallard Creek to its confluence with Rocky River and discharges into Manhole #011680 in the Water and Sewer Authority of Cabarrus County (WSACC) Rocky River Interceptor Outfall. Approximately 710 linear feet of 8-inch gravity sewer is proposed from the Leatherwood Pump Station to the proposed 12-inch gravity sewer, allowing for the abandonment of the Leatherwood Pump Station. The 12-inch portion of Phase 1 would serve as the main outfall for future development within the Morehead Area.

This project was originally bid back in 2021, but it was decided at that time not to move forward because of the high cost of construction that occurred after the pandemic. With the increased economic development interest in this area over the last year, it is evident that this infrastructure will be critical to the success of that development; therefore, staff are recommending that the project be reopened and rebid. This will require an update to the plans and implementation of some cost-saving efforts identified in the original bid. This contract will address those needs and prepare the project for a rebid in the Spring of 2026.

Recommendation:

Staff recommends approval of the attached contract with Black and Veatch Engineering for the updated design of Phase 1 of the Morehead West Sanitary Sewer and Leatherwood Pump Station Decommissioning Capital Improvement Project and the related budget documents.

Fiscal Impact:

The fiscal impact to the Town for this updated design project is \$103,000.

The original Project Ordinance, adopted as part of the FY2020 Budget, provided \$490,000 for design and professional services and an additional \$2,115,000 for construction. The original design contract was \$270,300, which left available budgets of \$219,700 and \$2,115,000 for engineering and construction, respectively. This original project authorization expired in FY2023 and the funds dedicated to this project have remained in the Capital Reserve Fund. The construction portion of the project is intended to be financed through the Town's water and sewer Revenue Bonds at a later date, however, this is subject to change based on the financial model, reserve balances, interest rates, and various other factors.

The attached FY2026 Budget Ordinance Amendment and Project Amendment reestablishes the original project in its original form, reduced as described above for costs incurred previously.

Attachments:

1. con_HarrisburgMoreheadCPS_25-0808
2. Amendment - CPF-WSF - Morehead West Sewer 09082025
3. Amendment - CRF-WSF - Morehead West Sewer 09082025

**AGREEMENT
FOR
ENGINEERING SERVICES**

THIS AGREEMENT (Agreement) is by and between Town of Harrisburg (Owner) and Black & Veatch International Company (Engineer);

W I T N E S S E T H :

WHEREAS, Owner intends to construct sewer to the Morehead West area of Town (the Project);

WHEREAS, Owner requires certain engineering services in connection with the Project (the Services);
and,

WHEREAS, Engineer is prepared to provide the Services.

NOW, THEREFORE, in consideration of the promises contained in this Agreement, Owner and Engineer agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be date of latest signature on this contract.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without giving effect to the principles thereof relating to conflicts of law.

ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

Engineer shall perform the Services described in Attachment A, Scope of Services. Engineer shall have no liability for defects in the Services attributable to Engineer's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by Owner or third parties retained by Owner.

ARTICLE 4 – COMPENSATION

4.1 Payment shall be due and payable upon receipt by Owner to Engineer in accordance with Attachment B, Compensation.

4.2 Method of Payment. Payments due Engineer under this Agreement shall be electronically transferred either by ACH, specifically in CCD+ or CTX format, or wire transfer to the bank account and in accordance with the bank instructions identified in Engineer's most recent invoice in immediately available funds no later than the payment due date. Invoice number and project name shall be referenced in the bank wire reference fields or the ACH addenda information.

4.3 In the event Owner disputes any invoice item, Owner shall give Engineer written notice of such disputed item within ten (10) days after receipt of such invoice and shall pay to Engineer the undisputed portion of the invoice according to the provisions hereof. If Owner fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of one and one-half percent (1 ½%) per month, or the maximum amount allowed by law, if less, from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item finally resolved in Owner's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

ARTICLE 5 - OWNER'S RESPONSIBILITIES

Owner shall at such times as may be required by Engineer for the successful and expeditious completion of the Services:

5.1 Obtain all permits and licenses required to be taken out in the name of Owner which are necessary for the performance of the Services;

5.2 Provide Engineer with all specifications necessary for the completion of the Services;

5.3 Provide Engineer with soil data evidencing that the site is clean and free of above ground and underground obstructions, fissures, faults and other similarly hidden features which will interfere with the completion of the Services;

5.4 Advise Engineer of the existence and undertake the abatement and disposal of all hazardous materials, including, but not limited to, asbestos, polychlorinated biphenyls (PCBs) and radioactive material and other toxic substances, encountered by Engineer in the performance of the Services; and

5.5 Appoint an individual who shall be authorized to act on behalf of Owner, with whom Engineer may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon Owner as to all matters pertaining to this Agreement and the performance of the parties hereunder.

