



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

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

AGENDA

1. CALL TO ORDER

- A. The meeting may be viewed remotely via YouTube at the following link:
[Meeting Video](#)
- B. AGENDA ADOPTION
- C. INVOCATION
- D. PLEDGE OF ALLEGIANCE
- E. SPECIAL PRESENTATIONS
 - 1. Citizens Academy 2025 Awards Presentation
- 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 October 13, 2025, Town Council Meeting
- B. Consider the minutes of the October 13, 2025, Closed Session
- C. Consideration of Change Order 1 for Professional Design Services contract for HL-0062 - HWY 49 Phase 2.
- D. Consideration of Change Order 1 for Professional Design Services Contract for HL-0063 - Caldwell Ext.
- E. Call for public hearing to consider entering into an Annexation Agreement between the Town of Harrisburg and the City of Charlotte for December 8, 2025, at 6:00 pm.

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**

A. Consideration of Final Resolution Requesting the Private Sale of \$2,350,000 General Obligation Transportation Bond, Series 2025 to Pinnacle Bank, a Tennessee bank

6. **NEW BUSINESS**

A. Consideration of Professional Engineering Services contract for TIP Project # HN-0026 - Main Street and Roberta Road Roundabout

B. Consideration of a Contract with McGill Associates to perform a Design for pedestrian and infrastructure improvements on Woodside Drive from Patricia Avenue to Autumn Drive.

7. **ACTION ITEMS**

8. **CLOSED SESSION**

9. **ADJOURNMENT**

Vision Statement

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

Mission Statement

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



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider the minutes of the October 13, 2025, Town Council Meeting

Presenting Personnel:

Janet Rackley, Town Clerk

Suggested Motion or Action:

Motion to approve the minutes of the October 13, 2025, Town Council meeting.

Description/Background:

Draft minutes of the October 13, 2025, Town Council meeting are presented for consideration.

Recommendation:

Approval

Fiscal Impact:

N/A

Attachments:

1. October 13 Minutes

**TOWN OF HARRISBURG, NORTH CAROLINA
TOWN COUNCIL MEETING
MONDAY, OCTOBER 13, 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, Ian Patrick, Ron Smith

ABSENT: Councilmember Maurice Price Jr.

**1A.
CALL TO ORDER**

Mayor Teague called the meeting to order.

**1B.
AGENDA ADOPTION**

Two additions were proposed for the agenda.

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. Heartsafe Workplace Certification Award Presentation.** Matthew Ford, with the Cabarrus County Firefighters Association, and Jimmy Lentz, Chief of Cabarrus County EMS, presented the Heartsafe Workplace Certification Award to the Town of Harrisburg. A Heartsafe Workplace Certification recognizes businesses for having comprehensive programs that prepare them to respond to sudden cardiac arrest by ensuring widespread CPR training, readily available AEDs (Automated External Defibrillators), and prompt access to advanced emergency medical care. This certification is part of the North Carolina Race Cars Trial (Cardiac Arrest Resuscitation System) in coordination with the Duke Clinical Research Institute. The Town of Harrisburg is the **first** municipality in Cabarrus County to receive this award.

2. **Healthiest Employer Award.** Tihisha Sharif, Human Resources Director, presented information concerning the Healthiest Employer Award. The Town of Harrisburg has been named the #1 Healthiest Employer in North Carolina in the 50-199 employees category by *Healthiest Employers*. This recognition puts Harrisburg at the very top of a competitive statewide field of public and private organizations. This award cements Harrisburg's reputation as **the number one place to work in North Carolina** for organizations of our size from a Health and Benefit perspective. It validates that we are leading the way — not just keeping pace — in supporting employee health, balance, and satisfaction.

1F.

PUBLIC COMMENT

- Mark Monroe, 6751 River Hills Drive, Harrisburg – spoke concerning the cost of the new turf fields going into Harrisburg Park. Spending a lot of money on something that is not critical infrastructure.

2.

CONSENT AGENDA

- A. Consider the minutes of the September 8, 2025, Town Council Meeting
- B. Consider the minutes of the September 8, 2025, Closed Session
- C. Consideration of the acceptance of two Stormwater Easements along Stallings Road
- D. Consideration of FY2026 Budget Ordinance Amendment for a \$30,000 grant from Enbridge for SRT Equipment
- E. Consideration of contract amendment for Harrisburg Veterans Median Conversion and the related FY2026 Budget Amendments

MOTION:

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

3A.

COMMUNICATIONS

Town Manager Report

- Progress Report on Veteran's Park – we are on pace to open that by the end of the month. The last couple of items are being completed now. We plan to do a re-opening ceremony at the end of the month and then do a full dedication on Veterans Day in November.
- Playground at Harrisburg Park – the turf is in now and it has made a dramatic difference. We will soon be installing the playground structures, which will be for younger kids, and we will be doing a ribbon-cutting for that by the end of the month as well.
- Everyone got an email requesting feedback on the historic Pharr Mill site, and we have compiled all of those. Our next step is to meet with McGill for a concept plan, an estimate, and a build-out plan that we will bring back to Council at the next Council meeting.
- We will be putting out some communication shortly about all the efforts we have been making on our placemaking and sign upgrades. On tonight's agenda we have one of our final gateway signs, which is similar to the two signs that we have on Highway 49, which will be on Rocky River Road adjacent to the Farmington development. Also we have put out some planters

around town at pedestrian crosswalks, and we have put those out with some fall flowers, as well as making some upgrades to our way-finding signs. We have had a dozen or so that were missing or damaged over the years, and we have added some additional ones also. Lee Connor has designed some Welcome to Harrisburg signs that are a take-off of our gateway signs, smaller version but different elements. We will be putting out some communication to the community to remind folks of all the different things we are doing to identify Harrisburg.

**3B.
COMMUNICATIONS**

Finance Report

Finance Director Brian Lee presented the Finance report.

**3C.
COMMUNICATIONS**

Economic Development Report:

Economic Development Director Ryan McDaniels presented the Economic Development report.

**3D.
COMMUNICATIONS**

Law Enforcement Report:

Captain Sherry Nash presented the Law Enforcement report.

**3E.
COMMUNICATIONS**

Fire Department Report:

Fire Chief Bryan Dunn presented the Fire Department report.

**3F.
COMMUNICATIONS
MAYOR'S COMMENTS**

- Thanked the HACH Committee and the Parks and Recreation for another wonderful Multi-Cultural Festival. That is always a great time to learn about the rich culture we have here in Harrisburg as well as those around the world.
- Chief Dunn mentioned about the Oak Grove Baptist Church Community Day. I attended that and learned I am not quick enough for bingo with the professionals that were in that room. I was very impressed with the level of on-site education they had. They also had a mobile health unit there and our Sheriff's Department there providing community policing information. There was really something for everyone there.
- We had our YMCA grand opening and ribbon-cutting, and it was really something special as we have had that in process for something like two decades. Definitely one of the most memorable experiences I have had to be a part of that, and to see so many of our community come out. I want to thank Brett and his entire staff as well as all our Town staff and our state legislation who helped us get that project across the finish line.
- I did have an opportunity to attend a Cooperative Christian Ministries event, and we were able to hear about their amazing rebuilders campus at Browns Mill Commons. That is where they

provide safe and supportive housing for families and seniors. It is also a collaborative space for non-profits and will serve as a wellness hub. It is actually a really cool design, and I would love to see more of those pop up. There are some fundraising efforts to get that completed. The ask from Cooperative Christian Ministries, they have broken it down and said if the community, Cabarrus County as a whole, if they could get 10% of the population could gift somewhere around that \$1,200 mark, that would help them raise the \$9.6 million to complete that project. You can get more details on that project on the Cooperative Christian Ministries website.

- I along with Councilwomen Cotell and Glover took part in the Bathukamma Celebration that was held at Harrisburg Park. That was a wrap-up of their nine-day celebration and prayer for life, love, and togetherness. It was a very beautiful ceremony.
- Bags in the Burg – it was a perfect day, and there was record attendance with a record number of vendors and participants as well. I think they ended up with 92 cornhole teams. It was a lot of fun and thank you to our Harrisburg business network and our Parks and Recreation department for putting that all together.
- Last week I attended the Centralina Annual Celebration along with Chief Dunn where the Harrisburg Swiftwater Team was awarded the Local Government Innovation Award. That is a very prestigious award and such well-deserved recognition for our Swiftwater team that continues to help not only locally but statewide.
- We had a ribbon-cutting at the Dermatology Group of the Carolinas that is located here in Town Center now. Their original office is in Concord, but they are in the Atrium building on the second floor and we are very happy to have them in our community.
- I want to congratulate Venture Church who celebrated their 25th anniversary in Harrisburg this past weekend. They have been a welcome addition to Town Center.
- We have our Cabarrus Summit coming up this Wednesday with leaders from across the County.
- We had our final Rockin the Burg concert this past Saturday. What a great wrap to a fantastic year of musical talent and community gatherings and thanks to our Town staff once again who make those events so memorable for our community.
- Upcoming we have Trick or Treat in the Park on Friday, October 24th from 4:30-9:00pm. If you have never been to that before I highly encourage you to go.
- We have early voting starting this Thursday the 16th at Cabarrus County Board of Elections in Concord. There is one Saturday for early voting, and I believe that is on November 1st. Then election day is on November 4th. If you have any questions about polling places, please reach out to Cabarrus County Board of Elections. Wishing our two incumbent Councilmembers the best in the election.
- Lastly, Comp Plan. Hopefully, everyone has seen our social media blasts about that, but the Comp Plan is underway, and the survey is live. It can be found with all the information at oneharrisburgncplan.org and that is also linked on our regular website to make it easier. I am super excited about this project. I think as a Council we have repeatedly talked about trying to meet our community where they are. It is not enough to expect people to come to this monthly meeting, but when we have important things going on and we really want to engage the community we go to them. We have divided Harrisburg into 6 zones and there are several meetings for each zone. We will have a kick-off on October 28th at the YMCA, and the others will be out in the community. We are looking forward to engaging those folks. The survey is live until November 21st and there is a chance to win \$500 if you take the survey.

3G.

COMMUNICATIONS

COUNCIL COMMENTS

Mayor Pro-Tem Glover

- As the Mayor said, we had our Multi-Cultural event this month, but it was significant because it was our first year without having Jeet at the event. I think we were all a bit nervous about how that was going to go, but I am really excited about the new HACH members who established their own means of figuring out what went well and what didn't and pivoting for next year so that's going to be pretty awesome.
- I hold a seat on the Board of Trustees for the NC Risk Management Services, and we had our retreat last week. We spent quite a bit of time on presentations around FEMA and high flood hazard areas and understanding that the scope of FEMA now is no longer any opportunity we get to say yes. Now we are operating from the angle of what would make them say no so we are prepared, and we can get that support when disaster strikes. Also, the risk review of law enforcement, understanding that our policies need to be updated, and that is within three to five years of an update. Training on policies and then actually acting on those and that reduces your risk of liability. The other part to that is the biggest piece is understanding when we have storms coming, knowing where our vehicles are. I sent Rob an immediate text because there were a couple of municipalities that thought they were making the right decision about putting their town vehicles in a particular location and it was a \$3.2 million loss.
- Lastly, I have been getting some emails around e-bikes all over Harrisburg. The safety concerns related to them and what we as a Council can do.

Town Manager Rob Donham stated that if you are going to operate a motor vehicle (which these are) you must be licensed and follow the rules of the road. Obviously, that is not always happening. They could fall under the same consequences as any other unlicensed driver. I would caution people to talk with kids' parents first, but we do have deputies out there and they could address it under the rules and regulations that exist currently.

Councilmember Faw

- Congratulations Zac on your retirement.
- Congratulations to Chris Redmond on his retirement. Eighteen years of wonderful service, and we appreciate that.
- I did take the survey, and I think it is meaningful but if we only get a few responses back, it is not accurate, so we need as much participation on that survey as possible.
- Congratulations on the Innovation Award, which does not go unnoticed. I think that actually leads to a better place to work, and I think the same people who give those awards write the grant awards as well. That could potentially mean some more money coming in to the Town at some point.

Councilmember Thevenin

- I was able to attend the Citizen's Academy last week. It was a great opportunity to share with some of the citizens. I am encouraged by the level of civic engagement we had with that. We had about 14-15 people that were here. Kacey did a bang-up job, and I think they were all excited about dinner. Councilmember Cotell and I were here with Rob, and I got to sit in the hot seat up front and they were asking us several questions. That is a great opportunity to learn

about all the departments in the Town. Chief Dunn was saying they had a group at the Fire department, and next time they are doing the Sheriff's department. It is just a great opportunity to learn what goes on in local government. I highly recommend it.

4A.

PUBLIC HEARING

H-2025-02-ANX Pit Road S Annexation: Consider a petition to annex a 1.98-acre parcel (PIN55080333540000) into the Town of Harrisburg. The property owner has petitioned the Town to annex a 1.98- acre parcel into its corporate boundary pursuant to NCGS 160A-58.1. The subject property is located within an existing industrial park in Cabarrus County and situated between the City of Concord and the Town of Harrisburg. Pursuant to the annexation agreement between Concord and Harrisburg, the parcel is identified as a future Harrisburg parcel if the property owner petitioned for annexation.

The public hearing was opened.

Speaking: none

The public hearing was then closed.

Action taken following the rezoning presentation for this property.

4B.

PUBLIC HEARING

H-2025-03-R Pit Road Property Map Amendment: A request to rezone a 1.98-acre parcel (PIN#55080333540000) from a Cabarrus County zoning designation to a Harrisburg zoning designation. The owner of the subject property, and applicant, are requesting to rezone the 1.98-acre parcel located on Pit Road S (PIN 55080333540000), from a Cabarrus County General Industrial (GI) zoning designation to a Harrisburg Employment Center (EC) zoning designation. This is a conventional zoning request, not a conditional zoning request. This zoning map amendment request is associated with the annexation petition H-2025-02-Anx- Pit Road S, scheduled to be considered this evening in a public hearing. Pursuant to 160D-202(g), the Town is establishing its zoning designation on a newly annexed property.

The public hearing was opened.

Speaking: none

The public hearing was then closed.

After some discussion, the following actions were taken:

ANNEXATION MOTION:

Councilmember Patrick made a motion to approve the annexation of a 1.98-acre property (PIN 55080333540000) located on Pit Road S as described within the draft annexation ordinance. Second was made by Councilmember Thevenin. **The motion passed 6-0.**

REZONING MOTION:

Councilmember Patrick made a motion to approve H-2025-03-R Pit Road S Map Amendment request rezoning the property (PIN#55080333540000) to Employment Center (EC); and make the required findings as presented. Second was made by Councilmember Thevenin. **The motion passed 6-0.**

The following Consistency Statement was then proposed:

CONSISTENCY STATEMENT MOTION:

Councilmember Thevenin made a motion to approve the following Consistency Statement for H-2025-03-R for Pit Road S rezoning request: The Town Council finds this map amendment is consistent with applicable Common Decision Criteria found within Section 145.01.07 and Specific Review Criteria within Section 145.03.03 of the UDO and the following findings:

- The proposed project (H-2025-03-R) is a reasonable request and is in the best interest of the public because of its location within an existing industrial park, surrounding land uses, and is consistent with HALUP Goal - ED-1 that that promotes maximizing potential industrial development opportunities within targeted areas along NC 49 and closer to Charlotte Motor Speedway (CMS); and
- Although inconsistent with the future land use designation of the HALUP (Private Recreation), it is compliant with other goals of the HALUP in the areas of “Fostering Economic Development” and “Encouraging a Mixture of Land Uses.”

Second was made by Councilmember Patrick. **The motion passed 6-0.**

Councilmember Faw was excused from the meeting for the rest of the evening at this point.

5A.

OLD BUSINESS

Consideration of Resolution for the Private Sale of General Obligation Transportation Bonds and Approval of Associated Financial Services. The Town approved the issuance of \$4,000,000 in General Obligation Transportation Bonds on November 7, 2017, and extended the order on September 9, 2024, for an additional three years. The first round of bonds for transportation projects was issued in 2021 for \$1,650,000, leaving \$2,350,000 to be issued.

The following projects have accumulated over approximately the past 2 years and will be financed with the proceeds of the 2025 series of Transportation Bonds:

- Stallings Road Sidewalks - Phase I
- Stallings Road Sidewalks - Phase II
- Highway 49 Improvements
- Traffic Mitigation - Roberta Road
- Traffic Mitigation - Cambridge Drive Extension and Davis Creek Greenway

The resolution requests approval from the Local Government Commission (LGC) for the Town to sell the 2025 Transportation Bond in a private sale to a financial institution. A request for proposals has been issued and is due in the month of October. Staff and Davenport Public Finance will select a financial institution based on the best terms received in the proposal and make that recommendation to Town Council and the LGC at the next meeting, respectively.

October 13: Adopt Resolution for Direct Bank Loan Issuance

November 10: Approve winning lender and final Issuance Resolution

December 2: LGC approval of 2025 GO Bond Direct Bank Loan

December 11: Close on Bonds

The Town has used Davenport Public Finance for its financial advisory and debt advisory services, including the issuance of all the Town's debt dating back to 2017. The cost of issuance included in this agreement is funded with proceeds from the financing and may include advisory services received between debt issuances, assisting with long-term financing strategies, financing options, and planning.

After some discussion, the following action was taken:

MOTION:

Councilmember Cotell made a motion to approve the resolution requesting the private sale of a \$2,350,000 General Obligation Transportation Bond, Series 2025, and approve the financial services contract with Davenport Public Finance for \$70,000. Second was made by Councilmember Thevenin. **The motion passed 5-0.**

6A.

NEW BUSINESS

Consideration of Contract for Installation of Harrisburg Gateway Sign on Rocky River Road. As part of the Town's continued priority on branding, Rocky River Road and I-485 has been the location for final Town gateway sign. Currently, there are gateway signs at Pharr Mill and Hwy 49 and Galvan Way and Hwy 49. This has been in the Town's CIP for a number of years and was moved into an active Capital Improvement Project in the FY2025 budget process with an original budget of \$150,000. To date, \$13,580 has been encumbered for the design contract with Bizzell Design leaving \$136,420 for construction of the sign and landscaping. Staff was able to secure an approved encroachment permit from NCDOT for the proposed location.

After some discussion, the following action was taken:

MOTION:

Councilmember Patrick made a motion to approve the contract with Casco Signs for fabrication and installation of the Harrisburg Gateway Sign in an amount not to exceed \$91,217.72. Second was made by Councilmember Cotell. **The motion passed 5-0.**

6B.

NEW BUSINESS

Approval of Contract with FieldTurf USA to construct two synthetic turf athletic fields at Harrisburg Park. Staff released an RFQ for construction services for two synthetic turf athletic fields on Fields 1 and 2 at Harrisburg Park. Six firms responded with submittals, of which three firms were selected to present to a staff committee. After presentations were completed, two finalists were selected and staff visited local field sites to get a first-hand look at the projects constructed by each of those finalists. After the visits, staff entered negotiations with FieldTurf USA for the final price listed for this project.

The project scope includes alternate options within the total project budget to include:

- Relocating two light poles from within the field area - \$200,000 Allowance

- CoolPlay Surface - \$91,795.50
- Midfield Harrisburg Logo - \$10,000
- TickMark Packages at \$3,300 per set
- Option to remove Field Striping Package - (\$7,000)
- Project Contingency - \$175,478.50

After some discussion, the following action was taken:

MOTION:

Councilmember Cotell made a motion to authorize the Town Manager to finalize negotiation and execution of the proposed contract with FieldTurf USA for the construction of two synthetic turf athletic fields at Harrisburg Park with a project cost not to exceed \$2,500,000, and a total contract value of \$2,675,000. Second was made by Mayor Pro-Tem Glover. **The motion passed 5-0.**

6C.

NEW BUSINESS

Consideration of the FY2026 Powell Bill Street Resurfacing Contract with Ram Pavement Services, Inc. Each year, the Town conducts street resurfacing to maintain the life and quality of the Town's transportation network. This year's project encompasses street resurfacing of Galvan Way, Coral View Drive, Silverwood Drive, Bollenbecker Drive, Spring Court Lane, Cotton Street, Cabana Way, Gin Court, Sea Island Lane, Wills Run Place, Peachgrove Court, Fruitwood Court, Dell Drive, Torquay Drive and portions of Founders Way, Ford Street, Apple Glen Drive, Harrisburg Industrial Park Drive, and Berry Ridge Drive. This is the first year of the 3-year pavement management plan as presented to Council in September.

The project was competitively bid, and the Town received five valid bids. Ram Pavement Services, Inc. was the low bidder. The Town has worked with Ram in the past, and the work has been high quality.

After some discussion, the following action was taken:

MOTION:

Mayor Pro-Tem Glover made a motion to approve the contract with Ram Pavement Services, Inc. totaling \$622,638.45 for the FY2026 Powell Bill Street Resurfacing Project. Second was made by Councilmember Thevenin. **The motion passed 5-0.**

7.

ACTION ITEMS

- Get information on historical vacancy rates in the Town.

8.

CLOSED SESSION

MOTION:

Councilmember Smith made a motion to go into Closed Session to discuss land acquisition. Second was made by Mayor Pro-Tem Glover. **The motion passed 5-0.**

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

MOTION:

Councilmember Smith made a motion to come out of Closed Session and return to regular business. Second was made by Mayor Pro-Tem Glover. **The motion passed 5-0.**

MOTION:

Councilmember Cotell made a motion to approve the purchase contracts for 4301 Stallings Road for \$650,000 and 4245 Stallings Road for \$550,000 and the related FY2026 Budget Ordinance Amendments. Second was made by Councilmember Thevenin. **The motion passed 5-0.**

9.

ADJOURNMENT

MOTION:

There being no further business, Mayor Pro-Tem Glover made a motion to adjourn the meeting. Second was made by Councilmember Smith. **The motion passed 5-0.**

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consider the minutes of the October 13, 2025, Closed Session

Presenting Personnel:

Janet Rackley, Town Clerk

Suggested Motion or Action:

Motion to approve the minutes of the October 13, 2025 Closed Session.

Description/Background:

Draft minutes of the October 13, 2025, Closed Session are presented for consideration.

Recommendation:

Approval

Fiscal Impact:

N/A

Attachments:

None



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Change Order 1 for Professional Design Services contract for HL-0062 - HWY 49 Phase 2.

Presenting Personnel:

Devin Huston, Town Engineer

Suggested Motion or Action:

Motion to approve Change Order 1 in relation to the existing Professional Design Services Contract for HL-0062 HWY 49 Phase 2 in the amount of \$29,000.

Description/Background:

The Professional Services Contract for HL-0062 - HWY 49 Phase 2 with Timmons Group was approved on the March 2025 Town Council agenda in the amount of \$788,891 of which 80% is reimbursable as part of the grant award. Through the engineering process, the need for additional traffic engineering services which were not included in the original scope has been identified. This change order is proposed to add these services to the contract. The funding for this change order will also be eligible for 80% reimbursement, with the Town's 20% match being \$5,800.

Recommendation:

Recommend approving Change Order 1 in relation to the existing Professional Design Services Contract for HL-0062 HWY 49 Phase 2 in the amount of \$29,000.

Fiscal Impact:

The total amount of the BGDA Grant award for HL-0062 is \$9,178,750. Of this, the Town's 20% match is \$1,835,750. The original amount awarded for the design contract of \$788,891 left a total of \$8,389,859 remaining for ROW acquisition, utility relocation, and construction stages of the project. Approval of this change order will reduce the amount remaining for future project stages from \$8,389,859 to \$8,360,859. No project ordinance amendment is required to facilitate this change order.

Attachments:

1. Timmons - Change order 1 - HL0062



CHANGE ORDER NO. [1]

**TOWN OF HARRISBURG, NORTH CAROLINA
CHANGE ORDER FOR PROFESSIONAL ENGINEERING SERVICES – HL-0062 – HWY 49
IMPROVEMENTS PHASE 2**

SECTION I: PURPOSE

The purpose of this Change order (hereinafter “CO”) is to alter the scope of the PROFESSIONAL ENGINEERING SERVICES – HL-0062 – HWY 49 IMPROVEMENTS PHASE 2 Agreement between the Town and Timmons Group (“Consultant”), dated March 27, 2025 (hereinafter “Agreement”).

SECTION II: SCOPE

The scope of the Agreement is to be altered with the addition of supplemental services as described in the attached Change Order #1 letter by Timmons Group dated 10-22-2025. The Consultant shall comply with all terms of the Agreement, which agreement is incorporated into this CO as if fully set forth verbatim herein.

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 V: COMPENSATION

Consultant shall perform the services detailed in the scope described in Section II above on the basis of the proposed fees outlined in the attached Change Order #1 letter.