ARTICLE 6 - STANDARD OF CARE

Engineer shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. ***NO OTHER WARRANTY, EXPRESSED OR IMPLIED, IS INCLUDED IN THIS AGREEMENT OR IN ANY DRAWING, SPECIFICATION, REPORT, OR OPINION PRODUCED PURSUANT TO THIS AGREEMENT.***

ARTICLE 7 - LIABILITY AND INDEMNIFICATION

7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and the Engineer's fee for the Services, and in consideration of the promises contained in this Agreement, Owner and Engineer agree to allocate and limit such liabilities in accordance with this Article. Indemnities against, releases from, and limitations on liability expressed in this Agreement shall apply even in the event of the breach of contract or warranty, tort (including negligence), strict liability or other basis of legal liability of the party indemnified or released, or of the party whose liability is limited. Such indemnities, releases, and limitations shall extend to the partners, licensors, subcontractors, vendors and related entities of such party, and all such parties' directors, officers, shareholders, employees, and agents.

7.2 Indemnification. Engineer agrees to defend, indemnify, and hold the Owner harmless from and against legal liability for all claims, losses, damages, and expenses resulting from death or bodily injury to any person, damage or destruction to third-party property to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Engineer and Owner, they shall be borne by each party in proportion to its own negligence.

7.3 Employee Claims. Engineer shall indemnify Owner against legal liability for damages arising out of claims by Engineer's employees. Owner shall indemnify Engineer against legal liability for damages arising out of claims by Owner's employees.

7.4 Consequential Damages. Notwithstanding any provision in this Agreement to the contrary, and to the fullest extent permitted by law, Engineer (including any of its related or affiliated companies) shall not be liable to Owner and Owner expressly waives all claims for loss of profits, revenue, use, opportunity, and goodwill; cost of substitute facilities, goods, and services; cost of capital; increased operating costs; and for any special, indirect, incidental, consequential, punitive, or exemplary damages resulting in any way from the performance or non-performance of the Services whether characterized as arising under breach of contract or warranty, tort (including negligence), indemnity, strict liability or other basis of legal liability.

7.5 Limitations of Liability. To the fullest extent permitted by law, Engineer's (including any of its related or affiliated companies) total liability to Owner for all claims, losses, damages, and expenses, whether characterized as arising under breach of contract or warranty, tort (including negligence), indemnity, strict liability or any other basis of legal liability, resulting in any way from the performance or non-performance of the Services shall not exceed the total compensation actually received by Engineer under this Agreement.

7.6 Survival. Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason whatsoever, the terms and conditions of this Article shall survive.

ARTICLE 8 – INSURANCE

During the performance of the Services under this Agreement, Engineer shall maintain the following insurance:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and in the aggregate.
- (2) Automobile Liability Insurance, with a combined single limit of \$1,000,000.
- (3) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with limits of \$500,000 for each occurrence and in the aggregate.
- (4) Professional Liability Insurance, with a limit of \$1,000,000 per claim and in the aggregate.

Engineer shall, upon written request, furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Owner. If Owner purchases, or causes a contractor to purchase, a builders' risk or other property insurance policy for the Project, Owner shall require that Engineer be included as a named insured on such policy without liability for the payment of premiums.

Owner assumes sole responsibility for and waives all rights and claims against Engineer for all loss of or damage to property owned by or in the custody of Owner and any items at the job site or in transit thereto (including, but not limited to, construction work in progress), however such loss or damage shall occur, including the fault or negligence of Engineer. Owner shall require its insurers to waive all rights of subrogation against Engineer for claims covered under any property insurance that Owner may carry.

Owner shall require all Project contractors under contract with Owner to include Owner and Engineer as additional insureds on their general, automobile, excess, and umbrella liability insurance policies. Further, to the fullest extent legally permissible, Owner shall obtain and

maintain for the benefit of Engineer the same indemnities, waivers of subrogation rights and insurance benefits obtained for the protection of the Owner from any construction contractor and subcontractor working on the Project and shall obtain from that contractor and subcontractor insurance certificates evidencing the required coverages.