Billing shall in conformance with the Agreement. The total amount billed to the Town related to this Change Order shall not exceed \$29,000 without the written permission of the Town.

[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:

TIMMONS GROUP

(Typed of Printed Legal Name of Consultant)

By: _____
Town Manager

By: _____
Signature of Authorized Officer

Date: _____

Printed Name: _____

Title: _____

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

Devin Huston, PE
Town of Harrisburg
4100 Main St.
Harrisburg, NC 28075

October 22, 2025

RE: HL-0062 – Hwy 49 (Phase II) – Change Order #1

Dear Mr. Huston:

The following supplemental traffic engineering services have been requested to determine the impacts associated with the proposed HL-0062 project. The project consists of access management improvements along NC-49 in Harrisburg, NC. Timmons Group (TG) will coordinate with the Town of Harrisburg (Town), NCDOT, and Project Team throughout the project.

A capacity analysis is a specialized study which assesses potential roadway improvement impacts on the transportation network. The analysis is an essential step in the design review process that assists public agencies in selecting the appropriate transportation solutions that affect traffic and transportation operations in the area.

Project Understanding

Based on the HL-0062 aerial concept plan received the Town (dated 10/02/2025), the following study area intersections are assumed. Study area intersections will be confirmed with the Town / NCDOT prior to the onset of the study:

1. NC-49 at Pepsi Way / Cedar Drive
2. NC-49 at Commercial Access 1
3. NC-49 at Fort Street / Commercial Access 2
4. NC-49 at Commercial Access 3
5. NC-49 at Church Access 1
6. NC-49 at Commercial Access 4
7. NC-49 at Commercial Access 5
8. NC-49 at Z Max Boulevard / Commercial Access 6
9. NC-49 at Morehead Road / Sims Parkway

No additional traffic counts are anticipated for this supplemental task.

Traffic Services

Traffic Impact Study (TR01)

The project involves the tasks and methodology outlined below:

- Collect other necessary data relating to the study area and adjacent transportation network.
- Review all pertinent information including: land use plans, traffic accident data, and developments, and/or roadway improvements planned in the study area which may impact this development.
- Project future ambient network volumes using an area wide growth factor (to be determined in the project scoping meeting).
- Re-distribute traffic based on proposed HL-0062 improvements for up to three (3) improvement scenarios.
- Conduct a capacity / operational analysis for the aforementioned intersections for up to three (3) HL-0062 Improvement Scenarios.
- Each HL-0062 Improvement scenario will consist of the following four (4) conditions (weekday AM and PM peak period, as needed)
 - Existing Year Traffic Condition
 - Build Year Traffic Condition Without Site Traffic
 - Build Year Traffic Condition With Site Traffic
 - Build Year Traffic Condition With Site Traffic & Recommended Improvements
- Provide recommendations to improve the level of service (LOS) at any study area intersection that demonstrates a deficient level of service due to the proposed HL-0062 improvements.
- Produce a report that documents all findings and recommendations.
- This task assumes a maximum of two (2) virtual meetings. It is assumed that two (2) TG staff members will participate in the meetings.

This proposal assumes one (1) analysis phase and up to three (3) HL-0062 improvement scenarios. Any additional analysis required due to either a) a change in analysis phasing or b) additional improvement scenarios will be considered additional services (as described below).

Proposed Fees

Traffic Services

Traffic Impact Study (TR01)	<u>\$29,000</u>
TOTAL	\$29,000

TG will provide the above services for the following lump sum fee:

Our fees shall not deviate from the figure indicated above without prior written approval from the Client. If for any reason a change to this agreement becomes necessary, the client will be notified by a Change Order written by the Project Manager. After the date of this agreement, changes in the scope of work required by the Town may require a Change Order.

Additional Services

Additional services are any services not explicitly listed in the above scope of services that are requested by the client, a member of the project team, or a reviewing agency. In the event additional services are requested, TG will provide a revised proposal or an addendum to this agreement outlining any such changes and associated costs. If the parties cannot agree on the costs for any such changes, the work associated with the changes will be billed at the current TG billing rates. No additional services will be provided without receiving prior written authorization from the Client. Additional services include, but are not limited to:

- Additional study area intersections
- Additional traffic counts
- Additional Analysis Phases
- Additional HL-0062 Improvement Scenarios
- Additional analysis / calculations
- Improvement negotiations
- Additional meetings (virtual or in-person)
- Design of transportation / infrastructure improvements (to be negotiated separately payable by lump sum), etc.
- Detailed written responses to address review comments (i.e. requiring additional analysis, calculations, etc.)
- Deviations from the originally provided scope

If you have any questions or if I can provide you with any additional information, please do not hesitate to contact me at (919) 532-3265.

Regards,



Brian Welch, PE, MBA
Senior Project Manager



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Change Order 1 for Professional Design Services Contract for HL-0063 - Caldwell Ext.

Presenting Personnel:

Devin Huston, Town Engineer

Suggested Motion or Action:

Motion to approve Change Order 1 in relation to the existing Professional Design Services Contract for HL-0063 Caldwell Ext. in the amount of \$72,419.43.

Description/Background:

The Professional Services Contract for HL-0063 - Caldwell Ext. with RK&K was approved on the March 2025 Town Council agenda in the amount of \$861,069.82 of which 80% is reimbursable as part of the grant award. The original scope approved by NCDOT did not include engineering design services of water and sewer utility extensions along the proposed section of new road. This change order is proposed to add these services to the contract. The funding for this change order will also be eligible for 80% reimbursement, with the Town's 20% match being \$14,483.80.

Recommendation:

Recommend approving Change Order 1 in relation to the existing Professional Design Services Contract for HL-0063 Caldwell Ext. in the amount of \$72,419.43.

Fiscal Impact:

The total amount of the BGDA Grant award for HL-0062 is \$6,107,000. Of this, the Town's 20% match is \$1,221,400. The original amount awarded for the design contract of \$861,069.82 left a total of \$5,245,930.18 remaining for ROW acquisition, utility relocation, and construction stages of the project. Approval of this change order will reduce the amount remaining for future project stages from \$5,245,930.18 to \$5,173,510.75. No project ordinance amendment is required to facilitate this change order.

Attachments:

1. RK&K - HL-0063 - CO-1



CHANGE ORDER NO. [1]

**TOWN OF HARRISBURG, NORTH CAROLINA
CHANGE ORDER FOR PROFESSIONAL ENGINEERING SERVICES – HL-0063 – CALDWELL ROAD
EXTENSION**

SECTION I: PURPOSE

The purpose of this Change order (hereinafter “CO”) is to alter the scope of the PROFESSIONAL ENGINEERING SERVICES – HL-0063 – CALDWELL ROAD EXTENSION between the Town and RK&K (“Consultant”), dated March 26, 2025 (hereinafter “Agreement”).

SECTION II: SCOPE

The scope of the Agreement is to be altered with the addition of supplemental services as described in the attached Scope of Work Task 01 – Supplemental 01 as provided by RK&K dated 8-7-2025. The Consultant shall comply with all terms of the Agreement, which agreement is incorporated into this CO as if fully set forth verbatim herein.

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 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 in conformance with the Agreement. The total amount billed to the Town related to this Change Order shall not exceed \$72,419.43 without the written permission of the Town.

[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:

Rummel, Klepper, & Kahl (RK&K)

(Typed of Printed Legal Name of Consultant)

By: _____
Town Manager

By: _____
Signature of Authorized Officer

Date: _____

Printed Name: _____

Title: _____

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

Caldwell Road Extension – Phase 01

STIP No. HL-0063

Town of Harrisburg, Cabarrus County

Scope of Work

Task 01 – Supplement 01

August 7, 2025

Description of the Project

The Caldwell Road Extension Project will extend Caldwell Road North from its existing intersection with NC Highway 49 toward Highway 29. As noted in the Town of Harrisburg's (Town) RFQ, the overall project will include design of roadway, alignment, survey and right-of-way plans. The design will also incorporate items including, but not limited to, design of sidewalk, and intersection improvements. Phase 1 improvements include extending Caldwell Road north from NC 49 for approximately 3,000 feet. There are no anticipated major structures in this section. Modifications to the intersection of Caldwell Road and NC 49 are included in this phase.

Per the Town's request, this supplement includes the design of new water and sewer lines along the roadway extension.

This scope includes the following general tasks as detailed in the "Description of Services" with the corresponding task in the standard NCDOT fee spreadsheet in parentheses:

- Project Management & Administration (PM-Project Mgmt)
- Utility Design (UD-Utilities Design)

ROW Acquisition efforts will be performed under a separate contract on a per parcel basis.

Description of Services

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

1. Project Management & Administration (PM-Project Mgmt)

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

RK&K will hold bi-weekly meetings with the project team internally to update progress for all disciplines and to coordinate any questions between disciplines and subconsultants.

Meetings

RK&K shall make available, at reasonable times, discipline appropriate staff members for the following anticipated meetings:

We anticipate meeting with Town staff to review the content and progress of the project. It is anticipated that two (2) in person meetings at the Town of Harrisburg will be required and four (4) virtual meetings have been included as well. An additional two (2) virtual meetings have been included for coordination meetings with the Town and NCDOT.

RK&K will be responsible for meeting agendas (if needed) and summaries.

Coordination will also be maintained by RK&K with appropriate state and local agencies, stakeholders, or officials having an interest in the project. The Town and Division 10 will be advised of all contacts with other agencies.

Schedule

RK&K will develop a draft project schedule including all major milestones to Project Letting for the Town's review and approval. Upon receiving all applicable comments on the draft schedule, RK&K will incorporate said comments and finalize the schedule for project implementation. This task includes regular updates to the schedule and any changes or updates required during the project's progression will be coordinated with the Town and NCDOT.

Deliverables

Progress reports

Schedule

Meeting Agendas and Notes

2. Utility Design (UD-Utilities Design)

RK&K shall provide professional services to produce Preliminary Utility Construction Plans, 90% Utility Construction Plans, Water/Sewer permit applications, and Final Utility Construction Plans for the Caldwell Road extension for the Town of Harrisburg. It is RK&K's understanding that this scope is for designing approximately 3,000 linear feet of 12-inch waterline and 8-inch gravity sanitary sewer line along the Caldwell Road extension. The Town of Harrisburg is the owner of the existing water and sanitary sewer lines within the project limits.

Description of Services – Utility Design

Task 1 – Meet with the Town of Harrisburg -

RK&K will meet with the Town to gather a complete understanding of the Town's expectations for growth along this roadway extension. Determine the necessary size and material of the water and sewer to be extended along the project before proceeding with Preliminary Utility Construction Plans.

Task 2 – Preliminary Utility Construction Plans

RK&K will begin preparation of Preliminary Utility Construction Plans. This will include creating proposed alignments for the new Waterline and Sanitary Sewer line along with profiles. This set of Preliminary Plans will be submitted to the Owner and NCDOT for review.

- Utility Design
 - o Prepare Preliminary Utility Construction Plans
 - o Submit Preliminary Utility Construction to the Owner and NCDOT for review.
 - o Prepare draft of Project Special Provisions.

Task 3 – 90% Utility Construction Plans

Once we receive all the comments from the Preliminary Utility Construction Plans, RK&K will begin preparing the 90% Utility Construction Plans. This will include the approved alignments of the water and sewer lines shown on the Preliminary Plans, preparing Project Special Provisions, and creating our list of utility quantities.

- Utility Design
 - o Prepare 90% Utility Construction Plans
 - o Prepare Project Special Provisions
 - o Utility Quantity list
 - o Submit 90% Utility Construction and Project Special Provisions to the Owner and NCDOT for review.

Task 4 – Water and Sanitary Sewer permit applications

Upon approval of 90% Utility Construction Plans, RK&K will prepare the necessary water and sewer permit applications for NCDEQ. These applications will be filled out by RK&K, sent to the Utility Owner for review and signatures; then submitted to NCDEQ along with the necessary plans, engineers report and project special provisions. Any comments received will be addressed and incorporated into the Final Utility Construction Plans. These permit approvals will be sent to the Owner for their records. RK&K has included fees associated with these permits in our Cost estimate.

- Utility Design
 - o Prepare Utility Construction Plans for Permit review only.
 - o Prepare Engineer's Report, Permit Applications, Project Special Provisions, and necessary exhibits for NCDEQ review.

Task 5 – Final Utility Construction Plans

Once we receive comments from the Owner, NCDOT, and NCDEQ from our 90% Utility Construction Plan submittal and permit application submittals, RK&K will incorporate those comments into the preparation of Final Utility Construction Plans. These plans will be signed and sealed for Construction. The Project Special Provision will be finalized a final list of Utility Quantities as well will be created.

- Utility Design
 - o Prepare Final Utility Construction Plans
 - o Prepares Final Project Special Provisions
 - o Finalize Utility Quantities
 - o Submit signed and sealed Final Utility Construction Plans and Project Special Provisions to the Owner for project Let.

Project TIP HL-0063 WBS PE WBS RW _____ County Cabarrus

PEF Utilities Design Name CONSULTANT NAME Firm's LSA Contract ID
 Project Contact Roman Prokopovych, PE Contract official _____

Task Order II - UTILITY DESIGN

Classification/Name	Utility Design Supervisor	Senior Utility Engineer	Utility Engineer	Junior Technician	MISCELLANEOUS1	MISCELLANEOUS2	MISCELLANEOUS3											SubTotal	
	Bryan Bailey	Mariko Pyatt	Sebastian Vera Del Carpio	Nate Harris														0 0 0	
Project Estimate																		SubTotal	Notes
Task 1	8	8																16	
Task 2	24		70	20														194	
Task 3	24	60	50	20														154	
Task 4	16	16		8														40	
Task 5	8	24	32	16														80	
5UT1																		0	
Workhours	80.0	188.0	152.0	64.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	484.0	
Hourly Rate	\$ 83.75	\$ 60.00	\$ 40.00	\$ 39.05	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	26,559.20
SubTotal	\$ 6,700.00	\$ 11,280.00	\$ 6,080.00	\$ 2,499.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	38,877.36

Invoicing Percentages	Workhours	% Work
Task 1	16.0	3.3%
Task 2	194.0	40.1%
Task 3	154.0	31.8%
Task 4	40.0	8.3%
Task 5	80.0	16.5%
5UT1	0.0	0.0%
Total	484.0	100.0%

WORKDAYS 60.50

Overhead	146.38%	\$ -	\$ 26,559.20
Subtotal		\$ -	\$ 38,877.36
Fee	9%	\$ -	\$ 5,889.29
CoC	0.1900%	\$ -	\$ 50.46
Subtotal		\$ -	\$ 71,376.31
Direct Costs		\$ -	\$ 1,043.12
Total Cost		\$ -	\$ 72,419.43

Direct Costs	8'-12"x11" B&W	11"x17" B&W	11"x17" Color	Bond (34"x22")	Bond Color (34"x22")	Permit Fees	Overnight Per Diem (Lodging, Breakfast, Lunch, Dinner)	Breakfast Only	Lunch Only	Dinner Only	Lodging Only	Mileage								Subtotals
Task 1																				\$ -
Task 2								24												\$ 10.08
Task 3								24												\$ 10.08
Task 4	20							24												\$ 1,012.88
Task 5								24												\$ 10.08
5UT1																				\$ -
Totals	20	0	0	96	0		0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 1,043.12
Rate	\$ 0.14	\$ 0.15	\$ 1.66	\$ 0.42	\$ 3.00		\$ 149.00	\$ 10.60	\$ 14.00	\$ 24.40	\$ 100.00	\$ 0.700								Total
Costs	\$ 2.80	\$ -	\$ -	\$ 40.32	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,043.12

PEF--UTILITY DESIGN



TOWN OF HARRISBURG

Agenda Item Details

Title:

Call for public hearing to consider entering into an Annexation Agreement between the Town of Harrisburg and the City of Charlotte for December 8, 2025, at 6:00 pm.

Presenting Personnel:

Shelley DeHart, Assistant Planning Director

Suggested Motion or Action:

Adopt the Resolution to fix the date of the public hearing for consideration of the annexation agreement between the Town of Harrisburg and the City of Charlotte for December 8, 2025 at 6:00 pm.

Description/Background:

The Town of Harrisburg entered into an annexation agreement with the City of Charlotte on January 1, 2006 for a period of 10-years. The annexation agreement was extended in 2016 and is now set to expire on January 1, 2026. The Town of Harrisburg and the City of Charlotte desire to extend the annexation agreement pursuant to N.C.G.S. 160A-58.21. This is a request to fix the date for the public hearing to consider said agreement.

Recommendation:

Approve the resolution fixing the date of the public hearing for December 8, 2025, at 6:00 pm.

Fiscal Impact:

None

Attachments:

1. Annex_Agreement Resolution Fixing Date of PH
2. AnnexationMap



**RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF
ANNEXATION AGREEMENT PURSUANT TO G.S. 160A-58.24(c)**

WHEREAS, the Town of Harrisburg and the City of Charlotte desire to enter into an Annexation Agreement pursuant to N.C.G.S. 160A-58.21; and

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 entering into an annexation agreement between the Town of Harrisburg and City of Charlotte described herein will be held at Harrisburg Town Hall at 4100 Main Street, Harrisburg, North Carolina at 6:00 p.m. on December 8, 2025.

Section 2. The area proposed within the annexation agreement is described as follows:

EXHIBIT A (Portion of Mecklenburg County)

That certain portion of Mecklenburg County ("Charlotte Area") which is contiguous with the Cabarrus County/Mecklenburg County Line (the "County Line"), and extends in a generally westerly direction into Mecklenburg County for a distance of three miles. The northerly boundary of the Charlotte Area is formed by the northerly right-of-way margin of Eastfield Road (known as Allen Harris Road in Cabarrus County). The westerly boundary of the Charlotte Area is formed by a line which is generally west of, parallel to and 3 miles distant from the County Line. The southerly boundary of the Charlotte Area is formed by the southerly right-of-way margin of Albemarle Road (NC 24/27). The easterly boundary of the Charlotte Area is formed by the County Line.

EXHIBIT B (Portion of Cabarrus County)

That certain portion of Cabarrus County ("Harrisburg Area") which is contiguous with the Cabarrus County/Mecklenburg County Line (the "County Line"), and extends in a generally easterly direction into Cabarrus County for a distance of three miles. The northerly boundary of the Harrisburg Area is formed by the line between Concord and Harrisburg described in the annexation agreement between Harrisburg and Concord (dated October 12, 1998 as amended on December 12, 2003) (the description of said line is incorporated herein by reference). The easterly boundary of the Harrisburg Area is formed by a line which is east of, parallel to and 3 miles distant from the County Line. The southerly boundary of the Harrisburg Area is formed by the line between Harrisburg and Midland described in the annexation agreement between Harrisburg and Midland (effective date of July 12, 2004) (the description of said line is incorporated herein by reference). The westerly boundary of the Harrisburg Area is formed by the County Line.

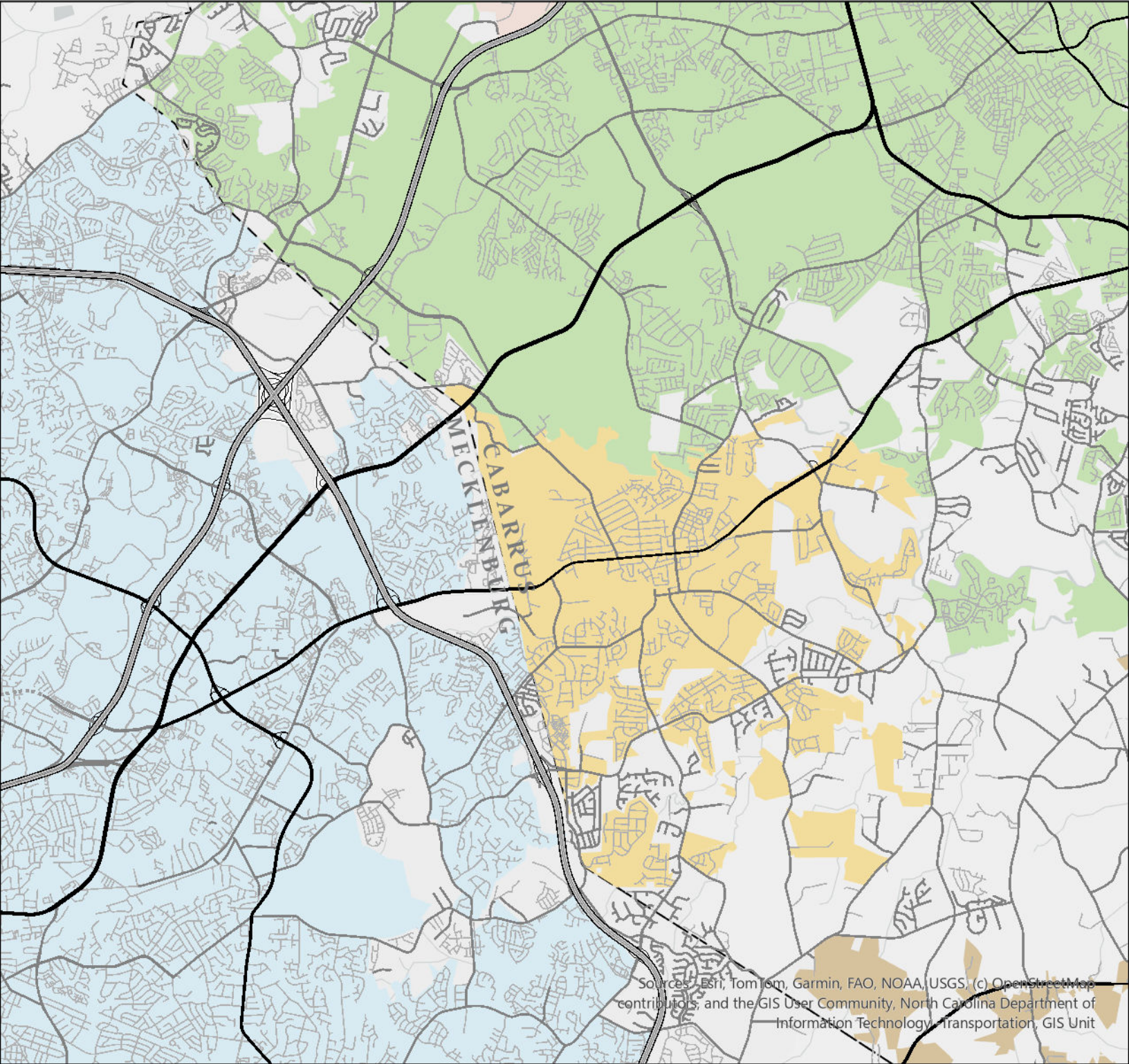
Section 3. Notice of the public hearing shall be published in the Independent Tribune, a newspaper having general circulation in the Town of Harrisburg, at least ten (10) days prior to the date of the public hearing.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk

Mecklenburg/Cabarrus County, NC Municipal Boundaries



- Charlotte
- Concord
- Harrisburg
- Kannapolis
- Midland



0 0.350.7 1.4 Miles



Sources: ESRI, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, North Carolina Department of Information Technology, Transportation, GIS Unit



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Final Resolution Requesting the Private Sale of \$2,350,000 General Obligation Transportation Bond, Series 2025 to Pinnacle Bank, a Tennessee bank

Presenting Personnel:

Brian Lee, Finance Director

Suggested Motion or Action:

Motion to adopt a final resolution requesting the private sale of \$2,350,000 General Obligation Transportation Bond, Series 2025 to Pinnacle Bank, a Tennessee bank, which includes a \$2,350,000 not to exceed value, an interest rate of 3.81% and a payment term not to extend beyond November 1, 2040.

Description/Background:

With a public voter referendum in November 2017, the Town was authorized to issue \$4M of General Obligation Bonds for various transportation improvements.

The first issuance under this bond authorization was for \$1,650,000, which covered the cost of issuance plus \$1,550,000 in construction costs, consisting of various street resurfacing and sidewalk addition projects.

Approval was provided at the October 13, 2025 Town Council meeting to issue private placement bonds for the final issuance of the debt. An RFP was distributed to over 60 national, regional, and local lending institutions. As part of the RFP process, responding institutions were asked to provide rates for 15-year terms. Six responses were received. Some of the key factors evaluated by Finance and Town Administration in consultation with financial advisors, bond counsel, and the Town Attorney include the rate, cost of issuance, and call and early payoff provisions.

Projects funded by this issuance of bonds include:

1. Stallings Road Sidewalks, Phases I and II - \$400,000
2. Highway 49 Improvements - Phase I - \$250,000
3. Traffic Mitigation - Roberta Road - \$300,000
4. Traffic Mitigation - Cambridge Drive and Davis Creek Greenway - \$1,400,000

Of the responses received, Pinnacle Bank, a Tennessee bank, was selected with the following terms:

- \$2,350,000 not to exceed total loan value
- 15-year repayment schedule with annual principal and semi-annual interest payments
- Interest rate of 3.81%
- Non-Bank Qualified
- Pinnacle Bank, a Tennessee bank, as the lender
- The final installment payment will be made on November 1, 2040.
- Annual debt service payments of approximately \$236,000, decreasing steadily each year after FY2028 to approximately \$162,000 in FY2041.