ARTICLE 9 - LIMITATIONS OF RESPONSIBILITY

Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to the Owner or to comply with federal, state, or local laws, regulations, and codes; or (3) procuring any permits, certificates, and/or licenses required for any construction, procurement or operation of the Project.

ARTICLE 10 - OPINIONS OF COST AND SCHEDULE

Since Engineer has no control over the cost of labor, materials, or equipment furnished by others not under contract to Engineer, or over the resources provided by others not under contract to Engineer to meet Project schedules, Engineer's opinion of probable costs and of project schedules for construction shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual Project costs will not vary from Engineer's opinions of probable cost or that actual schedules will not vary from Engineer's projected schedules. Engineer's opinions of probable cost do not include the costs of any tariffs regardless of wherever and whenever imposed nor any associated impacts of such tariffs whether cost or schedule impacts. Engineer has no liability for any such tariffs or their impacts.

ARTICLE 11 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Owner shall defend, indemnify, and hold harmless Engineer against all claims, losses, damages, injuries, and expenses, including attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle Engineer to additional compensation at rates to be agreed upon by Owner and Engineer.

Any files delivered in electronic media may not work on systems and software different than those with which they were originally produced. Engineer makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

ARTICLE 12 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Project specific engineering documents, drawings, and specifications prepared by Engineer as part of the Services shall become the property of Owner when Engineer has been compensated for all Services rendered, provided, however, that Engineer shall have the unrestricted right to their use. Engineer shall, however, retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Engineer.

ARTICLE 13 – TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all the Services performed and termination or suspension expenses, including, but not limited to, demobilization, remobilization and cancellation charges. Upon restart, an equitable adjustment shall be made to Engineer's compensation.

ARTICLE 14 – UNCONTROLLABLE CIRCUMSTANCES

Except for Owner's payment obligation, neither Owner nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to: unusually severe weather conditions; floods; straight line winds; earthquakes; fires and wildfires; epidemics, pandemics, infectious diseases; lockdowns, compliance with safety and health recommendations or legal requirements; embargoes, quarantines, boycotts; mass shootings, wars declared or otherwise, riots, insurrections and other civil disturbances; terrorism foreign or domestic; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; inability to or delay in obtaining any permits, licenses, or authorizations from any local, state, or federal agency or other jurisdictional body for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement; and any change in, or change to any interpretation of, any applicable law, statute, ordinance, rule, or code, including without limitation those related to tariffs regardless of whenever and wherever imposed and their associated impacts.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Engineer shall be entitled to an equitable adjustment in schedule and compensation for the delay and additional costs incurred due to such delay and any additional costs made necessary as a result of the event, in the event such circumstances occur.

ARTICLE 15 - PRE-EXISTING CONTAMINATION

Anything herein to the contrary notwithstanding, title to, ownership of, and legal responsibility and liability for any and all pre-existing contamination shall at all times remain with Owner. "Pre-existing contamination" is any hazardous or toxic substance, material, or condition present at the Project site or sites concerned which was not brought onto such site or sites by Engineer for the exclusive benefit of Engineer. Owner shall release, defend, indemnify, and hold Engineer harmless from and against any and all liability which may in any manner arise from or be in any way directly or indirectly caused by such pre-existing contamination except if, and then only to the extent, such liability is caused by Engineer's sole negligence or willful misconduct.

ARTICLE 16 – COMMUNICATIONS

Any communication required by this Agreement shall be made in writing to the address specified below:

Engineer: Black & Veatch International Company
 Attn.: Lee Campbell
 175 Regency Woods Place, Suite 200
 Cary, NC 27518

Owner: Town of Harrisburg
 Attn.: Jonathan Young, PE
 5405 Harrisburg Industrial Park Drive
 Harrisburg, NC 28075

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Engineer and Owner.

ARTICLE 17 – WAIVER

A waiver by either Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 – SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 19 – INTEGRATION

This Agreement represents the entire and integrated agreement between Owner and Engineer. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may only be modified by a written amendment executed by both parties.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

Owner and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

ARTICLE 21 – ASSIGNMENT

Neither Owner nor Engineer shall assign any rights or duties under this Agreement without the prior written consent of the other party, except that Engineer may do so to any of its related, affiliated, or successor entities upon written notice to Owner of same. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement effective as of the date first written above.

Town of Harrisburg

OWNER

Black & Veatch International Company

ENGINEER

By_____

By_____

Printed Name_____

Printed Name_____

Title_____

Title_____

Date_____

Date_____

ATTACHMENT A SCOPE OF SERVICES

**Owner: Town of Harrisburg
Cabarrus County, North Carolina
Engineer: Black & Veatch International Company**

Project: Morehead West Sewer Phase I – Bidding & Construction

PROJECT DESCRIPTION

The Town of Harrisburg provides water and sewer service to its residents. The Morehead West area, located on the north side of Town, is comprised of approximately 1,600 acres of mostly undeveloped land. In a study completed in 2017 titled the *Morehead West Area Plan*, a lack of infrastructure was cited as a reason for the area not yet being developed. The Town desires to extend sewer into the area to provide sewer service to undeveloped land and to relieve the existing Leatherwood Pump Station.

The proposed sewer extension will extend from the existing 54" Rocky River Outfall (owned by WSACC) along Mallard Creek up to the Leatherwood Pump Station. The sewer system will consist of 4,800 linear feet of 12" sewer along the creek and 710 LF of 8" sewer to the pump station with sizes based on a preliminary engineering report provided by the Town.

The Morehead West sewer project was designed, permitted and bid in April 2021. The project bids were above the project budget at the time of bid, and the Town elected not to move forward with the project at that time. The Town has decided to bid the project again and move forward with construction of the project.

Black & Veatch will provide engineering services for this project including project management, engineering for renewing permits, bidding, and construction phase services. A more detailed description of services is provided below.

The project generally includes the following elements:

1. Bidding & Construction Services for approximately 4,800 LF of 12-inch gravity sewer along Mallard Creek from the existing Rocky River Outfall at the confluence of Mallard Creek and Rocky River to near the Leatherwood Pump Station, and another 710 linear feet of 8-inch gravity sewer from the 12" sewer to relieve the Leatherwood Pump Station. The Leatherwood Sewer Pump Station will be decommissioned as part of this project.

This scope of services includes the following work elements as described herein:

- Project Management & Administration
- Permitting
- Bidding & Award
- Construction Phase Services

SCOPE OF SERVICES

Phase 1000 Project Management & Administration

1. Provide project management and administration for a 15-month planning through permitting, bidding, and construction period to:
 - a. Correspond and consult with Owner,
 - b. Coordinate activities of the project team,
 - c. Develop and implement specific work plans, procedures and a quality control and quality assurance plan, and
 - d. Provide overall project direction to meet Owner's objectives.
2. Maintain a project filing system to document and retain project records.
3. Prepare monthly invoices and status reports to document project progress.

Phase 4000 Permitting

A. Permitting Assistance

1. Incorporate key elements from value engineering completed after the bid in 2021 to the plans and specifications.
2. Provide assistance to Owner in renewing expired permits and approvals from federal, state, and local agencies and from utility companies. The following permit renewals are anticipated:
 - a. Erosion & Sedimentation Control Permit and Construction Stormwater (NCDEQ)
 - b. Encroachment Agreements with NC Department of Transportation and other utility companies (Duke Energy)
3. Update and finalize plans and specification with required regulatory revisions.
4. An allowance will be established for permit review fees, with Engineer submitting the fees and being reimbursed by Owner for review fees.

Phase 5000 Bidding & Award

Following receipt of authorization from Owner, Engineer shall perform the following services related to Bidding and Award of Contract.

- A. Assist Owner in advertising for a single prime contract for all construction, materials, equipment, and services as required for a complete project; attend and conduct pre-bid conference, and develop minutes of the pre-bid conference.

- B. Distribute electronic Contract Documents to prospective bidders.
- C. Maintain a record of prospective bidders and others to whom Contract Documents have been issued.
- D. Prepare, as appropriate, interpretation, clarification, or further definition of the Contract Documents and provide to the Owner. Develop addenda for issuance by the Owner.
- E. Consult with and advise Owner to determine the acceptability of substitute materials and equipment proposed by the Contractor(s) when substitution prior to award of contracts is allowed by the Contract Documents.
- F. Support the Owner with conducting the bid opening and prepare the certified bid tabulation.
- G. Evaluate bids and make a recommendation to Owner regarding award.