Remaining Steps in the Bond Process:

- December 4th - LGC considers approving the financing
- December 10th - Closing

Recommendation:

Staff recommends approval of the resolution for the issuance of the General Obligation Transportation Bonds.

Fiscal Impact:

The Town will receive financing proceeds of \$2,350,000 to pay the cost of issuance, to reimburse itself for expenditures already incurred on completed projects, and to fund the remaining uncompleted project.

The Town will have principal plus interest payments of approximately \$236,000 in FY2027, which declines steadily after FY2028, ending with annual debt service of approximately \$162,000 in the final payment year.

Attachments:

1. Bond Resolution - Harrisburg GO Bonds 2025 - new money, private placement wPinnacle-v3

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HARRISBURG, NORTH CAROLINA PROVIDING FOR THE ISSUANCE OF \$2,350,000 GENERAL OBLIGATION TRANSPORTATION BOND, SERIES 2025

WHEREAS, the Bond Order hereinafter-described has been adopted, and it is desirable to make provision for the issuance of the bond authorized by said Bond Order;

WHEREAS, the Town of Harrisburg, North Carolina desires to issue its General Obligation Transportation Bond, Series 2025 in an aggregate principal amount not to exceed \$2,350,000 and to request the North Carolina Local Government Commission sell such bond to Pinnacle Bank, a Tennessee bank, in accordance with the terms of this Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HARRISBURG, NORTH CAROLINA (THE "TOWN COUNCIL") AS FOLLOWS:

Section 1. For purposes of this Resolution, the following words will have the meanings ascribed to them below:

"Bank" means Pinnacle Bank, a Tennessee bank, as the original purchaser of the Bond, and its successors and assigns.

"Bond" means the Town of Harrisburg, North Carolina General Obligation Transportation Bond, Series 2025 authorized under the Bond Order.

"Bond Order" means the Bond Order relating to the Transportation Projects (as defined herein) which was adopted by the Town Council on August 14, 2017 and approved by the vote of a majority of the voters who voted thereon at a referendum duly called and held on November 7, 2017, as extended by an order adopted by the Town Council on September 9, 2024.

"Business Day" means a day other than a Saturday or Sunday on which the Bank, at its principal corporate offices, is not required or authorized by law to remain closed.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to a section of the Code herein will be deemed to include the United States Treasury Regulations proposed or in effect with respect thereto.

"Commission" means the Local Government Commission of North Carolina.

"Default Rate" means the interest rate in effect under the Bond immediately prior to the date the Town defaults on its obligations to pay the principal of and interest on the Bond when due, plus 4.0% per annum; provided, however that the Default Rate shall not exceed the maximum rate of interest permitted by law.

"Determination of Taxability" means, with respect to the Bond, and shall be deemed to have occurred on the date when (a) the Town shall receive notice from the Owner that the Internal Revenue Service has assessed as includable in gross income the interest payments made by the Town relating to the Bond and such assessment is due to the occurrence of an Event of Taxability or (b) the Town or the Owner shall receive notice from the Internal Revenue Service that the interest payments made by the Town relating

to the Bond is includable in the gross income of the Owner for federal income tax purposes and such determination is due to the occurrence of an Event of Taxability.

“*Event of Taxability*” means the occurrence or existence of any fact, event or circumstance caused by either the action or inaction of the Town which has the effect of causing the interest payments relating to the Bond made by the Town to be includable in the gross income of the Owner for federal income tax purposes.

“*Federal Securities*” means obligations permitted by Section 159-72 of the General Statutes of North Carolina, as may be amended from time-to-time, or any successor statute thereto.

“*Finance Officer*” means the Town’s Finance Director or any successor to the function of the Town’s statutory finance officer.

“*Inclusion Date*” means the effective date that the interest payments on the Bond made by the Town is includable in the gross income of the Owner of the Bond as a result of a Determination of Taxability.

“*Owner*” means the registered owner of the Bond, which will initially be the Bank.

“*Pricing Certificate*” means a certificate of the Finance Officer delivered in connection with the issuance of the Bond as permitted under Section 13.

“*Town*” means the Town of Harrisburg, North Carolina.

“*Transportation Projects*” means the projects authorized by the Bond Order, including paying the capital costs of acquiring, constructing, reconstructing, widening, extending, paving, resurfacing, grading and improving streets and sidewalks, including curbs, gutters, drains, bridges, overpasses, underpasses and grade crossings, related landscaping, lighting and traffic controls, signals and markers and the acquisition of land, rights-of-way and easements in land required therefor.

Section 2. The Town shall issue its Bond as a single, fully registered bond in an aggregate principal amount of \$2,350,000, payable in installments on November 1 of each year as follows:

<u>DATE</u>	<u>PRINCIPAL AMOUNT</u>	<u>DATE</u>	<u>PRINCIPAL AMOUNT</u>
2026	\$157,000	2034	\$157,000
2027	157,000	2035	157,000
2028	157,000	2036	156,000
2029	157,000	2037	156,000
2030	157,000	2038	156,000
2031	157,000	2039	156,000
2032	157,000	2040*	156,000
2033	157,000		

* Maturity

Section 3. The Bond shall be dated the date of its issuance, with interest paid in installments annually on November 1, beginning November 1, 2026. The Bond is being issued to provide funds to (1) finance the Transportation Projects pursuant to and in accordance with the Bond Order and (2) pay the costs of issuing the Bond.

Section 4. The Town Council has ascertained and hereby determines that the average period of usefulness of the capital projects being financed by the proceeds of the Bond is not less than 20 years computed from the date of issuance of the Bond.

Section 5. The Bond is to be numbered “R-1” and shall bear interest from its date at a rate of 3.81% per annum computed on the basis of a 360-day year of twelve 30-day months. If the Town is in default of its obligations to pay the principal of and interest on the Bond when due, from the date of such default until the default has been remedied or waived by the Owner, all amounts payable on the Bond will bear interest at the Default Rate.

Section 6. The Bond is to be registered as to principal and interest, and the Finance Officer is directed to maintain the registration records with respect thereto. The Bond shall bear the original or facsimile signatures of the Mayor and the Town Clerk or their respective designees.

The Bond will be non-transferable, except to (a) an affiliate of the Bank or (b) a bank, insurance company or similar financial institution or any other entity approved by the Commission who executes an investor letter in a form and substance satisfactory to the Registrar. The Registrar has no obligation to pay any amounts due on the Bond to anyone other than the Owner as shown on the registration books kept by the Registrar.

Section 7. The Bond is subject to optional redemption on or before November 1, 2026, at the option of the Town, from any funds that may be available for such purpose, either in whole or in part, on any date, at a redemption price of 105% of the outstanding principal amount of the Bond plus accrued interest to the redemption date.

The Bond is subject to optional redemption from November 2, 2026 to November 1, 2027, at the option of the Town, from any funds that may be available for such purpose, either in whole or in part, on any date, at a redemption price of 104% of the outstanding principal amount of the Bond plus accrued interest to the redemption date.

The Bond is subject to optional redemption from November 2, 2027 to November 1, 2028, at the option of the Town, from any funds that may be available for such purpose, either in whole or in part, on any date, at a redemption price of 103% of the outstanding principal amount of the Bond plus accrued interest to the redemption date.

The Bond is subject to optional redemption from November 2, 2028 to November 1, 2029, at the option of the Town, from any funds that may be available for such purpose, either in whole or in part, on any date, at a redemption price of 102% of the outstanding principal amount of the Bond plus accrued interest to the redemption date.

The Bond is subject to optional redemption from November 2, 2029 to November 1, 2030, at the option of the Town, from any funds that may be available for such purpose, either in whole or in part, on any date, at a redemption price of 101% of the outstanding principal amount of the Bond plus accrued interest to the redemption date.

The Bond is subject to optional redemption on and after November 2, 2030, at the option of the Town, from any funds that may be available for such purpose, either in whole or in part, on any date, at a redemption price of 100% of the outstanding principal amount of the Bond plus accrued interest to the redemption date.

If the Bond is redeemed in part, such redemption shall be deemed a redemption of the principal amount of the Bond then outstanding in inverse order of the scheduled payments.

The Town will give the Owner at least 30 days prior written notice of such redemption. The notice of redemption may state that it is conditional on sufficient money being available to pay the redemption price on the date fixed for redemption.

Section 8. The Bond and the provisions for the registration of the Bond and for the approval of the Bond by the Secretary or Deputy Secretary of the Commission are to be in substantially the form set forth in Exhibit A hereto.

Section 9. The Finance Officer, or his designee, is hereby authorized to execute a non-arbitrage certificate with respect to the Bond in order to comply with Section 148 of the Code and the applicable Income Tax Regulations thereunder.

Section 10. The Finance Officer is hereby directed to create and establish a fund or account (the “2025 GO Project Fund”) with the Bank and may establish separate accounts or subaccounts within the 2025 GO Project Fund to track the expenditures related to the Transportation Projects. The Finance Officer will deposit the proceeds from the sale of the Bond in the 2025 GO Project Fund to be used to pay the capital costs of the Transportation Projects and costs of issuance of the Bond.

The Finance Officer will invest and reinvest any moneys held in the 2025 GO Project Fund as permitted by the laws of the State of North Carolina and the income, to the extent permitted by the Code, is to be retained in the 2025 GO Project Fund and applied with the proceeds of the Bond as permitted by the Bond Order, as directed by the Finance Officer. The Finance Officer will keep and maintain adequate records pertaining to the 2025 GO Project Fund and all disbursements therefrom so as to satisfy the requirements of the laws of the State of North Carolina and to assure that the Town maintains its covenants with respect to the exclusion of the interest on the Bond from gross income for purposes of federal income taxation.

While the Bank is the Owner of the Bond, the funds on deposit in the 2025 GO Project Fund will be invested in a money market account of the Bank, which will earn interest at a rate equal to the “Federal Funds Effective Rate,” as determined by the Bank, minus 1.25%. This investment rate will be subject to change at any time based on changes in the Federal Funds Effective Rate.

Prior to withdrawing funds from the 2025 GO Project Fund, the Town shall submit to the Bank a written requisition signed by an authorized officer of the Town. A form of requisition for the disbursement of funds held in the 2025 GO Project Fund is attached hereto as Exhibit B. The Town shall consult with its bond counsel regarding the disposition of any money remaining in the 2025 GO Project Fund, if any, after completion of the Transportation Projects or the earlier termination of the 2025 GO Project Fund, and, if so permitted by the Code, such amount shall be used to pay future payments of principal and interest coming due under the Bond in the order of their due dates.

Section 11. Actions taken by officials of the Town to select paying and transfer agents, and a bond registrar, or alternate or successor agents and registrars pursuant to Section 159E-8 of the Registered Public Obligations Act, Chapter 159E of the General Statutes of North Carolina, are hereby authorized and approved.

Section 12. The Mayor and the Town Clerk, or their respective designees, are hereby authorized and directed to cause the Bond to be prepared and, when they shall have been duly sold by the

Commission, to execute the Bond and to turn the Bond over to the registrar and transfer agent of the Town, if any, for delivery to the Bank, as purchaser of the Bond.

Section 13. The Finance Officer is hereby authorized to approve any changes to the terms of the Bond set forth in this Resolution by executing a Pricing Certificate on the date of issuance of the Bond provided that the Bond will be sold at a price of 100% of the par amount of the Bond and at an interest rate not to exceed the interest rate set forth herein.

The Mayor, the Town Manager, the Finance Officer, the Town Attorney and the Town Clerk, or their respective designees, individually and collectively, are authorized and directed to execute and deliver for and on behalf of the Town any and all additional certificates, documents, opinions or other papers and perform all other acts as may be required by the documents contemplated hereinabove or as may be deemed necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 14. The Town covenants that it will not take or permit, or omit to take or cause to be taken, any action that would adversely affect the exclusion from gross income of the recipient thereof for federal income tax purposes of the interest on the Bond, and, if it should take or permit, or omit to take or cause to be taken, any such action, the Town will take or cause to be taken all lawful actions within its power necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof. The Town acknowledges that the continued exclusion of interest on the Bond from the owner's gross income for federal income tax purposes depends, in part, on compliance with the arbitrage limitations imposed by Section 148 of the Code. The Town covenants that it will comply with all the requirements of Section 148 of the Code, including the rebate requirements, and that it will not permit at any time any of the proceeds of the Bond or other funds under its control be used, directly or indirectly, to acquire any asset or obligation, the acquisition of which would cause the Bond to be "arbitrage bonds" for purposes of Section 148 of the Code.

While the Bond is outstanding, in the event of a Determination of Taxability, the interest rate on the Bond, from and after the Inclusion Date, shall be adjusted to preserve the Owner's after-tax economic yield with respect to the interest on the Bond, taking into account any interest expense deductions lost by the Owner as a direct or indirect result of the Determination of Taxability. In addition, the Town shall pay to the Owner (i) an amount necessary to reimburse the Owner for any interest, penalties, or other charges assessed by the Internal Revenue Service and the North Carolina Department of Revenue by reason of the Owner's failure to include the interest relating to the Bond in its gross income for income tax purposes, and (ii) additional interest as a result of the increase in the interest rate on all previous interest payments made by the Town after the Inclusion Date. In the event of a Determination of Taxability, the Owner shall provide the Town and the Commission with a new debt service schedule for the Bond which reflects the adjustment of the interest rate on the Bond.

The Town agrees to give prompt written notice to the Owner of the receipt of any notice or information from any source whatsoever to the effect that an Event of Taxability or a Determination of Taxability shall have occurred while the Bond is outstanding.

Section 15. The Town agrees that it will furnish the Bank (i) current audited financial statements within 210 days of the end of the Town's fiscal year and (ii) a copy of the Town's annual budget within 30 days of adoption. The Town may satisfy this requirement by making the aforementioned financial statements available in electronic format, including making it available on its public governmental website in the required timeframe.

Section 16. Portions of this Resolution may be amended or supplemented, from time to time, without the consent of the Owner of the Bond if, in the opinion of nationally recognized bond counsel, such

amendment or supplement would not adversely affect the interests of the Owner of the Bond and would not cause the interest on the Bond to be included in the gross income of a recipient thereof for federal income tax purposes.

All other amendments or supplements to this Resolution require the consent of the Owner of the Bond, including any amendment or supplement that would reduce the principal amount of the Bond, reduce the interest rate payable on it, extend its maturity or the times for paying interest, change the monetary medium in which principal and interest is payable. Any act done pursuant to a modification or amendment consented to by the Owner of the Bond is binding on any Owner of the Bond and will not be deemed an infringement of any of the provisions of this Resolution, whatever the character of the act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Resolution, and after consent has been given, no Owner of the Bond has any right or interest to object to the action, to question its propriety or to enjoin or restrain the Town from taking any action pursuant to a modification or amendment.

If the Town proposes an amendment or supplemental resolution to this Resolution, the Town shall cause notice of the proposed amendment to be sent to each Owner by first-class mail, postage prepaid, to the address of such Owner as it appears on the registration books; but the failure to receive such notice by mailing by any Owner, or any defect in the mailing thereof, will not affect the validity of any proceedings pursuant hereto. Such notice shall briefly set forth the nature of the proposed amendment and shall state that copies thereof are on file at Town for inspection by any Owner.

Section 17. Nothing in this Resolution precludes (a) the payment of the Bond from the proceeds of refunding bonds or (b) the payment of the Bond from any legally available funds.

If the Town causes to be paid, or has made provisions to pay, on maturity or on redemption before maturity, to the Owner the principal of the Bond (including interest to become due thereon) and, premium, if any, on the Bond, through setting aside trust funds or setting apart in a reserve fund or special trust account created pursuant to this Resolution or otherwise, or through the irrevocable segregation for that purpose in some sinking fund or other fund or trust account with an escrow agent or otherwise, money sufficient therefor, including, but not limited to, interest earned or to be earned on Federal Securities, to the extent permitted by law, such Bond will be considered to have been discharged and satisfied, and the principal of the Bond (including premium, if any, and interest thereon) will no longer be deemed to be outstanding and unpaid; *provided, however*, that nothing in this Resolution requires the deposit of more than such Federal Securities as may be sufficient, taking into account both the principal amount of such Federal Securities and the interest to become due thereon, to implement any such defeasance.

If such a defeasance occurs and after the Town receives an opinion of a nationally recognized verification firm that the segregated money or Federal Securities together with interest earnings thereon are sufficient to effect a defeasance, the Town shall execute and deliver all such instruments as may be necessary to effect such a defeasance and desirable to evidence such release, discharge and satisfaction. Provisions shall be made by the Town, for the mailing of a notice to the Owner that such money is so available for such payment.

Section 18. If the date for making any payment, or the date for performance of any act or the exercising of any right, as provided in this Resolution, is not a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Resolution, and no interest will accrue for the period after such nominal date.

Section 19. If any one or more of the agreements or provisions herein contained is held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or for any reason whatsoever is held invalid, then such covenants, agreements or provisions are null and void and separable from the remaining agreements and provisions and will in no way affect the validity of any of the other agreements and provisions hereof or of the Bond authorized hereunder.

Section 20. All resolutions or parts thereof of the Town Council in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 21. This Bond Resolution is effective on its adoption.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk

STATE OF NORTH CAROLINA)
)
TOWN OF HARRISBURG) SS:

I, Janet Rackley, Town Clerk of the Town of Harrisburg, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution entitled “**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HARRISBURG, NORTH CAROLINA PROVIDING FOR THE ISSUANCE OF \$2,350,000 GENERAL OBLIGATION TRANSPORTATION BOND, SERIES 2025**” adopted by the Town Council of the Town of Harrisburg, North Carolina, at a meeting held on the 10th day of November, 2025.

WITNESS my hand and the corporate seal of the Town of Harrisburg, North Carolina, this the _____ day of _____, 2025.

[Seal]

Town Clerk
Town of Harrisburg, North Carolina

APPENDIX A
FORM OF BOND

No. R-1

\$2,350,000

UNITED STATES OF AMERICA
STATE OF NORTH CAROLINA
TOWN OF HARRISBURG

INTEREST
RATE
3.81%

MATURITY DATE
NOVEMBER 1, 2040

DATED DATE
DECEMBER 9, 2025

REGISTERED OWNER: PINNACLE BANK, A TENNESSEE BANK

PRINCIPAL SUM: TWO MILLION THREE HUNDRED AND FIFTY THOUSAND DOLLARS

GENERAL OBLIGATION TRANSPORTATION BOND, SERIES 2025

THE TOWN OF HARRISBURG, NORTH CAROLINA (the “Town”) acknowledges itself indebted and for value received hereby promises to pay to the Registered Owner named above, on the Maturity Date specified above, on surrender hereof, the Principal Sum shown above and to pay to the Registered Owner hereof interest thereon from the date of this Bond until it shall mature at the Interest Rate per annum specified above (computed on the basis of a 360-day year of twelve 30-day months), payable on November 1, 2026 and annually thereafter on November 1 of each year.

This Bond is payable in annual installments on each November 1 in the years and in the amounts as follows:

<u>DATE</u>	<u>PRINCIPAL AMOUNT</u>	<u>DATE</u>	<u>PRINCIPAL AMOUNT</u>
2026	\$157,000	2034	\$157,000
2027	157,000	2035	157,000
2028	157,000	2036	156,000
2029	157,000	2037	156,000
2030	157,000	2038	156,000
2031	157,000	2039	156,000
2032	157,000	2040*	156,000
2033	157,000		

* Maturity

This Bond is issued in accordance with the Registered Public Obligations Act, Chapter 159E of the General Statutes of North Carolina, and pursuant to The Local Government Finance Act and the bond order adopted by the Town Council on August 14, 2017 and approved by the vote of a majority of the voters who voted thereon at a referendum duly called and held on November 7, 2017, as extended by an order adopted by the Town Council on September 9, 2024, and the bond resolution adopted by the Town Council on November 10, 2025 (the “Bond Resolution”). This Bond is issued to provide funds to (1) pay the costs of

certain transportation projects as described in the Bond Resolution and (2) pay the costs of issuing this Bond.

This Bond is subject to optional redemption on or before November 1, 2026, at the option of the Town, from any funds that may be available for such purpose, either in whole or in part, on any date, at a redemption price of 105% of the outstanding principal amount to be redeemed plus accrued interest to the redemption date.

This Bond is subject to optional redemption from November 2, 2026 to November 1, 2027, at the option of the Town, from any funds that may be available for such purpose, either in whole or in part, on any date, at a redemption price of 104% of the outstanding principal amount to be redeemed plus accrued interest to the redemption date.

This Bond is subject to optional redemption from November 2, 2027 to November 1, 2028, at the option of the Town, from any funds that may be available for such purpose, either in whole or in part, on any date, at a redemption price of 103% of the outstanding principal amount to be redeemed plus accrued interest to the redemption date.

This Bond is subject to optional redemption from November 2, 2028 to November 1, 2029, at the option of the Town, from any funds that may be available for such purpose, either in whole or in part, on any date, at a redemption price of 102% of the outstanding principal amount to be redeemed plus accrued interest to the redemption date.

This Bond is subject to optional redemption from November 2, 2029 to November 1, 2030, at the option of the Town, from any funds that may be available for such purpose, either in whole or in part, on any date, at a redemption price of 101% of the outstanding principal amount to be redeemed plus accrued interest to the redemption date.

This Bond is subject to optional redemption on and after November 2, 2030, at the option of the Town, from any funds that may be available for such purpose, either in whole or in part, on any date, at a redemption price of 100% of the outstanding principal amount to be redeemed plus accrued interest to the redemption date.

If this Bond is redeemed in part, such redemption shall be deemed a redemption of the principal amount of this Bond then outstanding in inverse order of the scheduled payments.

The Town will give the Owner at least 30 days prior written notice of such redemption. The notice of redemption may state that it is conditional on sufficient money being available to pay the redemption price on the date fixed for redemption.

While this Bond is outstanding, in the event of a Determination of Taxability, the interest rate on this Bond, from and after the Inclusion Date, shall be adjusted to preserve the Owner's after-tax economic yield with respect to the interest on this Bond, taking into account any interest expense deductions lost by the Owner as a direct or indirect result of the Determination of Taxability. In addition, the Town shall pay to the Owner (i) an amount necessary to reimburse the Owner for any interest, penalties, or other charges assessed by the Internal Revenue Service and the North Carolina Department of Revenue by reason of the Owner's failure to include the interest on this Bond in its gross income for income tax purposes, and (ii) additional interest as a result of the increase in the interest rate on all previous interest payments made by the Town after the Inclusion Date. In the event of a Determination of Taxability, the Owner shall provide the Town and the Commission with a new debt service schedule for this Bond which reflects the adjustment of the interest rate on this Bond.

If the Town is in default of its obligations to pay the principal of and interest on this Bond when due, from the date of such default until the default has been remedied or waived by the Owner, all amounts payable on this Bond will bear interest at the Default Rate.

This Bond will be non-transferable, except to (a) an affiliate of the initial Registered Owner or (b) a bank, insurance company or similar financial institution or any other entity approved by the North Carolina Local Government Commission who executes an investor letter in a form and substance satisfactory to the registrar for the Bond.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of North Carolina to exist, be performed or happen precedent to or in the issuance of this Bond, exist, have been performed and have happened, and that the amount of this Bond, together with all other indebtedness of the Town, is within every debt and other limit prescribed by said Constitution or statutes. The faith and credit of the Town are hereby pledged to the punctual payment of the principal of and interest on this Bond in accordance with its terms.

This Bond shall not be valid or become obligatory for any purpose until the certification hereon shall have been signed by an authorized representative of the Local Government Commission.

IN WITNESS WHEREOF, the Town has caused this Bond to bear the original or facsimile of the signatures of the Mayor of the Town and the Town Clerk and an original or facsimile of the seal of the Town to be imprinted hereon and this Bond to be dated as of the Dated Date above.

(SEAL)

Town Clerk

Mayor

Date of Execution: December 9, 2025

The issue hereof has been approved under the provisions of The Local Government Bond Act.

Deputy Secretary of the Local Government Commission

Town of Harrisburg
General Obligation Transportation Bond, Series 2025

FORM OF ASSIGNMENT

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or typewrite Name and Address,
including Zip Code, and Federal Taxpayer Identification or
Social Security Number of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

Attorney to register the transfer of the within Bond on the books kept for registration thereof,
with full power of substitution in the premises.

Dated: _____

Signature guaranteed by:

NOTICE: Signature must be guaranteed by a Participant in the Securities Transfer Agent Medallion Program (“Stamp”) or similar program.

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration, enlargement or any change whatever.

TRANSFER FEE MAY BE REQUIRED

EXHIBIT B

FORM OF REQUISITION

2025 GO PROJECT FUND REQUISITION

[To Be Prepared on Town's Letterhead for Submission]

[Date]

Pinnacle Bank, a Tennessee bank, as Custodian
Attn: Dana Ritchie
3890 Main Street
Harrisburg, NC 28075

RE: Request for disbursement of funds from the 2025 GO Project Fund related to the Town of Harrisburg, North Carolina General Obligation Transportation Bond, Series 2025, (the "Bond"), dated as of December 9, 2025, issued by the Town of Harrisburg, North Carolina (the "Town") and purchased by Pinnacle Bank, a Tennessee bank

Ladies and Gentlemen:

The Town requests the disbursement of funds from the 2025 GO Project Fund established under the terms and provisions of the Bond for payment of the following costs of the Transportation Projects and/or costs of issuance of the above-referenced Bond:

[insert description and costs of the Transportation Projects and/or costs of issuance of the Bond]

This is requisition number ____ from the 2025 GO Project Fund.

Disbursements will be made to the [Town][Vendor] as follows:

Amount:

Applicable Vendor Invoices:

Description of costs of the Transportation Projects and/or costs of issuance of the Bond:

To receive funds via wire transfer please include:

Receiving Bank:

ABA Routing Number:

Beneficiary Name:

Beneficiary Physical Address:

Account Number:

The Town makes this requisition pursuant to the following representations:

1. The purpose of this disbursement is for partial payment on the costs of the Transportation Projects under the Bond and/or costs of issuance of the Bond.
2. The requested disbursement has not been subject to any previous requisition.
3. This requisition contains no items representing payment on account of any percentage entitled to be retained on the date of this requisition.
4. Each amount requested for payment in this requisition either (a) represents reimbursement to the Town for a cost related to either the costs of the Transportation Projects and/or related costs of issuance of the Bond which have been previously paid by the Town, or (b) as directed by the Town in this requisition, will be paid by the Custodian from the 2025 GO Project Fund directly to the third party vendors described in this requisition to provide for payment of either the costs of the Transportation Projects and/or related costs of issuance of the Bond.
5. Attached is evidence that demonstrates that the amounts shown in this requisition are properly payable at this time, such as bills, receipts, invoices, architects' payment certifications or other appropriate documents.

Each capitalized term used but not otherwise defined herein has the meaning given to such term in the Bond Resolution (as defined in the Bond).

TOWN OF HARRISBURG, NORTH CAROLINA

By: _____

Name: _____

Title: _____

APPROVED BY PINNACLE BANK, A TENNESSEE BANK:

By: _____

Name: _____

Title: _____



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of Professional Engineering Services contract for TIP Project # HN-0026 - Main Street and Roberta Road Roundabout

Presenting Personnel:

Devin Huston, Town Engineer

Suggested Motion or Action:

Motion to authorize the Town Manager to finalize negotiation and execution of the Professional Engineering Services Contract for HN-0036 - Main Street at Roberta Road Roundabout to RK&K in an amount not to exceed \$616,536.60 and the related Project Ordinance Amendment.

Description/Background:

An application for the CMAQ grant was made in September 2023 and an award letter was received in September 2024. Upon execution of the Municipal agreement with NCDOT, staff completed the Request for Letters of Interest (RFLI) process in March 2025. Following review and scoring by the selection committee, RK&K received the highest score and was selected as the consultant. The scope and fee proposal was reviewed and approved by NCDOT and the draft contract has been reviewed and approved for execution by both NCDOT and the consultant.

Recommendation:

Recommend authorizing the Town Manager to execute the Professional Engineering Services Contract for HN-0036 - Main Street Roundabout to RK&K in an amount not to exceed \$616,536.60.

Fiscal Impact:

The fiscal impact of this contract is \$616,536.60, of which 80% is reimbursable per the Congestion Mitigation & Air Quality (CMAQ) grant program. The Town's 20% portion totals approximately \$123,307. The total CMAQ award is \$2,706,125. If approved, the remaining available grant amount for R/W and Construction will be \$2,089,588.40 including the Town's 20% local match. Per the grant award agreement, the Town will be 100% responsible for any costs above the awarded amount. The current allocation of the project budget between professional services and construction is as follows:

-Professional Services/Engineering: \$383,000

-Construction: \$2,922,800

The attached Project ordinance amendment shifts \$234,000 from construction to professional services to facilitate this contract.

Attachments:

1. HN-0036 - PE SELECTION MEMO
2. HN-0036 - Main St. RAB - Contract Packet
3. FFY 2025 CMAQ & CRP Award Letter - CRMPO_MRE
4. Project Amendment - CPF-TR - Roberta Rd. Roundabout 11102025



HN-0036 Roberta Road @ Main Street Roundabout

Selection Memo

6/02/2025

Attention: Justin Jorgensen
Transportation Program Consultant
Transportation Program Management Unit – Local Programs
North Carolina Department of Transportation

Dear Mr. Jorgensen,

The Town has evaluated the Letters of Interest from nine engineering firms for the HN-0036 Roberta Road @ Main Street Roundabout. After reviewing the responses and evaluating them using the Town's consultant evaluation spreadsheet, the Town has determined that Rummel, Klepper, & Kahl has demonstrated the highest level of capability to execute the project. Their project team, project knowledge, local knowledge, and project approach make them an acceptable firm to start negotiations for engineering.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Devin Huston", followed by a horizontal line.

Devin Huston, P.E.
Town Engineer
Town of Harrisburg, North Carolina




HN-0036 ROBERTA RD @ MAIN ST. ROUNDABOUT

	AMT	KIMLEY-HORN	KCI	RK&K	LJB	AMERICAN ENG	FNI	VOLKERT	VIAS
Scorer	Weighted Score	Weighted Score	Weighted Score	Weighted Score				Weighted Score	Weighted Score
BA		8.05	7.15		8.15	7.1			7.5
JY	7.45			8.05	7.35		7.6	7.2	7.15
DH	7.45	7.95	7	8.25		6.8	7.1	7	
Average Score	7.45	8.00	7.08	8.15	7.75	6.95	7.35	7.10	7.33

Lowest score from each scorer removed.

Each Scorer used an individual score sheet to assign scores based on their best judgment. An example is attached.

I certify that the responses to the RFLOI have been reviewed individually by each scorer, the individual scores represent the scorer's best judgment, and that the total scores in this table are a result of averaging the two highest individual scores for each firm to obtain the final score.

Signature: 
 Devin Huston P.E., Town Engineer
 Town of Harrisburg

Date: 6/02/2025



EVALUATION OF SOQS SUBMITTED IN RESPONSE TO:

HN-0036 - ROBERTA ROAD @ MAIN ST. ROUNDABOUT RFLOI - MARCH 24, 2025

Evaluation Criteria to be Rated by Scorers																																
Category	Scoring Criteria	Scale	Weight	AMT			Kimley-Horn			KCI			RK&K			LJB			AMERICAN ENG.			Freese & Nichols			Volkert			VIAS				
				Raw Score	Weighted Score	Notes	Raw Score	Weighted Score	Notes	Raw Score	Weighted Score	Notes	Raw Score	Weighted Score	Notes	Raw Score	Weighted Score	Notes	Raw Score	Weighted Score	Notes	Raw Score	Weighted Score	Notes	Raw Score	Weighted Score	Notes					
Past Performance	Performance evaluation score averages from historical performance data.	0-10	25.00%		0			0			0			0			0			0			0			0						
	Quality score for similar work performed.	2																														
	Schedule score for projects delivered on schedule.	2																														
	Responsiveness score from local knowledge.	6																														
Capacity of Team to do Work	Evaluation of the team's personnel and equipment to perform the project on time.	0-10	20.00%		0			0			0			0			0			0			0			0						
	Availability of more than adequate capacity that results in added value.	3																														
	Adequate capacity to meet the schedule.	7																														
	Below level of capacity	-3																														
Team's Demonstrated Qualifications	Technical Expertise: Unique Resources that yield a relevant added value or efficiency to the deliverable.	0-10	20.00%		0			0			0			0			0			0			0			0						
	Demonstrated outstanding expertise and resources identified for required services for value added benefit.	2																														
	Demonstrated high level of expertise and resources identified for required services for value added benefit.	3																														
	Expertise and resources at appropriate level.	5																														
	Under qualified based on needed expertise and resources	-3																														
Project Manager	Predicted ability to manage the project, based on: experience in size, complexity, type, subs, documentation skills.	0-10	20.00%		0			0			0			0			0			0			0			0						
	Demonstrated outstanding experience in similar type and complexity.	1																														
	Demonstrated high level of experience in similar type and complexity.	2																														
	Experience in similar type and complexity shown in resume.	5																														
	Experience in different type or lower complexity.	2																														
Approach to Project	Project Understanding and Innovation that provides cost and/or time savings.	0-10	15.00%		0			0			0			0			0			0			0			0						
	High level of understanding and viable innovative ideas proposed.	3																														
	High level of understanding of the project.	5																														
	Basic understanding of the project.	2																														
	Lack of project understanding.	-5																														
Total Weighted Score:					0			0			0			0			0			0			0			0						

It is the responsibility of scorers to make every effort to identify the firm most capable of producing the highest deliverables in a timely and cost effective manner without regard to personal preference.

I have thoroughly reviewed the SOQs and certify that the above scores represent my best judgment of each firm's abilities.

Signature: _____ Print Name: _____

Title: _____ Date: _____



**TOWN OF HARRISBURG, NORTH CAROLINA
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

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

PROFESSIONAL SERVICES

WHEREAS, the Town desires to engage the Consultant to provide Professional Engineering, and other technical Professional Services related to engineering, design, and other services, as set forth in Exhibit “A,” for TIP project HN-0036 – Main Street Roundabout, the “Project”, and

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

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

SECTION I: BACKGROUND AND PURPOSE

The purpose of this agreement is to secure professional services necessary to complete the design and other services as outlined in Exhibit “A” related to TIP project HN-0036. Partial funding for this project is matching federal grant program funds subject to certain terms. An agreement between NCDOT and the Town which outlines these terms has been executed and is attached here as Exhibit “E.” Exhibit “E” is hereto attached and incorporated herein by reference as if the same were fully recited, the applicable requirements and provisions related to the services to be provided by this Agreement shall become terms of this Agreement upon execution by both parties.

SECTION II: SERVICES and SCOPE to be PERFORMED

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

SECTION III: AGREEMENT DURATION

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

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

SECTION IV: COMPLETE WORK without EXTRA COST

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



SECTION V: COMPENSATION

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

SECTION VI: CONSULTANT’S BILLINGS TO TOWN

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

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

SECTION VII: INSURANCE

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

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

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

For Non-Hazardous Activities:

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

For Hazardous Activities:

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

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

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



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

SECTION VIII: PERFORMANCE OF WORK BY TOWN

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

SECTION IX: DOCUMENTS

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

SECTION X: ATTACHMENTS

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

- Exhibit “A”: Scope of Services and Fee Proposal
- Exhibit “B”: E-Verify Affidavit
- Exhibit “C”: Tax Form(s)
- Exhibit “D”: Certificate of Insurance
- Exhibit “E”: Municipal Agreement
- Exhibit “F”: MBE Documents
- Exhibit “G”: Notice to Proceed

SECTION XI: NOTICE

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

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

To the Consultant:
Rummel, Klepper & Kahl LLP
Attn: Roman Prokopovych
124 Floyd Smith Office Park Drive, STE. 240
Charlotte, NC 28262



Change of Address, Date Notice Deemed Given:

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

SECTION XII: INDEMNIFICATION

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

SECTION XIII: ADDITIONAL PROVISIONS

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

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

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

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

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

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

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

(h) EEO Provisions. During the performance of this Contract the Consultant agrees as follows:
(1) The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Consultant shall take



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

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

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

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

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

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

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

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

(p) Non-appropriation clause. Consultant acknowledges that the Town of Harrisburg is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of the Town of Harrisburg’s obligations under this contract, then this contract shall automatically expire without penalty to the Town of Harrisburg thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the Town of Harrisburg shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Town of Harrisburg’s statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the Town of Harrisburg’s authority to



continue its obligations under this contract, then this contract shall automatically terminate without penalty to the Town of Harrisburg upon written notice to Contractor of such limitation or change in the Town of Harrisburg's legal authority.

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

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

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

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

SECTION XIV: TERMINATION

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

[SIGNATURE PAGE(S) FOLLOW]



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

TOWN OF HARRISBURG:

(Typed of Printed Legal Name of Consultant)

By: _____
Town Manager

By: _____
Signature of Authorized Officer

Date: _____

Printed Name: _____

Title: _____

ATTEST BY:

Date: _____

Town Clerk

ATTEST:

BY: _____
Signature of Authorized Officer

APPROVED AS TO FORM:

Printed Name: _____

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”

This document is an Exhibit to the Agreement for Professional Engineering Services between the TOWN OF HARRISBURG and Rummel, Klepper & Kahl, LLP, (RK&K) dated the _____ day of _____, 20____.

Scope of Services:

The scope of services is as described in the attached Scope of Work and Fee Proposal by RK&K dated August 5, 2025, which is hereby incorporated as part of this exhibit.

Fee for Scope of Services:

The fee for services shall not exceed **\$616,536.60** and shall be based on a time and material format, whereby fees would be invoiced **by the amount of actual time/material expended**. Fees shall be based on the rate schedule provided in the attached Scope of Work and Fee Proposal. Invoices shall be directed to: Town of Harrisburg Attention: Devin Huston, 4100 Main Street, STE 101, Harrisburg, NC 28026-0308. Should changes or extra services be needed, which will cause a cost overrun; RK&K shall consult with the Town for adjustments prior to conducting the work.

Main Street and Roberta Road Roundabout STIP No. HN-0036

Town of Harrisburg, Cabarrus County

Scope of Work Task 01

August 5, 2025

Description of the Project

The Town of Harrisburg (TOH) is moving forward with a project at Main Street and Roberta Road. This project (HN-0036) will install a new roundabout.

This scope includes the following general tasks as detailed in the “Description of Services” with the corresponding task in the standard NCDOT fee spreadsheet in parentheses:

- Project Management & Administration (PM-Project Mgmt)
- Roadway Design (RD-Roadway)
 - Including Bid Document Preparation
- Traffic Analysis (TM-Congestion Management)
- Drainage Design (HY-Hydraulics)
- Erosion Control Design (RE-Erosion Control)
- NEPA Activities (EP-Env Policy)
 - Community Impact Study (EN-Community Studies)
 - Public Involvement (EN-Public Involvement)
 - GeoEnvironmental (EP-Env Policy)
- Work Zone Traffic Control (TM-Work Zone Traffic Control (WZTC))
- Pavement Marking Plans (PD-Final Pavement Marking & Markers)
- Signing Plans (SD-Signing)
- Utility Coordination (UT-Utilities Coordination)
- Natural Resources (PDEA-NES)
- Geotechnical (GT-Geotechnical)
- Limited Technical Assistance During Construction (PM-Other)
- Location Surveys (Location Surveys—SUB1)
- Subsurface Utility Exploration (LS-SUE—SUB1)

The following list of scope items are **not** anticipated for this Task Order and are **excluded** from this scope of work. Tasks anticipated for future work orders are marked in this list:

- External Scoping Meeting with Agency Representatives
- Environmental Permitting (401/404)
- Structural Design
- Utility Design and Permitting
- Landscape Design
- Noise Abatement Design

- Lighting Design
- Air Quality Analysis
- Traffic Noise Analysis
- Indirect and Cumulative Effects Screening
- Land Use Scenario Assessment
- 4(f) Department of Transportation Act evaluations
- Section 6(f) Land and Water Conservation Fund Conversion Coordination/Documentation
- Archaeological and/or Historic Architectural Surveys, Eligibility Documentation, Mitigation, Agreements, and/or Related Tasks Associated with Section 106 National Historic Preservation Act requirements in response from the State Historic Preservation Office

ROW Acquisition efforts will be performed under a separate contract on a per parcel basis.

Description of Services

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

1.	Project Administration and Coordination (PM-Project Mgmt)	4
2.	Roadway Design (RD-Roadway Design)	5
2.1.	Roadway Design Criteria & Typical Section (2RD2 in Fee Sheet)	5
2.2.	Preliminary Roadway Plans (30%) (2RD2 in Fee Sheet)	5
2.3.	Right of Way Plans (60%) (2RD2 in Fee Sheet)	6
2.4.	Final Roadway Plans (3RD1 in Fee Sheet)	7
2.5.	Bid Package & Sealed Roadway Plans (4RD1 in Fee Sheet)	8
3.	Traffic Analysis (TM-Congestion Management)	8
4.	Drainage Design (HY-Hydraulics)	8
4.1.	Videotaping of Existing Pipes	9
4.2.	Drainage Surveys	9
4.3.	100% Hydraulics Design	9
5.	Erosion Control Design (RE-Erosion Control)	9
5.1.	75% Clearing & Grubbing and Final Grade EC Plans	10
5.2.	100% Clearing & Grubbing and Final Grade EC Plans	10
5.3.	RFC Clearing & Grubbing and Final Grade EC Plans	10
6.	NEPA Activities (EP-Environmental Policy)	11
6.1.	Project Scoping	11
6.2.	Data Collection	12
6.3.	Community Impact Study (EN-Community Studies)	13
6.4.	Environmental Document	13
6.5.	Public Involvement (EN-Public Involvement)	15
6.6.	Geoenvironmental	16
7.	Natural Resources (EN-Natural Env)	16
8.	Work Zone Traffic Control (TM-Work Zone Traffic Control (WZTC))	17
8.1.	Traffic Management Concept	18
8.2.	Traffic Management Final Unsealed Submittal	18
8.3.	Traffic Management Final Sealed Plans	18
9.	Pavement Marking Plans (PD-Pavement Markings)	18
9.1.	Preliminary Pavement Marking Plans (60%)	18
9.2.	Final Pavement Marking Plans (90%)	18
9.3.	RFC Pavement Marking Plans	18
10.	Signing Plans (SD-Signing)	19
10.1.	Preliminary Signing Plans (60%)	19
10.2.	Final Signing Plans (90%)	19
10.3.	100% RFC Signing Plans	19
11.	Utility Coordination (UT-Utility Coordination)	19
11.1.	Kickoff Meeting and Coordination	19
12.	Geotechnical (GT-Geotechnical Services)	20
13.	Limited Technical Assistance During Construction (PM-Other)	21
14.	Location Surveys (Location Surveys—SUB1)	21
15.	Subsurface Utility Exploration (LS-SUE—SUB1)	21

1. Project Administration and Coordination (PM-Project Mgmt)

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

RK&K will hold bi-weekly meetings with the project team internally to update progress for all disciplines and to coordinate any questions between disciplines and subconsultants.

Meetings

RK&K shall make available, at reasonable times, discipline appropriate staff members for the following anticipated meetings:

We anticipate meeting with Town staff to review the content and progress of the project. It is anticipated that two (2) in person meetings at the Town of Harrisburg will be required and four (4) virtual meetings have been included as well. An additional two (2) virtual meetings have been included for coordination meetings with the Town and NCDOT.

RK&K will be responsible for meeting agendas (if needed) and summaries.

Coordination will also be maintained by RK&K with appropriate state and local agencies, stakeholders, or officials having an interest in the project. The Town and Division 10 will be advised of all contacts with other agencies.

Schedule

RK&K will develop a draft project schedule including all major milestones to Project Letting for the Town's review and approval. Upon receiving all applicable comments on the draft schedule, RK&K will incorporate said comments and finalize the schedule for project implementation. This task includes regular updates to the schedule and any changes or updates required during the project's progression will be coordinated with the Town and NCDOT.

Deliverables

Progress reports
Schedule
Meeting Agendas and Notes

2. Roadway Design (RD-Roadway Design)

All design shall be based on 2018 AASHTO and NCDOT design criteria and standards and NCDOT 2024 standard drawings. All plans shall be developed using OpenRoads Designer software.

All submittals will be sent to the Town via email or a shared project site and will include an electronic version posted to the NCDOT Project SharePoint Site. RK&K shall prepare roadway plans on plan and profile sheets at a scale of 1" = 50' horizontal and 1" = 10' vertical. RK&K shall prepare all cross sections at a scale of 1" = 10' and a 50' spacing.

Coordination with Duke Lighting is included in this task. It is assumed Duke will perform lighting design and photometrics.

It is assumed that all milestone submissions will be reviewed by the Town and NCDOT concurrently.

The Roadway Design Task will include the following items:

2.1. *Roadway Design Criteria & Typical Section (2RD2 in Fee Sheet)*

RK&K shall prepare design assumptions and typical sections. RK&K will perform the following for this task:

- Prepare design assumptions and Typical Sections and submit for review
- Revise and submit final design assumptions/typical sections

Deliverables

One (1) electronic copy of the design assumptions/Typical Sections

One (1) electronic copy of the revised design assumptions/Typical Sections

2.2. *Preliminary Roadway Plans (30%) (2RD2 in Fee Sheet)*

This preliminary design submittal (30%) shall include title sheet, typical sections, horizontal and vertical alignments for -L-, intersection layout and sight distance studies, and cross-sections. This submittal will be an electronic submittal in PDF format.

RK&K will perform the following for this task:

- Prepare Title Sheet
- Finalize Typical Sections
- Prepare Preliminary Horizontal Layout for -L-
- Prepare Existing and Proposed Profile for -L-
- Preliminary Roundabout Design
- Corridor Modeling
- Prepare Preliminary Earthwork & Summary
- Prepare Plan Sheets
- Prepare Profile Sheets
- Intersection Layout
- Intersection Sight Distance Studies and AutoTurn
- Initial R/W & Easements on Plans
- Prepare Preliminary Submittal Package
- Prepare Project Related Correspondence
- Coordinate with Town, Subconsultants & DOT
- Develop and maintain a GIS website for the project to include proposed design features, ROW and any other readily available design data that the Town chooses to include.
- Develop Hearing Map and Miscellaneous plans for NEPA approvals

It is assumed that any comments on the 30% design set will be revised and incorporated with the following (60%) submission. 30% plans will not be resubmitted.

Deliverables

One (1) electronic copy of the plans, profiles, and cross-sections

One (1) electronic copy of design calculations

One (1) electronic copy of preliminary quantities and cost estimate

2.3. Right of Way Plans (60%) (2RD2 in Fee Sheet)

After the approval of the revised preliminary plans, hydraulic plans, erosion control plans, and utility coordination to determine PUE needs - roadway plans shall be developed to a stage where they are approximately 60% complete. All existing roadways, structures, utilities, and other items affected by the project shall be shown in addition to the proposed construction. The plans shall include horizontal geometrics, pavements, drainage layout and calculations, right-of-way, easements, property lines, typical sections, retaining wall envelopes, and special details.

No Field Inspection Meetings with NCDOT are anticipated or included in this task.

This submittal shall constitute the R/W Plans submittal and these plans shall be used to begin the acquisition of the R/W and easements needed to construct the project.

RK&K will perform the following for this task:

- Incorporate Final Pavement Design & Revise Typical Sections
- Incorporate Geotechnical Recommendations
- Roundabout Details
- Plot Hydro on Plans, Profiles, and X-sections
- Design and Draft Special Details
- Refine Right of Way and Easements on Plans
- Provide Quantities
- Prepare 60% Plan Package and submit for review
- Prepare Erosion and Sediment Control plans
- Revise and resubmit plans
- Prepare Project Related Correspondence
- Coordinate with Town, Subconsultants & DOT
- Update Preliminary Quantities for R/W Estimate

Deliverables

One (1) electronic copy of the 60% Plans

One (1) electronic copy of the Revised 60% Plans

One (1) electronic copy of the Quantities and cost estimate

2.4. Final Roadway Plans (3RD1 in Fee Sheet)

RK&K will coordinate ROW plat preparation during this stage and fully develop final a final plan set. This final set will be submitted along with a final construction estimate and bidding documents as detailed under Task 2.5. RK&K will coordinate with NCDOT Contract Standards and Development to obtain any special provisions needed for those documents. RK&K will prepare and submit an application for the required NCDOT Encroachment Permit.

RK&K will perform the following for this task:

- Prepare and submit Final Plans for review
- Prepare Final Package for Submittal (Itemized as follows):
 - Prepare Final Quantity Computations & SAPW File
 - Prepare Earthwork Summary and Balance Card
 - Prepare Guardrail Summary
 - Prepare Pavement Removal Summary
 - Prepare Drainage Summary
 - Prepare Parcel Index Sheet
 - Prepare Bidding Documents per Task 2.5
- Attend Review Meeting
- Revise Plans and Bidding Documents after Review

- Prepare Project Related Correspondence
- NCDOT Encroachment Permit Application

Deliverables

One (1) electronic copy of the Final Plans

One (1) electronic copy of the revised Final Plans

One (1) electronic copy of the NCDOT Encroachment Permit Application

2.5. Bid Package & Sealed Roadway Plans (4RD1 in Fee Sheet)

RK&K shall revise all plans per Final Plans phase comments received. RK&K will then submit signed and sealed plans for inclusion in the Town's bid package for the project. We will develop any project specific special provisions and provide these to the Town for bid package development. RK&K will also update the construction quantities and Engineer's opinion of Construction Cost.

This task will also 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 in responding to contractor questions and developing up to three (3) addenda.

It is assumed that the Town will handle dissemination of the contract documents to prospective bidders through a bidding service and that RK&K will not be responsible for printing or mailing any contract documents.

3. Traffic Analysis (TM-Congestion Management)

Traffic Analysis as scoped using standard NCDOT templates for this work as presented in the Appendices.

4. Drainage Design (HY-Hydraulics)

RK&K Hydraulic Design staff will coordinate with RK&K Roadway Design staff during the Preliminary Design to help ensure decisions made in this phase do not negatively impact the development of the hydraulic design. Items of interest and input from the Hydraulic Design staff would be the need for storm drainage due to ditch depths, placement of cross pipes, potential hydroplaning scenarios, etc.

During the 30% Design Phase RK&K will prepare a preliminary drainage design.

Upon approval of 30% Roadway Design, RK&K shall perform hydraulic field reconnaissance, final drainage studies, and designs in accordance with the requirements of the Division and the latest revision of "Guidelines for Drainage Study and Hydraulic Design" by NCDOT. The

project will utilize standards from the NCDOT Standards for Roads and Structures – 2024 edition. An outfall analysis will be performed for each outfall for documentation of pre vs post discharges. Using Best Management Practices, a Stormwater Management Plan will be developed. RK&K will fill out the NCDOT Stormwater Management Plan spreadsheet. It is assumed that there will be no need for Stormwater Control Measures (SCMs) for either stormwater detention or water quality requirements. If the need for SCMs for stormwater detention or water quality are identified during the project they can be scope at a later time.

4.1. Videotaping of Existing Pipes

Existing storm drainage pipes will not be videotaped and inspected for condition.

4.2. Drainage Surveys

RK&K staff will visit the site to field verify stream dimensions and topography as needed to perform hydraulic modeling for crossings. RK&K will conduct field reconnaissance of existing and proposed drainage features within the project area to understand existing drainage patterns for the pipe and ditch systems.

4.3. 100% Hydraulics Design

This task includes:

- Utilize the approved 30% design plans to begin drainage design. Engineer will develop hydraulic designs for roadside ditches, storm drainage systems, inlet locations, outfall analyses, and final cross pipe designs.
- Draft the proposed drainage features (storm drain systems, inlets, ditches, cross pipes, etc.) and associated labeling in a drainage DGN file utilizing Open Roads Designer software.
- Complete temporary drainage design necessary for construction
- Complete the hydraulic summary table
- Complete Pre-versus Post Outfall analysis
- Complete the NCDOT Stormwater Management Plan spreadsheet
- Attend up to one coordination meeting with NCDOT
- As the plans progress to the Final stage, minor drainage designs revisions will be addressed. A hydraulic summary sheet and a tabulation of drainage related quantities will be developed. Drainage features will be indicated on the Plan/Profile Sheets for the purposes of identifying right of way and easement requirements. Drainage comments received from review of the 60% Plans will be addressed in writing and incorporated into the Final Plans.
- It is assumed that there are no streams or wetlands that will be impacted due to the project. Stream and wetland impact drawings are not included in the project scope.

5. Erosion Control Design (RE-Erosion Control)

RK&K Erosion and Sedimentation Control design staff will coordinate with RK&K Roadway Design staff during the Preliminary Design to help ensure decisions made in this phase do not

negatively impact the development of the erosion and sedimentation control plans during the Final Design. RK&K will prepare Erosion Control design to ensure proper right of way and easements are shown on the right of way plans.

After approval of the hydraulic design, RK&K will evaluate the project and provide an erosion and sedimentation control design. This will incorporate at a minimum two phases: a clearing and grubbing phase and a final phase. Plans will be submitted to the NCDEQ DEMLR Regional office for review and approval. The NCDOT Roadside Environmental Unit may also provide a cursory review concurrently with the NCDEQ review. Erosion control plan review fees will be paid by RK&K and reimbursed by the Town.

5.1. 75% Clearing & Grubbing and Final Grade EC Plans

The task includes

- Project Investigation and Watershed Analysis: Collect information on project including permit documents and other documents that may influence design. Investigate watershed classification and streams, lakes, and other important waterbodies.
- Project Site Visit: Visit site to evaluate erosion control design needs for project.
- EC Coordination for ROW: Determine ROW and TCE needs for erosion control measures and coordinate with Roadway design as necessary.

5.2. 100% Clearing & Grubbing and Final Grade EC Plans

The task includes

- Design Clearing and Grubbing Erosion Control Plans: Delineate the sub watersheds that drain onto the project. Calculate Peak Flow Rate for the storm event. Minimize off-site water from draining onto project as much as possible. Size Clearing and Grubbing basins according to the surface area rule. Utilize skimmers and baffles in all basins that discharge into streams or other jurisdictional area. Including all CADD work as well as plotting plan sheets for meetings.
- Design Pipe/Culvert Construction Phasing: Utilize recommended Hydraulic Unit's culvert or pipe phasing and design the appropriate erosion control measures to ensure compliance with regulations.
- Design Intermediate/Final Phase Erosion Control Plans: The final design should incorporate the Clearing and Grubbing Sediment Basins as well as possible. Including all CADD work as well as plotting plan sheets for meetings.
- Calculate Matting Requirements for Ditches and Slopes: Analyze and determine the matting needed for ditch lines and slopes throughout the project upon reaching final grade. All ditch lines with erosive flowrates shall be matted and slopes that are difficult to stabilize.

5.3. RFC Clearing & Grubbing and Final Grade EC Plans

The task includes:

- Title Sheet, Details, Notes, & Specifications

- Plan Preparation: Create Erosion Control Title Sheet, Details, Notes, Erosion Control Plan Sheets and Specifications
- Submittal of Erosion Control Plans and Calculations: Submit both phases of the preliminary erosion and sedimentation control plans along with calculations and culvert phasing.
- Revisions due to comments: Make corrections to the preliminary erosion and sedimentation control plans as directed by NCDEQ. Resubmit for approval.
- Plan Review & Rework
- Prepare & Submit Final Plans & Quantities: Determine quantities of materials needed and soil and sediment excavation required

6. NEPA Activities (EP-Environmental Policy)

RK&K will provide the project development, environmental, and engineering services associated with the NEPA environmental documentation for the proposed Roberta Road roundabout with Main Street. For purposes of defining this scope of work, the study area corridor along Roberta Road begins just south of its intersection with Physicians Boulevard and ends at its intersection with Carl Parmer Drive (approximately 2,100 feet long and 200 feet wide, expanding to approximately 330 feet wide to provide room to study the roundabout) and includes approximately 200 feet along Main Street from its intersection with Roberta Road with a width of 90 feet.

6.1. Project Scoping

Project Study Area

Details noted above will be verified as the project progresses and through coordination with the Town. A study area boundary will be developed for the project site, which will take into consideration the anticipated right-of-way and easement acquisition, and other potential impacts of the project. *Additional work (e.g., coordination, reviews, and/or fieldwork) may be required as a supplement to this scope of work if the final study area addressed in the NEPA documentation extends beyond the stud area corridor identified for the current scope of work.*

Start of Study / Scoping Letter

RK&K will draft the start of study/scoping letter for the project. This letter will provide an introduction to the project and solicit comments. After addressing comments from the Town of Harrisburg, RK&K will distribute the letters on behalf of the Town via e-mail or hard copy to agency representatives. This letter officially initiates the coordination process for the environmental document and solicits input from federal, state (including state clearinghouse), and other government agencies.

RK&K will develop an agency contact list and will compile a mailing list for use in distributing the start of study letters. For scoping purposes, it is estimated that there may be approximately 20 representatives included on the mailing list.

RK&K will also draft the tribal coordination letter (Catawba Indian Nation) following NCDOT tribal coordination protocol. RK&K will coordinate with NCDOT to review, sign, and distribute the letter in accordance with NCDOT procedures.

RK&K will compile and summarize scoping comments for use in developing the environmental documentation. A scoping meeting is not included in this task order.

6.2. Data Collection

Project Data Sheets

RK&K will coordinate with the Town as needed to compile readily available information about the study area and project history. RK&K will complete the Project Data Sheets to be attached to the scoping letter. The Project Data Sheets will include 8.5" x 11" or 11" x 17" figures (vicinity map, environmental features map, and USGS Quad map).

Site Visit

Three (3) RK&K staff will visit the project study area to begin project familiarization, observe existing conditions, and take representative photographs of features within the area.

Environmental Features Map (compilation of GIS data)

RK&K will create a GIS project database for the study area compiling data from multiple sources including NCDOT's Project ATLAS, local data from Town and/or County GIS data holdings, and any other natural or community features identified during virtual site reconnaissance. RK&K will conduct a windshield survey of the corridor to observe identified GIS resources and features, and to identify and note additional resources not provided by referenced data sources. The GIS research will be documented in an Environmental Features Map, which will be referenced during development of the design plans and preparation of the environmental document. One iteration of the Environmental Features Map is anticipated to address review comments from the Town with draft and final deliverables provided electronically.

HPO Coordination

The project is subject to compliance with Section 106 of the National Historic Preservation Act of 1966, as amended. To initiate the Section 106 process, RK&K will prepare an Environmental Review Project Submittal including a detailed project description, maps, and site photographs, in conformance with the State Historic Preservation Office (HPO) project review checklist. After addressing comments from the Town, RK&K will submit the Environmental Review Project Submittal electronically to the HPO via environmental review email address. The Section 106 NHPA review/effects forms from the HPO will be provided as an attachment to the environmental documentation (anticipated to be a Categorical Exclusion).

It is anticipated that historic architecture surveys, archaeological surveys, other Section 106 NHPA Coordination, development of mitigation / a memorandum of agreement, or a Section 4(f) DOT Act evaluation will **not** be needed. If required based on HPO review, an Eligibility Evaluation Report and/or additional coordination will be included in a future task order.

6.3. Community Impact Study (EN-Community Studies)

Direct and Indirect Screening Tool (DIST)

RK&K will prepare a Direct and Indirect Screening Tool (DIST) report in accordance with the NCDOT DIST template dated September 2019.

Project Initiation and Set up – RK&K will obtain the current DIST Template, Demographic Tool, and other pertinent forms and tools from the NCDOT Connect website or from the NCDOT Public Involvement Community Studies (PICS) staff before starting the data-gathering process.

DIST Data Gathering – Using the current NCDOT Demographic Tool at the start of the report process, RK&K will note the presence of minority, low-income, and LEP populations in the Census block group(s) containing the project footprint. RK&K will use aerial photography, Street View, and if available, Google Earth, to examine the project area for surrounding land uses, evidence of EJ populations, and other community characteristics as shown in the DIST template. RK&K will notify the Town if the project examination suggests that expanded community coordination may be appropriate.

Field Visit to Inspect Project Area – RK&K will determine whether a field visit is necessary to confirm the findings of the project area examination (see above) or to obtain additional information about community characteristics as shown in the DIST template. Field visits are not necessary for most DIST reports. Prior to the field visit, if required, RK&K will prepare and send an e-mail to the NCDOT Division staff. RK&K will take photos of the project area and any notable community characteristics. RK&K will notify the Town if the field visit or additional research suggests that expanded community coordination may be appropriate.

Local Officials' Input – If roadway closures and/or offsite detours are anticipated, RK&K will contact local EMS and school transportation officials using the local input forms provided by NCDOT-PICS and available on the Connect website as guidance. RK&K will contact the Town to discuss whether expanded community coordination is necessary if the interviews or other research reveals notable concerns.

DIST Project Documentation – RK&K will document community characteristics, assess impacts, and develop recommendations according to the current DIST Template. The draft DIST will be submitted to the Town for review. RK&K will revise the reviewed draft report according to the Town's comments and submit for NCDOT review. When NCDOT accepts the report as final, RK&K will provide a digital copy of the complete final report in both Word and Adobe Portable Document Format.

An Indirect and Cumulative Effects (ICE) Screening and a Land Use Scenario Assessment (LUSA) are not included in this scope of work; however, they could be included in a future supplement if determined necessary.

6.4. Environmental Document

This project is anticipated to process as a Categorical Exclusion (CE). If background research, field investigations, and coordination with the appropriate local, state and federal agencies

reveal that impacts require documentation beyond a CE or additional technical studies, they will be scoped in a future task order.

RK&K will prepare a Categorical Exclusion and supporting documentation. The CE will consider one build alternative.

Project Description

RK&K will prepare a general project description including the project scope and location. The description will refer to a vicinity map. The Roberta Road roundabout project description will match the approved project description in the STIP.

Description of Need and Purpose

RK&K will develop a summary of project needs and a statement of the project purpose. As applicable, supporting information will:

- Describe system linkage, including existing facilities and modal interrelationships, noting the nearest airport and describing rail activity, bicycle routes, sidewalks, pedestrian movements, and public transportation services in the study area.
- Summarize applicable plans associated with the study area, discussing the relationship to the proposed project.
- Describe other projects in the study area that are listed on the 2026-2035 STIP.
- Summarize available traffic information.

Special Project Information

RK&K will document factors that drive project decisions and commitments. This summary may include costs, alternatives analysis, traffic, resource agency input, and public involvement efforts and input, as appropriate.

Project Impact Criteria Checklists and Additional Documentation

RK&K will analyze impacts and complete the CE checklist by responding to the 30 checklist questions. Discussion for all “Yes” responses in Section F will be provided in Section G. Supporting documentation will be developed and attached to the CE and/or provided for the project file, as appropriate. This documentation may include a summary of all coordination activities, as well as avoidance and minimization efforts.

Project Commitments

RK&K will summarize special project commitments, identifying potential agency responsible for each commitment. RK&K will prepare the Green Sheet (Section H) for the CE document. If there are no commitments, the Green Sheet will be included stating “no project commitments.”

CE Attachments

RK&K will prepare and provide the appropriate figures, reference lists, and attachments for the CE. In addition to potential attachments previously mentioned (vicinity/location map, photos, Section 106 review, etc.), other attachments may include an environmental features map showing the design footprint/right of way.

CE Document Deliverables

One electronic (e-mail) copy of the draft CE will be submitted to the Town of Harrisburg for review, followed by additional reviews by NCDOT Division 10. (No hard copies of the draft CE are anticipated for this task order.)

RK&K will provide a revised draft CE for submittal to FHWA. RK&K will submit a response to FHWA's comments, noting how the comments were addressed. RK&K will coordinate with NCDOT Division 10 and FHWA for approval and signature requests.

RK&K will submit the signed final CE (pdf file) to the Town of Harrisburg and NCDOT Division 10. No hard copies or distributions by RK&K are included in this scope.

6.5. Public Involvement (EN-Public Involvement)

Mailing List

RK&K will coordinate with the Town to determine an appropriate geographical area to be included in the public meeting notification mailing list. RK&K will assemble/format a physical public mailing list based on GIS data for addresses of property owners/residents in the area.

Postcard

RK&K will prepare one (1) project postcard to announce the public meeting. RK&K will coordinate with the Town to finalize the postcard and mailing list (up to 1,000). RK&K will distribute the postcard to the project mailing list via US Postal Service. Additional meeting notification (e.g., press release, newspaper advertisement) is not included in this scope.

Public Meeting

The Town will hold a public meeting to solicit comments on the preliminary design. The Town will be responsible for securing dates for the public meeting and securing/scheduling the meeting facility. The public meeting will be held after preliminary design has been completed and a public meeting map has been approved by the Town and NCDOT (if required). RK&K will provide a four-person team for this meeting. The public meeting will be an informal open-house format to encourage one-on-one discussions of the project with the public and there will be no presentation. A separate meeting with local officials is not included in this scope.

RK&K will prepare a project handout, comment sheet and sign-in sheets for the meeting. The handout (8.5 x 11 format) may include a project description, project schedule, impact description, project map, and a comment sheet. RK&K will provide the draft handout to the Town for review. RK&K will revise the handout and after approval by the Town, will print up to 300 copies of the handout. *(RK&K will also prepare a public meeting map following NCDOT requirements. See Roadway scope.)*

Following the public meeting comment period, the Town will provide comments submitted on comment forms to RK&K. RK&K will compile public comments and provide responses, if needed, in a meeting summary. RK&K (up to 4 staff) will attend a post-public meeting with the Town, if needed, to review the public comments. RK&K will revise the public meeting

summary and comment responses based on the Town's review and provide the final summary to the Town.

Additional Public Involvement Support

RK&K will support the Town by assisting with telephone and e-mail contact, handled by responsible project personnel having expertise in the area of concern during this task order. All mail and phone contacts will be coordinated with the Town.

RK&K will coordinate with the Town to provide project information associated with this task order for the Town's website.

6.6. *Geoenvironmental*

RK&K will perform the initial Phase I field reconnaissance for this project to identify geo-environmental sites of concern. The purpose of this screening is to document sites of concern within the project study area that are or may be contaminated. These sites of concern should be included in the environmental planning document to assist the project stakeholders in reducing or avoiding impacts to these sites. Sites of concern may include active and abandoned underground storage tank (UST) sites, aboveground storage tank (AST) sites, gas stations, dry cleaning facilities, hazardous waste sites, regulated landfills, and unregulated dumpsites. RK&K staff will review the regulatory database information provided by Environmental Data Resources, Inc. (EDR) and Geographical Information System (GIS) mapping to identify known sites of concern in the project study area. RK&K will provide a draft Phase 1 Environmental Site Assessment Report for review by NCDOT. Based on comments, RK&K will update and submit a final report.

7. Natural Resources (EN-Natural Env)

RK&K will prepare an NRTR for the project utilizing NCDOT guidance. Unless otherwise specified in this scope, RK&K will follow the template and guidance protocols presented on the NCDOT website as of the date of this scope: <https://connect.ncdot.gov/resources/environmental>

Data Collection and Report Preparation

Data collection will follow the guidelines at the website referenced above. Specific reference is made to: Pre- Field Work and Field Work as listed in the guidance for Preparing Natural Resource Technical Reports, and NRTR Format Guidance and Template.

Tasks 1- 11 listed below will also appear on the cost estimate spreadsheet:

1. **Pre-Field work**
Preparation for field work will include data collection as described in the *Preparing Natural Resource Technical Reports* document on the website.
2. **Survey Notification Letter Delivery**
The land owner letter and list will be provided from GIS data for city review. Letters will be mailed to land-owners one week prior to the field visit.
3. **NRTR Field Work**
Field work will include data collection for streams, wetlands and natural communities as described in the *Preparing Natural Resource Technical Reports* document on the NCDOT website.

4. Protected Species Surveys

RK&K will conduct surveys for Michaux's sumac, Schweinitz's sunflower, and eagles. Bat habitat assessments will be conducted and habitat forms will be completed. Aquatic species are not anticipated and not included in this scope of work. Bat surveys are not included in this scope and will be scoped separately if necessary.

5. Travel

This account for the travel time required to perform all field work, agency site visits, etc.

6. Creation of WEX and WET files

Delineated stream and wetland data will be integrated into a WEX file following the *Consultant GPS-CADD* guidelines on the website referenced above. Any changes from the agency site visits will be incorporated into the WET file.

7. Preparation of Preliminary Jurisdictional Package (PJD)

DRAFT and FINAL PJD packages will be prepared.

8. Agency site visit – RK&K will attend regulatory site visit as required for concurrence.

9. DRAFT NRTR

A DRAFT NRTR will be prepared in accordance with the Guidance, Procedures and Template on the NRTR Guidelines website. Internal quality assurance using three signature sign-off by the preparer, technical reviewer and quality assurance reviewer will be documented and provided with DRAFT NRTR.

10. Review Comments and Final NRTR

Incorporate the city comments on the DRAFT NRTR to create the FINAL NRTR. Internal quality assurance using a three signature sign-off by the preparer, technical reviewer, and quality assurance reviewer will be documented and provided with FINAL NRTR.

11. Project Management

This will involve project coordination, safety compliance, project billing and coordination with the city and project designers.

NRTR Reporting Deliverables

- Draft WEX file
- Final WEX file
- FINAL WET file if an agency visit is required
- Preliminary Jurisdictional Determination package
- Draft NRTR (electronic), including all figures and appendices
- Final NRTR (electronic), including all figures and appendices

8. Work Zone Traffic Control (TM-Work Zone Traffic Control (WZTC))

The Engineer shall furnish traffic management plans that will indicate the Engineer's phasing of construction for the Project. The Engineer shall prepare the traffic management plans utilizing the MUTCD, NCDOT Guidelines for Transportation Management Plan Development, Work Zone Traffic Control, NC Supplement to the MUTCD, NCDOT Standard Specifications, and NCDOT Roadway Standard Drawings.

The Traffic Management Plans will depict multiple phases of construction using the Phase/Step Method.

Deliverables:

8.1. Traffic Management Concept

- Title Sheet
- Project Notes Sheet
- Written Concept
- Staging Concept drawings (Overview Drawings)
- Cross Section Views (As Needed)

8.2. Traffic Management Final Unsealed Submittal

- Final Project Notes including lane closure restrictions
- Final Traffic Management Phasing
- Final Traffic Management Detail Drawings
- All revisions to the Traffic Management Plan as requested from previous review
- Engineer's quantity estimate
- Final shoring requirements
- Project Special Provisions
- Place all documents on SharePoint with proper naming conventions

8.3. Traffic Management Final Sealed Plans

- All revisions to the Traffic Management Plan as requested from previous review
- Final Traffic Management Plans
- Final Quantity Estimate
- Intermediate Contract Times
- All correspondence with other units or agencies relating to the Transportation Management Plan
- Sealed Project Special Provisions
- Update all documents on SharePoint

Additional details related to this scope are presented in standard NCDOT templates for this work as presented in the Appendices.

9. Pavement Marking Plans (PD-Pavement Markings)

RK&K will prepare and furnish pavement marking plans utilizing the MUTCD, NC Supplement to the MUTCD, NCDOT Standard Specifications and the NCDOT Roadway Standard Drawings.

Deliverables:

9.1. Preliminary Pavement Marking Plans (60%)

- Plan view sheets with all pavement markings.
- Indicate the type of pavement markings and pavement markers material.

9.2. Final Pavement Marking Plans (90%)

- All elements from previous submittals
- Engineer's quantity estimate
- Project Special Provisions

9.3. RFC Pavement Marking Plans

- All elements from previous submittal

- Final Engineer’s quantity estimate
- Final Project Special Provisions

Additional details related to this scope are presented in standard NCDOT templates for this work as presented in the Appendices.

10. Signing Plans (SD-Signing)

RK&K will prepare signing plans utilizing the MUTCD, NC Supplement to the MUTCD, NCDOT Standard Specifications and the NCDOT Roadway Standard Drawings.

Deliverables:

10.1. Preliminary Signing Plans (60%)

- Plan view sheets with all existing, proposed, and future signs located
- Signing plan notes, sign and support designs, list of guardrail/barrier locations

10.2. Final Signing Plans (90%)

- All elements from previous submittals
- Engineer’s quantity estimate including supporting documentations and computations
- Project Special Provisions

10.3. 100% RFC Signing Plans

- All elements from previous submittals
- Electronic submittal of final quantity estimate
- Electronically sealed PDF’s of Signing Plans including Project Special Provisions
- No Geotech borings are included in the scope for signing.

11. Utility Coordination (UT-Utility Coordination)

This scope of work assumes that no new utilities will be designed by RK&K and that utility work will be limited to coordination efforts for design and relocations by others. Scope does not include design and permitting for any water or sanitary sewer relocations. Relocation Agreements needed will be submitted to the Town for processing and execution with appropriate parties. It is the intent of the Town and the basis of this scope, to have all impacted dry utilities relocated prior to the date of availability. Relocations will begin upon acquisition of all rights-of-way and/or utility easements required to move.

11.1. Kickoff Meeting and Coordination

- Schedule and conduct a virtual “kick-off” meeting with all Utility Owners, NCDOT and appropriate Town Staff. Discuss at this meeting possible utility conflicts, PUE plans, relocation time frames, cost responsibilities, prior rights, and relocation packages. Provide minutes of the meeting.
- Utilities within the project limits include: Windstream, Duke Energy, Hyper Networks LLC, Enbridge Gas, Spectrum, and the Town of Harrisburg water & sewer
- Collaborate with all design disciplines to avoid or minimize utility conflicts
- Determine any PUE needs for 60% roadway plans
- Conduit Installation plans for Lighting

- Prepare “Utilities by Others”

RK&K will coordinate the relocation of Utilities by Others (UbO) to clear the project of utility impacts due to the project and monitor the relocations through completion. RK&K will prepare UbO plans and Project Special Provisions for the contract documents.

PRELIMINARY DESIGN STAGE

- Determine utilities present in corridor and establish contact list.
- Request utility data from owners and prepare Preliminary UbO plans
- Conduct site visit to verify SUE data and identify potential relocations required
- Identify potential conflicts, possible relocation alignments in coordination with utility owners
- Prepare for and conduct Utility Kick-Off Meeting with utility representatives. Share project information and schedule. Establish approval procedures and requirements.
- Submit request letters to utility owners for plans and estimates within 10 days after kick-off meeting. Provide a copy of request letters to the Division Utility Coordinator
- Coordinate with roadway design and hydraulics design for possible conflict resolution
- Begin coordinating PUE needs for R/W plans
- Prepare Preliminary Utility Analysis and Routing Report

Deliverables

- Kick-Off Meeting Minutes
- Preliminary UbO plans
- Meeting Minutes as warranted

FINAL DESIGN/RIGHT OF WAY STAGE

- Assist utility owners with the preparation of relocation designs by providing updated plans and routing concerns. Review proposed layouts by each utility
- Obtain final PUE needs for Utilities by Others from owners for R/W plans. Coordinate with roadway designs to include PUEs on R/W plans. Review and comment if necessary
- Prepare and distribute Preliminary UbO plans based on owner furnished designs. Obtain confirmation from owners that the plans are in agreement with required relocations
- Assist with the preparation of NCDOT Encroachment Agreements and/or Utility Relocation Agreements for each utility

Deliverables

- Final UbO plans
- Meeting Minutes as warranted

12. Geotechnical (GT-Geotechnical Services)

RK&K will perform geotechnical field investigations during the project development phase. The field investigations will include field reconnaissance and roadway investigation. The investigation will include 10 SPT borings at approximately 200-ft spacing along the proposed alignment located within the project phase 1 limits. Borings will be advanced to 20 feet below

the existing grade, and they will be advanced in accordance with current NCDOT GEU Geotechnical Investigation and Recommendations.

A RK&K field professional will visually classify the SPT soil samples in the field and prepare field boring logs. RK&K will subcontract the drilling to an approved NCDOT driller. Clearing will be required to access most boring locations. Traffic control is not anticipated as no borings will be completed within the existing roadway pavement. RK&K will be responsible for ordering utility locates through the ULOCO NC.

Upon completion of the field work, the soil samples will be delivered to RK&K's office where a Geotechnical Engineer will review the field logs and assign laboratory testing. The laboratory testing will be conducted and will include Soil Classification and Moisture Content. Laboratory results will be submitted to NCDOT Materials and Tests Unit for review. Using the results of the field investigations and laboratory testing, RK&K will prepare boring logs in gINT.

RK&K will provide Roadway Subsurface Inventory and Geotechnical Reports in accordance with the most recent NCDOT Geotechnical Investigations and Recommendations Manual.

13. Limited Technical Assistance During Construction (PM-Other)

RK&K will be available on an as-needed basis to assist the Town during the construction phase. Tasks will be on-call and could include, but not be limited to: shop drawing review, design for unforeseen conditions, response to contractor questions and attendance during construction status meetings. All tasks will be coordinated with the Town to continually update hours spent and remaining on-call hours available. A total of 64 hours of support is included with this scope.

14. Location Surveys (Location Surveys—SUB1)

The RK&K Team will perform field surveys and prepare Right-of-Way/Easement plats as detailed in the scope of work prepared by Mckim & Creed and included in the Appendices.

15. Subsurface Utility Exploration (LS-SUE—SUB1)

The RK&K Team will perform SUE services as detailed in the scope of work prepared by Mckim & Creed and included in the Appendices.

Appendix A

Traffic Analysis (TM-Congestion Management)

NCDOT Scope Template

Fill-in all of the information highlighted in yellow. Once the scope is finalized select all text and remove highlighting. Items in pink are comments that can be removed once scope has been finalized

Is a base year build or opening year build model required?

For locations that potentially include adding new signals to the network it is often beneficial to know how the intersection will operate with and without the signal in the base year or the opening year for the project. If the project proposes to add new signals it is recommended that an analysis be completed that analyzes each location as both unsignalized and signalized. Base Year Build analysis may also be required to provide information for air quality modeling, so coordination with the Project Development and Environmental Analysis Branch should be undertaken to determine if this scenario is needed. Utilize highlighted text in scope if a base year build is required, if not, remove the highlighted text from the scope.

It is likely that all of the details required to complete the scope won't be available at the time the scope is being developed, especially if all of the alternatives have not been developed yet. However, if the scope is uncertain please make a good faith estimate of the number of analysis segments or intersections and note that it is an assumption. If the number is substantially different then it can be rectified in a future task order.

Guidance on Level of Complexity

Simple: This category includes basic traffic operations that are common in most analyses, including stop-controlled intersections, basic signals with standard phasing and basic single lane roundabout intersections. This category should be used for projects with under saturated operations that do not have intersections whose operations are substantially affected by adjacent intersections.

Low: This category includes the same basic types included in the Simple category as well as conventional signals with more complex phasing and operations near or at capacity with very few intersections having operations that are substantially affected by adjacent intersections.

Moderate: This category includes the same types included in the Simple and Low categories as well as unconventional intersections such as superstreets, Michigan u-turns and quadrant roadways. This category should be used for projects with the operations being near or above the capacity of the roadway with some intersections having operations that are substantially affected by adjacent intersections.

High: This category includes the same types included in the previous categories as well as more advanced unconventional intersections and interchanges such as CFI's and DDI's. This category should be used for projects with the operations being near or above the capacity of the roadway with more than a few intersections having operations that are substantially affected by adjacent intersections. This category should also be used for more complex multi-hour analysis and for projects that have more complex volume development requiring manual re-routing of trips. **Use of this category requires approval from NCDOT.**

Very Complex: This category includes the same types included in the previous categories as well as a combination of multiple advanced modeling or analysis requirements that are not commonly utilized or require the development of project specific analysis methods. It should only be utilized for very complex and large systems/network level analyses. **Use of this category requires approval from NCDOT.**

Note on Volume Balancing

The use of balancing between intersections on STIP projects is not typically needed. Synchro does not require balanced volumes and SimTraffic is able to use sinks and sources to adequately accommodate volume differences. For locations where there is a substantial imbalance (typically greater than a 10% difference) and the intersection spacing is less than 1/8 of a mile consideration should be given to adding a dummy node/links to accommodate the change in volume. If the PEF believes volume balancing is needed, it must be approved by NCDOT.

SCOPE TEMPLATE LAST UPDATED: 02/16/2019

SCOPE OF WORK

TASK ORDER 1

MAIN STREET AND ROBERTA ROAD ROUNDABOUT
CABARRUS COUNTY
STIP PROJECT No.: HN-0036
WBS No.: N/A
CONTRACT NO.: N/A

Prepared for:
Town of Harrisburg and North Carolina Department of Transportation

Prepared by:
RK&K

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GENERAL INFORMATION

{Insert a BRIEF statement about the contract mechanism, such as TM&S On-Call, Division On-Call, stand-alone contract, etc}.

Under RK&K's contract with the Town of Harrisburg with the North Carolina Department of Transportation (NCDOT), RK&K (CONSULTANT) has been requested to assist the Town and NCDOT in the development of traffic operations analysis utilizing HCS/Synchro and/or Sidra software for the subject project. Assignments under this contract will be assigned and defined on a Task Order basis.

The following Scope of Work (Scope) for Task Order **1** has been prepared to define the services that the CONSULTANT will provide NCDOT for developing the analysis in HCS, Synchro and/or Sidra. The analysis will conform with the NCDOT Congestion Management Capacity Analysis Guidelines (<https://connect.ncdot.gov/resources/safety/Congestion%20Mngmt%20and%20Signing/Congestion%20Management/Capacity%20Analysis%20Guidelines.pdf>).

The study period for this assignment is expected to extend over a **3** month period. Unless specified otherwise under a particular task, it is assumed that NCDOT or its representatives will provide all data, technical analyses, and other pertinent information in a form sufficient for the CONSULTANT to complete this scope of work. The CONSULTANT will assume information including, but not limited to, technical reports, technical data, technical references and citations, and project correspondence received from NCDOT or a third party is accurate and up to date. If errant data or technical analyses are discovered by the CONSULTANT during the performance of the scope, the CONSULTANT will immediately notify NCDOT. Current documents and standards are those in effect at the signing of this task order. Reference to current versions of software will be the current version of the software at the time of the Finalized date included on the cover of this scope.

PROJECT INFORMATION

{Please fill this section in with as much information as is known. This is the basis for many of the items and should be provided in enough detail that the values included in the scope can be verified/justified.}

The study includes the **intersection of Main Street and Roberta Road** and includes the following **Insert #** intersections:

- **List of intersections**

The analysis includes the following Build Alternatives:

- **Convert intersection to a roundabout and add a fourth leg**

1. PROJECT MANAGEMENT, COORDINATION AND ADMINISTRATION

1.1 PROJECT MANAGEMENT AND ADMINISTRATION

{Insert any other units or entities that you will need to coordinate with for the traffic analysis only. The units should be for general project coordination, the technical aspects are included in Section 1.2. This is to cover the administration of the contract, the invoicing and progress reporting. If this scope is part of a larger contract (or task order) that also includes this administrative time, then it should be noted and the time will be reduced or removed for the traffic portion.}

The CONSULTANT will manage and administer this contract with NCDOT throughout the duration of this assignment, including coordination with the Congestion Management Section, Town of Harrisburg, as needed. The study is anticipated to have a 3 month duration. The CONSULTANT will prepare a monthly progress report and submit an invoice to the NCDOT Project Manager each month throughout the duration of the study. For projects where the contract is not through the Transportation Mobility and Safety Branch or the Congestion Ma

agement Section, the CONSULTANT will provide a duplicate copy of the monthly progress report to the Congestion Management Section.

1.2 PROJECT COORDINATION

{This covers any coordination required between the CONSULTANT and NCDOT for technical aspects of the study. Insert the duration of the analysis and the number of meetings and staff members. If the meeting requires travel beyond the consultants' local area it should be noted here and will be included in the estimate.}

The CONSULTANT will coordinate with NCDOT relating to the technical aspects of the assignment throughout the duration of this study, including coordination with the Congestion Management Section.

The study is anticipated to have a 3 month duration. The CONSULTANT will attend up to 3 coordination meetings with NCDOT, including up to 2 staff members for each meeting.

1.3 CONSULTANT COORDINATION

~~*{If a subconsultant is being utilized to develop portions of the analysis and coordination is required between the firms, then add the information included below. Also designate the individual tasks to be completed by subconsultant in each scope item.}*~~

~~The CONSULTANT and SUBCONSULTANT will coordinate with one another during the completion of this scope of work. The coordination will include both technical aspects of the evaluation and coordination relating to schedule and tracking of progress.~~

~~*{If the Consultant is preparing the traffic analysis for a prime consultant from a different firm and coordination is required between the firms then add the information below.}*~~

~~The CONSULTANT and PRIME CONSULTANT will coordinate with one another during the completion of this scope of work. The coordination will include both technical aspects of the evaluation and coordination relating to schedule and tracking of progress.~~

~~*{If no subconsultants are being utilized or if the work is being completed by a single firm then strike through the above tasks.}*~~

2. DATA COLLECTION AND FIELD VISIT

2.1 DATA COLLECTION

The CONSULTANT will acquire the following items for developing the analysis:

- Latest aerial photography
- Existing Signal Plans
- Traffic Forecast
- ~~[List any other data needed including design plans, etc.]~~

~~*{If existing models are already developed they need to be noted as this reduces the level of effort required to develop them. Any details about the level of detail in the models that may need to be modified should also be included so that it can be determined what the additional effort will be to develop them for this scope of work.}*~~

~~*{If existing HCS/Synchro/Sidra files are available from previous work efforts, then a description of the files and pertinent data on the level of detail, etc. should be included here. If no existing files are available, it should be stated here.}*~~

~~*{Data collection is typically only included once for each project. Additional task orders for the same project should not include data collection unless it can be justified with specific data collection needs beyond what was originally scoped.}*~~

2.2 FIELD VISIT (OPTIONAL)

{Please coordinate with NCDOT Congestion Management to determine if a field visit is needed. If one is needed, then the Consultant will visit the site during the more critical of the peak periods to observe traffic and spend some time reviewing the area and verifying the geometry and operations. If a field visit is not required, then strike through this text instead of deleting it.}

The CONSULTANT will visit the project site during the critical peak period to observe traffic patterns, note any congestion and develop a basis for visually validating the base year model. The CONSULTANT will also verify the provided data is consistent with the actual operations. Two (2) staff members will participate in the field visit with the approximate travel time to the project being **insert #** hours.

3. TRAFFIC VOLUME DEVELOPMENT

The CONSULTANT will utilize the traffic forecast for the project to develop peak hour volumes for each of the scenarios being evaluated. The traffic volumes will be developed for the following scenarios:

- **Scenario 1: 2025 Base Year No-Build**
- **Scenario 2: 201X Base Year Build**
- Scenario 3: 2050 No-Build
- Scenario 4: 2050 Build

For the 201X Base Year Build, If there are multiple Build Alternatives only the preferred alternative should be included as this mostly to make decisions during the final design stage. If there are multiple 2040X Build Alternatives they should be listed here individually.}

{if the forecast volumes are the same for any of the scenarios (ie. BY No-Build and Build are the same) then it should be noted and the totals below should only be for each unique set of volumes. The Consultant will be paid for each unique scenario that needs to be developed. If there is substantial overlap between alternatives that have the same volumes it should be noted.}

3.1 CONVERT FORECAST TO PEAK HOUR VOLUMES

The CONSULTANT will convert the Average Annual Daily Traffic (AADT) data included in the traffic forecast to peak hour volumes for **1** intersections for **3** scenarios utilizing the Intersection Analysis Utility (IAU). The volume development process includes breakout of 0 interchanges and/or non-standard intersection configurations for 0 scenarios. The traffic forecast, IAU output, traffic breakouts for interchanges/unconventional intersections and any calculations utilized to balance the network will be included as an appendix to the Technical Memorandum.

{If the Consultant feels that balanced volumes for the network are needed they should discuss it with the Congestion Management Engineer before adding the item to the scope.}

{If there is a need to develop balanced network the following should be added: The peak hour volumes will then be balanced for the entire network by starting at the center of the network and working outward, or by another means approved by NCDOT.}

{Note that the # of scenarios is based on this listing above in Item 3 with 201X Base Year Build being one scenario and includes both AM and PM peak hour. If there are a different number of intersections for certain scenarios then each scenario can be described separately. If any of the scenarios have identical traffic volumes then they should only be listed one time.}

4. 2025 BASE YEAR MODEL

The CONSULTANT will develop a 2025 base year model for the subject project that will not be calibrated to existing conditions. The analysis will be prepared for both the AM and PM peak hours.

4.1 HIGHWAY CAPACITY SOFTWARE (HCS) ANALYSIS

The CONSULTANT will prepare the analysis of the following items utilizing the latest version of HCS:

- **###** segments for Freeway Facilities Analysis/FREEVAL
- **###** Basic Freeway Segments (isolated analysis — non-Freeway Facility Analysis)
- **###** Ramp Merge and Diverge Segments (isolated analysis — non-Freeway Facility Analysis)
- **###** Freeway Weaving Segments (isolated analysis — non-Freeway Facility Analysis)
- **###** Multi-lane Highway Segments
- **###** Two-Lane Highway Segments

~~{For standard freeway analysis the Freeway Facilities/FREEVAL analysis should be utilized with the isolated segment analysis only being utilized for non-standard configurations. If the use of isolated analysis is required, it should be justified and explained in the scope.}~~

~~{Multi-lane and two-lane shall not be used for corridors that have signals within 2 miles. Any locations that include signalized intersections should be analyzed in Synchro/Sidra.}~~

To facilitate review, the analysis shall include assigning each segment an analysis ID that will be used throughout the entire analysis and shall be included on all figures, tables and output sheets. The results of the analysis should be summarized in tabular format and with a figure depicting the analysis network with the results shown visually. The output reports for all analyses shall be included in the appendices and labeled with the proper analysis ID.

4.2 SYNCHRO ANALYSIS

The CONSULTANT will utilize the latest available version and build of Synchro signal software developed by Trafficware to complete an analysis of the operations for unsignalized and signalized intersections.

The base year analysis network includes the following attributes:

- 1 unsignalized intersections
- ### signalized intersections
 - ### standard intersections
 - ### unconventional intersections (quadrant left, superstreet, continuous flow, etc.)

~~{The level of effort for a standard intersection is less than for an unconventional intersection. The number of unconventional intersections includes all elements of the intersection (for example, 1 superstreet intersection includes the main intersection and the 2 u-turn intersections)}~~

The analysis will include developing the networks in Synchro and reviewing the operations in SimTraffic (10 runs). To facilitate review, the analysis shall include assigning each intersection an analysis ID that will be used throughout the entire analysis and shall be included on all figures, tables and output sheets. The results shall include the following: Delay and LOS for each lane group and for the overall intersection, the SimTraffic maximum queue length, and the Synchro 95% percentile queue length. The results of the analysis should be summarized in tabular format and with a figure that includes the existing lane configurations. The output reports for all analyses (Synchro – Lanes, Volume and Timing Report, SimTraffic – Queueing and Blocking Report) shall be included in the appendices and labeled with the proper analysis ID.

4.3 SIDRA ANALYSIS

The CONSULTANT will utilize the latest version of Sidra to analyze the operations of roundabouts. The base year model network includes the following attributes:

- 0 roundabout intersections

To facilitate review, the analysis shall include assigning each segment an analysis ID that will be used throughout the entire analysis and shall be included on all figures, tables and output sheets. The results of the analysis should be summarized in tabular format and with a figure depicting the analysis network with the results shown visually. The output reports for all analyses shall be included in the appendices and labeled with the proper analysis ID.

5. 2050 NO-BUILD ANALYSIS

~~{The analysis for the future year no-build should include any fiscally constrained project with the exception of the proposed project. Only include projects that are located within the limits of the traffic analysis. If there are no additional project, please note it. Based on the location of the project, please remove either the MPO or non-MPO portions that are not applicable.}~~

The CONSULTANT will develop an analysis of the No-Build scenario that will include all fiscally constrained projects within the model study area being constructed with the exception of the proposed project. The current [Cabarrus-Rowan MPO] will be utilized to determine if any fiscally constrained project besides the subject project are present. For scoping purposes, the following projects are located within the analysis limits and are considered to be constructed by the design year:

- None

For non-MPO areas, any project located within the model study area that has construction funding in the current State Transportation Improvement Program (STIP) or Municipal Transportation Improvement Program (MTIP) will be included in the analysis. For scoping purposes, the following projects are located within the analysis limits and are to be included in the future year networks:

- Add list of project(s) that are within the analysis study area and must be analyzed in the 204X No-Build Analysis

{Select either the MPO or Non-MPO text above and remove the other text}

5.1 HIGHWAY CAPACITY SOFTWARE (HCS) ANALYSIS

The CONSULTANT will prepare the analysis of the following items utilizing the latest version of HCS:
Segments Analyzed in Base Year

- ### segments for Freeway Facilities Analysis/FREEVAL
- ### Basic Freeway Segments (isolated analysis – non Freeway Facility Analysis)
- ### Ramp Merge and Diverge Segments (isolated analysis – non Freeway Facility Analysis)
- ### Freeway Weaving Segments (isolated analysis – non Freeway Facility Analysis)
- ### Multi-lane Highway Segments
- ### Two-Lane Highway Segments

{The segments included in this section are those that are identical to those included in the base year scenario. The only change will be to the volumes and requires less effort than a new analysis.}

New Segments for 204X No-Build

- ### segments for Freeway Facilities Analysis/FREEVAL
- ### Basic Freeway Segments (isolated analysis – non Freeway Facility Analysis)
- ### Ramp Merge and Diverge Segments (isolated analysis – non Freeway Facility Analysis)
- ### Freeway Weaving Segments (isolated analysis – non Freeway Facility Analysis)
- ### Multi-lane Highway Segments
- ### Two-Lane Highway Segments

{The segments included in this section are those that have been changed from the base year scenario and should correspond to the improvement listed in Section 5.}

The analysis will be completed in the same manner as described in Section 4.1.

5.2 SYNCHRO ANALYSIS

The CONSULTANT will utilize the latest available version and build of Synchro signal software developed by Trafficware to complete an analysis of the operations for unsignalized and signalized intersections.

The analysis network includes the following attributes:

Intersections Analyzed in Base Year

- 1 unsignalized intersections –already coded in base year scenario
- ### signalized intersections – already coded in base year scenario
 - ### standard intersections
 - ### unconventional intersections (quadrant left, superstreet, continuous flow, etc.)

{The intersections included here are those that are identical to those included in the base year scenario. The only change is to volumes, review of the phasing and re-optimization of the timings. Please note that No-Build does not mean that nothing can be changed from the base year — the phasing and timings should be reviewed and modified as needed for the future year volumes.}

New Intersections for 204X No-Build

- ~~###~~ unsignalized intersections — not coded or modified from base year scenario
- ~~###~~ signalized intersections — not coded or modified from base year scenario
 - ~~###~~ standard intersections
 - ~~###~~ unconventional intersections (quadrant left, superstreet, continuous flow, etc.)

{The intersections included here are for new or modified intersections not included in the base year scenario and should correspond to the improvements listed in Section 5.}

The analysis will be completed in the same manner as described in Section 4.1.

5.3 — SIDRA ANALYSIS

The CONSULTANT will utilize Sidra to analyze the operations of roundabouts. The analysis network includes the following attributes:

- ~~0~~ roundabout intersections — not coded or modified from base year scenario
- ~~0~~ roundabout intersections — already coded in base year scenario

The analysis will be completed in the same manner as described in Section 4.1.

6. 2050 BUILD ANALYSIS

{Enough details on the Build Alternatives should be provided such that the model coding attributes can be determined. If it is not well known what the build design will be then it should be noted and any assumptions should be provided to justify the details included in the following sections.}

The CONSULTANT will develop an analysis of the Build scenario that will include all listed projects within the analysis study area (as were added in Section 5) including the proposed project.

The analysis includes the following Build Alternatives:

- **Convert intersection to a roundabout and add fourth leg (Woodside Drive)**

{Note: A separate listing of attributes should be included for each alternative that includes the differences from the other alternatives, with any overlapping aspects removed. The following list should include a summary of the overall attributes for all build models.}

6.1 — HIGHWAY CAPACITY SOFTWARE (HCS) ANALYSIS

The CONSULTANT will prepare the analysis of the following items utilizing the latest version of HCS:
Segments Analyzed in Base Year or 204X No-Build

- ~~###~~ segments for Freeway Facilities Analysis/FREEVAL
- ~~###~~ Basic Freeway Segments (isolated analysis — non Freeway Facility Analysis)
- ~~###~~ Ramp Merge and Diverge Segments (isolated analysis — non Freeway Facility Analysis)
- ~~###~~ Freeway Weaving Segments (isolated analysis — non Freeway Facility Analysis)
- ~~###~~ Multi-lane Highway Segments
- ~~###~~ Two-Lane Highway Segments

{Similar to the 204X No-Build — anything that has been developed previously will only include updating the volumes. This should include the total for all alternatives that have different traffic volumes. If segments have the same traffic volumes under multiple scenarios they should only be included one time.}

New Segments for 204X Build

- ~~###~~ segments for Freeway Facilities Analysis/FREEVAL
- ~~###~~ Basic Freeway Segments (isolated analysis — non Freeway Facility Analysis)
- ~~###~~ Ramp Merge and Diverge Segments (isolated analysis — non Freeway Facility Analysis)
- ~~###~~ Freeway Weaving Segments (isolated analysis — non Freeway Facility Analysis)
- ~~###~~ Multi-lane Highway Segments
- ~~###~~ Two-Lane Highway Segments

{This is the total number of segments for all of the build alternatives combined.}

The analysis will be completed in the same manner as described in Section 4.1. The results of the analysis should be summarized in tabular format and with a figure that includes the proposed lane configurations.

6.2 SYNCHRO ANALYSIS

The CONSULTANT will utilize the latest available version and build of Synchro signal software developed by Trafficware to complete an analysis of the operations for unsignalized and signalized intersections.

The analysis network includes the following attributes:

Intersections Analyzed in Base Year or 2050 No-Build

- ### unsignalized intersections — already coded in previous scenario
- ### signalized intersections — already coded in previous scenario
 - ### standard intersections
 - ### unconventional intersections (quadrant left, superstreet, continuous flow, etc.)

New Intersections for 204X Build

- ### unsignalized intersections — not coded or modified from previous scenario
- ### signalized intersections — not coded or modified from previous scenario
 - ### standard intersections
 - ### unconventional intersections (quadrant left, superstreet, continuous flow, etc.)

{Similar to Section 6.1, any previously developed will only include updating volumes, phasing and timings, while new intersections will be developed fully.}

The analysis will be completed in the same manner as described in Section 4.1. The results of the analysis should be summarized in tabular format and with a figure that includes the proposed lane configurations.

6.3 SIDRA ANALYSIS

The CONSULTANT will utilize Sidra to analyze the operations of roundabouts. The analysis network includes the following attributes:

- 0 roundabout intersections – already coded in previous scenario
- 1 roundabout intersections – not coded or modified from previous scenario

The analysis will be completed in the same manner as described in Section 4.1. The results of the analysis should be summarized in tabular format and with a figure that includes the proposed lane configurations.

6.4 DESIGN ITERATIONS

{This section is to capture the effort of the back and forth in the analysis between the design team and the traffic team. The level of complexity and potential for highly iterative designs will be the primary measure used to determine the level of effort here. Details that justify why additional time will be needed for the project should be provided such that the individual developing the in-house estimate can provide an adequate estimate.}

The CONSULTANT will review the MOEs for the AM and PM peak periods and determine if design modifications are required to achieve desirable operations. The CONSULTANT will then make changes to the analysis to improve operations or attain a prescribed MOE for the project and will re-run the steps described in Section 6.1 through Section 6.3. The CONSULTANT will notify NCDOT if modifications are being made to determine if coordination with the NCDOT design team is required before modifications are developed.

**Design Iteration includes 2 Mandays to evaluate roundabout configurations (up to 2)
TEAAS Crash Analysis and Safety Analysis - 2 Mandays**

Total mandays = 4

{Insert a description of the number of designs and level of design expected. (conceptual/functional/preliminary/final) and what the expected level of design iterations is expected to be. If the design is not well defined, it may take more iterations compared with the analysis of a project that is in the final design phases. The description should be adequate to develop an estimate of the level of effort that will be required.}

7. 201X BASE YEAR BUILD

{This analysis will only include detailed analysis of the preferred alternative and will focus on the signalized intersections only.}

The CONSULTANT will develop an analysis of the preferred alternative for the Build scenario using 201X base year build volumes. Because the analysis is primarily utilized to determine the need for signals during the initial construction of the project only the signalized intersections will be analyzed.

7.1 SYNCHRO ANALYSIS

The CONSULTANT will utilize the latest available version and build of Synchro signal software developed by Trafficware to complete an analysis of the operations for signalized intersections.

The analysis network includes the following attributes:

- ~~### signalized intersections — already coded in previous scenario~~
 - ~~### standard intersections~~
 - ~~### unconventional intersections (quadrant left, superstreet, continuous flow, etc.)~~

The analysis will be completed in the same manner as described in Section 4.1.

8. DOCUMENTATION

8.1 TRAFFIC CAPACITY ANALYSIS TECHNICAL MEMORANDUM

{It should be determined how many hard copies are actually needed. Many units are fine with just receiving pdf's of the report.}

The CONSULTANT will prepare a traffic capacity analysis technical memorandum including the results of analyses. The memorandum will include all pertinent information relating to the analysis, the volume development/breakout, the results of the analysis and figures depicting the information included in each previous section of this scope. The HCS/Synchro/Sidra output reports will be included as appendices to the report. A digital copy of the Draft Technical Memorandum will be prepared for NCDOT review and revised based on comments received. The comments provided by NCDOT on the Draft Technical Memorandum will be addressed and the Final Technical Memorandum will be prepared with 0 hard copies being provided to NCDOT. A digital copy of the Final Technical Memorandum in Adobe Acrobat format will also be developed.

At the conclusion of the study, the CONSULTANT will also provide NCDOT with all digital files utilized in the development of the analysis.

9. SCHEDULE AND DELIVERABLES

At the conclusion of the study, the CONSULTANT will provide the following deliverables to NCDOT:

- HCS/Synchro/Sidra files for 2025 Base Year Model
- HCS/Synchro/Sidra files for 2050 No-Build Model
- HCS/Synchro/Sidra files for 2050 Build Model for each design alternative
- ~~HCS/Synchro/Sidra files for 201X Base Year Build Model~~

- Traffic Capacity Analysis Technical Memorandum
- Pertinent information used in developing the analysis (included in the memorandum) including but not limited to, signal plans, design concepts, etc.

The anticipated schedule is shown below. It assumes that Notice to Proceed is received by 09/03/2025. Total duration for traffic operations analysis is 12 weeks from receipt of NTP.

Task	Duration	Date of Completion
Notice to Proceed	n/a	09/03/2025 (assumed)
Submit Interim Review Information	# weeks	00/00/0000
NCDOT Review	# weeks	00/00/0000
Submit Draft Traffic Operations Analysis	7 weeks	10/22/2025
NCDOT Review	3 weeks	11/12/2025
Submit Final Traffic Operations Analysis	# weeks	11/26/2025

{Note that the schedule should be established such that it provides an estimate of when submittals and deliverables will be completed. The use of interim submittals should be determined on a project by project basis.}

The CONSULTANT may submit analysis for any interim review by NCDOT if deemed appropriate. Any interim submittals must include FULL DOCUMENTATION of the volume and analysis development process. Analysis submitted without proper documentation will be returned to the CONSULTANT without review.

The duration of NCDOT reviews will be 3 weeks for projects with an “Estimation Index” of 6 or less (see estimate spreadsheet for Estimation Index). For projects with an index of 7 or more please allow 4 weeks for review by NCDOT.

The CONSULTANT should also coordinate with NCDOT at least one week prior to making any submittal to alert them that it will be submitted and to allow them to coordinate the review. Any submittals made without prior coordination with NCDOT will have the review time increased by two weeks.

10. CRASH ANALYSIS

{The inclusion of the crash analysis should only be included if requested by NCDOT. This scope should only be used for individual projects when it is ancillary to the traffic operations analysis.}

10.1 DEVELOP/REQUEST TEAAS DATA

{The development of the crash data in TEAAS requires prequalification for Code 458 – Crash Analysis and approval from the Traffic Safety System Section. If the firm completing the analysis is approved to develop TEAAS Data the following should be included, if not, then ~~strike through the below tasks.~~}

The CONSULTANT will prepare a section/strip crash analysis of the project corridor within the analysis study limits primarily focused on the intersection of Roberta Road and Main Street. The time frame will be the most current five (5) year study range.

The CONSULTANT will provide the following in the development of the crash analysis:

- Coordination with NCDOT Traffic Safety Unit.
- Preparation and QC of the strip crash analysis using TEAAS.
- Review of crashes/crash history
- Perform safety review and prepare summary tables

{If the firm completing the analysis is not prequalified or approved to develop the TEAAS Data the following should be included, if not, then ~~strike through the below tasks.~~}

The CONSULTANT will prepare a request for crash data to the NCDOT Traffic Safety Unit for the TEAAS strip crash analysis.

10.2 PREPARE TRAFFIC SAFETY ANALYSIS

The CONSULTANT will prepare a Traffic Safety Analysis that includes the following information:

- Identify critical crash rates and develop a comparison of the rates.
- Identify crash patterns.
- Identify potential safety issues (based on crash analysis).
- Provide write up in the Draft and Final Traffic Operations Analysis Technical Memorandum Reports.

11. ADDITIONAL SCOPE ITEMS

11.1 ~~MULTI-HOUR ANALYSIS ADJUSTMENT – HCS ANALYSIS~~

~~*{If the project includes analysis of a peak period that extends beyond the normal one-hour AM and PM peak then the task included below should be included in the scope. The use of multi-hour simulation should only be utilized after consultation with NCDOT and when the additional effort is warranted.}*~~

~~The development of multi-hour simulation analysis requires additional effort beyond what is required for a standard single peak hour analysis. The development of the analysis and the associated outputs for multi-hour simulation models requires additional effort. Instead of detailing all of the items that require additional effort and attempting to capture the difference for multi-hour models it is assumed that the development and analysis increases the level of effort included in Section 4.1, 5.1 and 6.1 by ten percent (10%) to thirty percent (30%) depending on the number of additional hours being analyzed. The additional effort will be captured in this task on the estimate form.~~

~~The CONSULTANT will develop the analysis and outputs for a total of **insert #** analysis hours.~~

11.2 ~~MULTI-HOUR ANALYSIS ADJUSTMENT – SYNCHRO ANALYSIS~~

~~*{If the project includes analysis of a peak period that extends beyond the normal one-hour AM and PM peak then the task included below should be included in the scope. The use of multi-hour simulation should only be utilized after consultation with NCDOT and when the additional effort is warranted.}*~~

~~The development of multi-hour simulation analysis requires additional effort beyond what is required for a standard single peak hour analysis. The development of the analysis and the associated outputs for multi-hour simulation models requires additional effort. Instead of detailing all of the items that require additional effort and attempting to capture the difference for multi-hour models it is assumed that the development and analysis increases the level of effort included in Section 4.2, 5.2, 6.2 and 7.1 by ten percent (10%) to thirty percent (30%) depending on the number of additional hours being analyzed. The additional effort will be captured in this task on the estimate form.~~

~~The CONSULTANT will develop the analysis and outputs for a total of **insert #** analysis hours.~~

11.3 ~~MULTI-HOUR ANALYSIS ADJUSTMENT – SIDRA ANALYSIS~~

~~*{If the project includes analysis of a peak period that extends beyond the normal one-hour AM and PM peak then the task included below should be included in the scope. The use of multi-hour simulation should only be utilized after consultation with NCDOT and when the additional effort is warranted.}*~~

~~The development of multi-hour simulation analysis requires additional effort beyond what is required for a standard single peak hour analysis. The development of the analysis and the associated outputs for multi-hour simulation models requires additional effort. Instead of detailing all of the items that require additional effort and attempting to capture the difference for multi-hour models it is assumed that the development and analysis increases the level of effort included in Section 4.3, 5.3, and 6.3 by ten percent (10%) to thirty percent (30%) depending on the number of additional hours being analyzed. The additional effort will be captured in this task on the estimate form.~~

~~The CONSULTANT will develop the analysis and outputs for a total of **insert #** analysis hours.~~

~~*{Insert any additional scope items beyond those included in Sections 1-9. This section is for any additional items or considerations that are beyond what is included in the basic scope items in Sections 1-9. The individual tasks should be numbered with the same formatting as the above items and listed in the Cost Estimate. They will be*~~

~~estimated and negotiated individually. If there are no additional scope items insert the following statement: There are no additional scope items identified for this Task Order.~~

Appendix B

**Work Zone Traffic Control
(TM-Work Zone Traffic Control (WZTC))
Pavement Marking Plans
(PD-Final Pavement Marking & Markers)
Signing Plans (SD-Signing)**

NCDOT Scope Templates

Signing and Delineation Unit Project Scoping

TIP: HN0036

Engineering Firm: RKK

Prepared By: CRS

Length of Project: ~1400 FEET

Round Trip Mileage: 20

Letting Date: TBD

Date of Scoping: 7/16/2025

SCOPE OF WORK – SIGNING

Estimate the number required of each of the following:

- Signing Plan Sheets (roadway): 1
(Typically, a signing plan sheet covers the same area as two roadway plan sheets)
- Total Signing Plan Sheets (includes title sheet, details, sign designs, etc.): 4
- Overhead Sign Structures: 0
- Overhead Signs (do not include Exit Panels): 0
- Ground Mounted Type "A" and Type "B" signs: 0
- Type "D" signs: 3
- -Y- Lines requiring more than four Type "E" and "F" signs at intersection: 1
- ~~Include manday and cost estimate for future revisions involving ground mounted supports and overhead structures.~~

Notes/Comments:

NO EXISTING TYPE 'D' SIGNS

ASSUME DESIGN FOR W16-8aP FOR EACH APPROACH (exclude Woodside)

ASSUME SINGLE LANE URBAN ROUNDABOUT WITH PEDESTRIANS

SCOPE OF WORK – PAVEMENT MARKING

Estimate the number required of each of the following:

- Pavement Marking Plan Sheets (roadway): 1
(Typically, a PMP sheet covers the same area as a roadway plan sheet)
- Total Pavement Marking Plan Sheets (includes title sheet, details, etc.): 2
- Interchanges: 0
- Signalized intersections: 0
- -Y- Lines requiring more than stop bar and tie-in marking, but without sidewalks: 0
- -Y-Lines or intersections with sidewalks and wheel chair ramps: 1 intersection

Notes/Comments:

ASSUME SINGLE LANE URBAN ROUNDABOUT WITH PEDESTRIANS

ASSUME PEDESTRIAN CROSSINGS ON ALL LEGS OF ROUNDABOUT

Transportation Management Plan-Scope of Work

TIP #	HN0036
WBS #:	
Division:	10
County:	CABARRUS
Route:	SR 1304 (ROBERTA ROAD)
Project Description:	install a new roundabout at Main Street and Roberta Road to replace the existing intersection.

I. Project Information

Length (in miles)	0.250
ADT	15000
Number of -Y- Lines	2
Bridges	0
Culverts	0
Overhead Signs	No
Signalized Intersections	0
Temporary Signals	0
Portable Signals	No
Temporary Shoring	No
Positive Protection	Yes
Temporary Pavement	Yes
On-site Detours/Cross-overs	No
Road Closures/Off-site Detours	No
Staged Construction	Yes
Pedestrian Accommodation	Basic

II. Overall Complexity

Standard - Some Required Details	
Level of Significance	3

III. TMP Details

Simple Breakdown

IV. Simple Breakdown

a) Estimated Number of Phases	3
b) Estimated Details Per Phase	1
c) Total Overview Sheets	0
d) Title Sheet/Notes/Phasing	3
e) Special Details	2
Total Anticipated Sheets=	8

V. Submittals

	Required	Schedule
Initiate TMP (2TM2)	Yes	TBD
Final TMP (3TM1)	Yes	TBD

Total Invoice Submittals= 2

VI. Required Meetings and Trips

Final Design Field Inspection	No
Constructability w/ Division	No
Temporary Shoring Meeting	No
Pre-Let Field Inspection	No
Pre-construction Meeting	No
Other	No

Total Required Meetings = 0

VII. Additional Trips

Project Site	1
Division Office	0
NCDOT Design Offices	0

Total Additional Trips = 1

NCDOT Contacts

Work Zone Traffic Control	Zachary Clark, PE	Project Engineer
Work Zone Traffic Control		Project Design Engr

Additional Comments

Two Preliminary Alignments, Offset Alignment or At Existing Location, have been presented to town. One option will be selected to move forward with the design.

General Approach - Relocate existing MUP to proposed location, Widen existing pavement Using lane Closures, Construct RAB away from traffic (offset Alignment) or stage construct RAB with traffic shifts (at existing), Shift Traffic to new intersection, Using lane closures remove existing pavement.

Maintain Ped Access with Ped Channelizing devices and temp sidewalk as needed or Pedestrian Transport Service.

Assume Night work for LC's

Appendix C

Location Surveys (Location Surveys—SUB1) Subsurface Utility Exploration (LS-SUE—SUB1)

Scope Document

July 30, 2025

253388

Roman Prokopovych, PE
RK&K
10150 Mallard Creek Rd, Suite 300
Charlotte, NC 28262

Ref: Main Street and Roberta Road, Harrisburg NC

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 per an email dated July 20, 2025, titled "RobertaMain_RAB_Offset_NEPA_StudyArea.pdf" Limits are shown below in green:



4300 Edwards Mill Rd.
Suite 200
Raleigh, NC 27612

1. Courthouse Research

McKim & Creed will perform courthouse research for 29 properties including deeds, plats and NCDOT records.

919.233.8091

www.mckimcreed.com

2. Property Owner Contact (PropCon Database, POC.mdb)

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 front corners only to establish approximate property line locations. Back corners will be required only if front corners are not found. We will also recon and locate existing right-of-way monumentation if available. McKim & Creed estimates a total of 29 properties.

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 2,000 LF.

6. Pavement DTM's

McKim & Creed will obtain pavement DTM's on approximately 2,000 LF along Roberta Road and 300' on Main Street.

7. Compute Best-Fit Alignments (EL/EY alignments)

We will generate best-fit alignments covering the survey limits. All alignments will be stored according to L&S standards. We will use a combination of pavement information and any existing R/W monuments/property corners to develop the alignments. We estimate 2,300 LF of alignments. Alignments will be computed for the following roads:

- Roberta Road
- Main Street

8. Field Location of Topo

McKim & Creed will obtain any planimetric features within the limits.

9. Location of Gravity Utilities

McKim & Creed will locate gravity utilities within the roadway 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.

10. 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*.

McKim & Creed will perform Quality (**Level B**) SUE services for the Roberta Rd and Main Street Project. McKim and Creed will locate all public non-gravity utilities in the limits/corridor provided by the client. Limits are described above.

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

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)	\$61,732.39 (Lump Sum)
<u>SUE QL BC</u>	<u>\$16,445.18 (Lump Sum)</u>
Total	\$78,177.57 (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.



OVERALL SUMMARY

TIP NUMBER:	HN-0036	When initial estimate is complete, lock initial estimates	
COUNTY:	Cabarrus		
TASK ORDER NUMBER: (if applicable)	1		
FA NUMBER: (if applicable)		WBS NUMBER(s): Firm: fill out WBS Number(s) section on "Acct Initiation Request" DOT: the Project Manager fills out the entire "Acct Initiation Request"	
ESTIMATE SUBMITTAL NUMBER: (Version Control-if needed) (Ex. InitialV2 (initial estimate version 2))			
OTHER PROJECT IDENTIFIER INFORMATION: (if needed)			
DESCRIPTION: (List the project parameters; where the project starts and stops)	Main Street and Roberta Road Roundabout		
DISCIPLINE USED: (List each discipline that will be involved in this project)	PM-Project Mgmt : PM-Other : EN-Natural Env : EN-Community Studies : EN-Public Involvement : EP-Env Policy : GT-Geotechnical : HY-Hydraulics : PD-Final Pavement Marking & Markers : RD-Roadway : RE-Erosion Control : SD-Signing : TM-Work Zone Traffic Control (WZTC) : TM-Congestion Management : UT-Utilities Coordination		

DISCIPLINE	ITEM	INITIAL			FINAL		
		WD	COST	COST/WORKDAY	WD	COST	COST/WORKDAY
PM-Project Mgmt	Direct Costs	12.250	\$ 23,737.37	\$ 1,937.74			
PM-Other	Direct Costs	8.000	\$ 11,788.20	\$ 1,473.53			
EN-Natural Env	Direct Costs	13.250	\$ 13,420.28	\$ 1,012.85			
EN-Community Studies	Direct Costs	7.750	\$ 14,018.07	\$ 1,808.78			
EN-Public Involvement	Direct Costs	22.125	\$ 39,035.74	\$ 1,764.33			
EP-Env Policy	Direct Costs	27.625	\$ 46,789.41	\$ 1,693.73			
GT-Geotechnical	Foundations	41.380	\$ 43,875.18	\$ 1,060.30			
HY-Hydraulics	Direct Costs	28.875	\$ 36,231.82	\$ 1,254.78			
PD-Final Pavement Marking & Markers	Direct Costs	6.875	\$ 8,884.68	\$ 1,292.32			
RD-Roadway	Direct Costs	135.650	\$ 172,082.66	\$ 1,268.58			
RE-Erosion Control	Direct Costs	16.375	\$ 19,613.89	\$ 1,197.79			
SD-Signing	Direct Costs	7.250	\$ 9,625.07	\$ 1,327.60			
TM-Work Zone Traffic Control (WZTC)	Direct Costs	16.000	\$ 19,346.89	\$ 1,209.18			
TM-Congestion Management	Direct Costs	11.000	\$ 13,085.16	\$ 1,189.56			
UT-Utilities Coordination	Direct Costs	36.250	\$ 35,311.11	\$ 974.10			
LS-Location Surveys--SUB1	Direct Costs	79.000	\$ 60,842.39	\$ 770.16			
LS-SUE--SUB1	Direct Costs	3.750	\$ 16,015.18	\$ 4,270.71			
Grand Total - All Disciplines		473.405	\$ 616,536.60				

Labor, Overhead & Fee			
MANAGING DOT DISCIPLINE:	Division 10		
ENGINEERING FIRM:	RK&K		
ENGINEERING FIRM CONTRACT NUMBER:		CONTRACT TYPE:	Stand Alone Purchase Order
		PAYMENT TYPE:	LUMP SUM
SCOPE/WORKDAY ESTIMATE PREPARED BY:	Roman Prokopovych, PE		DATE:
SCOPE/WORKDAY ESTIMATE APPROVED BY:			August 4, 2025
REASON FOR SUPPLEMENTAL: (If this is a supplemental to the original Scope of Services, state reason for supplemental.)			
PO NUMBER: (If Available)		SUPPLEMENTAL NUMBER: (If Applicable)	



EXHIBIT “B”

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

AFFIDAVIT

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

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

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

This ____ day of _____, 20__.

Signature of Affiant
Print or Type Name: _____

State of North Carolina County of Cabarrus

Signed and sworn to (or affirmed) before me, this the _____
day of _____, 20__.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)



EXHIBIT C

(TAX FORMS)

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
 requester. Do not
 send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Rummel, Klepper & Kahl, LLP
	2	Business name/disregarded entity name, if different from above. t/a RK&K
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) P Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>
	5	Address (number, street, and apt. or suite no.). See instructions. 700 E PRATT ST STE 500
	6	City, state, and ZIP code BALTIMORE, MD 21202
	7	List account number(s) here (optional)
		Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number													
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or													
Employer identification number													
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5	2	-	0										
5	9	9	1										
1	1	2											

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Partner	Date 02/26/2025
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



EXHIBIT D

(CERTIFICATE OF INSURANCE)



EXHIBIT E

(MUNICIPAL AGREEMENT)

Executive Summary

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

Entity: Town of Harrisburg

County: Cabarrus

TIP: HN-0036

Project: Roberta Road and Main Street Roundabout

Scope: construction of a four-leg roundabout at the intersection of Main Street and Roberta Road replacing an existing three way un-signalized intersection.

Eligible Activities:

PE	51678.1.1	Design
		Environmental
ROW	51678.2.1	ROW Acquisition
CON	51678.3.1	Construction
FEDERAL-AID		#5167801

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
Congestion Mitigation and Air Quality	\$2,164,900	80 %	\$541,225	20 %
Total Available Funding		\$2,706,125		

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

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT -
FEDERAL**

CABARRUS COUNTY

DATE: 12/16/2024

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: HN-0036

AND

WBS Elements: PE 51678.1.1

ROW 51678.2.1

TOWN OF HARRISBURG

CON 51678.3.1

FEDERAL-AID NUMBER: 5167801

CFDA #: 20.205

Total Funds [NCDOT Participation] \$2,164,900

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

WITNESSETH:

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

WHEREAS, the Municipality has requested federal funding for Roberta Road and Main Street Roundabout, hereinafter referred to as the Project, in Cabarrus County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$2,164,900 for the Project; and,

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

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

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

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

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

1. GENERAL PROVISIONS

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

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

AGREEMENT MODIFICATIONS

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

LOCAL PUBLIC AGENCY TO PERFORM ALL WORK

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

PERSON IN RESPONSIBLE CHARGE

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

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

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

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

COMPLIANCE WITH STATE/FEDERAL POLICY

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

FAILURE TO COMPLY - CONSEQUENCES

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

2. SCOPE OF PROJECT

The Project consists of construction of a four-leg roundabout at the intersection of Main Street and Roberta Road replacing an existing three way un-signalized intersection.

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

- Design
- Environmental Documentation
- ROW Acquisition
- Construction

as further set forth in this Agreement.

3. FUNDING

PROGRAMMING AND AUTHORIZATION OF FEDERAL FUNDS

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

REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall reimburse eighty percent (80%) of eligible expenses incurred by the Municipality up to a maximum amount of Two Million One Hundred Sixty Four Thousand Nine Hundred Dollars (\$2,164,900), as detailed below. The Municipality shall provide the non-federal match, as detailed in the FUNDING TABLE below, and all costs that exceed the total available funding.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
Congestion Mitigation and Air Quality	\$2,164,900	80%	\$541,225	20%
Total Available Funding		\$2,706,125		

WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, during any phase of the delivery of the Project, shall reduce the funding available to the Municipality under this Agreement. The Department will set aside, but is not limited to, ten percent (10%) of the total available funding, or 270,612.50, to use towards the costs related to review and oversight of this Project. These costs may include but are not limited to: review and approval of plans, environmental documents, contract proposals, and engineering estimates; performance of any phase of work, for example, contract administration or construction engineering and inspection; oversight of any phases; or any other items as needed to ensure the Municipality's appropriate compliance with state and federal regulations.

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

4. PERIOD OF PERFORMANCE

COMPLETION DATE

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

MILESTONE DATES AND REVISIONS

The Municipality is responsible for regularly updating project milestones throughout the life of the project. If project milestones are near (or have passed without completion) and have not been updated to a realistic schedule by the Municipality, the Department reserves the right to revise the milestones accordingly. Revisions by the Department could lead to milestones being pushed into another fiscal year resulting in a change to the STIP. The Department is not responsible for project delays caused by these milestone revisions.

EXTENDING COMPLETION DATE

If additional time is needed to complete the Project, then a supplemental agreement must be executed. The Department may allow up to three additional months for submission of final reimbursement package by the Municipality, without entering into a supplemental agreement. The Department and/or FHWA reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates included herein.

5. PRELIMINARY ENGINEERING AUTHORIZATION

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

6. PROFESSIONAL AND ENGINEERING SERVICES

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

PROCUREMENT POLICY

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

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department in the Work Codes advertised.

- A pre-negotiation audit will be conducted by the Department's External Audit Branch. The Municipality shall not execute a consultant contract until the Department's review has been completed.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

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

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

WORK BY ENTITY

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

7. PLANNING / ENVIRONMENTAL DOCUMENTATION

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

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.
- The Municipality shall advertise and conduct any required public hearings.

- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.
- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at <https://www.ncleg.gov/Laws/GeneralStatutes> and obtaining those permits required thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

8. DESIGN

CONTENT OF PLAN PACKAGE

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

9. RIGHT OF WAY / UTILITY AUTHORIZATION

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

10. PROJECT LIMITS AND RIGHT OF WAY (ROW)

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

SPONSOR PROVIDES ROW

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

ROW GUIDANCE

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

APPRAISAL

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

CLEARANCE OF PROJECT LIMITS / ROW

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

of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

RELOCATION ASSISTANCE

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

11. UTILITIES

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

12. RIGHT OF WAY / UTILITY / RAILROAD CERTIFICATION

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

13. CONTRACT PROPOSAL AND ENGINEER'S ESTIMATE

CONTRACT PROPOSAL

The Municipality shall develop a contract proposal that will be advertised for bids. The proposal shall comply with NCDOT Specifications and Standard Drawings as applicable to the Project. The proposal shall also contain provisions, as applicable, per Title 23 Code of Federal Regulations 633 and 635 to include, but not be limited to: FHWA 1273, Buy America, Davis-

Bacon Wage Rates, Non-discrimination, DBE Assurances, Contractor Certification regarding suspension and debarment, and other provisions as required by the Department.

ENGINEER'S ESTIMATE

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

14. CONSTRUCTION AUTHORIZATION

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

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

15. CONTRACTOR PROCUREMENT

ADVERTISE FOR BIDS

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

CONSTRUCTION CONTRACTOR REQUIREMENTS

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

CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference

<https://connect.ncdot.gov/resources/Specifications/Pages/2024-Specifications-and-Special-Provisions.aspx>.

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

AWARDING CONTRACT

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

DELAY IN PROCUREMENT

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

FORCE ACCOUNT

Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than a contract awarded by a competitive bidding process, or there is an emergency. Written approval from the Department is required prior to the use of force

account by the Municipality. Federal Highway Administration regulations governing Force Account are contained in Title 23 Code of Federal Regulations, Part 635.201, Subpart B; said policy being incorporated in this Agreement by reference www.fhwa.dot.gov/legsregs/directives/cfr23toc.htm. North Carolina General Statutes governing the use of Force Account, Chapter 143, Article 8 (Public Contracts) can be found at www.ncleg.net/gascripts/Statutes/Statutes.asp.

16. CONSTRUCTION

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

CONSTRUCTION CONTRACT ADMINISTRATION

The Municipality shall comply with the NCDOT Construction Manual as referenced at <https://connect.ncdot.gov/projects/construction/pages/construction-manual.aspx>, which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities, project diaries, and pay records. The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

RETAINAGE

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

SIGNAGE

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

SITE LAYOUT

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

RIGHT TO INSPECT

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

CONTRACTOR COMPLIANCE

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

CHANGE ORDERS

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

SHOP DRAWINGS

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

17. CLOSE-OUT

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

FINAL INSPECTION

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

FINAL PROJECT CERTIFICATION

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

18. MAINTENANCE

The Department will maintain the roundabout and roadway work performed on the state-maintained roads. The Municipality shall maintain all sidewalks and paths and also the roadway work on non-state maintained roadways.

19. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Design
- Environmental Documentation
- ROW Acquisition
- Construction

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 2 Code of Federal Regulations, Part 200 (www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm) "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."

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

REIMBURSEMENT LIMITS

- **WORK PERFORMED BEFORE NOTIFICATION**

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

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

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

- **UNSUBSTANTIATED COSTS**

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

- **WORK PERFORMED BY NCDOT**

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$2,164,900 available to the Municipality under this Agreement. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the total available funding.

- **CONSTRUCTION ADMINISTRATION**

Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project.

These costs will also include any cost overruns and charges to the Project by the Department during the Construction Phase.

- **CONSTRUCTION CONTRACT UNIT PRICES**

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

- **RIGHT OF WAY**

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

- **FORCE ACCOUNT**

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

BILLING THE DEPARTMENT

- **PROCEDURE**

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

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

- **INTERNAL APPROVALS**

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

- **TIMELY SUBMITTAL OF INVOICES**

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

- **FINAL INVOICE**

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

20. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

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

PROJECT RECORDS

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

21. OTHER PROVISIONS

REFERENCES

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

INDEMNIFICATION OF DEPARTMENT

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

DEBARMENT POLICY

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

TITLE VI - CIVIL RIGHTS ACT OF 1964

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

OTHER AGREEMENTS

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

AVAILABILITY OF FUNDS

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

IMPROPER USE OF FUNDS

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

TERMINATION OF PROJECT

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

AUDITS

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

REIMBURSEMENT BY MUNICIPALITY

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

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated

to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

ENTIRE AGREEMENT

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

AUTHORIZATION TO EXECUTE

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

FACSIMILE SIGNATURES

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

GIFT BAN

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

22. SUNSET PROVISION

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

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

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

L.S. ATTEST:

TOWN OF HARRISBURG

BY: _____

Signed by:
BY: *John Ferr*
AED9715A4C054F9...

TITLE: _____

TITLE: Mayor, Town of Harrisburg

DATE: 12/19/2024

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

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

(SEAL)

DocuSigned by:
Brian Lee
(FINANCE OFFICER)

Federal Tax Identification Number

56-1046351

Town of Harrisburg

Remittance Address:

4100 Main St.
Harrisburg, NC 28075

DEPARTMENT OF TRANSPORTATION

DocuSigned by:
BY: *Lamar Sylvester*
(CHIEF ENGINEER)

Initial
MTG

DATE: 01/16/2025

APPROVED BY BOARD OF TRANSPORTATION ITEM O: 01/08/2025 (Date)

Initial
BT



EXHIBIT F

(MBE DOCUMENTS)

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

County of _____

(Name of Bidder)

Affidavit of _____

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

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

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

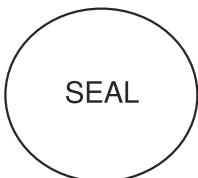
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure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

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

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

Notary Public _____

My commission expires _____

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

County of _____

Affidavit of _____

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____

_____ contract.

(Name of Project)

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

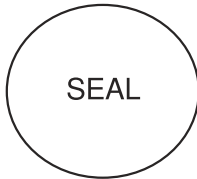
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

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

Notary Public _____

My commission expires _____

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

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

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

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

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

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

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

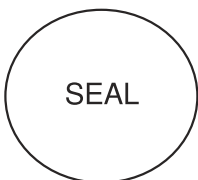
*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

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

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

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

Date: _____ Name of Authorized Officer: _____



Signature: _____

Title: _____

State of _____, County of _____

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

Notary Public _____

My commission expires _____

State of North Carolina AFFIDAVIT D – Good Faith Efforts

County of _____

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

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

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

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

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

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

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

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

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

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

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

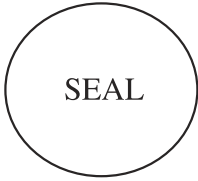
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

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

Notary Public _____

My commission expires _____

Identification of HUB Certified/ Minority Business Participation

I, _____,
(Name of Bidder)

do hereby certify that on this project, we will use the following HUB Certified/ minority business as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work Type	*Minority Category	**HUB Certified (Y/N)

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

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

The total value of minority business contracting will be (\$)_____.



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

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

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

SECTION A: INTENT

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

SECTION B: DEFINITIONS

1. Minority - a person who is a citizen or lawful permanent resident of the United States and who is:
 - a. Black, that is, a person having origins in any of the black racial groups in Africa;
 - b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;
 - c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, the Pacific Islands;
 - d. American Indian, that is, a person having origins in any of the original peoples of North America; or
 - e. Female

2. Minority Business (MBE) - means a business:
 - a. In which at least fifty-one percent (51%) is owned by one or more minority persons, or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals; and
 - b. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.

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

4. Owner – Town of Harrisburg.

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

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

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

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

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

SECTION C: MINORITY OUTREACH PLAN AND GUIDELINES

Owner

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

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

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

Designer

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

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

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

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

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

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

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

Minority Business Responsibilities

Certification

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

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

Other Responsibilities

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

SECTION D: MINIMUM COMPLIANCE REQUIREMENTS

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

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

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

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

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

SECTION E: DISPUTE RESOLUTION PROCEDURES

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

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



EXHIBIT G

(NOTICE TO PROCEED)



Notice to Proceed

TO: Rummell, Klepper & Kahl, LLP (RK&K)
FROM: Town of Harrisburg
DATE: xxx xx, 2025
SUBJECT: Notice to Proceed with Professional Engineering Services for HN-0036 –
Main Street Roundabout

On behalf of the Town of Harrisburg, I am happy to provide RK&K this Notice to Proceed with Professional Engineering Services for STIP Project HN-0036 – Main Street Roundabout in accordance with the executed contract.

RK&K shall commence services on or before XXX XX, 2025, and proceed according to the agreed upon schedule outlined in Exhibit A.

The Town of Harrisburg looks forward to working with RK&K on this project.

Sincerely,

Devin Huston
Town Engineer
Town of Harrisburg

Acceptance of Notice

Receipt of the above Notice to Proceed is hereby acknowledged by RK&K, this _____ day of _____, 2025.

BY: _____

TITLE: _____



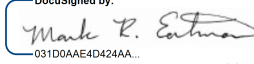
STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J.R. "JOEY" HOPKINS
SECRETARY

DATE: September 17, 2024

TO: Phil Conrad, AICP
Transportation Planner, Cabarrus-Rowan Metropolitan Planning Organization

FROM: Mark R. Eatman, PE 
Senior Statewide Initiatives Engineer, Office of Strategic Initiatives & Program Support

SUBJECT: Congestion Mitigation & Air Quality (CMAQ) Project Funding for FFY 2025

Thank you for submitting a project proposal for funding through the North Carolina CMAQ Program. The Office of Strategic Initiatives & Program Support is pleased to inform you that the following project has been approved for CMAQ funding in the amount shown below:

STIP Number	Description / Location	Responsible Party	Phase	Federal Funding	Federal Share	Local Match	Local Share	Total Funding	FY
HN-0036	Roberta Road and Main Street – Construct Roundabout	Harrisburg	PE	\$572,248 (CMAQ)	80%	\$143,062	20%	\$715,310	2025
			ROW	\$200,000 (CMAQ)	80%	\$50,000	20%	\$250,000	2026
			CON	\$1,392,652 (CMAQ)	80%	\$348,163	20%	\$1,740,815	2027
C-5603H (Supplemental)	Brenner Avenue – Statesville Boulevard to West Horah Street and Brenner Avenue at Link Avenue. Construct sidewalk.	Salisbury	CON	\$305,126 (CRP)	80%	\$76,282	20%	\$381,408	2025
TOTAL				\$2,470,026	80%	\$617,507	20%	\$3,087,533	

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
OFFICE OF STRATEGIC INITIATIVES & PROGRAM SUPPORT
1534 MAIL SERVICE CENTER
RALEIGH, NC 27699-1534

Telephone: (919) 707-0900
Fax: (919) 733-9794
Customer Service: 1-877-368-4968

Location:
1 SOUTH WILMINGTON STREET
RALEIGH, NC 27601

Website: www.ncdot.gov

The awardee is responsible for all funding that is above the approved award amount.

Please note there is an additional small amount of funds above and beyond the project award that is included in the WBS. This is not for use by the project or project manager. These funds are placed there to pay for estimated BSIP/SAP charges that will occur as the project is invoiced and paid out.

By agreeing to use the CMAQ funds, the project manager's business unit or entity (awardee) agrees that any charges that cause the WBS to become negative and require repayment, (whether BSIP/SAP charges or costs incurred by the project) WILL be covered and paid for by the unit/entity receiving these funds.

Please note that projects that are not implemented according to the approved schedule may be subject to cancellation.

If you have any questions about the CMAQ Program or the project that has been awarded funding, please contact Mark Eatman by telephone at 919-707-0970 or by email at mreatman@ncdot.gov.

cc: Ryan Brumfield, PE, Office of Strategic Initiatives & Program Support
Terry Arellano, PE, Office of Strategic Initiatives & Program Support
Heather Hildebrandt, Office of Strategic Initiatives & Program Support
Marta Matthews, Local Programs Office
Jeff Turner, Division 9
Matt Jones, PE, Division 9
Jeff Burleson, Division 10
Tim Kirk, PE, Division 10
Teresa Robinson, PE, STIP Unit

Requesting Local Agreements for CMAQ Projects

The Local Programs Management Office (LPMO) has a web-based system for requesting agreements for locally-administered projects. As a Local Government Agency (LGA) with a project to administer with NCDOT, you will be responsible for requesting an agreement through the Enterprise Business Portal (EBS). In order to access the EBS, you will need a **user id** and **password**, issued by NCDOT.

Please visit the LPMO website at:

<https://connect.ncdot.gov/municipalities/Funding/Pages/default.aspx> and download the LPMO Security Form, complete, sign and e-mail to the contact address in the form. Once you have a user id and password assigned, you may log into the EBS at <https://www.ebs.nc.gov/irj/portal>, from there, submit a request for a NEW AGREEMENT APPLICATION and attach this memo as backup documentation.

If this memo provides additional funding for your existing project in the EBS portal, then you can request a supplemental agreement by submitting a CHANGE REQUEST. In the reason for the Change Request, select "Supplemental Agreement" and attach this funding memo as backup documentation.

If you have any questions about the EBS portal, please see help guidance here:<https://connect.ncdot.gov/municipalities/Funding/Pages/default.aspx>

Please note the following:

- CMAQ transit projects that are being flexed to Federal Transit Administration do not require a local agreement. Please contact Mark Eatman to determine the steps for implementing these projects.
- Contact Information:
Mark Eatman, PE
Senior Statewide Initiatives Engineer
Telephone: 919-707-0970
Email: mreatman@ncdot.gov



**AN ORDINANCE AMENDING THE 2025-2029 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, 2024 and ending June 30, 2029:

- Section 1.** Amend Capital Projects Fund – Transportation to account for design and engineering services for the Roberta Road and Main Street Roundabout project.
- 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 | \$ 234,000 |
| Decrease line item 319-3001-57100
Construction | \$ 234,000 |
- 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 10th day of November, 2025.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk



TOWN OF HARRISBURG

Agenda Item Details

Title:

Consideration of a Contract with McGill Associates to perform a Design for pedestrian and infrastructure improvements on Woodside Drive from Patricia Avenue to Autumn Drive.

Presenting Personnel:

Jonathan Young, Public Works Director

Suggested Motion or Action:

Motion to authorize Town Manager to finalize negotiation and execution of the attached Supplemental Services Agreement with McGill Associates for an amount not to exceed \$148,300 for the Woodside Dr. pedestrian improvements project and approve the related Project Ordinance Amendment.

Description/Background:

The Town of Harrisburg pre-qualified firms in March 2025 for assistance with professional service studies and designs. McGill Associates was one of those firms, and they have been utilized with great success on several past projects for the Town. The FY2026 budget included funding to design pedestrian and infrastructure improvements on Woodside Drive from Patricia Avenue to Autumn Drive.

The improvements include installation of curb and gutter, sidewalk along one side of the road, and upgrades to the existing drainage infrastructure.

Recommendation:

Staff recommends authorizing the Town Manager to finalize negotiation and execution of the attached Supplemental Services Agreement with McGill Associates for an amount not to exceed \$148,300.00 and approve the related project ordinance amendment.

Fiscal Impact:

The fiscal impact of this contract is \$148,300.00. The total budget for this project was approved at \$1,123,000 for design and construction services; however, the split between those two functions was not determined until this cost was established. Now that costs are identified, a project amendment is attached that shifts \$149,000 from construction to professional services, leaving the total project budget unchanged and \$974,000 for construction.

Attachments:

1. McGill - Pro Service Supp Services Agreemeent - Woodside
2. Project Amendment - CPF-TR - Woodside Drive Enhancements 11102025



SUPPLEMENTAL SERVICES AGREEMENT NO. 2

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, McGill Associates PA, 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 McGill Associates PA, dated May 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 design services for Woodside Drive Street Improvements.

Services to be provided include, but are not limited to, all tasks as outlined in Exhibit A, *Proposal for Profession Design Services, Woodside Drive Street Improvements*, dated November 3, 2025, which is attached and incorporated into this SSA.

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 12 months from the Notice to Proceed 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 \$148,300, nor shall the Consultant incur costs above \$148,300 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.



[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

(Task Order Scope and Fee Summary)

November 3, 2025

Jonathan Young, P.E.
Public Works Director
Town of Harrisburg
4100 Main Street, Suite 103
Harrisburg, North Carolina 28075

RE: Proposal for Professional Design Services
Woodside Drive Street Improvements
Harrisburg, North Carolina

Dear Mr. Young:

McGill Associates is pleased to provide you with this proposal to provide professional design services for the above-referenced project. It is our understanding that the primary goal of the project is the preparation of construction documents for improvements to Woodside. The project improvements are located along Woodside Drive from the intersection of Patricia Avenue to the intersection of Autumn Drive. The improvements will consist of concrete sidewalk, curb and gutter, storm drainage, and associated surface drainage improvements.

Task 1 Existing Conditions Survey

1. Project Limits (Survey Limits) consist of Woodside Drive from the intersection of Patricia Avenue to intersection of Autumn Drive. Survey will include existing street corridor from centerline of street to front facade of residential houses.
2. A topographic survey will be performed which consists of a survey of the ground surface of the project limits sufficiently to prepare 1-foot contours.
3. The Planimetric Survey specifications include the survey location of storm drainage Inlet and outlet dimensions and invert elevations.
4. Underground utilities will be located as identified through NC One Call.
5. Exclusions to this scope excludes the surveying/mapping of locating individual shrubbery, zoning information (such as setbacks or buffers), monitoring wells, soil borings, overhead wire elevations/heights, and roof drain systems and irrigation systems.

Task 2 Design Phase Services

1. The project will kick off with a meeting including McGill and Town Staff to review and refine the proposed scope of services. At this time, we will confirm project goals and deliverables, and reach a consensus on a project schedule, including milestones and the schedule.
2. Conduct a site analysis by the Design Team of the existing natural and man-made conditions within the project site. Specifically, this will include identification of possible engineering issues, such as visible utilities or overhead utilities, areas of potential flooding, existing structures, and general observation of site drainage.

3. Based on Town's goals and objectives, develop design progress drawings to the 60% level for review and comment. Provide 60% preliminary opinion of probable cost. Attend review meeting with the Town.
4. Based on 60% review comments finalize all necessary site development plans, details, and specifications as required to obtain permits.
5. Prepare McGill standard specifications for construction.
6. Submit documents to Harrisburg Town Staff for all site improvements for review and approval.
7. Finalize bidding documents based on permitting and final review comments.
8. Prepare one (1) submission for Harrisburg planning and zoning compliance review.
9. Prepare one (1) EC permit application package for submission to NCDEQ.

We anticipate providing the above services as part of our deliverables:

1. Demolition Plan
This will include location of existing structures, visible utilities, infrastructure, and delineating items to be removed or relocated.
2. Site Layout
This will include horizontal control, dimensions, location of proposed improvements, and site details.
3. Grading/Drainage & Erosion Control
This will include site grading, storm drainage, erosion control for temporary and permanent measures.
4. Construction Details and Specifications
Prepare construction details and specifications for all work indicated on the site layout, grading, and drainage plans

Task 3 Construction Phase Services

1. Provide assistance during construction on an as-needed basis as requested by the Town. Assistance may include but is not limited to bidding, shop drawing review, requests for information, or on-site observation.

The above fees **do not** include traffic signalization modifications, designs associated with water and sewer modifications, geotechnical services before or during construction; structural, mechanical, or any utility relocation design; and application or approval fees, which should be paid (if needed) directly by the Town. Changes to the site plan layout of facilities, which occur after McGill's approved preliminary design documents have been completed, will be considered additional services. McGill can coordinate these additional services should the services be needed.

Additional Services:

Please note that the following services are not included in this proposal and will be considered Additional Services that can be provided, if necessary, in accordance with the attached Basic Fee Schedule.

1. Making revisions to design plans or technical specifications when such revisions are inconsistent with approvals or instruction previously given by the Owner or are due to causes beyond the control of Mc Gill
2. Providing services to make measured drawings of existing conditions or to verify the accuracy of drawings or other information furnished by the Owner or others.
3. Construction surveying, which we assume to be the responsibility of the Contractor.
4. Geotechnical, Structural, or Electrical design services before or during construction.
5. Providing Re-Signalization Plans or transportation studies related to the subject improvements.
6. Providing stormwater permitting or post-development stormwater control measures
7. Preparation of Environmental Assessments or Environmental Information Documents.
8. Preparation of easement plats or assistance with easement acquisition.
9. Payment of regulatory permit application fees and payment of bid advertisement costs.
10. Providing services of other professional consultants for items of work other than those outlined under Basic Services.
11. Preparing design services for relocation of existing utilities and/or offsite road/storm drainage design.
12. Preparing to serve and/or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding, other than as specified in the Basic Services above.
13. Providing professional services made necessary by default of the Contractor in the performance of the Construction Contract.
14. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with the generally accepted Engineering practice.

Basis for Compensation

Based on our understanding of the project, we propose providing the Scope of Services detailed in this proposal for the following fees inclusive of all reimbursable expenditures:

TASK 1	Existing Conditions Survey	Lump Sum	\$18,750.00
TASK 2	Design Phase Services	Lump Sum	\$123,550.00
TASK 3	Construction Phase Services	Maximum Not to Exceed	\$6,000.00

The fee for Task 3 may be increased as needed should additional efforts be request by the Town for assistance during the Construction of the project.

Owner's Responsibilities

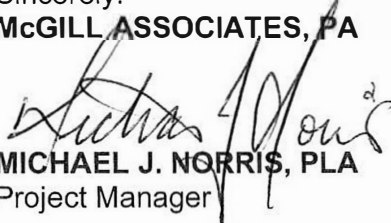
1. The Owner shall provide full information regarding site-related requirements for the Project.
2. The Owner shall designate a representative (authorized to act on their behalf) with respect to the Project. The Owner or his representative shall examine documents submitted by McGill

and shall render decisions pertaining thereto promptly, avoiding unreasonable delay in the progress of McGill's work.

We appreciate the opportunity to provide this proposal to the Town of Harrisburg and are prepared to begin work immediately to meet the Town's schedule. If this proposal is acceptable, please sign and return one (1) copy of this proposal and the attached Consulting Services Agreement to our office. As always, if you have any questions regarding this proposal, please do not hesitate to contact me. We look forward to working with the Town on this important project.

Sincerely:

McGILL ASSOCIATES, PA



MICHAEL J. NORRIS, PLA
Project Manager

ACCEPTANCE: Sign: _____ Date: _____
Print: _____ Title: _____

Pre-Audit –This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Director: _____ Date: _____



**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 Capital Projects Fund – Transportation to account for design and engineering services for the Woodside Drive Pedestrian Facility and road enhancements.
- 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 | \$ 149,000 |
| Decrease line item 319-3001-57100
Construction | \$ 149,000 |
- 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 10th day of November, 2025.

Jennifer Teague, Mayor

ATTEST:

Janet Rackley, Town Clerk