Phase 6000 Construction Phase Services

Upon completion of Bidding and Award Phase, Engineer shall perform the following services as part of the Construction Phase.

- A. Assist Owner in coordinating execution of contracts, including providing Notice of Award to contractor and providing 3 copies of contract documents.
- B. Review contractor executed contract for conformance to contract requirements.
- C. Review shop drawings for conformance to construction documents.
- D. Schedule and conduct pre-construction conference with Owner, Contractor, and other stakeholders as needed.
- E. Complete record drawings based on contractor red line drawings. Provide 2 hardcopies and electronic copies of record drawings to Owner.
- F. No construction observation services are included in this scope and certification of work to NCDEQ is responsibility of Owner.

Unspecified Additional Services. Engineer agrees to perform additional services as requested by Owner. When the need for such services is identified, the Engineer will prepare a Contract Amendment which will include a scope, fee, and schedule; and submit to Owner for approval. If approved, Additional Services will be performed upon receipt of written authorization from Owner.

Any work requested by the Owner that is not included in the Phases and Tasks as described herein will be considered an Additional Service to this Scope of Services.

In addition to those items mentioned specifically in the Scope of Services, Additional Services may also include, but are not limited to:

1. Any meetings with local, state or federal agencies or utilities or other affected parties in addition to those specifically noted.
2. Appearances at public meetings.
3. Any additional work authorized by Owner.
4. Easement plats in beyond the number identified and legal descriptions.
5. Assistance with condemnation proceedings
6. Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this Agreement.
7. Special consultants or independent professional associates requested or authorized by Owner not included in the scope of services herein.
8. Operations and maintenance manual and operations training and startup assistance.
9. Assistance in financially related transactions for the Project.
10. Special reports requested by Owner concerning facilities operation and personnel matters during the operation startup period.
11. Revision of designs, drawings, and specifications to incorporate changes arising from Value Engineering review after new bids are received. Value engineering items from 2022 bid will be incorporated.
12. Preparation for litigation, mediation, or other legal or administrative proceedings; and appearances in court or at mediation sessions in connection with bid protests, change orders, or construction incidents.
13. Observing factory tests of equipment.
14. Where field conditions differ from the conditions indicated in the construction Contract Documents or soil boring reports, preparing sketches of construction work for approval by Owner, to supplement the Drawings and Specifications as may be required; and providing redesign or relocation information if required by underground obstructions, utilities, or other conditions.
15. Services for making revisions to Drawings and Specifications made necessary by the acceptance of substitutions proposed by the Contractor; and services after the award of Contract for evaluating and determining the acceptability of substitutions proposed by the Contractor.
16. Services resulting from significant delays, changes, or price increases caused directly or indirectly by shortages of materials, equipment, or energy.
17. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work by any Contractor, (3) acceleration of the progress schedule involving service beyond normal working hours, (4) default by any Contractor, and (5) failure of the Contractor to complete the Work within the construction Contract Time.

18. Review and analysis of claims for differing subsurface and physical conditions submitted by the Contractor or others in connection with the Work.
19. Changes in the general scope, extent, or character of the project, including, but not limited to:
 - a. Changes in size or complexity.
 - b. Owner's schedule, design, or character of construction.
 - c. Duration of construction.
 - d. Method of financing.
 - e. Revision of previously accepted studies, reports, design documents, or construction Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies, reports, documents, or designs; or are required by any other causes beyond Engineer's control.
20. Preparation of or revision to an Environmental Assessment or Environmental Impact Statement.
21. Flood plain modeling to obtain a no-rise, CLOMR, or LOMR
22. Mitigation fees for wetland or stream impacts – Fees to be paid by Owner
23. Preparation of a Section 404 Individual Permit.
24. Monitoring, testing or analysis of cultural resources.
25. Biological assessments of protected species.
26. Hazardous material investigations and corresponding remediation or corrective actions.
27. Permitting Fees
28. The actual transfer of data to the Owner's GIS may be performed as an Additional Service.

ATTACHMENT B

Hourly Rate & Compensation Schedule

Work performed will be invoiced on a billing rate basis at the rates provided herein. Fees for base services described herein are estimated to be \$103,000 and the total amount of billings will not exceed this amount unless authorized by the Owner in writing. The amounts for each Phase are listed below:

Phase 1000: Project Management	\$29,900
Phase 4000: Permitting/Value Engineering	\$32,300
Phase 5000: Bidding and Award	\$15,300
Phase 6000: Construction Phase Services	\$23,500
Allowance for Permit Review Fees:	\$2,000

For Unspecified Additional Services, Owner and Engineer will negotiate a written amendment to this Agreement for the additional services.

HOURLY RATE SCHEDULE	
Effective through December 31, 2025	
Principal	\$280-340
Sr. Planning Manager	\$250-330
Sr. Project Manager	\$240-300
Project Manager	\$220-270
Sr. Engineering Manager/Director/QC	\$250-330
Engineering Manager	\$180-250
Sr. Engineer/ Planning Sr. Engineer	\$230-290
Project Engineer	\$155-235
Staff/Planning Engineer 4	\$150-190
Staff/Planning Engineer 3	\$140-175
Staff/Planning Engineer 2	\$130-155
Staff/Planning Engineer 1	\$120-140
Sr. Architect	\$190-270
Architect	\$145-200
Sr. Construction Manager	\$195-270
Construction Manager	\$150-200
Resident Project Representative	\$150-190
Construction Inspector	\$80-160
Sr. Technical Specialist	\$310-350
Technical Specialist	\$170-300
Sr. Engineering Technician	\$155-190
Engineering Technician	\$105-155
BIM Coordinator	\$180-235
BIM Director/QC	\$210-230
BIM Sr. Technician	\$145-185
BIM Technician	\$120-150
Sr. Drafter	\$120-160
Drafter	\$90-130
Sr. Estimator	\$225-275
Estimator	\$170-225
Project Controls	\$100-200
Finance/Accountant	\$100-175
Contracts Manager	\$195-250
Project Biller	\$100-155
Technical Editor	\$150-190
Project Administrator	\$100-160
Clerical	\$75-110

All rates shall be subject to annual adjustment with Owner approval on January 1 of each year. The following expenses are reimbursable work items and will be billed at cost:

1. Bulk reproduction of documents.
2. Vehicular transportation costs at the rate established by the Internal Revenue Service.
3. Airline tickets, meals, and lodging with out-of-town travel.

Purchase of instruments and other devices specifically identified in the scope of services.

ATTACHMENT C

Schedule

The anticipated project schedule is summarized below. A detailed schedule will be provided following the project kick-off and updated periodically as the work progresses.

Phase 1000: Project Management & Administration	15 months
Phase 4000: Permit Renewals	3 months
Phase 5000: Bidding and Award	2 months
Phases 6000: Construction Phase Services	10 months



AN ORDINANCE AMENDING THE 2026-2029 CAPITAL PROJECTS 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 Capital Projects Fund – Water and Sewer ordinance for the fiscal years beginning July 1, 2025 and ending June 30, 2029:

Section 1. Amend the Capital Projects Fund – Water and Sewer to account for the Morehead West Sewer Project. 2026-6000-008

Section 2. To amend the Capital Projects Fund – Water and Sewer, the appropriations are to be changed as follows:

Increase line item 631-6450-56310 Professional Services 2026-6000-008-01	\$ 219,700
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Increase line item 631-6450-57100 Construction 2026-6000-008-02	\$ 2,115,000
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Section 3. To amend the Capital Projects Fund – Water and Sewer, the revenues are to be changed as follows:

Increase line item 631-49555 Transfers In – Capital Reserve Fund – Water and Sewer	\$ 219,700
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Increase line item 631-49597 Proceeds from Financing	\$ 2,115,000
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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 8th day of September, 2025.

ATTEST:

Jennifer Teague, Mayor

Janet Rackley, Town Clerk



AN ORDINANCE AMENDING THE 2025-2026 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, 2026:

Section 1. Amend the Capital Reserve Fund – Water and Sewer to account for the Morehead West Sewer Project.

Section 2. To amend the Capital Reserve Fund – Water and Sewer, the appropriations are to be changed as follows:

Increase line item 650-8500-59111	\$ 219,700
Transfers Out – Capital Projects Fund – Water and Sewer	

Section 3. To amend the Capital Reserve Fund – Water and Sewer, the revenues are to be changed as follows:

Increase line item 650-48599	\$ 219,700
Appropriated Fund Balance	

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 8th day of September, 2025.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk