AGENDA
Regular Town Board Meeting
April 19, 2021 - 6:00 PM
HUNTERSVILLE RECREATION CENTER (11836 Verhoeff Drive)

Meeting Information *This meeting will be held in person at the Huntersville Recreation Center located at 11836 Verhoeff Drive, Huntersville, NC and virtually via livestream at https://www.facebook.com/HuntersvilleNCTownGovernment. The public is invited to attend and comment during public comments or during any public hearings (1) in person at the Huntersville Recreation Center, 11836 Verhoeff Drive or (2) by telephonic communication in accordance with instructions sent to persons who have registered with the Town Clerk no later than 3 p.m. on April 5, 2021. The public may also submit comments by e-mail to the Town Clerk. E-mailed comments received no later than 3 p.m. on April 5, 2021 will be included in the record of the meeting. The Town Clerk may be reached by e-mail to jpierson@huntersville.org or by phone at (704) 766-2202.*

1. Pre-meeting - 4:30 p.m.

1.A. Discuss CIP and seek budget direction for FY 22.

1.B. Discuss Contract Delegation Resolution.

2. Call to Order

3. Invocation - Moment of Silence

4. Pledge of Allegiance

5. Mayor and Commissioner Reports-Staff Questions

6. Public Comments, Requests, or Presentations - *Speakers are limited to 3 minutes. The Mayor reserves the right to shorten the time limit for speakers when an unusually large number of persons have signed up to speak. Speakers may not give all or a portion of their time to other speakers.*

7. Agenda Changes

8. Public Hearings

8.A. Conduct public hearing on Petition #R21-05, a request by Palillo Holdings, LLC to amend Petition #R08-12, approximately +/- 0.559 acres at the southeast corner of Statesville Road and Rich Hatchet Road from Neighborhood Center Conditional District to Neighborhood Center Conditional District for the purpose of revising building elevations (Parcel: 00927309). *(Brian Richards)*

8.B. Conduct public hearing concerning the Economic Development Agreement between the Town of Huntersville and Nutec, Inc. and the granting of incentive payments. *(Emily Sloop)*

9. Other Business

9.A. Consider adopting resolution to approve Nutec, Inc. incentive agreement. *(Emily Sloop)*

9.B. Consider approving budget amendment for reimbursement to Nutec in the amount of $11,621.27 per the Incentive Agreement with the use of General Fund Balance. *(Pattie McGinnis)*

9.C. **QUASI-JUDICIAL.** Conduct evidentiary hearing and consider decision on Trails End Subdivision Sketch Plan. *(Brian Richards)*

9.D. Consider decision on request by Palillo Holdings, LLC for the Statesville Road Mixed Use Rezoning #R20-04 regarding phasing of TIA related improvements. *(Stephen Trott)*

9.E. Consider approving revisions to the Rules of Procedure for the Town Board. *(Emily Sloop)*

9.F. Consider adoption of Public Comment and Public Hearing Policy. *(Emily Sloop)*

9.G. Consider appointment to the Public Art Commission. *(Tracy Houk)*

9.H. Consider approving LKN Kiwanis mural for Veterans Park bathroom. *(Mayor Aneralla)*

9.I. Consider adopting Resolution to accept the NCDOT TIP #U-5908 Main Street Upgrades Construction Contract. *(Lora Mastrofrancesco)*

9.J. Consider approving budget amendment increasing the price associated for the Main Street Project by $8,192,932, using $3,892,932 of General Fund Balance and $4,300,000 from Charlotte Water. *(Pattie McGinnis)*

10. Consent Agenda

10.A. Approve the minutes of the March 1, 2021 Regular Town Board Meeting. *(Janet Pierson)*

10.B. Adopt Resolution to award the proposal for the Rosedale Nature Park Signage Project and approve the construction contract. *(Michael Jaycocks)*

10.C. Approve Tax Refund Reports from Mecklenburg County. *(Pattie McGinnis)*

10.D. Adopt Resolution authorizing Interlocal Agreement pertaining to provision of Animal Control Services by the City of Charlotte to the Town of Huntersville. *(Bence Hoyle)*

10.E. Call a public hearing for Monday, May 3, 2021 at 6:00 p.m. at the Huntersville Recreation Center, 11836 Verhoeff Drive, on the North Point Road traffic calming request. *(Stephen Trott)*

10.F. Call a public hearing for Monday, May 17, 2021 at 6:00 p.m. at the Huntersville Recreation Center, 11836 Verhoeff Drive, on Petition #ANNEX21-02, a request by Skybrook West LLC to annex 21.04-acres (Billings Property) into the Town of Huntersville. *(David Peete)*

10.G. Call a public hearing for Monday, May 17, 2021, at 6:00 p.m. at the Huntersville Recreation Center, 11836 Verhoeff Drive, to receive comments on the proposed budget for Fiscal Year 2021-2022. *(Anthony Roberts)*

11. Closing Comments

12. Adjourn

Town of Huntersville
Town Board
April 19, 2021

To: Town Board

From: Gabriela Gresely-Zaravelis

Date: April 19, 2021

Subject: Discuss Contract Delegation Resolution.

EXPLAIN REQUEST:

ACTION RECOMMENDED:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Updated Contract Delegation Resolution

RESOLUTION DELEGATING AUTHORITY TO AWARD CERTAIN CONTRACTS

WHEREAS, the Town of Huntersville has been granted certain corporate powers, including but not limited to, the power to contract; and

WHEREAS, pursuant to N.C.G.S. § 160A-12, when a power is conferred by charter or general law without direction or restriction as to how it is to be exercised or performed, such power may be carried into execution as provided by resolution of the Board of Commissioners; and

WHEREAS, pursuant to N.C.G.S. § 160A-148, the Town Manager is the chief administrator for the Town and shall perform such duties as the Board of Commissioners may require or authorize; and

WHEREAS, on October 21, 2019, the Board of Commissioners delegated the authority to the Town Manager to award qualifications-based selection contracts under § N.C.G.S. 143-64.31 without Board approval when the estimated fee of the contract is less than $50,000; and

WHEREAS, § N.C.G.S. 143-64.32 does not require approval from the Board of Commissioners for qualification-based selection contracts; and

WHEREAS, N.C.G.S. §143-129 currently allows the Board of Commissioners to delegate authority to approve, award and execute contracts and amendments to contracts in the following amounts:

i) less than $500,000 for construction and repair, and

ii) any amount for apparatus, supplies, materials, and equipment, excluding sole source and piggyback awards as set forth in N.C.G.S. §143-129(e)(6) and (g)); and

WHEREAS, the North Carolina General Statutes generally do not restrict the Board of Commissioners' power to delegate authority to enter into or amend service contracts, or contracts that do not involve the payment of money by the Town; and

WHEREAS, to increase efficiency in the Town's contracting process consistent with the changes in award authority enacted by the General Assembly, the Board of Commissioners desires to delegate the award of certain contracts and amendments to the Town Manager; and

NOW THEREFORE, be it resolved by the Town of Huntersville Board of Commissioners, that:

1. Except as may be limited by law, the Town Manager and any Deputy or Assistant Town Manager(s) as duly authorized by the Town Manager are authorized to: (a) approve, award, and execute contracts and amendments to contracts, of any kind or nature, including those for qualifications-based selection, when the expected expenditure of Town funds is less than $300,000, provided that the Board of Commissioners shall have approved a sufficient appropriation in the annual budget for the current fiscal year for the general purpose specified in the contract; and (b) approve and execute contracts that do not require an expenditure of funds by the Town. Further, subject to any restrictions or limitations that may be imposed by the Town Manager, each Deputy or Assistant Town Manager is authorized to approve, award, and execute contracts and amendments for the purchase of apparatus, supplies,

materials and equipment when the expected expenditure of Town funds is less than $100,000, provided that the Board of Commissioners shall have approved a sufficient appropriation in the annual budget for the current fiscal year for the general purpose specified in the contract.

2. Authority to execute and make non-substantial changes to contracts approved by Board of Commissioners

The Town Manager and each of the Town Manager's duly authorized designees are authorized to: (a) execute contracts awarded or approved by the Board of Commissioners, and (b) make technical corrections and minor modifications to a contract approved by the Board of Commissioners, consistent with the spirit and intent of what the Board of Commissioners approved.

3. Authority to execute grant applications and grants.

The Town Manager and each of the Town Manager's duly authorized designees are authorized to execute grant applications, grant awards and grant agreements when the amount of any Town match is within budgeted appropriations.

4. Authority to Delegate.

Except as may be limited by law, the Town Manager may delegate the authority conferred by this resolution to Deputy or Assistant Town Managers in such amounts as the Town Manager may determine from time to time.

5. This resolution supersedes any prior delegation of authority regarding the subjects of this resolution.

6. The Board of Commissioners directs that this resolution be reflected in the minutes of the Huntersville Board of Commissioners.

7. This resolution shall become effective upon adoption.

Adopted this __ day of _____, 2021.

_____
John Aneralla, Mayor, Town of Huntersville

ATTEST:

_____
Janet Pierson, Clerk to the Board

Town of Huntersville
Town Board
April 19, 2021

To: Town Board

From: Brian Richards, Assistant Director

Date: April 19, 2021

Subject: Conduct public hearing on Petition #R21-05, a request by Palillo Holdings, LLC to amend Petition #R08-12, approximately +/- 0.559 acres at the southeast corner of Statesville Road and Rich Hatchet Road from Neighborhood Center Conditional District to Neighborhood Center Conditional District for the purpose of revising building elevations (Parcel: 00927309). *(Brian Richards)*

EXPLAIN REQUEST:

Hold a Public Hearing on Monday, April 19, 2021 at 6:00 p.m. R21-05, a request by Palillo Holdings, LLC to amend R08-12 approximately +/- 0.559 acres at the Southeast corner of Statesville Rd and Rich Hatchett Rd from Neighborhood Center Conditional District (NC-CD) to Neighborhood Center Conditional District (NC-CD) for the purpose of revising building elevations. Parcel: 00927309

ACTION RECOMMENDED:

Hold a Public Hearing on Monday, April 19, 2021 at 6:00 p.m. R21-05, a request by Palillo Holdings, LLC to amend R08-12 approximately +/- 0.559 acres at the Southeast corner of Statesville Rd and Rich Hatchett Rd from Neighborhood Center Conditional District (NC-CD) to Neighborhood Center Conditional District (NC-CD) for the purpose of revising building elevations. Parcel: 00927309

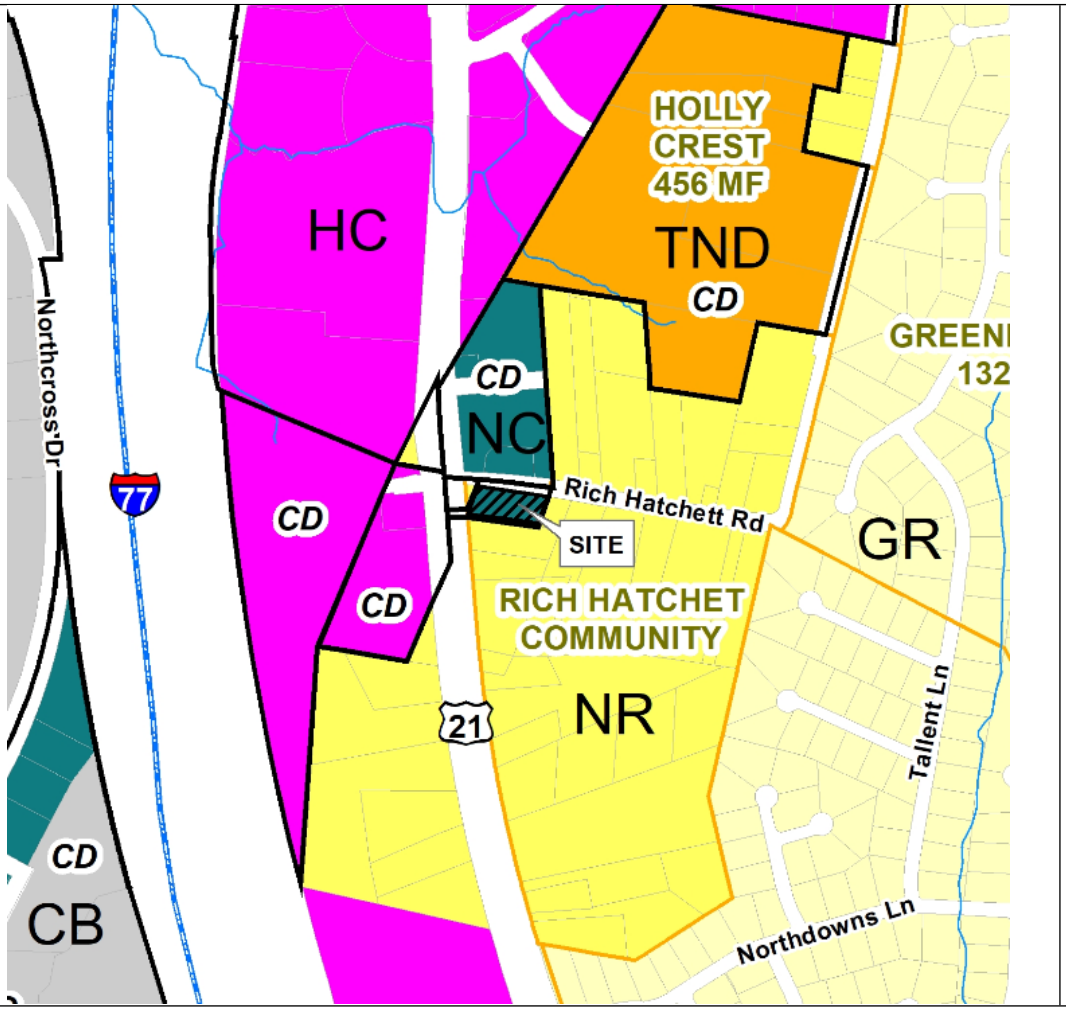
FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. A - Application
2. B - R21-08 Rezoning Plan
3. C - Neighborhood Meeting
4. D - R08-12 Spectrum Hearing Approved Plan 3-20-09

Petition R21-05
Symphony Park Sales Center

PART 1: PROJECT SUMMARY



Applicant: Jake Palillo, Palillo Holdings LLC

Property Owner: BRLR NC LLC

Property Address: 9526 Rich Hatchet Rd

Project Size: (+/-) 0.559 acres

Parcel Numbers: 00927309

Current Zoning: Neighborhood Center Conditional District (NC-CD).

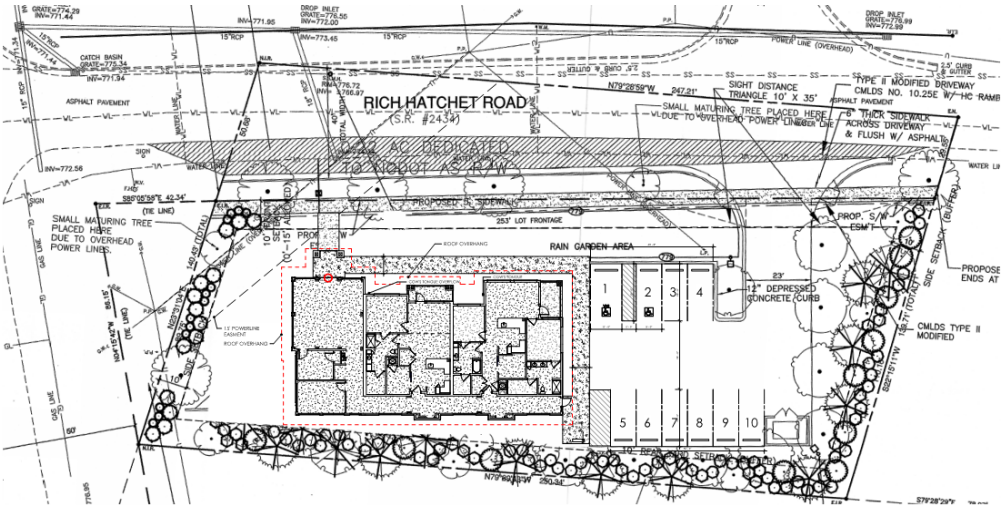
Current Land Use: Vacant,

Proposed Zoning: Neighborhood Center Conditional District (NC-CD).

Proposed Land Use: Commercial (Sales Office)

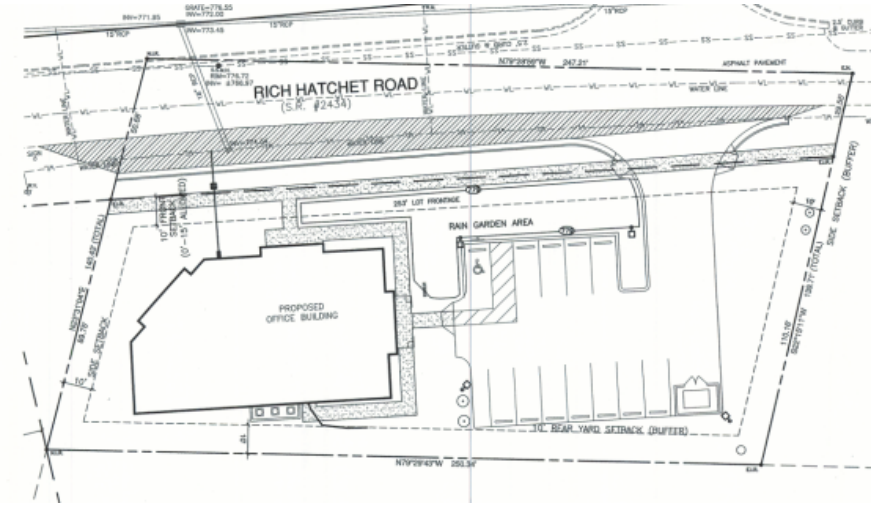
1. Purpose: The proposed site is currently zoned Neighborhood Center Conditional District (NC-CD). The Applicant is requesting to revise the building elevations that were approved as part of Rezoning R08-12. The allowed uses would remain as Commercial (Office) 4,141 SqFt.
2. Adjoining Zoning and Land Uses.
   - North: Neighborhood Center – Commercial/Office.
   - South: Neighborhood Residential – Single Family Homes & Church.
   - East: Neighborhood Residential – Single Family Homes.
   - West: Highway Commercial – Commercial & Vacant.
3. A neighborhood meeting was held on Wednesday March 24, 2021 and the questions asked by residents and the responses from the applicants are summarized in the Neighborhood Meeting Report (see Attachment C).
4. Notice for this rezoning petition was sent via letter to adjoining property owners; a legal ad placed in the Charlotte Observer; and posting of rezoning signs on the property along Statesville Rd & Rich Hatchet Rd.

PART 2: REZONING/SITE PLAN

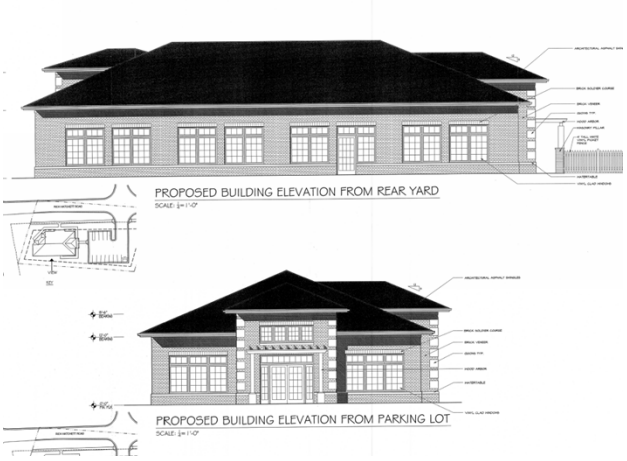


The proposed Conditional District Rezoning Plan will revise the approved building elevations. The site plan will remain generally the same as approved per R08-12. Detailed elevations are included in Attachments B & E

R08-12 Site Plan:



R08-12 – Approved



R21-05 - Proposed

PART 3: TRANSPORTATION ISSUES

Traffic Impact Analysis (TIA)

A TIA was not required. NCDOT will review a driveway permit during Commercial Site Plan review.

PART 4: ADEQUATE PUBLIC FACILITIES (APF)

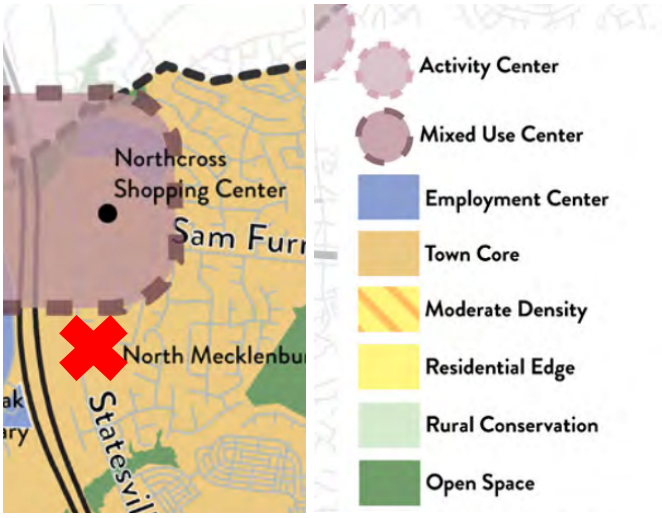
Under the provisions of the APF Ordinance, all residential development greater than twenty (20) dwelling units or non-residential development involving 10,000 square feet or more of floor area are required to receive a "Determination of Adequacy (DOA)" for the following public facilities: fire station, fire vehicles, police station, police vehicles, indoor park and recreation facilities, and parks acreage. The proposed Conditional District Rezoning met both required thresholds for submission of an APF application, and the proposed Rezoning Plan (and associated subdivision) is subject to the requirements of the APFO.

A Determination of Adequacy (DOA) was not required due to the facility being less than 10,000 square feet.

PART 5: REZONING CRITERIA

Article 11.4.7(d) of the Zoning Ordinance states that "in considering any petition to reclassify property, the Planning Board in its recommendation and the Town Board in its decision shall take into consideration any identified relevant adopted land-use plans for the area including, but not limited to, comprehensive plans, strategic plans, district plans, area plans, neighborhood plans, corridor plans, and other land-use policy documents".

2040 Huntersville Community Plan



STAFF COMMENT – The 2040 Huntersville Community Plan DOES SUPPORT this project through the following sections:

- **Policy LU 6.2:** Commercial uses are encouraged in the Town Core and specified in adopted Small Area Plans.
  Comment: This project will provide a Commercial (Office) use in the Town Core.

- **Policy EV 2.1:** Promote and encourage local businesses, particularly small businesses.
  - Foster a dynamic, diversified, and inclusive business climate that highlights why the Town of Huntersville can support private investment and locally expanding businesses.

  Comment: Pallilo Holdings is a locally owned and operated business. The building will serve as the sales center for a Congregate Care Facility for approximately two years then convert to a property management office afterward.

Article 11 Section 11.4.7(e) of the Zoning Ordinance states that: "in considering any petition to reclassify property the Planning Board in its recommendation and the Town Board in its decision should consider:

1. **Whether the proposed reclassification is consistent with the overall character of existing development in the immediate vicinity of the subject property.**
   STAFF COMMENT:
   The proposed rezoning for the Symphony Park Sales Center is consistent with the overall character of the surrounding area. The proposed Commercial (Office) use is in keeping with R08-12 and surrounding development.

2. **The adequacy of public facilities and services intended to serve the subject property, including but not limited to roadways, transit service, parks and recreational facilities, police and fire protection, hospitals and medical services, schools, storm water drainage systems, water supplies, and wastewater and refuse disposal.**
   STAFF COMMENT:
   The APFO Ordinance does not apply due to the building being less than 10,000 Square Feet.

3. **Whether the proposed reclassification will adversely affect a known archeological, environmental, historical or cultural resource."**
   STAFF COMMENT:
   Planning staff has no indication that the request will adversely affect known archeological, environmental, historical or cultural resources.

PART 6: STAFF RECOMMENDATION

In considering the proposed rezoning petition R21-05, Symphony Park Sales Center, Staff recommends approval. The amendment being consistent with the Huntersville 2040 Community Plan, specifically, Policies LU 6.2 and EV 2.1.

It is reasonable and in the public interest to amend the Zoning Ordinance because the rezoning is consistent with the existing development patterns in the area. The revised building elevations are in keeping with other developments within the area

PART 7: PUBLIC HEARING COMMENTS

A Public Hearing is schedules for April 19, 2021.

PART 8: PLANNING BOARD RECOMMENDATION

Planning Board tentatively scheduled for April 27, 2021.

PART 9: ATTACHMENTS/ENCLOSURES

Attachments
A – Rezoning Application
B – Proposed CD Rezoning Plan
C – Neighborhood Meeting Report (March 24, 2021)
D – R08-12 Approved Rezoning Plan

PART 10: CONSISTENCY STATEMENT – R21-05 Symphony Park Sales Center

Planning Department	Planning Board	Board of Commissioners
APPROVAL: In considering the proposed rezoning application R21-05; Symphony Parks Sales Center, the Planning Staff RECOMMENDS APPROVAL FOR the rezoning as it is consistent with Policies LU 6.2 and EV 2.1 of the 2040 Community Plan. **It is reasonable and in the public interest to rezone +/- 0.559 acres (as described in attachment B) from Neighborhood Center Conditional District (NC-CD) to Neighborhood Center Conditional District (NC-CD) the rezoning is consistent with the existing development patterns in the area. The revised building elevations are in keeping with other developments within the area.**	APPROVAL: In considering the proposed rezoning application R21-05; Symphony Parks Sales Center, the Planning Board recommends approval based on the Plan being consistent with **(insert applicable plan reference)**. **It is reasonable and in the public interest to approve the Rezoning Plan because… (Explain)**	APPROVAL: In considering the proposed rezoning application R21-05; Symphony Park Sales Center, the Town Board recommends approval based on the Plan being consistent with **(insert applicable plan reference)**. **It is reasonable and in the public interest to approve the Rezoning Plan because… (Explain)**
	DENIAL: In considering the proposed rezoning application R21-05; Symphony Park Sales Center, the Planning Board recommends denial based on the Plan being **(consistent OR inconsistent) with (insert applicable plan reference).** **It is not reasonable and in the public interest to approve the Rezoning Plan because… (Explain)**	DENIAL: In considering the proposed rezoning application R21-05; Symphony Park Sales Center, the Town Board recommends denial based on the Plan being **(consistent OR inconsistent) with (insert applicable plan reference).** **It is not reasonable and in the public interest to approve the Rezoning Plan because… (Explain)**

Town of Huntersville
NORTH CAROLINA

General Application

INCOMPLETE SUBMISSIONS WILL NOT BE ACCEPTED. PLEASE CHECK ALL ITEMS CAREFULLY.

1. Application Type

Please indicate the type of application you are submitting. In addition to the application, the submission process for each application type can be found at https://www.huntersville.org/528/Permits-Process

☐ Change of Use	SUBDIVISION CATEGORIES: Per the Huntersville Subdivision Ordinance
☐ Commercial Site Plan	☐ Sketch Plan
☐ Conditional Rezoning	☐ Preliminary Plan
☐ General Rezoning	☐ Final Plat (Includes Minor Subdivision)
☐ Master Signage Program	☐ Exempt Subdivision
☐ Special Use Permit	☐ Final Plat Revision
☒ Revision to Original Project # R08-12	☐ Farmhouse Cluster
☐ Other _____	

2. Project Data

Date of Application 02/25/21

Name of Project Symphony Park Sales Center Phase # (if subdivision) _____

Project Address 9526 Rich Hatchet Road Huntersville, NC 28078

Parcel Identification Number(s) (PIN) 009-273-09

Current Zoning District NC - CD Proposed District (for rezoning only) _____

Property Size (acres) 0.559 AC Street Frontage (feet) 250

Current Land Use Commercial

Proposed Land Use(s) Commercial

Is the project within Huntersville's corporate limits?
Yes ✓ No _____ If no, does the applicant intend to voluntarily annex? _____

3. Description of Request

Explain the nature of this request. If a separate sheet is necessary, please attach to this application.

Conditional Rezoning Amendment of R08-12 to allow for modifications to the architectural elevations.

4. Site Plan Submittals

Consult the particular type of *Review Process* for the application type selected above. These can be found at https://www.huntersville.org/528/Permits-Process.

5. Outside Agency Information

Other agencies may have applications and fees associated with the land development process. The *Review Process* list includes plan documents needed for most town and county reviewing agencies. For major subdivisions, commercial site plans, and rezoning petitions please enclose a copy of the Charlotte-Mecklenburg Utility *Willingness to Serve* letter for the subject property.

6. Applicant

Printed Name Palillo Holdings, LLC. Phone 704-363-7902

☐ Corporation ☒ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

☐ By signature below, I hereby acknowledge, as/on behalf of (circle one) the applicant my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

Signature _____ Printed Name: Jacob J. Palillo

Title Member Email jpalillo@aol.com

Address of Applicant 18611 Starcreek Dr., Cornelius NC 28031

7. Property Owner (if different than applicant)

*Printed Name BRLR NC LLC Phone 704-206-8312

☐ Corporation ☒ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

☑ By signature below, I hereby acknowledge, as/on behalf of (circle one) the owner my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

Signature By: _____ Printed Name Ryland A. Winston, Jr.

Title Manager Email RWinston@Collett.biz

Address of Property Owner 829 Ardsley Road, Charlotte, NC 28207

* Property owner hereby grants permission to the Town of Huntersville personnel to enter the subject property for any purpose required in processing this application.

Every owner of each parcel included in this application, or the owner (s) duly authorized agent, must sign this application. If signed by an agent on behalf of the Owner, this application MUST be accompanied by a notarized Limited Power of Attorney signed by the property owner (s), specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID APPLICATION. **If additional space is needed for signatures, attach the Town of Huntersville Signature Addendum Form.**

8. Development/Design Firm Contact Information

Palillo Holdings, LLC.	Jake Palillo	704-363-7902	jpalillo@aol.com
Development Firm	Name of Contact	Phone	Email
ColeJenest & Stone, PA	Sean Paone	704-971-4538	spaone@colejeneststone.com
Design Firm	Name of Contact	Phone	Email

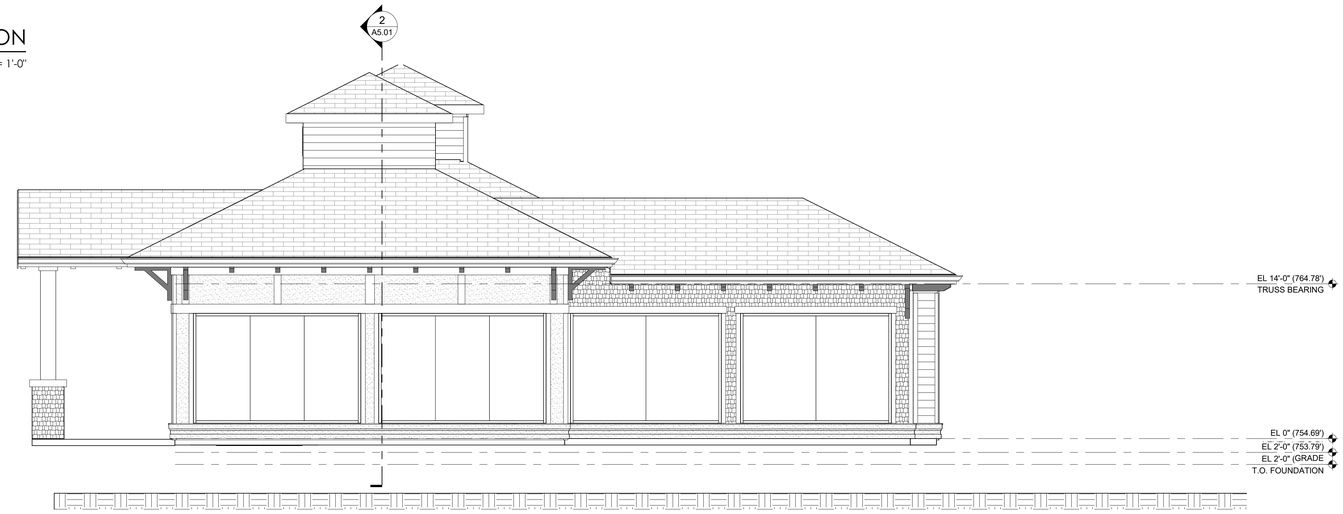
Contact Information

Town of Huntersville	Phone:	704-875-7000
Planning Department	Fax:	704-992-5528
PO Box 664	Physical Address:	105 Gilead Road, Third Floor
Huntersville, NC 28070	Website:	https://www.huntersville.org/228/Planning-Department

Rich Hatchet Rd Elevation

2 A4.01 PLAN NORTH ELEVATION

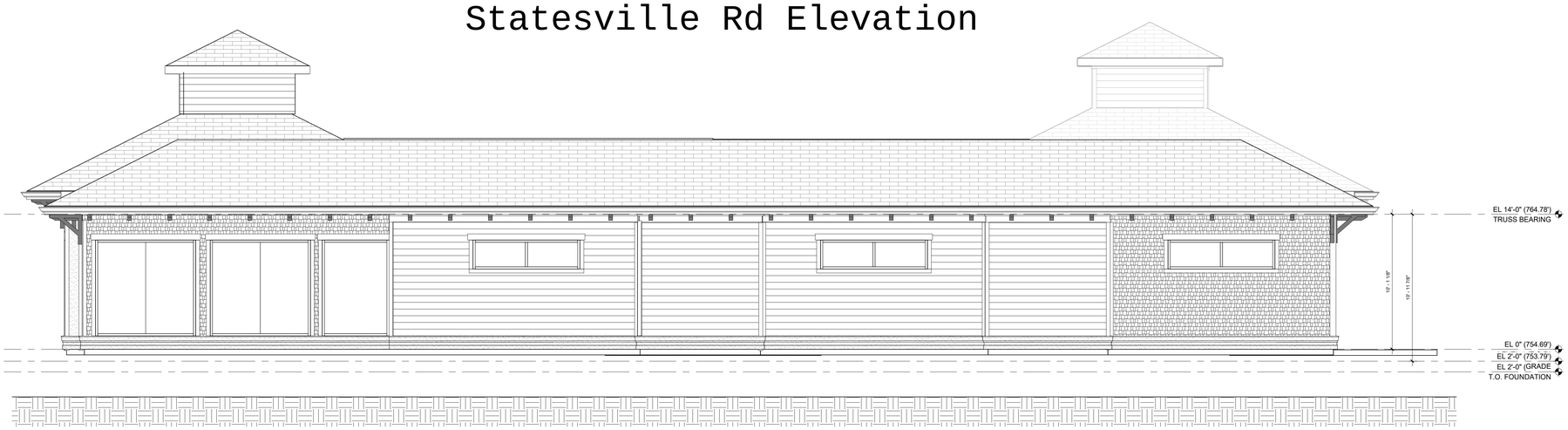
SCALE: 1/4" = 1'-0"



3 A4.01 PLAN WEST ELEVATION

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

Statesville Rd Elevation



1 A4.01 PLAN SOUTH ELEVATION

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

GENERAL NOTES:

MATERIAL (A) AND COLOR AT FACE OF BAY RETURNS AROUND THE SIDES AND BACK TO THE BUILDING. (TYP.)

EXTERIOR FINISHES:

ASR-1 - ASPHALT SHINGLE ROOF W/ 6:12 SLOPE

SSMR-1 - STANDING SEAM METAL ROOF

BRK-1 - MASONRY VENEER

FC-1 - FIBER CEMENT SHAKES W/ FC TRIM

FC-2 - FIBER CEMENT LAP SIDING W/ 7" REVEAL & FC TRIM

FC-3 - FIBER CEMENT FLAT PANEL W/ FC TRIM

R-1 - POWDER COAT ALUMINUM RAILING

R-2 - STEEL CABLE RAIL W/ POWDER COAT STEEL TOP RAIL

W-1 - WHITE VINYL WINDOW SYSTEM (BASIS OF DESIGN: PLYGEM)

W-2 - WHITE VINYL WINDOW W/ SIMULATED DIVIDED LITE MUNTINS (BASIS OF DESIGN: PLYCEM)

SF-1 - STOREFRONT WINDOW/ENTRY SYSTEM

CW-1 - CURTAIN WALL SYSTEM

BS-1 - PREFABRICATED ALUMINUM BAHAMA SHUTTER

PMC-1 - PREFABRICATED MTL CANOPY

PML-1 - PREMANUFACUTRED MTL LOUVER

WDC-1 - PAINTED WOOD CORBELS

FGD-1 - FIBER GLASS UNIT BALCONY DOOR

BB+M ARCHITECTURE

BEACHAM BUNCE + MANLEY ARCHITECTURE PLLC

1435 WEST MOREHEAD STREET
SUITE 160
CHARLOTTE, NC 28208
704.334.1716

WWW.BBM-ARCH.COM

NOT FOR CONSTRUCTION

DESIGN DEVELOPMENT

SYMPHONY PARK - MODEL SHOWROOM

LOCATION / HUNTERSVILLE, NC
PROJECT # / 20BPD400
DATE / 02-12-2021
DRAWN / CR/JG

COPYRIGHT 2021 BB+M ARCHITECTURE PLLC.

Revisions

No.	Description	Date

EXTERIOR ELEVATIONS

A4.01

GENERAL NOTES:

MATERIAL (A) AND COLOR AT FACE OF BAY RETURNS AROUND THE SIDES AND BACK TO THE BUILDING. (TYP.)

EXTERIOR FINISHES:

ASR-1 - ASPHALT SHINGLE ROOF W/ 6:12 SLOPE

SSMR-1 - STANDING SEAM METAL ROOF

BRK-1 - MASONRY VENEER

FC-1 - FIBER CEMENT SHAKES W/ FC TRIM

FC-2 - FIBER CEMENT LAP SIDING W/ 7" REVEAL & FC TRIM

FC-3 - FIBER CEMENT FLAT PANEL W/ FC TRIM

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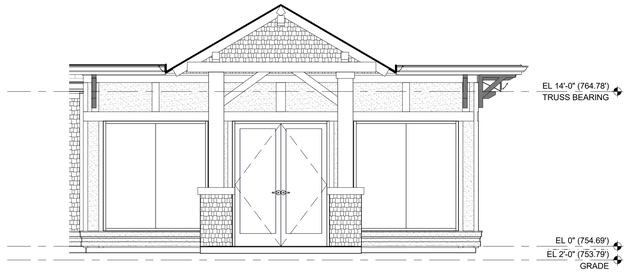
PMC-1 - PREFABRICATED MTL CANOPY

PML-1 - PREMANUFACUTRED MTL LOUVER

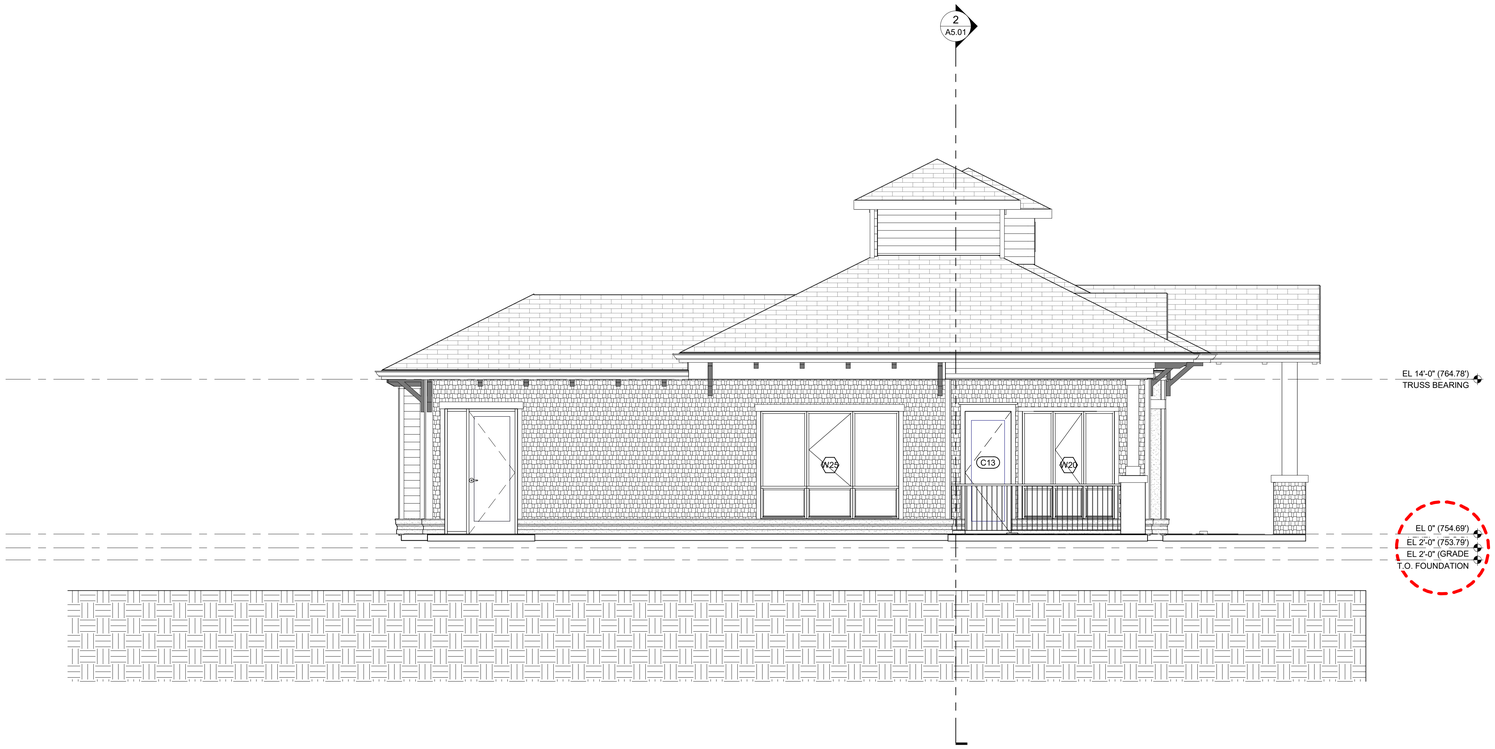
WDC-1 - PAINTED WOOD CORBELS

FGD-1 - FIBER GLASS UNIT BALCONY DOOR



2 A4.02 ELEVATION - MAIN ENTRY WALL

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



1 A4.02 PLAN EAST ELEVATION

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

BB+M ARCHITECTURE

BEACHAM BUNCE + MANLEY ARCHITECTURE PLLC

1435 WEST MOREHEAD STREET
SUITE 160
CHARLOTTE, NC 28208
704.334.1716

WWW.BBM-ARCH.COM

NOT FOR CONSTRUCTION

DESIGN DEVELOPMENT

SYMPHONY PARK - MODEL SHOWROOM

LOCATION / HUNTERSVILLE, NC
PROJECT # / 20BPD400
DATE / 02-12-2021
DRAWN / CR/JG

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Revisions

No.	Description	Date

EXTERIOR ELEVATIONS

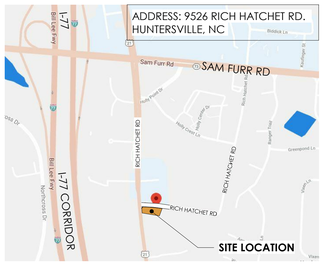
A4.02

ARCHITECTURAL SITE PLAN NOTES:

1. ARCHITECTURAL SITE PLAN IS FOR GENERAL INFORMATION REGARDING THE RELATIONSHIP BETWEEN THE BUILDING AND THE SITE ONLY. REFER TO CIVIL DRAWINGS FOR SPECIFIC SITE PLAN INFORMATION.
2. REFER TO CIVIL/LANDSCAPE DRAWINGS FOR ALL SITE AMENITY LOCATIONS AND DETAILS.
3. SEE ELECTRICAL DRAWINGS FOR LOCATIONS OF ALL TRANSFORMERS, METERS, ETC.
4. ALL ACCESSIBLE PATHS TO SLOPE MAXIMUM OF 5% WITH A MAXIMUM CROSS SLOPE OF 2%.
5. GEOTECHNICAL INFORMATION IS PROVIDED IN A REPORT INCLUDED IN SPECIFICATIONS.
6. REFER TO CIVIL SHEET C-200 FOR PARKING COUNTS. PARKING COUNTS ARE ALSO IDENTIFIED ON OVERALL FLOOR PLANS, SHEETS A1.00 THROUGH A1.05.

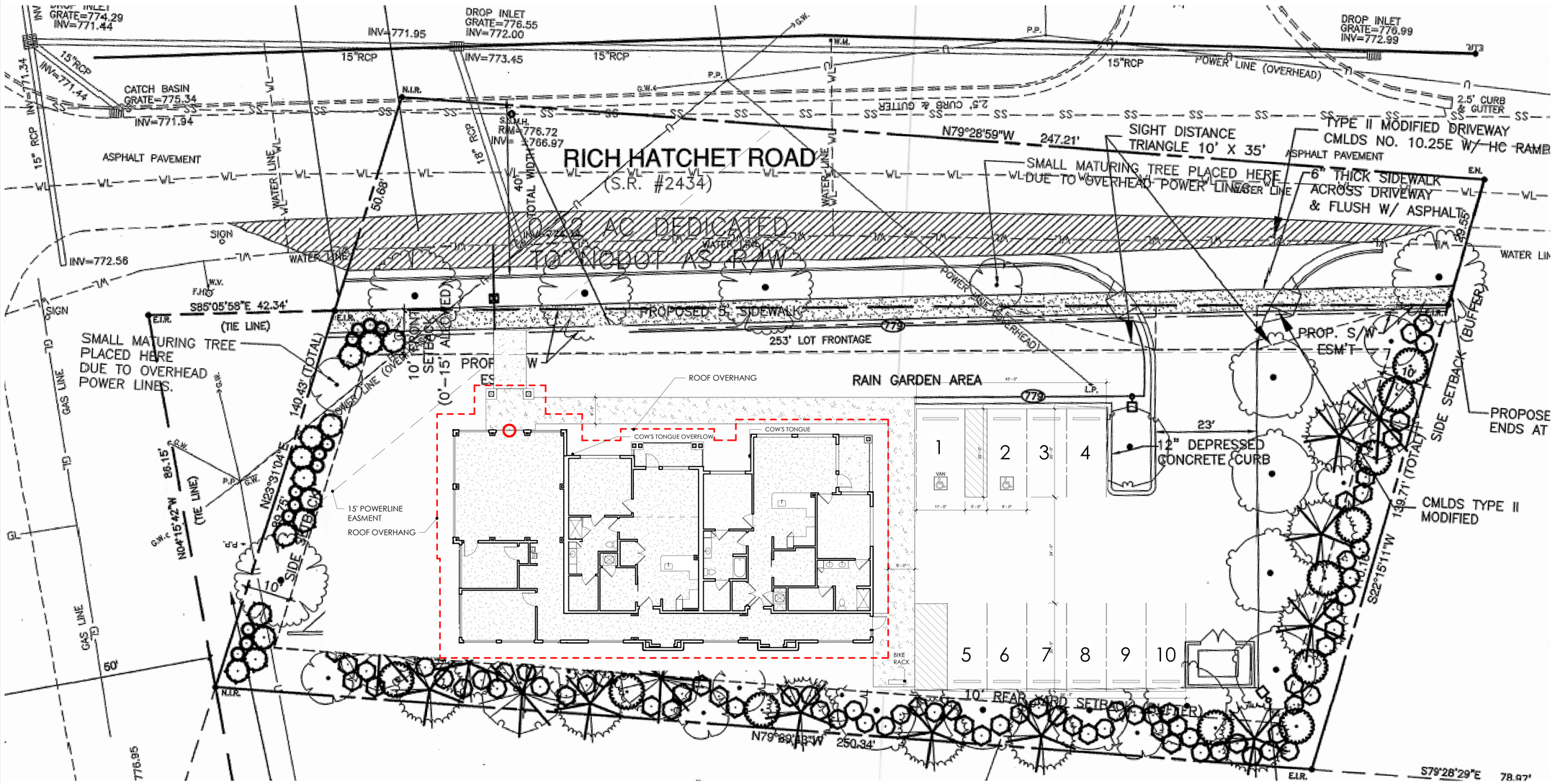
SITE PLAN LEGEND

- EXTENTS OF 3 HOUR FIRE WALL BETWEEN RESIDENTIAL UNITS AND PHASES
- ACCESSIBLE ENTRANCE LOCATION
- SITE AREA
- BUILDING STRUCTURE



PARKING NOTES

PARKING SPACE REQUIRMENTS: 1/500SF
AREA 4,098 SF
1/500=8.196 SPACES
10 SPACES PROVIDED
3 TOTAL ADA STALLS (INCLUDES 1 VAN)



BBM ARCHITECTURE

BEACHAM BUNCE + MANLEY ARCHITECTURE PLLC

1435 WEST MOREHEAD STREET
SUITE 160
CHARLOTTE, NC 28208
704.334.1716

WWW.BBM-ARCH.COM

NOT FOR CONSTRUCTION

DESIGN DEVELOPMENT

SYMPHONY PARK - MODEL SHOWROOM

LOCATION / HUNTERSVILLE, NC
PROJECT # / 20BPD400
DATE / 02-12-2021
DRAWN / DC

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Revisions

No.	Description	Date

ARCHITECTURAL SITE PLAN

A0.01

VIRTUAL COMMUNITY MEETING REPORT
Petitioner: Palillo Holdings, LLC.
Rezoning Petition No. R21-05

Virtual Community Meeting – Wednesday, March 24, 2021 5:00 P.M.
Zoom Meeting Invite:
https://zoom.us/j/93283973592?pwd=NFFKbm9MaXVvQjVLaEZhQVVpQnNzQT09
Meeting ID: 932 8397 3592

Community Meeting Notifications
Neighboring Individuals and organizations, as identified by the Town of Huntersville, were mailed written notices of the date and time of the Virtual Community Meeting on March 24 at 5:00 P.M.

Virtual Community Meeting Presenters
The virtual Community Meeting presenters included Petitioner representative Frances Miramon of ColeJenest & Stone, and Jake Palillo of Palillo Holdings, LLC.

Community Meeting Attendees
The following individuals attended the March 24th Community Meeting:

Brian Richards (Town of Huntersville)
Adam Hayes (ColeJenest&Stone)
Gloria Potts
Darlene Barnes

This Community Meeting Report is being filed with the Town of Huntersville Planning Department.

Community Meeting Summary

The Petitioner's representatives provided a presentation during the Community Meeting, a copy of the presentation is attached at the end of the report for record.

Frances Miramon led off the meeting with introductions of the petitioner and petitioner's representatives.

Frances utilized an aerial image of the area to identify the specific property associated with this petition and provided contextual markers such as surrounding streets, and the existing commercial and residential developments to give reference of the site's location.

Next, Frances spoke to the existing zoning of the site utilizing an aerial image with color overlays indicating zoning classification.

Frances then went through the existing elevations associated with the previous rezoning petition R08-12. and then the proposed elevations associated with this petition. Jake Palillo spoke to the buildings proposed use as a Real Estate Office/Sales Center. The plan is to utilize the building for the first two years as a Sales Center for the Symphony Home Senior Living Project located off Sam Furr Road. Following two years, the building will be used as a Real Estate Office. Mr. Palillo spoke to the elevations saying the building will be primarily glass with two mockup model homes on either end. Lastly, Frances reviewed over the new site plan associated with the revised building. Frances emphasized that this petition is only for a modification to the existing elevations associated with R08-12.

Lastly, Frances provided the current schedule of events relating to this rezoning request. Based on the rezoning schedule the Public Hearing is scheduled for Monday, April 19.

The Community Meeting was then devoted to a question, answer and comment session. Set out

below is a summary of the questions provided by the attendees and responses to the comments and concerns that were expressed at the meeting.

Question/Answer

1. **Who did you send this communication to in the Rich Hatchet Road Community? How many households did you all share this information with so that others might join the call? How were they notified?**

Response: The Town of Huntersville requires that all property owners within 250' of the petitioned property be notified. Everyone falling within this radius along with any neighborhood association, owner association, or property associations within 2,000 feet of the site were notified. The notification letters were mailed out to all required properties per the Town of Huntersville Zoning Ordinance Article 11.4.3 (d). Brian Richards explained that this meeting was the applicant's meeting and that the Public Hearing, which the town puts on, would be on April 19th. Brian Richards explained that the town would notify community members through the website, additional mailers, property signage and a legal ad in the Charlotte Observer.

2. **The space that we are talking about is a Commercial Building built to support other buildings that you are doing on Sam Furr. Is that correct?**

Response: Mr. Palillo explained that the building is to be a used as a real estate office. He explained that model homes of the Sam Furr Independent Living Facility will be included on site to give potential residents a feel of their potential new home. Mr. Palillo emphasized that there will not be a lot of traffic coming in and out and that most visitors will be in their 70s. He clarified that Independent Living starts around 70-75 years of age.

3. **Is this the first meeting about this subject for residents in the town?**

Response: Yes, that is correct. Brian Richards further explained that this meeting is put on by the developer and that it is the developer's introduction of the project to the public. The first public hearing will be on April 19th and will be held at the Huntersville Rec Center.

4. **The 0.55 Ac would accommodate the building and the parking, correct?**

Response: Yes, the site would accommodate both. Brian Richards explained the reason behind this rezoning petition is solely to allow for revisions to the architectural elevations that were previously association with R08-12.

5. **Is this presentation available for sharing?**

Response: Absolutely, you can email fmiramon@colejeneststone.com.

6. **250' sounds like such a small distance.**

Response: Brian Richards explained that the state on requires properties within 100' be notified and that the town has actually extended that radius to 250'. He also again emphasized that any neighborhood association, owner association, or property associations within 2,000 feet of the site were notified.

Concluding the question-and-answer portion of the Community Meeting, Brian Richards along with Jake Palillo and Frances Miramon thanked the attendees for attending the meeting and stated that the presentation along with contact information on the petition team will be available via the Town of Huntersville website.

This Community Meeting report is being emailed to Brian Richards, Town of Huntersville on April 1, 2021.

Sincerely,

Frances Miramon

cc: Brian Richards, Town of Huntersville Planning Department (via e-mail)
Jake Palillo, Palillo Holdings, LLC. (via e-mail)

SYMPHONY PARK SALES CENTER
REZONING R21-05

NEIGHBORHOOD MEETING - MARCH 24, 2021

HUNTERSVILLE, NC

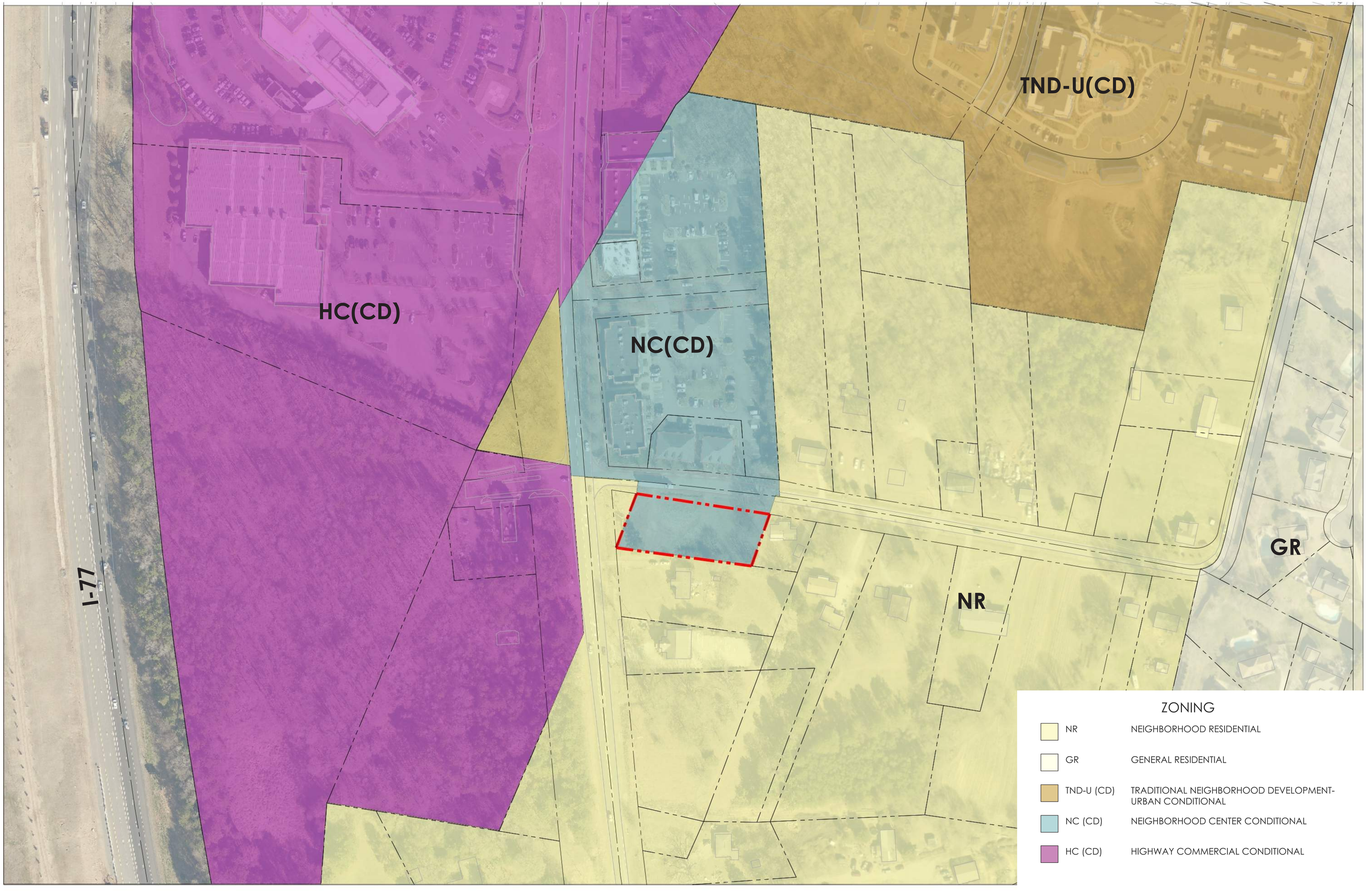
ColeJenest & Stone

BB+M ARCHITECTURE

SYMPHONY PARK SALES CENTER- CONTEXT MAP

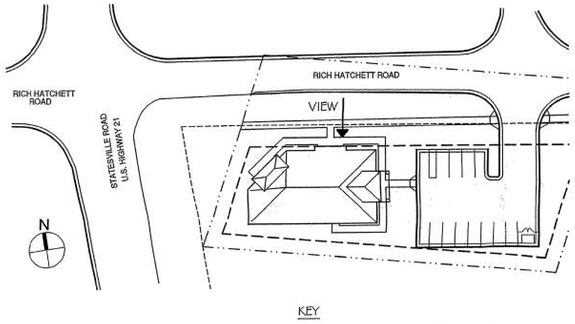
COLEJENEST & STONE | 03.23.2021 | 04680.00

0 30' 60' 120'



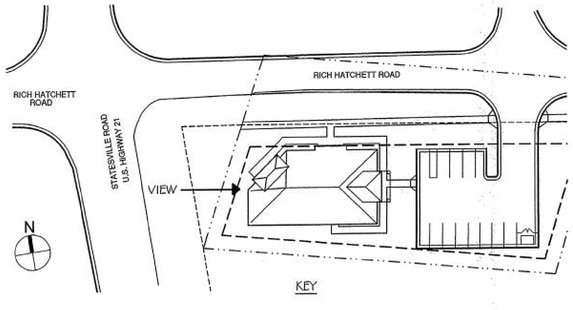
SYMPHONY PARK SALES CENTER- ZONING MAP

COLEJENEST & STONE I 03.23.2021 I 04680.00



PROPOSED BUILDING ELEVATION FROM RICH HATCHETT ROAD

SCALE: $\frac{1}{4}$= 1'-0"

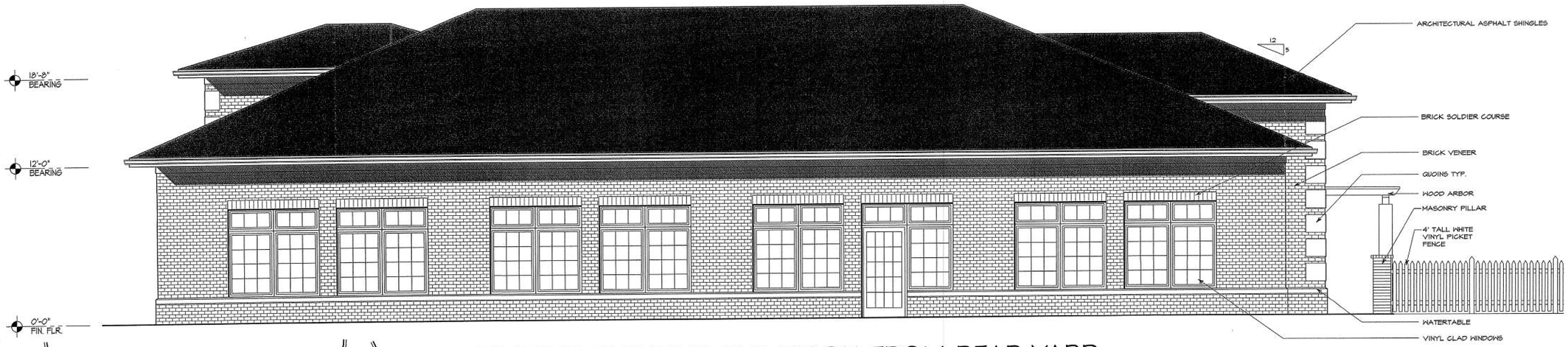


PROPOSED BUILDING ELEVATION FROM STATESVILLE ROAD

SCALE: $\frac{1}{4}$= 1'-0"

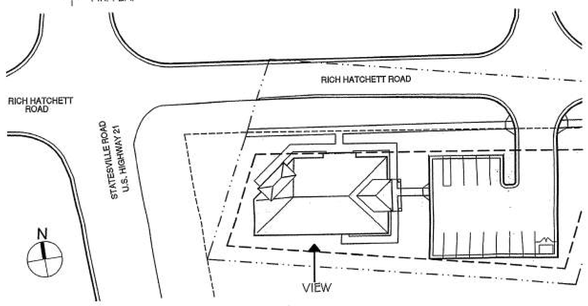
SYMPHONY PARK SALES CENTER- PREVIOUS ELEVATIONS (R08-12)

COLEJENEST & STONE I 03.23.2021 I 04680.00



PROPOSED BUILDING ELEVATION FROM REAR YARD

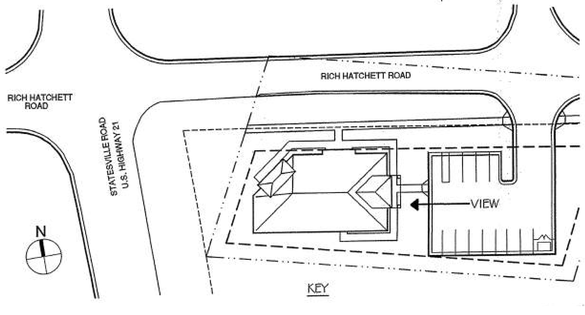
SCALE: $\frac{1}{4}$= 1'-0"



KEY

PROPOSED BUILDING ELEVATION FROM PARKING LOT

SCALE: $\frac{1}{4}$= 1'-0"



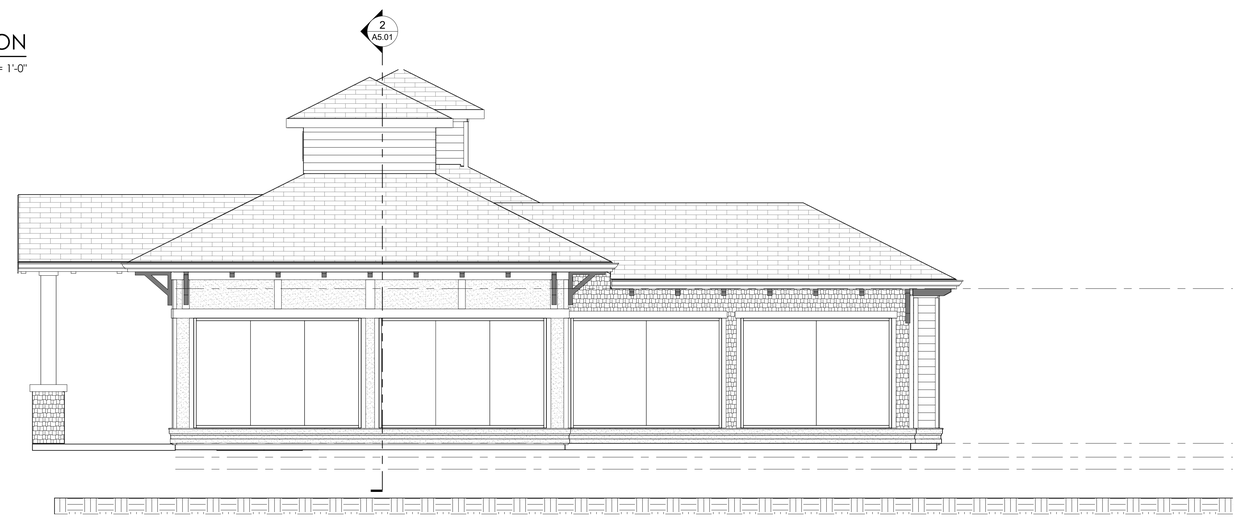
KEY

SYMPHONY PARK SALES CENTER- PREVIOUS ELEVATIONS (R08-12)

COLEJENEST & STONE | 03.23.2021 | 04680.00

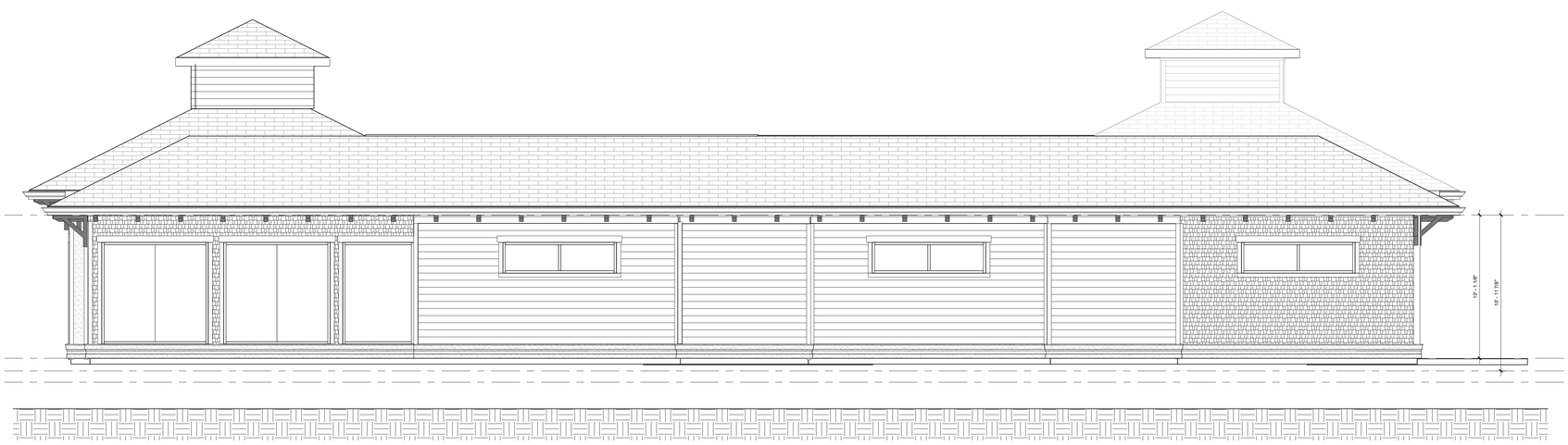
2 A4.01 PLAN NORTH ELEVATION

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



3 A4.01 PLAN WEST ELEVATION

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



1 A4.01 PLAN SOUTH ELEVATION

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

SYMPHONY PARK SALES CENTER- PROPOSED ELEVATIONS

COLEJENEST & STONE I 03.23.2021 I 04680.00

GENERAL NOTES:

MATERIAL (A) AND COLOR AT FACE OF BAY RETURNS AROUND THE SIDES AND BACK TO THE BUILDING. (TYP.)

EXTERIOR FINISHES:

ASR-1 - ASPHALT SHINGLE ROOF W/ 6:12 SLOPE

SSMR-1 - STANDING SEAM METAL ROOF

BRK-1 - MASONRY VENEER

FC-1 - FIBER CEMENT SHAKES W/ FC TRIM

FC-2 - FIBER CEMENT LAP SIDING W/ 7" REVEAL & FC TRIM

FC-3 - FIBER CEMENT FLAT PANEL W/ FC TRIM

R-1 - POWDER COAT ALUMINUM RAILING

R-2 - STEEL CABLE RAIL W/ POWDER COAT STEEL TOP RAIL

W-1 - WHITE VINYL WINDOW SYSTEM (BASIS OF DESIGN: PLYGEM)

W-2 - WHITE VINYL WINDOW W/ SIMULATED DIVIDED LITE MUNTINS (BASIS OF DESIGN: PLYCEM)

SF-1 - STOREFRONT WINDOW/ENTRY SYSTEM

CW-1 - CURTAIN WALL SYSTEM

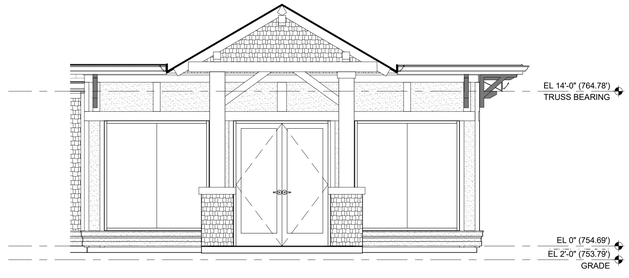
BS-1 - PREFABRICATED ALUMINUM BAHAMA SHUTTER

PMC-1 - PREFABRICATED MTL CANOPY

PML-1 - PREMANUFACUTRED MTL LOUVER

WDC-1 - PAINTED WOOD CORBELS

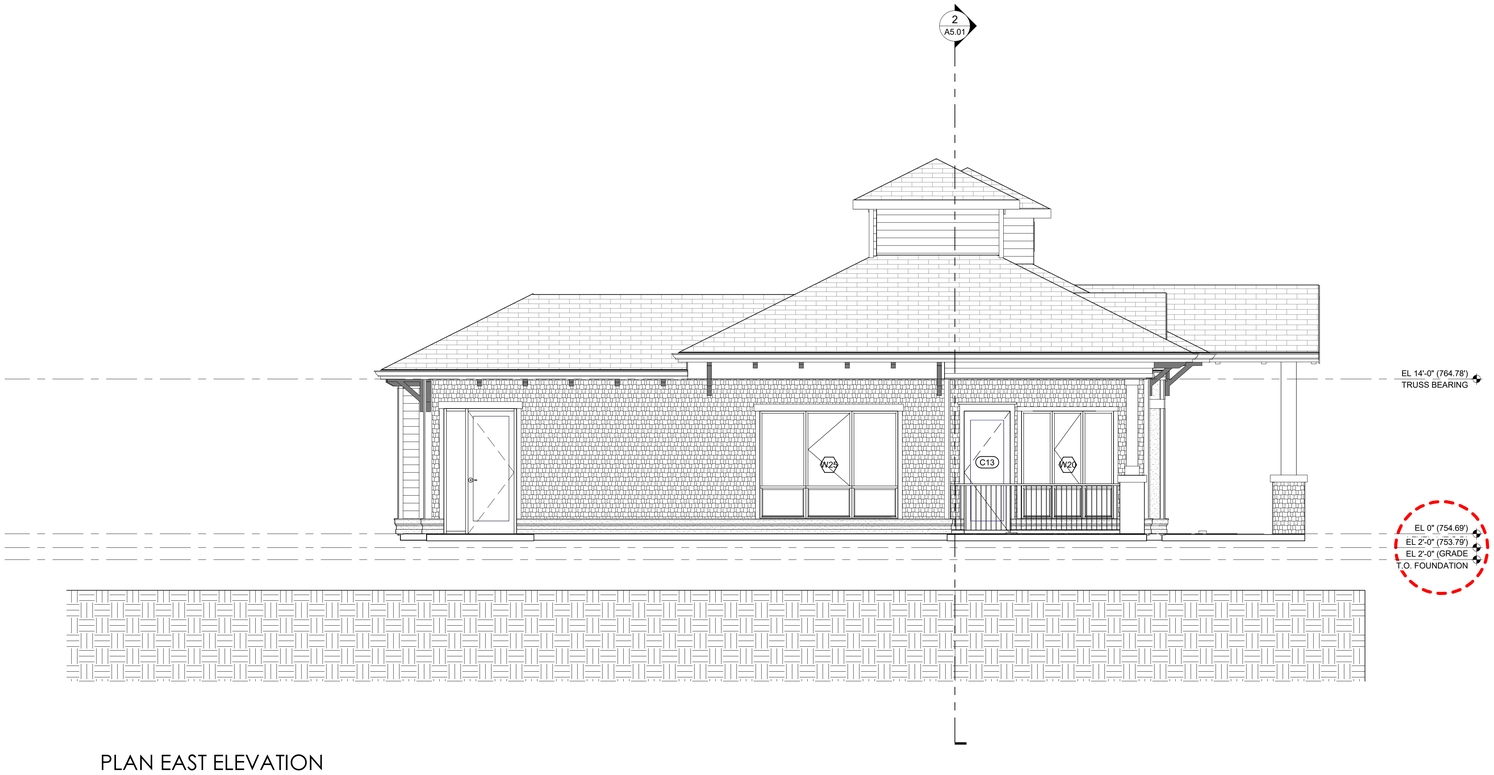
FGD-1 - FIBER GLASS UNIT BALCONY DOOR



2
A4.02

ELEVATION - MAIN ENTRY WALL

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



1
A4.02

PLAN EAST ELEVATION

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

SYMPHONY PARK SALES CENTER- PROPOSED ELEVATIONS

COLEJENEST & STONE I 03.23.2021 I 04680.00

ARCHITECTURAL SITE PLAN NOTES:

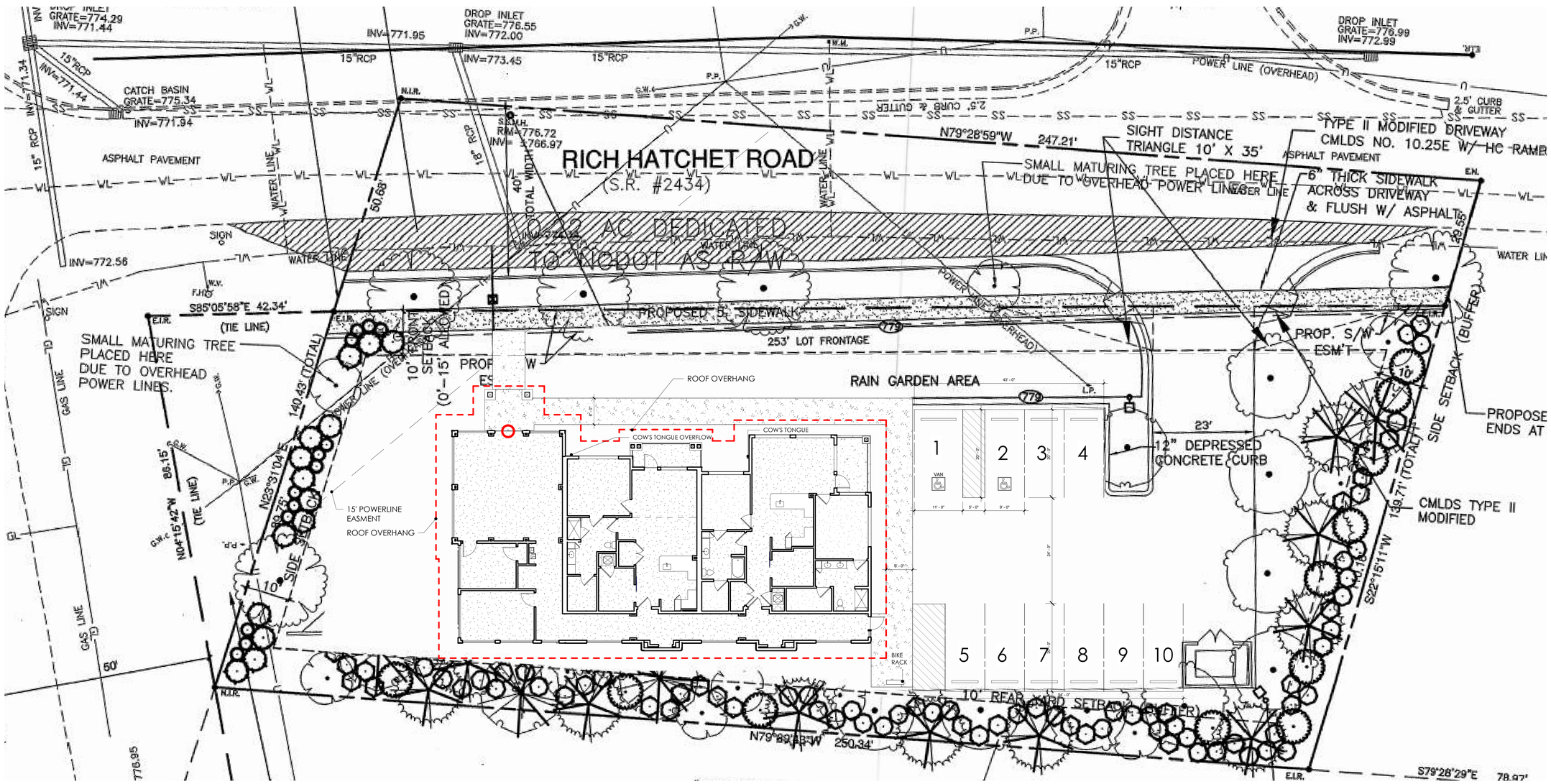
1. ARCHITECTURAL SITE PLAN IS FOR GENERAL INFORMATION REGARDING THE RELATIONSHIP BETWEEN THE BUILDING AND THE SITE ONLY. REFER TO CIVIL DRAWINGS FOR SPECIFIC SITE PLAN INFORMATION.
2. REFER TO CIVIL/LANDSCAPE DRAWINGS FOR ALL SITE AMENITY LOCATIONS AND DETAILS.
3. SEE ELECTRICAL DRAWINGS FOR LOCATIONS OF ALL TRANSFORMERS, METERS, ETC.
4. ALL ACCESSIBLE PATHS TO SLOPE MAXIMUM OF 5% WITH A MAXIMUM CROSS SLOPE OF 2%.
5. GEOTECHNICAL INFORMATION IS PROVIDED IN A REPORT INCLUDED IN SPECIFICATIONS.
6. REFER TO CIVIL SHEET C-200 FOR PARKING COUNTS. PARKING COUNTS ARE ALSO IDENTIFIED ON OVERALL FLOOR PLANS, SHEETS A1.00 THROUGH A1.05.

SITE PLAN LEGEND

- EXTENTS OF 3 HOUR FIRE WALL BETWEEN RESIDENTIAL UNITS AND PHASES
- ACCESSIBLE ENTRANCE LOCATION
- SITE AREA
- BUILDING STRUCTURE

PARKING NOTES

PARKING SPACE REQUIRMENTS: 1/500SF
AREA 4,098 SF
1/500=8.196 SPACES
10 SPACES PROVIDED
3 TOTAL ADA STALLS (INCLUDES 1 VAN)



SYMPHONY PARK SALES CENTER- CONCEPTUAL SITE PLAN

COLEJENEST & STONE | 03.23.2021 | 04680.00

NTS

Rezoning Schedule to amend R08-12

March 24	Neighborhood Meeting
April 19	Town of Huntersville Town Board Public Hearing
April 27	Town of Huntersville Planning Board Recommendation Meeting
May 17	Town of Huntersville Town Board Public Final Action Meeting

Ear Rx Office Building

REZONING PLAN

9526 Rich Hatchet Road - Huntersville, NC

Ear Rx
16300 Statesville Road
Huntersville, NC 28078

WSP • SELLS
Transportation & Infrastructure
128 Overhill Drive, Suite 105 • Mooresville, NC 28117
T: 704.662.0100 F: 704.662.0101
www.wspsells.com

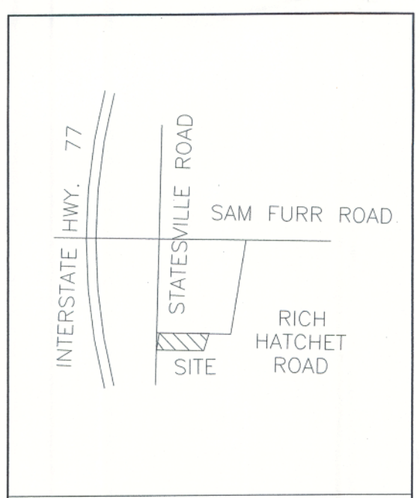
SHEET INDEX

SHEET C0.2	EXISTING CONDITIONS PLAN
SHEET C1.0	REZONING PLAN
SHEET L1.0	LANDSCAPE PLAN

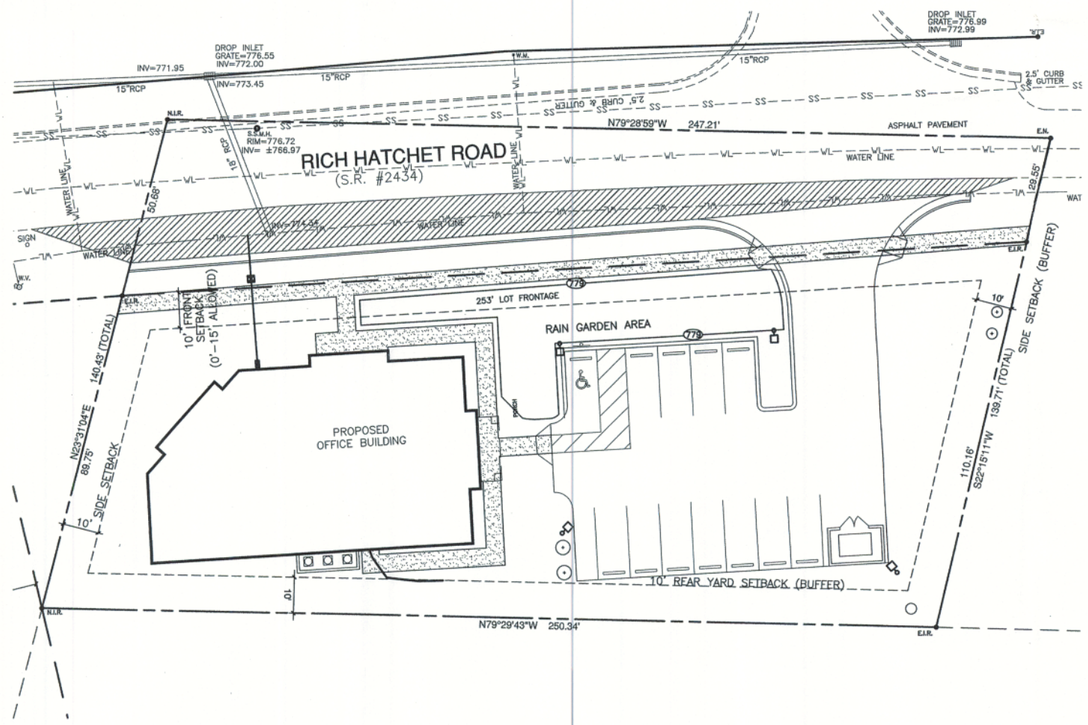
REZONING PETITION R08-12
APPROVED BY THE TOWN OF HUNTERSVILLE
Planning Staff 3/20/09 Date

Approved 2-16-09
R08-12
Carried Unanimously

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT 1181 KARL A. FRITSCHEN
Karl A. Fritschen
12/29/08



VICINITY MAP NOT TO SCALE



1"=20'

PROJECT TEAM

Developers:

Ear Rx
Attn: Michelle Le
16300 Statesville Road
Huntersville, NC 28078
704-237-9110

Civil Engineer, Surveyor, Planner, Landscape Architect:

WSP-Sells, Inc.
128 Overhill Drive, Suite 105
Mooresville, NC 28117
704-662-0100

Architect:

MWT Architecture, P.C.
520 Collins Aikman Drive, Suite 200
Charlotte, NC 28262
704-947-9772

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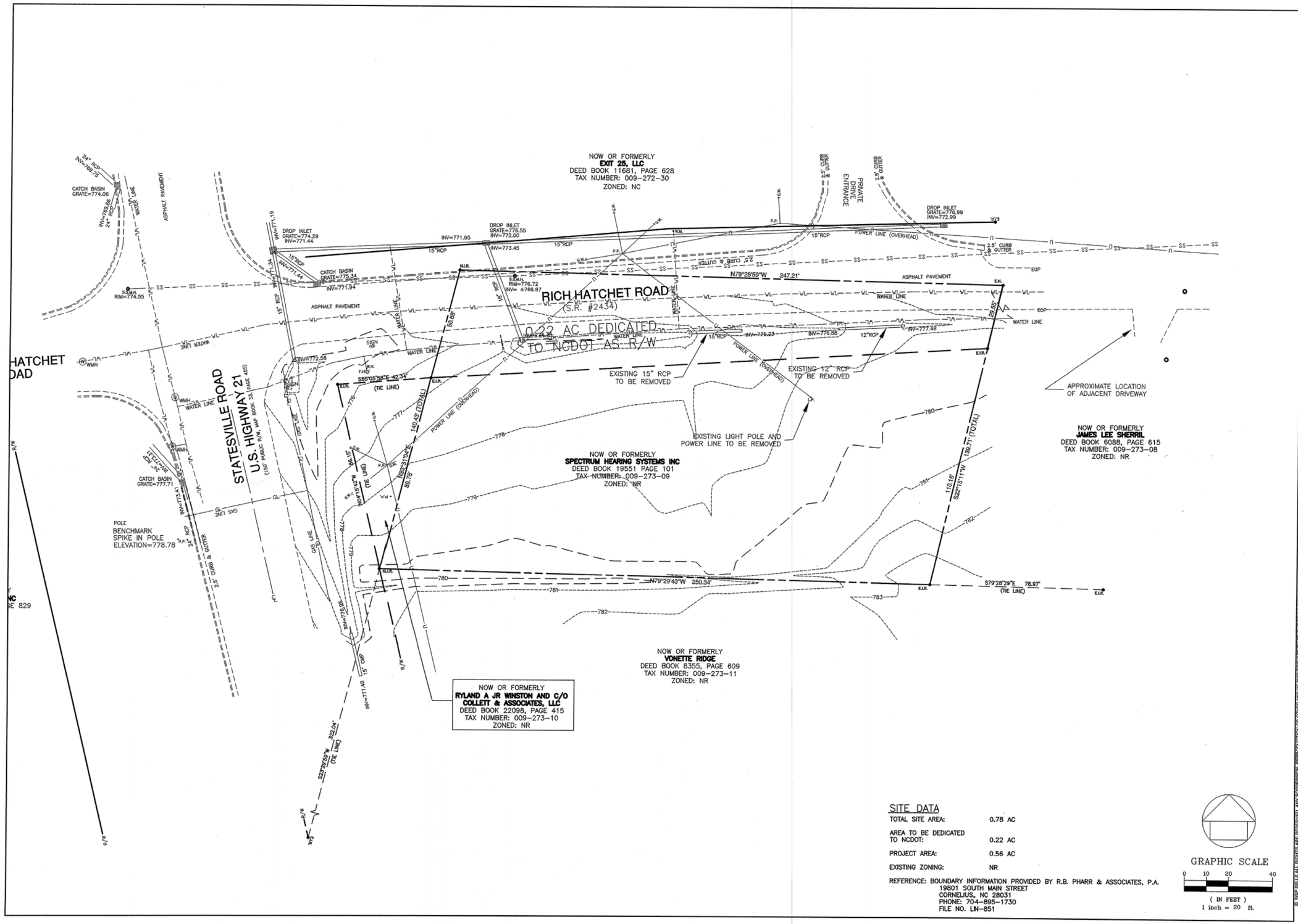
PROJECT NAME: Ear Rx Office Building, Huntersville, NC
PROJECT # 08-0007
DATE: DECEMBER 1, 2008



SITE DATA

TOTAL SITE AREA:	0.78 AC
AREA TO BE DEDICATED TO NCDOT:	0.22 AC
PROJECT AREA:	0.56 AC
EXISTING ZONING:	NR

REFERENCE: BOUNDARY INFORMATION PROVIDED BY R.B. PHARR & ASSOCIATES, P.A.
19801 SOUTH MAIN STREET
CORNELIUS, NC 28031
PHONE: 704-895-1730
FILE NO. LN-851

GRAPHIC SCALE

0 10 20 40

(IN FEET)
1 inch = 20 ft.

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www.wspsells.com

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT 1181 KARL A. FRUTSCHEY
12/29/08

EarRx Office Building

9526 Rich Hatchet Road. - Huntersville, NC

EarRx
16300 Statesville Road
Huntersville, NC 28078

REVISIONS

PROJECT #: 06-6067 DATE: 12/01/08

DRAWN BY: GB CHECKED BY: DB

TITLE

EXISTING CONDITIONS

SHEET

C0.2

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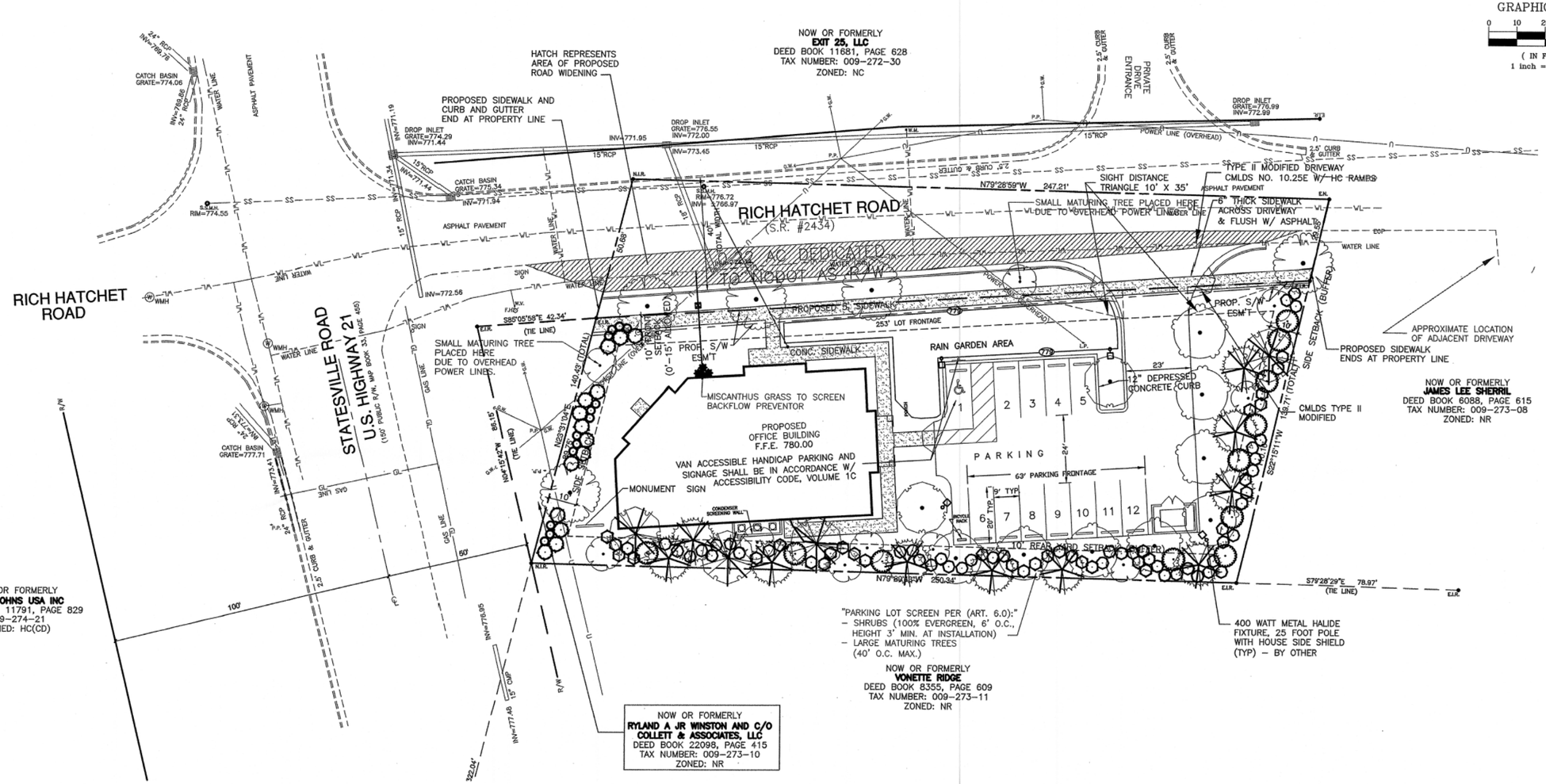

SITE DATA

Name of Owner:	SPECTRUM HEARING SYSTEMS INC
Address of Owner:	18636 Starcreek Drive, Suite E, Cornelius, NC 28031
Address:	9526 Rich Hatchett Rd.
Tax Parcel:	009-273-09
Site Area:	0.7812 Acre
Building Area:	4,532 Square Feet
Parking Required (4,532/500):	9.1 Cars
Parking Provided:	12 Cars
Present Zoning:	NR- Neighborhood Residential
Rezoning:	NC- (CD)- Neighborhood Center - Conditional District
Proposed Use:	Commercial Use/Medical Office
Building Lot Type:	Urban Workplace

NOTES:

1) Traffic created by this proposed use is not anticipated to exceed that of a development with 50 residential units.

2) The existing site has no significant trees.

3) The condenser screening wall shall be built to a height of 3' with a facade matching that of the principal building.

4) This plan shall adhere to all Town of Huntersville; Mecklenburg County; Water Quality Requirements.

5) Site is located outside of all Lake Norman; Mountain Island Lake Overlay Watershed Districts.

6) Bike parking with steel bike rack as required per Art. 6.0.

7) Parking lot lights shall be on standards ranging from 8'-30' in height meeting Art. 8.26.

8) Estimated completion date: December 2009

9) Site waste collection to be by dumbster with screening

10) All lighting will comply with Article 8.26 of the zoning ordinance.

LANDSCAPE NOTES:

1) In addition to plantings required for buffer (Art. 7.5.3) footnote #5 shall apply. In the chart for Art. 7.5.3 shrubs shall be planted to create a complete visual buffer, shall be 3' high and 6'o.c. when installed, and shall mature to a height of 8'.

2) Parking lot screening will include a row of shrubs planted 6' o.c. at the perimeter. Minimum height at installation 3' and expected height at maturity is 6'. Large maturing canopy trees shall line the parking lot max. 40'o.c. Since lot is less than 35 cars no interior parking lot landscaping is required.

3) See Sheet L1.0 for additional landscaping information.

Survey information provided by R.B. Pharr & Associates, P.A.; 19801 S. Main Street; Cornelius, NC 28031; Phone: 704-895-1730
File No. LN-851

SITE INFORMATION:

Setbacks:
Front 0-15 feet
Rear 10 feet
Side Yard 10 feet

Sideyard Parking Frontage Calculation:
63'/253' = 0.25 OR 25% Provided
25% Allowed (per Art. 4.0 Urban Workplace)

Impervious Area:
Building 0.11 AC (4,640 SF including porch)
Sidewalk 0.02 AC (1,073 SF)
Pavement 0.15 AC (6,347 SF)
Total 0.28 AC

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2-9-09

EarRx Office Building

9526 Rich Hatchet Road. - Huntersville, NC

EarRx
16390 Statesville Road
Huntersville, NC 28078

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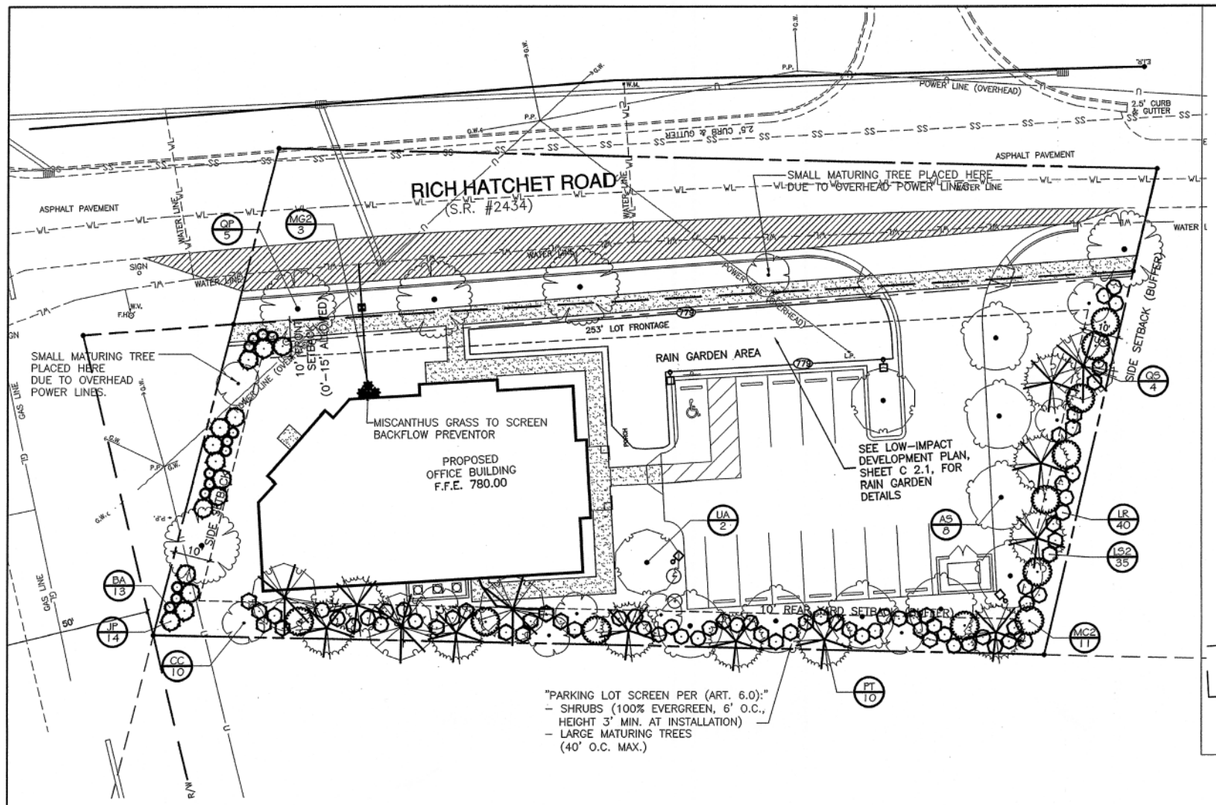
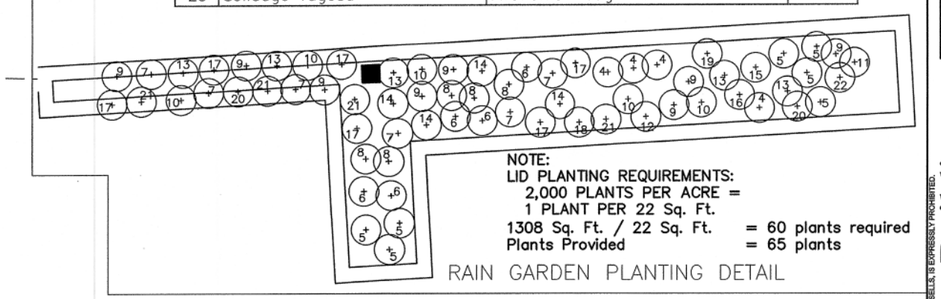
REVISIONS

PROJECT #: 06-6067 DATE: 12/01/08
DRAWN BY: GB CHECKED BY: DB
TITLE
REZONING PLAN
SHEET
C1.0

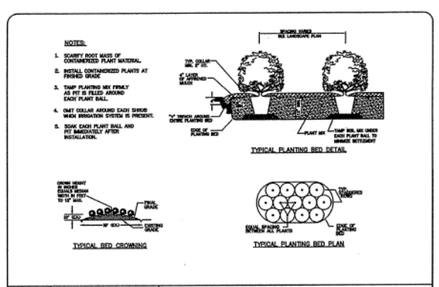


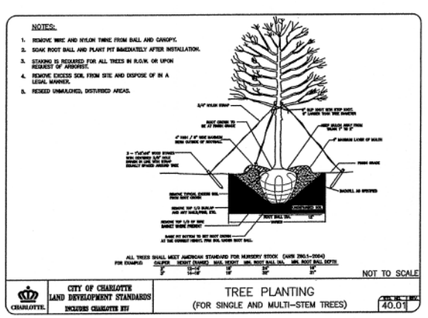
RAIN GARDEN PLANTING LEGEND			
Trees			
#	Scientific Name	Common Name	Qty
1	Acer rubrum	Red Maple	0
2	Myrica cerifera	Wax Myrtle	0
3	Magnolia virginiana	Sweet Bay Magnolia	0
Shrubs			
4	Clethra alnifolia	Hummingbird Clethra	4
5	Cornus serecia	Red Twig Dogwood	7
6	Ilex verticillata – male	Deciduous Holly	5
7	Ilex verticillata	Winter Red Deciduous Holly	6
8	Ilex vomitoria 'pendula'	Weeping Yaupon Holly	5
9	Itea virginica	Henry's Garnet Sweetspire	8
Herbaceous Plants			
10	Andropogon glomeratus	Bushy Bluestem	5
11	Aster nova-angliea	New England Aster	1
12	Aster oblongifolius	October Skies	1
13	Aster tataricus		4
14	Chasmanthium latifolium	River Oats	3
15	Helianthus angustifolia	Swamp Sunflower	1
16	Hibiscus coccineus	Red Hibiscus	1
17	Iris virginicus	Blue Flag Iris	6
18	Oenothera fruticosa	Sundrops	1
19	Panicum virgatum	Heavy Metal Switchgrass	1
20	Rudbeckia fulgida var. fulgida	Balck-eyed Susan	2
21	Schizachyrium scoparium	Little Bluestem	3
22	Silphium perfoliatum	Cup Plant	1
23	Solidago rugosa	Fireworks Rough-leafed Goldenrod	0



NOTE:
LID PLANTING REQUIREMENTS:
2,000 PLANTS PER ACRE =
1 PLANT PER 22 Sq. Ft.
1308 Sq. Ft. / 22 Sq. Ft. = 60 plants required
Plants Provided = 65 plants

RAIN GARDEN PLANTING DETAIL





BUFFER PLANTING REQUIREMENTS:
4 TREES PER 1000 SF OF BUFFER AREA , WITH 50% BEING LARGE MATURING, 25% SMALL MATURING, 25% OTHER 50% OF ALL TREES MUST BE EVERGREEN.

CALCULATION:
30'X359'=10,770 SF
10770 /1000=10.7
TREES
10.7X4=43 TREES, 21 LARGE,11 SMALL, 11OTHER, 22 EVERGREEN
SHRUBS
10.7X7=75 SHRUBS, ALL EVERGREEN

NOTES:
1. BACKFLOW PREVENTOR SHALL BE SCREENED IN ACCORDANCE WITH THE TOWN OF HUNTERSVILLE ZONING ORDINANCE

2. ALL MECHANICAL EQUIPMENT, METERS, TRANSFORMERS, AND HVAC EQUIPMENT TO BE PLACED INT EH REAR OF THE BUILDING AND SCREENED IN ACCORDANCE WITH THE TOWN OF HUNTERSVILLE ZONING ORDINANCE.

PLANT SCHEDULE

TREES	BOTANICAL	COMMON	CONT	CAL	QTY
AS	Acer rubrum `Red Sunset`	Red Sunset Maple	B & B	2.5"Cal	8
CC	Cercis canadensis	Eastern Redbud	B & B	2"Cal	10
PT	Pinus taeda	Loblolly Pine	10 gal	2.5"Cal	10
QP	Quercus phellos	Willow Oak	B & B	2.5"Cal	5
QS	Quercus shumardii	Shumard Red Oak	B & B	2.5"Cal	4
UA	Ulmus parvifolia `Allee`	Allee Lacebark Elm	B & B	2.5"Cal	2
SHRUBS	**BOTANICAL**	**COMMON**	**CONT**		**QTY**
BA	Berberis thunbergii `Atropurpurea Nana`	Dwarf Redleaf Japanses Barberry	2 gal		13
JP	Juniperus chinensis `Pfitzeriana Glauca`	Blue Pfitzer Juniper	5 gal		14
LR	Ligustrum japonicum `recurvifolium`	Wax leaf ligustrum	5 gal		40
LS2	Loropetalum chinense `Sizzling Pink`	Sizzling Pink Fringe Flower	5 gal		35
MG2	Miscanthus sinensis `Gracillimus`	Maiden Grass	5 gal		3
MC2	Myrica cerifera	Wax Myrtle	5 gal		11

LANDSCAPE NOTES:

1) All plantings shall be listed on the Town of Huntersville Approved Tree and Shrub List.

2) In addition to plantings required for buffer (Art. 7.5.3) footnote #5 shall apply. In the chart for Art. 7.5.3 shrubs shall be planted to create a complete visual buffer, shall be 3' high and 6'o.c. when installed, and shall mature to a height of 8'.

3) Parking lot screening will include a row of shrubs planted 6' o.c. at the perimeter. Minimum height at installation 3' and expected height at maturity is 6'. Large maturing canopy trees shall line the parking lot max. 40'o.c. Since lot is less than 35 cars no interior parking lot landscaping is required.

4) A final Certificate of Occupancy may be issued prior to the installation of trees and shrubs, excluding yard trees, during the non-planting season if a Cash Bond, Surety Bond or Letter of Credit is issued for 120% of the cost of materials and installation. Planting shall be completed during the next planting season.

5) The Planting season shall run from October 15 to March 15, except for extreme weather conditions as determined by staff. A final Certificate of Occupancy may be issued during the non-planting season in order to allow planting to occur during the next planting season.

6) Developers shall enter into a maintenance surety agreement with Mecklenburg County guaranteeing the viability of street trees and trees and shrubs planted in buffer yards for a period of 1 year following planting. The amount of the surety shall be equal to 50% of the value of the new trees or landscape material and their installation. The maintenance surety shall be provided when all of the required trees and shrubs have been planted.

GRAPHIC SCALE
0 10 20 40
(IN FEET)
1 inch = 20 ft.

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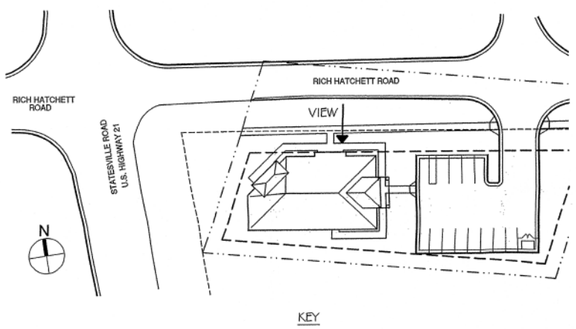
REVISIONS

PROJECT #: 06-6067 DATE: 12/01/08
DRAWN BY: GB CHECKED BY: DB
TITLE
LANDSCAPE PLAN
SHEET
L1.0

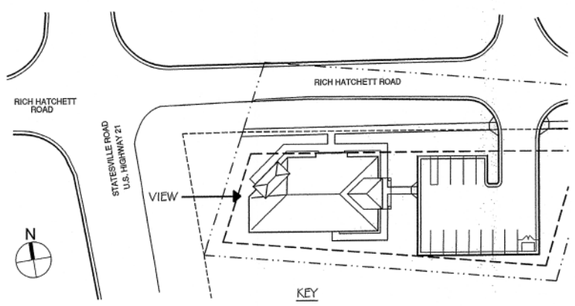
PROPOSED BUILDING ELEVATION FROM RICH HATCHETT ROAD

SCALE: $\frac{1}{4}$= 1'-0"



PROPOSED BUILDING ELEVATION FROM STATESVILLE ROAD

SCALE: $\frac{1}{4}$= 1'-0"



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Ph: 703.998.0206 Fax: 998.5234

REZONING
FOR
EAR RX

9526 RICH HATCHETT RD.
HUNTERSVILLE, NORTH CAROLINA
MECKLENBURG COUNTY

PROJECT NO:	08226
DATE:	10/6/08
DRAWN BY:	JDW
CHKD. BY:	JDW

ELEVATIONS

SHEET A301

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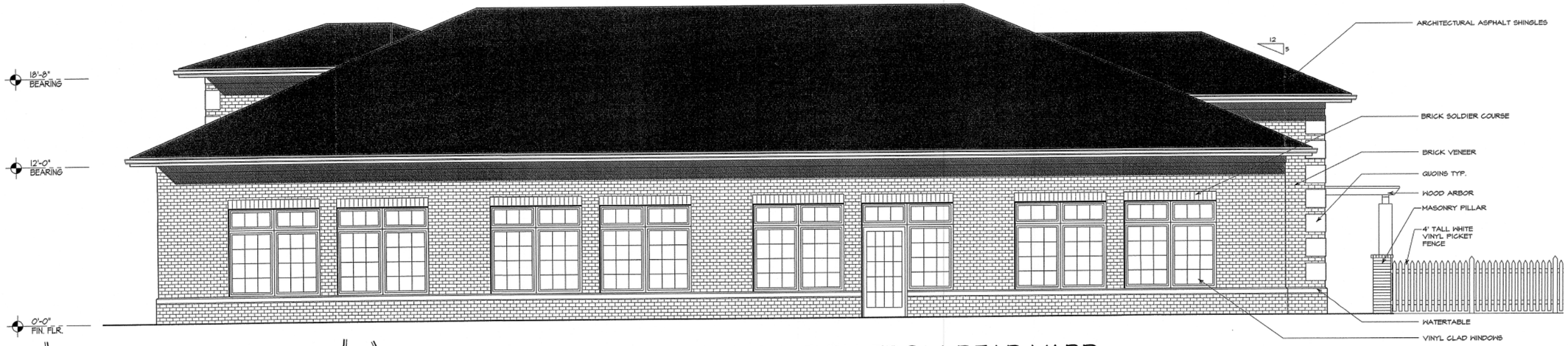
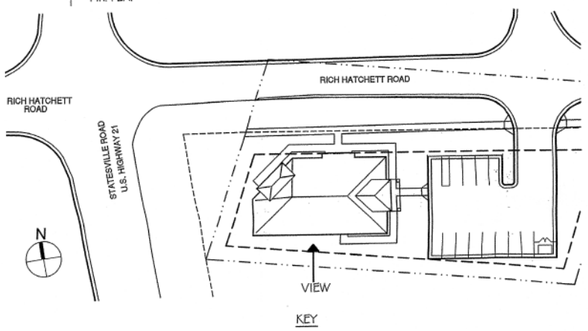


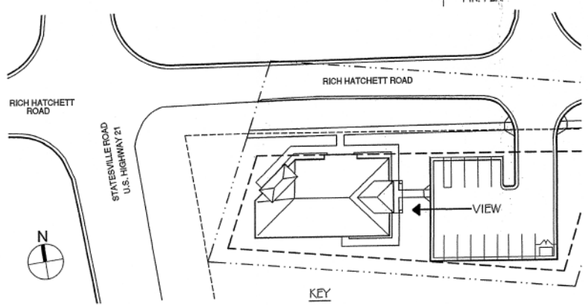
PROPOSED BUILDING ELEVATION FROM REAR YARD

SCALE: $\frac{1}{4}$= 1'-0"



PROPOSED BUILDING ELEVATION FROM PARKING LOT

SCALE: $\frac{1}{4}$= 1'-0"



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REZONING FOR EAR RX

9526 RICH HATCHETT RD.
HUNTERSVILLE, NORTH CAROLINA
MECKLENBURG COUNTY

PROJECT NO:	08226
DATE:	10/6/08
DRAWN BY:	JDW
CHKD. BY:	JDW

ELEVATIONS

SHEET A300

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Town of Huntersville
Town Board
April 19, 2021

To: Town Board

From: Gabriela Gresely-Zaravelis

Date: April 19, 2021

Subject: Conduct public hearing concerning the Economic Development Agreement between the Town of Huntersville and Nutec, Inc. and the granting of incentive payments. *(Emily Sloop)*

EXPLAIN REQUEST:

The public hearing concerns the Economic Development Agreement between the Town of Huntersville and Nutec, Inc., and the granting of an incentive payment in the amount of $11,621.27 based on the creation of 46 jobs paying the yearly average amount of $54,819.20 per job. The Town believes this incentive payment will help stimulate the local economy, result in new taxable capital investments in real and personal property, and the creation by the company of a substantial number of new, permanent jobs in the Town. It is the intention of the Board to approve the grant of these incentives to Nutec, Inc.

ACTION RECOMMENDED:

Conduct Public Hearing

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Resolution Approving Incentive Payments Nutec
2. Nutec BIP

Resolution Approving Incentive Payments Pursuant to N.C.G.S. § 158-7.1.

WHEREAS, the Town of Huntersville (the "Town") has entered into an Economic Development Agreement with Nutec, Inc., (the "Agreement"); and

WHEREAS, the Agreement is a multi-year incentive agreement whereby the Town will provide incentive payments to Nutec, Inc., based on job creation and other performance measures as set out in the Agreement; and

WHEREAS, the Town believes these incentive payments will help stimulate the local economy, result in new taxable capital investments in real and personal property, and the creation by the company of a substantial number of new, permanent jobs in the Town.

WHEREAS, the Board of Commissioners for the Town of Huntersville (the "Board") now desires to approve the Economic Development Agreement and incentive payments made to Nutec, Inc., pursuant to N.C.G.S. § 158-7.1(h).

NOW THEREFORE, BE IT RESOVLED AS FOLLOWS:

1. The Board hereby approves the Economic Development Agreement and incentive payments made to Nutec, Inc., pursuant to N.C.G.S. § 158-7.1(h).
2. This Resolution shall be effective as of the date of its adoption.

Adopted this the 19 day of April, 2021.

Attest:

_____ _____

Clerk to the Board Mayor, Town of Huntersville

Approved as to Form:

_____

Town Attorney

CONTRACT # 180060

BUSINESS INVESTMENT PROGRAM GRANT AGREEMENT

THIS AGREEMENT (the "**Agreement**") is made and entered into as of the 28th day of June, 2018 (the "Effective Date") among the **TOWN OF HUNTERSVILLE** (the "**Town**"), a municipal corporation of the State of North Carolina, and **MECKLENBURG COUNTY** (the "**County**"), a political subdivision of the State of North Carolina (collectively the "**Grantors**"), and **Nutec, Inc.**, a Delaware corporation authorized to do business in North Carolina (the "**Grantee**").

WITNESSETH:

Grantors have agreed to provide economic incentives to encourage the development of certain types of investments within the Town and its planning jurisdiction; and

WHEREAS, Grantee is title holder of the parcels of land and owner of the facility (the "Facility") constructed or to be constructed in Huntersville, NC. Grantee will move its business operations and employees into said Facility and occupy same once it has been completed. Collectively, the Grantee will meet all of its capital investment and job creation and corresponding wage obligations and requirements as further outlined under this Agreement.

WHEREAS, Grantee has proposed to construct a Facility as generally described in information submitted by Grantee, which is attached hereto and incorporated herein by reference as Exhibit A (the "BIP Application"); and

WHEREAS, Grantee has determined that the real property located in the County more particularly described in Exhibit B, which is attached hereto and incorporated herein by reference (the "Property"), is a suitable location for the Facility; and

WHEREAS, in order to encourage Grantee to develop the Facility on the Property, and to assist Grantee in such activity, Grantors, through actions taken by their respective governing bodies, the Huntersville Board of Commissioners and the Mecklenburg County Board of Commissioners, have approved the investment grants set forth below; and

WHEREAS, after careful consideration and evaluation of this approval, Grantee has substantially based its decision to construct its Facility on the Property as a result of the investment grants approved by Grantors as specified in this Agreement;

NOW, THEREFORE, subject to the terms, conditions and limitations set forth herein and recognizing the public benefit from the development of the Facility, Grantors, in accordance with North Carolina General Statute §158-7.1 et seq. and in consideration of the mutual promises set forth in this Agreement, the sufficiency of which are now acknowledged by the parties, Grantors and Grantee do hereby agree as follows:

SECTION 1. Investment Grants. The Grantors shall, in accordance with and as provided by this Agreement, pay the Grantee the two (2) investment grants (each an **"Investment Grant"** and, collectively, the **"Investment Grants"**) generally described in the Business Investment Program (the "BIP"), and as hereafter more specifically set forth. The Grantors hereby confirm that the Town Board of Commissioners and the Board of County Commissioners have each authorized the Investment Grants and the other terms of this Agreement.

The parties hereto agree that the five (5) year term for the first Investment Grant to the Grantee (the **"Phase 1 BIP Term"**) shall begin on January 1 of the first calendar year which begins **after** the calendar year that each of the BIP Requirements for the Phase 1 BIP Grant (defined below), other than the certification required by **Section 2.4(d)** which may be made by January 31 of the first year of the Phase 1 BIP Term, has first been satisfied and shall end on December 31 of the fifth calendar year thereafter. For example, if each of the BIP requirements (other than the certification required by **Section 2.4(d)**) is first satisfied in calendar year 2017, the first year of the BIP Term shall be calendar year 2018.

Provided that the Grantee remains in compliance with all of the requirements for the Phase 1 BIP Term, and has met the requirements for the Phase 2 Investment Grant, the five (5) year Phase 2 Investment Grant term (the **"Phase 2 BIP Term")** shall begin on January 1 of the first calendar which begins **after** the calendar year that each of the BIP Requirements for the Phase 2 BIP Grant (defined below), other than the certification required by **Section 2.4(d)** which may be made by January 31 of the first year of the Phase 2 BIP Term, has first been satisfied and shall end on December 31 of the fifth calendar year thereafter.

SECTION 2. Program Requirements. With respect to the Grantee's operations on the BIP Site, the Grantee shall meet the BIP Requirements detailed below for each BIP Term:

2.1 BIP Investment.

Phase 1: The Grantee will invest approximately $10,600,000 for the **Phase 1** BIP Term in improvements to land, construction of or improvements to buildings, and the purchase or lease of equipment, other business personal property or new buildings constructed by or at the request of the Grantee (including the value of any leasehold interest in qualifying real or personal property) which will result in all such property being added to the local ad valorem tax base (the **"Phase 1 BIP Investment Property"**).

Phase 2: The Grantee shall further invest approximately $7,900,000 of additional and similar BIP Investment Property resulting in it being added to the local ad valorem tax base the (**"Phase 2 BIP Investment Property"**) to qualify for the additional five year Phase 2 BIP Term, provided that Grantee is and remains in compliance with the requirements for Phase 1 BIP Term.

The Phase 1 BIP Investment Property and the Phase 2 BIP Investment Property are collectively referred to as ""**BIP Investment Property**". These required investments must remain in place at the BIP Site for ten (10) years following the

start of each BIP Term subject, however, to normal and customary replacements to and depreciation of the qualifying improvements and equipment that was part of the original BIP Investment Property. In the event any replacement property is added to the BIP Site as described herein (the "**Replacement Property**"), **Exhibit C** shall be amended to reflect the addition of such Replacement Property following the Company's notice to the Town and the County. The qualifying investment in the BIP Investment Property shall include, without duplication, the value of such investment by the Grantee and by any landlord of the Grantee made at the request of the Grantee. Upon completion of investment in the BIP Investment Property for each BIP Phase, the Grantee shall send to the Grantors a schedule showing the amount of all investments made by or on behalf of the Grantee which the Grantee believes qualifies as BIP Investment Property. Grantors shall verify such investment and submit to the Grantee a copy of such schedule to be certified by Grantee as being accurate, and then approved by the Grantors. Such schedule shall be attached to this Agreement as **Exhibit C** and updated from time to time subsequent to execution of this Agreement to reflect any Replacement Property. The total amount of all investments for such BIP Investment Property shown on such **Exhibit C** shall be the amount of investment in BIP Investment Property for the Investment Grants and the amount used to calculate the Investment Grants as specified in **Section 4** hereof.

2.2 Job Creation and Maintenance. Grantee expects to provide Thirty Eight (38) new full-time jobs at the BIP Site within three years of the Effective Date of this Agreement. In order to receive the Phase 1 Investment Grant, the Grantee is obligated to create at least Thirty One (31) new jobs, or eighty percent (80%) of the Phase 1 New Jobs.

Grantee expects to provide an additional Twenty Four (24) new full-time jobs at the BIP Site within three years after meeting the requirements of the Phase 1 BIP Grant. In order to receive the Phase 2 Investment Grant, the Grantee is obligated to create at least Twenty (20) new jobs, or eighty percent (80%) of the Phase 2 New Jobs.

A full-time job includes (i) full-time employees of Grantee working a minimum of 1,600 hours per year at the BIP Site, and (ii) employees of a temporary employment agency working at the BIP Site working a minimum of 1,600 hours per year (31 hours a week) who are eligible to become employees of Grantee ("Agency Employees").

2.3 **Wage Rates.** The Grantee agrees to pay an average wage rate of $40,400.00 or greater for all full-time employees (including Agency Employees) located at the BIP site. For purposes of calculating the average wage rate, the wages paid to Agency Employees are the wages paid by the temporary employment agency **to** the Agency Employees (**not** the amounts paid by Grantee to the temporary employment agency).

2.4 **Additional Requirements.** The Grantee must meet each of the following additional BIP Requirements in order to remain eligible for the Investment Grants:

a. Take material steps (e.g., commencement of construction, execution of purchase orders, etc.) toward the purchase, installation and completion of the Phase 1 BIP Investment on or before December 31, 2016; and

b. Satisfy the jobs hiring requirement described in **Section 2.2** of this Agreement; and

c. Prior to receipt of any Investment Grant and for each year during the BIP Term, ensure payment in full of all taxes and other charges due and payable to the Town and the County with respect to the BIP Site and all improvements and personal property located thereon and all other taxes owed by the Grantee to the Town and the County, except for any taxes that are being contested in good faith.

d. Certify progress towards the employment of the Minimum Job Amount to Grantors by January 31 of each year of this agreement, such certification to include a copy of the Grantee's Quarterly Tax and Wage Report (Form NCUI 101 filed with the N.C. Employment Security Commission) for each quarter of the immediately preceding calendar year. The initial certificate shall be due on or before the first year for which Grantee request payment of the initial grant installment. If this form is discontinued or modified, a successor form performing a comparable function must be submitted. Should Grantee fail to certify its annual employment numbers by January 31 of each year of this Agreement, Grantors agree to allow Grantee an extended 15-day cure period extending through February 15th to file and certify this particular report annually.

2.5 **Community Impact.** In addition to the Program Requirements, Grantee is encouraged, but not obligated, to maximize its economic impact on the community through the following means:

a. Utilizing locally owned small, minority and women owned businesses when such goods and services can be obtained at competitive costs. A list of local certified Small Business Enterprises and Minority/Women-Owned enterprises is maintained by the County and can be made available to the Grantee upon request.

b. Hiring current residents of Huntersville and/or Mecklenburg County.

c. Participating in local philanthropic giving through a corporate gift to a local charity, sponsorship of community events, and/or conducting an employee giving campaign to a federation of local charities, such as the United Way of Central Carolinas or the Arts & Science Council.

SECTION 3. Monitoring. Compliance with the BIP Requirements set forth in **Sections 2.2, 2.3** and **2.4** shall be accurately determined by the Grantors reasonably and in good faith. With respect to the aspirational items set forth in **Section 2.5**, Grantor shall encourage and interact with the Grantee, and from time to time provide the Grantee with additional information to aid Grantee's attainment of these items where possible. Subject to any applicable federal, state or local laws or regulations applicable to the Grantee or its employees respecting employee privacy or company confidential information, the Grantee agrees to interact with and share information with Grantor on the extent to which the Grantee has attained the aspirational items set forth in **Section 2.5**. Subject to any applicable federal, state or local laws or regulations applicable to the Grantee or its employees respecting employee privacy or company confidential information, the Grantee agrees that any duly authorized representative of the Grantor shall, at all reasonable times and on reasonable prior written notice and at Grantor's sole cost and expense, have access to and the right to inspect, copy, audit, and examine all of the relevant books, records, and other documents relating to the Grant and the fulfillment of this Agreement throughout the BIP Term.

SECTION 4. Payment of Investment Grants.

(a) **Phase 1 BIP Term.** Upon initial certification by the Grantors that the Grantee was in compliance with the Phase 1 BIP Term Requirements for an entire calendar year (the first calendar year of the Phase 1 BIP Term), the Grantors shall pay to the Grantee within sixty (60) days of the date of the certification an Investment Grant for year one of the Phase 1 BIP Term. The Grantors shall endeavor to determine compliance within sixty (60) days after the end of each calendar year of the Phase 1 BIP Term. During the remaining years of the Phase 1 BIP Term, Investment Grants will be paid within sixty (60) days after the Grantors determine that the Grantee is in continuing compliance with the Phase 1 BIP Term Requirements.

(b) **Phase 2 BIP Term.** Upon initial certification by the Grantors that the Grantee was in compliance with the Phase 2 BIP Term Requirements for an entire calendar year (the first calendar year of the Phase 2 BIP Term), the Grantors shall pay to the Grantee within sixty (60) days of the date of the certification an Investment Grant for year one of the Phase 2 BIP Term. The Grantors shall endeavor to determine compliance within sixty (60) days after the end of each calendar year of the Phase 2 BIP Term. During the remaining years of the Phase 2 BIP Term, Investment Grants will be paid within sixty (60) days after the Grantors determine that the Grantee is in continuing compliance with the Phase 2 BIP Requirements.

(c) **Maximum Grant Amounts.** The total maximum County grant amount for the Phase 1 BIP Term grant is $177,129 and the total maximum County grant amount for the Phase 2 BIP Term grant is $120,295. The total maximum Town grant amount for the Phase 1 BIP Term grant is $86,391.25 and the total maximum Town grant amount for the Phase 2 BIP Term grant is $37,515.00.

Investment Grant amounts will be determined in accordance with the following:

4.1 **Year One.** For year one of the Phase 1 BIP Term, the Grantors shall collectively pay to the Grantee an Investment Grant equal to fifty percent (50%) of the new property taxes paid by the Grantee.

4.2 **Subsequent Years.** In each of the following four (4) years of the Phase 1 BIP Term, the Investment Grants shall be an amount equal to fifty percent (50%) of the new

property taxes paid by the Grantee.

4.3 **Phase 2 BIP Grant.** If Grantee qualifies for the Phase 2 Grant, during each year of the five (5) year Phase 2 BIP Term, the Grantors shall collectively pay to Grantee an Investment Grant equal to fifty percent (50%) of the new property taxes on the Phase 2 Investment paid by the Grantee.

4.4 **Termination of Payments.** After payment of the Investment Grant for year five (5) of the Phase 1 BIP Term, and if applicable, for year five (5) of the Phase 2 BIP Term, no additional Investment Grants shall be made with respect to the BIP Investment Property or Replacement Property covered by this Agreement.

4.5 **Share of Payments by Grantors.** The share of the payments from the Grantors shall be based on the proportional Town/County tax rates for the applicable BIP Investment Property or Replacement Property, for the current fiscal year in which each grant payment is made.

4.6 **New Property Taxes.** The New Property Taxes are the incremental business and real property taxes paid by the Grantee above and beyond those business and real property taxes paid by the Grantee to the Grantors prior to the investment; and/or the business and real property taxes generated from the property prior to the investment. New Property Taxes for the Phase 2 BIP Term shall mean additional taxes on new property at the site over and above that new property to quality for the Phase 1 BIP Term.

SECTION 5. Loss of Investment Grants. If the Grantors determine that the Grantee has NOT met each BIP Requirement for either Phase 1 or Phase 2, then Investment Grants for the year(s) of non-compliance will NOT be made. The Grantee may seek reinstatement for BIP Investment Grant eligibility for subsequent years by submitting satisfactory evidence of compliance with each BIP Requirement to the Grantors. If the failure to meet the Requirements is the removal of the Phase 1 Investment Property at a time when Phase 2 Investment Grants are being made, Phase 2 Investment Grants would cease, and the Grantors would take action under Section 6 to seek refund of the Phase 1 Investment Grants.

SECTION 6. Refund of Investment Grants. If Grantee removes the Phase 1 Investment Property from Huntersville during the five-year Phase 1 BIP Term, the Grantee shall pay to the Grantors the entire amount of the Phase 1 BIP Term Grant payments made to date. If Grantee removes fifty percent (50%) or more of the Phase 1 Investment Property after the Phase 1 BIP Term payments are completed, but during the Phase 2 BIP Term, the Phase 2 BIP Term payments shall cease and the Grantee shall pay the Grantors the Phase 1 BIP Grant Term Payments according to the following schedule:

- Within one year of end of Grant Term — 100% of Grant Payments
- Within two years of end of Grant Term — 80% of Grant Payments
- Within three years of end of Grant Term — 60% of Grant Payments

- Within four years of end of Grant Term 40% of Grant Payments
- Within five years of end of Grant Term 20% of Grant Payments

If the Grantee removes the Phase 2 Investment Property from Huntersville during the five-year Phase 2 BIP Term, the Grantee shall pay to the Grantors the entire amount of the Phase 2 BIP Term Grant payments made to that date. If Grantee removes fifty percent (50%) or more of the Phase 2 Investment Property after the Phase 2 BIP Term payments are completed, the Grantee shall pay the Grantors the Phase 2 BIP Term Grant Payments according to the following schedule:

- Within one year of end of Grant Term 100% of Grant Payments
- Within two years of end of Grant Term 80% of Grant Payments
- Within three years of end of Grant Term 60% of Grant Payments
- Within four years of end of Grant Term 40% of Grant Payments
- Within five years of end of Grant Term 20% of Grant Payments

The North Carolina Department of Commerce (**"NC DOC"**) has awarded a One North Carolina Fund Grant (**"State Grant"**) to this project pursuant to the terms of the State Grant and, Grantors are required to provide a local matching grant. The Investment Grants provided for in this Agreement constitute such local matching grant. In the event that Grantee fails to earn the full grant amount contemplated by this Agreement, or is required to make a refund pursuant to this section, Grantee acknowledges that Grantors may be obligated to refund all or a portion of the State Grant to the NC DOC. In the event that Grantors are required to refund all or a portion of the State Grant, Grantee shall also pay Grantors an amount equal to the amount actually refunded by the Grantors to the NC DOC, which payment shall be made within fifteen business days after Grantee is notified by Grantors that Grantors have made a refund to the NC DOC. In connection with any notification, Grantors shall provide the Grantee with evidence reasonably satisfactory to the Grantee evidencing such refund payment. The Grantee shall not be required to pay to Grantor any amount that the Grantee receives directly from the NC DOC.

SECTION 7. <u>ARBITRATION</u>. If a dispute arises between the Grantors and the Grantee, or between the Town and the County concerning this Agreement, either party involved in the dispute may refer the dispute to arbitration by a request made in writing upon the other. Within thirty (30) days of the receipt of such a request, the parties shall select a single arbitrator to hear the matter. If the parties are unable to agree on the selection of a single arbitrator, then each party shall name one arbitrator, and the two arbitrators thus selected shall select a third arbitrator; provided, however, if either party fails to select an arbitrator, or if the two arbitrators selected by the parties fail to select the third arbitrator within thirty (30) days after the appointment of the second arbitrator, then in each such instance a proper court, on petition of a party, shall appoint the second or third arbitrator or both, as the case may be, in accordance with North Carolina law. The matter shall be settled in accordance with the North Carolina law then in effect, and a judgment of the arbitration award may be entered in any court having jurisdiction thereof. Any arbitration shall be conducted only in Mecklenburg County, North Carolina, unless the parties agree otherwise, and a Mecklenburg County Court shall be the sole jurisdiction for finding such judgement.

SECTION 8. Miscellaneous.

8.1 **Notices.** All notices, certificates or other communications required by or made pursuant to this Agreement shall be in writing and shall be (i) delivered by certified first-class prepaid mail, return receipt requested, (ii) sent by facsimile transmission or electronic mail or (iii) delivered by overnight courier service, to the County, the City or the Grantee Parties at their respective addresses set forth below, or at such other address, notice of which may have been given to the other Party in accordance with this **Section 8.1**:

The County: Mecklenburg County
Charlotte-Mecklenburg Government Center
600 East Fourth Street
Charlotte, North Carolina 28202
Attention: County Manager
Fax Telephone No. (704) 336-2380

Copy to: Tyrone Wade, County Attorney
Charlotte-Mecklenburg Government Center
600 East Fourth Street
Charlotte, North Carolina 28202
Fax Telephone No. (704) 336-2380

The Town: Town of Huntersville
101 Huntersville-Concord Road
Post Office Box 664
Huntersville, North Carolina 28070
Attention: Town Manager
Telephone No. (704) 875-6541

Copy to: Robert B. Blythe, Town Attorney
Town of Huntersville
Post Office Box 664
Huntersville, North Carolina
Telephone No. (704) 766-2239

Grantee: Nutec, Inc.
11810 Mt. Holly-Huntersville Road
Huntersville, North Carolina 28078
Attn: _____
Telephone: _____

Each such notice or other communication shall be deemed to have been duly given and to be effective (w) if sent by certified or registered first-class prepaid mail, return receipt requested, on the date received by the recipient as evidenced by the return receipt, (x) if

sent by facsimile transmission, immediately upon confirmation that such facsimile transmission has been successfully transmitted on a business day before or during normal business hours and, if otherwise, on the business day following such confirmation, (y) if sent by electronic mail, upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent on a business day before or during normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient or (z) if sent by a nationally recognized overnight delivery service, on the day of delivery by such service or, if not a business day, on the first business day after delivery. Notices and other communications sent via facsimile or electronic mail must be followed by notice delivered by hand or by overnight delivery service as set forth herein within five business days.

8.2 **Binding Effect.** This Agreement shall inure to the benefit of and is binding upon the Grantors and the Grantee and their respective successors and assigns.

8.3 **Assignment.** The Grantee may, upon prior written notice to Grantor, freely assign this Agreement to any of their affiliates or in connection with any merger, acquisition (whether of assets or equity), change of control or similar event, provided that the Grantee and its assignees shall remain and become bound by its terms. Any other assignment shall require the consent of Grantors, which shall not be unreasonably withheld, provided that Grantee and any such assignee shall remain and become bound by its terms.

8.4 **Amendments, Changes, and Modifications.** Except as otherwise provided in this Agreement, this Agreement may not be amended, changed, modified or altered except by written agreement of the parties.

8.5 **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

8.6 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such fully executed counterpart.

8.7 **Governing Law.** This Agreement is governed by and shall be construed in accordance with the laws of the State of North Carolina, without regard to principles of conflicts of law.

8.8 **Captions.** The captions or headings used throughout this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision of this Agreement.

8.9 **Confidentiality.** The Grantee and the Grantors acknowledge that certain Exhibits to this Agreement, and/or other information provided by the Grantee pursuant to this Agreement, may contain the Grantee's trade secrets and confidential information. Accordingly, the Grantors will maintain information marked as "Trade Secrets" or "Confidential" in confidence, unless its release is consented to in writing by the Grantee, or the Grantors are ordered by a court of competent jurisdiction to release such information. In the event of any such lawsuit, Grantors agree to give the Grantee notice of such legal action and to allow the Grantee to participate in its defense.

8.10 **Construction.** The parties acknowledge and stipulate that this Agreement is the product of mutual negotiation and bargaining and that it has been drafted by counsel for the parties. As such, the doctrine of construction against the drafter shall have no application to this Agreement. This Agreement and its Exhibits, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between the Grantee and Grantors concerning the Investment Grants and the terms herein shall not be deemed to limit any other agreements regarding investment or jobs between the Grantee and Grantors.

8.11 **Compliance with Miscellaneous Legislative Requirements**. Grantee agrees that it is in compliance with, and will comply with, the provisions in Exhibit D.

REMAINING PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first written.

MECKLENBURG COUNTY

By: _____
County Manager (Acting)

ATTEST:

By: _____
Clerk to the Board

[COUNTY SEAL]

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

_____

By: _____
Director of Finance
Mecklenburg County

Approved as to Form:

_____
County Attorney

TOWN OF HUNTERSVILLE

By: _____
Anthony Roberts, Town Manager

ATTEST:

By: _____
Town Clerk

[TOWN SEAL]

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

By: _____
Director of Finance
Town of Huntersville

Approved as to Form:

_____
Robert B. Blythe, Town Attorney

NUTEC, INC.

By: _____

Title: Genaro F. Cueva Damone President

ATTEST:

By: _____

Title: Alejandra Martínez, Secretary, Nutec Inc

[CORPORATE SEAL]

NUTEC

EXHIBIT A

(BIP Application)

CHARLOTTE.

COMPANY APPLICATION FORM
Business Investment Program

To be eligible for a Charlotte-Mecklenburg Business Investment Grant, a completed formal application must be received and approved prior to any announcement of the project.

This application is subject to disclosure pursuant to the North Carolina Public Records law. N.C. General Statute 132-1.2 does, however, exempt from disclosure information that qualifies as a "trade secret". Any information claimed to be a trade secret should be labeled "trade secret" at the time of its initial disclosure to the City of Charlotte and Mecklenburg County.

General Information

Name of Company:	**Nutec Inc.**
Street Address:	Jardin de San Jeronimo 225 Col. San Jeronimo
City:	Monterey
State:	Nuevo Leon, Mexico
Zip Code:	64640
Federal Tax Identification No.:	Nutec Inc. 36-4809144 (Federal Employer Identification Number (FEIN)
Contact Person:	Gerardo Muraira
Title:	Chief Operations Officer
Telephone:	+52 (844) 4320 737 / Mr. Muraira Mobile +52-1-8110505621 / US Cell 936-827-6544
Facsimile:	None
Email:	gerardomuraira@nutec.com
NAICS Code:	327999 Ceramic Fiber Manufacturing

Type of Business:

- ☒ Manufacturing
- ☐ Corporate Headquarters
- ☐ Transportation & Distribution (Logistics)
- ☐ Emerging Technologies & Industries
- ☐ Financial, Insurance & Professional Services
- ☐ Other (please specify)

In the space below, please provide a general description of the proposed investment project, considering the site location, product/services to be provided, physical improvements/new equipment, the number of jobs, etc:

First U.S. manufacturing and distribution facility for Nutec. The operation will manufacture and distribute high-quality ceramic fiber throughout the United States and Canada. The proposed investment will consist ultimately of a 4-production line manufacturing plant. Within 3 years the operation is expected to employ 62 workers (2 lines) with an approximate $2.4 million dollar payroll plus employee benefit package. Upon full build out (4 lines) which is expected by 2024 the proposed operation is expected to employ 114 workers with an expected payroll of $4.6 million dollars plus an employee benefit package. Estimated investment is proposed at $18.5 million (2 lines) by 2018 and an additional $16.0 million (4 lines) is proposed by 2024. Total proposed investment is estimated at $34.5 million by 2024.

Minimum Eligibility Requirements

New Investment:

Address of Proposed Investment Location:	11810 and 11806 Mt Holly-Huntersville Road Huntersville, North Carolina
Parcel Number(s):	Ivester 017-202-01 / DeBlander 017-202-04

For help, go to http://meckcama.co.mecklenburg.nc.us/relookup/

Current Owner of Investment Location: Ivester Family (11810) Nicholas DeBlander (11806)

Current/Proposed Interest in the site: Purchase both parcels
(e.g. option to purchase, leasehold interest, etc...)

Expected **new** investment at location:	Amount	Estimated timeline
Land cost:	$712,400	Assume 6/30/2015
Buildings, infrastructure:	$5,000,000	December 30 2018
Machinery and equipment:	$13,500,000	December 30 2018
Other:	to be determined	Add.invest.prop. by 2024
If other, please describe here >>	Projected Est. Invest by 2024 $34.5 M	
Total investment:	(Based on 12.30.18) $18,500,000	

If any of the machinery or equipment is leased, then complete the following:

Type of Equipment	Value	Owned by:
Transportation such as fork lifts	Not Known	Not Purchased

If you are entering into a lease agreement for your site, what is the amount of space and length of the lease term in the following categories:

Type of Use (office, mfg, etc...)	Square footage	Term (years)
Not Applicable		

Job Creation & Retention:

Proposed new full time jobs: 62 (over three-year period)

Year 1 38 Year 2 24 Year 3 62

If further job creation is contemplated, please describe in detail:

After year 3 (2018) an additional 52 workers are expected to be added by 2024 increasing projected total employment at the proposed operation to 114.

Anticipated average wage for new full-time jobs: $40,400
NOTE: this is to be computed by averaging the starting salaries for the new jobs.

If expanding an existing site, how many full-time jobs are currently at the facility? NA

Average wage for all full-time jobs at facility including the expansion: $40,400
NOTE: this is to be computed by averaging the current salaries of the existing jobs together with the starting salaries of the new jobs.

The wage rate requirement can be reduced by up to 20% if 25% of your new hires live within the City's Business Investment Zone and/or participate in economic assistance programs of the Mecklenburg County Department of Social Services (e.g. WorkFirst, food stamps, etc). Could this qualification fit within your overall hiring strategy?

☐ YES ☑ NO

Of the new full-time jobs, please provide your best estimate of the following information:

Salary Range	Number of Employees... Likely to be hired locally	Likely to be relocated

$32, 000 - $35,000	44	
$38,000 - $40,000	2	
$44,000 - 46,000	8	
$50,000 - $52,000	2	
$65,000	1	
$75,000	1	
$90,000	1	
$100,000 - $160,000	1	2
based on 2018 / 62 workers	60	2

Is the company likely to move any existing operations out of the area if a grant is not made? ☐ YES ☐ NO

If yes, what would be the timetable for the move? Company is new to the U.S.

Number and location of Charlotte/Mecklenburg jobs to be moved: Not Applicable

Amount and location of Charlotte/Mecklenburg investment at risk: Not Applicable

Competition

Other locations being considered for the Project:

State	City/Region	Primary Government Contact
South Carolina		Philip Morgan (803-737-0471)
	York County/Rock Hill	David Swenson (803-802-4300)
		Major incentives are shown below:

Describe the nature of the incentives being offered by these other states. Attach additional sheets, if necessary. For example, for each state:

Cash grants (dollar amount and source): $746,120 Job Dev tax cash grant rebate (10 years)

Tax credits (dollar value and tax being offset): $1.4M SC Tax Credits+$959,000 Sale/use exemption

Tax abatements: $811,020 local special (5 years) + 30yrs at $4.8 M

Other incentives: $124,000 ready SC work force training

Is this project at substantial risk of being developed or located in another state? ☑ YES ☐ NO

Additional Information

What is the current legal status of your company (e.g. corporation, LLC, etc)? Corporation

In which U.S. state is your company organized? State of Delaware

If a foreign applicant, is your company qualified to do business in North Carolina? ☑ YES ☐ NO

Please list below any material subsidiaries, parent companies and affiliated companies of the company and their respective principal businesses. If your company is publicly traded, you may submit a copy of the most recent annual report instead.

Holding Company - Grupo Nutec (Mexico)

Are you aware of any proposed or pending mergers, acquisitions or other corporate reorganizations affecting the company or the proposed investment location(s)? ☐ YES ☑ NO

If so, please describe:

Are you aware of any pending or threatened litigation involving the company that could reasonably be expected to cause a material adverse effect on the company or its proposed investment?

☐ YES ☒ NO

If so, please describe:

Do you have an application pending or do you intend to apply for industrial revenue bond financing for this or a similar project in the Charlotte-Mecklenburg area?

☐ YES ☒ NO

What is the assessed tax value of real and business personal property (BPP) at the investment location?

Real Property: $502,400

For help, go to http://meckcama.co.mecklenburg.nc.us/relookup/

BPP:

REPRESENTATIONS

1. The Company has reviewed and understands the Business Investment Program guidelines.
2. Without this grant from the Charlotte-Mecklenburg Business Investment Program the Company would not undertake this project in Charlotte-Mecklenburg.
3. The Company understands that release of any Business Investment Grant funds will be contingent on meeting performance criteria that will be set out in a mutually agreeable performance contract among the City of Charlotte, Mecklenburg County and the Company.
4. The Company understands that release of any Business Investment Grant funds will be contingent on provision of adequate documentation of the required investment, job creation, and job retention, including submission of copies of the appropriate quarterly N.C. Employment Security Commission forms described in the grant agreement.
5. The Company understands that approval of this project's application by the City of Charlotte and Mecklenburg County does not override or excuse compliance with any existing environmental laws and regulations placed on the facility to be developed.
6. The Company understands that the disbursement of any funds under the Business Investment Program is based upon performance, and that the Company may be responsible to refund part or all of any moneys awarded if the terms of any performance contract are not met.
7. The new jobs used as the basis for this application are new net positions to the Company's operations in the City of Charlotte and will not be transferred from any existing operations of the Company or related entity in Charlotte-Mecklenburg.
8. The information provided in this application is true and correct to the best of my knowledge.
9. The information and data presented regarding the plans and projections of the Company are based on current plans and projections and represent the best data available. Economic conditions within the industry may cause changes. The plans and projections described in this application are made on the basis of the best available information and they so demonstrate the Company's intentions.
10. The following items are attached:
    a. Most recent tax printout showing the real and business personal property tax valuations of the investment location.
    b. Signatory statements as to whether any member of management or any principal of the Company has been involved in a financial reorganization, a bankruptcy, or other situation that has led to losses by creditors, bond buyers, or to investor lawsuits or government investigation alleging fraud or impropriety.

c. A completed & signed Waiver of Confidentiality form regarding Quarterly Unemployment insurance Tax Records.

Signature: _____

Title: CHIEF OPERATIONS OFFICER

Company: NUTEC INC

Date: 05/27/15

NUTEC
NUTEC FIBRATEC, S.A. DE C.V.
Blvd. Industrias #1900
R.F.C. NFI-960102-JE1
Ramos Arizpe, Coah. C.P. 25900
Tel. 01 (844) 432-0737 Fax (844) 488-2719

State of _____
County of _____

I, _____, a notary public of the County of _____ in the State of _____, do certify that _____ personally appeared before me this day, and first being duly sworn, acknowledged that he is _____ (title of officer) of _____ (name of business entity) and that he is authorized to execute the foregoing instrument on behalf of _____ (name of business entity), and executed the foregoing instrument in my presence.

SEAL

_____
Notary Public
My commission expires: _____

Attachment A

Company Application Form
Business Investment Program

PRINT OUT OF MOST RECENT TAX VALUATION OF PROPOSED INVESTMENT LOCATION. INCLUDE REAL PROPERTY AND BUSINESS PERSONAL PROPERTY (IF APPLICABLE)

Attachment B

Company Application Form
Business Investment Program

SIGNATORY STATEMENT

No member of management or any principal of GRUPO NUTEC (Company) has been involved in a financial reorganization,a bankruptcy, or other situation that led to losses by creditors, bond buyers, or to investor lawsuits or government investigation alleging fraud or impropriety.

_____ (Signature) 05/27/15 (Date)

GERARDO HURDIAR (Name, Title) COO

NUTEC INC (Company Name)

NUTEC
NUTEC FIBRATEC, S.A. DE C.V.
Blvd. Industrias #1900
R.F.C. NFI-960102-JE1
Ramos Arizpe, Coah. C.P. 25900
Tel. 01 (844) 432-0737 Fax (844) 488-2719

Attachment C

Company Application Form
Business Investment Program

WAIVER OF CONFIDENTIALITY
QUARTERLY UNEMPLOYMENT INSURANCE TAX RECORDS

NAME OF TAXPAYER FOR PROJECT: Nutec Inc.
ADDRESS: Jardin de San Jeronimo 225 Col. San Jeronimo (Monterey, Nuevo Leon - Mexico)
PHONE: +52(844) 4320 737
FEDERAL TAX IDENTIFICATION #: 36-4809144
N.C. UNEMPLOYMENT INSURANCE ACCOUNT #: Still Pending

WAIVER

I hereby waive the right to confidentiality, as found in N.C.G.S. 9604 (t), for information contained in the above company's quarterly unemployment insurance tax records as filed with the North Carolina Employment Security Commission and authorize the City of Charlotte and Mecklenburg County to use such information as public record.

_____
Chief Financial Officer or Other Authorized Company Official (print name)

_____
Signature

_____
Title

EXHIBIT B THE PROPERTY

Street Address: 11810 Mt. Holly-Huntersville Road
Huntersville, North Carolina 2 8 0 7 8

Tax Parcel ID Numbers: 017-202-01 and 017-202-04

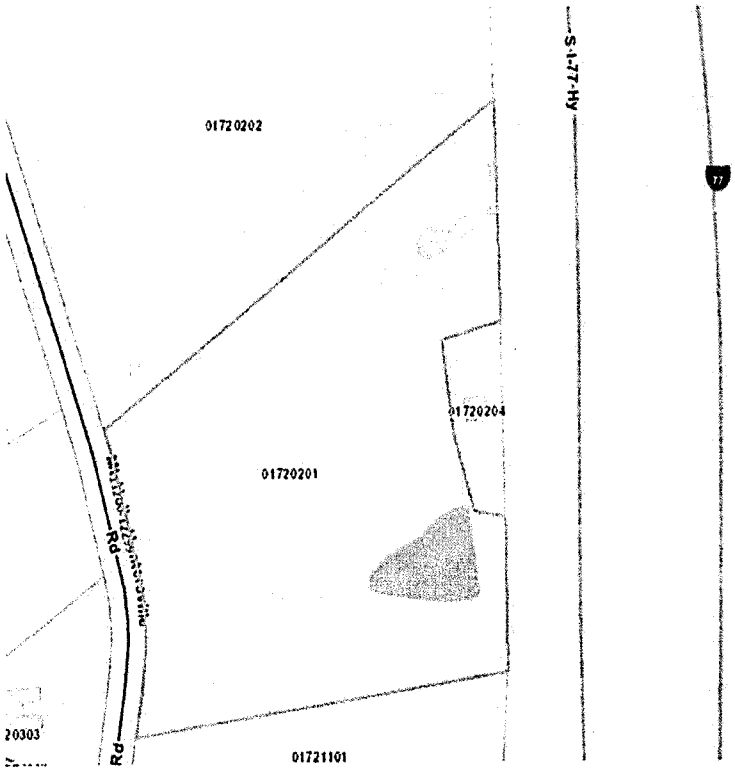

EXHIBIT C

As required by Section 2.1 of the Agreement, the Town of Huntersville and Mecklenburg County have verified that the investment shown on the attached schedule was made by the Grantee, and qualifies as Grant Investment under the Agreement.

Approved as Exhibit C to Agreement:

_____	_____
Town Manager (or designee)	(date)
_____	_____
County Manager (or designee)	(date)

EXHIBIT D

E-VERIFY

As a condition for payment under this Agreement, Grantee shall: (i) comply with the E-Verify requirements set forth in Article 2 of Chapter 64 of the North Carolina General Statutes (the "E-Verify Requirements"); and (ii) cause each subcontractor under this Agreement to comply with such E-Verify Requirements as well. Grantee will indemnify and save harmless the Grantors from all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, interest charges and other liabilities (including settlement amounts) incurred on account of any failure by Grantee or any subcontractor to comply with the E-Verify Requirements.

IRAN DIVESTMENT ACT CERTIFICATION

Grantee certifies that as of the date of this Agreement, Grantee is not currently listed on the Final Divestment List created and maintained by the North Carolina State Treasurer, and is in compliance with the Iran Divestment Act as set forth in N.C.G.S. § 147-86.55-86.63. Further, Grantee shall not utilize in the performance of the Agreement any subcontractor that is identified on the Final Divestment List. The Divestment List may be found on the State Treasurer's website at www.nctreasurer.com/Iran.

Town of Huntersville
Town Board
April 19, 2021

To: Town Board

From: Emily Sloop, Town Attorney

Date: April 19, 2021

Subject: Consider adopting resolution to approve Nutec, Inc. incentive agreement. *(Emily Sloop)*

EXPLAIN REQUEST:

ACTION RECOMMENDED:
Approval

FINANCIAL IMPLICATIONS:

ATTACHMENTS:
1. Resolution Approving Incentive Payments Nutec
2. NutecBIP

Resolution Approving Incentive Payments Pursuant to N.C.G.S. § 158-7.1.

WHEREAS, the Town of Huntersville (the "Town") has entered into an Economic Development Agreement with Nutec, Inc., (the "Agreement") subject to N.C.G.S. § 158-7.1(h); and

WHEREAS, the Agreement is a multi-year incentive agreement whereby the Town will provide incentive payments to Nutec, Inc., based on job creation, investment in real and personal property, and other performance measures as set out in the Agreement; and

WHEREAS, the Town believes these incentive payments will help stimulate the local economy, result in new taxable capital investments in real and personal property, and the creation by the company of a substantial number of new, permanent jobs in the Town.

WHEREAS, the Board of Commissioners for the Town of Huntersville (the "Board") now desires to approve incentive payments made to Nutec, Inc. as set forth in the Economic Development Agreement pursuant to N.C.G.S. § 158-7.1.

NOW THEREFORE, BE IT RESOVLED AS FOLLOWS:

1. The Board hereby approves the Economic Development Agreement and incentive payments made to Nutec, Inc., pursuant to N.C.G.S. § 158-7.1.
2. This Resolution shall be effective as of the date of its adoption.

Adopted this the __ day of _____, 2021.

Attest:

_____ _____

Clerk to the Board Mayor, Town of Huntersville

Approved as to Form:

_____

Town Attorney

CONTRACT # 180060

BUSINESS INVESTMENT PROGRAM GRANT AGREEMENT

THIS AGREEMENT (the "**Agreement**") is made and entered into as of the 28th day of June, 2018 (the "Effective Date") among the **TOWN OF HUNTERSVILLE** (the "**Town**"), a municipal corporation of the State of North Carolina, and **MECKLENBURG COUNTY** (the "**County**"), a political subdivision of the State of North Carolina (collectively the "**Grantors**"), and **Nutec, Inc.**, a Delaware corporation authorized to do business in North Carolina (the "**Grantee**").

WITNESSETH:

Grantors have agreed to provide economic incentives to encourage the development of certain types of investments within the Town and its planning jurisdiction; and

WHEREAS, Grantee is title holder of the parcels of land and owner of the facility (the "Facility") constructed or to be constructed in Huntersville, NC. Grantee will move its business operations and employees into said Facility and occupy same once it has been completed. Collectively, the Grantee will meet all of its capital investment and job creation and corresponding wage obligations and requirements as further outlined under this Agreement.

WHEREAS, Grantee has proposed to construct a Facility as generally described in information submitted by Grantee, which is attached hereto and incorporated herein by reference as Exhibit A (the "BIP Application"); and

WHEREAS, Grantee has determined that the real property located in the County more particularly described in Exhibit B, which is attached hereto and incorporated herein by reference (the "Property"), is a suitable location for the Facility; and

WHEREAS, in order to encourage Grantee to develop the Facility on the Property, and to assist Grantee in such activity, Grantors, through actions taken by their respective governing bodies, the Huntersville Board of Commissioners and the Mecklenburg County Board of Commissioners, have approved the investment grants set forth below; and

WHEREAS, after careful consideration and evaluation of this approval, Grantee has substantially based its decision to construct its Facility on the Property as a result of the investment grants approved by Grantors as specified in this Agreement;

NOW, THEREFORE, subject to the terms, conditions and limitations set forth herein and recognizing the public benefit from the development of the Facility, Grantors, in accordance with North Carolina General Statute §158-7.1 et seq. and in consideration of the mutual promises set forth in this Agreement, the sufficiency of which are now acknowledged by the parties, Grantors and Grantee do hereby agree as follows:

SECTION 1. Investment Grants. The Grantors shall, in accordance with and as provided by this Agreement, pay the Grantee the two (2) investment grants (each an **"Investment Grant"** and, collectively, the **"Investment Grants"**) generally described in the Business Investment Program (the "BIP"), and as hereafter more specifically set forth. The Grantors hereby confirm that the Town Board of Commissioners and the Board of County Commissioners have each authorized the Investment Grants and the other terms of this Agreement.

The parties hereto agree that the five (5) year term for the first Investment Grant to the Grantee (the **"Phase 1 BIP Term"**) shall begin on January 1 of the first calendar year which begins **after** the calendar year that each of the BIP Requirements for the Phase 1 BIP Grant (defined below), other than the certification required by **Section 2.4(d)** which may be made by January 31 of the first year of the Phase 1 BIP Term, has first been satisfied and shall end on December 31 of the fifth calendar year thereafter. For example, if each of the BIP requirements (other than the certification required by **Section 2.4(d)**) is first satisfied in calendar year 2017, the first year of the BIP Term shall be calendar year 2018.

Provided that the Grantee remains in compliance with all of the requirements for the Phase 1 BIP Term, and has met the requirements for the Phase 2 Investment Grant, the five (5) year Phase 2 Investment Grant term (the **"Phase 2 BIP Term")** shall begin on January 1 of the first calendar which begins **after** the calendar year that each of the BIP Requirements for the Phase 2 BIP Grant (defined below), other than the certification required by **Section 2.4(d)** which may be made by January 31 of the first year of the Phase 2 BIP Term, has first been satisfied and shall end on December 31 of the fifth calendar year thereafter.

SECTION 2. Program Requirements. With respect to the Grantee's operations on the BIP Site, the Grantee shall meet the BIP Requirements detailed below for each BIP Term:

2.1 BIP Investment.

Phase 1: The Grantee will invest approximately $10,600,000 for the **Phase 1** BIP Term in improvements to land, construction of or improvements to buildings, and the purchase or lease of equipment, other business personal property or new buildings constructed by or at the request of the Grantee (including the value of any leasehold interest in qualifying real or personal property) which will result in all such property being added to the local ad valorem tax base (the **"Phase 1 BIP Investment Property"**).

Phase 2: The Grantee shall further invest approximately $7,900,000 of additional and similar BIP Investment Property resulting in it being added to the local ad valorem tax base the (**"Phase 2 BIP Investment Property"**) to qualify for the additional five year Phase 2 BIP Term, provided that Grantee is and remains in compliance with the requirements for Phase 1 BIP Term.

The Phase 1 BIP Investment Property and the Phase 2 BIP Investment Property are collectively referred to as ""**BIP Investment Property**". These required investments must remain in place at the BIP Site for ten (10) years following the

start of each BIP Term subject, however, to normal and customary replacements to and depreciation of the qualifying improvements and equipment that was part of the original BIP Investment Property. In the event any replacement property is added to the BIP Site as described herein (the "**Replacement Property**"), **Exhibit C** shall be amended to reflect the addition of such Replacement Property following the Company's notice to the Town and the County. The qualifying investment in the BIP Investment Property shall include, without duplication, the value of such investment by the Grantee and by any landlord of the Grantee made at the request of the Grantee. Upon completion of investment in the BIP Investment Property for each BIP Phase, the Grantee shall send to the Grantors a schedule showing the amount of all investments made by or on behalf of the Grantee which the Grantee believes qualifies as BIP Investment Property. Grantors shall verify such investment and submit to the Grantee a copy of such schedule to be certified by Grantee as being accurate, and then approved by the Grantors. Such schedule shall be attached to this Agreement as **Exhibit C** and updated from time to time subsequent to execution of this Agreement to reflect any Replacement Property. The total amount of all investments for such BIP Investment Property shown on such **Exhibit C** shall be the amount of investment in BIP Investment Property for the Investment Grants and the amount used to calculate the Investment Grants as specified in **Section 4** hereof.

2.2 Job Creation and Maintenance. Grantee expects to provide Thirty Eight (38) new full-time jobs at the BIP Site within three years of the Effective Date of this Agreement. In order to receive the Phase 1 Investment Grant, the Grantee is obligated to create at least Thirty One (31) new jobs, or eighty percent (80%) of the Phase 1 New Jobs.

Grantee expects to provide an additional Twenty Four (24) new full-time jobs at the BIP Site within three years after meeting the requirements of the Phase 1 BIP Grant. In order to receive the Phase 2 Investment Grant, the Grantee is obligated to create at least Twenty (20) new jobs, or eighty percent (80%) of the Phase 2 New Jobs.

A full-time job includes (i) full-time employees of Grantee working a minimum of 1,600 hours per year at the BIP Site, and (ii) employees of a temporary employment agency working at the BIP Site working a minimum of 1,600 hours per year (31 hours a week) who are eligible to become employees of Grantee ("Agency Employees").

2.3 **Wage Rates.** The Grantee agrees to pay an average wage rate of $40,400.00 or greater for all full-time employees (including Agency Employees) located at the BIP site. For purposes of calculating the average wage rate, the wages paid to Agency Employees are the wages paid by the temporary employment agency **to** the Agency Employees (**not** the amounts paid by Grantee to the temporary employment agency).

2.4 **Additional Requirements.** The Grantee must meet each of the following additional BIP Requirements in order to remain eligible for the Investment Grants:

a. Take material steps (e.g., commencement of construction, execution of purchase orders, etc.) toward the purchase, installation and completion of the Phase 1 BIP Investment on or before December 31, 2016; and

b. Satisfy the jobs hiring requirement described in **Section 2.2** of this Agreement; and

c. Prior to receipt of any Investment Grant and for each year during the BIP Term, ensure payment in full of all taxes and other charges due and payable to the Town and the County with respect to the BIP Site and all improvements and personal property located thereon and all other taxes owed by the Grantee to the Town and the County, except for any taxes that are being contested in good faith.

d. Certify progress towards the employment of the Minimum Job Amount to Grantors by January 31 of each year of this agreement, such certification to include a copy of the Grantee's Quarterly Tax and Wage Report (Form NCUI 101 filed with the N.C. Employment Security Commission) for each quarter of the immediately preceding calendar year. The initial certificate shall be due on or before the first year for which Grantee request payment of the initial grant installment. If this form is discontinued or modified, a successor form performing a comparable function must be submitted. Should Grantee fail to certify its annual employment numbers by January 31 of each year of this Agreement, Grantors agree to allow Grantee an extended 15-day cure period extending through February 15th to file and certify this particular report annually.

2.5 **Community Impact.** In addition to the Program Requirements, Grantee is encouraged, but not obligated, to maximize its economic impact on the community through the following means:

a. Utilizing locally owned small, minority and women owned businesses when such goods and services can be obtained at competitive costs. A list of local certified Small Business Enterprises and Minority/Women-Owned enterprises is maintained by the County and can be made available to the Grantee upon request.

b. Hiring current residents of Huntersville and/or Mecklenburg County.

c. Participating in local philanthropic giving through a corporate gift to a local charity, sponsorship of community events, and/or conducting an employee giving campaign to a federation of local charities, such as the United Way of Central Carolinas or the Arts & Science Council.

SECTION 3. Monitoring. Compliance with the BIP Requirements set forth in **Sections 2.2, 2.3** and **2.4** shall be accurately determined by the Grantors reasonably and in good faith. With respect to the aspirational items set forth in **Section 2.5**, Grantor shall encourage and interact with the Grantee, and from time to time provide the Grantee with additional information to aid Grantee's attainment of these items where possible. Subject to any applicable federal, state or local laws or regulations applicable to the Grantee or its employees respecting employee privacy or company confidential information, the Grantee agrees to interact with and share information with Grantor on the extent to which the Grantee has attained the aspirational items set forth in **Section 2.5**. Subject to any applicable federal, state or local laws or regulations applicable to the Grantee or its employees respecting employee privacy or company confidential information, the Grantee agrees that any duly authorized representative of the Grantor shall, at all reasonable times and on reasonable prior written notice and at Grantor's sole cost and expense, have access to and the right to inspect, copy, audit, and examine all of the relevant books, records, and other documents relating to the Grant and the fulfillment of this Agreement throughout the BIP Term.

SECTION 4. Payment of Investment Grants.

(a) **Phase 1 BIP Term.** Upon initial certification by the Grantors that the Grantee was in compliance with the Phase 1 BIP Term Requirements for an entire calendar year (the first calendar year of the Phase 1 BIP Term), the Grantors shall pay to the Grantee within sixty (60) days of the date of the certification an Investment Grant for year one of the Phase 1 BIP Term. The Grantors shall endeavor to determine compliance within sixty (60) days after the end of each calendar year of the Phase 1 BIP Term. During the remaining years of the Phase 1 BIP Term, Investment Grants will be paid within sixty (60) days after the Grantors determine that the Grantee is in continuing compliance with the Phase 1 BIP Term Requirements.

(b) **Phase 2 BIP Term.** Upon initial certification by the Grantors that the Grantee was in compliance with the Phase 2 BIP Term Requirements for an entire calendar year (the first calendar year of the Phase 2 BIP Term), the Grantors shall pay to the Grantee within sixty (60) days of the date of the certification an Investment Grant for year one of the Phase 2 BIP Term. The Grantors shall endeavor to determine compliance within sixty (60) days after the end of each calendar year of the Phase 2 BIP Term. During the remaining years of the Phase 2 BIP Term, Investment Grants will be paid within sixty (60) days after the Grantors determine that the Grantee is in continuing compliance with the Phase 2 BIP Requirements.

(c) **Maximum Grant Amounts.** The total maximum County grant amount for the Phase 1 BIP Term grant is $177,129 and the total maximum County grant amount for the Phase 2 BIP Term grant is $120,295. The total maximum Town grant amount for the Phase 1 BIP Term grant is $86,391.25 and the total maximum Town grant amount for the Phase 2 BIP Term grant is $37,515.00.

Investment Grant amounts will be determined in accordance with the following:

4.1 **Year One.** For year one of the Phase 1 BIP Term, the Grantors shall collectively pay to the Grantee an Investment Grant equal to fifty percent (50%) of the new property taxes paid by the Grantee.

4.2 **Subsequent Years.** In each of the following four (4) years of the Phase 1 BIP Term, the Investment Grants shall be an amount equal to fifty percent (50%) of the new

property taxes paid by the Grantee.

4.3 **Phase 2 BIP Grant.** If Grantee qualifies for the Phase 2 Grant, during each year of the five (5) year Phase 2 BIP Term, the Grantors shall collectively pay to Grantee an Investment Grant equal to fifty percent (50%) of the new property taxes on the Phase 2 Investment paid by the Grantee.

4.4 **Termination of Payments.** After payment of the Investment Grant for year five (5) of the Phase 1 BIP Term, and if applicable, for year five (5) of the Phase 2 BIP Term, no additional Investment Grants shall be made with respect to the BIP Investment Property or Replacement Property covered by this Agreement.

4.5 **Share of Payments by Grantors.** The share of the payments from the Grantors shall be based on the proportional Town/County tax rates for the applicable BIP Investment Property or Replacement Property, for the current fiscal year in which each grant payment is made.

4.6 **New Property Taxes.** The New Property Taxes are the incremental business and real property taxes paid by the Grantee above and beyond those business and real property taxes paid by the Grantee to the Grantors prior to the investment; and/or the business and real property taxes generated from the property prior to the investment. New Property Taxes for the Phase 2 BIP Term shall mean additional taxes on new property at the site over and above that new property to quality for the Phase 1 BIP Term.

SECTION 5. Loss of Investment Grants. If the Grantors determine that the Grantee has NOT met each BIP Requirement for either Phase 1 or Phase 2, then Investment Grants for the year(s) of non-compliance will NOT be made. The Grantee may seek reinstatement for BIP Investment Grant eligibility for subsequent years by submitting satisfactory evidence of compliance with each BIP Requirement to the Grantors. If the failure to meet the Requirements is the removal of the Phase 1 Investment Property at a time when Phase 2 Investment Grants are being made, Phase 2 Investment Grants would cease, and the Grantors would take action under Section 6 to seek refund of the Phase 1 Investment Grants.

SECTION 6. Refund of Investment Grants. If Grantee removes the Phase 1 Investment Property from Huntersville during the five-year Phase 1 BIP Term, the Grantee shall pay to the Grantors the entire amount of the Phase 1 BIP Term Grant payments made to date. If Grantee removes fifty percent (50%) or more of the Phase 1 Investment Property after the Phase 1 BIP Term payments are completed, but during the Phase 2 BIP Term, the Phase 2 BIP Term payments shall cease and the Grantee shall pay the Grantors the Phase 1 BIP Grant Term Payments according to the following schedule:

- Within one year of end of Grant Term — 100% of Grant Payments
- Within two years of end of Grant Term — 80% of Grant Payments
- Within three years of end of Grant Term — 60% of Grant Payments

- Within four years of end of Grant Term 40% of Grant Payments
- Within five years of end of Grant Term 20% of Grant Payments

If the Grantee removes the Phase 2 Investment Property from Huntersville during the five-year Phase 2 BIP Term, the Grantee shall pay to the Grantors the entire amount of the Phase 2 BIP Term Grant payments made to that date. If Grantee removes fifty percent (50%) or more of the Phase 2 Investment Property after the Phase 2 BIP Term payments are completed, the Grantee shall pay the Grantors the Phase 2 BIP Term Grant Payments according to the following schedule:

- Within one year of end of Grant Term 100% of Grant Payments
- Within two years of end of Grant Term 80% of Grant Payments
- Within three years of end of Grant Term 60% of Grant Payments
- Within four years of end of Grant Term 40% of Grant Payments
- Within five years of end of Grant Term 20% of Grant Payments

The North Carolina Department of Commerce (**"NC DOC"**) has awarded a One North Carolina Fund Grant (**"State Grant"**) to this project pursuant to the terms of the State Grant and, Grantors are required to provide a local matching grant. The Investment Grants provided for in this Agreement constitute such local matching grant. In the event that Grantee fails to earn the full grant amount contemplated by this Agreement, or is required to make a refund pursuant to this section, Grantee acknowledges that Grantors may be obligated to refund all or a portion of the State Grant to the NC DOC. In the event that Grantors are required to refund all or a portion of the State Grant, Grantee shall also pay Grantors an amount equal to the amount actually refunded by the Grantors to the NC DOC, which payment shall be made within fifteen business days after Grantee is notified by Grantors that Grantors have made a refund to the NC DOC. In connection with any notification, Grantors shall provide the Grantee with evidence reasonably satisfactory to the Grantee evidencing such refund payment. The Grantee shall not be required to pay to Grantor any amount that the Grantee receives directly from the NC DOC.

SECTION 7. <u>ARBITRATION</u>. If a dispute arises between the Grantors and the Grantee, or between the Town and the County concerning this Agreement, either party involved in the dispute may refer the dispute to arbitration by a request made in writing upon the other. Within thirty (30) days of the receipt of such a request, the parties shall select a single arbitrator to hear the matter. If the parties are unable to agree on the selection of a single arbitrator, then each party shall name one arbitrator, and the two arbitrators thus selected shall select a third arbitrator; provided, however, if either party fails to select an arbitrator, or if the two arbitrators selected by the parties fail to select the third arbitrator within thirty (30) days after the appointment of the second arbitrator, then in each such instance a proper court, on petition of a party, shall appoint the second or third arbitrator or both, as the case may be, in accordance with North Carolina law. The matter shall be settled in accordance with the North Carolina law then in effect, and a judgment of the arbitration award may be entered in any court having jurisdiction thereof. Any arbitration shall be conducted only in Mecklenburg County, North Carolina, unless the parties agree otherwise, and a Mecklenburg County Court shall be the sole jurisdiction for finding such judgement.

SECTION 8. Miscellaneous.

8.1 **Notices.** All notices, certificates or other communications required by or made pursuant to this Agreement shall be in writing and shall be (i) delivered by certified first-class prepaid mail, return receipt requested, (ii) sent by facsimile transmission or electronic mail or (iii) delivered by overnight courier service, to the County, the City or the Grantee Parties at their respective addresses set forth below, or at such other address, notice of which may have been given to the other Party in accordance with this **Section 8.1**:

The County: Mecklenburg County
Charlotte-Mecklenburg Government Center
600 East Fourth Street
Charlotte, North Carolina 28202
Attention: County Manager
Fax Telephone No. (704) 336-2380

Copy to: Tyrone Wade, County Attorney
Charlotte-Mecklenburg Government Center
600 East Fourth Street
Charlotte, North Carolina 28202
Fax Telephone No. (704) 336-2380

The Town: Town of Huntersville
101 Huntersville-Concord Road
Post Office Box 664
Huntersville, North Carolina 28070
Attention: Town Manager
Telephone No. (704) 875-6541

Copy to: Robert B. Blythe, Town Attorney
Town of Huntersville
Post Office Box 664
Huntersville, North Carolina
Telephone No. (704) 766-2239

Grantee: Nutec, Inc.
11810 Mt. Holly-Huntersville Road
Huntersville, North Carolina 28078
Attn: _____
Telephone: _____

Each such notice or other communication shall be deemed to have been duly given and to be effective (w) if sent by certified or registered first-class prepaid mail, return receipt requested, on the date received by the recipient as evidenced by the return receipt, (x) if

sent by facsimile transmission, immediately upon confirmation that such facsimile transmission has been successfully transmitted on a business day before or during normal business hours and, if otherwise, on the business day following such confirmation, (y) if sent by electronic mail, upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent on a business day before or during normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient or (z) if sent by a nationally recognized overnight delivery service, on the day of delivery by such service or, if not a business day, on the first business day after delivery. Notices and other communications sent via facsimile or electronic mail must be followed by notice delivered by hand or by overnight delivery service as set forth herein within five business days.

8.2 **Binding Effect.** This Agreement shall inure to the benefit of and is binding upon the Grantors and the Grantee and their respective successors and assigns.

8.3 **Assignment.** The Grantee may, upon prior written notice to Grantor, freely assign this Agreement to any of their affiliates or in connection with any merger, acquisition (whether of assets or equity), change of control or similar event, provided that the Grantee and its assignees shall remain and become bound by its terms. Any other assignment shall require the consent of Grantors, which shall not be unreasonably withheld, provided that Grantee and any such assignee shall remain and become bound by its terms.

8.4 **Amendments, Changes, and Modifications.** Except as otherwise provided in this Agreement, this Agreement may not be amended, changed, modified or altered except by written agreement of the parties.

8.5 **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

8.6 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such fully executed counterpart.

8.7 **Governing Law.** This Agreement is governed by and shall be construed in accordance with the laws of the State of North Carolina, without regard to principles of conflicts of law.

8.8 **Captions.** The captions or headings used throughout this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision of this Agreement.

8.9 **Confidentiality.** The Grantee and the Grantors acknowledge that certain Exhibits to this Agreement, and/or other information provided by the Grantee pursuant to this Agreement, may contain the Grantee's trade secrets and confidential information. Accordingly, the Grantors will maintain information marked as "Trade Secrets" or "Confidential" in confidence, unless its release is consented to in writing by the Grantee, or the Grantors are ordered by a court of competent jurisdiction to release such information. In the event of any such lawsuit, Grantors agree to give the Grantee notice of such legal action and to allow the Grantee to participate in its defense.

8.10 **Construction.** The parties acknowledge and stipulate that this Agreement is the product of mutual negotiation and bargaining and that it has been drafted by counsel for the parties. As such, the doctrine of construction against the drafter shall have no application to this Agreement. This Agreement and its Exhibits, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between the Grantee and Grantors concerning the Investment Grants and the terms herein shall not be deemed to limit any other agreements regarding investment or jobs between the Grantee and Grantors.

8.11 **Compliance with Miscellaneous Legislative Requirements**. Grantee agrees that it is in compliance with, and will comply with, the provisions in Exhibit D.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first written.

MECKLENBURG COUNTY

By: _____
County Manager (Acting)

ATTEST:

By: _____
Clerk to the Board

[COUNTY SEAL]

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

_____

By: _____
Director of Finance
Mecklenburg County

Approved as to Form:

_____
County Attorney

TOWN OF HUNTERSVILLE

By: _____
Anthony Roberts, Town Manager

ATTEST:

By: _____
Town Clerk

[TOWN SEAL]

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

By: _____
Director of Finance
Town of Huntersville

Approved as to Form:

_____
Robert B. Blythe, Town Attorney

NUTEC, INC.

By: _____

Title: Genaro F. Cueva Damone President

ATTEST:

By: _____

Title: Alejandra Martínez, Secretary, Nutec Inc

[CORPORATE SEAL]

NUTEC

EXHIBIT A

(BIP Application)

CHARLOTTE

COMPANY APPLICATION FORM
Business Investment Program

This application form is intended for [illegible] and approved prior to any announcement of the project.

This application is subject to disclosure as exempt by the Iowa Company Confidentiality Act [illegible] N.S. Code [illegible] Supplement [illegible] does, however, exempt from disclosure information that qualifies as a trade secret. Any information submitted as a trade secret should be labeled "trade secret" at the top of its other pages to be [illegible] Charlotte and Monticello County.

General Information

Name of Company	Nutec Inc.
Street Address	[illegible]
City	Monterey
State	Nuevo Leon, Mexico
Zip Code	[illegible]
Federal Tax Identification No.	Nutec [illegible] Federal Employer Identification Number (FEIN)
Contact Person	[illegible]
Title	[illegible]
Telephone	[illegible]
Facsimile	None
Email	[illegible]
NAICS Code	[illegible]
Type of Business	[illegible]

In the space below, please provide a brief description of the proposed industrial project, including the site location, products/services to be provided, physical facility, other business activities, hours of operation, etc.

First U.S. manufacturing and distribution facility for Nutec. The facility will manufacture and distribute high quality ceramic fiber throughout the United States and Canada. The planned investment is for the ultimately of a [illegible] one manufacturing plant. Within [illegible] the operation is expected to employ 50 workers (2 hourly with an approximate $2.4 million dollar payroll plus employee benefit package [illegible]) and by 2024 the total operation is expected to employ [illegible] workers with an approximate payroll of [illegible] million dollars plus an employee benefit package. Estimated investment [illegible] proposed by 2024. [illegible]

Minimum Eligibility Requirements

New Investment:

Address of Proposed Investment Location	[illegible] Monterey Industrial Park [illegible] Nuevo Leon
Parcel Numbers	[illegible]

Current Owner of Investment Location: [illegible] Nicholas DeBlanger [illegible]

Current/Proposed interest in the site: Purchase both parcels

Expected new investment at location:

	Amount	Estimated timeline
Land cost	$ [illegible]	[illegible]
Buildings, infrastructure	$ [illegible]	December [illegible]
Machinery and equipment	$ [illegible]	December [illegible]
Other	$ [illegible]	Add'l invest prior to 2024
Other Details for [illegible]	Projected Add'l Invest by 2024 [illegible]	
Total investment:	[illegible]	

If any of the machinery or equipment is to be purchased, please complete the following:

Type of Equipment	Value	Location
Transportation, such as forklifts	Not Known	Not Purchased

If you are entering into a lease agreement for your site, please fill out the cost of space and length of the lease term in the following categories:

Type of Space (office, [illegible])	Lease Cost	Term (years)
Not Applicable		

Job Creation & Retention:

Proposed new full time jobs: 82 (over 3 to [illegible] years)

Year 1: 36 Year 2: 24 Year 3: 22

If further job creation is contemplated, please describe below:

Are your [illegible] in addition to the [illegible] jobs included in the [illegible] above? [illegible] total employment at the project site [illegible]

Anticipated average wage for new full-time jobs: $46,000

NOTE: [illegible]

If expanding an existing site, how many full-time jobs are currently at the facility? NO

Average wage for all full-time jobs at the facility [illegible]: $60,000

NOTE: [illegible]

The wage rate requirement can be reduced by up to 25% if you are located in the Civic Business Investment Zone and/or participate in assistance programs of the Medicaid Long Term Care, Department of Social Services, WorkFirst, Food Stamps, etc. Could this qualification fit within your overall hiring strategy?

YES NO

Of the new full-time jobs, please [illegible]

Salary Range [illegible]

$30,000 - $35,000	[illegible]	
$35,000 - $40,000		
$40,000 - $45,000	3	
$50,000 - $60,000	2	
$60,000	[illegible]	
$70,000	[illegible]	
$80,000	[illegible]	
$100,000 - $150,000	[illegible]	2
based on 2016 - 52 weeks	[illegible]	[illegible]

Is the company likely to move any existing operations out of the area in a direct or indirect manner? [illegible] No

If yes, what would be the timeframe for the move? Company is new to the U.S.

Number and location of Charlotte/Mecklenburg jobs to be moved: Not Applicable

Amount and location of Charlotte/Mecklenburg investment at risk: Not Applicable

Competition

Other locations being considered for the Project:

State	Candidate	Primary government contact
South Carolina		Brad Morgan [illegible]
	York County, [illegible]	[illegible]
		[illegible]

Describe the nature of the incentives offered by each of the other states. Attach additional sheets if necessary. For example, for each state:

Cash grants (dollar amount and [illegible])	$340,000 Job Development cash grant [illegible]
Tax credits (dollar value and tax [illegible])	$1.4M [illegible] Tax Credits, $[illegible] Sales tax exemption
Tax abatements	$[illegible] [illegible] 5 years, [illegible]
Other incentives	$[illegible] [illegible]

Is this project of substantial importance to your company's [illegible] and [illegible] in the [illegible]

Additional Information

What is the current legal status of your company (e.g., C corporation, LLC, etc.)? Corporation

In which U.S. state is your company organized? State of Delaware

If a foreign applicant, is your company qualified to do business in North Carolina? Yes No

Please list below any material subsidiaries, affiliates, parents and affiliates of your company and their respective principal businesses. If your company is publicly traded, you may submit a copy of the most recent annual report instead.

Holding Company - [illegible] Mexico

Are you aware of any proposed [illegible] or other [illegible] that could affect the business of the proposed investment location(s)?

If so, please disclose.

Are you aware of any company or litigation involving the company that could reasonably be expected to cause a material adverse effect on the company or its business investment? [illegible]

If so, please describe:

Do you have an application pending or do you intend to apply for industrial revenue bond financing for this or a similar project in the Charlotte-Mecklenburg area? [illegible]

What is the assessed tax value of land and improvements for personal property in the investment location? [illegible]

For help go to http://www.[illegible] [illegible] $[illegible]

[illegible]

REPRESENTATIONS

1 The Company has reviewed and understands the Business Investment Program Guidelines.

2 Without this grant from the Charlotte-Mecklenburg Business Investment Program, the Company would not undertake this project in Charlotte-Mecklenburg.

3 The Company understands that receipt of any Business Investment Grant funds will be based upon the achievement of performance criteria that will be set out in a mutually agreeable performance contract between the Company, Charlotte-Mecklenburg and the City of Charlotte.

4 The Company understands that release of any Business Investment Grant funds will be contingent upon provision of adequate documentation of the required investment, job creation and job retention and upon submission of copies of the appropriate quarterly N.C. Employment Security Commission forms described in the grant agreement.

5 The Company understands that approval of this project is contingent on the City of Charlotte and Mecklenburg County does not over-ride [illegible] with any applicable environmental laws, rules, regulations, ordinances in the facility's development.

6 The Company understands that the disbursement of any funds under the Business Investment Program are based upon performance and that the Company may be required to refund part or all grant monies received if the terms of any performance contract are not met.

7 The new jobs used as the basis for this application are net additions to the Company's operations in the City of Charlotte and will not be transferred from any existing operations of the Company or related entity in Charlotte-Mecklenburg.

8 The information provided in this application is true and correct to the best of my knowledge.

9 The information and data presented in this application, [illegible] of the Company are based on current plans and projections and reflect the most data available. In some circumstances within the industry they cause changes. The plans and projections described in this application are made on the basis of the best available information and they represent also the Company's intentions.

10 The following items are attached:

a. Most recent tax bill or receipt showing the real and business personal property tax valuations of the investment location.

b. Statutory statements as to whether any member of management or any shareholder of the Company has been convicted of, or pleaded guilty or nolo contendere to any felony or misdemeanor involving fraud or embezzlement.

c. A completed 3 signed Letter of Commitment form for annual Quarterly Unemployment Insurance Tax Accounts

Signature: _____

Title: _____

Company: _____

Date: _____

NUTEC
NUTEC FIBRATEC, S.A. DE C.V.
Blvd Industrias #1500
R.F.C. [illegible]
Parque Ariam, Saltillo, C.P. 25900
Tel. (01 844) 412 0217 Fax (844) 488 2715

State of _____
County of _____

I, _____, a notary public of the County of _____ in the State of _____, do certify that _____ personally appeared before me this day and first being duly sworn acknowledged that he is _____ (title of officer) of _____ (name of business entity) and that he is authorized to execute the foregoing instrument on behalf of _____ (name of business entity) and executed the foregoing instrument on its behalf.

SEAL

_____
Notary Public
My commission expires: _____

Attachment A

Company Application Form
Business Investment Program

PRINT OUT OF MOST RECENT TAX VALUATION OF PROPOSED INVESTMENT LOCATION (INCLUDE REAL PROPERTY AND BUSINESS PERSONAL PROPERTY IF APPLICABLE)

Attachment B

Company Application Form
Business Investment Program

SIGNATORY STATEMENT

No member of management or any affiliate [illegible] reorganization in bankruptcy or other [illegible] government investigation [illegible]

_____ (Signature) _____ (Date)

_____ (Name [illegible])

_____ (Company Name)

NUTEC
NUTEC FIBRATEC, S.A. DE C.V.
Blvd. Industrias # 1900
R.F.C. NFI-960102-J61
Ramos Arizpe, Coah. C.P. 25900
Tel. 01 (844) 832 9737 Fax (844) 488 2319

Attachment C

Company Application Form
Business Investment Program

WAIVER OF CONFIDENTIALITY
QUARTERLY UNEMPLOYMENT INSURANCE TAX REPORTS

NAME OF TAXPAYER / OR PROJECT [illegible]
ADDRESS [illegible]
PHONE [illegible]
FEDERAL TAX IDENTIFICATION # [illegible]
N.C. UNEMPLOYMENT INSURANCE ACCOUNT # [illegible]

WAIVER

I hereby waive the right to confidentiality [illegible] of G.S. 96-4 [illegible] contained in the above company's quarterly unemployment insurance tax reports to the North Carolina Employment Security Commission and authorize the City of Charlotte and Mecklenburg County to use such information [illegible]

Chief Financial Officer (or Your Authorized Corporate Official [illegible])

Signature

Title

EXHIBIT B THE PROPERTY

Street Address: 11810 Mt. Holly-Huntersville Road
Huntersville, North Carolina 2 8 0 7 8

Tax Parcel ID Numbers: 017-202-01 and 017-202-04

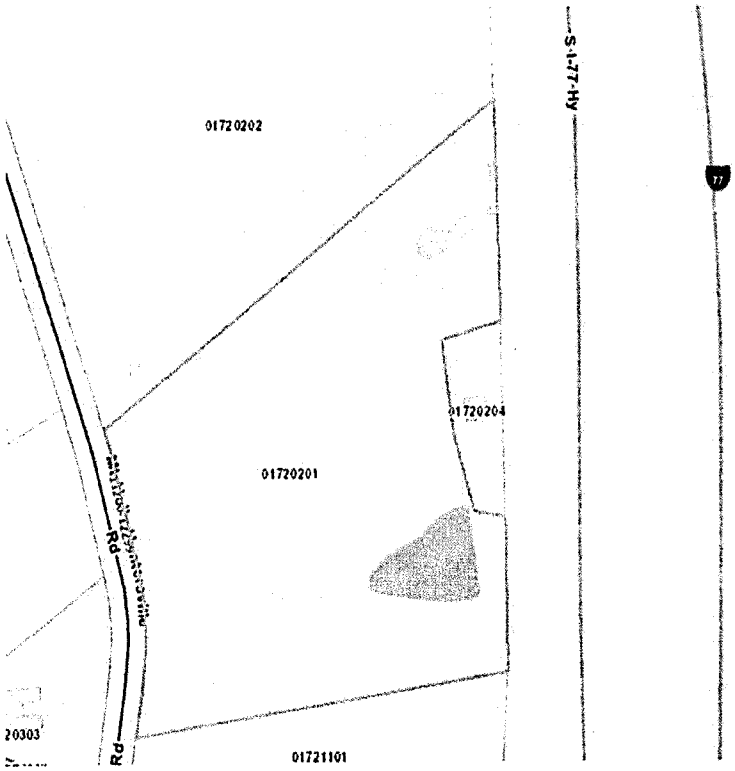


EXHIBIT C

As required by Section 2.1 of the Agreement, the Town of Huntersville and Mecklenburg County have verified that the investment shown on the attached schedule was made by the Grantee, and qualifies as Grant Investment under the Agreement.

Approved as Exhibit C to Agreement:

_____	_____
Town Manager (or designee)	(date)
_____	_____
County Manager (or designee)	(date)

EXHIBIT D

E-VERIFY

As a condition for payment under this Agreement, Grantee shall: (i) comply with the E-Verify requirements set forth in Article 2 of Chapter 64 of the North Carolina General Statutes (the "E-Verify Requirements"); and (ii) cause each subcontractor under this Agreement to comply with such E-Verify Requirements as well. Grantee will indemnify and save harmless the Grantors from all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, interest charges and other liabilities (including settlement amounts) incurred on account of any failure by Grantee or any subcontractor to comply with the E-Verify Requirements.

IRAN DIVESTMENT ACT CERTIFICATION

Grantee certifies that as of the date of this Agreement, Grantee is not currently listed on the Final Divestment List created and maintained by the North Carolina State Treasurer, and is in compliance with the Iran Divestment Act as set forth in N.C.G.S. § 147-86.55-86.63. Further, Grantee shall not utilize in the performance of the Agreement any subcontractor that is identified on the Final Divestment List. The Divestment List may be found on the State Treasurer's website at www.nctreasurer.com/Iran.

Town of Huntersville
Town Board
April 19, 2021

To: Town Board

From: Pattie Ellis

Date: April 19, 2021

Subject: Consider approving budget amendment for reimbursement to Nutec in the amount of $11,621.27 per the Incentive Agreement with the use of General Fund Balance. *(Pattie McGinnis)*

EXPLAIN REQUEST:

The Town Board approved a Business Incentive Grant with Nutec on October 5, 2015. This incentive provides payment of 50% of the new property taxes paid and a maximum of $22,700 reimbursement for survey and boring fees. Nutec has paid their FY 2020 business personal property taxes and has requested reimbursement according to their incentive agreement. This item would approve funding the $11,621.27 payment per the agreement with the used of General Fund Balance.

ACTION RECOMMENDED:

Approve budget amendment and Incentive payment.

FINANCIAL IMPLICATIONS:

Reduce general fund balance by $11,621.27 to comply with incentive agreement terms.

ATTACHMENTS:

1. NUTEC FY2021 BIP Payment

Peter Q. Zeiler, CEcD; Director
Office of Economic Development
Peter.Zeiler@MeckNC.Gov
(980) 314-2938

Michael Boger; Business Manager
Office of Economic Development
Michael.Boger@MeckNC.Gov
(980) 314-2179

MECKLENBURG COUNTY
North Carolina
Office of Economic Development

Business Investment Program

FY2021 Request for Payment

March 4, 2021

Grantee: **NUTEC, Inc. (Phase 1)**

This document confirms that NUTEC, Inc. (Phase 1) has met all eligibility requirements for grant disbursement in FY2021. Mecklenburg County has authorized a payment of $29,871.50 for its share of the FY2021 grant disbursement, and requests the Town of Huntersville to authorize a FY2021 grant disbursement in the amount of $11,621.27. The combined FY2021 disbursements total $41,492.77.

Grant Information					
Grant Year		4	Max County Grant	$	177,129.00
Grant Term		5	Previous Disbursements	$	123,732.45
Grant Percent		50%	Remaining County	$	53,396.55
Baseline Capital Value	$	388,300.00	Max Municipality Grant	$	86,391.25
Expiration Date		N/A	Previous Disbursements	$	46,580.02
			Remaining Municipality	$	39,811.23

Contractual Obligations		
Expected Jobs		38
Required Jobs		31
Jobs Retained		0
Required Wages	$	40,400.00
Required Capital	$	10,600,000.00
Capital Depreciated	$	-

Annual Performance		
Actual Jobs		46
Jobs Retained		0
Actual Wages	$	54,819.20
Actual Capital	$	10,072,691.00
Capital Less Baseline	$	9,684,391.00
Disbursement Status		Eligible

County Disbursement Calculation		
Capital Less Baseline	$	9,684,391.00
Value per $100	$	96,843.91
Tax Rate	$	0.6169
Taxes Paid	$	59,743.01
Grant Percent		50%
Prior Year Overpayment	$	-
Disbursement Amount	$	29,871.50

Municipality Disbursement Calculation		
Capital Less Baseline	$	9,684,391.00
Value per $100	$	96,843.91
Tax Rate	$	0.2400
Taxes Paid	$	23,242.54
Grant Percent		50%
Prior Year Overpayment	$	-
Disbursement Amount	$	11,621.27

Combined Total Disbursement $ 41,492.77

Town of Huntersville
Town Board
April 19, 2021

To: Town Board

From: Brian Richards, Assistant Director

Date: April 19, 2021

Subject: **QUASI-JUDICIAL.** Conduct evidentiary hearing and consider decision on Trails End Subdivision Sketch Plan. *(Brian Richards)*

EXPLAIN REQUEST:

Make a decision on Trails End Subdivision Sketch Plan. A request by Trails End Bowman LLC to subdivide +/- 58.96 acres of land located at the intersection of Asbury Chapel Rd and Trails End Ln to create an 81 Lot Single Family subdivision. Parcel IDs: 01917105, 01917104, 01917101).

ACTION RECOMMENDED:

Make a decision on Trails End Subdivision Sketch Plan. A request by Trails End Bowman LLC to subdivide +/- 58.96 acres of land located at the intersection of Asbury Chapel Rd and Trails End Ln to create an 81 Lot Single Family subdivision. Parcel IDs: 01917105, 01917104, 01917101).

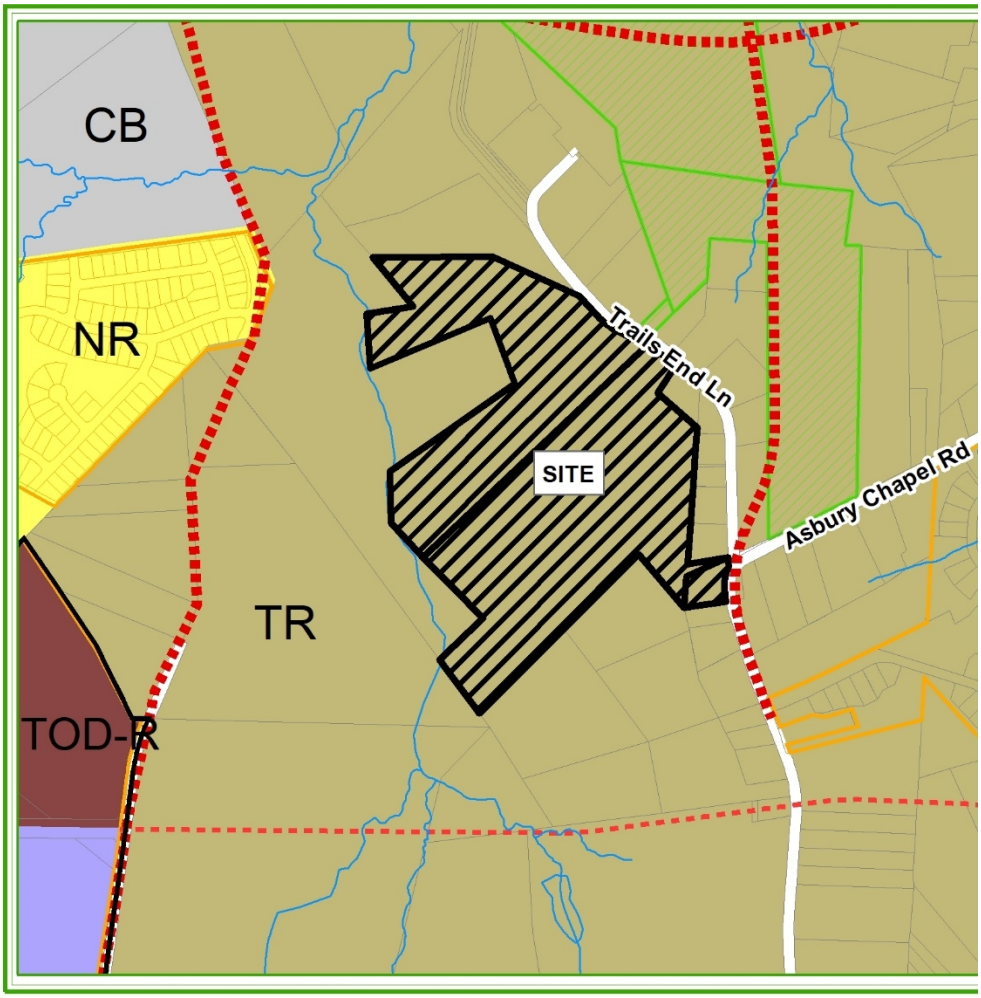
FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Attachment A - Application
2. Attachment B - Site Plan
3. Attachment C - Neighborhood Meeting
4. Attachment D - E&T letter report - Trails End Site_1-25-21
5. Attachment E - Trails End SF DOA Letter 3-15-2021
6. Attachment F - CMS Report
7. Attachment G - USFWS Response

Trails End Subdivision Sketch Plan

PART 1: PROJECT SUMMARY



Applicant: Trails End Bowman, LLC

Property Owner(s): Multiple owners, see Attachment A.

Property Address: 11615 Trails End Lane, 11301 Trails End Lane and 11225 Asbury Chapel Road.

Project Size: (+/-) 58.96 acres

Parcel Number(s): 01917105, 01917104, & 01917101

Current Zoning: Transitional Residential (TR).

Current Land Use: vacant & single-family homes

Proposed Land Use:
81 single-family homes

PART 2: SITE PLAN DESCRIPTION AND ISSUES

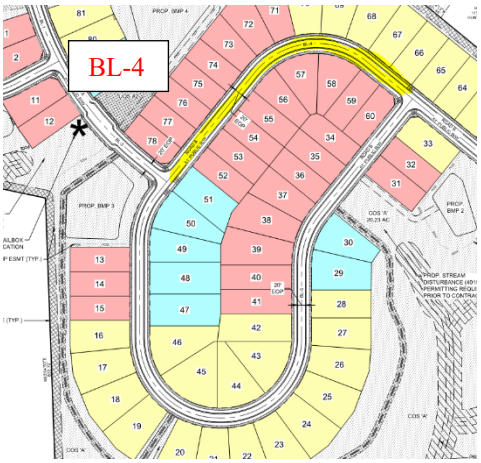
1. Purpose: To subdivide 58.96-acres of land located west along the intersection of Asbury Chapel Road and Trails End Lane (shown as "site" above) into 81 single-family lots.
2. Adjoining Zoning and Land Uses:
   North: *Transitional Residential (TR) – Ferrelltown Nature Preserve*
   South: *Transitional Residential (TR) – single-family homes*
   East: *Transitional Residential (TR) – single-family homes*
   West: *Transitional Residential (TR) – vacant*
3. A neighborhood meeting was held on January 14, 2021. The complete meeting summary is provided in Attachment C.
4. The proposed subdivision has 81 single-family homes, with lots averaging 11,146 sq. ft. in size and 66 ft. in width.
5. There are 101 specimen trees on the site. In the TR zoning district, 35 percent (36 trees) of the specimen trees are required to be saved and the developer proposes to save 60 specimen trees (59.4%). There are no known

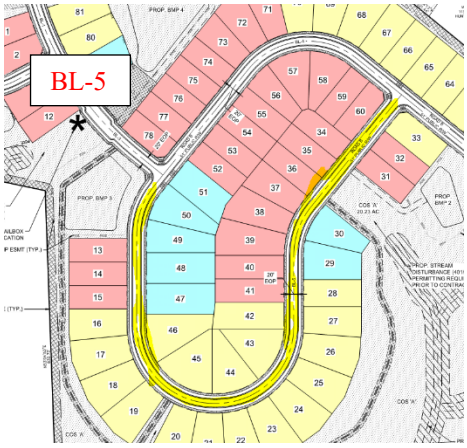
heritage trees on the site. Approximately 96.74% of the site is covered by tree canopy and the developer proposes to save 22.76-acres (39.9%) of the canopy (35% required in TR).

6. The subdivision will be developed in two (2) phases.
7. A water quality concept plan is being reviewed by the Town but has not been approved as of the date of this report.
8. A "Willingness to Serve" letter was provided by Charlotte Water on October 10, 2020.
9. Required Urban Open Space is provided via a private trail that is 2,661 linear feet and a pocket park which is 13,760 sq. ft. Overall open space totals are 25.77-acres (43.7%).
    a. *Staff has concerns about the urban open spaces meeting the intent of the Ordinance. The developer is working on designs to submit.*
10. A 20' undisturbed residential buffer is being maintained around the project boundary. On Trails End Lane and Asbury Chapel Road, a required 80' buffer is being shown.
11. The applicant is requesting the following modifications to Ordinance Requirements:
    - <u>Block Length:</u> The applicant is requesting a block length modification per Article 5.2 which states major residential subdivision blocks are not to exceed 800 linear feet. This Article also allows the Town Board to authorize greater block lengths where a longer block will reduce the number of railroad grade crossings, major stream crossings; or, where longer blocks will result in an arrangement of street connections, lots and public space more consistent with Article 5 and Article 7.

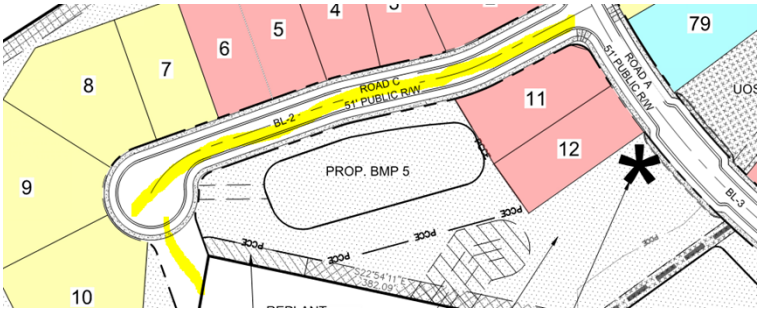
      Block Length 4 (highlighted on image to the right above) is 817 feet and Block Length 5 (highlighted on the to the right below) is 1,743 feet

      Staff supports this modification request due to the topographic nature of the site and location of SWIM buffers (see map on page 3-red indicates steep slopes).





12. The applicant is requesting a modification for Road C (below) which measures at 517'. Per Article 7.150, Cul-de-sacs may not be longer than 350'. This requirement can be modified where topographical or other unusual conditions exist. Staff supports the modification request due to the adjacent topography.



13. Open Space Evaluation Criteria in Section 7.13 of the zoning Ordinance indicates the below criteria will be considered indicating a design is appropriate to the site's natural, historic and cultural features:

    (h) Protects wildlife habitat areas of species listed as endangered, threatened, or of special concern by the U.S. Environmental Protection Agency and/or by the North Carolina Department of Environment, Health and Natural Resources.

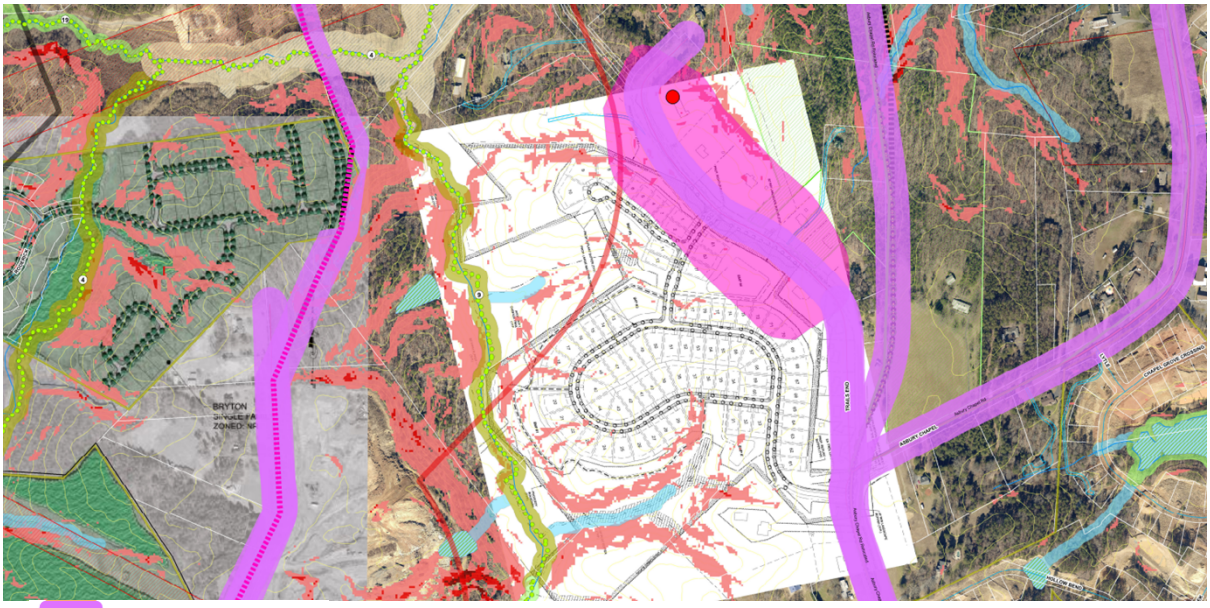
    The below map indicates there is a **potential** Natural Heritage Element of Federal and State Threatened and Endangered Species on this property (Schweinitz' Sunflower-red area below). Attachment "D" is an environmental report from the applicant's consultant stating that "marginal habitat of this species is present in the open areas along the Trails End Road right-of-way and also the small powerline right of way that bisects this property." In addition, the report indicates "During the systematic survey of these areas, no individuals of Schweinitz' sunflower were observed." The report also states "…a thriving population on the opposite side of the road from the project site, along Trails End Road…" was observed (see below photo). The biological conclusion of the report is that the development "may effect, but not likely to adversely affect" the Schweinitz' Sunflower.

    a. *Staff is trying to determine if road improvements required to Trials End as a result of this development could be impacted by the presence of the Schweinitz' sunflower (see Part 3 below).*

    Staff received an updated Environmental report that revised biological conclusions on two species, the Carolina heelsplitter and the Smooth coneflower:

    1. Carolina Heelsplitter – This species inhabits shaded areas in small streams and the project area does contain small to medium sized streams that may provide marginal habitat for this species. The biological conclusion of the report is that the development "may effect, but not likely to adversely affect" the Carolina Heelsplitter.
    2. Smooth Coneflower – The report states "habitat potential would be considered marginal within the small power line right of way and along the Trails End road right of way and low across the rest of the site." In additional the report states, "these surveys did not reveal any occurrence of the smooth coneflower." The biological conclusion of the report is that the development "may effect, but not likely to adversely affect" the Smooth Coneflower.

    The US Fish and Wildlife Services also provided a response that supports the conclusions of the Environmental report (Attachment G).



80' Buffer

Natural Heritage Elements

PART 3: TRANSPORTATION ISSUES/TRAFFIC IMPACT ANALYSIS (TIA)

Traffic Impact Analysis (TIA)

A TIA was not required for the development as the trip generation projected was below the Town's thresholds for requiring study.

Transportation Issues:

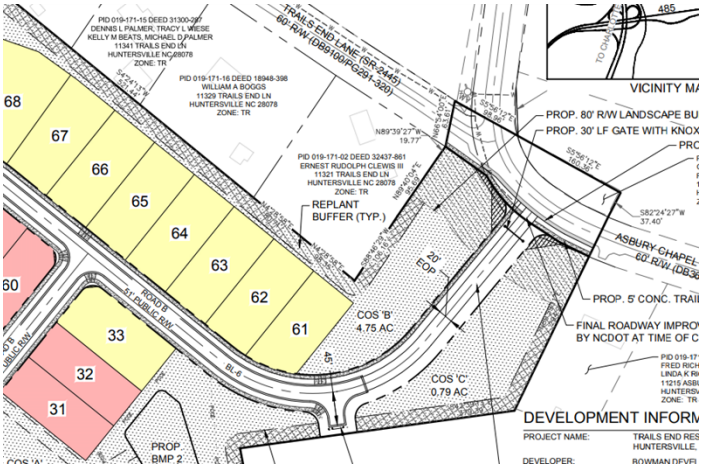
- Asbury Chapel Road is a minor thoroughfare, and the R/W line needs to be 35' from the road centerline. The plan is currently showing 30'.

NCDOT will require the following on Trails End Lane:

- Existing pavement on Trails End Lane will need to be upgraded. The exact upgrade is unknown at this time, but the applicant is continuing to work with NCDOT.

Verification from NCDOT is needed that the alignment of Road B where it intersects with Asbury Chapel Road is in the correct location when Asbury Chapel thoroughfare is built.

Verification Road B can legally connect with Asbury Chapel Rd. when the future thoroughfare is built without further approval from anyone with an interest in that right-of-way.



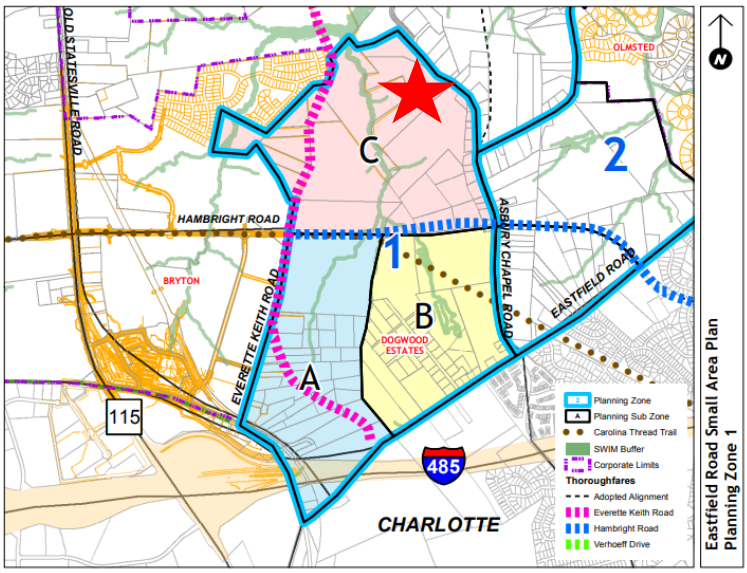
PART 4: PLANNING STAFF ANALYSIS

Section 6.200 of the Subdivision Ordinance outlines the "general requirements and policies to be used in the design, review, and approval" of subdivisions in the Town of Huntersville. The following staff findings are provided for the Board's consideration of the Trails End Subdivision Sketch Plan.

1. **Consistency with adopted public plans and policies.**

The 2014 adopted Eastfield Road Small Area Plan calls for this area (C on the map) to remain Transitional Residential until such time as Hambright Road is extended to Eastfield Road.

This proposed plan is in keeping with the recommended future land use.



The following sections of the 2040 Huntersville Community Plan apply to this request:

- The proposed Trails End Subdivision lies completely within the "Residential Edge" Future Land Use Character Area of the 2040 Community Plan. The Residential Edge Character Area "provide transition from higher density areas to lower density areas. New development has mostly single-family homes with some attached residential possible. Average densities are 1.5 units/acre. Flexibility in lot sizes and housing types are possible with higher amounts of quality open space."
- **Policy LU 2.2: Lower intensity residential uses are expected within the Residential Edge and Rural Conservation areas identified on the Future Land Use Map**.
  Comment: The subdivision's density is 1.37 units per acre, which is less than the Transitional Residential (TR) District limit of 1.5 units per acre.

- **Policy LU 5.2: Continue to require a Traffic Impact Analysis for developments that exceed a traffic generation threshold to promote development concurrent with transportation improvements town-wide**.
  Comment: A TIA was not required by the Town (see Part 3 of this report). However, NCDOT is requiring that Trails End Lane be upgraded along the frontage of the property to the intersection of Asbury Chapel Road.
- **Policy LU 7.1: Require all new development to adhere to the design principles –** In lower intensity area, preservation of rural character and natural resources are prioritized.
  Comment: The stream areas are to be saved as well as existing vegetation along Asbury Chapel Road and Trails End Lane.
- **Policy LU 10.2: Continue to encourage a mix of lot sizes in new developments**.
  Comment: The proposed development provides three (3) lots widths, as required by the Zoning District. The lots are as follows: 60 ft. wide (37 lots), 70 ft. wide (35 lots) and 80 ft. wide (8 lots).
  - *The plan is currently showing 60' as the minimum lot width which requires on-street parking per Article 5. Applicant has stated lot width will be increased so on-street parking is not required. This will need to be revised on the plans.*
- **Policy EOS 2**.1: Continue to require and incentivize open space reservation in Residential Edge, Rural Conservation and Critical Watershed areas. Encourage new developments to have at least 40% open space in new developments in these areas.
  Comment: 38% open space is required for this subdivision and the plan is showing 43.7%.
- **Policy EOS 4.3: Plant more trees and continue to require street trees in new developments.**
  Comment: Street trees are provided along all new streets and a double-row of trees will be provided on along Trails End Lane (developer to utilize existing vegetation for the second row).
- **Policy EOS 8.2: Work toward the goal of 100% of residents within a 10 minute walking distance of a park, formalized or curated natural areas, publicly-accessible passive open space area or greenway access point.**
  Comment: This development is directly across the street from Ferrelltown Park Undeveloped and Ferrelltown Nature Preserve Undeveloped. In addition, the applicant is providing a 5' natural surface trail and proposing a 100' greenway trail construction access easement along the western boundary of the property.

- **Policy EOS 8.3: Continue to require locational standards for open space in new developments.** Urban Open Space should be located within walking distance of homes in new subdivisions that are not located in rural areas. Open space should be located in undivided preserves where possible and should be accessible to the largest number of lots with the development.
  Comment: All lots within the subdivision have appropriate access to the two (2) Urban Open Spaces.
  - *Staff needs to evaluate urban open space designs to ensure these proposed areas meet our Ordinance requirements.*
- **Policy EOS 10.1: Implement the Greenway, Trail and Bike Committee's "30 x 30" Plan.** Connect all parks, schools, neighborhoods and major shopping into the Town's Greenway System (The Vine) by

2030 incrementally over the next 10 years. Include greenways, sidewalks, multi-use paths, trails and dirtways.
Comment: The proposed subdivision is reserving a greenway trail construction easement along the western boundary of the property. Staff has suggested to tie the proposed 5' natural path to the property boundary to give access to future residents to utilize the Town's greenway system and the applicant has agreed. The plan will be revised to show this.

- **Policy PS 8.1: Continue to require new development to provide extensions (of public services) and infrastructure to serve new development, particularly in activity centers.**
  Comment: Water and sewer is to be extended to this property, which will provide access to adjacent properties, as well.
- **Policy T 3.1: Continue to enhance street connectivity by requiring connections among different uses.** Continue to require street connectivity among residential, commercial, employment, recreational and institutional uses. Context-sensitive street design should be applied.
  Comment: The subdivision provides one (1) connection to Trails End Lane and R/W reservation to Asbury Chapel Road; once improvements occur to Asbury Chapel Road this entrance may become full access. In addition, the applicant has proposed 51' of R/W to connect into the adjacent property at a future time at the end of the cul-de-sac as well as one (1) stub to an adjacent property on the southern boundary.
- **Policy T 3.2: Improve multimodal connectivity by coordinating with other departments to implement the Huntersville Bicycle Master Plan, expanding the greenway network and supporting enhanced pedestrian connections.**
  Comment: The applicant is installing a 5' bike lane along Asbury Chapel Road as well as reserving a 100' greenway trail construction access easement along the western boundary of the property.
- **Policy T 5.3: Support NCDOT's Complete Streets Policy.** Complete streets policies require all streets to be planned and designed to consider the safety and accessibility of all users, no matter their age and ability. Complete streets prioritize sidewalks, bicycle facilities and safe crossings in accordance with the street's context and function.
  Comment: All proposed streets utilize the Town's residential street cross-section and provide appropriate lane widths and sidewalks on both sides. The applicant is also providing sidewalk and a 5' bike lane along Asbury Chapel Road.

2. Conformity.
The proposed development is in keeping with the density in other major subdivisions (Chapel Grove and Olmsted) in this area.

3. Access between Adjoining Properties.
The subdivision provides one (1) connection to Trails End Lane and R/W reservation to Asbury Chapel Road; once improvements occur to Asbury Chapel Road this entrance may become full access. In addition, the applicant has proposed 51' of R/W to connect into the adjacent property at a future time as well as one (1) stub to another adjacent property.

4. Relation to topography.
The street network is designed to respect the general topography, foliage and avoid sensitive streams. Thus, the request for the block length modifications.

5. Mature trees and natural vegetation.
The proposed project is required to save 35 percent of the tree canopy, 35 percent of the specimen trees and 100% of the heritage trees. All three of these requirements are being satisfied, as outlined in Part 2, Item 5.

6. Access to parks, schools, etc.

No schools are within proximity to the proposed development. There is a proposed greenway in proximity to the site (to the west), and the applicant has agreed to connect their private trail to the edge of the property to connect residents to the future public greenway.

7. Discourage through traffic.
All streets are appropriately sized for traffic and there is no straight access to any adjoining property.

8. Relationship to railroad rights-of-way.
Not Applicable.

9. Half streets.
Not Applicable.

10. Parallel streets along thoroughfares.
Not Applicable.

11. Public School and Public Park Sites
The parcels associated with Trails End Sketch Plan have not been identified for a school or park site.

12. Public Facilities
The parcels associated with the Trails End Subdivision Sketch Plan have not been identified for a public facility.

13. Proposed street names
The street names for Trails End Subdivision Sketch Plan would be approved with Preliminary (Construction) Plan submission (if Sketch Plan is approved).

14. Easements.
Easements have been identified and the plans have been sent to the respective Engineering and Utility Departments.

15. Proposed water and sewerage system.
Water and sewer will need to be extended to the development. A "Willingness to Serve" letter from Charlotte Water, has been provided.

16. Restrictions on the subdivision of land subject to flooding.
There is one stream and there is no development proposed within the floodplains of that stream

17. Open Space
The property is zoned Transitional Residential (TR). To yield 81 single family lot a total of 38% open space is required. The applicant is providing 43.7% open space. Urban Open Space is being provided through the use of a private trail and a pocket park.

18. Impact of Development on Public Facilities
Under the provisions of the APF Ordinance, all residential development greater than twenty (20) lots are required to receive a "Determination of Adequacy (DOA)" for the following public facilities: fire station, fire vehicles, police station, police vehicles, indoor park and recreation facilities, and parks acreage. An APF Ordinance Determination of Adequacy was issued on March 15, 2021, for Fire Vehicles, Fire Facilities, Police Vehicles, Police Facilities and Parks & Recreation Facilities. See attachment E.

While this section of the Ordinance does not call for the specific consideration of school impact staff has historically contacted Charlotte-Mecklenburg Schools (CMS) for an enrollment evaluation of all major subdivision request, see Attachment F: CMS Report.

PART 5: STAFF RECOMMENDATION

In considering Trails End Subdivision, staff finds:

- The application is complete.
- The request is in keeping with the spirit and intent of the Town's future land use plans as mentioned above.
- The Hills Sketch Plan <u>can be supported</u> by staff subject to the following:
    - The two block length modification requests are approved.
    - The Cul-de-sac length modification of 517' is approved.
    - Urban open space designs are added to the plans to ensure compliance
    - NCDOT's requirement for upgrades to Trails End Lane are finalized and shown on plans
    - Transportation issues are addressed
    - Indication that road improvements to Trails End could occur in light of the proximity to the Schweinitz sunflower.
    - Verification from NCDOT is needed that the alignment of Road B where it intersects with Asbury Chapel Road is in the correct location when Asbury Chapel thoroughfare is built.
    - Verification Road B can legally connect with Asbury Chapel Rd. when the future thoroughfare is built without further approval from anyone with an interest in that right-of-way.
    - All other plan comments are addressed.

The Trails End Subdivision Sketch Plan complies with all applicable requirements once the conditions listed above are addressed. <u>Staff recommends approval of the proposed Subdivision Sketch Plan subject the block length modifications are approved, Urban Open Space designs are added to the plan to ensure compliance, Road C meets Subdivision Ordinance requirements, NCDOT and staff transportation comments are addressed, and all other plan comments are addressed.</u>

PART 6: PLANNING BOARD RECOMMENDATION

The Planning Board met on March 23, 2021 and recommended approval, with conditions, by a 9-0 vote. The Motion to Approve was based on the application being complete. The Trail End Lane Subdivision complies with all applicable requirements of the Zoning Ordinance and the Huntersville 2040 Community Plan. The Planning Board recommends approval of the proposed Subdivision Sketch Plan, and further recommends approval of requested Block Length and Cul-de-sac modification and with the following conditions:

1) All minor plan comments are addressed
2) All issues stated in Staff Report, paragraph 5, Recommendations are satisfactorily addressed with staff:
    a. The block length and Cul-de-sac modifications request are approved
    b. Urban open space designs are added to the plans to ensure compliance
    c. NCDOT requirement for upgrades to Trails End are finalized and shown on plans
    d. Transportation issues are addressed:
        i. Indication the road improvements to Trails End Lane could occur in light of the proximity to the Schweinitz Sunflower
        ii. Verification from NCDOT is needed that the alignments of Road B where it intersects with Asbury Chapel Rod is in the correct location when Asbury Chapel thoroughfare is built
        iii. Verification Road B can legally connect with Asbury Chapel Road without further approval form anyone with and interest in that right-of-way
    e. All other plan comments are addressed

PART 7: ATTACHMENTS AND ENCLOSURES

A – Subdivision Sketch Plan Application
B – Proposed Trails End Subdivision Sketch Plan
C – Neighborhood Meeting Report
D – Environmental Report by Lowry's Environmental & Ecological Services, LLC.
E – APF DOA
F – CMS Report
G – USFWS Response

PART 8: DECISION STATEMENTS

Please refer to Part 5 of this report for recommendation.

In considering whether to approve an application for a subdivision sketch plan, the Planning and Town Board must complete the following (a full version can be found in Section 6.320.5 of the Subdivision Ordinance).

- Is the application complete (lacking any particular requirement)? *If no member of the Board moves that the application is incomplete, then this inaction is taken as an affirmative finding that the application is complete.*
- Does the application comply with all the applicable requirements? *A statement must be made that the application complies or does not comply that includes the support documentation of the particular motion.*
- Lastly, the Board must make a motion to approve or deny based on the previous statements.

General Application

INCOMPLETE SUBMISSIONS WILL NOT BE ACCEPTED. PLEASE CHECK ALL ITEMS CAREFULLY.

1. Application Type

Please indicate the type of application you are submitting. In addition to the application, the submission process for each application type can be found at https://www.huntersville.org/528/Permits-Process

☐ Change of Use ☐ Commercial Site Plan ☐ Conditional Rezoning ☐ General Rezoning ☐ Master Signage Program ☐ Special Use Permit ☐ Revision to Original Project # _____ ☐ Other _____	SUBDIVISION CATEGORIES: Per the Huntersville Subdivision Ordinance ☑ Sketch Plan ☐ Preliminary Plan ☐ Final Plat (Includes Minor Subdivision) ☐ Exempt Subdivision ☐ Final Plat Revision ☐ Farmhouse Cluster

2. Project Data

Date of Application 11/30/2020

Name of Project Trails End Residential Community Phase # (if subdivision) _____

Project Address 11301 Trails End Lane Huntersville, NC 28078

Parcel Identification Number(s) (PIN) 01917105, 01917104, 01917101

Current Zoning District TR Proposed District (for rezoning only) N/A

Property Size (acres) 58.96 acres Street Frontage (feet) 654 feet

Current Land Use Vacant

Proposed Land Use(s) Single Family Residential

Is the project within Huntersville's corporate limits?
Yes ✓ No _____ If no, does the applicant intend to voluntarily annex? _____

3. Description of Request

Explain the nature of this request. If a separate sheet is necessary, please attach to this application.

For approval of the sketch plan.

4. Site Plan Submittals

Consult the particular type of *Review Process* for the application type selected above. These can be found at https://www.huntersville.org/528/Permits-Process.

5. Outside Agency Information

Other agencies may have applications and fees associated with the land development process. The *Review Process* list includes plan documents needed for most town and county reviewing agencies. For major subdivisions, commercial site plans, and rezoning petitions please enclose a copy of the Charlotte-Mecklenburg Utility *Willingness to Serve* letter for the subject property.

6. Applicant

Printed Name Trails End Bowman LLC, c/o: Robert Bowman Phone (704) 875-9704

☐ Corporation ☑ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other:

☑ By signature below, I hereby acknowledge, as/on behalf of (circle one) the applicant my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners **except through** sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

Signature

Title MANAGER Email bowman31@gmail.com

Address of Applicant 13815 Cinnabar Place Huntersville, NC 28078

7. Property Owner (If different than applicant)

*Printed Name ReRo Associates, LLC Phone (704) 973-5353

☐ Corporation ☑ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other:

☐ By signature below, I hereby acknowledge, as/on behalf of (circle one) the owner my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

Signature William Reid Culp III Printed Name William Reid Culp III

Title Manager Email rc@ceclaw.com

Address of Property Owner 6801 Morrison Blvd. Suite 400, Charlotte, NC 28211

* Property owner hereby grants permission to the Town of Huntersville personnel to enter the subject property for any purpose required in processing this application.

Every owner of each parcel included in this application, or the owner (s) duly authorized agent, must sign this application. If signed by an agent on behalf of the Owner, this application MUST be accompanied by a notarized Limited Power of Attorney signed by the property owner (s), specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID APPLICATION. **If additional space is needed for signatures, attach the Town of Huntersville Signature Addendum Form.**

8. Development/Design Firm Contact Information

Trails End Bowman LLC	Drew Bowman	704-875-9704 ext. 105	bowman31@gmail.com
Development Firm	Name of Contact	Phone	Email
R. Joe Harris & Associates, Inc.	Doug Timbrell	(803) 802-1799	dtimbrell@rjoeharris.com
Design Firm	Name of Contact	Phone	Email

Contact Information

Town of Huntersville	Phone:	704-875-7000
Planning Department	Fax:	704-992-5528
PO Box 664	Physical Address:	105 Gilead Road, Third Floor
Huntersville, NC 28070	Website:	https://www.huntersville.org/228/Planning-Department

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Signature

Title MANAGER Email bowman31@gmail.com

Address of Applicant 13815 Cinnabar Place Huntersville, NC 28078

7. Property Owner (If different than applicant)

*Printed Name Rolling With Ron, LLC Phone 704-906-6371

☐ Corporation ☑ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other:

☐ By signature below, I hereby acknowledge, as/on behalf of (circle one) the owner my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

Signature Printed Name Larry D. Corp

Title Manager Email drdirt55@gmail.com

Address of Property Owner 196 Lakeshore Dr Mooresville NC 28117

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Development Firm	Name of Contact	Phone	Email
R. Joe Harris & Associates, Inc.	Doug Timbrell	(803) 802-1799	dtimbrell@rjoeharris.com
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Title MANAGER Email bowman31@gmail.com

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Signature William Reid Culp III Printed Name William Reid Culp III

Title Manager Email rc@ceclaw.com

Address of Property Owner 10801 Morrison Blvd Suite 400, Charlotte NC 28211

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Town of Huntersville
NORTH CAROLINA

General Application
Owner/Applicant Signature Addendum

Application Information

Date of Application Trails End Residential Community Application Number _____

Name of Project Trails End Residential Community Phase # (if subdivision) _____

Additional Owners/Applicants: (Signature indicates intent that this page be affixed to Application.)

* ^ Printed Name Withrow Children's GST Irrevocable Trust Two Phone Number 704-344-1868
☐ Corporation ☐ Limited Liability Company ☑ Trust ☐ Partnership ☐ Other: _____
☐ By signature below, I hereby acknowledge, as/on behalf of (circle one) the applicant/owner (circle one) my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

* Signature Marilyn W. Withrow Parcel ID(s): 019-171-05

Title Trustee Email twilliams@withrowcapital.com

Address of Property Owner/Applicant 1341 E. Morehead St., Ste. 201, Charlotte, NC 28204

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* ^ Printed Name David E and Marilyn W Withrow Foundation Phone Number 704-344-1868
☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☑ Other: Foundation
☐ By signature below, I hereby acknowledge, as/on behalf of (circle one) the applicant/owner (circle one) my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

* Signature Marilyn W. Withrow Parcel ID(s): 019-171-05

Title Director Email twilliams@withrowcapital.com

Address of Property Owner/Applicant 1341 E. Morehead St., Ste. 201, Charlotte, NC 28204

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* ^ Printed Name _____ Phone Number _____
☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____
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Signature _____ Parcel ID(s): _____

Title _____ Email _____

Address of Property Owner/Applicant _____

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Town of Huntersville
NORTH CAROLINA

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Date of Application Trails End Residential Community Application Number _____

Name of Project Trails End Residential Community Phase # (if subdivision) _____

Additional Owners/Applicants: (Signature Indicates Intent that this page be affixed to Application.)

* ^ Printed Name Trails End, LLC Phone Number 704-344-1868
☐ Corporation ☑ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____
☐ By signature below, I hereby acknowledge, as/on behalf of (circle one) the applicant/owner (circle one) my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)
By: Withrow Capital, Inc., Its Manager
Signature [signature] Parcel ID(s): 019-171-05
Title President Email twilliams@withrowcapital.com
Address of Property Owner/Applicant 1341 E. Morehead St., Ste 201, Charlotte, NC 28204

* ^ Printed Name Arrowood 77 Associates Limited Partnership Phone Number 704-344-1868
☐ Corporation ☐ Limited Liability Company ☐ Trust ☑ Partnership ☐ Other: _____
☐ By signature below, I hereby acknowledge, as/on behalf of (circle one) the applicant/owner (circle one) my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)
By: PPN Investments, LLC, Its General Partner, By: Withrow Capital, Inc., Its Manager
Signature [signature] Parcel ID(s): 019-171-05
Title President Email twilliams@withrowcapital.com
Address of Property Owner/Applicant _____

* ^ Printed Name _____ Phone Number _____
☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____
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Signature _____ Parcel ID(s): _____
Title _____ Email _____
Address of Property Owner/Applicant _____

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* ^ Printed Name WITTBRO, LLC Phone Number 704 564-2997
☐ Corporation ☒ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____
☐ By signature below, I hereby acknowledge, as/on behalf of (circle one) the applicant/owner (circle one) my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

Signature [signature] Parcel ID(s): 019-171-05

Title MANAGER Email CARTER@BERKLEYCAP.COM

Address of Property Owner/Applicant 1228 E. MOREHEAD STE 200 28204

---

* ^ Printed Name _____ Phone Number _____
☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____
☐ By signature below, I hereby acknowledge, as/on behalf of (circle one) the applicant/owner (circle one) my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

Signature _____ Parcel ID(s): _____

Title _____ Email _____

Address of Property Owner/Applicant _____

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Title _____ Email _____

Address of Property Owner/Applicant _____

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Town of Huntersville
NORTH CAROLINA

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Signature_____ Parcel ID(s): _____

Title_____ Email_____

Address of Property Owner/Applicant_____

---

* ^ Printed Name Oakridge Associates, LLC Phone Number 704-973-5343
☐ Corporation ☒Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____
☒ By signature below, I hereby acknowledge, as/on behalf of (circle one) the applicant/owner (circle one) my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

Signature_____ Parcel ID(s): _____

Title John J. Carpenter Manager Email jjc@ceclaw.com

Address of Property Owner/Applicant 6801 Morrison Boulevard, Suite 400, Charlotte, NC 28211.

---

* ^ Printed Name_____ Phone Number_____
☐ Corporation ☐Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____
☐ By signature below, I hereby acknowledge, as/on behalf of (circle one) the applicant/owner (circle one) my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

Signature_____ Parcel ID(s): _____

Title_____ Email_____

Address of Property Owner/Applicant_____

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6. Applicant

Printed Name Trails End Bowman LLC, c/o: Robert Bowman Phone (704) 875-9704

☐ Corporation ☑ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other:

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Signature

Title MANAGER Email bowman31@gmail.com

Address of Applicant 13815 Cinnabar Place Huntersville, NC 28078

7. Property Owner (if different than applicant)

*Printed Name Carolyn D. Hudson, by Deborah Hughes, her attorney-in-fact Phone 704-996-0828

☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership ☐ Other:

☐ By signature below, I hereby acknowledge, as/on behalf of (circle one) the owner my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

DocuSigned by:

Signature Carolyn D. Hudson, by Deborah Hughes, her attorney-in-fact Printed Name Carolyn D. Hudson, by Deborah Hughes, her attorn

C895F86728E94BC...

Title Email rdhj56@aol.com

Address of Property Owner 11522 Trails End Lane, Huntersville, NC 28078

* Property owner hereby grants permission to the Town of Huntersville personnel to enter the subject property for any purpose required in processing this application.

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Trails End Bowman LLC	Drew Bowman	704-875-9704 ext. 105	bowman31@gmail.com
Development Firm	Name of Contact	Phone	Email
R. Joe Harris & Associates, Inc.	Doug Timbrell	(803) 802-1799	dtimbrell@rjoeharris.com
Design Firm	Name of Contact	Phone	Email

Contact Information

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Planning Department	Fax:	704-992-5528
PO Box 664	Physical Address:	105 Gilead Road, Third Floor
Huntersville, NC 28070	Website:	https://www.huntersville.org/228/Planning-Department

DocuSign Envelope ID: 24D3EBE0-7E7B-4054-A3D2-9473665B63F2

Town of Huntersville NORTH CAROLINA

General Application
Owner/Applicant Signature Addendum

Application Information

Date of Application Trails End Residential Community Application Number _____

Name of Project Trails End Residential Community Phase # (if subdivision) _____

Additional Owners/Applicants: (Signature indicates intent that this page be affixed to Application.)

* ^ Printed Name David Scott Turner Phone Number _____

☐ Corporation ☐Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

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Signature DocuSigned by: 3E684322F732447... Parcel ID(s): 01917101, 01917104, and 02116104

Title _____ Email sturner111@yahoo.com

Address of Property Owner/Applicant _____

---

* ^ Printed Name Frank Blair Turner, Jr. Phone Number _____

☐ Corporation ☐Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

☐ By signature below, I hereby acknowledge, as/on behalf of (circle one) the applicant/owner (circle one) my understanding this application will be considered in a quasi-judicial proceeding and that neither I, nor anyone on my behalf, may contact the Board of Commissioners except through sworn testimony at the public hearing. (Applicable for Special Use Permits and Subdivisions)

Signature DocuSigned by: A18F1F26A49E4DE... Parcel ID(s): 01917101, 01917104, and 02116104

Title _____ Email fturner40@gmail.com

Address of Property Owner/Applicant _____

---

* ^ Printed Name Jean Turner Jolly Phone Number _____

☐ Corporation ☐Limited Liability Company ☐ Trust ☐ Partnership ☐ Other: _____

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Signature DocuSigned by: 88E20BA8249E4EE... Parcel ID(s): 01917101, 01917104, and 02116104

Title _____ Email kelsey.jeanjolly@gmail.com

Address of Property Owner/Applicant _____

---

* Property owner hereby grants permission to the Town of Huntersville personnel to enter the subject property for any purpose required in processing this application.

^ If signed by an agent on behalf of the Owner, this petition MUST be accompanied by a Limited Power of Attorney signed by the property owner (s) and notarized, specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID APPLICATION.

TRAILS END RESIDENTIAL COMMUNITY

SKETCH PLAN

TOWN OF HUNTERSVILLE
MECKLENBURG COUNTY, NORTH CAROLINA

EPM #416578

NOTICE TO OWNER / DEVELOPER/ CONTRACTOR:

This land development plan has not been approved by NCDOT.

- Roadway improvements to Trails End Lane from the property boundary along the entire property front to the intersection of Asbury Chapel Road shall be the responsibility of the developer. Developer shall submit a reasonable number of core samples from the said length and pavement strength report based on NCDOT methodology for determination of the required asphalt pavement section.
- A 5' wide bike lane shall be added to Asbury Chapel Road per the Town of Huntersville's Bike and Greenway Master Plan.

PRIOR TO CONSTRUCTION contractor shall obtain any necessary NCDOT Driveway Permits. For more information contact NCDOT at (980) 523-0000.
Hassan Malik hamalik@ncdot.gov
Wendy Taylor wataylor1@ncdot.gov

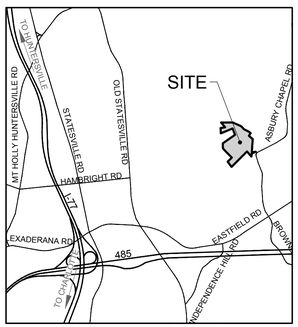
Any land development plan revisions caused by ncdot comments may require additional review time and additional fees to be paid by the owner / developer / contractor.

PREPARED FOR :

Trails End Bowman LLC

13815 Cinnabar Place
Huntersville, North Carolina 28078
Phone: (704) 609-6112

April 6th, 2021



VICINITY MAP - N.T.S.

PREPARED BY:

R. Joe Harris & Associates, Inc.
Engineering • Land Surveying • Planning Management
1186 Stonecrest Blvd., Tega Cay, SC 29708 Phone: (803) 802-1799

Sheet List Table

Sheet Number	Sheet Title
Cover	Cover Sheet
SP-1	Overall Site Plan
SP-2	Site Plan (Sheet 1 of 3)
SP-3	Site Plan (Sheet 2 of 3)
SP-4	Site Plan (Sheet 3 of 3)
SP-5	Site Plan Details
SP-6	Four Step Process
EX-1	Existing Conditions
GP-1	Overall Grading Plan
GP-2	Grading Plan (Sheet 1 of 3)
GP-3	Grading Plan (Sheet 2 of 3)
GP-4	Grading Plan (Sheet 3 of 3)
TP-1	Tree Preservation Plan
LP-1	Landscape Plan
LP-2	Landscape Details & Notes
DA-1	Pre-Development Drainage Areas
DA-2	Post-Development Drainage Areas

TOWN OF HUNTERSVILLE FOUR-STEP PROCESS USED IN THIS PROJECT:
1. DESIGNATION OF OPEN SPACE
2. LOCATION OF HOUSE SITES
3. STREET AND LOT LAYOUT
4. LOT LINES

APPROVAL OF THIS SKETCH / CONCEPT PLAN DOES NOT IMPLY OR GUARANTEE APPROVAL AND/OR VESTING OF THE FINAL CONSTRUCTION PLAN.

FINAL CONSTRUCTION PLAN WILL BE REVIEWED FOR COMPLIANCE PER ALL TOWN, COUNTY AND STATE REGULATIONS IN EFFECT AT TIME OF SUBMITTAL.

No Duke Energy Transmission ROW shown within project limits. If impacts are to Duke Energy Distribution facilities please contact (800) 777-9898 to have a work order set-up to discuss project with a Distribution Engineer.

The Town of Huntersville requires that all streets proposed to be taken over by the Town for maintenance be reviewed, inspected, and certified by a licensed professional engineer registered in the state of North Carolina for adequate construction. Review of street construction by the certifying Engineer is required throughout the construction process. Refer to the Town of Huntersville Engineering Standards and Procedures Manual for additional information including the required certification form.

All retaining walls requiring special inspections (>5' in height) shall meet the requirements of the MCSBC Chapter 17- special inspections as detailed per the Mecklenburg County Code Enforcement Special Inspections Process. Additionally, copies of the retaining wall plans shall be submitted to the Huntersville Engineering Department for review and approval. The Town of Huntersville shall be copied on all statements of special inspections, special inspections final reports, and design principal in responsible charge (DPIRC) letters.

DATE	ISSUED FOR	REV
12/01/2020	Initial Submittal to Town of Huntersville	0
03/02/2021	Second Submittal to Town of Huntersville	1
04/06/2021	Third Submittal to Town of Huntersville	2

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Corporate Seal: NORTH CAROLINA PROFESSIONAL SEAL C-4168 ENGINEERING & SURVEYING R. JOE HARRIS & ASSOCIATES, INC.

Engineer's Seal: NORTH CAROLINA PROFESSIONAL SEAL 050079 ENGINEER JONATHAN R. MURDOCK 4/6/21

Project Manager: D. Timbrell	Drawn: M. Bonenfant
Department Manager: P. Murphy	Checked: C. Brown
Print/Plot Date: April 6th, 2021	
Asbuilt Drawn: -	Asbuilt Date: -

Client:
TRAILS END BOWMAN LLC
13815 CINNABAR PLACE
HUNTERSVILLE, NORTH CAROLINA 28078
P: (704) 609-6112

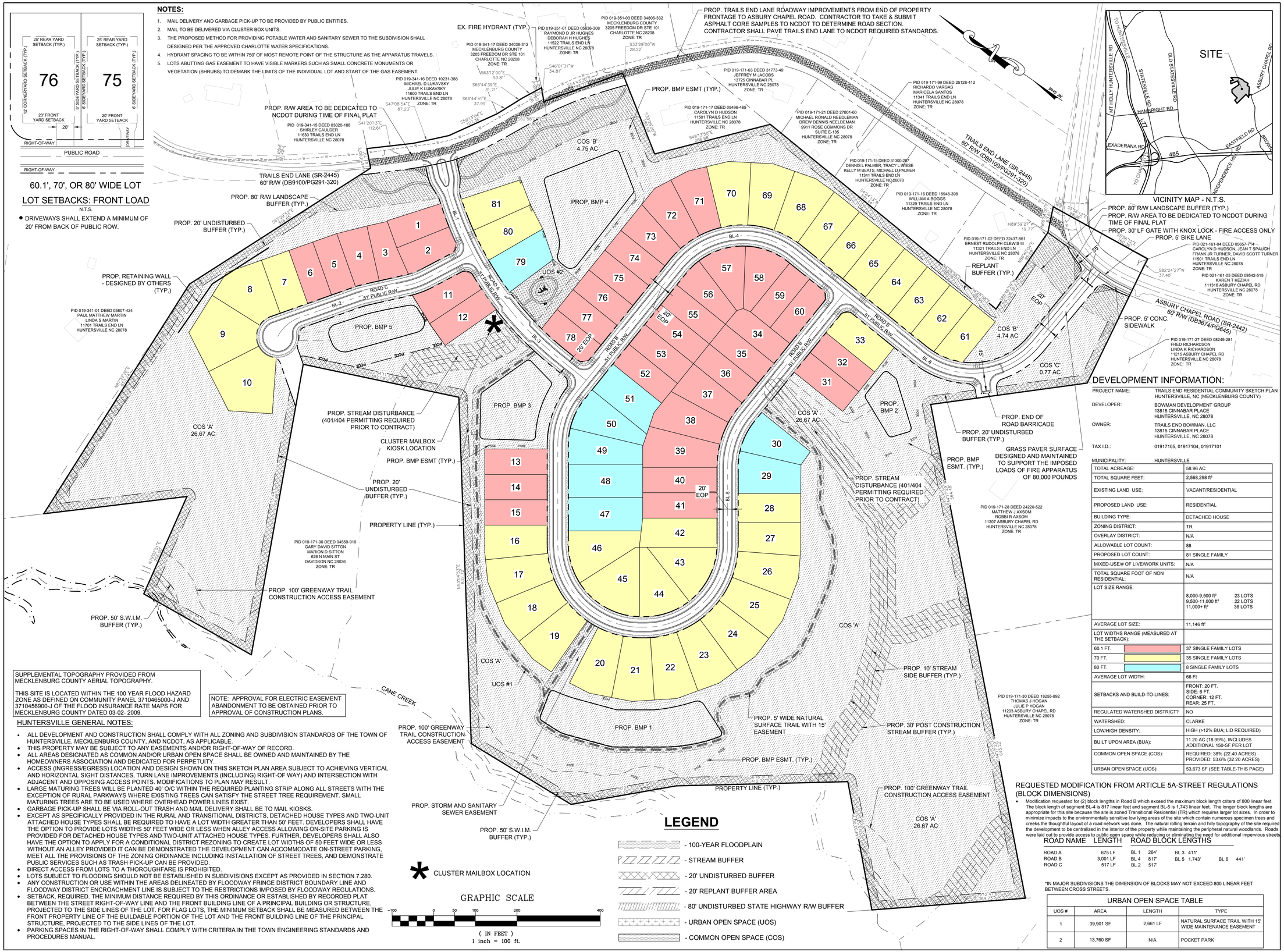
Project:
Trails End Residential Community Sketch Plan

Drawing Title:
Cover Sheet

Project No.: 4300	Drawing No.: COVER
DWG File Name: 4300 - Cover Sheet	

NOTES:

1. MAIL DELIVERY AND GARBAGE PICK-UP TO BE PROVIDED BY PUBLIC ENTITIES.
2. MAIL TO BE DELIVERED VIA CLUSTER BOX UNITS.
3. THE PROPOSED METHOD FOR PROVIDING POTABLE WATER AND SANITARY SEWER TO THE SUBDIVISION SHALL DESIGNED PER THE APPROVED CHARLOTTE WATER SPECIFICATIONS.
4. HYDRANT SPACING TO BE WITHIN 750' OF MOST REMOTE POINT OF THE STRUCTURE AS THE APPARATUS TRAVELS.
5. LOTS ABUTTING GAS EASEMENT TO HAVE VISIBLE MARKERS SUCH AS SMALL CONCRETE MONUMENTS OR VEGETATION (SHRUBS) TO DEMARK THE LIMITS OF THE INDIVIDUAL LOT AND START OF THE GAS EASEMENT.



SUPPLEMENTAL TOPOGRAPHY PROVIDED FROM MECKLENBURG COUNTY AERIAL TOPOGRAPHY.

THIS SITE IS LOCATED WITHIN THE 100 YEAR FLOOD HAZARD ZONE AS DEFINED ON COMMUNITY PANEL 3710465000-J AND 3710456900-J OF THE FLOOD INSURANCE RATE MAPS FOR MECKLENBURG COUNTY DATED 03-02- 2009.

NOTE: APPROVAL FOR ELECTRIC EASEMENT ABANDONMENT TO BE OBTAINED PRIOR TO APPROVAL OF CONSTRUCTION PLANS.

HUNTERSVILLE GENERAL NOTES:

- ALL DEVELOPMENT AND CONSTRUCTION SHALL COMPLY WITH ALL ZONING AND SUBDIVISION STANDARDS OF THE TOWN OF HUNTERSVILLE, MECKLENBURG COUNTY, AND NCDOT, AS APPLICABLE.
- THIS PROPERTY MAY BE SUBJECT TO ANY EASEMENTS AND/OR RIGHT-OF-WAY OF RECORD.
- ALL AREAS DESIGNATED AS COMMON AND/OR URBAN OPEN SPACE SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION AND DEDICATED FOR PERPETUITY.
- ACCESS (INGRESS/EGRESS) LOCATION AND DESIGN SHOWN ON THIS SKETCH PLAN AREA SUBJECT TO ACHIEVING VERTICAL AND HORIZONTAL SIGHT DISTANCES, TURN LANE IMPROVEMENTS (INCLUDING) RIGHT-OF WAY) AND INTERSECTION WITH ADJACENT AND OPPOSING ACCESS POINTS. MODIFICATIONS TO PLAN MAY RESULT.
- LARGE MATURING TREES WILL BE PLANTED 40' O/C WITHIN THE REQUIRED PLANTING STRIP ALONG ALL STREETS WITH THE EXCEPTION OF RURAL PARKWAYS WHERE EXISTING TREES CAN SATISFY THE STREET TREE REQUIREMENT. SMALL MATURING TREES ARE TO BE USED WHERE OVERHEAD POWER LINES EXIST.
- GARBAGE PICK-UP SHALL BE VIA ROLL-OUT TRASH AND MAIL DELIVERY SHALL BE TO MAIL KIOSKS.
- EXCEPT AS SPECIFICALLY PROVIDED IN THE RURAL AND TRANSITIONAL DISTRICTS, DETACHED HOUSE TYPES AND TWO-UNIT ATTACHED HOUSE TYPES SHALL BE REQUIRED TO HAVE A LOT WIDTH GREATER THAN 50' FEET. DEVELOPERS SHALL HAVE THE OPTION TO PROVIDE LOTS WIDTHS 50' FEET WIDE OR LESS WHEN ALLEY ACCESS ALLOWING ON-SITE PARKING IS PROVIDED FOR DETACHED HOUSE TYPES AND TWO-UNIT ATTACHED HOUSE TYPES. FURTHER, DEVELOPERS SHALL ALSO HAVE THE OPTION TO APPLY FOR A CONDITIONAL DISTRICT REZONING TO CREATE LOT WIDTHS OF 50 FEET WIDE OR LESS WITHOUT AN ALLEY PROVIDED IT CAN BE DEMONSTRATED THE DEVELOPMENT CAN ACCOMMODATE ON-STREET PARKING, MEET ALL THE PROVISIONS OF THE ZONING ORDINANCE INCLUDING INSTALLATION OF STREET TREES, AND DEMONSTRATE PUBLIC SERVICES SUCH AS TRASH PICK-UP CAN BE PROVIDED.
- DIRECT ACCESS FROM LOTS TO A THOROUGHFARE IS PROHIBITED.
- LOTS SUBJECT TO FLOODING SHOULD NOT BE ESTABLISHED IN SUBDIVISIONS EXCEPT AS PROVIDED IN SECTION 7.280.
- ANY CONSTRUCTION OR USE WITHIN THE AREAS DELINEATED BY FLOODWAY FRINGE DISTRICT BOUNDARY LINE AND FLOODWAY DISTRICT ENCROACHMENT LINE IS SUBJECT TO THE RESTRICTIONS IMPOSED BY FLOODWAY REGULATIONS.
- SETBACK, REQUIRED. THE MINIMUM DISTANCE REQUIRED BY THIS ORDINANCE OR ESTABLISHED BY RECORDED PLAT BETWEEN THE STREET RIGHT-OF-WAY LINE AND THE FRONT BUILDING LINE OF A PRINCIPAL BUILDING OR STRUCTURE, PROJECTED TO THE SIDE LINES OF THE LOT. FOR FLAG LOTS, THE MINIMUM SETBACK SHALL BE MEASURED BETWEEN THE FRONT PROPERTY LINE OF THE BUILDABLE PORTION OF THE LOT AND THE FRONT BUILDING LINE OF THE PRINCIPAL STRUCTURE, PROJECTED TO THE SIDE LINES OF THE LOT.
- PARKING SPACES IN THE RIGHT-OF-WAY SHALL COMPLY WITH CRITERIA IN THE TOWN ENGINEERING STANDARDS AND PROCEDURES MANUAL.

DEVELOPMENT INFORMATION:

PROJECT NAME:	TRAILS END RESIDENTIAL COMMUNITY SKETCH PLAN HUNTERSVILLE, NC (MECKLENBURG COUNTY)
DEVELOPER:	BOWMAN DEVELOPMENT GROUP 13815 CINNABAR PLACE HUNTERSVILLE, NC 28078
OWNER:	TRAILS END BOWMAN, LLC 13815 CINNABAR PLACE HUNTERSVILLE, NC 28078
TAX I.D.:	01917105, 01917104, 01917101
MUNICIPALITY:	HUNTERSVILLE

TOTAL ACREAGE:	58.96 AC		
TOTAL SQUARE FEET:	2,568,298 ft²		
EXISTING LAND USE:	VACANT/RESIDENTIAL		
PROPOSED LAND USE:	RESIDENTIAL		
BUILDING TYPE:	DETACHED HOUSE		
ZONING DISTRICT:	TR		
OVERLAY DISTRICT:	N/A		
ALLOWABLE LOT COUNT:	88		
PROPOSED LOT COUNT:	81 SINGLE FAMILY		
MIXED-USE/# OF LIVE/WORK UNITS:	N/A		
TOTAL SQUARE FOOT OF NON RESIDENTIAL:	N/A		
LOT SIZE RANGE:	8,000-9,500 ft²	23 LOTS	
	9,500-11,000 ft²	22 LOTS	
	11,000+ ft²	36 LOTS	
AVERAGE LOT SIZE:	11,146 ft²		
LOT WIDTHS RANGE (MEASURED AT THE SETBACK):			
60.1 FT.	37 SINGLE FAMILY LOTS		
70 FT.	35 SINGLE FAMILY LOTS		
80 FT.	8 SINGLE FAMILY LOTS		
AVERAGE LOT WIDTH:	66 Ft		
SETBACKS AND BUILD-TO-LINES:	FRONT: 20 FT. SIDE: 6 FT. CORNER: 12 FT. REAR: 25 FT.		
REGULATED WATERSHED DISTRICT?	NO		
WATERSHED:	CLARKE		
LOW/HIGH DENSITY:	HIGH (>12% BUA; LID REQUIRED)		
BUILT UPON AREA (BUA):	11.20 AC (18.99%), INCLUDES ADDITIONAL 150-SF PER LOT		
COMMON OPEN SPACE (COS):	REQUIRED: 38% (22.40 ACRES) PROVIDED: 53.6% (32.20 ACRES)		
URBAN OPEN SPACE (UOS):	53,673 SF (SEE TABLE-THIS PAGE)		

REQUESTED MODIFICATION FROM ARTICLE 5A-STREET REGULATIONS (BLOCK DIMENSIONS)

- Modification requested for (2) block lengths in Road B which exceed the maximum block length critera of 800 linear feet. The block length of segment BL-4 is 817 linear feet and segment BL-5 is 1,743 linear feet. The longer block lengths are appropriate for this site because the site is zoned Transitional Residential (TR) which requires larger lot sizes. In order to minimize impacts to the environmentally sensitive low lying areas of the site which contain numerous specimen trees and creeks the thoughtful layout of a road network was done. The natural rolling terrain and hilly topography of the site required the development to be centralized in the interior of the property while maintaining the peripheral natural woodlands. Roads were laid out to provide access to public open space while reducing or eliminating the need for additional impervious streets.

ROAD NAME	LENGTH	ROAD BLOCK LENGTHS					
ROAD A	675 LF	BL 1	264'	BL 3	411'		
ROAD B	3,001 LF	BL 4	817'	BL 5	1,743'	BL 6	441'
ROAD C	517 LF	BL 2	517'				

*IN MAJOR SUBDIVISIONS THE DIMENSION OF BLOCKS MAY NOT EXCEED 800 LINEAR FEET BETWEEN CROSS STREETS.

URBAN OPEN SPACE TABLE

UOS #	AREA	LENGTH	TYPE
1	39,901 SF	2,661 LF	NATURAL SURFACE TRAIL WITH 15' WIDE MAINTENANCE EASEMENT
2	13,760 SF	N/A	POCKET PARK

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Engineer:

RJH

R. Joe Harris & Associates, Inc.

Engineering • Land Surveying • Planning Management

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www.rjoeharris.com

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Engineer's Seal: NORTH CAROLINA REGISTERED PROFESSIONAL SEAL 050079 ENGINEER JONATHAN R. MURDOCK

Project Manager: D. Timbrell	Drawn: M. Bonenfant
Department Manager: P. Murphy	Checked: D. Timbrell
Print/Plot Date: April 6th, 2021	
Asbuilt Drawn: -	Asbuilt Date: -

Client:

TRAILS END BOWMAN LLC
13815 CINNABAR PLACE
HUNTERSVILLE, NORTH CAROLINA 28078
P: (704) 609-6112

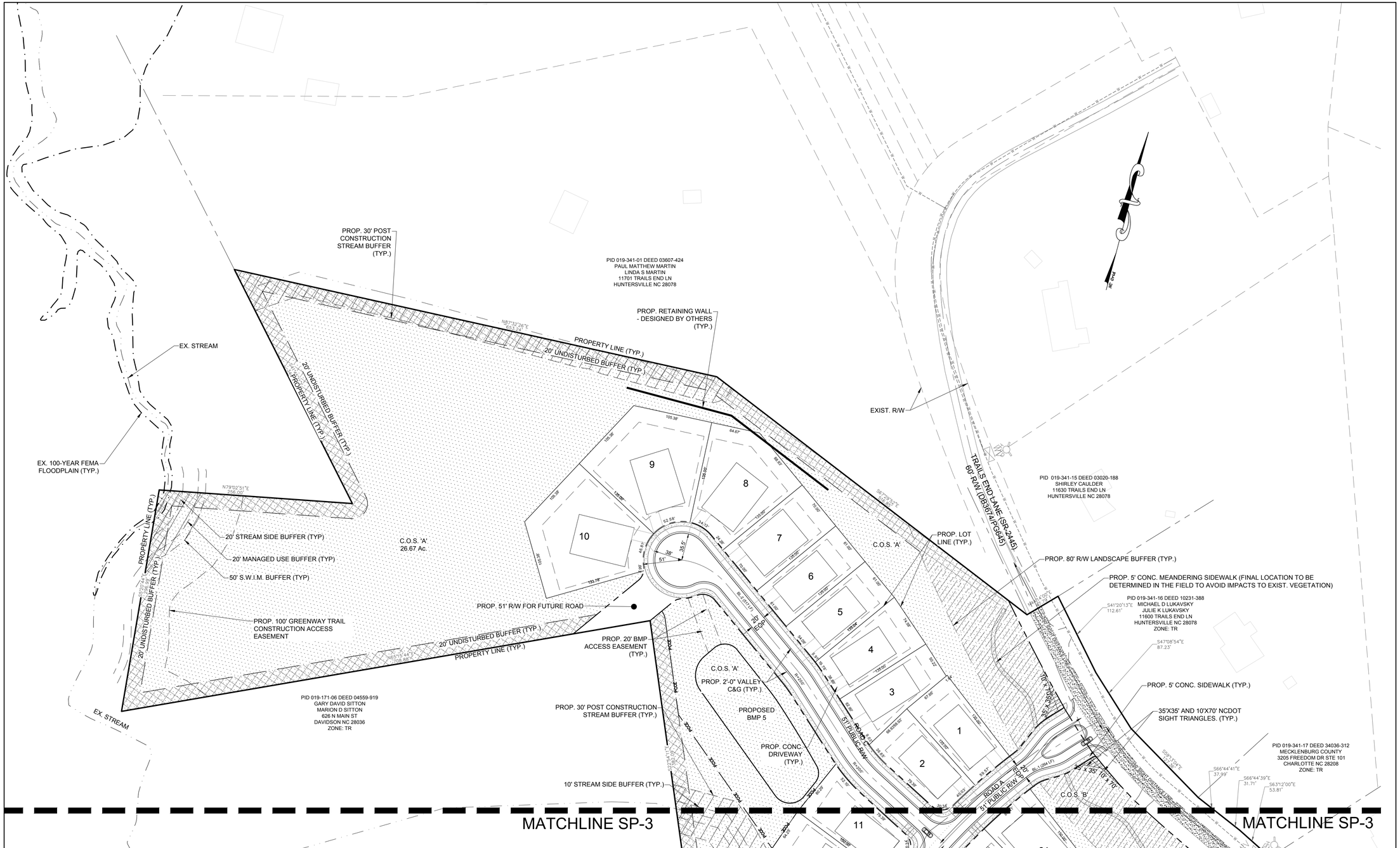
Project:

Trails End Residential Community Sketch Plan

Drawing Title:

Overall Site Plan

Project No.: 4300	Drawing No.: SP-1
DWG File Name: 4300 - Site	



LEGEND

- 100-YEAR FLOODPLAIN
- STREAM BUFFER
- 20' UNDISTURBED BUFFER
- 20' REPLANT BUFFER AREA
- 80' UNDISTURBED STATE HIGHWAY R/W BUFFER
- URBAN OPEN SPACE (UOS)
- COMMON OPEN SPACE (COS)

GRAPHIC SCALE

-60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

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D. Timbrell	M. Bonenfant
Department Manager	**Checked**
P. Murphy	D. Timbrell
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P: (704) 609-6112

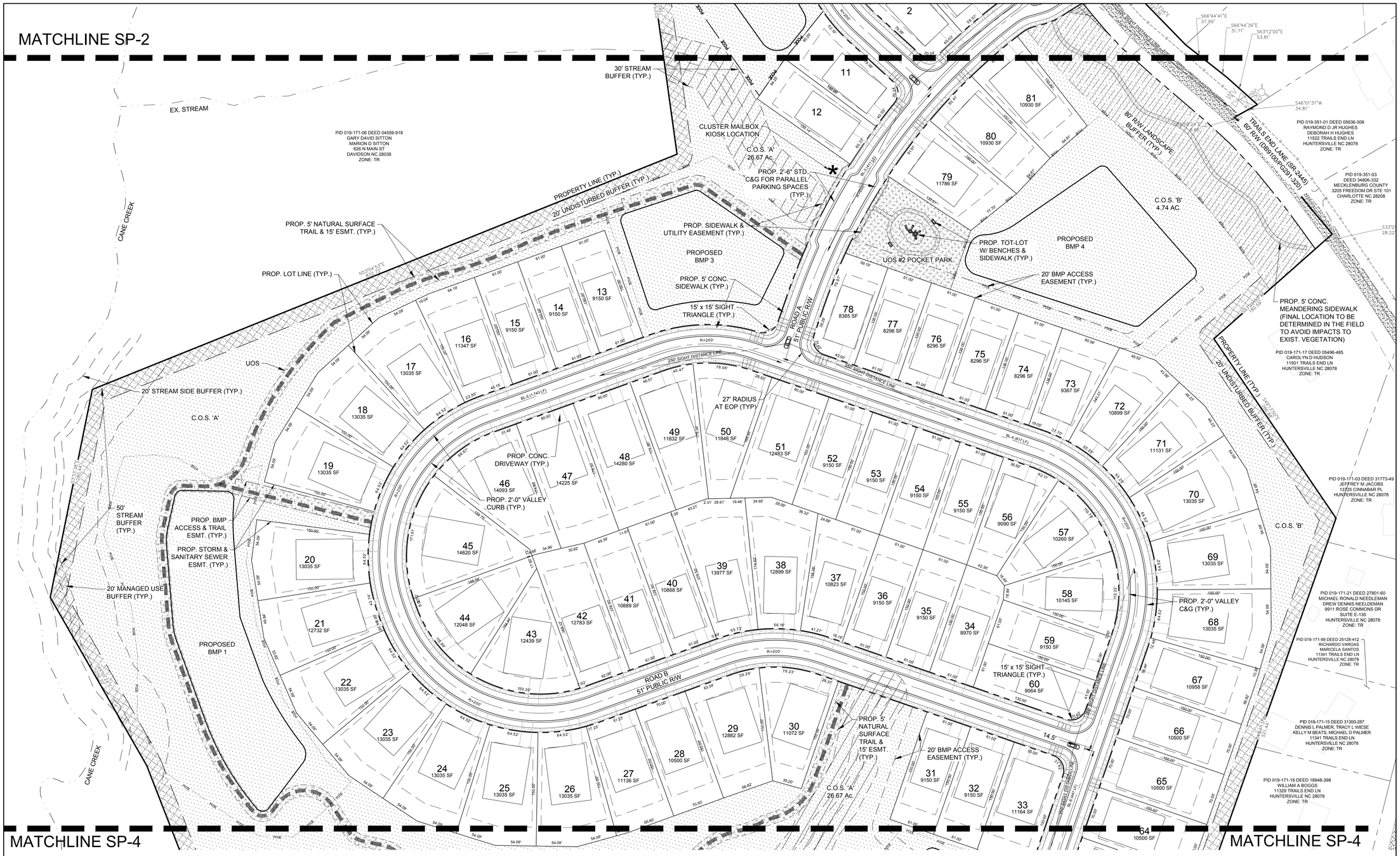
Project:

Trails End Residential Community Sketch Plan

Drawing Title:

Site Plan (Sheet 1 Of 3)

Project No.	Drawing No.
4300	SP-2
DWG File Name: 4300 - Site	



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GRAPHIC SCALE

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811 — Know what's below. Call before you dig.

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HUNTERSVILLE, NORTH CAROLINA 28078
P: (704) 609-6112

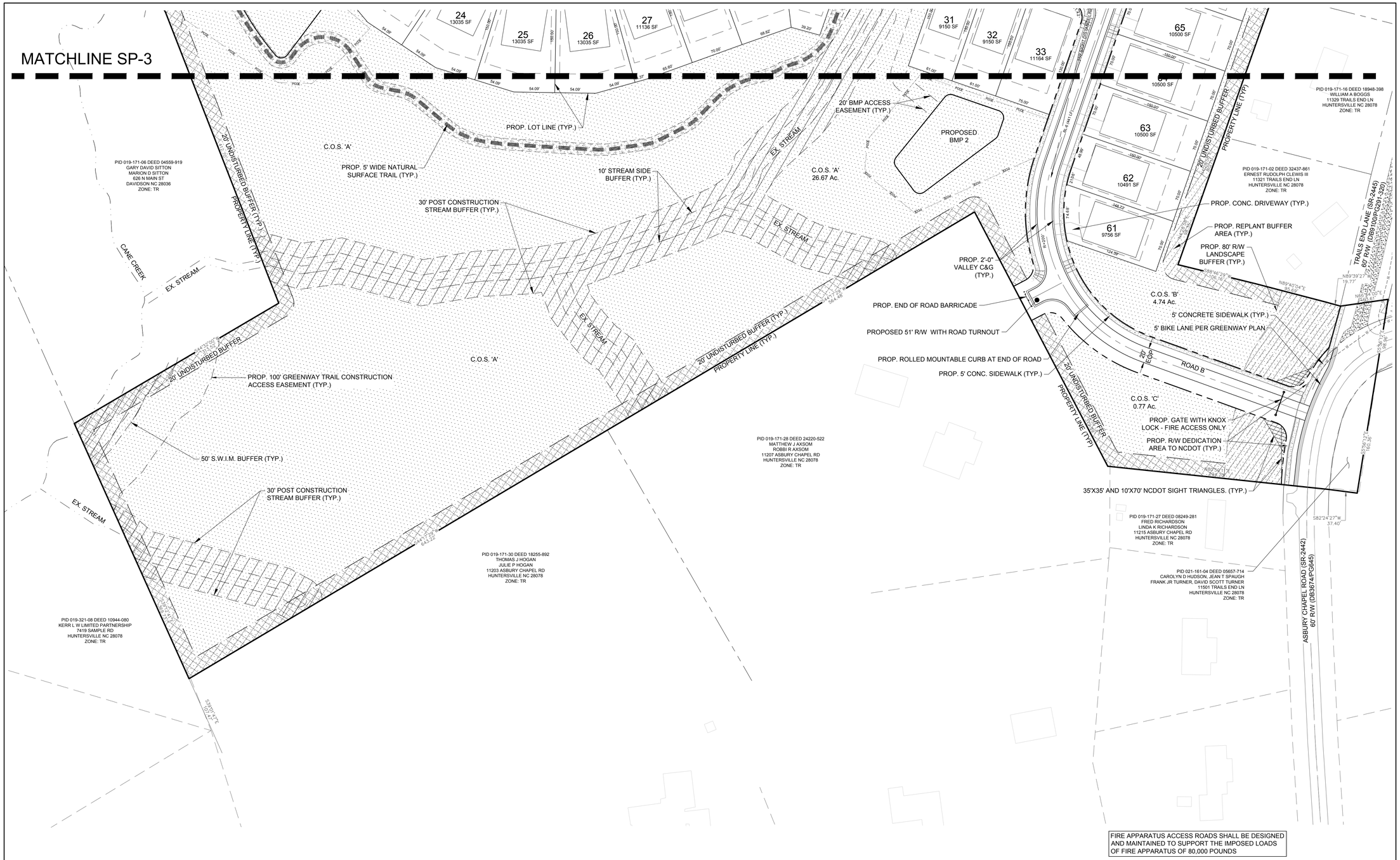
Project:

Trails End Residential Community Sketch Plan

Drawing Title:

Site Plan (Sheet 2 Of 3)

Project No.	Drawing No.
4300	SP-3
DWG File Name: 4300 - Site	



FIRE APPARATUS ACCESS ROADS SHALL BE DESIGNED AND MAINTAINED TO SUPPORT THE IMPOSED LOADS OF FIRE APPARATUS OF 80,000 POUNDS

LEGEND

- 100-YEAR FLOODPLAIN
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HUNTERSVILLE, NORTH CAROLINA 28078
P: (704) 609-6112

Project:

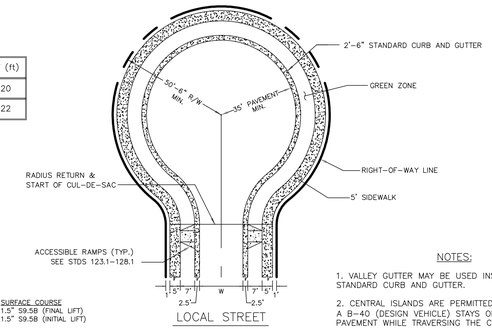
Trails End Residential Community Sketch Plan

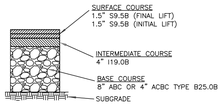
Drawing Title:

Site Plan (Sheet 3 Of 3)

Project No.: 4300	Drawing No.: SP-4
DWG File Name: 4300 - Site	

TYPE	W (ft)
RESIDENTIAL	20
RETAIL/MIXED USE	22





TYPICAL PAVEMENT SECTION

NOTES:

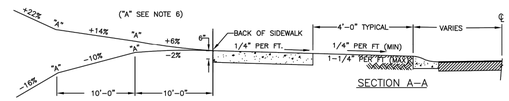
1. VALLEY GUTTER MAY BE USED INSTEAD OF STANDARD CURB AND GUTTER.
2. CENTRAL ISLANDS ARE PERMITTED AS LONG AS A B-40 (DESIGN VEHICLE) STAYS ON THE PAVEMENT WHILE TRAVERSING THE CUL-DE-SAC.
3. THE CROWN FOR THE PAVEMENT SHALL BE 1/4" PER FOOT FROM THE CENTER OF THE CUL-DE-SAC.
4. PAVEMENT TYPICAL SECTION APPLIES TO CUL-DE-SAC AND THROAT AREA TO 25 FEET PAST RADIUS RETURN.
5. MAXIMUM LONGITUDINAL SLOPE OF 2% WITHIN CUL-DE-SAC.

NOT TO SCALE

Town of Huntersville NORTH CAROLINA STANDARD DRAWING

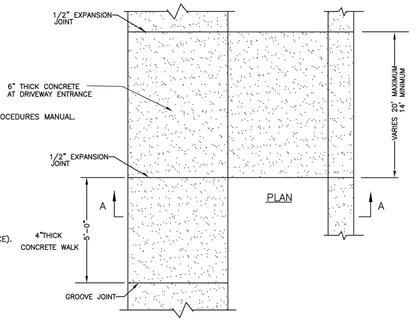
LOCAL STREET
CUL-DE-SAC DETAIL
STANDARD CURB AND GUTTER

REV. DATE
9/17/18
STD. NO.
280.1



NOTES:

1. THE ELEVATION OF THE SIDEWALK SHALL BE NOT LESS THAN SIX INCHES OR MORE THAN EIGHTEEN INCHES ABOVE THE ROADWAY CROWN. THIS ELEVATION DIFFERENTIAL SHALL BE CONSISTENT WITHIN EACH BLOCK.
2. ALL CONCRETE TO BE 3600 PSI STRENGTH.
3. ALL CONSTRUCTION PRACTICES, INCLUDING COMPACTION, CURING, FINISHING, ETC. SHALL BE IN ACCORDANCE WITH THE TOWN OF HUNTERSVILLE ENGINEERING STANDARDS AND PROCEDURES MANUAL.
4. PLANTING STRIP SHALL BE GRADED WITH A CROSS SLOPE BETWEEN 1/2 IN. PER FOOT AND 1 1/4 IN. PER FOOT EXCEPT WHERE EXCESSIVE NATURAL GRADES MAKE THIS REQUIREMENT IMPRACTICAL. IN SUCH CASES, THE TOWN ENGINEER MAY AUTHORIZE A SUITABLE GRADE.
5. ALL DRIVEWAYS MUST MEET THE CURRENT TOWN DRIVEWAY REGULATIONS AND NCDOT REQUIREMENTS, INCLUDING BUT NOT LIMITED TO SPACING, SIGHT DISTANCE, AND OFFSETS FROM PROPERTY LINES AND INTERSECTIONS.
6. "A" BREAKOVER SHALL BE 8% OR LESS (A = ALGEBRAIC DIFFERENCE).
7. PRIOR APPROVAL IS REQUIRED ON GRADES EXCEEDING WHAT ARE SHOWN.



NOT TO SCALE

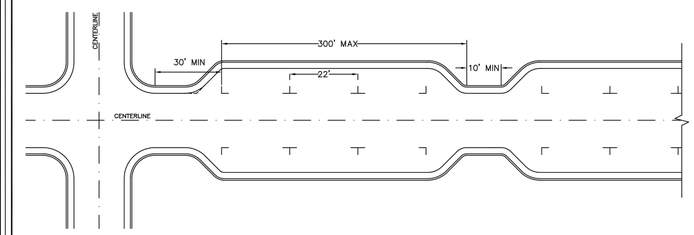
Town of Huntersville NORTH CAROLINA STANDARD DRAWING

RESIDENTIAL DRIVEWAY (TYPE I)
FOR VALLEY GUTTER

REV. DATE
08/01/17
STD. NO.
118.1

NOTES:

1. REFER TO STANDARD DRAWINGS 285.2, 285.3, AND 285.4 FOR ADDITIONAL INFORMATION.
2. PARKING STALLS MAY BE ON ONE OR BOTH SIDES OF THE STREET.
3. PAVEMENT MARKINGS TO BE THERMOPLASTIC ON RETAIL/OFFICE/MIXED-USE STREETS.
4. 30' MINIMUM DISTANCE TO FIRST PARKING STALL TO BE MEASURED FROM END OF INTERSECTION RADIUS POINT.



NOT TO SCALE

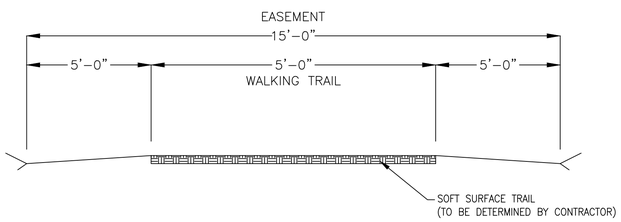
Town of Huntersville NORTH CAROLINA STANDARD DRAWING

LOCAL STREET
PARALLEL PARKING LAYOUT

REV. DATE
10/18/13
STD. NO.
285.1

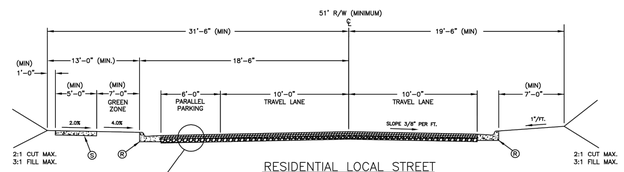
DATE	ISSUED FOR	REV
12/01/2020	Initial Submittal to Town of Huntersville	0
03/02/2021	Second Submittal to Town of Huntersville	1
04/06/2021	Third Submittal to Town of Huntersville	2

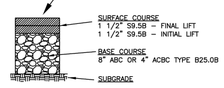
NORTH CAROLINA 811 Nevill Carolina One-Call Center
811 Know what's below. Call before you dig.



WALKING TRAIL

SCALE: N.T.S.





TYPICAL PAVEMENT SECTION

KEY

Ⓡ 2'-6" STD. CURB AND GUTTER
Ⓢ 4" CONCRETE SIDEWALK

NOTES:

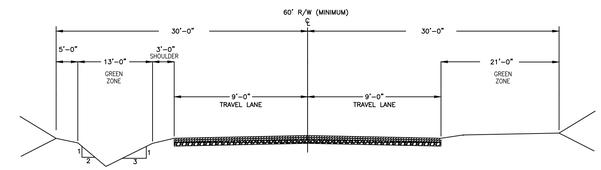
1. SIDEWALK SHALL BE PROVIDED ON THE BUILDING SIDE OF STREET.
2. SEE SECTION II. B. FOR ADDITIONAL DESIGN CRITERIA.
3. 2'-0" VALLEY GUTTER MAY BE SUBSTITUTED FOR 2'-6" CURB AND GUTTER ON THE SIDE OF THE STREET WITHOUT PARALLEL PARKING. THIS REDUCES THE MINIMUM RIGHT-OF-WAY BY SIX INCHES. 2'-0" VALLEY GUTTER MAY NOT BE SUBSTITUTED FOR 2'-6" CURB AND GUTTER ON THE SIDE OF THE STREET WITH PARALLEL PARKING.
4. REFER TO STANDARD DRAWING 285.1 FOR PARALLEL PARKING LAYOUT.

NOT TO SCALE

Town of Huntersville NORTH CAROLINA STANDARD DRAWING

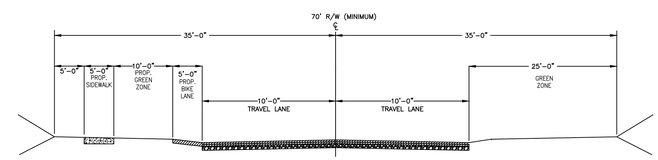
RESIDENTIAL LOCAL STREET
PARKING ON ONE SIDE/OPEN SPACE ON OTHER
TYPICAL SECTION

REV. DATE
10/01/15
STD. NO.
200.5



TRAILS END LANE TYPICAL SECTION

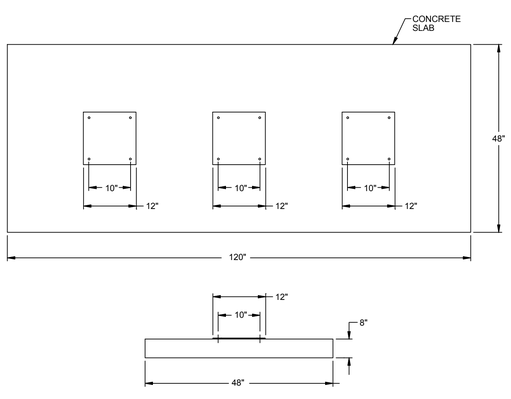
SCALE: N.T.S.



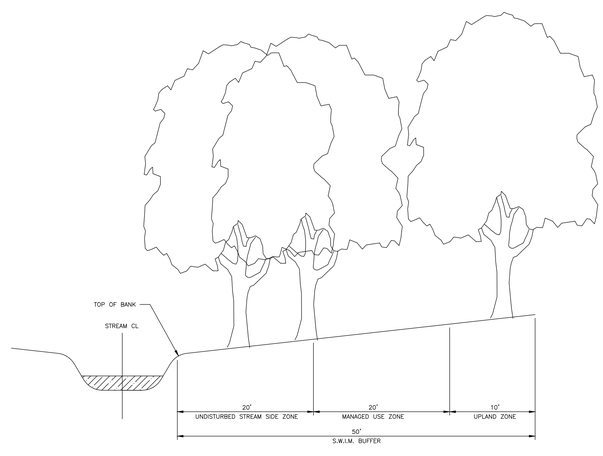
ASBURY CHAPEL ROAD TYPICAL SECTION

SCALE: N.T.S.

EX. TRAILS END LANE TYPICAL SECTION (60' R/W)
EX. ASBURY CHAPEL ROAD TYPICAL SECTION (60' R/W)

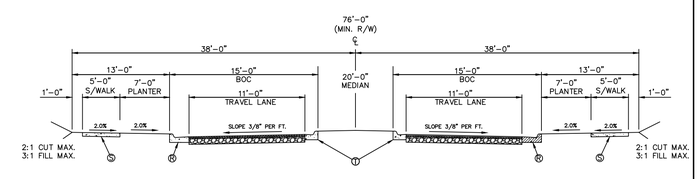


REPRESENTATIVE CLUSTER BOX UNIT



50' S.W.I.M. BUFFER DETAIL

(NOT TO SCALE)



KEY

Ⓡ 2'-6" STD. CURB AND GUTTER
Ⓢ 4" CONCRETE SIDEWALK
Ⓣ 1'-6" MEDIAN CURB AND GUTTER

MEDIAN CROSS SECTION

(TWO LANE SECTION)

Engineer:

RJH

R. Joe Harris & Associates, Inc.

Engineering • Land Surveying • Planning Management

1186 Stonecrest Blvd., Tega Cay, S.C. 29708 P: (803) 802-1799

www.rjoeharris.com

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Corporate Seal: NORTH CAROLINA PROFESSIONAL ENGINEERING & SURVEYING SEAL C-4168 R. JOE HARRIS & ASSOCIATES, INC.

Engineer's Seal: NORTH CAROLINA REGISTERED PROFESSIONAL ENGINEER SEAL 050079 JONATHAN R. MURDUCK

Project Manager	Drawn
D. Timbrell	M. Bonenfant
Department Manager	Checked
P. Murphy	D. Timbrell
Print/Plot Date	
April 6th, 2021	
Asbuilt Drawn	Asbuilt Date
-	-

Client

Trails End Bowman LLC
13815 CINNABAR PLACE
HUNTERSVILLE, NORTH CAROLINA 28078
P: (704) 609-6112

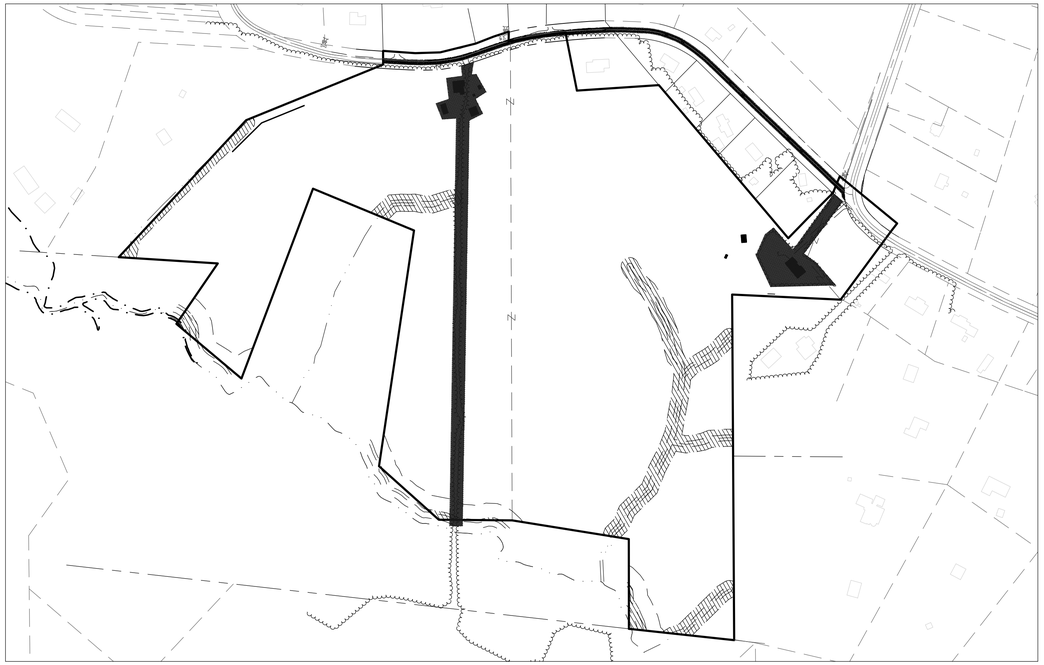
Project:

Trails End Residential Community Sketch Plan

Drawing Title:

Site Plan Details

Project No.	Drawing No.
4300	SP-5
DWG File Name: 4300 - Site Details	

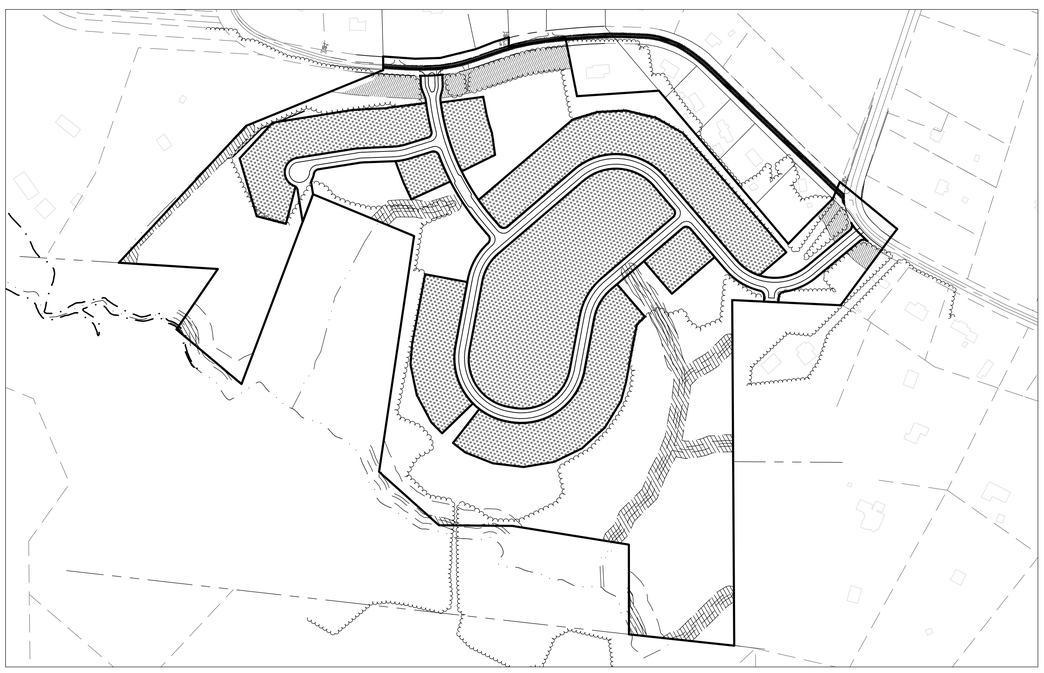


STEP 1: IDENTIFY OPEN SPACE

THE HATCHED AREAS REPRESENT THE OPEN SPACE. THE PROPOSED OPEN SPACE AREAS WILL CONTAIN CREEKS/STREAMS, STEEP SLOPES, NATURAL HARDWOODS, SPECIMEN TREES, OR REQUIRED LANDSCAPE BUFFER AREAS. AS MUCH OF THE OPEN SPACE IN THE EAST PORTION OF THE SITE IS POTENTIAL OPEN SPACE.

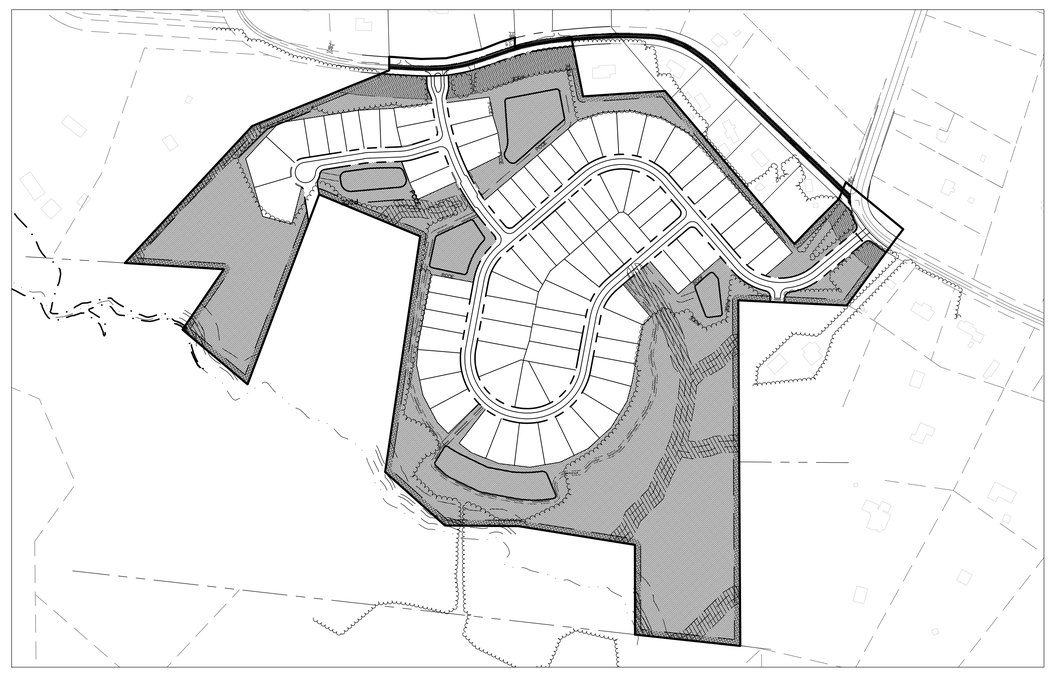
STEP 2: LOCATION OF HOUSE SITES

THE AREAS IDENTIFIED AS HOUSE SITES ARE LARGE, OPEN AREAS, THE HOUSE SITES AVOID THE STEEP SLOPES AND ARE PLACED ON GOOD TERRAIN. IN SOME AREAS, THE HOUSE SITES ARE PLACED WHERE THERE IS SOME EXISTING HARDWOOD TREES.



STEP 3: STREET AND LOT LAYOUT

BASED ON THE PREVIOUS TWO STEPS, A GENERAL ROAD AND LOT LAYOUT WAS CREATED. THE RESIDENTIAL ENTRY ROAD ENTERS FROM TRAILS END LANE AND LOOPS AROUND IN EITHER DIRECTION TO THE LOTS. THE LOCATION OF THE ENTRY ROAD WAS CHOSEN BASED ON THE MINIMAL SLOPING TOPOGRAPHY AND WITH THE PRESERVATION OF EXISTING TREES IN MIND. THE LOTS WERE LAID OUT TO AVOID THE EXISTING STREAMS, TOPOGRAPHY, AND LANDSCAPE BUFFERS.
BY USING THIS APPROACH, THE LOTS ARE PROPOSED ON THE MOST SUITABLE BUILDING SITES. THE STREAMS WILL BE MINIMALLY DISTURBED AT THE ROADWAY, BUT THIS COULD NOT HAVE BEEN AVOIDED.



STEP 4: DRAWING LOT LINES

WE WERE ABLE TO CREATE 79 LOTS WITHIN THE BUILDABLE AREA. THE LOTS RANGE IN SIZE (NO SMALLER THAN 55' WIDE). THE LOTS LINES WERE DRAWN PERPENDICULAR TO THE ROADWAY THEY MEET TO ALLOW FOR VISUAL AESTHETICS WHEN DRIVING DOWN THE ROADS. THE VARYING LOT SIZES ALLOW FOR VISUAL APPEAL AND A LESS UNIFORM LOOKING RESIDENTIAL AREA. AN EMERGENCY ENTRANCE HAS BEEN INCLUDED FROM ASBURY CHAPEL ROAD FOR FIRE AND EMERGENCY MEDICAL SERVICES.

DATE	ISSUED FOR	REV
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04/06/2021	Third Submittal to Town of Huntersville	2

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Engineer:

RJH

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Engineering • Land Surveying • Planning Management

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Engineer's Seal: NORTH CAROLINA PROFESSIONAL SEAL 050079 REGISTERED ENGINEER JONATHAN R. MURDOCK

Project Manager: D. Timbrell	Drawn: M. Bonenfant
Department Manager: P. Murphy	Checked: D. Timbrell
Print/Plot Date: April 6th, 2021	
Asbuilt Drawn: -	Asbuilt Date: -

Client

TRAILS END BOWMAN LLC
13815 CINNABAR PLACE
HUNTERSVILLE, NORTH CAROLINA 28078
P: (704) 609-6112

Project:

Trails End Residential Community Sketch Plan

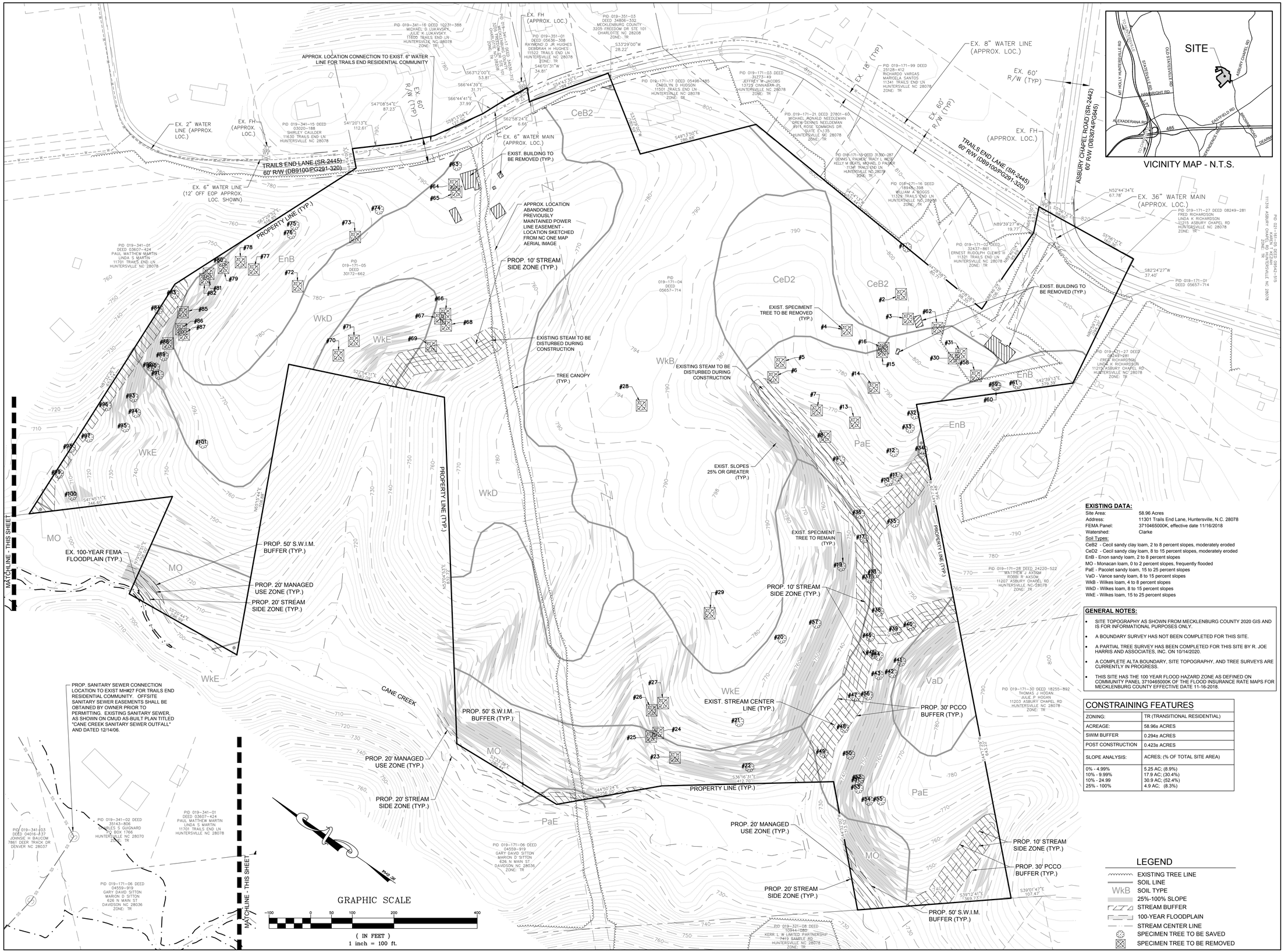
Drawing Title:

Four Step Process

Project No.: 4300

DWG File Name: 4300 - Four Step Process

Drawing No.: SP-6



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Engineer's Seal: NORTH CAROLINA PROFESSIONAL SEAL 050079 ENGINEER JONATHAN R. MURDOCK

EXISTING DATA:

Site Area: 58.96 Acres
Address: 11301 Trails End Lane, Huntersville, N.C. 28078
FEMA Panel: 3710465000K, effective date 11/16/2018
Watershed: Clarke

Soil Types:
CeB2 - Cecil sandy clay loam, 2 to 8 percent slopes, moderately eroded
CeD2 - Cecil sandy clay loam, 8 to 15 percent slopes, moderately eroded
EnB - Enon sandy loam, 2 to 8 percent slopes
MO - Monacan loam, 0 to 2 percent slopes, frequently flooded
PaE - Pacolet sandy loam, 15 to 25 percent slopes
VaD - Vance sandy loam, 8 to 15 percent slopes
WkB - Wilkes loam, 4 to 8 percent slopes
WkD - Wilkes loam, 8 to 15 percent slopes
WkE - Wilkes loam, 15 to 25 percent slopes

GENERAL NOTES:

- SITE TOPOGRAPHY AS SHOWN FROM MECKLENBURG COUNTY 2020 GIS AND IS FOR INFORMATIONAL PURPOSES ONLY.
- A BOUNDARY SURVEY HAS NOT BEEN COMPLETED FOR THIS SITE.
- A PARTIAL TREE SURVEY HAS BEEN COMPLETED FOR THIS SITE BY R. JOE HARRIS AND ASSOCIATES, INC. ON 10/14/2020.
- A COMPLETE ALTA BOUNDARY, SITE TOPOGRAPHY, AND TREE SURVEYS ARE CURRENTLY IN PROGRESS.
- THIS SITE HAS THE 100 YEAR FLOOD HAZARD ZONE AS DEFINED ON COMMUNITY PANEL 3710465000K OF THE FLOOD INSURANCE RATE MAPS FOR MECKLENBURG COUNTY EFFECTIVE DATE 11-16-2018.

CONSTRAINING FEATURES

ZONING:	TR (TRANSITIONAL RESIDENTIAL)
ACREAGE:	58.96± ACRES
SWIM BUFFER	0.294± ACRES
POST CONSTRUCTION	0.423± ACRES
SLOPE ANALYSIS:	ACRES; (% OF TOTAL SITE AREA)
0% - 4.99%	5.25 AC; (8.9%)
10% - 9.99%	17.9 AC; (30.4%)
10% - 24.99	30.9 AC; (52.4%)
25% - 100%	4.9 AC; (8.3%)

LEGEND

- EXISTING TREE LINE
- SOIL LINE
- WkB SOIL TYPE
- 25%-100% SLOPE
- STREAM BUFFER
- 100-YEAR FLOODPLAIN
- STREAM CENTER LINE
- SPECIMEN TREE TO BE SAVED
- SPECIMEN TREE TO BE REMOVED

Project Manager: D. Timbrell	Drawn: M. Bonenfant
Department Manager: P. Murphy	Checked: D. Timbrell
Print/Plot Date: April 6th, 2021	
Asbuilt Drawn: -	Asbuilt Date: -

Client

Trails End Bowman LLC
13815 CINNABAR PLACE
HUNTERSVILLE, NORTH CAROLINA 28078
P: (704) 609-6112

Project:

Trails End Residential Community Sketch Plan

Drawing Title:

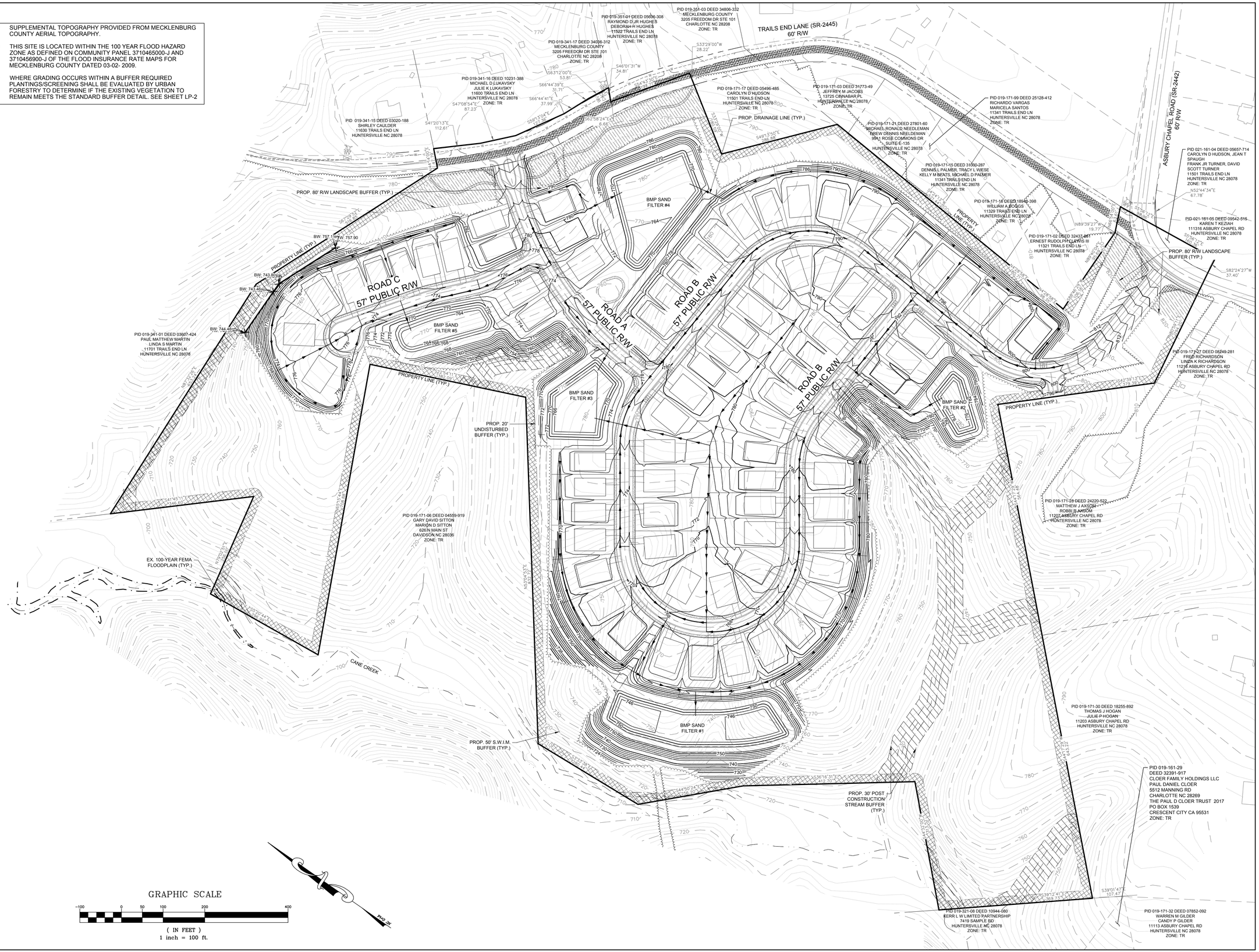
Existing Conditions

Project No.: 4300

DWG File Name: 4300 - Existing Conditions

Drawing No.: EX-1

- SUPPLEMENTAL TOPOGRAPHY PROVIDED FROM MECKLENBURG COUNTY AERIAL TOPOGRAPHY.
- THIS SITE IS LOCATED WITHIN THE 100 YEAR FLOOD HAZARD ZONE AS DEFINED ON COMMUNITY PANEL 3710465000-J AND 3710456900-J OF THE FLOOD INSURANCE RATE MAPS FOR MECKLENBURG COUNTY DATED 03-02- 2009.
- WHERE GRADING OCCURS WITHIN A BUFFER REQUIRED PLANTINGS/SCREENING SHALL BE EVALUATED BY URBAN FORESTRY TO DETERMINE IF THE EXISTING VEGETATION TO REMAIN MEETS THE STANDARD BUFFER DETAIL. SEE SHEET LP-2



DATE	ISSUED FOR	REV
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04/06/2021	Third Submittal to Town of Huntersville	2

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Engineer:

R. Joe Harris & Associates, Inc.

Engineering • Land Surveying • Planning Management

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www.rjoeharris.com

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Engineer's Seal: NORTH CAROLINA PROFESSIONAL SEAL 050079 ENGINEER JONATHAN R. MURDOCK

Project Manager: D. Timbrell	Drawn: M. Bonenfant
Department Manager: P. Murphy	Checked: C. Brown
Print/Plot Date: April 6th, 2021	
Asbuilt Drawn: -	Asbuilt Date: -

Client

TRAILS END BOWMAN LLC
13815 CINNABAR PLACE
HUNTERSVILLE, NORTH CAROLINA 28078
P: (704) 609-6112

Project:

Trails End Residential Community Sketch Plan

Drawing Title:

Overall Grading Plan

Project No.: 4300	Drawing No.: GP-1
DWG File Name: 4300 - Grading	

LEGEND

- STREAM BUFFER
- COMMON OPEN SPACE
- 20' UNDISTURBED BUFFER
- 80' R/W LANDSCAPE BUFFER
- PROPERTY LINE
- 50' S.W.I.M. BUFFER

GRAPHIC SCALE

-60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

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Engineer's Seal: NORTH CAROLINA REGISTERED PROFESSIONAL SEAL 050079 ENGINEER JONATHAN R. MURDOCK 5/6/21

Project Manager	Drawn
D. Timbrell	M. Bonenfant
Department Manager	Checked
P. Murphy	C. Brown
Print/Plot Date	
April 6th, 2021	
Asbuilt Drawn	Asbuilt Date
-	-

Client

Trails End Bowman LLC
13815 CINNABAR PLACE
HUNTERSVILLE, NORTH CAROLINA 28078
P: (704) 609-6112

Project:

Trails End Residential Community Sketch Plan

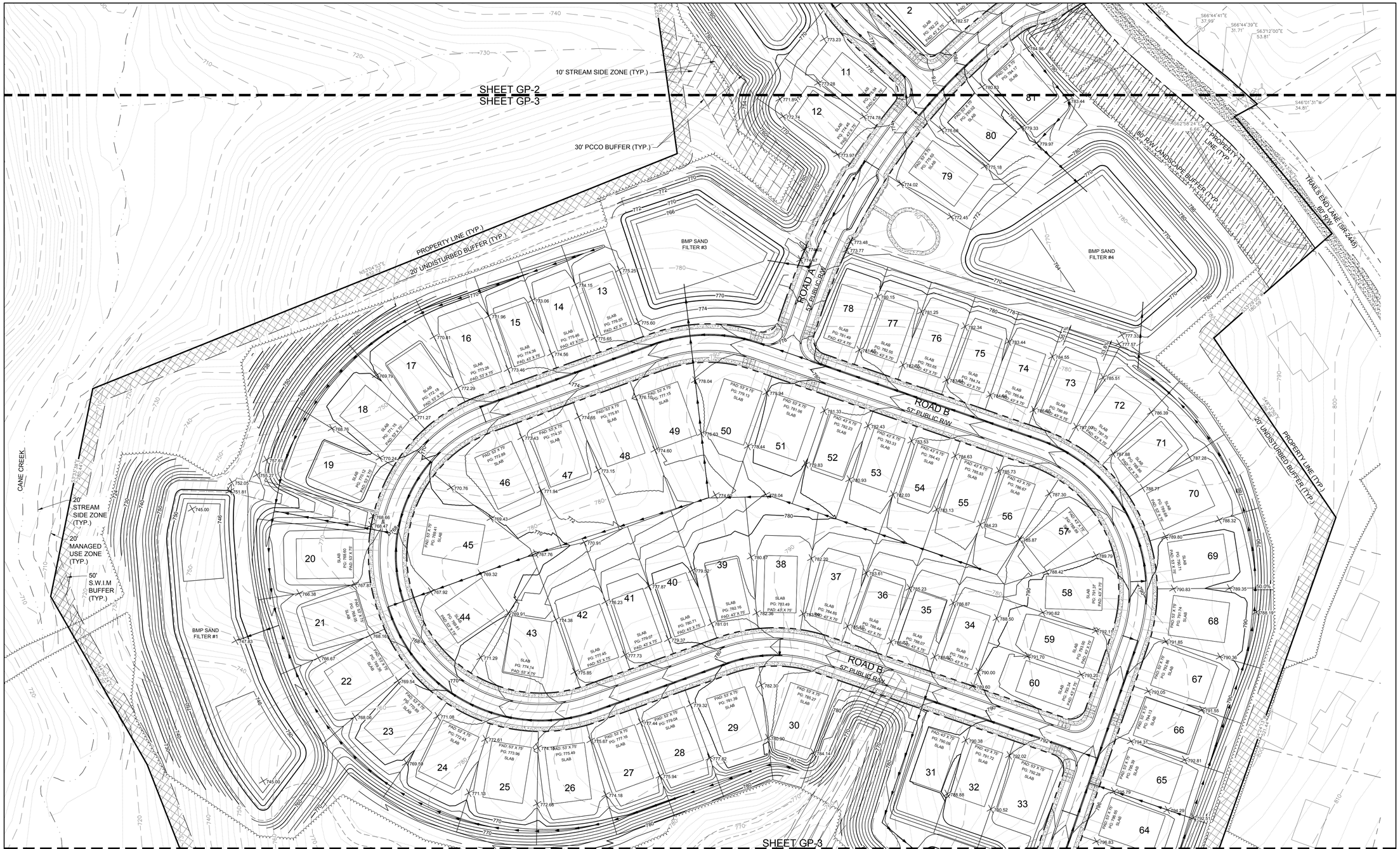
Drawing Title:

Grading Plan (Sheet 1 Of 3)

Project No.: 4300

DWG File Name: 4300 - Grading

Drawing No.: GP-2



LEGEND

- STREAM BUFFER
- COMMON OPEN SPACE
- 20' UNDISTURBED BUFFER
- 80' R/W LANDSCAPE BUFFER
- PROPERTY LINE
- 50' S.W.I.M. BUFFER

GRAPHIC SCALE

-60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

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Project Manager: D. Timbrell	Drawn: M. Bonenfant
Department Manager: P. Murphy	Checked: C. Brown
Print/Plot Date: April 6th, 2021	
Asbuilt Drawn: -	Asbuilt Date: -

Client

TRAILS END BOWMAN LLC
13815 CINNABAR PLACE
HUNTERSVILLE, NORTH CAROLINA 28078
P: (704) 609-6112

Project:

Trails End Residential Community Sketch Plan

Drawing Title:

Grading Plan (Sheet 2 Of 3)

Project No.: 4300	Drawing No.: GP-3
DWG File Name: 4300 - Grading	

LEGEND

- COMMON OPEN SPACE
- TREE SAVE AREA
- 20' UNDISTURBED BUFFER
- 80' UNDISTURBED BUFFER
- PROPOSED PROPERTY LINE

GRAPHIC SCALE

-60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

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Engineer:

RJH

R. Joe Harris & Associates, Inc.

Engineering • Land Surveying • Planning Management

1186 Stonecrest Blvd., Tega Cay, S.C. 29708 P: (803) 802-1799

www.rjoeharris.com

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Corporate Seal: NORTH CAROLINA PROFESSIONAL SEAL C-4168 ENGINEERING & SURVEYING, INC. R. JOE HARRIS & ASSOCIATES, INC.

Engineer's Seal: NORTH CAROLINA REGISTERED PROFESSIONAL SEAL 050079 ENGINEER JONATHAN R. MURDOCK

Project Manager: D. Timbrell	Drawn: M. Bonenfant
Department Manager: P. Murphy	Checked: C. Brown
Print/Plot Date: April 6th, 2021	
Asbuilt Drawn: -	Asbuilt Date: -

Client:

TRAILS END BOWMAN LLC
13815 CINNABAR PLACE
HUNTERSVILLE, NORTH CAROLINA 28078
P: (704) 609-6112

Project:

Trails End Residential Community Sketch Plan

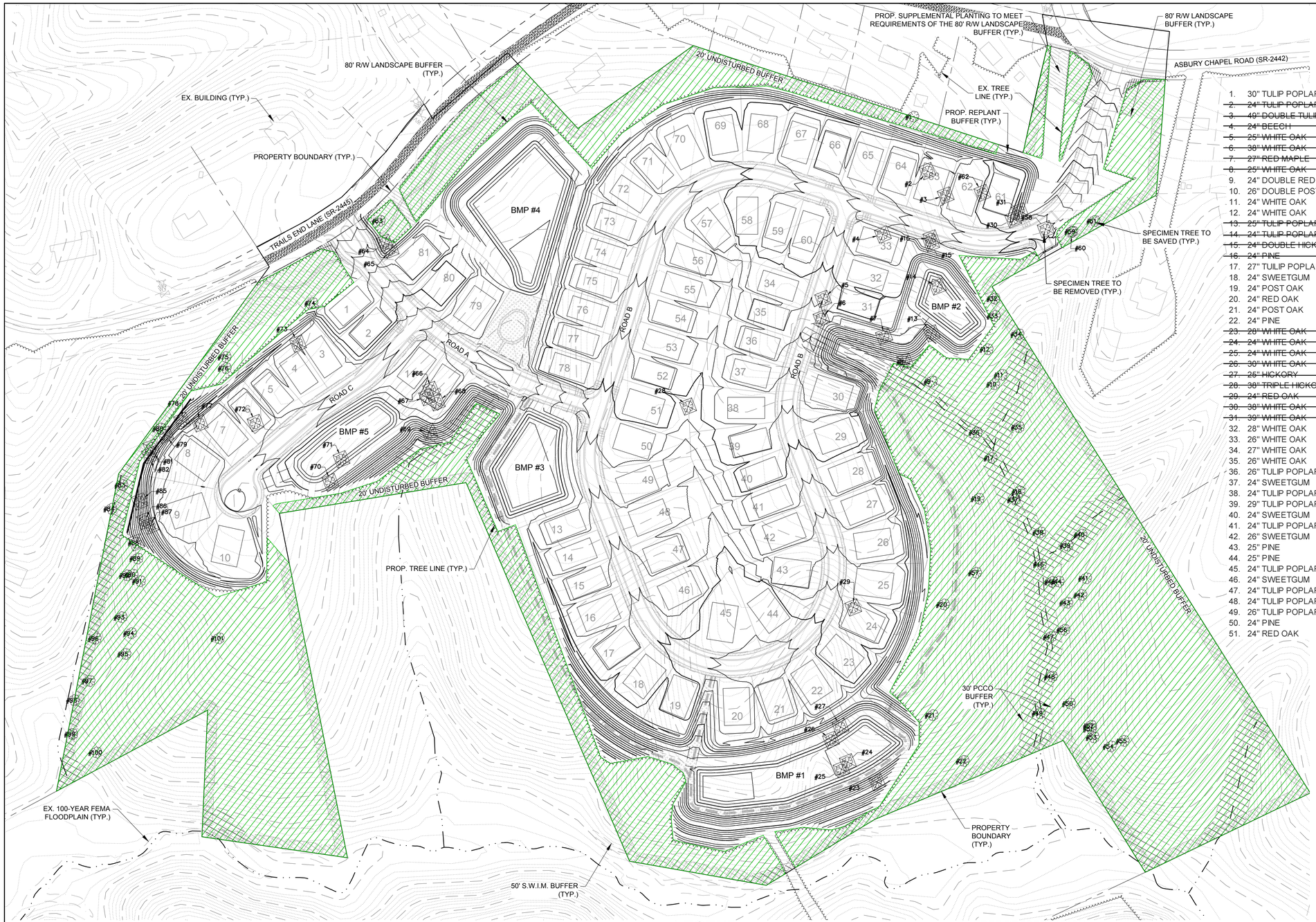
Drawing Title:

Grading Plan (Sheet 3 Of 3)

Project No.: 4300

DWG File Name: 4300 - Grading

Drawing No.: GP-4



1. 30" TULIP POPLAR
2. ~~24" TULIP POPLAR~~
3. ~~49" DOUBLE TULIP POPLAR~~
4. ~~24" BEECH~~
5. ~~25" WHITE OAK~~
6. ~~38" WHITE OAK~~
7. ~~27" RED MAPLE~~
8. ~~25" WHITE OAK~~
9. 24" DOUBLE RED MAPLE
10. 26" DOUBLE POST OAK
11. 24" WHITE OAK
12. 24" WHITE OAK
13. ~~25" TULIP POPLAR~~
14. ~~24" TULIP POPLAR~~
15. ~~24" DOUBLE HICKORY~~
16. ~~24" PINE~~
17. 27" TUILIP POPLAR
18. 24" SWEETGUM
19. 24" POST OAK
20. 24" RED OAK
21. 24" POST OAK
22. 24" PINE
23. ~~28" WHITE OAK~~
24. ~~24" WHITE OAK~~
25. ~~24" WHITE OAK~~
26. ~~30" WHITE OAK~~
27. ~~25" HICKORY~~
28. ~~38" TRIPLE HICKORY~~
29. ~~24" RED OAK~~
30. ~~38" WHITE OAK~~
31. ~~39" WHITE OAK~~
32. 28" WHITE OAK
33. 26" WHITE OAK
34. 27" WHITE OAK
35. 26" WHITE OAK
36. 26" TULIP POPLAR
37. 24" SWEETGUM
38. 24" TULIP POPLAR
39. 29" TULIP POPLAR
40. 24" SWEETGUM
41. 24" TULIP POPLAR
42. 26" SWEETGUM
43. 25" PINE
44. 25" PINE
45. 24" TULIP POPLAR
46. 24" SWEETGUM
47. 24" TULIP POPLAR
48. 24" TULIP POPLAR
49. 26" TULIP POPLAR
50. 24" PINE
51. 24" RED OAK
52. 28" TULIP POPLAR
53. 30" RED OAK
54. 25" WHITE OAK
55. 31" RED OAK
56. 24" TULIP POPLAR
57. 25" PINE
58. ~~24" DEAD OAK~~
59. 25" WHITE OAK
60. 24" TULIP POPLAR
61. 26" TULIP POPLAR
62. ~~28" RED OAK~~
63. 28" PECAN
64. ~~46" SPLIT DOUBLE PECAN~~
65. ~~27" PECAN~~
66. ~~26" RED OAK~~
67. ~~24" RED OAK~~
68. ~~25" RED OAK~~
69. ~~26" TULIP POPLAR~~
70. ~~26" PINE~~
71. ~~24" PINE~~
72. ~~24" PINE~~
73. ~~37" RED MAPLE~~
74. 26" RED OAK
75. ~~28" TULIP POPLAR~~
76. 28" SWEETGUM
77. ~~32" TULIP POPLAR~~
78. ~~42" TRIPLE HICKORY~~
79. ~~36" TULIP POPLAR~~
80. 24" TULIP POPLAR
81. ~~44" DOUBLE WHITE OAK~~
82. ~~24" SWEETGUM~~
83. 45" DOUBLE TULIP POPLAR
84. 24" TULIP POPLAR
85. ~~25" HICKORY~~
86. ~~28" DOUBLE WHITE OAK~~
87. ~~36" DOUBLE WHITE OAK~~
88. ~~58" DOUBLE RED OAK~~
89. 25" WHITE OAK
90. 28" RED OAK
91. 44" DOUBLE RED OAK
92. 44" RED OAK
93. 28" RED OAK
94. 34" RED OAK
95. 28" TULIP POPLAR
96. 25" TULIP POPLAR
97. 31" RED OAK
98. 25" BEECH
99. 36" WHITE OAK
100. 25" RED OAK
101. 24" POST OAK

TRAILS END TREE PRESERVATION

SITE ACREAGE	58.96± AC
% COVERED BY TREE CANOPY	57.04± AC (96.74%)
TREE CANOPY PRESERVATION REQUIRED (MIN. REQ. 35%)	19.96± AC (35%)
TREE CANOPY PRESERVATION PROVIDED	22.56± AC (39.6%)
NO. OF SPECIMEN TREES ON-SITE*	101
REQUIRED NO. OF SPECIMEN TREES TO BE SAVED	36 (35%)
NO. OF SPECIMEN TREES TO BE SAVED	59 (58.4%)
NO. OF HERITAGE TREES ON SITE	0
NO. OF HERITAGE TREES TO BE SAVED (MIN. REQ. 100%)	N/A

LEGEND

- 100-YEAR FLOODPLAIN
- STREAM BUFFER
- 20' UNDISTURBED BUFFER
- 20' REPLANT BUFFER AREA
- 80' UNDISTURBED STATE HIGHWAY R/W BUFFER
- URBAN OPEN SPACE (UOS)
- TREE SAVE AREA
- EXISTING SPECIMEN TREE
- EXISTING SPECIMEN TREE TO BE REMOVED

TREE PRESERVATION

SPECIMEN TREE - A TREE (OR GROUP OF TREES) THAT MAY BE CONSIDERED IMPORTANT COMMUNITY ASSETS DUE TO THEIR UNIQUE OR NOTEWORTHY CHARACTERISTICS OR VALUES. A TREE MAY BE CONSIDERED A SPECIMEN TREE BASED ON ITS SIZE, AGE, RARITY OR SPECIAL HISTORICAL OR ECOLOGICAL SIGNIFICANCE AND MAY ALSO MEET THE FOLLOWING CRITIERIA:

- LARGE HARDWOOD (E.G. OAKS, POPLARS, MAPLES, ETC.) AND SOFTWOODS (E.G. PINES) IN GOOD OR BETTER CONDITION WITH A DBH OF 24" OR GREATER.
- SMALLER UNDERSTORY TREES (E.G. DOGWOODS, REDBUDS, SOURWOODS, PERSIMMONS, ETC.) IN GOOD OR BETTER CONDITION WITH A DBH OF 12" OR GREATER.
- PER SURVEYOR, THERE WERE NO SMALL MATURING TREES WITH A DBH 12" OR GREATER.
- LESSER-SIZED TREES OF RARE SPECIES OR SPECIAL INTRINSIC VALUE AS APPROVED BY STAFF.

HERITAGE TREE - A TREE THAT IS LISTED IN THE NORTH CAROLINA BIG TREE LIST, THE AMERICAN FOREST ASSOCIATION'S CHAMPION TREE LIST, THE MECKLENBURG COUNTY TREASURE TREE LIST OR ANY TREE THAT WOULD MEET 80% OF THE POINTS OF A TREE ON NORTH CAROLINA'S BIG TREE LIST.

GRAPHIC SCALE

-100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

DATE	ISSUED FOR	REV
12/01/2020	Initial Submittal to Town of Huntersville	0
03/02/2021	Second Submittal to Town of Huntersville	1
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NORTH CAROLINA 811 — Know what's below. Call before you dig.

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Engineer's Seal: NORTH CAROLINA PROFESSIONAL SEAL 050079 ENGINEER JONATHAN R. MURDOCK 4/6/21

Project Manager: D. Timbrell	Drawn: M. Bonenfant
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Trails End Bowman LLC
13815 CINNABAR PLACE
HUNTERSVILLE, NORTH CAROLINA 28078
P: (704) 609-6112

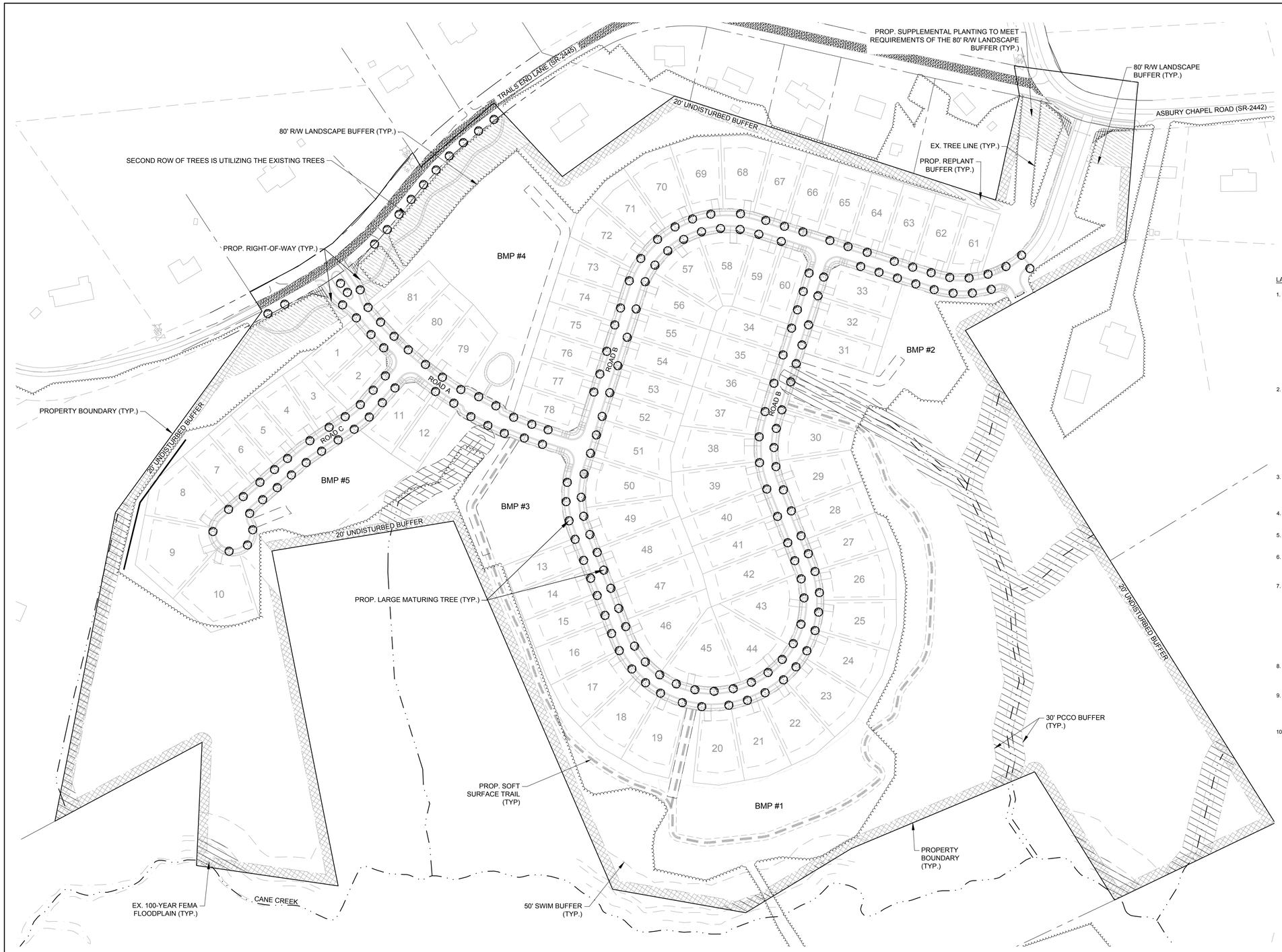
Project:

Trails End Residential Community Sketch Plan

Drawing Title:

Tree Preservation Plan

Project No.: 4300	Drawing No.: TP-1
DWG File Name: 4300 - Landscape	



LEGEND

- EXISTING SPECIMEN TREE
- PROPOSED LARGE MATURING STREET TREE

NOTE: ALL STREET TREE PLACEMENTS ADJACENT TO PROPOSED RETAINING WALLS ARE TENTATIVE, SUBJECT TO FULL SRW DESIGN, AND PENDING THE JUDGEMENT OF A STRUCTURAL ENGINEER.

LANDSCAPING NOTES (PER TOWN OF HUNTERSVILLE):

1. STREET TREES ARE REQUIRED TO BE WITHIN A MINIMUM 7-FOOT PLANTING STRIP LOCATED BETWEEN THE PROPOSED STREET AND PROPOSED SIDEWALK. PLANTING SHALL BE PROVIDED AS FOLLOWS:
   A). LARGE MATURING CANOPY TREES SHALL BE PLANTED AT A SPACING NOT TO EXCEED 40-FEET ON CENTER EXCEPT THAT SPACING MAY BE ALTERED SLIGHTLY TO ACCOMMODATE DRIVEWAYS.

   B). SMALL MATURING "CANOPY-LIKE" TREES SHALL BE PLANTED 30-FEET ON CENTER WHERE EXISTING OVERHEAD UTILITY LINES PROHIBIT THE USE OF LARGE MATURING CANOPY TREES.
2. NEW TREES SHALL BE REQUIRED WITHIN EACH RESIDENTIAL LOT. IN ORDER TO MAINTAIN OR REPLENISH THE URBAN TREE CANOPY IN AREAS OF NEW RESIDENTIAL SUBDIVISION, EACH LOT SHALL PROVIDE CANOPY TREES. FOR LOTS LESS THAN 10,000 SQ. FT, 1 FRONT YARD AND 1 REAR YARD CANOPY TREE SHALL BE REQUIRED. FOR LOTS BETWEEN 10,000 SQ. FT. AND 15,000 SQ. FT., 1 FRONT YARD AND 2 REAR YARD CANOPY TREES SHALL BE REQUIRED. FOR LOTS BETWEEN 15,000 SQ. FT. AND 20,000 SQ. FT., 2 FRONT YARD AND 2 REAR YARD CANOPY TREES SHALL BE REQUIRED. FOR LOTS MORE THAN 20,000 SQ. FT., 3 FRONT YARD AND 3 REAR YARD CANOPY TREES SHALL BE REQUIRED.
3. ALL REQUIRED PLANTINGS SHALL BE INSTALLED IN A MANNER THAT INSURES THE AVAILABILITY OF SUFFICIENT SOIL AND WATER FOR HEALTHY GROWTH AND THAT IS NOT INTRUSIVE TO ABOVEGROUND AND UNDERGROUND UTILITIES.
4. ALL STREET TREES MUST BE FROM THE "TOWN OF HUNTERSVILLE TREE AND SHRUB LIST."
5. ALL TREES SHALL BE A MINIMUM OF 2-INCHES IN CALIPER AND 8-FEET IN HEIGHT AT THE TIME OF PLANTING, UNLESS OTHERWISE SPECIFIED.
6. INSTALLATION OF TREES AND SHRUBS SHALL COMPLY WITH THE TOWN OF HUNTERSVILLE ENGINEERING STANDARDS AND PROCEDURES MANUAL.
7. EVERY REASONABLE EFFORT SHALL BE MADE TO PROTECT AND RETAIN EXISTING TREES AND SHRUBS NOT ACTUALLY LYING IN PLANNED ROADWAYS, DRAINAGEWAYS, BUILDING FOUNDATION SITES AND CONSTRUCTION ACTIVITY AREAS. EXCEPT WHEN NECESSARY TO PROVIDE ACCESS TO A SITE OR TO INSURE THE SAFETY AND SECURITY OF PEOPLE AND PROPERTY ANY EXISTING HEALTHY TREES THAT ARE EIGHT INCHES OR GREATER IN CALIPER, LOCATED WITH A PUBLIC RIGHT-OF-WAY OR UNDEVELOPED REQUIRED YARD SHALL BE RETAINED UNLESS APPROVED FOR REMOVAL BY STAFF DURING PLAN REVIEW.
8. TREES SHALL NOT BE PLANTED WITHIN 40' OF THE CURB RETURN ON A STOP/YIELD CONTROLLED APPROACH. ALSO NOTE THAT TREES SHALL BE PLANTED AT LEAST 10' FROM DRAINAGE STRUCTURES.
9. ALL LOT TREES AS PER SECTION 7.7 (STREET TREES AND INTERNAL LANDSCAPING) OF THE TOWN OF HUNTERSVILLE ZONING ORDINANCE. EXISTING SPECIMEN TREES TO BE USED IN LIEU OF NEW PLANTINGS (AS APPROVED BY TOWN OF HUNTERSVILLE).
10. STREET TREE LOCATIONS SHOWN ON THIS PLAN ARE GENERAL IN NATURE AND SUBJECT TO REFINEMENT DURING THE CONSTRUCTION PLAN DEVELOPMENT PROCESS

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Residential Lot Trees:
In order to maintain or replenish the urban tree canopy in areas of new residential subdivision, each lot shall provide canopy trees in accordance with the following schedule:

Lot Size	Required Number of Canopy Trees
Less than 10,000 SF	1 Front yard, 1 Rear yard
10,000-15,000 SF	1 Front yard, 2 Rear yard
15,001-20,000 SF	2 Front yard, 2 Rear yard
More than 20,000 SF	3 Front yard, 3 Rear yard

The use of existing trees to satisfy this requirement is encouraged. Required street trees may not be counted towards the fulfillment of this requirement.

NOTE: URBAN OPEN SPACES SHALL INCLUDE ONE OR MORE OF THE FOLLOWING: LANDSCAPING, WALKS, SEATING, FOUNTAINS, PLAYGROUND EQUIPMENT, STATUES, ETC. MATERIALS USED SHALL BE A COMBINATION OF BRICK PAVERS, STAMPED ASPHALT, STONE, WROUGHT IRON, WOOD, CRUSHED GRAVEL OR STONE ETC.

Note:
- No street trees within 30 feet of a radius return.
- Final tree placement is based on utility and storm placement and avoiding conflicts with these services.

See Development Data on cover sheet.

Road Frontage: 4,482 LF
Street Trees Required (Theoretical):
4,482/40 = 112 Street Trees

Proposed: 157 Large Maturing Trees
- Trees shall be from approved urban forestry species list.
- Different species of trees shall be used on different streets.

No heritage trees exist on this property.

GRAPHIC SCALE

-100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

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Project:

Trails End Residential Community Sketch Plan

Drawing Title:

Landscape Plan

Project No. 4300

DWG File Name: 4300 - Landscape

Drawing No. LP-1

BERM NOTES (PER TOWN OF HUNTERSVILLE):

1. BERMS MAY BE INSTALLED IN A LANDSCAPE EASEMENT ADJACENT TO RESIDENTIAL DEVELOPMENT ONLY IN AREAS DEVOID OF EXISTING VEGETATION NOT WORTHY OF PRESERVATION AND ONLY WITH THE APPROVAL OF THE PLANNING BOARD. IF INCLUDED IN THE LANDSCAPE DESIGN, BERMS SHALL:

1.1. HAVE A MINIMUM HEIGHT OF 2 FEET, A MINIMUM CROWN WIDTH OF 8 FEET, AND A SIDE SLOPE WITH A WIDTH TO HEIGHT RATIO OF NO GREATER THAN 3 TO 1 (3:1) IF 4 FEET OR LESS IN HEIGHT. BERMS SHALL NOT EXCEED 6 FEET IN HEIGHT AND , IF GREATER THAN 4 FEET IN HEIGHT, SHALL HAVE A MINIMUM CROWN WIDTH OF 8 FEET, AND A SIDE SLOPE WITH A WIDTH TO HEIGHT RATION OF NO GREATER THAN 4 TO 1 (4:1). EXEMPTIONS MAY BE MADE TO THE MAXIMUM OR MINIMUM HEIGHT OF BERMS BY THE ZONING ADMINISTRATOR WHERE, IN HIS OPINION, TOPOGRAPHICAL CHANGES DICTATE SUCH EXCEPTION.

1.2. BE DESIGNED AND CONSTRUCTED WITH AN UNDULATING APPEARANCE WHICH MIMICS AS MUCH AS IS PRACTICABLE A NATURAL TOPOGRAPHICAL FEATURE OF THE SITE

1.3. BE SUBSTANTIALLY PLANTED AND COVERED WITH LIVE VEGETATION. NO BERM SHALL CONSIST ENTIRELY OF TURF GRASS, GROUND, COVER, MULCH OR SIMILAR MATERIAL. IF A BERM IS GREATER THAN 2 FEET IN HEIGHT ALL TREES SHALL BE ARRANGED SO THAT THEY ARE PLANTED WITHIN 2 VERTICAL FEET OF THE NATURAL GRADE, UNLESS IRRIGATION IS PROVIDED.

1.4. BE FULLY INSTALLED, PLANTED AND STABILIZED PRIOR TO CERTIFICATION OF ZONING COMPLIANCE.

1.5. BE DESIGNED TO PREVENT STANDING WATER OR TO IMPEDE THE FLOW OF STORM WATER FROM ADJACENT PROPERTIES.

1.6. FREE OF STRUCTURES, INCLUDING FENCES, UNLESS APPROVED BY THE TOWN AS PART OF THE LANDSCAPING REQUIREMENTS FOR A DEVELOPMENT SITE.

1.7. NOT BE USED AS PART OF ANY OUTDOOR LIVING SPACE BY ADJACENT PROPERTY OWNERS WITHIN THE DEVELOPMENT.

2. BERMS SHALL BE PERMITTED AS PART OF A SUCCESSFUL BUFFER PROGRAM PROVIDING THAT THEY MEET THE REQUIREMENT NOTED ABOVE. IN ADDITION, THAT THEY:

2.1. ARE NOT PERMITTED ALONG PUBLIC STREETS AS A MEANS OF MEETING THE BUFFERING REQUIREMENT OF THIS SECTION.

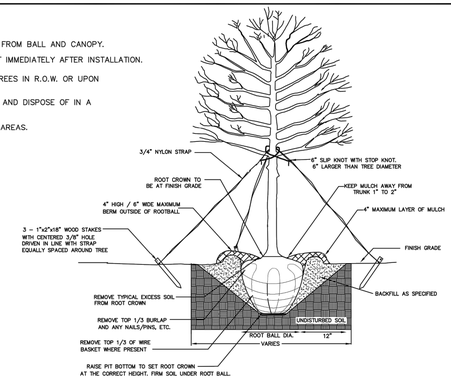
2.2. ARE HELD AND MAINTAINED BY A LEGALLY CONSTITUTED HOMEOWNERS ASSOCIATION IF LOCATED IN A RESIDENTIAL DEVELOPMENT AND SHALL NOT BE USED AS PART OF ANY OUTDOOR LIVING SPACE BY ADJACENT PROPERTY OWNERS WITHIN THE DEVELOPMENT.

2.3. ARE NOT USED FOR THE DISPLAY OF VEHICLES OR OTHER MERCHANDISE, EXCEPT THAT, WHEN APPROVED BY THE TOWN, THE BERM AND ANY OTHER REQUIRED LANDSCAPING AREA MAY BE USED AS A DISPLAY SITE FOR LANDSCAPING MATERIALS AND PLANTS FOR SALE BY AN ADJACENT USE.

2.4. BERMS ARE NOT PERMITTED WHERE INSTALLATION WILL DESTROY OR DAMAGE REQUIRED TREE SAVE AREAS.

NOTES:

1. REMOVE WIRE AND NYLON TWINE FROM BALL AND CANOPY.
2. SOAK ROOT BALL AND PLANT PIT IMMEDIATELY AFTER INSTALLATION.
3. STAKING IS REQUIRED FOR ALL TREES IN R.O.W. OR UPON REQUEST OF ARBORIST.
4. REMOVE EXCESS SOIL FROM SITE AND DISPOSE OF IN A LEGAL MANNER.
5. RESEED UNMULCHED, DISTURBED AREAS.



ALL TREES SHALL MEET AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1–2004)

FOR EXAMPLE:	CALIPER	HEIGHT (RANGE)	MAX. HEIGHT	MIN. ROOT BALL DIA.	MIN. ROOT BALL DEPTH
	2"	12–14'	16'	24"	16"
	3"	14–16'	18'	32"	21"

NOT TO SCALE

Town of Huntersville NORTH CAROLINA STANDARD DRAWING

TREE PLANTING
(FOR SINGLE AND MULTI-STEM TREES)

REV.	DATE
	10/14/09
STD. NO.	
600.1	

PLANTINGS IN STREET RIGHT–OF–WAY

GENERAL NOTES

1. TREE GRATES AND ASSOCIATED IRRIGATION SYSTEMS REQUIRED BY TOWN ARE TO COMPLY WITH THE TOWN ZONING REQUIREMENTS. ALL INSTALLATIONS OF IRRIGATION SYSTEMS WITHIN THE RIGHT–OF–WAY OF STATE MAINTAINED STREETS REQUIRE AN ENCROACHMENT AGREEMENT EXECUTED THROUGH NCDOT. TREES INSTALLED WITHIN TOWN MAINTAINED RIGHT–OF–WAY LIMITS SHALL BE PER TOWN REQUIREMENTS. TREES INSTALLED WITHIN THE RIGHT OF WAY OF STATE MAINTAINED STREETS REQUIRE A PLANTING PERMIT FROM NCDOT. NCDOT'S REVIEW AND APPROVAL PROCESS MAY INCLUDE ADDITIONAL REQUIREMENTS.
2. A DRAINAGE SYSTEM IS REQUIRED FOR ALL IRRIGATED PLANTING AREAS LOCATED ADJACENT TO STREETS. ALL IRRIGATION/DRAINAGE SYSTEMS REQUIRE AN ENCROACHMENT AGREEMENT EXECUTED BY NCDOT FOR STATE–MAINTAINED ROADS. CONTACT NCDOT FOR ADDITIONAL INFORMATION REGARDING COST, SUBMITTAL AND LIABILITY INSURANCE COVERAGE REQUIREMENTS.
3. LANDSCAPE INSPECTIONS MAY INCLUDE THE FOLLOWING:

   SUBDRAINAGE INSPECTION
   TREE PIT/WELL OR PLANTING STRIP INSPECTION
   SOIL MIX APPROVALS/INSPECTIONS
   TREE APPROVALS/INSPECTIONS
   TREE PLANTING INSPECTION
   IRRIGATION INSPECTION
   FINAL WALK THROUGH

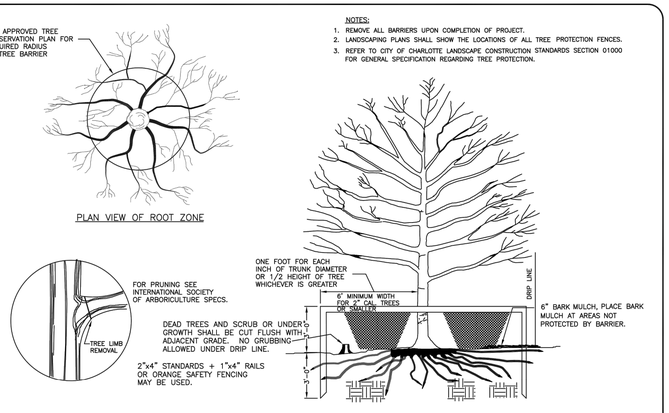
ALL INSPECTIONS SHALL BE PERFORMED BY TOWN AND/OR TOWN REPRESENTATIVE.

NOT TO SCALE

Town of Huntersville NORTH CAROLINA STANDARD DRAWING

TREE PLANTING–NOTES
(DRAINAGE AND INSPECTION)

REV.	DATE
	10/14/09
STD. NO.	
615.1	



NOTES:

1. REMOVE ALL BARRIERS UPON COMPLETION OF PROJECT.
2. LANDSCAPING PLANS SHALL SHOW THE LOCATIONS OF ALL TREE PROTECTION FENCES.
3. REFER TO CITY OF CHARLOTTE LANDSCAPE CONSTRUCTION STANDARDS SECTION 01000 FOR GENERAL SPECIFICATION REGARDING TREE PROTECTION.

NOT TO SCALE

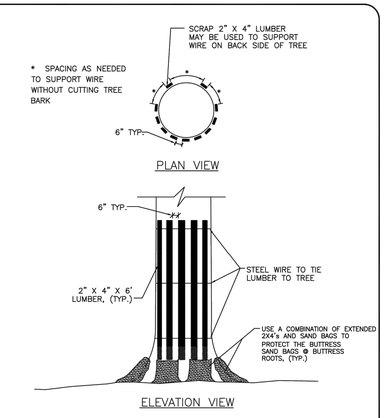
Town of Huntersville NORTH CAROLINA STANDARD DRAWING

TREE PROTECTION

REV.	DATE
	10/14/09
STD. NO.	
601.1	

NOTES:

1. THIS TREE BUMPER DETAIL SHALL BE USED WHEN WORKING WITHIN 10' OF AN EXISTING TREE TO BE PROTECTED.
2. ALL TREES SHALL BE SAVED UNLESS NOTED OTHERWISE ON THE PLANS OR DIRECTED BY THE ENGINEER.
3. LUMBER, WIRE, AND SANDBAGS MAY BE REUSED FOR OTHER TREES.
4. THE INTENT OF THIS DETAIL IS TO PROTECT EXISTING TREES FROM DAMAGE DURING CONSTRUCTION ESPECIALLY FROM BACKHOE ARM SWING. AN ALTERNATE APPROACH MAY BE USED IF APPROVED IN WRITING BY THE ENGINEER AFTER CONSULTATION WITH THE TOWN ARBORIST OR HIS DULY AUTHORIZED REPRESENTATIVE.

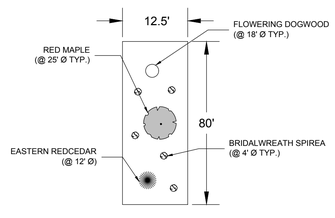


NOT TO SCALE

Town of Huntersville NORTH CAROLINA STANDARD DRAWING

TEMPORARY TREE PROTECTION DETAIL

REV.	DATE
	10/14/09
STD. NO.	
617.1	

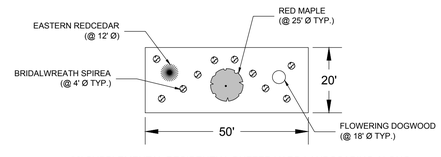


80' SUPPLEMENTAL RESIDENTIAL BUFFER YARD LANDSCAPING ALONG THOROUGHFARE
TOTAL LENGTH = 12.5 LINEAR FEET X 80 LINEAR FEET = 1000SQFT
REQUIRED

- 50% EVERGREEN TREES PER 1,000 SF
- 75% CANOPY TREES PER 1,000 SF (LARGE MATURING)
- 25% UNDERSTORY TREES PER 1,000 SF (SMALL MATURING)
- 3 TREES PER 1,000 SF
- 5 SHRUBS PER 1,000 SF (75% EVERGREEN)

(NUMBER OF TREES & SHRUBS SHOWN MUST BE THE MINIMUM NUMBER PLANTED. TYPE & ACTUAL LOCATION MAY VARY.)
(EXISTING TREES AND SHRUBS CAN COUNT TOWARDS PLANTING REQUIREMENTS, AS LONG AS THEY MEET THE REQUIRED SIZE)

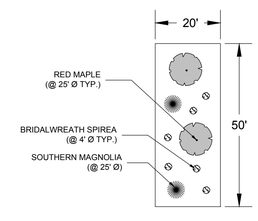
* 12' GREENWAY TRAIL SHALL MEANDER THROUGH BUFFER & PROPOSED PLANTINGS



20' SUPPLEMENTAL RESIDENTIAL BUFFER YARD LANDSCAPING ALONG ABUTTING PROPERTIES
TOTAL LENGTH = 50 LINEAR FEET X 20 LINEAR FEET = 1000SQFT
REQUIRED

- 25% EVERGREEN TREES PER 1,000 SF
- 25% CANOPY TREES PER 1,000 SF (LARGE MATURING)
- 25% UNDERSTORY TREES PER 1,000 SF (SMALL MATURING)
- 3 TREES PER 1,000 SF
- 10 SHRUBS PER 1,000 SF (100% EVERGREEN)

(NUMBER OF TREES & SHRUBS SHOWN MUST BE THE MINIMUM NUMBER PLANTED. TYPE & ACTUAL LOCATION MAY VARY.)
(EXISTING TREES AND SHRUBS CAN COUNT TOWARDS PLANTING REQUIREMENTS, AS LONG AS THEY MEET THE REQUIRED SIZE)



50' BERM & OPAQUE LANDSCAPING BUFFER ALONG PROSPERITY CHURCH RD & HUNTERSVILLE-CONCORD RD (WHERE NOTED AS BERM)
TOTAL LENGTH = 50 LINEAR FEET X 20 LINEAR FEET = 1000SQFT
REQUIRED

- 4 TREES PER 1,000 SF (50% EVERGREEN, 100% LARGE MATURING)
- 6 SHRUBS PER 1,000 SF (75% EVERGREEN)
- BERM SHALL MAINTAIN MAX HEIGHT OF 5' WHERE WARRANTED, BERM MAY UNDULATE TO PROVIDE A NATURAL LOOK AS WELL AS PROVIDE DRAINAGE THROUGH THE BERM
- GOAL OF THIS BUFFER IS TO SCREEN HOMES FROM ADJACENT PROPERTY OWNERS
- BERM SHALL BE CONSTRUCTED PER HUNTERSVILLE ORDINANCE ARTICLE 7.4.2.G

(NUMBER OF TREES & SHRUBS SHOWN MUST BE THE MINIMUM NUMBER PLANTED. TYPE & ACTUAL LOCATION MAY VARY.)
(EXISTING TREES AND SHRUBS CAN COUNT TOWARDS PLANTING REQUIREMENTS, AS LONG AS THEY MEET THE REQUIRED SIZE)

DATE	ISSUED FOR	REV
12/01/2020	Initial Submittal to Town of Huntersville	0
03/02/2021	Second Submittal to Town of Huntersville	1
04/06/2021	Third Submittal to Town of Huntersville	2

NORTH CAROLINA 811 — Know what's below. Call before you dig.

Engineer:

RJH

R. Joe Harris & Associates, Inc.
Engineering • Land Surveying • Planning Management
1186 Stonecrest Blvd., Tega Cay, S.C. 29708 P: (803) 802-1799

www.rjoeharris.com

This drawing shall not be used for construction purposes until the seal and signature of the responsible registrant appears on the drawing, and proper permit forms and related fees are transmitted by the Owner, Owner's Agent or Contractor to the Authority having jurisdiction.

Corporate Seal: NORTH CAROLINA PROFESSIONAL SEAL C-4168 ENGINEERING & SURVEYING, INC. R. JOE HARRIS & ASSOCIATES, INC.

Engineer's Seal: NORTH CAROLINA PROFESSIONAL SEAL 050079 ENGINEER JONATHAN R. MURDOCK 4/6/21

Project Manager: D. Timbrell	Drawn: M. Bonenfant
Department Manager: P. Murphy	Checked: D. Timbrell
Print/Plot Date: April 6th, 2021	
Asbuilt Drawn: -	Asbuilt Date: -

Client:

Trails End Bowman LLC
13815 CINNABAR PLACE
HUNTERSVILLE, NORTH CAROLINA 28078
P: (704) 609-6112

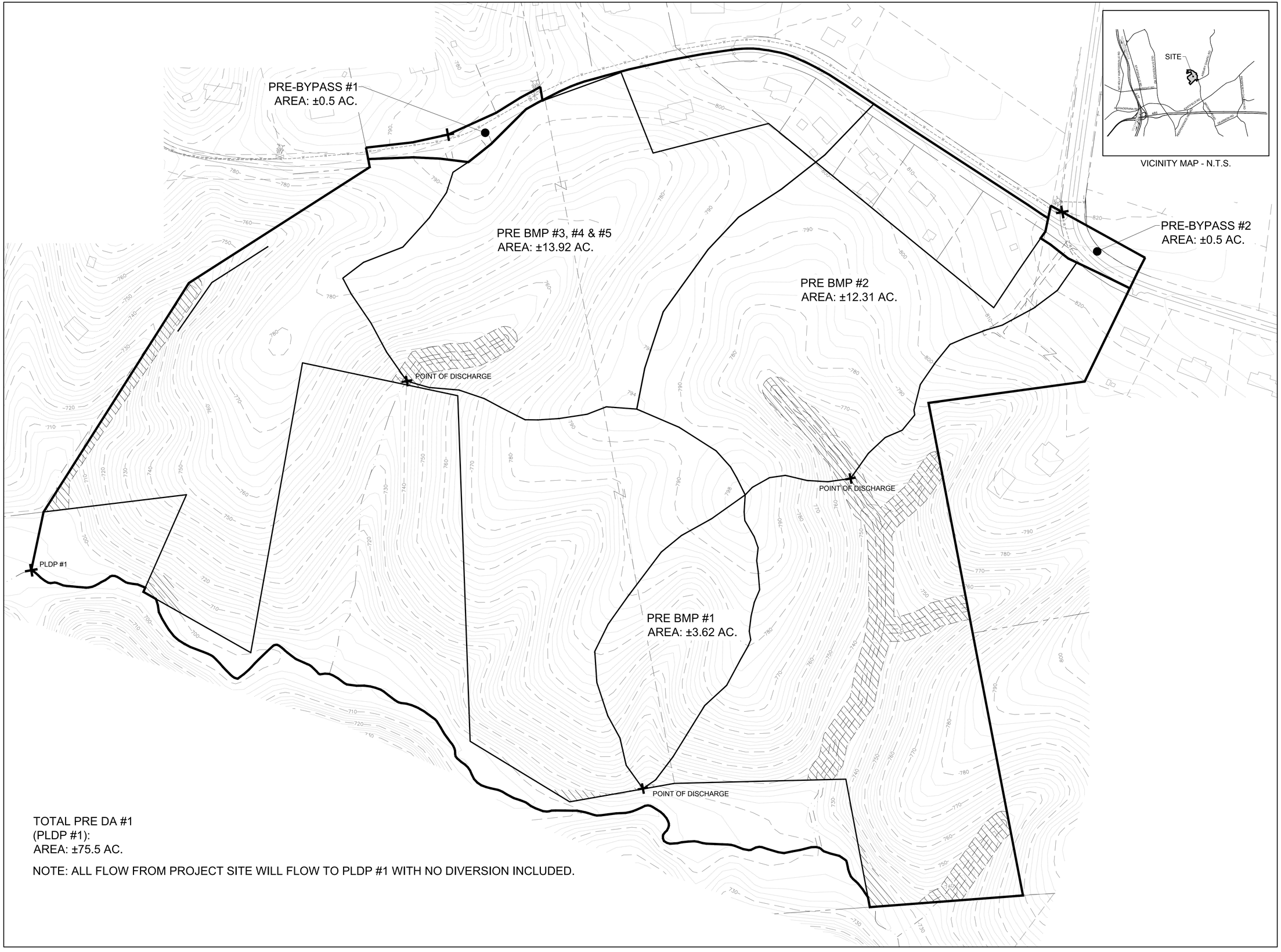
Project:

Trails End Residential Community Sketch Plan

Drawing Title:

Landscape Details & Notes

Project No.: 4300	Drawing No.: LP-2
DWG File Name: 4300 - Landscape	



TOTAL PRE DA #1
(PLDP #1):
AREA: ±75.5 AC.

NOTE: ALL FLOW FROM PROJECT SITE WILL FLOW TO PLDP #1 WITH NO DIVERSION INCLUDED.

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Engineering • Land Surveying • Planning Management

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Corporate Seal: NORTH CAROLINA PROFESSIONAL SEAL C-4168 ENGINEERING & SURVEYING R. JOE HARRIS & ASSOCIATES, INC.

Engineer's Seal: NORTH CAROLINA REGISTERED PROFESSIONAL SEAL 050079 ENGINEER JONATHAN R. MURDOCK

Project Manager	Drawn
D. Timbrell	M. Bonenfant
Department Manager	**Checked**
P. Murphy	D. Timbrell
Print/Plot Date	
April 6th, 2021	
Asbuilt Drawn	**Asbuilt Date**
-	-

Client

Trails End Bowman LLC
13815 CINNABAR PLACE
HUNTERSVILLE, NORTH CAROLINA 28078
P: (704) 609-6112

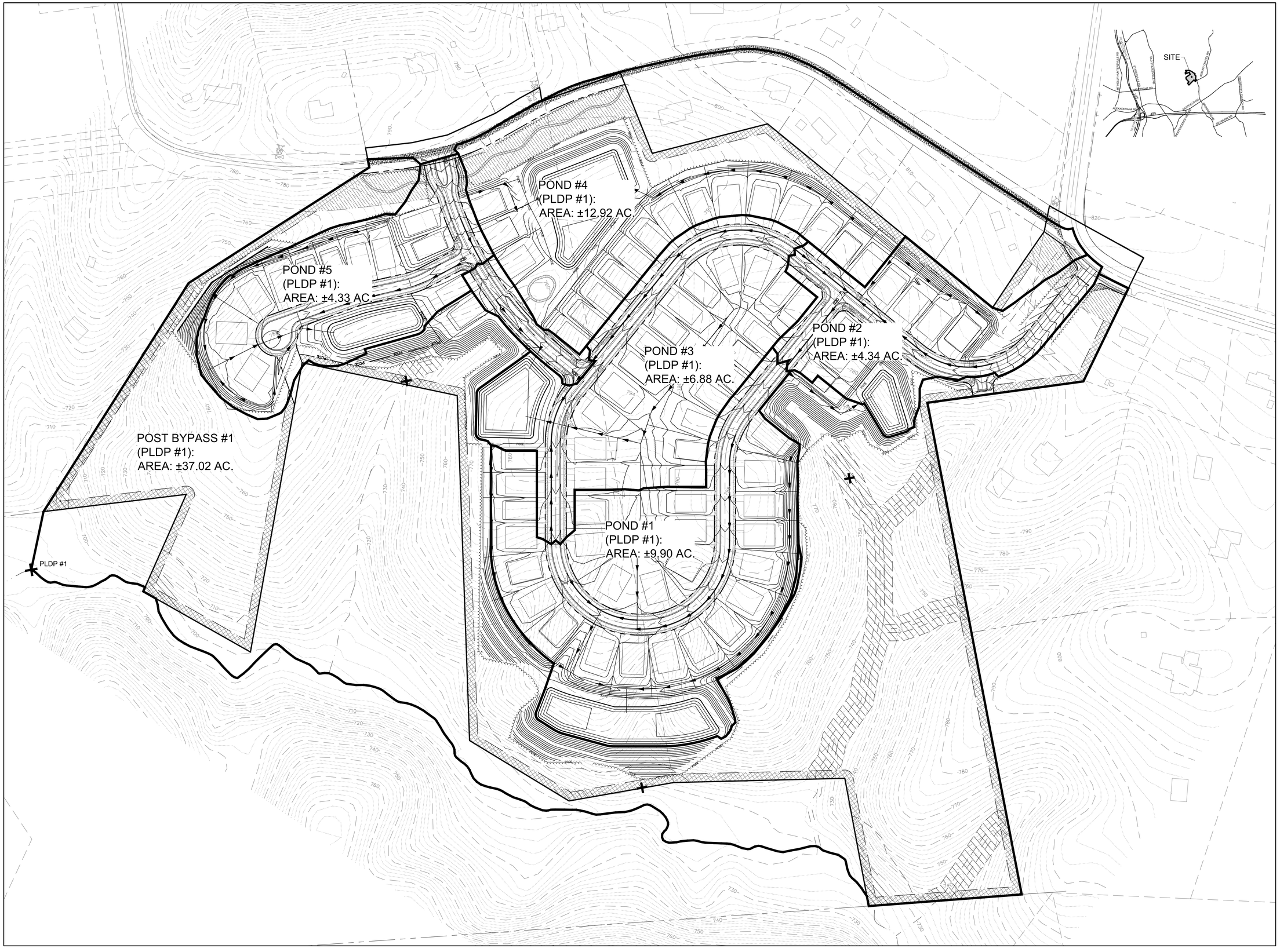
Project:

Trails End Residential Community Sketch Plan

Drawing Title:

Pre-Development Drainage Areas

Project No.	Drawing No.
4300	DA-DA-1
DWG File Name: 4300 - Pre & Post	



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NORTH CAROLINA 811 — North Carolina One-Call Center

811 — Know what's below. Call before you dig.

Engineer:

R. Joe Harris & Associates, Inc.

Engineering • Land Surveying • Planning Management

1186 Stonecrest Blvd., Tega Cay, S.C. 29708 P: (803) 802-1799

www.rjoeharris.com

This drawing shall not be used for construction purposes until the seal and signature of the responsible registrant appears on the drawing, and proper permit forms and related fees are transmitted by the Owner, Owner's Agent or Contractor to the Authority having jurisdiction.

Corporate Seal

NORTH CAROLINA PROFESSIONAL SEAL C-4168 ENGINEERING & SURVEYING R. JOE HARRIS & ASSOCIATES, INC.

Engineer's Seal

NORTH CAROLINA REGISTERED PROFESSIONAL SEAL 050079 ENGINEER JONATHAN R. MURDOCK

Project Manager D. Timbrell	**Drawn** M. Bonenfant
Department Manager P. Murphy	**Checked** D. Timbrell
Print/Plot Date April 6th, 2021	
Asbuilt Drawn -	**Asbuilt Date** -

Client

TRAILS END BOWMAN LLC
13815 CINNABAR PLACE
HUNTERSVILLE, NORTH CAROLINA 28078
P: (704) 609-6112

Project:

Trails End Residential Community Sketch Plan

Drawing Title:

Post-Development Drainage Areas

Project No. 4300	**Drawing No.** DA-2
DWG File Name: 4300 - Pre & Post	

1/14/21 Trails End Neighborhood Meeting

1- Randy Poindexter	11132 Asbury Chapel Rd	704-572-0359	krandyp1@gmail.com
2- Tania Vasquez Soto	11310 Trails End Ln	980-219-3624	11310@trailsendlane.com
3- Candy Gilder	11113 Asbury Chapel Rd	704-451-2370	candygilder@gmail.com
4- Linda Martin	11701 Trails End Ln	704-875-2137	mar444@aol.com
5- Randy and Deborah Hughes	11522 Trails End Ln	704-996-3585	dhughes704@gmail.com
6- Tony Termini	11121 Asbury Chapel Rd	704-650-7770	tt.headhunter@att.net
7- Aaren Boggs	11329 Trails End Ln	704-578-4441	aupton2019@yahoo.com
8- Matt Axsom	11207 Asbury Chapel Rd	310-403-3192	mattaxsom@gmail.com
9- Charles Guignard	11733 Trails End Ln	704-875-1407	
10- Chris Boyd (Planning Board)		336-682-1721	cbpack51@yahoo.com
11- Nick Walsh (Town Commissioner)			
12- Thomas Hogan			
13- Jean Jolly	32 3rd Street Andrews, NC 28901	336-337-9396	Kelsey.jeanjolly@gmail.com
14- Mike Levkvaskey	11600 Trails End Ln	704-948-3870	MikeLevkvaskey@yahoo.com

QUESTIONS

Randy Poindexter

Q- Sliver across the street? Is it owned by NCDOT yet?
A- We will dedicate to NCDOT whatever ROW they need along our property
Q- Lot of traffic on Asbury Chapel…would you consider doing a TIA even without it being required?
A- We will check but it's not required. Don't know what NCDOT requirements are yet.

Linda Martin - Wants us to send a PDF of the site plan

Randy and Deborah Hughes

Q- What is the timing of AC thoroughfare?
A- We have no idea. That is a Town and NCDOT question

Tony Termini

Q- What is the size of lots?
A- Average +/- 60' wide

Aaren Boggs

Q- Where is the entrance?
A- Off of Trails End with 80' buffer

Matt Axsom

Q- What is the water quality / BMP? Is there standing water?
A- They are sand filters and should only hold water for 24-36 hrs after a normal rain.

Charles Guignard-

Q- How does this connect to adjacent properties?
A- Looking at it with the town but creeks and topography are challenging. We currently have 1 stub street to the south of the property.

Mike Levkvaskey

Q- What does the entrance look like? House is across the street and would like for us to have a site visit to look at entrance location

A- 80’ undisturbed buffer and 20’ median on the entry road. We will come out and look at the location.

Linda Martin

Q- What will be the house sales price?

A- Probably start around 350K and go up to mid to upper 400k.

Randy Poindexter

Q- What is the lock box at the emergency entrance?

A- Spec that fire department has for emergency access

Tony Termini

Q- How many phases?

A- Probably 2 phases

Linda Martin

Q- What is the projected start date?

A- Dec 2021-Jan 2022

Randy Poindexter

Q- Will there be a public hearing?

A- No because it's not a rezoning only sketch plan approval

LOWRYS ENVIRONMENTAL &
ECOLOGICAL SERVICES, LLC
1823 Quinn Road
Chester, South Carolina 29706
Phone 803-992-0910

January 24, 2021

Mr. Brandon Pridemore
R. Joe Harris & Associates, Inc.
1186 Stonecrest Boulevard
Tega Cay, South Carolina 29708

RE: Trails End Road Site
Federal Threatened and Endangered Species Evaluation
Huntersville, Mecklenburg County, North Carolina

Dear Mr. Pridemore:

Lowrys Environmental & Ecological Services, LLC (LEES), has conducted an investigation for the potential of both federal and state threatened and endangered species or their associated habitats within an approximate 58-acre tract located along and adjacent to Trails End Road, approximately 0.6 miles north of its intersection with Asbury Chapel Road in the City of Huntersville, Mecklenburg County, North Carolina.

LEES will request that the US Fish and Wildlife Services (USFWS) provide us with a letter of concurrence or recommendations for advancing this project as it relates to Section 7 of the Endangered Species Act and SC Code of Laws § 50-15-10 to 90.

Federal and State Threatened and Endangered Species Evaluation

The USFWS list indicates 7 species with a range that extends into Mecklenburg County. Those 7 species include: Bald eagle (*Haliaeetus leucocephalus*), Northern long-eared bat (*Myotis septentrionalis*), Carolina heelsplitter (*Lasmigona decorata*), Rusty-patched bumble bee (*Bombus affinis*), Michaux's sumac (*Rhus michauxii*), Schweinitz's sunflower (*Helianthus schweinitzii*), and Smooth coneflower (*Echinacea laevigata*). LEES evaluated the project study area for potential habitat for these federally listed Threatened (T) or Endangered (E) species known to occur in Mecklenburg County, during September-October, 2020. Habitat evaluations consisted of pedestrian transects across the project site. Within specific areas of potential habitat, for certain species, surveys were completed by walking the rights of way and reviewing the areas for individual specimens of the target species. Specifically, power and road rights of way were surveyed for Schweinitz's sunflower and smooth coneflower.

Bald eagle (BGEPA) typically nests in tall, living trees in a conspicuous location near water and forage over large bodies of water with adjacent trees available for perching. The project study area is not located near any large bodies of water, which would provide feeding habitat for bald eagle**.**

NCNHP records review indicates no documented occurrences within a one-mile radius of the project study area. Potential habitat for this species does not exist within the project study area.
Biological Conclusion: No effect

Northern long-eared bat (T) is a medium-sized bat about 3 to 3.7 inches in length but with a wingspan of 9 to 10 inches. The northern long-eared bat is found across much of the eastern and north central United States and all Canadian provinces from the Atlantic coast west to the southern Northwest Territories and eastern British Columbia. During summer, northern long-eared bats roost singly or in colonies underneath bark, in cavities, or in crevices of both live and dead trees. Males and non-reproductive females may also roost in cooler places, like caves and mines. This bat seems opportunistic in selecting roosts, using tree species based on suitability to retain bark or provide cavities or crevices. Northern long-eared bats spend winter hibernating in caves and mines. They typically use large caves or mines with large passages and entrances; constant temperatures; and high humidity with no air currents.

NCNHP records review indicates no documented occurrences within a one-mile radius of the project study area. Low quality potential habitat for this species may exist within the project study area. No known hibernacula or maternity roost trees are known to exist on or near the property.
B**iological Conclusion: No Effect**

Carolina heelsplitter (E) tends to inhabit shaded areas in large rivers to small streams and is often burrowed into clay banks between the root systems of trees, or in runs along steep banks with moderate current. The more recent habitat where the Carolina heelsplitter has been found is in sections of streams containing bedrock with perpendicular crevices filled with sand and gravel, and with wide riparian buffers.

The project study area does contain small to medium sized streams (all are, or flow to an un-named tributary to Cane Creek) that may provide marginal habitat for Carolina heelsplitter. NCNHP records review indicates no documented occurrences within a one-mile radius of the project study area.
Biological Conclusion: No effect

Rusty-Patched Bumble Bee (E) are generally known to inhabit grasslands and tall grass prairies. They need areas that provide nectar and pollen along with nesting and overwintering sites to continue their annual life cycle.

The project area is mainly forested with road and powerline rights of way being the only non-forested habitats present on site. NCNHP records review indicates no documented occurrences within a one-mile radius of the project study area. In fact, the element occurrence described in Mecklenburg County is a historic record.
Biological Conclusion: No effect

Michaux's sumac (E), endemic to the inner Coastal Plain and lower Piedmont, grows in sandy or rocky, open, upland woods on acidic or circumneutral, well-drained sands or sandy loam soils with low cation exchange capacities. The species is also found on sandy or submesic loamy swales and depressions in the fall line Sandhills region as well as in openings along the rim of Carolina bays; maintained railroad, roadside, power line, and utility rights-of-way; areas where forest canopies have

been opened up by blow-downs and/or storm damage; small wildlife food plots; abandoned building sites; under sparse to moderately dense pine or pine/hardwood canopies; and in and along edges of other artificially maintained clearings undergoing natural succession.

Based on the surveys conducted across the subject property, habitat potential would be considered low across the site. These surveys did not reveal any occurrences of Michaux's sumac. Additionally, the NCNHP records indicate no documented occurrences of this species within 1.0 mile of the project site. Therefore, the proposed project is not anticipated to affect this species or its critical habitat. **Biological Conclusion: No effect**

Schweinitz' sunflower (E) tends to grow in soils that are thin, and generally occur on upland interstream flats or gentle slopes, on soils that are clayey in texture, and, when weathered from metasedimentary rocks, often contain large quantities of slaty rock fragments. This species also inhabits generally open areas, with abundant sunlight and little competition from other vegetation.

Marginal habitat for this species is present in the open areas along the Trails End Road right of way and also within the small powerline right of way that bisects the property. The areas along Trails End Road and the small powerline right of way were surveyed on October 6-7, 2020. The open areas along Trails End Road are primarily maintained yards. The small power line right of way also does not offer much habitat as the right of way has not been maintained. During the systematic survey of these areas, no individuals of Schweinitz' sunflower were observed. NCNHT records review indicates that there is a thriving population on the opposite side of the road from the project site, along Trails End Road (Figure 2). This population was reviewed by Mecklenburg County Parks and Recreation Staff who counted 157 stems during their September 10, 2019 survey (NCNHDE Ver. 1.13 (2021)). Prior to initiating our survey, this population was reviewed to observe flowering conditions. However, stem counts were not collected. Anecdotally, there were greater than 75 stems present. The project, as proposed, should have no direct effect on this population.
Biological Conclusion: May effect, not likely to adversely affect

Smooth coneflower (E) habitat generally consists of mainly open woods, cedar barrens, roadsides, clearcuts, dry limestone bluffs, and power line rights-of-say. Smooth coneflower is usually found on magnesium and calcium rich soils associated with anphibolite, dolomite, limestone, gabbro, diabase, and marble. Smooth coneflower is usually thought of as a "piedmont prairie" species.

Based on the surveys conducted across the subject property, habitat potential would be considered marginal within the small power line right of way and along the Trails End Road right of way and low across the rest of the site. These surveys did not reveal any occurrences of smooth coneflower. Additionally, the NCNHP records indicate no documented occurrences of this species within 1.0 mile of the project site. Therefore, the proposed project is not anticipated to affect this species or its critical habitat. **Biological Conclusion: No effect**

Summary

Habitat potential for bald eagle, northern long-eared bat, Carolina heelsplitter, rusty-patched bumble

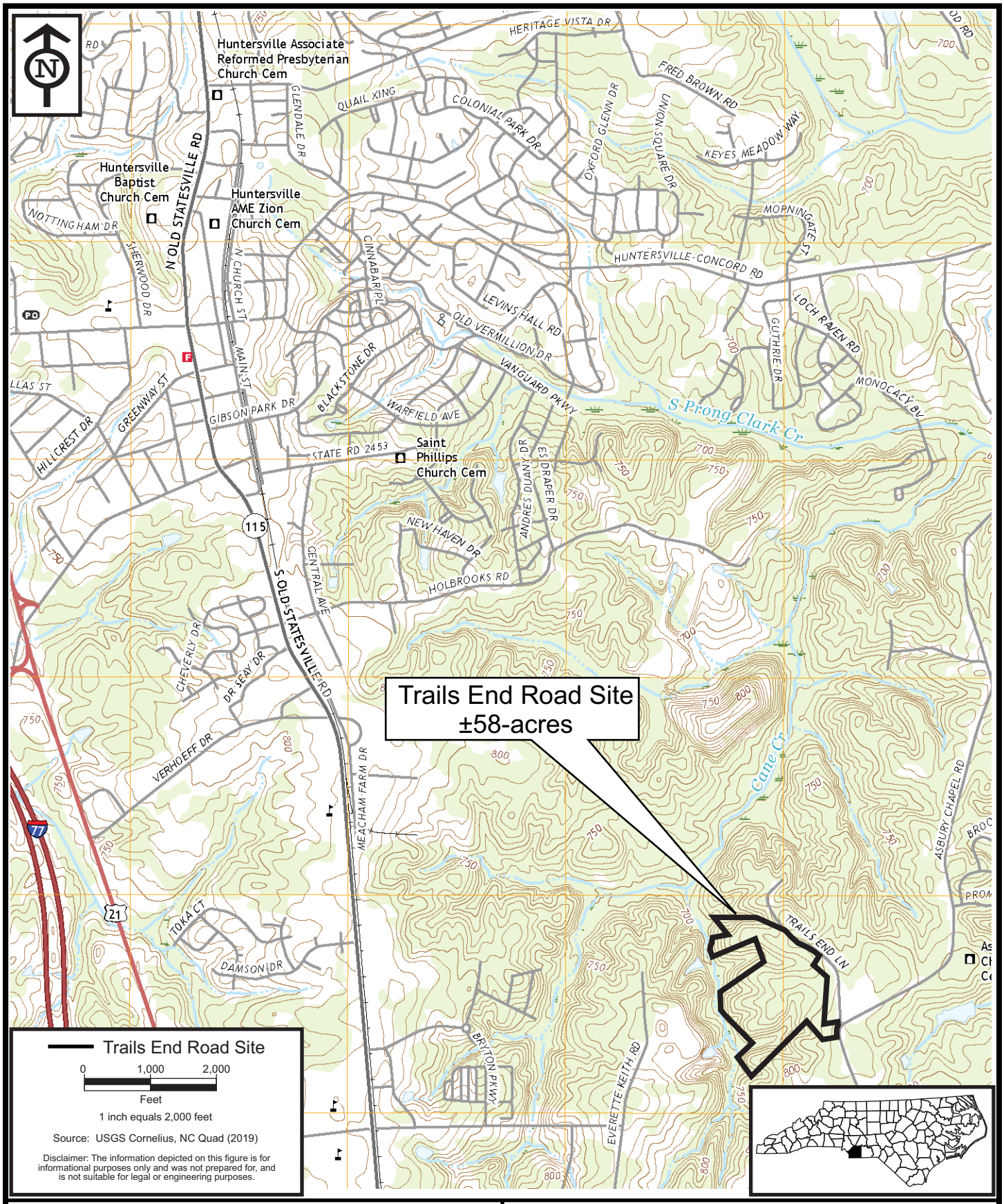
bee, and Michaux's sumac would be considered low as the site does not offer quality habitat for any of these species. Marginal habitat potential does exist on site for both Schweinitz's sunflower and smooth coneflower. However, the areas that offer marginal habitat were surveyed and no individuals of either species were identified. LEES would not recommend additional survey work for any of the species listed for Mecklenburg County. However, the final determination for additional work will be made by the US Army Corps of Engineers, in consultation with the US Fish and Wildlife Service, should a federal permit be required to complete the project.

Lowrys Environmental & Ecological Services, LLC, appreciates the opportunity to provide you with this report and we look forward to your review of the information in the near future. Should you have any questions or comments, or need any additional information, please feel free to contact me at (803) 992-0910 or at ppetitgout@gmail.com.

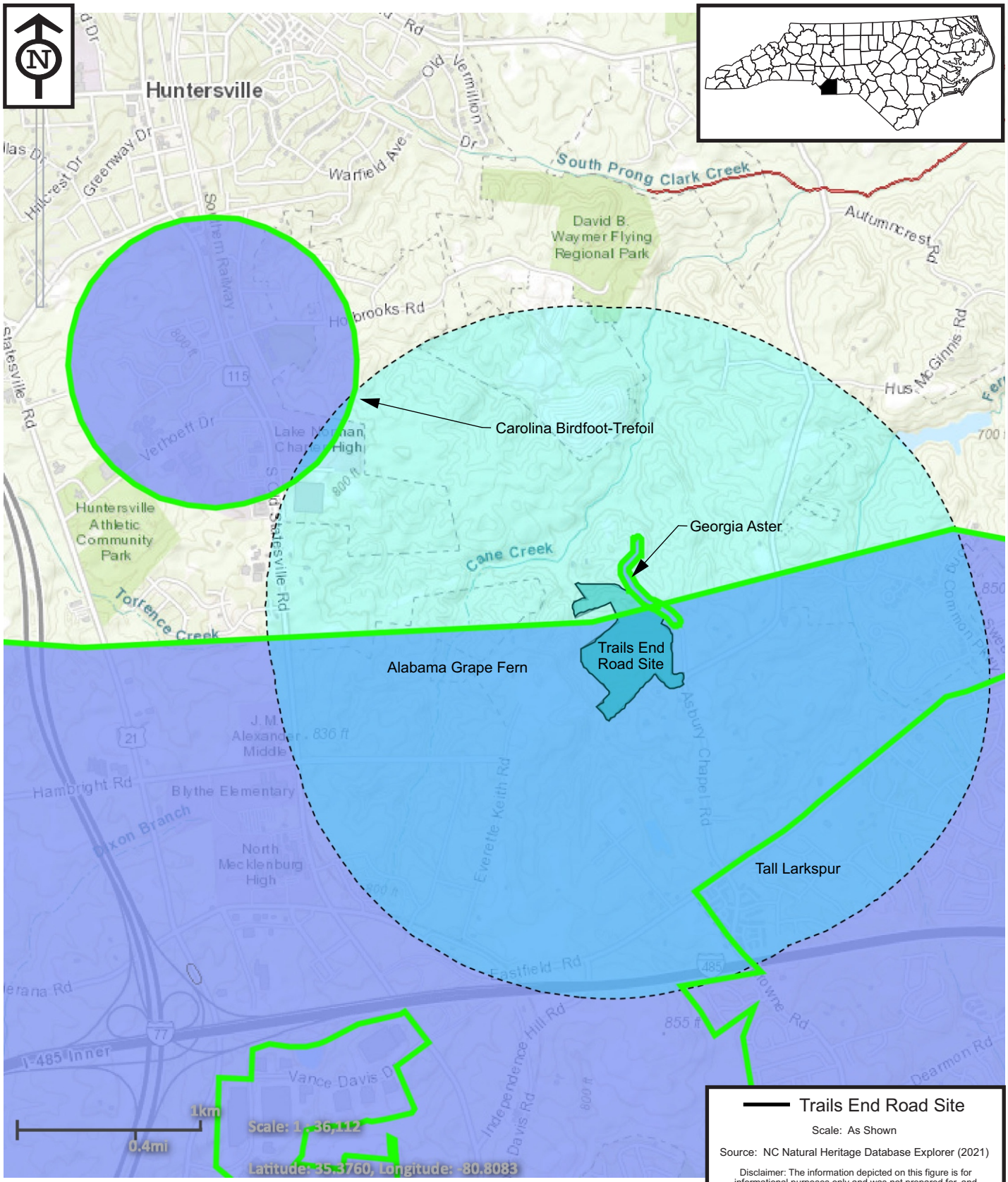
Sincerely,

Lowrys Environmental & Ecological Services, LLC

S. Paul Petitgout
President/Managing Member



Trails End Road Site Huntersville, Mecklenburg County, North Carolina USGS 1:24,000 Topographic Map			Lowrys Environmental & Ecological Services, LLC 1823 Quinn Road Chester, South Carolina 29706 803-992-0910
Drawn By: SPP	Date: 1-24-21	Rev.	
Project Mgr. SPP	Scale: As Shown	Figure: 1	



Note: Schweinitz's sunflower does occur within the 1-mile radius, but is not known from the subject property. The exact location of this population is not shown in oder to protect the species.

Trails End Road Site Huntersville, Mecklenburg County, North Carolina NCNHDE Map			Lowrys Environmental & Ecological Services, LLC 1823 Quinn Road Chester, South Carolina 29706 803-992-0910
Drawn By: SPP	Date: 1-24-21	Rev.	
Project Mgr. SPP	Scale: As Shown	Figure: 2	

March 15, 2021

Trails End Bowman, LLC
13815 Cinnabar Place
Huntersville, NC 28078

Re: Adequate Public Facilities (APF) Application – Trail End (File #2021-03)

To Whom It May Concern:

The Town has completed its review of the above referenced APF Application and deemed it to be complete, per Article 13.6.3 of the Zoning Ordinance. Based upon your request for an allocation of capital facilities for the above-referenced development proposal, consisting of up to 80 Single Family Homes. I am issuing a "Determination of Adequacy (DOA)" for the following public facilities:

- Fire Vehicles
- Fire Facilities
- Police Facilities
- Police Vehicles
- Parks & Recreation Facilities

Please be advised that this DOA is valid for one (1) year, or until March 15, 2022, by which date this development proposal must have achieved vesting, per Section 2.2 of the Zoning Ordinance.

Please feel free to contact me with any questions @ brichards@huntersville.org or by phone: (704) 766-2218.

Sincerely,

Brian Richards

Brian Richards
Assistant Planning Director

Cc: Jack Simoneau, AICP, Planning Director
Anthony Roberts, Town Manager
Emily Sloop, Town Attorney
Sierra Saumenig AICP Candidate, Senior Planner

Planning Services
4421 Stuart Andrew Blvd.
Charlotte, NC 28217
Phone: 980-343-6246
Email: planning@cms.k12.nc.us

Town of Huntersville: Trails End Sketch Plan

IMPACT OF THE PROPOSED DEVELOPMENT

Proposed Housing Units: 81 single family detached dwellings under Residential (R) zoning.

CMS Planning Area: North

Average Student Yield per Unit: 0.5118

This development may add 41 students to the schools in this area.

The following data is as of 20th Day of the 2020-21 school year.

Schools Affected	*Total Classroom Teachers*	*Building Classrooms/ Teacher Stations*	*20th Day, Enrollment (non-ec)*	*Building Classroom/ Adjusted Capacity (Without Mobiles)*	*20th Day, Building Utilization (Without Mobiles)*	*Additional Students As a result of this development*	*Utilization As of result of this development (Without Mobiles)*
LEGETTE BLYTHE ELEMENTARY	53	50	871	822	106%	16	**108%**
JM ALEXANDER MIDDLE	48	54	938	1055	89%	10	**89%**
NORTH MECKLENBURG HIGH	116.5	108	2146	1989	108%	15	**109%**

The total estimated capital cost of providing the additional school capacity for this new development is $1,204,000; calculated as follows:

Elementary School: **16** x $34,000 = $544,000

High School: **15** x $44,000 = $660,000

RECOMMENDATION

Adequacy of existing school capacity is a significant problem. We are particularly concerned about a case where school utilization exceeds 100% since the proposed development may exacerbate the situation. Approval of this petition may increase overcrowding and/or reliance upon mobile classrooms at the schools listed above.

United States Department of the Interior

FISH AND WILDLIFE SERVICE
Asheville Field Office
160 Zillicoa Street
Asheville, North Carolina 28801

March 19, 2021

Paul Petitgout
Lowry's Environmental & Ecological Services
1823 Quinn Road
Chester, South Carolina 29706

Dear Paul Petitgout:

Subject: Trails End Undisclosed Development; Mecklenburg County, North Carolina

The U.S. Fish and Wildlife Service (Service) reviewed the information provided in your correspondence dated March 9, 2021, wherein you solicit our comments regarding project-mediated impacts to federally protected species. We submit the following comments in accordance with the provisions of the Fish and Wildlife Coordination Act, as amended (16 U.S.C. 661-667e); the National Environmental Policy Act (42 U.S.C. §4321 *et seq*.); and section 7 of the Endangered Species Act of 1973, as amended (16 U.S.C. 1531-1543) (Act).

Project Description

According to the information provided, the proposed project would entail the construction of an undisclosed development on approximately 58 forested acres in Huntersville, North Carolina. A project description, design plan, and proposed impact avoidance/minimization measures have not been provided at this time. However, the Applicant anticipates that the project will require authorization from the U.S. Army Corps of Engineers for unavoidable impacts to Waters of the United States.

Federally Listed Endangered and Threatened Species

According to Service records, suitable summer roosting habitat may be present in the project area for the federally threatened northern long-eared bat (*Myotis septentrionalis*). However, the final 4(d) rule (effective as of February 16, 2016), exempts incidental take of northern long-eared bat associated with activities that occur greater than 0.25 miles from a known hibernation site, and greater than 150 feet from a known, occupied maternity roost during the pup season (June 1 – July 31). Based on the information provided, the project (which may or may not require tree clearing) would occur at a location where any incidental take that may result from associated activities is exempt under the 4(d) rule.

Your evaluation indicates that suitable habitat is present within the action area for the federally endangered Schweinitz's sunflower (*Helianthus schweinitzii*), Michaux's sumac (*Rhus michauxii*), and smooth coneflower (*Echinacea laevigata*). However, targeted botanical surveys of these habitats conducted during the appropriate survey windows did not detected evidence for these species. Based on the presence of suitable habitat within the action area and negative

survey results, we would concur with a *may affect, not likely to adversely affect* determination from the appropriate federal action agency for these species.

Based on the information provided, suitable habitat does not occur onsite for any other federally protected species and we require no further action at this time. The following comments assume that the project action area (pursuant to 50CFR 402.02) are limited to the project boundary map provided in your March 9, 2021 correspondence. Please be aware that obligations under section 7 of the Endangered Species Act must be reconsidered if: (1) new information reveals impacts of this identified action that may affect listed species or critical habitat in a manner not previously considered, (2) this action is subsequently modified in a manner that was not considered in this review, or (3) a new species is listed or critical habitat is determined that may be affected by the identified action.

We offer the following general recommendations on behalf of natural resources:

Erosion and Sediment Control

Measures to control sediment and erosion should be installed before any ground-disturbing activities occur. Disturbed areas should be revegetated with native grass and tree species as soon as the project is completed. Ground disturbance should be limited to what will be stabilized quickly, preferably by the end of the workday. **Natural fiber matting (coir) should be used for erosion control as synthetic netting can trap animals and persist in the environment beyond its intended purpose.**

A complete design manual, which provides extensive details and procedures for developing site-specific plans to control erosion and sediment and is consistent with the requirements of the North Carolina Sedimentation and Pollution Control Act and Administrative Rules, is available at: *http://portal.ncdenr.org/web/lr/publications*

Stream Buffers

Natural, forested riparian buffers are critical to the health of aquatic ecosystems. They accomplish the following:

1. catch and filter runoff, thereby helping to prevent nonpoint-source pollutants from reaching streams;
2. enhance the in-stream processing of both point- and nonpoint-source pollutants;
3. act as "sponges" by absorbing runoff (which reduces the severity of floods) and by allowing runoff to infiltrate and recharge groundwater levels (which maintains stream flows during dry periods);
4. catch and help prevent excess woody debris from entering the stream and creating logjams;
5. stabilize stream banks and maintain natural channel morphology;
6. provide coarse woody debris for habitat structure and most of the dissolved organic carbon and other nutrients necessary for the aquatic food web; and
7. maintain air and water temperatures around the stream.

Forested riparian buffers (a minimum 50 feet wide along intermittent streams and 100 feet wide along perennial streams [or the full extent of the 100-year floodplain, whichever is greater])

should be created and/or maintained along all aquatic areas. Within the watersheds of streams supporting endangered aquatic species, we recommend undisturbed, forested buffers that are naturally vegetated with trees, shrubs, and herbaceous vegetation and extend a minimum of 200 feet from the banks of all perennial streams and a minimum of 100 feet from the banks of all intermittent streams, or the full extent of the 100-year floodplain, whichever is greater.) Impervious surfaces, ditches, pipes, roads, utility lines (sewer, water, gas, transmission, etc.), and other infrastructures that require maintained, cleared rights-of-way and/or compromise the functions and values of the forested buffers should not occur within these riparian areas.

Floodplains

Executive Order 11988 requires federal agencies (and their designated nonfederal representatives) to consider and protect floodplain functions. We believe the examples of flooding in this area of North Carolina highlight the importance of avoiding the long- and short-term impacts associated with the occupancy and modification of floodplains and that we should avoid any direct or indirect support of floodplain development. Therefore, we do not believe the subject project should be built in the 100-year floodplain or in any way result in the alteration of the 100-year floodplain.

The Service appreciates the opportunity to provide these comments. Please contact Mr. Byron Hamstead of our staff at byron_hamstead@fws.gov, if you have any questions. In any future correspondence concerning this project, please reference our Log Number 4-2-21-159.

Sincerely,

- - original signed - -

Janet Mizzi
Field Supervisor

Town of Huntersville
Town Board
April 19, 2021

To: Town Board

From: Stephen Trott, Director

Date: April 19, 2021

Subject: Consider decision on request by Palillo Holdings, LLC for the Statesville Road Mixed Use Rezoning #R20-04 regarding phasing of TIA related improvements. *(Stephen Trott)*

EXPLAIN REQUEST:
Request by Palillo Holdings, LLC for the Statesville Mixed Use Rezoning R20-04 regarding phasing of TIA related improvements

ACTION RECOMMENDED:
Approval

FINANCIAL IMPLICATIONS:
None

ATTACHMENTS:
1. TIA Phasing Request

The Applicant, Palillo Holdings, LLC, for the approved Statesville Mixed Use rezoning (#R20-04) is requesting to modify TIA mitigation for a phased delivery of the committed TIA improvements. Additionally, the Applicant is requesting the use of surplus capacity created under phase 1 improvements at one intersection to be applied to a deficiency created in phase 1 at another impacted intersection.

Article 14.4.2 of the Zoning Ordinance states the following regarding mitigation:

"A modification to the required mitigation, which may be considered by the Town Board as meeting the intent of the Ordinance, is where proposed mitigation at an impacted intersection provides measurable and beneficial surplus capacity (above and beyond that required to meet the minimum requirements) such that the surplus capacity may be counted toward credit in the mitigation of other impacted intersections."

The applicant is not requesting a modification to the list of improvements committed as part of the overall development. The applicant is proposing to phase the development (two total phases) and is requesting the use of surplus capacity for phase 1 improvements.

More specifically, the surplus capacity for improvements at the intersection of Statesville Road at Hambright Road (eastbound and westbound right-turn lanes on Hambright Road) would be used to offset a deficiency at the intersection of Statesville Road at Hunstad Boulevard beyond the northbound left and southbound right-turn lane to be constructed on Statesville Road for phase 1. A surplus capacity in phase 1 of 14.1 percent ICU with the addition of the right-turn lanes on Hambright at Statesville Road would be utilized to offset the 1.8 percent ICU deficiency created beyond the northbound left and southbound right-turn lane to be constructed on Statesville Road at Hunstad Boulevard.

Phase 1 of the development would include up to the following uses and intensities (or equivalent development based on the previously approved rezoning plan):

- 300 multifamily dwelling units
- A 120-room hotel
- 52,445 square feet of office/flex space
- A 4,500 fast food restaurant with drive thru

Phase 2 of the development would add the following to phase 1 (or equivalent development based on the previously approved rezoning plan):

- 5,500 square foot convenience store with gas station

The following is a list of improvements to be delivered under phase 1 of the development:

Statesville Road at Hambright Road

- Eastbound right-turn lane on Hambright Road with 225 feet of storage (turn lane to extend back to Access A)
- Westbound right-turn lane on Hambright Road with 100 feet of storage

Hambright Road at Access A

- Eastbound right-turn lane with 100 feet of storage

Statesville Road at Access C

- Southbound right-turn lane on Statesville Road with 100 feet of storage
- Northbound left-turn lane on Statesville Road with 150 feet of storage
- Median on Statesville Road prohibiting left turn out from Access C

Statesville Road at Hunstad Blvd/Access D

- Southbound right-turn lane on Statesville Road with 100 feet of storage
- Northbound left-turn lane on Statesville Road with 200 feet of storage
- Restripe the westbound Hunstad Blvd approach to include an exclusive left-turn lane and a shared through/right-turn lane
- Construct the eastbound Access D approach to include an exclusive westbound left-turn lane and a shared through/right-turn lane

The list of improvements committed for phase 2 (full build-out) would remain unchanged from the approved rezoning plan.

The table on the subsequent page lists the intersections evaluated as part of the TIA and the ICU percentage impact for reference.

Intersection	AM Peak Hour								
	2023 No-Build		2023 Build Phase 1			2023 Build Phase 1 with Improvements			
	ICU LOS	ICU %	ICU LOS	ICU %	ICU % Difference	ICU LOS	ICU %	ICU % Difference	Surplus ICU %
Statesville Road and Statesville Road On/Off Ramp	C	71.7	D	73.4	1.7	D	73.4	1.7	-
Mt. Holly-Huntersville Road and Statesville Road On/Off Ramp	E	88.3	E	89.2	0.9	E	89.2	0.9	-
Statesville Road and Mt. Holly-Huntersville Road Off Ramp	E	84.2	E	86.2	2.0	E	86.2	2.0	-
Mt. Holly-Huntersville Road and Mt. Holly-Huntersville Road Off Ramp	B	56.7	B	56.7	0.0	B	56.7	0.0	-
Statesville Road and Verhoeff Road	D	81.4	E	83.1	1.7	E	83.1	1.7	-
Statesville Road and Hambright Road	H	132.0	H	137.8	5.8	H	120.9	-11.1	14.1
Statesville Road and Hunstad Blvd / Access D	D	75.9	E	85.2	9.3	E	83.8	9.3	-1.8
Statesville Road and Alexandriana Road	H	109.1	H	110.9	1.8	H	110.9	1.8	-
Hambright Road and Mt. Holly-Huntersville Road	H	114.0	H	115.9	1.9	H	115.9	1.9	-
Hambright Road and I-77 Toll Lane	B	62.2	C	64.2	2.0	C	64.2	2.0	-
Total Surplus ICU%									12.3

Town of Huntersville
Town Board
April 19, 2021

To: Town Board

From: Gabriela Gresely-Zaravelis

Date: April 19, 2021

Subject: Consider approving revisions to the Rules of Procedure for the Town Board. *(Emily Sloop)*

EXPLAIN REQUEST:

ACTION RECOMMENDED:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Town Board ROP April 2021

TOWN OF HUNTERSVILLE BOARD OF COMMISSIONERS
RULES OF PROCEDURE

These rules apply to all meetings of the Board of Commissioners for the Town of Huntersville. For purposes of these rules, a meeting of the Board occurs whenever a majority of the Board's members gather, whether in person or simultaneously by electronic means, to conduct hearings, deliberate, vote, or otherwise transact public business within the Board's real or apparent jurisdiction. The term "majority" as used here and elsewhere in these rules means, unless otherwise specified, a simple majority, that is, more than half.

Rule 1. Regular Meetings

(A) Regular Meeting Schedule. Unless otherwise determined by the Board, the Board shall hold a regular meeting on the first and third Monday of each month, except that if a regular meeting day is a legal holiday, the meeting shall be held on the next business day. The meeting shall be held at Town Hall and shall begin at 6:00 p.m. Annually, the Board shall adopt a schedule of regular meetings. A copy of the Board's regular meeting schedule shall be filed with the Town Clerk and posted on the Town's website.

(B) Changes to Regular Meeting Schedule. Notwithstanding paragraph (A) of this rule, the Board may amend its regular meeting schedule to add or delete meetings or to change the date, time, or location of one or more meetings on the schedule. The amended schedule shall be filed with the Town Clerk and posted on the city's website at least seven (7) calendar days before the day of the first meeting held pursuant to the revised schedule.

(C) Pre-meetings. At any regular meeting of the Board, the Board may hold a pre-meeting before the regular meeting. Such pre-meeting shall be advertised as a special meeting.

Rule 2. Special, Emergency, Recessed (or Adjourned) Meetings, and Electronic Meetings in a Declared State of Emergency.

(A) Special Meetings. The mayor, the mayor pro tempore, or any two members of the Board may at any time call a special Board meeting by signing a written notice stating the time and place of the meeting and the subjects to be considered. A special meeting may also be called or scheduled by vote of the Board in open session during another duly called meeting by motion or resolution specifying its time, place and purpose At least forty-eight hours before a special meeting, written notice of the meeting, stating its time and place and the subjects to be considered shall be (1) emailed or otherwise delivered to the mayor and each Board member or left at his or her usual dwelling place; (2) posted on the Board's principal bulletin board, or if none, at the door of the Board's usual meeting room (Note: if Town Hall will be closed for a period of 48 continuous hours prior to the meeting, the notice must also be posted on the exterior doors at the front entrance to Town Hall); and (3) emailed, mailed or delivered to each newspaper, wire service, radio station, television station, and person who has filed a written request for notice with the Town Clerk. The notice shall also be posted on the

Approved 11-18-02, Amended 4-3-2020
Amended 03-16-09

Town's website prior to the start time of the special meeting, preferably 48 hours in advance. Only those items of business specified in the notice may be transacted at a special meeting called in this manner, unless all members are present or have signed a written waiver of notice. Even in such a case, the Board shall only discuss or transact items of business not specified in the notice if it determines in good faith at the meeting that it is essential to discuss or act on the item immediately.

(B) Emergency Meetings. Emergency meetings of the Town Board may be called only because of generally unexpected circumstances that require immediate consideration by the Board. Only business connected with the emergency may be considered at an emergency meeting. One of the following two procedures must be followed to call an emergency meeting of the Board.

1. The mayor, the mayor pro tempore, or any two members of the Board may at any time call an emergency Board meeting by signing a written notice stating the time and place of the meeting and the subjects to be considered. The notice shall be emailed or otherwise delivered to the mayor and each Board member or left at his or her usual dwelling place prior to the start time of the special meeting, preferably at least six hours in advance.

2. An emergency meeting may be held at any time when the mayor and all members of the Board are present and consent thereto, or when those not present have signed a written waiver of notice, but only in either case if the Board complies with the notice provisions of the next paragraph.

Notice of an emergency meeting under (1) or (2) shall be given to each local newspaper, local wire service, local radio station, and local television station that has filed a written emergency meeting notice request, which includes the newspaper's, wire service's, or station's telephone number, with the Town Clerk. This notice shall be given either by email, telephone or by the same method used to notify the mayor and the Board members and shall be given immediately after the Board members are notified.

(C) Recessed (or Adjourned) Meetings. A properly called regular, special, or emergency meeting may be recessed (or adjourned) to a time and place certain by a procedural motion made and adopted as provided in Rule 18, Motion 2, in open session during the regular, special, or emergency meeting. The motion shall state the time and place when the meeting will reconvene. No further notice need be given of a recessed (or adjourned) session of a properly called regular, special, or emergency meeting, except that notice of the recessed or adjourned meeting must be posted on the Town's website prior to the start time of the recessed or adjourned meeting, preferably 48 hours in advance.

(D) Electronic Meetings. [1] When a State of Emergency has been declared in accordance withthat is N.C.G.S. § 166A-19.20 that is applicable within the Town limits, the Board of Commissioners, and any Town board, committee, or commission, may hold a regular, special or emergency meeting as a remote, electronic meeting using technology such as Zoom, Ring Central, or another virtual or teleconferencing platform. provided that one or both of the following conditions are met:

1. Meeting in person would pose a threat to health and safety of the Board (or advisory board/committee), Town staff and the general public who might otherwise attend the meeting in person; or

2. Restrictions or prohibitions implemented in conjunction with the declaration of the State of Emergency make it impractical or not feasible to hold an in-person meeting of the Board.

Any electronic meeting held under this rule must comply with the requirements of N.C.G.S. § 166A-19.24provide, at a minimum, "conditions of opportunity for simultaneous aural communication among all participating Board members equivalent to those of meetings held in one room or area. Under such conditions, an electronic meeting shall be treated as though it were a meeting at which all of the Board members who are participating simultaneously communicating are physically actually present."[2] Electronic participation by a member shall be deemed to be physical presence at the meeting for all purposes under these rules.

The Town Clerk shall act as the electronic host of the meeting, and shall be responsible for monitoring which members are connected (present) during the meeting. A member of the public body participating by simultaneous communication under this section shall be counted as present for quorum purposes only during the period while simultaneous communication is maintained for that member.[3] Provided that a quorum is participating and connected to the meeting when the meeting is called to order, if one or more participating members is unintentionally disconnected and reconnection cannot be established within a reasonable time, this shall not defeat the presence of a quorum. For so long as the member is disconnected, the Votes of each member made during a remote meeting under this section shall not be counted as if the member were "physically present" only during the period while simultaneous communication is maintained for that member.[4] for the purposes of counting votes. Notwithstanding the foregoing, Aany member participating remotely may make a motion to adjourn the electronic meeting if one or more members become unintentionally disconnected from the electronic meeting and reconnection cannot be re-established within a reasonable time.

Commented [ES1]: The remote hearing statute (166A-19.24) was enacted after the adoption of these rules in April 2020. Suggest conforming the Rules of Procedure to this statute, which has specific requirements, rather than leaving the catcall previously stated.

Commented [ES2]: These conditions are not included in the remote hearing statute that applies during a state of emergency, 166A-19.24.

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[1] This rule is not to be confused with Rule 34, Remote Participation in Meetings. The electronic meetings permitted by this rule are only applicable during a declared State of Emergency. Rule 34 is applicable in all other circumstances.

[2] RONR (11th ed.), p. 97, ll. 24-30N.C.G.S § 166A-19.24(c)-(d).

[3] N.C.G.S § 166A-19.24(c).

[4] N.C.G.S. § 166A-19.24(d).

When stating a motion or second, a Board member shall identify themselves for the record before stating such motion or second. Vote shall be by roll-call vote in alphabetical order by last names.

In addition to complying with the normal meeting notice requirements of the North Carolina Open Meetings Law, the Town shall give as much advanced notice to the Board members, the media and the public of the fact that a regular, special or emergency meeting will be an electronic meeting as is reasonable under the circumstances. Any electronic meeting must allow , ~~at a minimum,~~ the ability to listen to the meeting's live audio, and video, if any, by all members of the Board, the media, and the public, subject to reasonable limitations in the technology used to hold the electronic meeting as to the number of people that can listen to the electronic meeting. The notice stating the electronic aspect of a meeting shall include the means by which the public can access the electronic meeting~~,~~ and shall state a location for the public to view or hear the meeting.

All references above to "Board" shall be deemed to refer to Town advisory boards or committees and their members, and references to the "Town Clerk" shall be deemed to refer to the Secretary or the advisory board or committee, for purposes of establishing rules to govern their electronic meetings in a declared State of Emergency.

~~Any additional requirements imposed by laws adopted by the North Carolina General Assembly after April 3, 2020 regarding electronic meetings shall be deemed to be written herein.~~

Rule 3. Organizational Meeting
On the date and at the time of the first regular meeting in December following a general election in which Board members are elected, or at an earlier date, if any, set by the incumbent Board, the newly elected members shall take and subscribe the oath of office as the first order of new business. As the second order of new business, the Board shall elect a mayor pro tempore. This organizational meeting shall not be held before the municipal election results are officially determined, certified, and published in accordance with Subchapter IX of Chapter 163 of the North Carolina General Statutes. If there is business to be concluded by the incumbent Board prior to the newly elected board being sworn in, it should be concluded no later than 6pm on the date of the Organizational Meeting.

Rule 4. Agenda
(A) Proposed Agenda. The Town Manager shall cause a proposed agenda to be prepared for each meeting. A request to have an item of business placed on the agenda must be received at least four working days before the meeting. A Board member may, by a request made in writing to the Manager at least four working days before the meeting, have an item placed on the proposed agenda provided the request is joined by at least one other Board member. Once an item is added to the proposed agenda by two or more Board members, it cannot be removed prior to the meeting except by consent of both Board members that added it to the proposed agenda. Any agenda item may be removed during the Adoption of the Agenda as provided by Rule 4, Item B. An agenda package shall be prepared that includes, for each item of business

placed on the proposed agenda, as much background information on the subject as is available and feasible to reproduce. Each Board member shall receive a copy of the proposed agenda and the agenda package and they shall be available for public inspection and distribution or copying when they are distributed to the Board members.

(B) Adoption of the Agenda. As its sixth order of business at each meeting, the Board shall, as specified in Rule 6, discuss and revise the proposed agenda and adopt an agenda for the meeting. Notwithstanding the foregoing, the m~~M~~ayor may allow the adjustment to the agenda to occur earlier than the sixth order of business at any meeting of the Board without the necessity for suspension of the Rules of Procedure.

The Board may by majority vote add items to or subtract from the proposed agenda, except that (a) the Board may not subtract items from the proposed agenda stated in the notice of a special meeting called by the mayor, mayor pro tempore, or two Board members, unless those calling the meeting consent to the deletion, (b) the Board may not add items to the proposed agenda stated in the notice of a special meeting called by the mayor, mayor pro tempore, or two Board members, unless all members are present, or those who are absent sign a written waiver of notice, and (c) only business connected with the emergency may be considered at an emergency meeting. The Board may add items to the proposed agenda of a special meeting only if it determines in good faith at the meeting that it is essential to discuss or act on the item immediately.

(C) Consent Agenda. The Board may designate a part of the agenda as the "consent agenda." Approval of minutes and other items that are judged to be non-controversial and routine shall be placed on the consent agenda by those preparing the proposed agenda. The Town Manager shall have the authority to place any item on the consent agenda as part of the proposed agenda. Any member may remove an item from the consent agenda and place it on the regular agenda while the agenda is being discussed and revised prior to its adoption at the beginning of the meeting. All items on the consent agenda shall be voted on and adopted by a single motion, with the minutes reflecting the motion and vote on each item.

Rule 5. Public Address to the Board

Any individual or group who wishes to address the Board at the public comment item, or during a public hearing, shall sign a request to speak prior to the meeting. This shall not limit the discretion of the Board to call upon individuals to address or respond to the Board during debate on a matter. The presiding officer or the Board may impose time limitations on all speakers. The Board may adopt rules to govern the public comments portion of an agenda including but not limited to, rules (a) fixing the maximum time allotted to each speaker; (b) providing for the designation of spokespersons for groups of persons supporting or opposing the same positions; (c) providing for the selection of delegates from groups of persons supporting or opposing the same positions when the number of persons wishing to attend the hearing exceeds the capacity of the hall (so long as arrangements are made, in the case of hearings subject to the open meetings law, for those excluded from the hall to listen to the hearing); and (d) providing for the maintenance of order and decorum in the conduct of the public comments.

Rule 6. Order of Business
Items shall be placed on the agenda according to the order of business. The usual order of business for each regular meeting shall be as follows:

I. Call to Order
II. Invocation/Moment of Silence
III. Pledge of Allegiance
IV. Mayor and Commissioner Reports/Staff Questions
V. Public Comments, Requests, or Presentations
VI. Changes to Proposed Agenda and Adoption of Agenda
VII. Public Hearings
VIII. Other Business
IX. Consent Agenda
X. Closing Comments
XI. Adjournment

By general consensus of the Board, or at the discretion of the Mayor, items may be considered out of order.

Rule 7. Office of the Mayor
The mayor shall preside at all meetings of the Board but shall have the right to vote only when there is a tie. In order to address the Board, a member must be recognized by the mayor.

The mayor or other presiding officer shall have the following powers:

(a) To rule motions in or out of order including any motion patently offered for obstructive or dilatory purposes;
(b) To determine whether a speaker has gone beyond reasonable standards of courtesy in his or her remarks and to entertain and rule on objections from other members on this ground;
(c) To entertain and answer questions of parliamentary law or procedure;
(d) To call a brief recess at any time;
(e) To adjourn in an emergency.

A decision by the presiding officer under (a), (b), or (c) may be appealed to the Board upon motion of any member, pursuant to Rule 18(b), Motion 1. Such a motion is in order immediately after a decision under (a), (b), or (c) is announced and at no other time. The member making the motion need not be recognized by the presiding officer, and the motion if timely made may not be ruled out of order.

Rule 8. Office of Mayor Pro Tempore
At the organizational meeting, the Board shall elect from among its members a mayor pro tempore to serve at the Board's pleasure. A Board member who serves as mayor pro tempore shall be entitled to vote on all matters and shall be considered a Board member for all purposes, including the determination of whether a quorum is present. In the mayor's absence, the mMayor Pro Tempore shall preside over Board meetings with all of the powers specified for the mMayor. Additionally, the Board may confer on

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Amended 03-16-09

the mayor pro tempore any of the mayor's powers and duties. If the mayor should become physically or mentally unable to perform the duties of his or her office, the Board may by majority vote declare that the mayor is incapacitated and confer any of the mayor's powers and duties on the mayor pro tempore. When a mayor declares that he or she is no longer incapacitated, and a majority of the Board concurs, the mayor shall resume the exercise of his or her powers and duties. If both the mayor and mayor pro tempore are absent from a meeting, the Board may elect from among its members a temporary chairman to preside at the meeting with all of the powers specified for the mMayor.

Rule 9. When the Presiding Officer is in Active Debate
If the mayor or other presiding officer becomes actively engaged in debate on a particular proposal, he or she may, but is not required to, designate another Board member to preside over the debate. The mayor or other presiding officer shall resume presiding as soon as action on the matter is concluded.

Rule 10. Action by the Board

A. The Board shall proceed by motion, except as otherwise provided for in Rule 4 and in Rule 31. Any member may make a motion. The mMayor may, in his/her discretion, allow informal discussion about a matter before the Board, prior to a motion being placed on the floor by a Board member.

B. Except where expressly required by law, the adoption of a Resolution shall not be required for any action by the Board or for the exercise of any power or authority by the Board, including but not limited to approval of contracts and adoption of ordinances.

Rule 11. Second Required
A motion shall require a second unless otherwise required by law.

Rule 12. One Motion at a Time
A member may make only one motion at a time.

Rule 13. Substantive Motions
A substantive motion is out of order while another substantive motion is pending.

Rule 14. Adoption by Majority Vote
A motion shall be adopted by a majority of the votes cast, a quorum as defined in Rule 27 being present, unless otherwise required by these rules or the laws of North Carolina. A majority is more than half of the votes cast, a quorum being present, except when a larger majority is otherwise required by these Rules or by law.

Rule 15. Voting by Written Ballot
The Board may choose by majority vote to use written ballots in voting on a motion. Such ballots shall be signed, and the minutes of the Board shall show the vote of each member voting. The ballots shall be available for public inspection in the office of the Town Clerk immediately following the meeting at which the vote took place and until the

minutes of that meeting are approved, at which time the ballots may be destroyed. Voting by secret ballot is prohibited.

Rule 16. Debate
The mayor shall state the motion and then open the floor to debate on it. The mayor shall preside over the debate according to the following general principles:

(a) The maker of the motion is entitled to speak first;
(b) A member who has not spoken on the issue shall be recognized before someone who has already spoken;
(c) To the extent possible, the debate shall alternate between proponents and opponents of the measure.

Rule 17. Ratification of Actions
To the extent permitted by law, the Board may ratify any previous actions taken by the Board to correct procedural or other irregularities, or for such other reasons deemed appropriate by the Board in its discretion. The Board may also ratify actions taken on its behalf, but without its prior approval. A motion to ratify is a substantive motion.

Rule 18. Procedural Motions
(A) Certain Motions Allowed. In addition to substantive proposals, only the following procedural motions, and no others, are in order. Unless otherwise noted, each motion is debatable, may be amended, and requires a majority of the votes cast, a quorum being present, for adoption. Procedural motions are in order while a substantive motion is pending and at other times, except as otherwise noted.

(B) Order of Priority of Motions. In order of priority (if applicable), the procedural motions are:

Motion 1. To Appeal a Procedural Ruling of the Presiding Officer. A decision of the presiding officer ruling a motion in or out of order, determining whether a speaker has gone beyond reasonable standards of courtesy in his or her remarks, or entertaining and answering a question of parliamentary law or procedures may be appealed to the Board, as specified in Rule 7. This appeal is in order immediately after such a decision is announced and at no other time. The member making the motion need not be recognized by the presiding officer and the motion, if timely made, may not be ruled out of order.

Motion 2A. To Adjourn. This motion may be made only at the conclusion of Board consideration of a pending substantive matter; it may not interrupt deliberation of a pending matter. A motion to recess (or adjourn) to a time and place certain shall also comply with the requirements of Rule 2(c).

Motion 2B. To Adjourn or Recess to a Time Certain.

Motion 3. To Take a Brief Recess.

Motion 4. Call to Follow the Agenda. The motion must be made at the first reasonable opportunity, or the right to make it is waived for the out-of-order item in question.

Motion 5. To Suspend the Rules. The Board may not suspend provisions of the rules that state requirements imposed by law on the Board. For adoption, the motion requires a vote equal to two-thirds of the actual membership of the Board, excluding the mayor, unless he or she may vote in all cases, and vacant seats.

Motion 6. To Go into Closed Session. The Board may go into closed session only for one or more of the permissible purposes listed in G.S. § 143-318.11(a). The motion to go into closed session shall cite one or more of these purposes and shall be adopted at an open meeting. A motion based on G.S. § 143-318.11(a)(1) shall also state the name or citation of the law that renders the information to be discussed privileged or confidential. A motion based on G.S. § 143-318(a)(3) shall identify the parties in each existing lawsuit concerning which the Board expects to receive advice during the closed session, if in fact such advice is to be received.

Motion 7. To Leave Closed Session.

Motion 8. To Divide a Complex Motion and Consider it by Paragraph. The motion is in order whenever a member wishes to consider and vote on subparts of a complex motion separately.

Motion 9. To Defer Consideration. The Board may defer a substantive motion for later consideration at an unspecified time. A substantive motion the consideration of which has been deferred expires (100) days thereafter unless a motion to revive consideration is adopted. If consideration of a motion has been deferred, a new motion with the same effect cannot be introduced while the deferred motion remains pending (has not expired). A member who wishes to revisit the matter during that time must take action to revive consideration of the original motion (Rule 18(b), Motion 14), or else move to suspend the rules (Rule 18(b), Motion 5).

Motion 10. Motion for the Previous Question. The motion is not in order until there have been at least 10 minutes of debate, and every member has had an opportunity to speak once.

Motion 11. To Postpone to a Certain Time or Day. If consideration of a motion has been postponed, a new motion with the same effect cannot be introduced while the postponed motion remains pending. A member who wishes to revisit the matter must either wait until the specified time, or move to suspend the rules (Rule 18(b), Motion 5).

Motion 12. To Refer a Motion to a Committee. The Board may vote to refer a substantive motion to a committee for its study and recommendations. Sixty days or more after a substantive motion has been referred to a committee, the introducer of the substantive motion may compel consideration of the measure by the entire Board, whether or not the committee has reported the matter to the Board.

Motion 13. To Amend.

(a) An amendment to a motion must be pertinent to the subject matter of the motion. An amendment is improper if adoption of the motion with that amendment added would have the same effect as rejection of the original motion.

(b) A motion may be amended, and that amendment may be amended, but no further amendments may be made until the last-offered amendment is disposed of by a vote.

(c) A proposal to substitute completely different wording for a motion or an amendment shall be treated as a motion to amend.

Motion 14. To Revive Consideration. The Board may vote to revive consideration of any substantive motion earlier deferred by adoption of Motion 9 of Rule 18(b). The motion is in order at any time within (100) days after the day of a vote to defer consideration. A substantive motion on which consideration has been deferred expires (100) days after the deferral unless a motion to revive consideration is adopted.

Motion 15. To Reconsider. The Board may vote to reconsider its action on a matter. The motion to do so must be made by a member who voted with the prevailing side (the majority side except in the case of a tie; in that case the "nos" prevail) and at the meeting during which the original vote was taken, including any continuation of that meeting through recess (or adjournment) to a time and place certain. The motion cannot interrupt deliberation on a pending matter, but is in order at any time before final adjournment of the meeting.

Motion 16. To Rescind or Repeal. The Board may vote to rescind actions it has previously taken or to repeal items that it has previously adopted. The motion is not in order if rescission or repeal of an action is forbidden by law.

Motion 17. To Prevent Reintroduction for Six Months. The motion shall be in order immediately following the defeat of a substantive motion and at no other time. The motion requires for adoption a vote equal to two-thirds of the actual membership of the Board excluding the mayor, unless he or she may vote in all cases, and vacant seats. If adopted, the restrictions imposed by the motion remains in effect for six months or until the next organizational meeting of the Board, whichever occurs first.

Rule 19. Renewal of Motion

A motion that is defeated may be renewed at any later meeting unless a motion to prevent reintroduction has been adopted.

Rule 20. Withdrawal of Motion

A motion may be withdrawn by the introducer at any time before it is amended or before the presiding officer puts the motion to a vote, whichever occurs first.

Rule 21. Duty to Vote

(a) Duty to Vote. Every Board member must vote except when excused from voting as provided by this rule.

(b) Grounds for Excusal. A member may be excused from voting on a matter involving the member's own financial interest or official conduct, though not if the proposal in question is one to alter the compensation or allowances paid to Board members. Members may also be excused from voting when prohibited from voting under G.S. § 14-234 (contract providing direct benefit to member), G.S. § 160D-109(a)~~160A-381(d)~~ (legislative zoning decision likely to have a direct, substantial, and readily identifiable financial impact on member), or G.S. § 160D-109(d) ~~160A-388(e)(2)~~ (member's participation in quasi-judicial decision would violate affected person's right to an impartial decision maker). Questions about whether a basis for excusal exists should be directed to the Town attorney.

(c) Procedure for Excusal.

(1) *At member's request*. Upon being recognized at a duly called meeting of the Board, a member who wishes to be excused from voting shall so inform the m~~M~~ayor, who must then submit the matter to a vote of the remaining members present. If a majority of the remaining members present vote to excuse the member, the member is excused from voting on the matter.

(2) *On the Board's initiative.* Even when a member has not asked to be excused from voting on a matter, a majority of the remaining Board members present may by motion and vote excuse the member from voting if grounds for doing so exist under paragraph (b).

(d) Consequence of Non-Excused Failure to Vote. Except as specified in paragraph (e), if a member who has not been excused from voting fails to vote on a matter, the member's failure to vote shall be recorded as an affirmative vote, provided

(1) the member is physically present in the Board chamber or

(2) the member has physically withdrawn from the meeting without being excused by majority vote of the remaining members present.

(e) Failure to Vote on Certain Zoning Matters. A member's unexcused failure to vote shall not be recorded as an affirmative vote if the motion concerns a proposal to amend, supplement, or repeal a zoning ordinance. Instead, the member's unexcused failure to vote shall be recorded as an abstention.

Rule 22. Introduction of Ordinances

A proposed ordinance shall be deemed to be introduced on the date the subject matter is first voted on by the Board. The Board votes on the subject matter of a proposed ordinance when it votes on whether to adopt or make changes to the proposed ordinance.

Rule 23. Adoption of Ordinances and Approval of Contracts

(A) Generally. An affirmative vote equal to a majority of all the members of the Board not excused from voting on the question in issue (including the mayor's vote in case of an equal division) shall be required to adopt an ordinance, to take any action that has the effect of an ordinance, or to make, ratify, or authorize any contract on behalf of the Town. In addition, no ordinance or action that has the effect of an ordinance, except an ordinance on which a public hearing must be held pursuant to G.S. § 160D-601 before the ordinance may be adopted, may be finally adopted on the date on which it is introduced except by an affirmative vote equal to or greater than two-thirds of all the actual membership of the Board, excluding vacant seats, and not including the mayor unless he or she has the right to vote on all questions before the Board. No ordinance shall be adopted unless it has been reduced to writing before a vote on adoption is taken.

Commented [ES3]: 1600A-175

(B) **Amendment or Repeal of Ordinances.** The same voting requirements that govern the adoption of a proposed ordinance shall apply to the amendment or repeal of such ordinance.

Rule 24. Adoption of the Budget Ordinance
Notwithstanding the provisions of any Town Charter, general law, or local act:

1. Any action with respect to the adoption or amendment of the budget ordinance may be taken at any regular or special meeting of the Board by a simple majority of those present and voting, a quorum being present;
2. No action taken with respect to the adoption or amendment of the budget ordinance need be published or is subject to any other procedural requirement governing the adoption of ordinances or resolutions by the Board; and
3. The adoption and amendment of the budget ordinance and the levy of taxes in the budget ordinance are not subject to the provisions of any Town Charter or local act concerning initiative or referendum.

During the period beginning with the submission of the budget to the Board and ending with the adoption of the budget ordinance, the Board may hold any special meetings that may be necessary to complete its work on the budget ordinance. Except for the notice requirements of the open meeting law, which continue to apply, no prevision of law concerning the call of special meetings applies during that period so long as: (a) each member of the Board has actual notice of each special meeting called for the purpose of considering the budget, and (b) no business other than consideration of the budget is taken up. This rule does not allow, and may not be construed to allow, the holding of closed meetings or executive sessions by the Board if it is otherwise prohibited by law from holding such a meeting or session.

Rule 25. Quasi-judicial (Evidentiary) Hearings
All quasi-judicial (evidentiary) hearings of the Board shall be conducted in accordance with applicable law and in accordance with the procedures provided by this Rule. The

Mayor shall have the authority to determine the conduct, rules and procedure of all quasi-judicial (evidentiary) hearings coming before the Board not addressed by this Rule, whether generally applicable to all quasi-judicial hearings or to a particular hearing. The m~~M~~ayor shall also have the authority to rule on the admissibility of evidence and all other procedural issues arising as part of a quasi-judicial (evidentiary) hearing. Notwithstanding the foregoing the m~~M~~ayor may choose to require any procedural or evidentiary issue arising at a quasi-judicial (evidentiary) hearing to be acted upon by the Board.

Appearance of the Parties. Any party may appear in person or by agent or by attorney at the hearing. The Board shall not permit the unauthorized practice of law by a non-lawyer or not properly licensed lawyer at the hearing.

1. Order of Business for the Hearing. The order of business for hearing shall be as follows:

    a. The m~~M~~ayor, or such other person as the m~~M~~ayor may direct, shall give an opening statement regarding the nature of the hearing and the process to be followed.
    b. The m~~M~~ayor, or such other person as the m~~M~~ayor may direct, shall poll all Board members participating regarding any ex parte communications, bias, or conflicts of interest.
    c. All participants in the hearing shall be identified. Issues regarding standing, permitted level of participation of the participants and other jurisdictional issues shall be addressed. ~~(~~Only persons who have standing will be recognized as a party to the hearing. Other interested persons who do not have standing may testify, but will not be allowed to offer opening or closing statements, call witnesses, or cross examine witnesses.~~)~~
    d. All persons who will testify must be placed under oath before testifying.
    e. Town staff shall present an overview of the matter, including a summary of the facts and relevant ordinance provisions. Staff shall also present the application, supporting materials, staff report, and any other written materials received and distributed prior to the hearing for introduction into the hearing record.
    f. The Board shall permit the parties (not other interested persons) to offer opening statements.
    g. The party(ies) bearing the burden of proof or production shall present evidence in support of the relief requested from the Board.
    h. The opposing party(ies) shall present evidence in support of their position to the Board.
    i. Other interested persons who have been identified may present relevant evidence.
    j. The party(ies) bearing the burden of proof or production may present rebuttal evidence. Surrebuttal may be permitted at the Board's discretion.

Only parties (not other interested persons) will be permitted to introduce rebuttal and surrebuttal evidence.

k. Closing statements and arguments may be made by parties to the case.
l. The Board shall deliberate on and make a determination of the case.

2. Rules Governing Conduct of the Hearing.

a. Witness may be called and factual evidence may be submitted.
b. The m~~M~~ayor must recognize~~s~~ witnesses before they are heard and confirm that they are under oath.
c. The m~~M~~ayor shall allow all witnesses to be heard, but may limited testimony or evidence that is irrelevant, repetitive, incompetent, hearsay, or inadmissible opinion testimony.
d. The m~~M~~ayor shall allow the parties to the case to make direct and cross-examination of witnesses and to present rebuttal evidence.
e. The m~~M~~ayor may establish reasonable procedures to assure that the hearing is conducted in a fair, impartial and efficient manner.
f. Board members may ask questions of any witness.
g. The Board shall not be limited to such evidence as would be admissible in a court of law (except such evidence requiring expert opinion), but all decisions must be based on competent, material, and substantial evidence properly placed in the hearing record.
h. Board members are discouraged from viewing the premises at issue before the hearing, but if they do so, any key facts observed by members shall be disclosed at the hearing and made part of the record.
i. Upon completion of the presentation of evidence, Board members shall discuss the case among themselves in open session and may recall any witnesses to ask further questions and otherwise deliberate among themselves.
j. Board members shall not discuss the case or give opinions on the evidence until presentation of the case is completed.

3. Rehearings. An application for rehearing may be made to the Board if permitted by the ordinance at issue. Such application must contain a statement of alleged facts that constitute a substantial change in facts or conditions of the matter. The Board shall consider the application (without argument from the applicant) and determine whether the facts alleged, if true, would constitute a substantial change in circumstances or conditions. If the Board determines that such facts, if true would not constitute a substantial change in circumstances or conditions, the Board shall deny the application. If the Board decides that such alleged facts may constitute a substantial change in circumstances or conditions, the Board shall hold a brief evidentiary hearing, allowing participation by all parties participating in the underlying hearing. No new parties may be allowed to participate. If the Board decides that the facts and conditions are true and

constitute a substantial change in circumstances and conditions, the Board shall hold a new evidentiary hearing as if the matter were a new application.

4. Decisions. The Board shall make a written decision within a reasonable period of time from completion of the evidentiary hearing. The required majority to make a decision shall such as is required by law or ordinance for the matter being considered by the Board. A motion to grant a special use permit shall include such conditions as are desired to be made a part of the decision. All decisions shall be reduced to writing, and such contain such findings of fact and conclusions of law sufficient to support the decision made by the Board. Decisions shall be effective the date the written decision is filed with the Clerk to the Board, unless otherwise provided by law or ordinance.

Rule 26. Closed Sessions
The Board may hold closed sessions as provided by law. The Board shall only commence a closed session after a motion to go into closed session has been made and adopted during an open meeting. The motion shall state the purpose of the closed session. If the motion is based on G.S. § 143-318.11(a)(1) (closed session to prevent the disclosure of privileged or confidential information or information that is not considered a public record), it must also state the name or citation of the law that renders the information to be discussed privileged or confidential. If the motion is based on G.S. § 143-318.11(a)(3) (consultation with attorney; handling or settlement of claims, judicial actions, or administrative procedures), it must identify the parties in any existing lawsuits concerning which the public body expects to receive advice during the closed session. The motion to go into closed session must be approved by the vote of a majority of those present and voting. The Board shall terminate the closed session by a majority vote.

Only those actions authorized by statute may be taken in closed session. A motion to adjourn or recess shall not be in order during a closed session.

Rule 27. Quorum
A majority of the actual membership of the Board plus the mayor, excluding vacant seats, shall constitute a quorum. A majority is more than half. A member who has withdrawn from a meeting without being excused by majority vote of the remaining members present shall be counted as present for purposes of determining whether or not a quorum is present.

Rule 28. Public Hearings
Public hearings required by law or deemed advisable by the Board shall be called by motion or resolution of the Board that sets forth the subject, date, place and time of the hearing. The m~~M~~ayor may limit the length of time allotted for each speaker. The Board may adopt rules to govern a public hearing, including but not limited to, rules (a) fixing the maximum time allotted to each speaker; (b) providing for the designation of spokespersons for groups of persons supporting or opposing the same positions; (c)

providing for the selection of delegates from groups of persons supporting or opposing the same positions when the number of persons wishing to attend the hearing exceeds the capacity of the hall (so long as arrangements are made, in the case of hearings subject to the open meetings law, for those excluded from the hall to listen to the hearing); and (d) providing for the maintenance of order and decorum in the conduct of the hearing.

All notice and other requirements of the open meetings law applicable to Board meetings shall also apply to public hearings at which a majority of the Board is present; such a hearing is considered to be a part of a regular or special meeting of the Board. These requirements also apply to hearings conducted by appointed or elected committees of the Board, if a majority of the committee is present. A public hearing, for which any notice required by the open meetings law or other provisions of law has been given may be continued to a time and place certain without further advertisement, except that notice of the continuance shall be posted on the Town's website prior to the time that the public hearing shall reconvene, preferably 48 hours in advance. The requirements of Rule 2(c) shall be followed in continuing a hearing at which a majority of the Board is present.

The Board may vote to delegate to Town staff members, as appropriate, the authority to schedule, call, and give notice of public hearings required by law or the Board. The Board shall provide adequate guidelines to assist staff members in fulfilling this responsibility, and it shall not delegate the responsibility in cases where the Board itself is required by law to call, schedule, or give notice of the hearing.

At the time appointed for the hearing, the mayor or his or her designee shall call the hearing to order and then preside over it. When the allotted time expires or when no one wishes to speak who has not done so, the presiding officer shall declare the hearing ended.

Notwithstanding the foregoing, during a duly declared State of Emergency within the municipal limits of the Town of Huntersville, and for thirty (30) days following the termination of the State of Emergency, a public hearing may be called by the Town Manager by signing a Notice of Public Hearing.

Rule 29. Quorum at Public Hearings
A quorum of the Board shall be required at all public hearings required by state law. If a quorum is not present at such a hearing, the hearing shall be continued until the next regular Board meeting without further advertisement.

Rule 30. Minutes
Full and accurate minutes of the Board proceedings, including closed sessions, shall be kept. The Board shall also keep a general account of any closed session so that a person not in attendance would have a reasonable understanding of what transpired. These minutes and general accounts shall be open to inspection of the public, except as otherwise provided in this rule. The exact wording of each motion and the results of each vote shall be recorded in the minutes, and on the request of any member of the

Board, the “ayes” and “nos” upon any question shall be taken. Members’ and other persons’ comments may be included in the minutes if the Board approves.

Minutes and general accounts of closed sessions shall be deemed sealed until unsealed by action of the Board. Such sealed minutes and general accounts may be withheld from public inspection so long as public inspection would frustrate the purpose of the closed session.

Rule 31. Appointments
The Board may consider and make appointments to other bodies, including its own committees, if any, only in open session. The Board may not consider or fill a vacancy among its own membership except in open session.

The mayor shall not have a right to vote on appointments that come before the Board, except to break a tie vote.

Rather than proceeding by motion, the Board shall use the following procedure to make appointments to various other boards and offices: The mayor shall open the floor for nominations, whereupon the names of possible appointees may be put forward by the Board members. Each Board member shall be permitted to nominate the same number of candidates as there are vacancies to be filled. At the close of the nominations, the Clerk shall call the roll of the members, and each member shall cast his or her vote(s). Each member shall be permitted to vote for as many candidates as there are vacancies to be filled.

Votes from a majority of the members voting shall be required for appointment to each vacant position. During such voting, a member may cast all of his or her votes or fewer than all of them, but he or she shall not cast more than one vote for a single candidate. Where deemed appropriate by the Mayor, the vacant positions may be filled one seat at a time, with each Board member being allowed to nominate and vote for one candidate at a time. If no candidate receives a majority vote, the appointment may be rolled to the next regular meeting of the Board. The incumbent shall continue to serve until a successor is appointed.

Rule 32. Committees and Boards
(A) Establishment and Appointment. The Board or the mayor may, if the mayor hai~~s~~ delegated that power by the Board, ~~may~~ establish and appoint members for such temporary and standing Town committees and boards as are needed to help carry on the work of Town government. Any specific provisions of law relating to particular committees and boards shall be followed. Board of Commissioner members appointed to a board or committee shall be deemed to be serving on such board of committee in an ex officio capacity.

(B) Open Meetings Law. The requirements of the open meetings law shall apply to all elected or appointed authorities, boards, commissions, councils, or other bodies of the Town that are composed of two or more members and that exercise or are authorized to exercise legislative, policy-making, quasi-judicial, administrative, or advisory functions.

However, the law's requirements shall not apply to a meeting solely among the Town's professional staff.

Rule 33. Amendment of the Rules
These rules may be amended at any regular meeting or at any properly called special meeting that includes amendment of the rules as one of the stated purposes of the meeting, so long as the amendment is consistent with the Town Charter, general law, and generally accepted principles of parliamentary procedure. Adoption of an amendment shall require an affirmative vote equal to or greater than two-thirds of all the actual membership of the Board, including vacant seats, and not including the mayor unless he or she has the right to vote on all questions before the Board.

Rule 34. Remote Participation in Meetings.[5]
A member who does not attend a meeting may participate in the meeting by electronic means, but only for the limited purposes of listening and taking part in debate. The member may neither be counted toward a quorum nor vote on any matter before the Board. Electronic means may include telephone, Skype, FaceTime, or other similar methods of participation.

Rule 35. Broadcasting and Recording Meetings.
(a) Right to Broadcast and Record. Any person may photograph, film, tape-record, or otherwise reproduce any part of a Town Board of Commissioner meeting that must take place in open session. Except as provided in paragraph (c) of this rule, any radio or television station may broadcast any such part of a Board meeting.

(b) Advance Notice. Any radio or television station that plans to broadcast any portion of a Board meeting shall so notify the Town Manager no later than twenty-four hours before the meeting. The failure to provide notice is not, by itself, grounds for preventing the broadcast of a Board meeting.

(c) Equipment Placement. The Town Manager may regulate the placement and use of camera or recording equipment in order to prevent undue interference with a Board meeting, so long as he or she allows the equipment to be placed where it can carry out its intended function. If the Town Manager determines in good faith that the equipment and personnel necessary to broadcast, photograph, or record the meeting cannot be accommodated without undue interference to the meeting, and an adequate alternative meeting room is not readily available, the Town Manager may require the pooling of the equipment and the personnel operating it.

(d) Alternative Meeting Site. If the news media request an alternative meeting site to accommodate news coverage, and the Board grants the request, the news media making the request shall pay the costs incurred by the Town in securing an alternative meeting site.

[5] This rule is not to be confused with Rule 2(D). Rule 2(D) only applies in the case of a declared State of Emergency. This rule applies in all other circumstances.

Rule 36. Reference to Robert's Rules of Order Newly Revised
To the extent not provided for in these rules, and to the extent it does not conflict with North Carolina law or with the spirit of these rules, the Board shall refer to *Robert's Rules of Order Newly Revised*, to answer unresolved procedural questions.

Town of Huntersville
Town Board
April 19, 2021

To: Town Board

From: Emily Sloop, Town Attorney

Date: April 19, 2021

Subject: Consider adoption of Public Comment and Public Hearing Policy. *(Emily Sloop)*

EXPLAIN REQUEST:
Continued from 4/5/21 meeting

ACTION RECOMMENDED:
Approval

FINANCIAL IMPLICATIONS:
None

ATTACHMENTS:
1. Public Comment and Public Hearing Policy 4-13-21

Town of Huntersville Board of Commissioners
Public Comment and Public Hearing Policy

1. Purpose.

   The purpose of this Policy is to provide for public comments in a fair, consistent, and informative manner in accordance with the requirements of Sections 160A-81 and 160A-81.1 of the North Carolina General Statutes, which authorize the Board of Commissioners (the "Board") to adopt rules governing the conduct of public hearings and public comment periods. The Town of Huntersville recognizes the importance of receiving comments from the public. The purpose of public hearings and public comment periods is to give the public an opportunity to express their views, comments, or opinions to the Board of Commissioners. It is a time for the Board of Commissioners to listen to the public. The following rules have been established to maintain order and decorum during public hearings and public comment periods. Furthermore, these rules are designed to ensure fairness to each speaker by establishing rules in advance that will be applied equally to each speaker.

2. Procedure.

   a) Persons desiring to address the Board during a public comment period or a public hearing shall list their full name, address, telephone number, and subject matter to be discussed on the speaker sign-up sheet as provided by the Town Clerk prior to the beginning of the meeting. Speakers wishing to yield their time to a designated spokesperson must also sign the speaker sign-up sheet and indicate the spokesperson to whom they are designating their time. Once the meeting has begun, a person may not sign up to speak.[1]

   b) For public comment periods and public hearings other than public zoning hearings, persons who have signed up to speak shall be allowed to speak for up to three (3) minutes. Designated spokespersons may speak for a maximum of nine (9) minutes. However, when a designated spokesperson is called upon to speak, any speakers yielding their time to the spokesperson must identify themselves and confirm the yield. The Mayor, or the Mayor Pro Tem in the absence of the Mayor, shall have the discretion to shorten the allotted speaking time depending on the number persons registered to speak and in consideration of the length of the agenda. Speakers shall not use or provide any technological presentations, including, but not limited to, videos or PowerPoint presentations.

   c) Public zoning hearings. At hearings involving amendments to the zoning ordinance or zoning map, the time allotted for speakers is set forth below:

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[1] When the Board elects to permit remote public participation, whether by telephonic or emailed comments, remote public speakers must contact the Town Clerk and provide the information required by this paragraph no later than 3:00 pm on the date of the scheduled Board meeting.

i. The Petitioner, or their designated representative, shall be allowed 15 minutes to present. Any questions by the Board members shall not be counted against the time limit for the Petitioner. The Petitioner shall be allowed to use PowerPoint presentations, but shall not use any other technology, including videos, for his or her presentation.

ii. Any other person who has signed up to speak, whether as a proponent or opponent of the Petitioner, shall have 3 minutes each. Designated spokespersons may speak for a maximum of nine (9) minutes. However, when a designated spokesperson is called upon to speak, any speakers yielding their time to the spokesperson must identify themselves and confirm the yield. Speakers shall not use or provide any technological presentations, including, but not limited to, videos or PowerPoint presentations. Depending on the number of speakers signed up to speak regarding a petition, the Mayor, or the Mayor Pro Tem in the absence of the Mayor, shall have the discretion to shorten the allotted speaking time to 2 minutes per speaker.

iii. At the discretion of the Mayor, or the Mayor Pro Tem in the absence of the Mayor, the Petitioner shall be allowed up to 3 minutes for closing statements.

d) In order to conduct public business in an efficient and productive manner, speakers are encouraged to avoid duplicative and repetitive comments.

e) The provisions of this Policy shall not apply to speakers addressing Board on awards and recognitions or for staff or other individuals expressly invited to address the Board on a matter.

f) For any matter, the time allotted to any speaker in this Policy may be extended by the Mayor, or the Mayor Pro Tem in the absence of the Mayor, in his or her sole discretion.

g) Speakers shall be civil and courteous in their language and presentation. Insults, personal attacks, accusations, profanity, vulgar language, inappropriate gestures, or other inappropriate behavior will not be tolerated.

h) In order to provide for the maintenance of order and decorum in the conduct of the meeting, the Mayor may declare "out-of-order" any person who fails to comply with this policy. The Mayor, or the Mayor Pro Tem in the absence of the Mayor, shall caution any such person to abide by the provisions of this policy. Refusal to do so shall be grounds for removal of the speaker from the meeting.

Adopted this __ day of _____, 2021.

_____
John Aneralla, Mayor, Town of Huntersville

ATTEST:

_____ _____
Janet Pierson, Clerk to the Board

Town of Huntersville
Town Board
April 19, 2021

To: Town Board

From: Tracy Houk, Assistant Director

Date: April 19, 2021

Subject: Consider appointment to the Public Art Commission. *(Tracy Houk)*

EXPLAIN REQUEST:
The Public Art Commission has one position that needs to be filled due to the resignation of Melissa Jackson. This term will end on December 31, 2021. We are recommending the Board appoint one new member to carry out the term.

ACTION RECOMMENDED:
Appoint a new member to carry out the term through 2021.

FINANCIAL IMPLICATIONS:

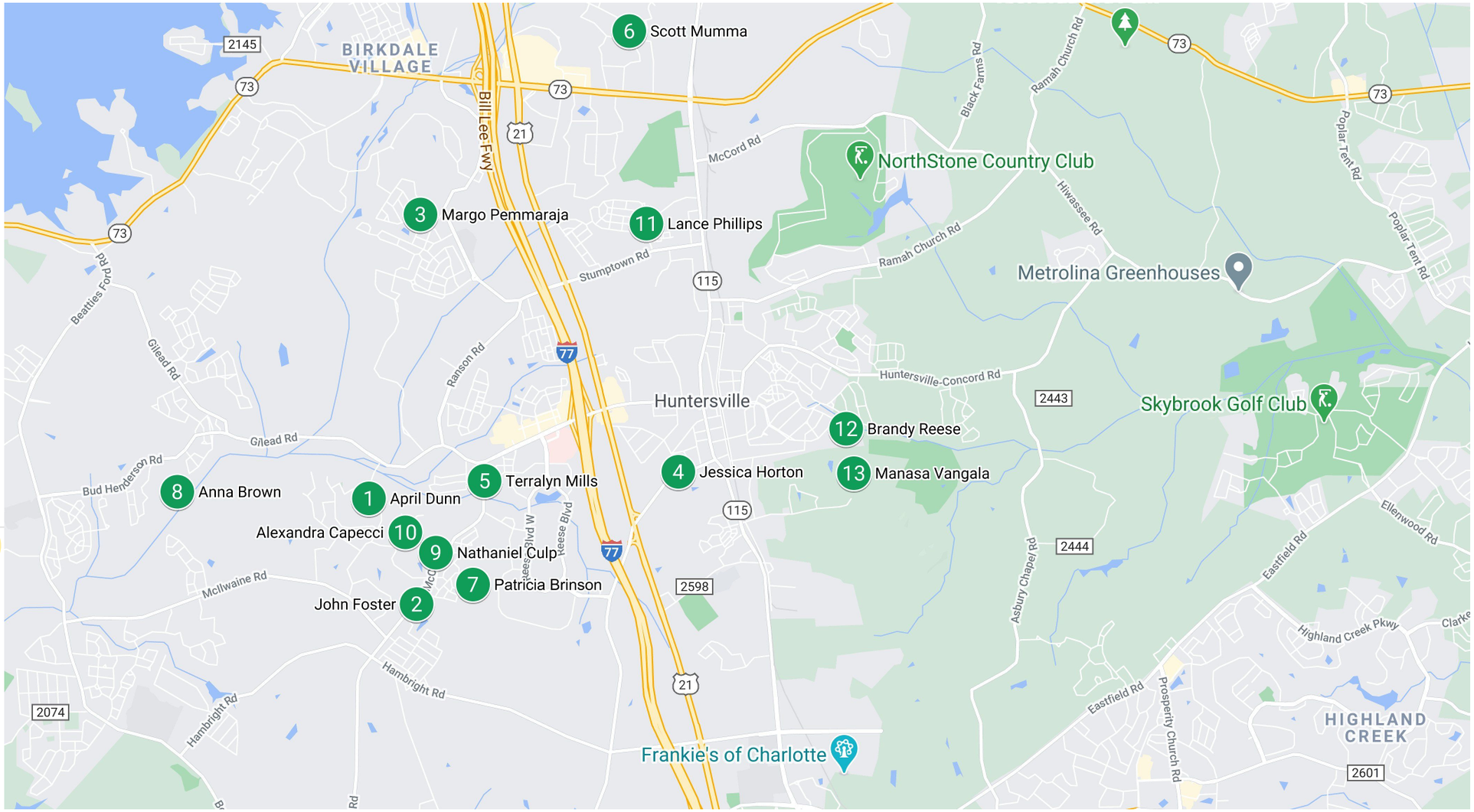
ATTACHMENTS:
1. PAC Map - 2021 Opening (April)
2. PAC Applications - 2021 Opening (April)

2020 Public Art Commission

PAC Candidates

1. April Dunn
2. John Foster
3. Margo Pemmaraja
4. Jessica Horton
5. Terralyn Mills
6. Scott Mumma
7. Patricia Brinson
8. Anna Brown
9. Nathaniel Culp
10. Alexandra Capecci
11. Lance Phillips
12. Brandy Reese
13. Manasa Vangala

New Applicants Highlighted in Yellow



Town of Huntersville
NORTH CAROLINA

Advisory Board Application

Applicant must be a Huntersville Resident

Please check the boxes next to the Advisory Boards in which you are interested in applying for:

☐ **Park and Recreation Commission**
☐ **Greenway, Trail and Bikeway Commission**
☒ **Public Art Commission**

Background Information:

Name Patricia Brinson Home Phone 980-318-1113

Home Address 9820 Maywine Circle Huntersville Zip Code 28078

E-Mail Address pb43@gmail.com

Present Occupation Social Worker Work Phone 704-521-4977

Place of Employment Access Family Services

Approximate Hours Available Per Month for Serving On Advisory Board 40

Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving On:

N/A Expiration Date

Expiration Date

Education BS Degree

Business and Civic Experience I have over 15 years PTA Board Member, 3 serving as President. Former Theatre Booster Club President.

Areas of Expertise and Interests/Skills I have over 15 years of teaching dance to adults and youths. I also have work experience in the development, implementation, and oversight of special activities, events, and programs for a wide range of populations.

I, undersigned, understand this application will be kept on the active file for a two (2) year period

Patricia Brinson 04-09-2021

(Signature of Applicant) (Date)

Applications may be mailed to:
Huntersville Parks and Recreation Department
P.O. Box 2879
Huntersville, NC 28070

Applications may also be hand delivered to:
Huntersville Parks and Recreation Department
Town Center Building
105 Gilead Road, 3rd Floor
Huntersville, NC 28078

For more information about these advisory board openings, please call 704-766-2228

Parks&Recreation

Post Office Box 2879 • 105 Gilead Road, Third Floor • Huntersville, NC 28070
phone 704.766.2220 • fax 704.992.5528 • www.huntersville.org

Town of Huntersville
NORTH CAROLINA

Advisory Board Application

Applicant must be a Huntersville Resident

Please check the boxes next to the Advisory Boards in which you are interested in applying for:

☑ **Park and Recreation Commission**
☑ **Greenway, Trail and Bikeway Commission**
☑ **Public Art Commission**

Background Information:

Name Anna L Brown Home Phone 215-219-6909

Home Address 7907 Leisure Lane Zip Code

E-Mail Address anlbrown@yahoo.com

Present Occupation Administrative Manager Work Phone

Place of Employment Lake Norman Realty

Approximate Hours Available Per Month for Serving On Advisory Board 5

Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving On:

Expiration Date

Expiration Date

Education Master of Business Administration
Bachelor of Science in Mathematics

Business and Civic Experience Junior League - truck fest chair, Community committee member
Delta Zeta chapter - community outreach, bylaws committee, state treasurer for NC

Areas of Expertise and Interests/Skills documenting policies and procedures, editing documents, communication skills, problem solving, customer service

I, undersigned, understand this application will be kept on the active file for a two (2) year period

Anna L. Brown (Signature of Applicant) 4/9/21 (Date)

Applications may be mailed to:
Huntersville Parks and Recreation Department
P.O. Box 2879
Huntersville, NC 28070

Applications may also be hand delivered to:
Huntersville Parks and Recreation Department
Town Center Building
105 Gilead Road, 3rd Floor
Huntersville, NC 28078

For more information about these advisory board openings, please call 704-766-2228

Parks&Recreation

Post Office Box 2879 • 105 Gilead Road, Third Floor • Huntersville, NC 28070
phone 704.766.2220 • fax 704.992.5528 • www.huntersville.org

Town of Huntersville
NORTH CAROLINA

Advisory Board Application

Applicant must be a Huntersville Resident

Please check the boxes next to the Advisory Boards in which you are interested in applying for:

☒ **Park and Recreation Commission**
☒ **Greenway, Trail and Bikeway Commission**
☒ **Public Art Commission**

Background Information:

Name Alexandra Capecci Home Phone 610 730 7092

Home Address 9326 Old Barnette Pl Zip Code 28078

E-Mail Address alexandraccapecci@gmail.com

Present Occupation Sr Supply Planner Work Phone

Place of Employment Newell Rubbermaid / Also small business owner

Approximate Hours Available Per Month for Serving On Advisory Board 10 hours

Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving On:

Serve on Ursus Institute Board Expiration Date 3+years - present

Expiration Date

Education MBA - Shippensburg University
Bachelors - Supply Chain Management

Business and Civic Experience Coordinated volunteer events for work - such as food pantry donations and building animal shelters. My small business sponsors Carolina Wildlife Rehab.

Areas of Expertise and Interests/Skills Logistics / Project Management - Planning Fundraising - Public Speaking - educational outreach

I, undersigned, understand this application will be kept on the active file for a two (2) year period

Alexandra Capecci 11/17/2020
(Signature of Applicant) (Date)

Applications may be mailed to:
Huntersville Parks and Recreation Department
P.O. Box 2879
Huntersville, NC 28070

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Town of Huntersville
NORTH CAROLINA

Advisory Board Application

Applicant must be a Huntersville Resident

Please check the boxes next to the Advisory Boards in which you are interested in applying for:

☐ **Park and Recreation Commission**
☐ **Greenway, Trail and Bikeway Commission**
X **Public Art Commission**

Background Information:

Name Nathaniel Culp Home Phone 609-317-0161

Home Address 12521 Cedar Fall Drive Zip Code 28078

E-Mail Address nathanculp92@gmail.com

Present Occupation Senior Account Executive, Advertising Work Phone 609-317-0161

Place of Employment MullenLowe

Approximate Hours Available Per Month for Serving On Advisory Board 15

Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving On:

N/A Expiration Date

Expiration Date

Education Bachelors of Science, Rider University

Business and Civic Experience Various client and account management positions

Areas of Expertise and Interests/Skills Client and account management professional who enjoys being outdoors, participating in group activities, as well as enjoying food, art, and architecture

I, undersigned, understand this application will be kept on the active file for a two (2) year period

(Signature of Applicant) Nate Culp Digitally signed by Nate Culp Date: 2021.04.07 14:41:23 -04'00' (Date)

Applications may be mailed to:
Huntersville Parks and Recreation Department
P.O. Box 2879
Huntersville, NC 28070

Applications may also be hand delivered to:
Huntersville Parks and Recreation Department
Town Center Building
105 Gilead Road, 3rd Floor
Huntersville, NC 28078

For more information about these advisory board openings, please call 704-766-2228

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Town of Huntersville
NORTH CAROLINA

Advisory Board Application

Applicant must be a Huntersville Resident

Please check the boxes next to the Advisory Boards in which you are interested in applying for:

☐ **Park and Recreation Commission**
☐ **Greenway, Trail and Bikeway Commission**
☒ **Public Art Commission**

Background Information:

Name Lance Phillips Home Phone 7049418754

Home Address 16831 Spruell Street Huntersville, NC Zip Code 28078

E-Mail Address lerphillips@gmail.com

Present Occupation High School Teacher Work Phone (704) 897-8061

Place of Employment Community School of Davidson

Approximate Hours Available Per Month for Serving On Advisory Board 10

Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving On:

_____ Expiration Date_____

_____ Expiration Date_____

Education B.A. UNC-Charlotte (English) M.F.A. The University of Iowa Writers' Workshop (Poetry)

Business and Civic Experience _____

Areas of Expertise and Interests/Skills Visual Art, Language Art

I, undersigned, understand this application will be kept on the active file for a two (2) year period

(Signature of Applicant) 4/7/21 (Date)

Applications may be mailed to:
Huntersville Parks and Recreation Department
P.O. Box 2879
Huntersville, NC 28070

Applications may also be hand delivered to:
Huntersville Parks and Recreation Department
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105 Gilead Road, 3rd Floor
Huntersville, NC 28078

For more information about these advisory board openings, please call 704-766-2228

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phone 704.766.2220 • fax 704.992.5528 • www.huntersville.org

Town of Huntersville
NORTH CAROLINA

Advisory Board Application

Applicant must be a Huntersville Resident

Please check the boxes next to the Advisory Boards in which you are interested in applying for:

☐ **Park and Recreation Commission**
☐ **Greenway, Trail and Bikeway Commission**
☑ **Public Art Commission**

Background Information:

Name Brandy Reese Home Phone 704.877.3776

Home Address 10802 Vanguard Parkway Zip Code 28078

E-Mail Address BrandyLynnReese@gmail.com

Present Occupation Director of Talent Development Work Phone 704.877.3776

Place of Employment Midrex Technologies, Inc

Approximate Hours Available Per Month for Serving On Advisory Board 4+ hours per month

Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving On:

N/A Expiration Date N/A

N/A Expiration Date N/A

Education Masters in Instructional Technology from Towson University and a Bachelor of Science degree in Business from Stevenson University. SHRM- SCP certified.

Business and Civic Experience 2018 Huntersville 101 Graduate, 2018 and 2019 Chapter President of LakeNormanHR local Society of Human Resource Managment chapter. 20 plus years of experience as a leader in global human resources.

Areas of Expertise and Interests/Skills I am looking for ways to give back locally and have been involved in the arts since a child. I, undersigned, understand this application will be kept on the active file for a two (2) year period

Brandy L Reese March 12, 2021
(Signature of Applicant) (Date)

Applications may be mailed to:
Huntersville Parks and Recreation Department
P.O. Box 2879
Huntersville, NC 28070

Applications may also be hand delivered to:
Huntersville Parks and Recreation Department
Town Center Building
105 Gilead Road, 3rd Floor
Huntersville, NC 28078

For more information about these advisory board openings, please call 704-766-2228

Parks&Recreation

Post Office Box 2879 • 105 Gilead Road, Third Floor • Huntersville, NC 28070
phone 704.766.2220 • fax 704.992.5528 • www.huntersville.org

Town of Huntersville
NORTH CAROLINA

Advisory Board Application

Applicant must be a Huntersville Resident

Please check the boxes next to the Advisory Boards in which you are interested in applying for:

- ☒ **Park and Recreation Commission**
- ☒ **Greenway, Trail and Bikeway Commission**
- ☒ **Public Art Commission**

Background Information:

Name MANASA VANGALA Home Phone 3147247248

Home Address 11211 VANGUARD PKWY HUNTERSVILLE, N Zip Code 28078

E-Mail Address MVANGALA25@GMAIL.COM

Present Occupation Senior Auditor Work Phone

Place of Employment Centene Corporation (Remote @ Home)

Approximate Hours Available Per Month for Serving On Advisory Board 8 hours

Name of Any Town or County Boards/Committees/Commissions You Are Presently Serving On: NA

Expiration Date

Expiration Date

Education MS in Forensic Accounting
Certified Public Accountant (CPA)

Business and Civic Experience → Public auditor/accountant for 3+ years
→ Organized multiple classical dance programs for large crowds
→ Served different non profit organizations with their accounting needs

Areas of Expertise and Interests/Skills → Audit → Accounting → Classical dance
→ Go Getter

I, undersigned, understand this application will be kept on the active file for a two (2) year period

Vangala 11/30/2020
(Signature of Applicant) (Date)

Applications may be mailed to:
Huntersville Parks and Recreation Department
P.O. Box 2879
Huntersville, NC 28070

Applications may also be hand delivered to:
Huntersville Parks and Recreation Department
Town Center Building
105 Gilead Road, 3rd Floor
Huntersville, NC 28078

For more information about these advisory board openings, please call 704-766-2228

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phone 704.766.2220 • fax 704.992.5528 • www.huntersville.org

Town of Huntersville
Town Board
April 19, 2021

To: Town Board

From: Janet Pierson, Town Clerk

Date: April 19, 2021

Subject: Consider approving LKN Kiwanis mural for Veterans Park bathroom. *(Mayor Aneralla)*

EXPLAIN REQUEST:

ACTION RECOMMENDED:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:
None

Town of Huntersville
Town Board
April 19, 2021

To: Town Board

From: Lora Mastrofrancesco, Transportation Engineer/Project Manager

Date: April 19, 2021

Subject: Consider adopting Resolution to accept the NCDOT TIP #U-5908 Main Street Upgrades Construction Contract. *(Lora Mastrofrancesco)*

EXPLAIN REQUEST:
Resolution to Accept the Main St Project Construction Contract, pending NCDOT review and concurrence.

ACTION RECOMMENDED:
Accept the Main St Project Construction Contract.

FINANCIAL IMPLICATIONS:
Federal and Town funds

ATTACHMENTS:
1. Blythe-Docs for Board-4.12.2021
2. U5908-Blythe Const Doc- 4.12.2021 - all sheets

RESOLUTION OF THE TOWN OF HUNTERSVILLE TO ACCEPT THE NCDOT TIP# U-5908 MAIN STREET UPGRADES CONSTRUCTION CONTRACT

Whereas, the Town of Huntersville proposes to enter into a construction services agreement for the NCDOT TIP# U-5908 Main Street Upgrades Project (the "Project"); and

Whereas, N.C.G.S. 143-129(a) requires the procedures of letting public contracts through formal bid process for projects in an amount equal to or more than five hundred thousand dollars ($500,000); and

Whereas, pursuant to N.C.G.S. 143-129(b), the contract proposal invitation to bid was advertised in a local newspaper and advertised electronically on the Town of Huntersville website and Historically Underutilized Businesses (HUB) website; and

Whereas, formal bid procedures were conducted in accordance with N.C.G.S. 143-129, the lowest responsible bidder being Blythe Construction Inc.; and

Whereas, the Town now desires to enter into a construction services agreement with Blythe Construction, Inc. (the "Agreement"), the Agreement being attached hereto as Exhibit A; and

Whereas, the approval of this contract proposal is pending North Carolina Department of Transportation (NCDOT) review and concurrence;

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board of Commissioners approves and awards the Project to Blythe Construction Inc, the lowest responsible responsive bidder.
2. The Agreement for the project attached hereto as Exhibit A is approved.
3. The Board hereby authorizes the Town Manager, acting on advice of counsel, to take any actions necessary to effect the provisions of this Resolution, including signing the Agreement and any related documents; and
4. This Resolution shall be effective as of the date its adoption.

Adopted this 19th day of April, 2021.

ATTEST:

_____
Town Clerk

TOWN OF HUNTERSVILLE

_____
Town Mayor

APPROVED AS TO FORM:

_____
Town Attorney

EXHIBIT A

TOWN OF HUNTERSVILLE
PUBLIC WORKS DEPARTMENT

CONTRACT PROPOSAL

BID OPENING: FRIDAY MARCH 26, 2021 3:00 PM

TIP NUMBER: U-5908

COUNTY: MECKLENBURG

PROJECT DESCRIPTION: ROADWORK FOR MAIN STREET FROM MT. HOLLY-HUNTERSVILLE ROAD SR 2004 TO RAMAH CHURCH RD SR 2439 INCLUDING WATER & SEWER LINE INSTALLATION

DATE OF ADVERTISEMENT: FRIDAY, FEBRUARY 26, 2021

MANDATORY PRE-BID MEETING: TUESDAY, MARCH 16, 2021, AT 3:00 PM AT HUNTERSVILLE RECREATION CENTER, 11836 VERHOEFF DRIVE, HUNTERSVILLE, NC 28078 - MASKS ARE REQUIRED TO ENTER THE BUILDING. TO ATTEND VIRTUALLY, RSVP BY MARCH 16, 2021 BY 11 AM TO ACROMIE@HUNTERSVILLE.ORG FOR THE LINK.

***** NOTICE *****

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA. FOR CONTRACTS $30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD, BIDDERS ARE REQUIRESD TO BECOME LICENSED BY THE NC LICENSING BOARD. NON-LICENSED BIDDERS ARE PERMITED 60 DAYS AFTER BID OPENING TO OBTAIN PROPER LICENSING FOR THE TYPE OF PROJECT BEING LET. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA.

Blythe Construction Inc.
NAME OF BIDDER

PO Box 31635 Charlotte, NC 28231
ADDRESS OF BIDDER

RETURN BIDS TO:

TOWN OF HUNTERSVILLE
ATTENTION: KEVIN FOX, P.E.
PHYSICAL ADDRESS: HUNTERSVILLE RECREATION CENTER, 11836 VERHOEFF DRIVE, HUNTERSVILLE, NC 28078
MAILING ADDRESS: PO BOX 664 HUNTERSVILLE, NC 28078

ALL BIDS MUST BE RECEIVED BY THE TOWN PRIOR TO THE DATE AND TIME LISTED ABOVE. IF BIDS ARE MAILED IT IS THE BIDDER'S RESPONSIBILITY TO ENSURE THEY ARE RECEIVED BY THE DEADLINE. THE TOWN OF HUNTERSVILLE RESERVES THE RIGHT, WITHOUT ASSIGNING ANY REASON, TO REJECT ANY ALL BID PROPOSALS RECEIVED AND TO WAIVE MINOR INFORMALITIES.

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LISTING OF DBE SUBCONTRACTORS

Sheet 1 of 2

Firm Name and Address	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name RRC Address P.O. Box 29769 Charlotte, NC 28229	51	2'-6" Curb and Gutter	$25	$450,750
	53	4" Sidewalk	$42	$427,560
Name Address	54	Concrete Curb Ramps	$1850	$133,200
Name Address				
Name Address				
Name Address				
Name Address				
Name Address				

LISTING OF DBE SUBCONTRACTORS

Sheet 2 of 2

Firm Name and Address	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name Address				
Name Address				
Name Address				
Name Address				
Name Address				
Name Address				

* The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the DBE subcontractor, and these prices will be used to determine the percentage of the DBE participation in the contract.

**** Dollar Volume of DBE Subcontractor**
$ 1,011,510 —

Percentage of Total Contract Bid Price
0.7 %

** Dollar Volume of DBE Subcontractor Percentage of Total Contract Bid Price:
If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent.
If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

CONTRACT:	NAME OF BIDDER:
U-5908	Blythe Construction, Inc.

The undersigned intends to perform work in connection with the above contract upon execution of the bid and subsequent award of contract by the Board of Transportation as:

Name of MBE/WBE/DBE Subcontractor RRC Concrete, Inc.

Address 3549 N. Sharon Amity Rd, Site 300

City Charlotte State NC Zip 28205

Please check all that apply:

Minority Business Enterprise (MBE) ____

Women Business Enterprise (WBE) ____

Disadvantaged Business Enterprise (DBE) ✓

The MBE /WBE /DBE status of the above named subcontractor is certified by the North Carolina Department of Transportation. The above named subcontractor is prepared to perform the described work listed on the attached MBE/WBE/DBE Commitment Items sheet, in connection with the above contract upon execution of the bid and subsequent award of contract by the Board of Transportation. The above named subcontractor is prepared to perform the described work at the estimated Commitment Total for Subcontractor Price identified on the MBE/WBE/DBE Commitment Items sheet and amount indicated below.

Commitment Total based on estimated Unit Prices and Quantities on the "attached" MBE/WBE/DBE Commitment Items sheet. Amount $ 1,011,510.00

The above named bidder and subcontractor mutually accepts the Commitment Total estimated for the Unit Prices and Quantities. This commitment total is based on estimated quantities only and most likely will vary up or down as the project is completed. Final compensation will be based on actual quantities of work performed and accepted during the pursuance of work. The above listed amount represents the entire dollar amount quoted based on these estimated quantities. No conversations, verbal agreements, and/or other forms of non-written representations shall serve to add, delete, or modify the terms as stated.

This document shall not serve in any manner as an actual subcontract between the two parties. A separate subcontractor agreement will describe in detail the contractual obligations of the bidder and the MBE/WBE/DBE subcontractor.

Affirmation

The above named MBE/ WBE/ DBE subcontractor affirms that it will perform the portion(s) of the contract for the estimated dollar value as stated above.

RRC Concrete, Inc.	Blythe Construction, Inc.
Name of MBE/ WBE/ DBE Subcontractor	Name of Bidder
Project Manager	Chief Estimator
Signature / Title	Signature / Title
3/29/21	3/29/2021
Date	Date

Bond No. 016231711

If Corporation, affix Corporate Seal
Contract No. U-5908
County Mecklenburg

Rev. 11-1-12

TOWN OF HUNTERSVILLE

CONTRACT PAYMENT BOND

Date of Payment Bond Execution	March 30, 2021
Name of Principal Contractor	Blythe Construction Inc.
Name of Surety:	Liberty Mutual Insurance Company
Name of Contracting Body:	Town of Huntersville
	11836 Verhoff Drive, Huntersville, NC 28078
Amount of Bond:	$15,100,109.00
Contract ID No.:	U-5908
County Name:	Mecklenburg

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Bond No. 016231711

Contract No. U-5908
County Mecklenburg

Rev. 11-1-12

CONTRACT PAYMENT BOND

Affix Seal of Surety Company

Liberty Mutual Insurance Company
Print or type Surety Company Name

By Elizabeth K. Sterling, Attorney-in-Fact
Print, stamp or type name of Attorney-in-Fact

Elizabeth K. Sterling
Signature of Attorney-in-Fact

Megan Douaire
Signature of Witness

Megan Douaire, Witness to Surety
Print or type Signer's name

175 Berkeley Street, Boston, MA 02116
Address of Attorney-in-Fact

Bond No. 016231711

Contract No. U-5908
County Mecklenburg

Rev. 11-1-12

CONTRACT PAYMENT BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

Blythe Construction Inc.
Full name of Corporation

P.O. Box 31635, Charlotte, NC 28206
Address as prequalified

By _____
Signature of ~~President~~, Vice President, ~~Assistant Vice President~~
Select appropriate title

Brian Webb, Senior Vice President
Print or type Signer's name

Affix Corporate Seal

Attest _____
Signature of ~~Secretary,~~ Assistant Secretary
Select appropriate title

Lawrence G. Schmidt, II, Asst. Sec.
Print or type Signer's name

Bond No. 016231711

TOWN OF HUNTERSVILLE

CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: March 30, 2021

Name of Principal Contractor: Blythe Construction Inc.

Name of Surety: Liberty Mutual Insurance Company

Name of Contracting Body: Town of Huntersville

11836 Verhoff Drive, Huntersville, NC 28078

Amount of Bond: $15,100,109.00

Contract ID No.: U-5908

County Name: Mecklenburg

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Contract No. U-5908
County Mecklenburg

Rev. 11-1-12

Bond No. 016231711

CONTRACT PERFORMANCE BOND

Affix Seal of Surety Company

Liberty Mutual Insurance Company
Print or type Surety Company Name

By Elizabeth K. Sterling, Attorney-in-Fact
Print, stamp or type name of Attorney-in-Fact

Elizabeth K. Sterling
Signature of Attorney-in-Fact

Megan Douaire
Signature of Witness

Megan Douaire, Witness to Surety
Print or type Signer's name

Contract No. U-5908
County Mecklenburg

Rev. 11-1-12

Bond No. 016231711

CONTRACT PERFORMANCE BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

Blythe Construction Inc.
Full name of Corporation

P.O. Box 31635, Charlotte, NC 28206
Address as prequalified

By _____
Signature of ~~President~~, Vice President, ~~Assistant Vice President~~
Select appropriate title

Brian Webb, Senior Vice President
Print or type Signer's name

Affix Corporate Seal

Attest _____
Signature of ~~Secretary~~, Assistant Secretary
Select appropriate title

Lawrence G. Schmidt, II, Asst. Sec.
Print or type Signer's name

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8204785-016072**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Benjamin A. Stahl, Elizabeth K. Sterling, Megan K. Douaire, Wesley P. Williams

all of the city of Atlanta state of GA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of January, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 29th day of January, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30 day of March 2021.

By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2019

Assets

Cash and Bank Deposits	$778,754,989
*Bonds — U.S Government	2,780,808,610
*Other Bonds	12,645,608,792
*Stocks	16,385,435,431
Real Estate	235,608,378
Agents' Balances or Uncollected Premiums	6,217,983,641
Accrued Interest and Rents	102,273,390
Other Admitted Assets	11,957,106,292
Total Admitted Assets	**$51,103,579,523**

Liabilities

Unearned Premiums		$8,007,146,482
Reserve for Claims and Claims Expense		21,532,853,787
Funds Held Under Reinsurance Treaties		507,868,920
Reserve for Dividends to Policyholders		1,143,826
Additional Statutory Reserve		125,722,000
Reserve for Commissions, Taxes and Other Liabilities		4,117,460,075
Total		**$34,292,195,090**
Special Surplus Funds	$32,768,443	
Capital Stock	10,000,075	
Paid in Surplus	10,044,978,933	
Unassigned Surplus	6,723,636,983	
Surplus to Policyholders		**16,811,384,434**
Total Liabilities and Surplus		**$51,103,579,524**

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2019, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 27th day of March, 2020.

T A Mikolajewski

Assistant Secretary

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

CORPORATION

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 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.

SIGNATURE OF CONTRACTOR

Blythe Construction, Inc.
Full name of Corporation

2911 North Graham Street Charlotte NC 28206
Address as Prequalified

Attest _____ By _____
Secretary/Assistant Secretary — President/Vice President/Assistant Vice President
Select appropriate title — *Select appropriate title*

Lawrence G. Schmidt, II, Asst. Sec. — **Allen Hendricks, Vice President**
Print or type Signer's name — Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

26th day of March 2021.

Monica B. Pressley
Signature of Notary Public

of Rowan County

State of North Carolina

My Commission Expires: 08/21/2023

MONICA B. PRESSLEY
NOTARY SEAL
NOTARY
My Comm. Expires
August 21, 2023
PUBLIC
ROWAN COUNTY, NC

EXECUTION OF CONTRACT PROPOSAL

Incompliance with the foregoing request for proposals and subject to all Terms and Conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services for the prices quoted and completed in Exhibit A Itemized Proposal along with the completed cover page of the Contract Proposal, Performance Bond, and proof of Insurance requirements.

This Contract for TIP: U-5908 Huntersville Main Street Upgrades, and all attachments, (collectively this "Contract") is by and between the Town of Huntersville, a municipal corporation of the State of North Carolina, (the "Town") and

Blythe Construction Inc., (the "Contractor") with address

PO Box 31635

Charlotte NC 28231

Contractor's Federal Social Security ID No.: 56-6032862

Contractor's License No.: 7639

Acknowledged Receipt of Addendum No. 1 Dated 03-22-21

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at Huntersville, North Carolina, this day of March 24, 2021

Contractor

Name: Blythe Construction Inc.
Name of Contractor (type or print)

By: _____
(Signature)

Title: Allen Hendricks, Vice President

Attest: _____
(Secretary, if a corporation)
Lawrence G. Schmidt, II, Asst. Sec.

(Signature must be notarized below.)

Town of Huntersville

_____
Town Manager

Attest:

_____
Town Clerk

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

_____
Finance Director

Town of Huntersville
NORTH CAROLINA

Post Office Box 664 • 105 Gilead Road, Suite 300 • Huntersville, NC 28070
phone 704.766.2220 • fax 704.992.5528 • www.huntersville.org

NOTARY PAGES FOR CONTRACT PROPOSAL EXECUTION BY CONTRACTOR/BIDDER

(FOR AN ENTITY)

STATE OF North Carolina
COUNTY OF Mecklenburg

I, Notary Public for the aforesaid County and State, do hereby certify that personally appeared before me this day Allen Hendricks (Name of person signing), being known to me or identified by me through satisfactory evidence, and acknowledged that he/she is the Vice President (Title) of Blythe Construction (Entity Name), a Corporation, (Entity Type), and that as an act of the Corporation (Entity Type), the foregoing contract proposal was signed by him/her on behalf of the Corporation (Entity Type) as the duly authorized action of the Corporation (Entity Type).

Date: March 24, 2021

Monica B. Pressley
(Notary Signature)
Notary Printed Name: Monica B. Pressley

(Official Seal)

MONICA B. PRESSLEY
NOTARY
My Comm. Expires
August 21, 2023
PUBLIC
ROWAN COUNTY, N.C.

(FOR A SOLE PROPRIORITORSHIP OR INDIVIDUAL)

STATE OF _____
COUNTY OF _____

I, Notary Public for the aforesaid County and State, do hereby certify that personally appeared before me this day _____ (Name of person signing), and acknowledged due execution of the foregoing instrument.

Date: _____

_____
(Notary Signature)
Notary Printed Name: _____

(Official Seal)

Exhibit A- Itemized Proposal

LINE NO.	MASTER ITEM NO.	SEC. NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
1	0000100000-N	800	MOBILIZATION	1	LS	$ 750,000.00	$ 750,000.00
2	0000400000-N	801	CONSTRUCTION SURVEYING	1	LS	$ 305,000.00	$ 305,000.00
3	0043000000-N	226	GRADING	1	LS	$ 2,812,000.00	$ 2,812,000.00
4	0008000000-E	200	SUPPLEMENTARY CLEARING & GRUBBING	1	ACR	$ 5,000.00	$ 5,000.00
5	0134000000-E	240	DRAINAGE DITCH EXCAVATION	420	CY	$ 25.00	$ 10,500.00
6	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZA- TION	100	SY	$ 6.00	$ 600.00
7	0318000000-E	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	1170	TON	$ 50.00	$ 58,500.00
8	0320000000-E	300	FOUNDATION CONDITIONING GEOTEXTILE	3660	SY	$ 5.00	$ 18,300.00
9	0366000000-E	310	15" RC PIPE CULVERTS, CLASS III	4558	LF	$ 70.00	$ 319,060.00
10	0372000000-E	310	18" RC PIPE CULVERTS, CLASS III	2981	LF	$ 80.00	$ 238,480.00
11	0378000000-E	310	24" RC PIPE CULVERTS, CLASS III	476	LF	$ 90.00	$ 42,840.00
12	0384000000-E	310	30" RC PIPE CULVERTS, CLASS III	344	LF	$ 100.00	$ 34,400.00
13	0396000000-E	310	42" RC PIPE CULVERTS, CLASS III	92	LF	$ 150.00	$ 13,800.00
14	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	1288	LF	$ 85.00	$ 109,480.00
15	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	408	LF	$ 95.00	$ 38,760.00
16	0448400000-E	310	24" RC PIPE CULVERTS, CLASS IV	616	LF	$ 105.00	$ 64,680.00
17	0448500000-E	310	30" RC PIPE CULVERTS, CLASS IV	160	LF	$ 115.00	$ 18,400.00
18	0453000000-E	310	15" PIPE END SECTION	1	EA	$ 1,500.00	$ 1,500.00
19	0600000000-E	310	30" CS PIPE CULVERTS, 0.079" THICK	65	LF	$ 75.00	$ 4,875.00
20	0973100000-E	330	15" WELDED STEEL PIPE, 0.500 THICK, GRADE B IN SOIL	44	LF	$ 70.00	$ 3,080.00
21	0973100000-E	330	18" WELDED STEEL PIPE, 0.500 THICK, GRADE B IN SOIL	36	LF	$ 85.00	$ 3,060.00
22	0973100000-E	330	24" WELDED STEEL PIPE, 0.375 THICK, GRADE B IN SOIL	116	LF	$ 110.00	$ 12,760.00
23	0995000000-E	340	PIPE REMOVAL	2277	LF	$ 75.00	$ 170,775.00
24	1121000000-E	520	AGGREGATE BASE COURSE	154	TON	$ 110.00	$ 16,940.00
25	1220000000-E	545	INCIDENTAL STONE BASE	300	TON	$ 125.00	$ 37,500.00
26	1297000000-E	607	MILLING ASPHALT PAVEMENT, 1.5" DEPTH	3900	SY	$ 8.50	$ 33,150.00
27	1330000000-E	607	INCIDENTAL MILLING	2925	SY	$ 11.00	$ 32,175.00
28	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	10150	TON	$ 67.00	$ 680,050.00
29	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	7380	TON	$ 67.00	$ 494,460.00
30	1523000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5C	7330	TON	$ 68.00	$ 498,440.00
31	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	1255	TON	$ 485.00	$ 608,675.00

LINE NO.	MASTER ITEM NO.	SEC. NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
32	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	150	TON	$ 300.00	$ 45,000.00
33	2000000000-N	806	RIGHT-OF-WAY MARKERS	46	EA	$ 250.00	$ 11,500.00
34	2209000000-E	838	ENDWALLS	8.8	CY	$ 1,000.00	$ 8,800.00
35	2253000000-E	840	PIPE COLLARS	1.3	CY	$ 2,800.00	$ 3,640.00
36	2264000000-E	840	PIPE PLUGS	0.5	CY	$ 3,500.00	$ 1,750.00
37	2275000000-E	SP	FLOWABLE FILL	20	CY	$ 225.00	$ 4,500.00
38	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	173	EA	$ 3,000.00	$ 519,000.00
39	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	116.4	LF	$ 500.00	$ 58,200.00
40	2354200000-N	840	FRAME WITH GRATE, STD 840.24	10	EA	$ 850.00	$ 8,500.00
41	2364000000-N	840	FRAME WITH TWO GRATES, STD 840.16	29	EA	$ 900.00	$ 26,100.00
42	2365000000-N	840	FRAME WITH TWO GRATES, STD 840.22	1	EA	$ 900.00	$ 900.00
43	2366000000-N	840	FRAME WITH TWO GRATES, STD 840.24	3	EA	$ 900.00	$ 2,700.00
44	2374000000-N	840	FRAMEWITH GRADE & HOOD, STD 840.03, TYPE E	17	EA	$ 1,000.00	$ 17,000.00
45	2374000000-N	840	FRAMEWITH GRADE & HOOD, STD 840.03, TYPE F	62	EA	$ 1,000.00	$ 62,000.00
46	2374000000-N	840	FRAMEWITH GRADE & HOOD, STD 840.03, TYPE G	44	EA	$ 1,000.00	$ 44,000.00
47	2396000000-N	840	FRAME WITH COVER, STD 840.54	7	EA	$ 900.00	$ 6,300.00
48	2440000000-N	852	CONCRETE TRANSITIONAL SECTION FOR CATCH BASIN	7	EA	$ 950.00	$ 6,650.00
49	2451000000-N	852	CONCRETE TRANSITIONAL SECTION FOR DROP INLET	15	EA	$ 1,100.00	$ 16,500.00
50	2535000000-E	846	9" x 18" CONCRETE CURB	1260	LF	$ 20.00	$ 25,200.00
51	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	18030	LF	$ 20.25	$ 365,107.50
52	2570000000-N	SP	MODIFIED CONCRETE FLUME	3	EA	$ 7,000.00	$ 21,000.00
53	2591000000-E	848	4" CONCRETE SIDEWALK	10180	SY	$ 39.00	$ 397,020.00
54	2605000000-N	848	CONCRETE CURB RAMPS	72	EA	$ 1,550.00	$ 111,600.00
55	2612000000-E	848	6" CONCRETE DRIVEWAY	1580	SY	$ 60.00	$ 94,800.00
56	2647000000-E	852	5" MONOLITHIC CONCRETE ISLANDS(SURFACE MOUNTED)	1560	SY	$ 84.00	$ 131,040.00
57	2657000000-E	852	6" MONOLITHIC CONCRETE ISLANDS (SURFACE MOUNTED)	40	SY	$ 127.00	$ 5,080.00
58	2738000000-E	SP	7" TRUCK MOUNTABLE CONCRETE APRON, CLASS AA CONC.	1040	SY	$ 69.00	$ 71,760.00
59	2753000000-E	SP	1'-6" CONCRETE CURB & GUTTER, CLASS AA CONCRETE	760	LF	$ 23.75	$ 18,050.00
60	2800000000-N	858	ADJUSTMENT OF CATCH BASINS	3	EA	$ 1,500.00	$ 4,500.00
61	2830000000-N	858	ADJUSTMENT OF MANHOLES	41	EA	$ 1,800.00	$ 73,800.00
62	2845000000-N	858	ADJUSTMENT OF METER BOXES OR VALVE BOXES	19	EA	$ 250.00	$ 4,750.00

LINE NO.	MASTER ITEM NO.	SEC. NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
63	3030000000-E	862	STEEL BEAM GUARDRAIL	75	LF	$ 40.00	$ 3,000.00
64	3563000000-E	866	TEMPORARY__"WOVEN WIRE FENCE, COMPLETE WITH POSTS	600	LF	$ 7.25	$ 4,350.00
65	3572000000-E	867	CHAIN LINK FENCE RESET	145	LF	$ 20.00	$ 2,900.00
66	3628000000-E	876	RIP RAP, CLASS I	560	TON	$ 80.00	$ 44,800.00
67	3649000000-E	876	RIP RAP, CLASS B	57	TON	$ 75.00	$ 4,275.00
68	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	1160	SY	$ 3.00	$ 3,480.00
69	4025000000-E	901	CONTRACTOR FURNISHED, TYPE E SIGN	850	SF	$ 10.66	$ 9,061.00
70	4025000000-E	901	CONTRACTOR FURNISHED, TYPE F SIGN	40	SF	$ 9.95	$ 398.00
71	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	2100	LF	$ 5.63	$ 11,823.00
72	4102000000-N	904	SIGN ERECTION, TYPE E	138	EA	$ 60.00	$ 8,280.00
73	4108000000-N	904	SIGN ERECTION, TYPE F	4	EA	$ 240.00	$ 960.00
74	4116100000-N	904	SIGN ERECTION, RELOCATE TYPE D (GROUND MOUNTED)	1	EA	$ 240.00	$ 240.00
75	4116100000-N	904	SIGN ERECTION, RELOCATE TYPE E (GROUND MOUNTED)	59	EA	$ 180.00	$ 10,620.00
76	4116100000-N	904	SIGN ERECTION, RELOCATE TYPE F (GROUND MOUNTED)	1	EA	$ 360.00	$ 360.00
77	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U- CHANNEL	19	EA	$ 180.00	$ 3,420.00
78	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	593	SF	$ 7.06	$ 4,186.58
79	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	255	SF	$ 6.22	$ 1,586.10
80	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	7	EA	$ 7,850.00	$ 54,950.00
81	4430000000-N	1130	DRUMS	250	EA	$ 47.00	$ 11,750.00
82	4445000000-E	1145	BARRICADES (TYPE III)	400	LF	$ 25.00	$ 10,000.00
83	4455000000-N	1150	ROADWAY FLAGMAN	750	DAY	$ 355.00	$ 266,250.00
84	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKINGLINES (4", 90 MILS)	32630	LF	$ 0.52	$ 16,967.60
85	4695000000-E	1205	THERMOPLASTIC PAVEMENT MARKINGLINES (8", 90 MILS)	4770	LF	$ 2.80	$ 13,356.00
86	4720000000-E	1205	THERMOPLASTIC PAVEMENT MARKINGCHARACTER (90 MILS)	44	EA	$ 85.00	$ 3,740.00
87	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKINGSYMBOL (90 MILS)	63	EA	$ 120.00	$ 7,560.00
88	4726100000-E	1205	HEATED-IN-PLACE THERMOPLASTIC PAVEMENT MARKING CHARACTER	23	EA	$ 85.00	$ 1,955.00
89	4726110000-E	1205	HEATED-IN-PLACE THERMOPLASTIC PAVEMENT MARKING SYMBOL	23	EA	$ 450.00	$ 10,350.00
90	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	59776	LF	$ 0.13	$ 7,770.88
91	4820000000-E	1205	PAINT PAVEMENT MARKING LINES (8")	275	LF	$ 2.00	$ 550.00
92	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	120	LF	$ 3.00	$ 360.00

LINE NO.	MASTER ITEM NO.	SEC. NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
93	4891000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (16", 90 MILS)	160	LF	$ 7.00	$ 1,120.00
94	4891000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 90 MILS)	1230	LF	$ 8.00	$ 9,840.00
95	4892000000-N	1205	THERMOPLASTIC 24" YIELD LINE TRIANGLE (90MILS)	60	EA	$ 48.00	$ 2,880.00
96	5872500000-E	1550	BORE AND JACK OF 15" WELDED STEEL PIPE	44	LF	$ 377.91	$ 16,628.04
97	5872500000-E	1550	BORE AND JACK OF 18" WELDED STEEL PIPE	36	LF	$ 429.11	$ 15,447.96
98	5872500000-E	1550	BORE AND JACK OF 24" WELDED STEEL PIPE	116	LF	$ 413.76	$ 47,996.16
99	5888000000-E	SP	4" SCHEDULE 40 PVC CONDUIT W/2 EACH ELBOWS & CAPS	160	LF	$ 30.00	$ 4,800.00
100	6000000000-E	1605	TEMPORARY SILT FENCE	11610	LF	$ 1.80	$ 20,898.00
101	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	3525	TON	$ 35.00	$ 123,375.00
102	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	325	TON	$ 40.00	$ 13,000.00
103	6012000000-E	1610	SEDIMENT CONTROL STONE	3360	TON	$ 35.00	$ 117,600.00
104	6015000000-E	1615	TEMPORARY MULCHING	22.5	ACR	$ 1,150.00	$ 25,875.00
105	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	1500	LB	$ 1.50	$ 2,250.00
106	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEEDING	8.5	TON	$ 1,000.00	$ 8,500.00
107	6024000000-E	1622	TEMPORARY SLOPE DRAINS	200	LF	$ 18.88	$ 3,776.00
108	6030000000-E	1630	SILT EXCAVATION	4730	CY	$ 8.41	$ 39,779.30
109	6036000000-E	1631	MATTING FOR EROSION CONTROL	710	SY	$ 1.85	$ 1,313.50
110	6037000000-E	SP	COIR FIBER MAT	20	SY	$ 8.50	$ 170.00
111	6038000000-E	SP	PERMANENT SOIL REINFORCEMENT MAT	85	SY	$ 3.50	$ 297.50
112	6071012000-E	SP	COIR FIBER WATTLE	710	LF	$ 5.00	$ 3,550.00
113	6071020000-E	SP	POLYACRYLAMIDE (PAM)	180	LB	$ 8.00	$ 1,440.00
114	6071030000-E	1640	COIR FIBER BAFFLE	105	LF	$ 3.50	$ 367.50
115	6071050000-E	SP	1-1/2" SKIMMER	1	EA	$ 4,791.40	$ 4,791.40
116	6084000000-E	1660	SEEDING & MULCHING	21	ACR	$ 1,675.00	$ 35,175.00
117	6087000000-E	1660	MOWING	12	ACR	$ 75.00	$ 900.00
118	6090000000-E	1661	SEED FOR REPAIR SEEDING	250	LB	$ 2.50	$ 625.00
119	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.75	TON	$ 1,000.00	$ 750.00
120	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	475	LB	$ 2.50	$ 1,187.50
121	6108000000-E	1665	FERTILIZER TOPDRESSING	14.25	TON	$ 1,000.00	$ 14,250.00

LINE NO.	MASTER ITEM NO.	SEC. NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
122	6114500000-N	1667	SPECIALIZED HAND MOWING	10	MHR	$ 100.00	$ 1,000.00
123	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	25	EA	$ 250.00	$ 6,250.00
124	6132000000-N	SP	CONCRETE WASHOUT STRUCTURE	2	EA	$ 1,405.32	$ 2,810.64
125	7048500000-E	1705	PEDESTRIAN SIGNAL HEAD (16", 1SECTION W/COUNTDOWN)	8	EA	$ 800.00	$ 6,400.00
126	7060000000-E	1705	SIGNAL CABLE	4800	LF	$ 2.65	$ 12,720.00
127	7120000000-E	1705	VEHICLE SIGNAL HEAD (12", 3 SECTION)	15	EA	$ 790.00	$ 11,850.00
128	7132000000-E	1705	VEHICLE SIGNAL HEAD (12", 4 SECTION)	3	EA	$ 1,050.00	$ 3,150.00
129	7144000000-E	1705	VEHICLE SIGNAL HEAD (12", 5 SECTION)	1	EA	$ 1,190.00	$ 1,190.00
130	7264000000-E	1710	MESSENGER CABLE (3/8")	275	LF	$ 4.10	$ 1,127.50
131	7300000000-E	1715	UNPAVED TRENCHING (1 conduit, 2 inch)	110	LF	$ 7.80	$ 858.00
132	7300000000-E	1715	UNPAVED TRENCHING (2 conduits, 2 inch)	24	LF	$ 9.00	$ 216.00
133	7300000000-E	1715	UNPAVED TRENCHING (3 conduits, 2 inch)	15	LF	$ 15.00	$ 225.00
134	7300000000-E	1715	UNPAVED TRENCHING (4 conduits, 2 inch)	25	LF	$ 20.00	$ 500.00
135	7301000000-E	1715	DIRECTIONAL DRILL (1 conduits, 2 inch)	60	LF	$ 21.00	$ 1,260.00
136	7301000000-E	1715	DIRECTIONAL DRILL (2 conduits, 2 inch)	55	LF	$ 24.00	$ 1,320.00
137	7301000000-E	1715	DIRECTIONAL DRILL (3 conduits, 2 inch)	180	LF	$ 25.00	$ 4,500.00
138	7324000000-N	1716	JUNCTION BOX (STANDARD SIZE)	5	EA	$ 360.00	$ 1,800.00
139	7348000000-N	1716	JUNCTION BOX (OVER-SIZED, HEAVY DUTY)	5	EA	$ 810.00	$ 4,050.00
140	7360000000-N	1720	WOOD POLE	2	EA	$ 1,100.00	$ 2,200.00
141	7372000000-N	1721	GUY ASSEMBLY	5	EA	$ 400.00	$ 2,000.00
142	7420000000-E	1722	2" RISER WITH WEATHERHEAD	2	EA	$ 545.00	$ 1,090.00
143	7444000000-E	1725	INDUCTIVE LOOP SAWCUT	1880	LF	$ 6.75	$ 12,690.00
144	7456000000-E	1726	LEAD-IN CABLE (14-2)	2200	LF	$ 1.70	$ 3,740.00
145	7575142010-N	1736	900MHZ SERIAL/ETHERNET SPREAD SPECTRUM RADIO	4	EA	$ 4,400.00	$ 17,600.00
146	7588000000-N	SP	METAL POLE WITH SINGLE MAST ARM	1	EA	$ 13,800.00	$ 13,800.00
147	7590000000-N	SP	METAL POLE WITH DUAL MAST ARM	1	EA	$ 23,800.00	$ 23,800.00
148	7613000000-N	SP	SOIL TEST	2	EA	$ 1,800.00	$ 3,600.00
149	7614100000-E	SP	DRILLED PIER FOUNDATION	12	CY	$ 990.00	$ 11,880.00
150	7631000000-N	SP	MAST ARM WITH METAL POLE DESIGN	2	EA	$ 317.00	$ 634.00
151	7636000000-N	1745	SIGN FOR SIGNALS	11	EA	$ 345.00	$ 3,795.00
152	7642100000-N	1743	TYPE I POST WITH FOUNDATION	1	EA	$ 1,700.00	$ 1,700.00

LINE NO.	MASTER ITEM NO.	SEC. NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
153	7642200000-N	1743	TYPE II PEDESTAL WITH FOUNDATION	4	EA	$ 2,000.00	$ 8,000.00
154	7675000000-N	1747	LED BLANKOUT SIGN	1	EA	$ 3,300.00	$ 3,300.00
155	7684000000-N	1750	SIGNAL CABINET FOUNDATION	1	EA	$ 990.00	$ 990.00
156	7696000000-N	1751	CONTROLLER WITH CABINET (TYPE 2070E, BASE MOUNTED)	1	EA	$ 12,917.00	$ 12,917.00
157	7744000000-N	1751	DETECTOR CARD (TYPE 170)	4	EA	$ 120.00	$ 480.00
158	7901000000-N	1753	CABINET BASE EXTENDER	1	EA	$ 360.00	$ 360.00
159	7980000000-N	SP	PROTECTIVE COATING FOR DOUBLE MAST ARM WITH METAL POLE	1	EA	$ 2,650.00	$ 2,650.00
160	7980000000-N	SP	PROTECTIVE COATING FOR SINGLE MAST ARM WITH METAL POLE	1	EA	$ 1,270.00	$ 1,270.00
			TOTAL ROADWAY BID				**$ 10,831,592.66**

LINE NO.	MASTER ITEM NO.	SEC. NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
161	5325000000-E	1510	1-1/2" WATER LINE	2	LF	$ 36.00	$ 72.00
162	5325200000-E	1510	2" WATER LINE	92	LF	$ 40.00	$ 3,680.00
163	5325200000-E	1510	6" WATER LINE	512	LF	$ 55.00	$ 28,160.00
164	5325800000-E	1510	8" WATER LINE	10,508	LF	$ 75.00	$ 788,100.00
165	5326000000-E	1510	10" WATER LINE	34	LF	$ 80.00	$ 2,720.00
166	5326200000-E	1510	12" WATER LINE	1,770	LF	$ 120.00	$ 212,400.00
167	5327400000-E	1510	24" WATER LINE	4,375	LF	$ 258.00	$ 1,128,750.00
168	5325000000-E	1510	36" WATER LINE	48	LF	$ 550.00	$ 26,400.00
169	5329000000-E	1510	DUCTILE IRON WATER PIPE FITTINGS	77,100	LB	$ 1.50	$ 115,650.00
170	5540000000-E	1515	6" VALVE	26	EA	$ 1,700.00	$ 44,200.00
171	5546000000-E	1515	8" VALVE	55	EA	$ 2,400.00	$ 132,000.00
172	5558000000-E	1515	12" VALVE	11	EA	$ 4,400.00	$ 48,400.00
173	5559400000-E	1515	24" VALVE	2	EA	$ 17,000.00	$ 34,000.00
174	5534000000-E	1515	36" VALVE	2	EA	$ 38,000.00	$ 76,000.00
175	5571600000-E	1515	6" TAPPING SLEEVE & VALVE	1	EA	$ 6,500.00	$ 6,500.00
176	5589100000-E	1515	1" AIR RELEASE VALVE	1	EA	$ 2,500.00	$ 2,500.00
177	5643100000-E	1515	3/4" WATER METER	56	EA	$ 800.00	$ 44,800.00
178	5649000000-N	1515	RECONNECT WATER METER	30	EA	$ 900.00	$ 27,000.00
179	5666000000-N	1515	FIRE HYDRANT	16	EA	$ 7,000.00	$ 112,000.00
180	5673000000-E	1515	FIRE HYDRANT LEG	272	LF	$ 50.00	$ 13,600.00
181	5678400000-E	1515	6" LINE STOP	12	EA	$ 11,000.00	$ 132,000.00

LINE NO.	MASTER ITEM NO.	SEC. NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
182	5678600000-E	1515	8" LINE STOP	10	EA	$ 14,000.00	$ 140,000.00
183	5678800000-E	1515	10" LINE STOP	3	EA	$ 16,000.00	$ 48,000.00
184	5678000000-E	1515	36" LINE STOP	2	EA	$ 60,000.00	$ 120,000.00
185	5686500000-E	1515	WATER SERVICE LINE	1,251	LF	$ 15.00	$ 18,765.00
186	5691300000-E	1520	8" SANITARY GRAVITY SEWER	516	LF	$ 80.00	$ 41,280.00
187	5709400000-E	1520	8" FORCE MAIN SEWER	20	LF	$ 60.00	$ 1,200.00
188	5709500000-E	1520	10" FORCE MAIN SEWER	2,024	LF	$ 125.00	$ 253,000.00
189	5768000000-N	1520	SANITARY SEWER CLEAN-OUT	2	EA	$ 1,000.00	$ 2,000.00
190	5768500000-E	1520	SEWER SERVICE LINE	96	LF	$ 55.00	$ 5,280.00
191	5775000000-E	1525	4' DIA UTILITY MANHOLE	6	EA	$ 2,920.00	$ 17,520.00
192	5781000000-E	1525	UTILITY MANHOLE WALL 4' DIA	10	LF	$ 300.00	$ 3,000.00
193	5798000000-E	1530	ABANDON 1-1/2" UTILITY PIPE	293	LF	$ 5.00	$ 1,465.00
194	5798000000-E	1530	ABANDON 2" UTILITY PIPE	991	LF	$ 6.00	$ 5,946.00
195	5800000000-E	1530	ABANDON 6" UTILITY PIPE	8,737	LF	$ 8.00	$ 69,896.00
196	5801000000-E	1530	ABANDON 8" UTILITY PIPE	4,839	LF	$ 10.00	$ 48,390.00
197	5802000000-E	1530	ABANDON 10" UTILITY PIPE	1,778	LF	$ 12.00	$ 21,336.00
198	5804000000-E	1530	ABANDON 12" UTILITY PIPE	26	LF	$ 13.00	$ 338.00
199	5798000000-E	1530	ABANDON 36" UTILITY PIPE	18	LF	$ 45.00	$ 810.00
200	5815000000-N	1530	REMOVE WATER METER	57	EA	$ 500.00	$ 28,500.00
201	5815500000-N	1530	REMOVE FIRE HYDRANT	14	EA	$ 650.00	$ 9,100.00
202	5816000000-N	1530	ABANDON UTILITY MANHOLE	3	EA	$ 750.00	$ 2,250.00
203	5828000000-N	1530	REMOVE UTILITY MANHOLE	4	EA	$ 1,100.00	$ 4,400.00
204	5835800000-E	1540	16" ENCASEMENT PIPE	60	LF	$ 120.00	$ 7,200.00
205	5835800000-E	1540	18" ENCASEMENT PIPE	234	LF	$ 130.00	$ 30,420.00
206	5872500000-E	1550	BORE AND JACK OF 18"	229	LF	$ 499.95	$ 114,488.55
207		SP	EJ PRESCOTT STYLE 501 COUPLING OR EQUAL	2	EA	$ 20,000.00	$ 40,000.00
208		SP	TEMPORARY BYPASS PUMPING	1	LS	$ 150,000.00	$ 150,000.00
209		SP	RAILROAD PROTECTIVE LIABILITY INSURANCE	1	LS	$ 5,000.00	$ 5,000.00
210		SP	CATHODIC PROTECTION ON 24" WATER MAIN	1	LS	$ 100,000.00	$ 100,000.00
			TOTAL WATER/SEWER BID				$ 4,268,516.55

LINE NO.	MASTER ITEM NO.	SEC. NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
			TOTAL ROADWAY BID				$ 10,831,592.66
			TOTAL PROJECT BID				$ 15,100,109.21

NOTE: In case of discrepancy between the 'downloaded/bound pdf' itemized proposal and the EXCEL version, the original 'downloaded/bound pdf itemized proposal shall govern.

Blythe Construction Inc. March 24, 2021

Company Name Date

Allen Hendricks, Vice President

Print Name Title

Signature

SEALED BID OPENING LOG SHEET

Project: Town of Huntersville Main Street Project (U-5908)

Project Manager: Kevin Garton – Town of Huntersville

Max Buchanan- STV Engineers, Inc.

Date: March 26, 2021

Time: 3:00 PM

Bidder	Total Bid Amount
1. Dane Construction	$20,329,114.48
2. Blythe Development	$15,183,100.00
3. Blythe Construction	$15,100,109.21
4. United of Carolinas	$21,608,183.33
5. Sealand Contractors	$16,645,000.70
6. NJR Group	$19,071,416.08

TOWN OF HUNTERSVILLE
PUBLIC WORKS DEPARTMENT

CONTRACT PROPOSAL

BID OPENING: FRIDAY MARCH 26, 2021 3:00 PM

TIP NUMBER: U-5908

COUNTY: MECKLENBURG

PROJECT DESCRIPTION: ROADWORK FOR MAIN STREET FROM MT. HOLLY-HUNTERSVILLE ROAD SR 2004 TO RAMAH CHURCH RD SR 2439 INCLUDING WATER & SEWER LINE INSTALLATION

DATE OF ADVERTISEMENT: FRIDAY, FEBRUARY 26, 2021

MANDATORY PRE-BID MEETING: TUESDAY, MARCH 16, 2021, AT 3:00 PM AT HUNTERSVILLE RECREATION CENTER, 11836 VERHOEFF DRIVE, HUNTERSVILLE, NC 28078 - MASKS ARE REQUIRED TO ENTER THE BUILDING. TO ATTEND VIRTUALLY, RSVP BY MARCH 16, 2021 BY 11 AM TO ACROMIE@HUNTERSVILLE.ORG FOR THE LINK.

***** NOTICE *****

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA. FOR CONTRACTS $30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD, BIDDERS ARE REQUIRESD TO BECOME LICENSED BY THE NC LICENSING BOARD. NON-LICENSED BIDDERS ARE PERMITED 60 DAYS AFTER BID OPENING TO OBTAIN PROPER LICENSING FOR THE TYPE OF PROJECT BEING LET. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA.

_____

NAME OF BIDDER

_____

ADDRESS OF BIDDER

RETURN BIDS TO:

TOWN OF HUNTERSVILLE
ATTENTION: KEVIN FOX, P.E.
PHYSICAL ADDRESS: HUNTERSVILLE RECREATION CENTER, 11836 VERHOEFF DRIVE, HUNTERSVILLE, NC 28078
MAILING ADDRESS: PO BOX 664 HUNTERSVILLE, NC 28078

ALL BIDS MUST BE RECEIVED BY THE TOWN PRIOR TO THE DATE AND TIME LISTED ABOVE. IF BIDS ARE MAILED IT IS THE BIDDER'S RESPONSIBILITY TO ENSURE THEY ARE RECEIVED BY THE DEADLINE. THE TOWN OF HUNTERSVILLE RESERVES THE RIGHT, WITHOUT ASSIGNING ANY REASON, TO REJECT ANY ALL BID PROPOSALS RECEIVED AND TO WAIVE MINOR INFORMALITIES.

PROPOSAL FOR THE CONSTRUCTION OF
CONTRACT No. STP-0115(009) IN MECKLENBURG COUNTY, NORTH CAROLINA
DATE: FRIDAY, MARCH 26, 2021
TOWN OF HUNTERSVILLE, NORTH CAROLINA

The undersigned Bidder hereby submits a Contract Proposal to provide the materials, labor and services required to perform the Project, having an NCDOT TIP NUMBER OF U-5908, which includes the installation of water & sewer lines, in addition to the widening and construction of streets.

The Bidder has carefully examined the location of the proposed work to be known as Contract No. STP-0115(009); has carefully examined the plans and specifications, the instructions to bidders, the special provisions, the proposal, the form of contract, and the forms of contract payment bond and contract performance bond, which are acknowledged to be part of the proposal; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to be bound upon his execution of the bid and subsequent award to him by The Town of Huntersville in accordance with this proposal to provide the necessary contract payment bond and contract performance bond within ten (10) days after the written notice of award is received by him. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with the *2018 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. STP-0115(009) in MECKLENBURG COUNTY, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2018* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the construction and work included in this contract is to be done in accordance with the specifications contained in said volume, and amendments and supplements thereto, under the direction of the Engineer.

If the proposal is accepted and the award is made, the contract is valid only when signed either by the Town Mayor or such other person as may be designated by the Town Board to sign for the Town of Huntersville AND concurrence has been given from North Carolina Department of Transportation. The conditions and provisions herein cannot be changed except over the signature of the Town Mayor or Director of Public Works.

The quantities shown in the Exhibit A - Itemized Proposal for the project are considered to be approximate only and are given as the basis for comparison of bids. The Town of Huntersville may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient.

An increase or decrease in the quantity of an item will not be regarded as sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for the contract.

Accompanying this bid is a bid bond secured by a corporate surety, or certified check payable to the order of The Town of Huntersville, for five percent of the total bid price, which deposit is to be forfeited as liquidated damages in case this bid is accepted and the Bidder shall fail to provide the required payment and performance bonds with The Town of Huntersville, under the condition of this proposal, within ten (10) calendar days after the written notice of award is received by him, as provided in the Standard Specifications; otherwise said deposit will be returned to the Bidder.

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INSTRUCTIONS TO BIDDERS

PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID.

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

1. This is a federally funded project, and therefore all requirements in State, Federal or local laws for locally administered projects receiving federal aid must be met by the Contractor regardless of whether or not such requirements have been restated or reference in the Contract Proposal. The bidder is responsible for familiarizing itself with these requirements. The bidder shall include the impact, if any, on their bid within the unit prices stated by the bidder on Exhibit A to this Contract Proposal, "Itemized Proposal." No supplemental agreement for additional time or payment will be approved due to the impact on the bidder of complying with these requirements.

1a. Detailed Roadway Plans and Technical Specifications for the Project, which are drawn and are sealed by WSP, and are incorporated into the Contract by reference, may be downloaded at www.huntersville.org/251/Bid-Proposals. If Bidder requires hard copies they can make copies at their own expense.

1b. Detailed Water & Sewer line Plans and Technical Specifications for the Project, which are drawn and are sealed by STV, and are incorporated into the Contract by reference, may be downloaded at www.huntersville.org/251/Bid-Proposals. If Bidder requires hard copies they can make copies at their own expense.

2. Standard Specifications. Those provisions of North Carolina Department of Transportation 2018 Standards for Roads and Structures ("Standard Specifications"), including Divisions 1-17 of the Standard Specifications for Roads and Structures shall be considered as part of the Project Specification and are hereby incorporated by reference as part of the Contract. To the extent that the terms of the Contract Proposal modify the terms of the Standard Specifications or the extent that there is a conflict between the terms of the Contract Proposal and the Standard Specifications, the terms of the Contract Proposal shall control.
Whenever the terms of the Contract Proposal or any of the contract documents, reference the Standard Specifications, the intended meaning of the terms below shall be as follows:

"State", "Department", or "Department of Transportation" shall be deemed to refer to "Town of Huntersville, the State of North Carolina, or the Department of Transportation," depending upon the following:

a. References to indemnification by the Contractor, or any subcontractor or lower-tiered subcontractor, or materials supplier, shall be deemed to refer to indemnification of the "Town of Huntersville, the State of North Carolina, and the Department of Transportation, including the employees and governing board members of each."

b. References to exclusions of warranties by the Department shall be deemed to refer to exclusions of warranties by the "Town of Huntersville, the State of North Carolina, and the Department of Transportation,"

c. References to approvals required by the terms of the specifications, shall be deemed to refer to the Town of Huntersville <u>and</u> the Department of Transportation, or their authorized designee,

d. References to testing of materials, supplies, and the work shall be deemed to refer to the Town of Huntersville <u>or</u> the Department of Transportation, or their authorized designee.

e. References to a supplement agreement shall be deemed to refer to the Town of Huntersville if referencing the parties to the Supplemental Agreement, and shall be deemed to refer to both the Town of Huntersville and the Department of Transportation or their authorized designee.

f. References to ownership or control of the right of way, easements, temporary easements shall be deemed to refer to the Town of Huntersville or the North Carolina Department depending upon who actually owns, holds or controls the right of way, easement or temporary easement.

g. References to duties for contract administration requirements shall be deemed to refer to the "Town of Huntersville or its authorized designee".

h. References to forms and required documents for submission by the Contractor or a subcontractor shall be deemed to refer to forms and required documents of the North Carolina Department of Transportation, unless specifically referenced otherwise or provided in the Contract Proposal.

i. References to any part of the bidding process shall be deemed to refer to the "Town of Huntersville."

j. References to being pre-qualified shall refer to being prequalified by the "Department of Transportation."

k. References to naming as an additional insured shall be deemed to require that the Town of Huntersville, the State of North Carolina, the North Carolina Department of

Transportation, and the Federal Highway Administration be named as an additional insured.

l. All other references shall be deemed to refer to the "Town of Huntersville, unless the use of the term is customarily a reference to the North Carolina Department of Transportation in locally administered projects receiving federal aid."

"Board" or "Board of Transportation" shall be replaced with the words "Town of Huntersville"

"Engineer", "Resident Engineer", or "District Engineer" shall be replaced by the "Town Director of Public Works or his/her duly authorized representative". Notwithstanding the foregoing, nothing herein shall be deemed to preclude the Town Director of Public Works from seeking additional approvals or input from the North Carolina Department of Transportation's engineers. Where State or Federal laws, rules or regulations require approvals of the North Carolina Department of Transportation's engineers for locally administered projects, such approvals under the Contract Documents shall not be deemed complete until such required approvals by NCDOT's engineers have been obtained.

"Sampling and testing by Department" shall be replaced by the words "inspection by the Department or the Town of Huntersville or their duly authorized representative as required by State and Federal laws, rules and regulations for locally administered projects".

"Inspection by Department" shall be replaced by the words "inspection by the Department of Transportation and the Town of Huntersville or their duly authorized representative as required by State and Federal laws, rules and regulations for locally administered projects".

3. The bid form furnished by TOWN OF HUNTERSVILLE with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID FORM FROM THE PROPOSAL! Again, all papers bound with the proposal are necessary parts thereof and shall not be detached, taken apart or altered. The proposal includes the printed contract forms and signature sheets for execution by both parties to the contract. In the event the bidder is awarded the contract, execution of the bid by the bidder is considered the same as execution of the contract.**

4. Bids must be submitted in paper form. Electronic bids are NOT permitted. Electronic bid bonds are not permitted. Any references to electronic bids or electronic bid bonds in the Contract Proposal, including items incorporated by reference, shall not be applicable to this project.

5. BIDDERS MUST INCLUDE SALES TAXES, IF ANY IS EXPECTED TO BE PAID IN PERFORMANCE OF THE WORK, IN UNIT PRICING. The successful contractor will be required to submit a separate schedule of sales taxes actually paid as part of all requests for payment.

6. All bid bonds must be submitted in a sealed envelope. The sealed envelope must contain the required bid security (bid bond or certified check in the amount not less than 5% of the total bid). Reference is made to paragraph 7 below.

7. All bids must be submitted as a Two-Envelope Bidding Procedure. In this procedure the first sealed envelope contains the complete proposal package, addressed "U-5908 - Bid Proposal, DO NOT OPEN until bid date" and the second sealed envelope contains the completed bid bond, addressed "U-5908 - Bid Bond, DO NOT OPEN until bid date". Both these sealed envelopes are enclosed together in an outer single envelope, addressed:

> **"QUOTATION FOR – U-5809 MAIN STREET FROM MT. HOLLY-HUNTERSVILLE ROAD SR 2004 TO RAMAH CHURCH RD SR 2439 MECKLENBURG COUNTY TO BE OPENED AT 3:00 PM ON FRIDAY, MARCH 26, 2021"**

8. All entries on the bid form, including signatures, shall be written in ink.

9. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures. ***Unit prices must be limited to TWO decimal places.***

10. An amount bid shall be entered on the bid form for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item and shall be written in figures in the "Amount Bid" column of the form.

11. The total amount bid shall be written in figures in the proper place on the bid form. The total amount shall be determined by adding the amounts bid for each item.

12. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use "White Out" or similar product to make corrections.

13. The bid shall be properly executed. All bids shall show the following information:

a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.

b. Name of individual or representative submitting bid and position or title.

c. Name, signature, and position or title of witness.

d. Federal Identification Number

e. Contractor's License Number (If available)

14. Bids submitted by corporations shall bear the seal of the corporation.

15. The bid shall not contain any unauthorized additions, deletions, or conditional bids.

16. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

17. All bidders shall comply with all applicable laws regulating the practice of general contracting as contained in Chapter 87 of the General Statutes of North Carolina which requires the bidder to be licensed by the N.C. licensing board for contractors when bidding on any non-federal aid project where the bid is $30,000 or more, except for certain specialty work as determined by the licensing board. Bidders shall also comply with all other applicable laws regulating the practices of electrical, plumbing, heating and air conditioning and refrigeration contracting as contained in Chapter 87 of the General Statutes of North Carolina. Notwithstanding these limitations on bidding, the bidder who is awarded any federal-aid funded project shall comply with Chapter 87 of the General Statutes of North Carolina for licensing requirements within 60 calendar days of bid opening.

18. Before submitting his bid, the Contractor shall make his own determination as to the nature and extent of the utility facilities, including proposed adjustments, new facilities, or temporary work to be performed by the utility owner or his representative; and as to whether or not any utility work is planned by the owner in conjunction with the project construction. The Contractor shall consider in his bid all of the permanent and temporary utility facilities in their present or relocated positions, whether or not specifically shown in the plans or covered in the project special provisions. It will be the Contractor's responsibility to anticipate any additional costs to him resulting from such utility work and to reflect these costs in his bid for the various items in the contract.

19. Submission of a bid shall be deemed a certification by the Contractor that their bid is made without collusion or fraud and that they have not offered or received any kickbacks or inducement from any other supplier, manufacturer or subcontractor in connection with their offer, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, deposit of moneys, services or anything of more than normal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

20. Withdrawal of bids shall be governed by N.C.G.S. § 143-129-1.

21. A FULLY EXECUTED AND NOTARIZED CONTRACT PROPOSAL WITH THE BID FORM STILL ATTACHED, SEALED IN COMPLIANCE WITH PARAGRAPH 7 ABOVE, MUST BE DELIVERED TO AND RECEIVED IN THE TOWN OF HUNTERSVILLE RECREATION CENTER, 11836 VERHOEFF DRIVE, HUNTERSVILLE, NC 28078, BY 3:00 PM ON FRIDAY, MARCH 26, 2021 Combination bids pursuant to Section 102-6 of the Standard Specifications for Roads and Structures WILL NOT BE ACCEPTED. Incomplete bid forms will be ineligible for consideration.

22. There is no subsurface investigation report available for this project (ref. Section 102-7 of the Standard Specifications for Roads and Structures).

23. The execution of all Contract Proposals must be notarized as required by Section 102-7(A)(8)(f), otherwise the Contract Proposal will be ineligible for consideration.

24. The Contract Proposal must include a fully signed Non-Collusion Certification, Debarment Certification and Gift Ban Certification by the Bidder. The successful bidder will also be required to submit these same certifications signed by lower tier participants as required by Section 102-9 of the Standard Specifications for Roads and Structures prior to their performing any portion of the work or provisions of any materials, goods or services for the Project.

25. All Bidders are put on notice to carefully read this Contract Proposal, the Standard Specifications for Roads and Structures and all Special Provisions as to all requirements for bids, and the requirements of the successful bidder, including but not limited to Section 1.8 of the Project Special Provisions, Utility Construction.

26. Where requirements for submitting a bid contained in these Instructions to Bidders conflict with requirements of the Standard Specifications for Roads and Structures, these Instructions to Bidders shall control.

27. If delivered by mail, the bidder assumes all responsibility for making sure that their bid is received by the Town of Huntersville on or before the bid opening date and time, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

TOWN OF HUNTERSVILLE

Attn: Kevin Fox, P.E.

PO BOX 664

HUNTERSVILLE, NC 28078

28. Attendance at the pre-bid meeting is mandatory. Failure to attend will disqualify a bidder from submitting a bid. Questions answered at the pre-bid meeting will be put out in an addendum.

In order for all prospective bidders to have an extensive knowledge of the project, all prospective bidders shall attend a mandatory pre-bid conference at 3:00 PM on Tuesday March 16, 2021 in the Huntersville Recreation Center, 11836 Verhoeff Drive, Huntersville, NC 28078.

The pre-bid conference will include a thorough discussion of the plans, contract pay items, special provisions, etc.

Only bidders who have attended and properly registered at the above scheduled pre-bid conference and who have met all other prequalification requirements will be considered prequalified to bid on this project. A bid received from a bidder who has not attended and properly registered at the above scheduled pre-bid conference will not be accepted and considered for award.

Attendance at the pre-bid conference will not meet the requirements of proper registration unless the individual attending has registered at the pre-bid conference in accordance with the following:

(A) The individual has signed his name on the official roster no later than 30 minutes after the above noted time for the beginning of the conference.
(B) The individual has written in the name and address of the company he or she represents.
(C) Only one company has been shown as being represented by the individual attending.
(D) The individual attending is an officer or permanent employee of the company they are representing.

Attendance at any prior pre-bid conference will not meet the requirement of this provision.

29. Questions arising during the bid period must be in writing and addressed to the Town Director of Public Works. Email constitutes "in writing". All questions answered will be put out in the form of an addendum. The deadline for submitting questions is 5pm on Friday, March 19, 2021.

30. Bids will not be opened if less than three bids are received by the time for opening of the bids.

31. All addenda to the Contract Proposal will be posted on the Town's web site. Acknowledgement of the receipt of all addenda on the Contract Proposal is mandatory. Failure to acknowledge the receipt of all addenda will render a bid ineligible for consideration.

32. The successful Bidder (Contractor) bears all risk of loss on the work performed until such time as it has been accepted by the Town and the North Carolina Department of Transportation.

33. The bids will be publicly opened and read aloud in accordance with applicable law on FRIDAY MARCH 26, 2021 at 3:00 pm in the Huntersville Recreation Center at 11836 Verhoeff Drive, Huntersville, NC 28078.

34. THE TOWN OF HUNTERSVILLE RESERVES THE RIGHT, WITHOUT ASSIGNING ANY REASON, TO REJECT ANY ALL BID PROPOSALS RECEIVED, AT ANYTIME, AND TO WAIVE MINOR INFORMALITIES.

35. Disputes arising for the Project will be governed by the Town's RULES IMPLEMENTING MEDIATED SETTLEMENT CONFERENCES IN TOWN OF HUNTERSVILLE CONSTRUCTION PROJECTS, incorporated herein by reference. Copies are available at the Huntersville Public Works Department.

36. Verification of Work Authorization. The Firm shall comply with, and require all contractors and subcontractors to comply with, the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," sometimes known as E-verify for all contractors and subcontractors.

37. Iran Divestment List. With the execution hereof, Firm, certifies that they are not on the Iran Final Divestment List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-

86.58, and will not contract with anyone on such List in performance of the work hereunder.

38. Construction Engineering and Inspection Services, as well as Contract Administration services may be provided by a third party professional engineering firm. In performance of the Work, Contractor shall provide all such information as is reasonably requested by the Town in order to allow the Town to evaluate the Work being performed for quality of the Work, and for conformance with the Contract requirements. Contractor shall view and respond to all requests for information and direction given by the firm as coming from the Town unless specifically provided otherwise by the Town. Nothwithstanding this, the firm will not have the authority to approve anything required to be approved by the Town and/or NCDOT.

40. No negotiations will be allowed with the apparent low bidder.

41. Payrolls must be received by the Town for the period four weeks in advance of the period payment is being made. Form FHWA-1273 shall be used. Reference is made to the US Department of Transportation's "Labor Compliance Manual".

NCDOT STANDARD NOTES (Federal Aid)

A. *NCDOT Standard Specifications* – The *2018 North Carolina Department of Transportation Standard Specifications for Roads and Structures*, herein referred to as the 'Standard Specifications', and the *2018 Roadway Standard Drawings*, shall apply to all portions of this project except as may be modified by this document.

B. *Bidder Prequalification* - Bidders are required to be prequalified with NCDOT for their specific discipline. Contractors wishing to become prequalified may obtain information through the NCDOT website at:
https://connect.ncdot.gov/business/Pages/default.aspx

C. *Disadvantaged Business Enterprise References* - Since this is a Federal-aid project with DBE participation, only those requirements and goals set forth by NCDOT Goal Setting Committee are applicable. References to any other requirements or to N.C. General Statute 143-128.2 shall not apply to this project. Refer to Special Provision SP1 G63.

D. *Award of Contract* - The contract will be awarded to the lowest responsible, responsive bidder. Alternate items will not be considered in determining the low bidder and will only be evaluated after the award of the contract is made.

E. *Contractor Licensing* – On all Federal-aid contracts, non-licensed contractors are permitted to submit bids, however they must be licensed prior to performing any work. Bidders are permitted 60 days, after bid opening, to become licensed by the North Carolina Licensing Board. If they fail to do so within 60 days, their bid will be considered non-responsive and will be rejected. If the successful bidder does not hold the proper license to perform any plumbing, heating, air conditioning, or electrical work in this contract, he will be required to sublet such work to a contractor properly licensed in accordance with *Article 2 of Chapter 87 of the General Statutes* (licensing of heating, plumbing, and air conditioning contractors) and *Article 4 of Chapter 87 of the General Statutes* (licensing of electrical contractors).

F. *Bonds* - Please note that all Bid Bonds, Payment Bonds, and Performance Bonds required for this project, shall be those found on the NCDOT website. The bonds are located at:

   Bid Bonds (M-5):
   https://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/04%20Bid%20Bonds.doc

   Payment Bonds (M-6):
   https://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/05%20Payment%20Bonds.doc

   Performance Bonds (M-7):
   https://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/06%20Performance%20Bonds.doc

G. *Liability Insurance* – In addition to any insurance requirements as may be required by the Town of Huntersville, the Contractor is obligated to comply with Article 107-15 of the *Standard Specifications* including the dollar limits set forth.

H. *Buy America* – This project shall be governed by the Buy America requirements, for the use of domestic steel and iron products, as outlined in the *Standard Specifications*.

I. *Proprietary Items* - When a proprietary (brand name) product, whether material, equipment or procedure, are specified in the plans or specifications, they are used only to denote the style, type, character, and quality desired of the product. They do not restrict the bidder from proposing other brands, makes, or manufacturers, which are determined to be of equal quality. The approval, or disapproval of those products, will be made by the Engineer prior to allowing those product(s) or material(s) to be incorporated into the work.

J. *Retainage by LGAs* – The Town of Huntersville for this contract will not retain any amount or percentage from progress payments or final estimates due the contractor.

Retainage by Contractors – Contractors are NOT permitted to retain any amount or percentage from monies due their subcontractors or material suppliers on federally funded projects except as permitted by Subarticle 109-4(B) of the *Standard Specifications*.

K. *Traffic Control* –The requirements of the *Manual on Uniform Traffic Control Devices (MUTCD) – FHWA*, as amended by the *NCDOT Supplement to MUTCD*, shall apply. Traffic Control, both vehicular and pedestrian, shall be maintained throughout the project as required by these specifications as modified by the project plans or special provisions.

ALLOWABLE CHANGES TO THE NCDOT 2018 STANDARD SPECIFICATIONS:

1. *Subarticle 102-8(B) Electronic Bids, page 1-15,* delete this section in its entirety.
2. *Subarticle 102-9(C)2 Electronic Bids, page 1-17,* delete this section in its entirety.
3. *Subarticle 102-10 Bid Bond or Bid Deposit, page 1-18,* delete lines 16-27.
4. *Subarticle 102-11 Delivery of Bids, pages 1-18-19,* delete lines 31-32.
5. *Subarticle 102-12(A) Paper Bid, page 1-18*, line 37, the reference to "Contract Officer" shall be changed to "The Town Manager of the Town of Huntersville".
6. *Subarticle 102-12(B) Electronic Bid, pages 1-18 and 19,* delete this section in its entirety.
7. *Subarticle 102-13(B)2 Electronic Bids, page 1-19,* delete this section in its entirety.
8. *Subarticle 103-2(B) Electronic Bids, page 1-22,* delete this section in its entirety.
9. *Subarticle 103-3(A) Criteria for Withdrawal of Bid, page 1-22*, modify the reference *"G.S.136-28.1" to "G.S.143-129.1"*. On page 1-23, in that same subarticle under (5), line 11, modify "State Contract Officer" to "The Town Manager of the Town of Huntersville".
10. *Article 103-7 Contract Bonds, page 1-30,* line 5, modify "14" calendar days to "10" calendar days per *G.S.143-129*.
11. *Article 103-9, Failure to Furnish Contract Bonds, page 1-30,* line 15, modify "14" calendar days to "10" calendar days per *G.S.143-129*.
12. *Article 105-9 Construction Stakes, Lines and Grades, page 1-48,* delete this section in its entirety and substitute the following: "The Municipality will <u>not</u> set the stakes, lines or grades for this project."
13. *Article 108-2, Progress Schedule, page 1-68,* add the following requirement as subarticle (D) on page 1-69: "The municipality may add additional requirements as noted in the bid proposal".
14. *Article 108-3, Preconstruction Conference, page 1-69, line 20,* change "Division Engineer" to "Director of Public Works".
15. *Article 108-4, Construction Conferences, page 1-69,* line 28, change "Resident Engineer" to "Director of Public Works".

PROJECT SPECIAL PROVISIONS (GENERAL)

HISTORIC PROPERTY

Parcels 6 and 7 are on the historic registry. Work in and around these parcels should be completed with extreme care. There shall be no construction vehicles parked on this property unless directly attributed to the work being completed. There shall be no construction vehicles parked on this property over night or over the weekend. All heavy equipment should stay outside of the tree protection fence and drip lines and as far as feasible from the existing trees.

RECORD DRAWINGS

The Contractor shall maintain a continuing record (redlines) showing all changes made during the construction period on a single set of full-size contract drawings. These documents shall be submitted to the Engineer within thirty (30) calendar days of the final walk-through.

PROJECT SCHEDULE

The Contractor shall develop and maintain a project schedule, which shall be used by all involved parties to plan and execute all work required to complete the project. The project schedule will be used by the Town to monitor the project, assess progress, and evaluate the effects of time-related issues on the project.

Following the Notice to Proceed, the Contractor shall attend a Scheduling Conference with the Town of Huntersville Project Manager to discuss the overall plan to accomplish the Work; the detail work plan for the initial one hundred and twenty (120) calendar days; and scheduling information, project specific requirements, and other key issues necessary for the preparation, maintenance and submittal of the project schedule.

Within fifteen (15) days of the Scheduling Conference, the Contractor shall submit to the Town, for its review and approval, a Project Schedule.

(A) A Project Schedule shall show at a minimum:

(1) The detailed activities depicting the sequence and dates for any work planned during the first one-hundred and twenty (120) calendar days, including as applicable project milestones, reviews by the Town and/or Department, and construction activities.

(2) Summary level activities depicting the sequence and general timing for work planned after the first one-hundred and twenty (120) calendar days. At Contractor's discretion, detailed activities may be shown in lieu of summary level activities.

(3) Quantities and dollar value of work associated with each activity for which Contractor expects to receive payment.

(4) The project critical path (based on the longest path).

(B) Schedule Narrative: A Schedule Narrative describing the Contractor's overall plan to accomplish the entire scope of Work and the detailed plan for work planned during the initial one-hundred and twenty (120) calendar days. The narrative shall describe the sequence of work, means and methods, productivity, and other significant scheduling assumptions on which the Project Schedule is based. The narrative shall also describe the project critical path (longest path), work planned during each construction season, and any known or foreseeable issues that may impact the schedule.

(C) Schedule Update Narrative: A Schedule Update Narrative describing the current status of the project, any deviations from scheduled performance, and any changes in Contractor's work plan, and the current work plan for accomplishing the remaining work as of the data date. The Schedule Update Narrative shall include a description of:

(1) The current status of project milestones including a description of any deviations from the date(s) specified in the Contract. If a milestone activity is scheduled to occur later than the date specified in the Contract, provide an explanation stating why the milestone date is forecasted to occur late and any actions taken or proposed to correct the delay.

(2) The current status of the Project in terms of progress earnings percent complete based on the actual total earnings to date relative to the current approved Contract value; as well as any progress deficiencies relative to planned progress as indicated on the Project Schedule. If progress is falling behind, describe reasons for the deficiency and any actions taken or proposed to correct the progress deficiency.

(3) The project critical path and any deviations from the Project Schedule.

(4) The work performed since the previous Schedule Update and any deviations from the work scheduled.

(5) Any major changes in the Contractor's work plan in terms of sequence of construction, shifts, means and methods, manpower, equipment, or materials.

(6) Any changes made to the Project Schedule since the previous submission.

(7) Number of days lost due to adverse weather or other factors during the current update period. Provide a list of the lost days, including a description and start/finish times of the weather event or factor; activities affected and how the activities were affected, and any impacts on the critical path or project milestones. Also, describe any actions taken or proposed to mitigate any resulting delays.

(8) The status of pending issues such as access, permits, conflicts with other related or adjacent work, Work Orders, time extension requests, etc.

(9) Any problems encountered or anticipated since the previous submission, including an explanation of any corrective actions taken or required to mitigate or avoid the effects.

(D) The Project Schedule, Schedule Update Narrative, and Earned Value Schedule shall be maintained continually and submitted monthly.

(E) Earned Value Schedule: An Earned Value Schedule showing Contractor's anticipated monthly earnings for the entire Project shall be submitted with the Project Schedule.

(F) Submit an Anticipated Monthly Payout Schedule prior to beginning construction. The Anticipated Monthly Payout Schedule will be used by the Department to monitor funding levels for this project. Include a monthly percentage breakdown (in terms of the total contract amount) of the work anticipated to be completed. The schedule should begin with the date of Contractor plan to begin construction and end with the anticipated completion date. Submit updates of the Anticipated Monthly Payout Schedule of March 15, June 15, September 15 and December 15 of each calendar year until project acceptance. Submit the original Anticipated Monthly Payout Schedule and all subsequent updates to the Resident Engineer with a copy to the State Construction Engineer at 1 South Wilmington Street, 1543 Mail Service Center, Raleigh, NC 27699-1543.

RAILROAD PRECONSTRUCTION MEETING

Prior to any work within 50 feet of the railroad a preconstruction meeting must be held with the railroad representative and the Town. Contractor will attend a preconstruction meeting with Norfolk-Southern RR upon notice from the Town of the day and time of the meeting, to discuss schedule and preparation for railroad crews.

PERMANENT VEGETATION ESTABLISHMENT:

(2-16-12) (Rev. 10-15-13) 104 SP1 G16

Establish a permanent stand of the vegetation mixture shown in the contract. During the period between initial vegetation planting and final project acceptance, perform all work necessary to establish permanent vegetation on all erodible areas within the project limits, as well as, in borrow and waste pits. This work shall include erosion control device maintenance and installation, repair seeding and mulching, supplemental seeding and mulching, mowing, and fertilizer topdressing, as directed. All work shall be performed in accordance with the applicable section of the *2018 Standard Specifications*. All work required for initial vegetation planting shall be performed as a part of the work necessary for the completion and acceptance of the Intermediate Contract Time (ICT). Between the time of ICT and Final Project acceptance, or otherwise referred to as the vegetation establishment period, the Department will be responsible for preparing the required National Pollutant Discharge Elimination System (NPDES) inspection records.

Once the Engineer has determined that the permanent vegetation establishment requirement has been achieved at an 80% vegetation density (the amount of established vegetation per given area to stabilize the soil) and no erodible areas exist within the project limits, the Contractor will be

notified to remove the remaining erosion control devices that are no longer needed. The Contractor will be responsible for and shall correct any areas disturbed by operations performed in permanent vegetation establishment and the removal of temporary erosion control measures, whether occurring prior to or after placing traffic on the project.

Payment for *Response for Erosion Control, Seeding and Mulching, Repair Seeding, Supplemental Seeding, Mowing, Fertilizer Topdressing, Silt Excavation,* and *Stone for Erosion Control* will be made at contract unit prices for the affected items. Work required that is not represented by contract line items will be paid in accordance with Articles 104-7 or 104-3 of the 2018 Standard Specifications. No additional compensation will be made for maintenance and removal of temporary erosion control items.

DISADVANTAGED BUSINESS ENTERPRISE (LOCAL GOVERNMENT AGENCIES):

(10-16-07)(Rev. 1-15-19) 102-15(J) SP1 G63

Description

The purpose of this Special Provision is to carry out the U.S. Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with Federal funds. This provision is guided by 49 CFR Part 26.

Definitions

Additional DBE Subcontractors - Any DBE submitted at the time of bid that will not be used to meet the DBE goal. No submittal of a Letter of Intent is required.

Committed DBE Subcontractor - Any DBE submitted at the time of bid that is being used to meet the DBE goal by submission of a Letter of Intent. Or any DBE used as a replacement for a previously committed DBE firm.

Contract Goal Requirement - The approved DBE participation at time of award, but not greater than the advertised contract goal.

DBE Goal - A portion of the total contract, expressed as a percentage, that is to be performed by committed DBE subcontractor(s).

Disadvantaged Business Enterprise (DBE) - A firm certified as a Disadvantaged Business Enterprise through the North Carolina Unified Certification Program.

Goal Confirmation Letter - Written documentation from **TOWN OF HUNTERSVILLE** to the bidder confirming the Contractor's approved, committed DBE participation along with a listing of the committed DBE firms.

Local Government Agencies (LGA) - The entity letting the contract.

Manufacturer - A firm that operates or maintains a factory or establishment that produces on the premises, the materials or supplies obtained by the Contractor.

Regular Dealer - A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. A regular dealer engages in, as its principal business and in its own name, the purchase and sale or lease of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns and operates distribution equipment for the products. Brokers and packagers are not regarded as manufacturers or regular dealers within the meaning of this section.

Replacement / Substitution – A full or partial reduction in the amount of work subcontracted to a committed (or an approved substitute) DBE firm.

North Carolina Unified Certification Program (NCUCP) - A program that provides comprehensive services and information to applicants for DBE certification, such that an applicant is required to apply only once for a DBE certification that will be honored by all recipients of USDOT funds in the state and not limited to the Department of Transportation only. The Certification Program is in accordance with 49 CFR Part 26.

Standard Specifications - The general term comprising all directions, provisions, and requirements contained or referred to in the *North Carolina Department of Transportation Standard Specifications for Roads and Structures* and any subsequent revisions or additions to such book.

United States Department of Transportation (USDOT) - Federal agency responsible for issuing regulations (49 CFR Part 26) and official guidance for the DBE program.

Forms and Websites Referenced in this Provision

DBE Payment Tracking System - On-line system in which the Contractor enters the payments made to DBE subcontractors who have performed work on the project. https://apps.dot.state.nc.us/Vendor/PaymentTracking/

DBE-IS *Subcontractor Payment Information* - Form for reporting the payments made to all DBE firms working on the project. This form is for paper bid projects only. https://connect.ncdot.gov/business/Turnpike/Documents/Form%20DBE-IS%20Subcontractor%20Payment%20Information.pdf

RF-1 *DBE Replacement Request Form* - Form for replacing a committed DBE. http://connect.ncdot.gov/projects/construction/Construction%20Forms/DBE%20MBE%20WBE%20Replacement%20Request%20Form.pdf

SAF *Subcontract Approval Form* - Form required for approval to sublet the contract. http://connect.ncdot.gov/projects/construction/Construction%20Forms/Subcontract%20Approval%20Form%20Rev.%202012.zip

JC-1 *Joint Check Notification Form* - Form and procedures for joint check notification. The form acts as a written joint check agreement among the parties providing full and prompt disclosure of the expected use of joint checks.
http://connect.ncdot.gov/projects/construction/Construction%20Forms/Joint%20Check%20Notification%20Form.pdf

Letter of Intent - Form signed by the Contractor and the DBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed DBE for the estimated amount (based on quantities and unit prices) listed at the time of bid.
http://connect.ncdot.gov/letting/LetCentral/Letter%20of%20Intent%20to%20Perform%20as%20a%20Subcontractor.pdf

Listing of DBE Subcontractors Form - Form for entering DBE subcontractors on a project that will meet this DBE goal. This form is for paper bids only.
http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/08%20DBE%20Subcontractors%20(Federal).docx

Subcontractor Quote Comparison Sheet - Spreadsheet for showing all subcontractor quotes in the work areas where DBEs quoted on the project. This sheet is submitted with good faith effort packages.
http://connect.ncdot.gov/business/SmallBusiness/Documents/DBE%20Subcontractor%20Quote%20Comparison%20Example.xls

DBE Goal

The following DBE goal for participation by Disadvantaged Business Enterprises is established for this contract:

Disadvantaged Business Enterprises 6**%**

(A) *If the DBE goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that DBEs participate in at least the percent of the contract as set forth above as the DBE goal.

(B) *If the DBE goal is zero*, the Contractor shall make an effort to recruit and use DBEs during the performance of the contract. Any DBE participation obtained shall be reported to **TOWN OF HUNTERSVILLE**.

Directory of Transportation Firms (Directory)

Real-time information is available about firms doing business with the NCDOT and firms that are certified through NCUCP in the Directory of Transportation Firms. Only firms identified in the Directory as DBE certified shall be used to meet the DBE goal. The Directory can be found at the following link. https:// www.ebs.nc.gov/VendorDirectory/default.html

The listing of an individual firm in the directory shall not be construed as an endorsement of the firm's capability to perform certain work.

Listing of DBE Subcontractors

At the time of bid, bidders shall submit all DBE participation that they anticipate to use during the life of the contract. Only those identified to meet the DBE goal will be considered committed, even though the listing shall include both committed DBE subcontractors and additional DBE subcontractors. Additional DBE subcontractor participation submitted at the time of bid will be used toward the overall race-neutral goal. Only those firms with current DBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of DBE participation. The Contractor shall indicate the following required information:

(A) *If the DBE goal is more than zero,*

(1) Bidders, at the time the bid proposal is submitted, shall submit a listing of DBE participation, including the names and addresses on *Listing of DBE Subcontractors* contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the DBE participation for the contract.

(2) If bidders have no DBE participation, they shall indicate this on the *Listing of DBE Subcontractors* by entering the word "None" or the number "0." This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation**. Bids submitted that do not have DBE participation indicated on the appropriate form will not be read publicly during the opening of bids. **TOWN OF HUNTERSVILLE** will not consider these bids for award and the proposal will be rejected.

(3) The bidder shall be responsible for ensuring that the DBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that DBE's participation will not count towards achieving the DBE goal.

(B) *If the DBE goal is zero,* entries on the *Listing of DBE Subcontractors* are not required, however any DBE participation that is achieved during the project shall be reported in accordance with requirements contained elsewhere in the special provision.

DBE Prime Contractor

When a certified DBE firm bids on a contract that contains a DBE goal, the DBE firm is responsible for meeting the goal or making good faith efforts to meet the goal, just like any other bidder. In most cases, a DBE bidder on a contract will meet the DBE goal by virtue of the work it performs on the contract with its own forces. However, all the work that is performed by the DBE bidder and any other DBE subcontractors will count toward the DBE goal. The DBE bidder shall list itself along with any DBE subcontractors, if any, in order to receive credit toward the DBE goal.

For example, if the DBE goal is 45% and the DBE bidder will only perform 40% of the contract work, the prime will list itself at 40%, and the additional 5% shall be obtained through additional DBE participation with DBE subcontractors or documented through a good faith effort.

DBE prime contractors shall also follow Sections A or B listed under *Listing of DBE Subcontractor* just as a non-DBE bidder would.

Written Documentation – Letter of Intent

The bidder shall submit written documentation for each DBE that will be used to meet the DBE goal of the contract, indicating the bidder's commitment to use the DBE in the contract. This documentation shall be submitted on the NCDOT's form titled *Letter of Intent*.

The documentation shall be received in the office of the **TOWN OF HUNTERSVILLE** no later than 2:00 p.m. of the fifth calendar day following opening of bids, unless the fifth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the **Construction Engineer** no later than 10:00 a.m. on the next official state business day.

If the bidder fails to submit the Letter of Intent from each committed DBE to be used toward the DBE goal, or if the form is incomplete (i.e. both signatures are not present), the DBE participation will not count toward meeting the DBE goal. If the lack of this participation drops the commitment below the DBE goal, the Contractor shall submit evidence of good faith efforts, completed in its entirety, to the **Construction Engineer** no later than 2:00 p.m. on the eighth calendar day following opening of bids, unless the eighth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the **Construction Engineer** no later than 10:00 a.m. on the next official state business day.

Submission of Good Faith Effort

If the bidder fails to meet or exceed the DBE goal, the apparent lowest responsive bidder shall submit to **TOWN OF HUNTERSVILLE** documentation of adequate good faith efforts made to reach the DBE goal.

One complete set and **3** copies of this information shall be received in the office of the **Construction Engineer** no later than 2:00 p.m. of the fifth calendar day following opening of bids, unless the fifth day falls on Saturday, Sunday or an official state holiday. In that situation,

it is due in the office of the **Construction Engineer** no later than 10:00 a.m. on the next official state business day.

Note: Where the information submitted includes repetitious solicitation letters, it will be acceptable to submit a representative letter along with a distribution list of the firms that were solicited. Documentation of DBE quotations shall be a part of the good faith effort submittal. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

Consideration of Good Faith Effort for Projects with DBE Goals More Than Zero

Adequate good faith efforts mean that the bidder took all necessary and reasonable steps to achieve the goal which, by their scope, intensity, and appropriateness, could reasonably be expected to obtain sufficient DBE participation. Adequate good faith efforts also mean that the bidder actively and aggressively sought DBE participation. Mere *pro forma* efforts are not considered good faith efforts.

TOWN OF HUNTERSVILLE will consider the quality, quantity, and intensity of the different kinds of efforts a bidder has made. Listed below are examples of the types of actions a bidder will take in making a good faith effort to meet the goal and are not intended to be exclusive or exhaustive, nor is it intended to be a mandatory checklist.

(A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the DBEs to respond to the solicitation. Solicitation shall provide the opportunity to DBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

(B) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved.

(1) Where appropriate, break out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

(2) Negotiate with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be sublet includes potential for DBE participation (2nd and 3rd tier subcontractors).

(C) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(D) (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

(E) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.

(F) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.

(G) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

(H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs. Contact within 7 days from the bid opening NCDOT's Business Opportunity and Work Force Development Unit at BOWD@ncdot.gov to give notification of the bidder's inability to get DBE quotes.

(I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the DBE goal.

In addition, **TOWN OF HUNTERSVILLE** may take into account the following:

(1) Whether the bidder's documentation reflects a clear and realistic plan for achieving the DBE goal.

(2) The bidders' past performance in meeting the DBE goals.

(3) The performance of other bidders in meeting the DBE goal. For example, when the apparent successful bidder fails to meet the DBE goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the DBE goal, but meets or exceeds the average DBE participation obtained by other bidders, **TOWN OF HUNTERSVILLE** may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made a good faith effort.

If **TOWN OF HUNTERSVILLE** does not award the contract to the apparent lowest responsive bidder, **TOWN OF HUNTERSVILLE** reserves the right to award the contract to the next lowest responsive bidder that can satisfy to **TOWN OF HUNTERSVILLE** that the DBE goal can be met or that an adequate good faith effort has been made to meet the DBE goal.

Non-Good Faith Appeal

The **Construction Engineer** will notify the contractor verbally and in writing of non-good faith. A contractor may appeal a determination of non-good faith made by the Goal Compliance Committee. If a contractor wishes to appeal the determination made by the Committee, they shall provide written notification to the **Construction Engineer**. The appeal shall be made within 2 business days of notification of the determination of non-good faith.

Counting DBE Participation Toward Meeting DBE Goal

(A) Participation

The total dollar value of the participation by a committed DBE will be counted toward the contract goal requirement. The total dollar value of participation by a committed DBE will be based upon the value of work actually performed by the DBE and the actual payments to DBE firms by the Contractor.

(B) Joint Checks

Prior notification of joint check use shall be required when counting DBE participation for services or purchases that involves the use of a joint check. Notification shall be through submission of Form JC-1 *(Joint Check Notification Form)* and the use of joint checks shall be in accordance with the NCDOT's Joint Check Procedures.

(C) Subcontracts (Non-Trucking)

A DBE may enter into subcontracts. Work that a DBE subcontracts to another DBE firm may be counted toward the contract goal requirement. Work that a DBE subcontracts to a non-DBE firm does not count toward the contract goal requirement. If a DBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, it shall be presumed that the DBE is not performing a commercially useful function. The DBE may present evidence to rebut this presumption to **TOWN OF HUNTERSVILLE**. **TOWN OF HUNTERSVILLE**'s decision on the rebuttal of this presumption is subject to review by the Federal Highway Administration but is not administratively appealable to USDOT.

(D) Joint Venture

When a DBE performs as a participant in a joint venture, the Contractor may count toward its contract goal requirement a portion of the total value of participation with the DBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the DBE performs with its forces.

(E) Suppliers

A contractor may count toward its DBE requirement 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from a DBE regular dealer and 100 percent of such expenditures from a DBE manufacturer.

(F) Manufacturers and Regular Dealers

A contractor may count toward its DBE requirement the following expenditures to DBE firms that are not manufacturers or regular dealers:

(1) The fees or commissions charged by a DBE firm for providing a *bona fide* service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.

(2) With respect to materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Commercially Useful Function

(A) DBE Utilization

The Contractor may count toward its contract goal requirement only expenditures to DBEs that perform a commercially useful function in the work of a contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, **TOWN OF HUNTERSVILLE** will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and any other relevant factors.

(B) DBE Utilization in Trucking

The following factors will be used to determine if a DBE trucking firm is performing a commercially useful function:

(1) The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting DBE goals.

(2) The DBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

(3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

(4) The DBE may subcontract the work to another DBE firm, including an owner-operator who is certified as a DBE. The DBE who subcontracts work to another DBE receives credit for the total value of the transportation services the subcontracted DBE provides on the contract.

(5) The DBE may also subcontract the work to a non-DBE firm, including from an owner-operator. The DBE who subcontracts the work to a non-DBE is entitled to credit for the total value of transportation services provided by the non-DBE subcontractor not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under

subcontract agreements between the DBE and the Contractor will not count towards the DBE contract requirement.

(6) A DBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the DBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. This type of lease may count toward the DBE's credit as long as the driver is under the DBE's payroll.

(7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the DBE that they are subcontracted/leased to and their own company name if it is not identified on the truck itself. Magnetic door signs are not permitted.

DBE Replacement

When a Contractor has relied on a commitment to a DBE subcontractor (or an approved substitute DBE subcontractor) to meet all or part of a contract goal requirement, the contractor shall not terminate the DBE subcontractor for convenience. This includes, but is not limited to, instances in which the Contractor seeks to perform the work of the terminated subcontractor with another DBE subcontractor, a non-DBE subcontractor, or with the Contractor's own forces or those of an affiliate.

The Contractor must give notice in writing both by certified mail and email to the DBE subcontractor, with a copy to the **Construction Engineer** of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor must give the DBE subcontractor five (5) business days to respond to the Contractor's Notice of Intent to Request Termination and/or Substitution. If the DBE subcontractor objects to the intended termination/substitution, the DBE, within five (5) business days must advise the Contractor and the **TOWN OF HUNTERSVILLE** of the reasons why the action should not be approved. The five-day notice period shall begin on the next business day after written notice is provided to the DBE subcontractor.

A committed DBE subcontractor may only be terminated after receiving the **TOWN OF HUNTERSVILLE**'s written approval based upon a finding of good cause for the proposed termination and/or substitution. For purposes of this section, good cause shall include the following circumstances:

(a) The listed DBE subcontractor fails or refuses to execute a written contract;
(b) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
(c) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;

(d) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
(e) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
(f) The listed DBE subcontractor is not a responsible contractor;
(g) The listed DBE voluntarily withdraws from the project and provides written notice of withdrawal;
(h) The listed DBE is ineligible to receive DBE credit for the type of work required;
(i) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
(j) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

The Contractor shall comply with the following for replacement of a committed DBE:

(A) Performance Related Replacement

When a committed DBE is terminated for good cause as stated above, an additional DBE that was submitted at the time of bid may be used to fulfill the DBE commitment. A good faith effort will only be required for removing a committed DBE if there were no additional DBEs submitted at the time of bid to cover the same amount of work as the DBE that was terminated.

If a replacement DBE is not found that can perform at least the same amount of work as the terminated DBE, the Contractor shall submit a good faith effort documenting the steps taken. Such documentation shall include, but not be limited to, the following:

(1) Copies of written notification to DBEs that their interest is solicited in contracting the work defaulted by the previous DBE or in subcontracting other items of work in the contract.

(2) Efforts to negotiate with DBEs for specific subbids including, at a minimum:

(a) The names, addresses, and telephone numbers of DBEs who were contacted.
(b) A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.

(3) A list of reasons why DBE quotes were not accepted.

(4) Efforts made to assist the DBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.

(B) Decertification Replacement

(1) When a committed DBE is decertified by the NCDOT after the SAF (*Subcontract Approval Form*) has been received by the **TOWN OF HUNTERSVILLE**, the **TOWN OF HUNTERSVILLE** will not require the Contractor to solicit replacement DBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.

(2) When a committed DBE is decertified prior to the **TOWN OF HUNTERSVILLE** receiving the SAF (*Subcontract Approval Form*) for the named DBE firm, the Contractor shall take all necessary and reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work to meet the DBE goal requirement. If a DBE firm is not found to do the same amount of work, a good faith effort must be submitted to **Construction Engineer** (see A herein for required documentation).

All requests for replacement of a committed DBE firm shall be submitted to the **Construction Engineer** for approval on Form RF-1 *(DBE Replacement Request)*. If the Contractor fails to follow this procedure, the Contractor may be disqualified from further bidding for a period of up to 6 months

Changes in the Work

When the **Construction Engineer** makes changes that result in the reduction or elimination of work to be performed by a committed DBE, the Contractor will not be required to seek additional participation. When the **Construction Engineer** makes changes that result in additional work to be performed by a DBE based upon the Contractor's commitment, the DBE shall participate in additional work to the same extent as the DBE participated in the original contract work.

When the **Construction Engineer** makes changes that result in extra work, which has more than a minimal impact on the contract amount, the Contractor shall seek additional participation by DBEs unless otherwise approved by the **Construction Engineer**.

When the **Engineer** makes changes that result in an alteration of plans or details of construction, and a portion or all of the work had been expected to be performed by a committed DBE, the Contractor shall seek participation by DBEs unless otherwise approved by the **Construction Engineer**.

When the Contractor requests changes in the work that result in the reduction or elimination of work that the Contractor committed to be performed by a DBE, the Contractor shall seek additional participation by DBEs equal to the reduced DBE participation caused by the changes.

Reports and Documentation

A SAF (*Subcontract Approval Form*) shall be submitted for all work which is to be performed by a DBE subcontractor. **TOWN OF HUNTERSVILLE** reserves the right to require copies of actual subcontract agreements involving DBE subcontractors.

When using transportation services to meet the contract commitment, the Contractor shall submit a proposed trucking plan in addition to the SAF. The plan shall be submitted prior to beginning construction on the project. The plan shall include the names of all trucking firms proposed for use, their certification type(s), the number of trucks owned by the firm, as well as the individual truck identification numbers, and the line item(s) being performed.

Within 30 calendar days of entering into an agreement with a DBE for materials, supplies or services, not otherwise documented by the SAF as specified above, the Contractor shall furnish the **Construction Engineer** a copy of the agreement. The documentation shall also indicate the percentage (60% or 100%) of expenditures claimed for DBE credit.

Reporting Disadvantaged Business Enterprise Participation

The Contractor shall provide the **Construction Engineer** with an accounting of payments made to all DBE firms, including material suppliers and contractors at all levels (prime, subcontractor, or second tier subcontractor). This accounting shall be furnished to the **Construction Engineer** for any given month by the end of the following month. Failure to submit this information accordingly may result in the following action:

(A) Withholding of money due in the next partial pay estimate; or

(B) Removal of an approved contractor from the prequalified bidders' list or the removal of other entities from the approved subcontractors list.

While each contractor (prime, subcontractor, 2nd tier subcontractor) is responsible for accurate accounting of payments to DBEs, it shall be the prime contractor's responsibility to report all monthly and final payment information in the correct reporting manner.

Failure on the part of the Contractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from further bidding until the required information is submitted.

Failure on the part of any subcontractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from being approved for work on future projects until the required information is submitted.

Contractors reporting transportation services provided by non-DBE lessees shall evaluate the value of services provided during the month of the reporting period only.

At any time, the **Construction Engineer** can request written verification of subcontractor payments.

The Contractor shall report the accounting of payments on the NCDOT's DBE-IS *(Subcontractor Payment Information)* with each invoice. Invoices will not be processed for payment until the DBE-IS is received.

Failure to Meet Contract Requirements

Failure to meet contract requirements in accordance with Subarticle 102-15(J) of the *2018 Standard Specifications* may be cause to disqualify the Contractor.

CERTIFICATION FOR FEDERAL-AID CONTRACTS:

(3-21-90) SP1 G85

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(B) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by *Section 1352, Title 31, U.S. Code*. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

RESTRICTIONS ON ITS EQUIPMENT AND SERVICES:

(11-17-20) SP01 G090

All telecommunications, video or other ITS equipment or services installed or utilized on this project must be in conformance with UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS **2 CFR, § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.**

USE OF UNMANNED AIRCRAFT SYSTEM (UAS):

(8-20-19) SP01 G092

The Contractor shall adhere to all Federal, State and Local regulations and guidelines for the use of Unmanned Aircraft Systems (UAS). This includes but is not limited to US 14 CFR Part 107 *Small UAS Rule*, NC GS 15A-300.2 *Regulation of launch and recovery sites,* NC GS 63-95 *Training required for the operation of unmanned aircraft systems*, NC GS 63-96 *Permit required for commercial operation of unmanned aircraft system,* and NCDOT UAS Policy. The required operator certifications include possessing a current Federal Aviation Administration (FAA) Remote Pilot Certificate, a NC UAS Operator Permit as well as operating a UAS registered with the FAA.

Prior to beginning operations, the Contractor shall complete the NCDOT UAS – Flight Operation Approval Form and submit it to the Engineer for approval. All UAS operations shall be approved by the Engineer prior to beginning the operations.

All contractors or subcontractors operating UAS shall have UAS specific general liability insurance to cover all operations under this contract.

The use of UAS is at the Contractor's discretion. No measurement or payment will be made for the use of UAS. In the event that the Department directs the Contractor to utilize UAS, payment will be in accordance with Article 104-7 Extra Work.

U.S. DEPARTMENT OF TRANSPORTATION HOTLINE:

(11-22-94) 108-5 SP1 G100

To report bid rigging activities call: **1-800-424-9071**

The U.S. Department of Transportation (DOT) operates the above toll-free hotline Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the hotline to report such activities.

The hotline is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

CARGO PREFERENCE ACT:

(2-16-16)

Privately owned United States-flag commercial vessels transporting cargoes are subject to the Cargo Preference Act (CPA) of 1954 requirements and regulations found in 46 CFR 381.7. Contractors are directed to clause (b) of 46 CFR 381.7 as follows:

(b) Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor agrees-

"(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

TWELVE MONTH GUARANTEE – LGA Projects

(10-7-13) 108 SP1 G146

(A) The Contractor shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to **Town of Huntersville**. The Contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of **Town of Huntersville**, and/or for use in excess of the design.

(B) Where items of equipment or material carry a manufacturer's guarantee for any period in excess of twelve months, then the manufacturer's guarantee shall apply for that particular piece of equipment or material. **Town of Huntersville**'s first remedy shall be through the manufacturer although the Contractor is responsible for invoking the warranted repair work with the manufacturer. The Contractor's responsibility shall be limited to the term of the manufacturer's guarantee. **Town of Huntersville** would be afforded the same warranty as provided by the Manufacturer.

This guarantee provision shall be invoked only for major components of work in which the Contractor would be wholly responsible for under the terms of the contract. Examples would include pavement structures, bridge components, and sign structures. This provision will not be used as a mechanism to force the Contractor to return to the project to make repairs or perform additional work that **Town of Huntersville** would normally compensate the Contractor for. In addition, routine maintenance activities (i.e. mowing grass, debris removal, ruts in earth shoulders,) are not parts of this guarantee.

Appropriate provisions of the payment and/or performance bonds shall cover this guarantee for the project.

EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION:

(1-16-07) (Rev 12-15-20) 105-16, 225-2, 16 SP1 G180

General

Schedule and conduct construction activities in a manner that will minimize soil erosion and the resulting sedimentation and turbidity of surface waters. Comply with the requirements herein regardless of whether or not a National Pollution discharge Elimination System (NPDES) permit for the work is required.

Establish a chain of responsibility for operations and subcontractors' operations to ensure that the *Erosion and Sediment Control/Stormwater Pollution Prevention Plan* is implemented and maintained over the life of the contract.

(A) *Certified Supervisor* - Provide a certified Erosion and Sediment Control/Stormwater Supervisor to manage the Contractor and subcontractor operations, insure compliance with Federal, State and Local ordinances and regulations, and manage the Quality Control Program.

(B) *Certified Foreman* - Provide a certified, trained foreman for each construction operation that increases the potential for soil erosion or the possible sedimentation and turbidity of surface waters.

(C) *Certified Installer* - Provide a certified installer to install or direct the installation for erosion or sediment/stormwater control practices.

(D) *Certified Designer* - Provide a certified designer for the design of the erosion and sediment control/stormwater component of reclamation plans and, if applicable, for the design of the project erosion and sediment control/stormwater plan.

Roles and Responsibilities

(A) *Certified Erosion and Sediment Control/Stormwater Supervisor* - The Certified Supervisor shall be Level II and responsible for ensuring the erosion and sediment

control/stormwater plan is adequately implemented and maintained on the project and for conducting the quality control program. The Certified Supervisor shall be on the project within 24 hours notice from initial exposure of an erodible surface to the project's final acceptance. Perform the following duties:

(1) Manage Operations - Coordinate and schedule the work of subcontractors so that erosion and sediment control/stormwater measures are fully executed for each operation and in a timely manner over the duration of the contract.

(a) Oversee the work of subcontractors so that appropriate erosion and sediment control/stormwater preventive measures are conformed to at each stage of the work.
(b) Prepare the required National Pollutant Discharge Elimination System (NPDES) Inspection Record and submit to the Engineer.
(c) Attend all weekly or monthly construction meetings to discuss the findings of the NPDES inspection and other related issues.
(d) Implement the erosion and sediment control/stormwater site plans requested.
(e) Provide any needed erosion and sediment control/stormwater practices for the Contractor's temporary work not shown on the plans, such as, but not limited to work platforms, temporary construction, pumping operations, plant and storage yards, and cofferdams.
(f) Acquire applicable permits and comply with requirements for borrow pits, dewatering, and any temporary work conducted by the Contractor in jurisdictional areas.
(g) Conduct all erosion and sediment control/stormwater work in a timely and workmanlike manner.
(h) Fully perform and install erosion and sediment control/stormwater work prior to any suspension of the work.
(i) Coordinate with Department, Federal, State and Local Regulatory agencies on resolution of erosion and sediment control/stormwater issues due to the Contractor's operations.
(j) Ensure that proper cleanup occurs from vehicle tracking on paved surfaces or any location where sediment leaves the Right-of-Way.
(k) Have available a set of erosion and sediment control/stormwater plans that are initialed and include the installation date of Best Management Practices. These practices shall include temporary and permanent groundcover and be properly updated to reflect necessary plan and field changes for use and review by Department personnel as well as regulatory agencies.

(2) Requirements set forth under the NPDES Permit - The Department's NPDES Stormwater permit (NCS000250) outlines certain objectives and management measures pertaining to construction activities. The permit references *NCG010000, General Permit to Discharge Stormwater* under the NPDES, and states that the Department shall incorporate the applicable requirements into its

delegated Erosion and Sediment Control Program for construction activities disturbing one or more acres of land. The Department further incorporates these requirements on all contracted bridge and culvert work at jurisdictional waters, regardless of size. Some of the requirements are, but are not limited to:

(a) Control project site waste to prevent contamination of surface or ground waters of the state, i.e. from equipment operation/maintenance, construction materials, concrete washout, chemicals, litter, fuels, lubricants, coolants, hydraulic fluids, any other petroleum products, and sanitary waste.

(b) Inspect erosion and sediment control/stormwater devices and stormwater discharge outfalls at least once every 7 calendar days and within 24 hours after a rainfall event equal to or greater than 1.0 inch that occurs within a 24 hour period. Additional monitoring may be required at the discretion of Division of Water Resources personnel if the receiving stream is 303(d) listed for turbidity and the project has had documented problems managing turbidity.

(c) Maintain an onsite rain gauge or use the Department's Multi-Sensor Precipitation Estimate website to maintain a daily record of rainfall amounts and dates.

(d) Maintain erosion and sediment control/stormwater inspection records for review by Department and Regulatory personnel upon request.

(e) Implement approved reclamation plans on all borrow pits, waste sites and staging areas.

(f) Maintain a log of turbidity test results as outlined in the Department's Procedure for Monitoring Borrow Pit Discharge.

(g) Provide secondary containment for bulk storage of liquid materials.

(h) Provide training for employees concerning general erosion and sediment control/stormwater awareness, the Department's NPDES Stormwater Permit NCS000250 requirements, and the applicable requirements of the *General Permit, NCG010000*.

(i) Report violations of the NPDES permit to the Engineer immediately who will notify the Division of Water Quality Regional Office within 24 hours of becoming aware of the violation.

(3) Quality Control Program - Maintain a quality control program to control erosion, prevent sedimentation and follow provisions/conditions of permits. The quality control program shall:

(a) Follow permit requirements related to the Contractor and subcontractors' construction activities.

(b) Ensure that all operators and subcontractors on site have the proper erosion and sediment control/stormwater certification.

(c) Notify the Engineer when the required certified erosion and sediment control/stormwater personnel are not available on the job site when needed.

(d) Conduct the inspections required by the NPDES permit.
(e) Take corrective actions in the proper timeframe as required by the NPDES permit for problem areas identified during the NPDES inspections.
(f) Incorporate erosion control into the work in a timely manner and stabilize disturbed areas with mulch/seed or vegetative cover on a section-by-section basis.
(g) Use flocculants approved by state regulatory authorities where appropriate and where required for turbidity and sedimentation reduction.
(h) Ensure proper installation and maintenance of temporary erosion and sediment control devices.
(i) Remove temporary erosion or sediment control devices when they are no longer necessary as agreed upon by the Engineer.
(j) The Contractor's quality control and inspection procedures shall be subject to review by the Engineer. Maintain NPDES inspection records and make records available at all times for verification by the Engineer.

(B) *Certified Foreman* - At least one Certified Foreman shall be onsite for each type of work listed herein during the respective construction activities to control erosion, prevent sedimentation and follow permit provisions:

(1) Foreman in charge of grading activities
(2) Foreman in charge of bridge or culvert construction over jurisdictional areas
(3) Foreman in charge of utility activities

The Contractor may request to use the same person as the Level II Supervisor and Level II Foreman. This person shall be onsite whenever construction activities as described above are taking place. This request shall be approved by the Engineer prior to work beginning.

The Contractor may request to name a single Level II Foreman to oversee multiple construction activities on small bridge or culvert replacement projects. This request shall be approved by the Engineer prior to work beginning.

(C) *Certified Installers* - Provide at least one onsite, Level I Certified Installer for each of the following erosion and sediment control/stormwater crew:

(1) Seeding and Mulching
(2) Temporary Seeding
(3) Temporary Mulching
(4) Sodding
(5) Silt fence or other perimeter erosion/sediment control device installations
(6) Erosion control blanket installation
(7) Hydraulic tackifier installation
(8) Turbidity curtain installation
(9) Rock ditch check/sediment dam installation
(10) Ditch liner/matting installation

(11) Inlet protection
(12) Riprap placement
(13) Stormwater BMP installations (such as but not limited to level spreaders, retention/detention devices)
(14) Pipe installations within jurisdictional areas

If a Level I *Certified Installer* is not onsite, the Contractor may substitute a Level II Foreman for a Level I Installer, provided the Level II Foreman is not tasked to another crew requiring Level II Foreman oversight.

(D) *Certified Designer* - Include the certification number of the Level III Certified Designer on the erosion and sediment control/stormwater component of all reclamation plans and if applicable, the certification number of the Level III Certified Designer on the design of the project erosion and sediment control/stormwater plan.

Preconstruction Meeting

Furnish the names of the *Certified Erosion and Sediment Control/Stormwater Supervisor, Certified Foremen, Certified Installers* and *Certified Designer* and notify the Engineer of changes in certified personnel over the life of the contract within 2 days of change.

Ethical Responsibility

Any company performing work for the North Carolina Department of Transportation has the ethical responsibility to fully disclose any reprimand or dismissal of an employee resulting from improper testing or falsification of records.

Revocation or Suspension of Certification

Upon recommendation of the Chief Engineer to the certification entity, certification for *Supervisor*, *Certified Foremen*, *Certified Installers* and *Certified Designer* may be revoked or suspended with the issuance of an *Immediate Corrective Action (ICA), Notice of Violation (NOV),* or C*ease and Desist Order* for erosion and sediment control/stormwater related issues.

The Chief Engineer may recommend suspension or permanent revocation of certification due to the following:

(A) Failure to adequately perform the duties as defined within this certification provision.
(B) Issuance of an ICA, NOV, or Cease and Desist Order.
(C) Failure to fully perform environmental commitments as detailed within the permit conditions and specifications.
(D) Demonstration of erroneous documentation or reporting techniques.
(E) Cheating or copying another candidate's work on an examination.
(F) Intentional falsification of records.

(G) Directing a subordinate under direct or indirect supervision to perform any of the above actions.
(H) Dismissal from a company for any of the above reasons.
(I) Suspension or revocation of one's certification by another entity.

Suspension or revocation of a certification will be sent by certified mail to the certificant and the Corporate Head of the company that employs the certificant.

A certificant has the right to appeal any adverse action which results in suspension or permanent revocation of certification by responding, in writing, to the Chief Engineer within 10 calendar days after receiving notice of the proposed adverse action.

Chief Engineer
1536 Mail Service Center
Raleigh, NC 27699-1536

Failure to appeal within 10 calendar days will result in the proposed adverse action becoming effective on the date specified on the certified notice. Failure to appeal within the time specified will result in a waiver of all future appeal rights regarding the adverse action taken. The certificant will not be allowed to perform duties associated with the certification during the appeal process.

The Chief Engineer will hear the appeal and make a decision within 7 days of hearing the appeal. Decision of the Chief Engineer will be final and will be made in writing to the certificant.

If a certification is temporarily suspended, the certificant shall pass any applicable written examination and any proficiency examination, at the conclusion of the specified suspension period, prior to having the certification reinstated.

Measurement and Payment

Certified Erosion and Sediment Control/Stormwater Supervisor, Certified Foremen, Certified Installers and *Certified Designer* will be incidental to the project for which no direct compensation will be made.

PROCEDURE FOR MONITORING BORROW PIT DISCHARGE:

(2-20-07) (Rev. 4-5-19) 105-16, 230, 801 SP1 G181

Water discharge from borrow pit sites shall not cause surface waters to exceed 50 NTUs (nephelometric turbidity unit) in streams not designated as trout waters and 10 NTUs in streams, lakes or reservoirs designated as trout waters. For lakes and reservoirs not designated as trout waters, the turbidity shall not exceed 25 NTUs. If the turbidity exceeds these levels due to natural background conditions, the existing turbidity level shall not be increased.

If during any operating day, the downstream water quality exceeds the standard, the Contractor shall do all of the following:

(A) Either cease discharge or modify the discharge volume or turbidity levels to bring the downstream turbidity levels into compliance, or

(B) Evaluate the upstream conditions to determine if the exceedance of the standard is due to natural background conditions. If the background turbidity measurements exceed the standard, operation of the pit and discharge can continue as long as the stream turbidity levels are not increased due to the discharge.

(C) Measure and record the turbidity test results (time, date and sampler) at all defined sampling locations 30 minutes after startup and at a minimum, one additional sampling of all sampling locations during that 24-hour period in which the borrow pit is discharging.

(D) Notify DWQ within 24 hours of any stream turbidity standard exceedances that are not brought into compliance.

During the Environmental Assessment required by Article 230-4 of the *2018 Standard Specifications*, the Contractor shall define the point at which the discharge enters into the State's surface waters and the appropriate sampling locations. Sampling locations shall include points upstream and downstream from the point at which the discharge enters these waters. Upstream sampling location shall be located so that it is not influenced by backwater conditions and represents natural background conditions. Downstream sampling location shall be located at the point where complete mixing of the discharge and receiving water has occurred.

The discharge shall be closely monitored when water from the dewatering activities is introduced into jurisdictional wetlands. Any time visible sedimentation (deposition of sediment) on the wetland surface is observed, the dewatering activity will be suspended until turbidity levels in the stilling basin can be reduced to a level where sediment deposition does not occur. Staining of wetland surfaces from suspended clay particles, occurring after evaporation or infiltration, does not constitute sedimentation. No activities shall occur in wetlands that adversely affect the functioning of a wetland. Visible sedimentation will be considered an indication of possible adverse impacts on wetland use.

The Engineer will perform independent turbidity tests on a random basis. These results will be maintained in a log within the project records. Records will include, at a minimum, turbidity test results, time, date and name of sampler. Should the Department's test results exceed those of the Contractor's test results, an immediate test shall be performed jointly with the results superseding the previous test results of both the Department and the Contractor.

The Contractor shall use the *NCDOT Turbidity Reduction Options for Borrow Pits Matrix,* available at https://connect.ncdot.gov/resources/roadside/FieldOperationsDocuments/TurbidityReductionOptionSheet.pdf to plan, design, construct, and maintain BMPs to address water quality standards. Tier I Methods include stilling basins which are standard compensatory BMPs. Other Tier I methods are noncompensatory and shall be used when needed to meet the stream turbidity standards. Tier II Methods are also noncompensatory and are options that may be needed for protection of rare or unique resources or where special environmental conditions exist at the site which have led to additional requirements being placed in the DWQ's 401

Certifications and approval letters, Isolated Wetland Permits, Riparian Buffer Authorization or a DOT Reclamation Plan's Environmental Assessment for the specific site. Should the Contractor exhaust all Tier I Methods on a site exclusive of rare or unique resources or special environmental conditions, Tier II Methods may be required by regulators on a case by case basis per supplemental agreement.

The Contractor may use cation exchange capacity (CEC) values from proposed site borings to plan and develop the bid for the project. CEC values exceeding 15 milliequivalents per 100 grams of soil may indicate a high potential for turbidity and should be avoided when dewatering into surface water is proposed.

No additional compensation for monitoring borrow pit discharge will be paid.

AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08) Z-2

General Statute 143C-6-11. (h) Highway Appropriation is hereby incorporated verbatim in this contract as follows:

(h) Amounts Encumbered. – Transportation project appropriations may be encumbered in the amount of allotments made to The Town of Huntersville by the Director for the estimated payments for transportation project contract work to be performed in the appropriation fiscal year. The allotments shall be multiyear allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in *General Statute 143C-6-11(c)*. Payment for transportation project work performed pursuant to contract in any fiscal year other than the current fiscal year is subject to appropriations by the General Assembly. Transportation project contracts shall contain a schedule of estimated completion progress, and any acceleration of this progress shall be subject to the approval of The Town of Huntersville provided funds are available. The State reserves the right to terminate or suspend any transportation project contract, and any transportation project contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of any contract, the contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the contractor shall be paid for the work already performed in accordance with the contract specifications.

Payment will be made on any contract terminated pursuant to the special provision in accordance with Subarticle 108-13(D) of the *2018 Standard Specifications*.

NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY

(5-17-11) Z-3

Seed shall be sampled and tested by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory. When said samples are collected, the vendor shall supply an independent laboratory report for each lot to be tested. Results from seed so sampled shall be final. Seed not meeting the specifications shall be rejected by The Town of Huntersville

and shall not be delivered to North Carolina Department of Transportation warehouses. If seed has been delivered it shall be available for pickup and replacement at the supplier's expense.

Any re-labeling required by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory, that would cause the label to reflect as otherwise specified herein shall be rejected by the North Carolina Department of Transportation.

Seed shall be free from seeds of the noxious weeds Johnsongrass, Balloonvine, Jimsonweed, Witchweed, Itchgrass, Serrated Tussock, Showy Crotalaria, Smooth Crotalaria, Sicklepod, Sandbur, Wild Onion, and Wild Garlic. Seed shall not be labeled with the above weed species on the seed analysis label. Tolerances as applied by the Association of Official Seed Analysts will NOT be allowed for the above noxious weeds except for Wild Onion and Wild Garlic.

Tolerances established by the Association of Official Seed Analysts will generally be recognized. However, for the purpose of figuring pure live seed, the found pure seed and found germination percentages as reported by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory will be used. Allowances, as established by the NCDOT, will be recognized for minimum pure live seed as listed on the following pages.
The specifications for restricted noxious weed seed refers to the number per pound as follows:

Restricted Noxious **Weed**	Limitations per Lb. Of Seed	Restricted Noxious **Weed**	Limitations per Lb. of Seed
Blessed Thistle	4 seeds	Cornflower (Ragged Robin)	27 seeds
Cocklebur	4 seeds	Texas Panicum	27 seeds
Spurred Anoda	4 seeds	Bracted Plantain	54 seeds
Velvetleaf	4 seeds	Buckhorn Plantain	54 seeds
Morning-glory	8 seeds	Broadleaf Dock	54 seeds
Corn Cockle	10 seeds	Curly Dock	54 seeds
Wild Radish	12 seeds	Dodder	54 seeds
Purple Nutsedge	27 seeds	Giant Foxtail	54 seeds
Yellow Nutsedge	27 seeds	Horsenettle	54 seeds
Canada Thistle	27 seeds	Quackgrass	54 seeds
Field Bindweed	27 seeds	Wild Mustard	54 seeds
Hedge Bindweed	27 seeds		

Seed of Pensacola Bahiagrass shall not contain more than 7% inert matter, Kentucky Bluegrass, Centipede and Fine or Hard Fescue shall not contain more than 5% inert matter whereas a maximum of 2% inert matter will be allowed on all other kinds of seed. In addition, all seed shall not contain more than 2% other crop seed nor more than 1% total weed seed. The germination rate as tested by the North Carolina Department of Agriculture shall not fall below 70%, which includes both dormant and hard seed. Seed shall be labeled with not more than 7%, 5% or 2% inert matter (according to above specifications), 2% other crop seed and 1% total weed seed.

Exceptions may be made for minimum pure live seed allowances when cases of seed variety shortages are verified. Pure live seed percentages will be applied in a verified shortage situation. Those purchase orders of deficient seed lots will be credited with the percentage that the seed is deficient.

FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVEN BELOW:
Minimum 85% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 83% pure live seed will not be approved.

Sericea Lespedeza
Oats (seeds)

Minimum 80% pure live seed; maximum 1% total weed seed; maximum 2% total other crop; maximum 144 restricted noxious weed seed per pound. Seed less than 78% pure live seed will not be approved.

Tall Fescue (all approved varieties)
Kobe Lespedeza
Korean Lespedeza
Weeping Lovegrass
Carpetgrass
Bermudagrass
Browntop Millet
German Millet – Strain R
Clover – Red/White/Crimson

Minimum 78% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 76% pure live seed will not be approved.

Common or Sweet Sundangrass

Minimum 76% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 74% pure live seed will not be approved.

Rye (grain; all varieties)
Kentucky Bluegrass (all approved varieties)
Hard Fescue (all approved varieties)
Shrub (bicolor) Lespedeza

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 noxious weed seed per pound. Seed less than 70% pure live seed will not be approved.

Centipedegrass
Crownvetch
Pensacola Bahiagrass
Creeping Red Fescue
Japanese Millet
Reed Canary Grass
Zoysia

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 5% inert matter; maximum 144 restricted noxious weed seed per pound.

Barnyard Grass
Big Bluestem
Little Bluestem
Bristly Locust
Birdsfoot Trefoil
Indiangrass
Orchardgrass
Switchgrass
Yellow Blossom Sweet Clover

ERRATA
(10-16-18) (Rev.2-16-21) Z-4

Revise the *2018 Standard Specifications* as follows:

Division 6

Page 6-7, Article 609-1 DESCRIPTION, line 29, replace article number "609-10" with "609-9".**Division 7**

Page 7-27, Article 725-1 MEASUREMENT AND PAYMENT, line 4, replace article number "725-1" with "724-4".

Page 7-28, Article 725-1 MEASUREMENT AND PAYMENT, line 10, replace article number "725-1" with "725-3".

Division 10

Page 10-78, Article 1056-4 GEOTEXTILES, TABLE 1056-1, Permittivity, Type 2, replace "Table 6[D]" with "Table 7[D]" and **Permittivity, Type 3[B],** replace "Table 7[D]" with "Table 8[D]".

Page 10-121, Article 1076-7, REPAIR OF GALVANIZING, line 8, replace article number "1080-9" with "1080-7".

Page 10-162, Article 1080-50 PAINT FOR VERTICAL MARKERS, line 1, replace article number "1080-50" with "1080-10".

Page 10-162, Article 1080-61 EPOXY RESIN FOR REINFORCING STEEL, line 5, replace article number "1080-61" with "1080-11".

Page 10-162, Article 1080-72 ABRASIVE MATERIALS FOR BLAST CLEANING STEEL, line 22, replace article number "1080-72" with "1080-12".

Page 10-163, Article 1080-83 FIELD PERFORMANCE AND SERVICES, line 25, replace article number "1080-83" with "1080-13".

Division 17

Page 17-15, Article 1715-4 MEASUREMENT AND PAYMENT, lines 42-44, replace the second sentence with the following:

An example is an installation of a single 1.25 inch HDPE conduit would be paid as:

Directional Drill (1)(1.25″) Linear Foot

PLANT AND PEST QUARANTINES

(Imported Fire Ant, Gypsy Moth, Witchweed, Emerald Ash Borer, Guava Root Knot Nematode, And Other Noxious Weeds)

(3-18-03) (Rev. 5-21-19) Z-04a

Within Quarantined Area

This project may be within a county regulated for plant and/or pests. If the project or any part of the Contractor's operations is located within a quarantined area, thoroughly clean all equipment prior to moving out of the quarantined area. Comply with federal/state regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

Originating in a Quarantined County

Obtain a certificate or limited permit issued by the N.C. Department of Agriculture/United States Department of Agriculture. Have the certificate or limited permit accompany the article when it arrives at the project site.

Contact

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-707-3730, or *https://www.ncagr.gov/plantindustry/Plant/quaran/table2.htm* to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

Regulated Articles Include

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.
2. Plants with roots including grass sod.
3. Plant crowns and roots.
4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
5. Hay, straw, fodder, and plant litter of any kind.
6. Clearing and grubbing debris.
7. Used agricultural cultivating and harvesting equipment.
8. Used earth-moving equipment.
9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed, emerald ash borer, guava root knot nematode, or other noxious weeds.

TITLE VI AND NONDISCRIMINATION:
(6-28-77)(Rev 6/19/2018) Z-6

Revise the *2018 Standard Specifications* as follows:

Replace Article 103-4(B) with the following:

The North Carolina Department of Transportation is committed to carrying out the U.S. Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts.

The provisions of this section related to United States Department of Transportation (US DOT) Order 1050.2A, Title 49 Code of Federal Regulations (CFR) part 21, 23 United States Code (U.S.C.) 140 and 23 CFR part 200 (or 49 CFR 303, 49 U.S.C. 5332 or 49 U.S.C. 47123) are applicable to all North Carolina Department of Transportation (NCDOT) contracts and to all related subcontracts, material supply, engineering, architectural and other service contracts, regardless of dollar amount. Any Federal provision that is specifically required not specifically set forth is hereby incorporated by reference.

(1) **Title VI Assurances (USDOT Order 1050.2A, Appendix A)**
During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(a) Compliance with Regulations
The contractor (hereinafter includes consultants) shall comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(b) Nondiscrimination
The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(c) Solicitations for Subcontractors, Including Procurements of Materials and Equipment
In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(d) Information and Reports
The contractor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor shall so certify to the Recipient or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance:
In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it and/or the FHWA may determine to be appropriate, including, but not limited to:
(i) Withholding payments to the contractor under the contract until the contractor complies; and/or
(ii) Cancelling, terminating, or suspending a contract, in whole or in part.

(f) Incorporation of Provisions
The contractor shall include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor shall take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

(2) **Title VI Nondiscrimination Program (23 CFR 200.5(p))**
The North Carolina Department of Transportation (NCDOT) has assured the USDOT that, as a condition to receiving federal financial assistance, NCDOT will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by Title 49 CFR part 21 and related nondiscrimination authorities to ensure that no person shall, on the ground of race, color, national origin, limited English proficiency, sex, age, or disability (including religion/creed or income-level, where applicable), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs, activities, or services conducted or funded by NCDOT. Contractors and other organizations under contract or agreement with NCDOT must also comply with Title VI and related authorities, therefore:

(a) During the performance of this contract or agreement, contractors (e.g., subcontractors, consultants, vendors, prime contractors) are responsible for

complying with NCDOT's Title VI Program. Contractors are not required to prepare or submit Title VI Programs. To comply with this section, the prime contractor shall:

1. Post NCDOT's Notice of Nondiscrimination and the Contractor's own Equal Employment Opportunity (EEO) Policy in conspicuous locations accessible to all employees, applicants and subcontractors on the jobsite.

2. Physically incorporate the required Title VI clauses into all subcontracts on federally-assisted and state-funded NCDOT projects, and ensure inclusion by subcontractors into all lower-tier subcontracts.

3. Required Solicitation Language. The Contractor shall include the following notification in all solicitations for bids and requests for work or material, regardless of funding source:

   "The North Carolina Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. In accordance with other related nondiscrimination authorities, bidders and contractors will also not be discriminated against on the grounds of sex, age, disability, low-income level, creed/religion, or limited English proficiency in consideration for an award."

4. Physically incorporate the FHWA-1273, in its entirety, into all subcontracts and subsequent lower tier subcontracts on Federal-aid highway construction contracts only.
5. Provide language assistance services (i.e., written translation and oral interpretation), free of charge, to LEP employees and applicants. Contact NCDOT OCR for further assistance, if needed.

6. For assistance with these Title VI requirements, contact the NCDOT Title VI Nondiscrimination Program at 1-800-522-0453.

(b) Subrecipients (e.g. cities, counties, LGAs, planning organizations) may be required to prepare and submit a Title VI Plan to NCDOT, including Title VI Assurances and/or agreements. Subrecipients must also ensure compliance by their contractors and subrecipients with Title VI. (23 CFR 200.9(b)(7))

(c) If reviewed or investigated by NCDOT, the contractor or subrecipient agrees to take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by NCDOT. (23 CFR 200.9(b)(15))

(d) The Contractor is responsible for notifying subcontractors of NCDOT's External Discrimination Complaints Process.

1. Applicability
   Title VI and related laws protect participants and beneficiaries (e.g., members of the public and contractors) from discrimination by NCDOT employees, subrecipients and contractors, regardless of funding source.

2. Eligibility
   Any person—or class of persons—who believes he/she has been subjected to discrimination based on race, color, national origin, Limited English Proficiency (LEP), sex, age, or disability (and religion in the context of employment, aviation, or transit) may file a written complaint. The law also prohibits intimidation or retaliation of any sort.

3. Time Limits and Filing Options
   Complaints may be filed by the affected individual(s) or a representative and must be filed no later than 180 calendar days after the following:
   (i) The date of the alleged act of discrimination; or
   (ii) The date when the person(s) became aware of the alleged discrimination; or
   (iii) Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.
   Title VI and related discrimination complaints may be submitted to the following entities:
   - North Carolina Department of Transportation, Office of Civil Rights, Title VI Program, 1511 Mail Service Center, Raleigh, NC 27699-1511; toll free 1-800-522-0453
   - Federal Highway Administration, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010
   - US Department of Transportation, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070
4. Format for Complaints
   Complaints must be in writing and signed by the complainant(s) or a representative, and include the complainant's name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages, including Braille.

5. Discrimination Complaint Form
   Contact NCDOT Civil Rights to receive a full copy of the Discrimination Complaint Form and procedures.

6. Complaint Basis

Allegations must be based on issues involving race, color, national origin (LEP), sex, age, disability, or religion (in the context of employment, aviation or transit). "Basis" refers to the complainant's membership in a protected group category.

TABLE 103-1 COMPLAINT BASIS			
Protected Categories	**Definition**	**Examples**	**Applicable Nondiscrimination Authorities**
Race and Ethnicity	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 23 CFR 200; 49 U.S.C. 5332(b); 49 U.S.C. 47123. *(Executive Order 13166)*
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.	
National Origin *(Limited English Proficiency)*	Place of birth. Citizenship is not a factor. (*Discrimination based on language or a person's accent is also covered)*	Mexican, Cuban, Japanese, Vietnamese, Chinese	
Sex	Gender. The sex of an individual. *Note:* Sex under this program does not include sexual orientation.	Women and Men	1973 Federal-Aid Highway Act; 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Age	Persons of any age	21-year-old person	Age Discrimination Act of 1975 49 U.S.C. 5332(b); 49 U.S.C. 47123.

Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990
Religion (in the context of employment) *(Religion/ Creed in all aspects of any aviation or transit-related construction)*	An individual belonging to a religious group; or the perception, based on distinguishable characteristics that a person is a member of a religious group. In practice, actions taken as a result of the moral and ethical beliefs as to what is right and wrong, which are sincerely held with the strength of traditional religious views. ***Note:*** Does not have to be associated with a recognized religious group or church; if an individual sincerely holds to the belief, it is a protected religious practice.	Muslim, Christian, Sikh, Hindu, etc.	Title VII of the Civil Rights Act of 1964; 23 CFR 230; FHWA-1273 Required Contract Provisions. *(49 U.S.C. 5332(b);* *49 U.S.C. 47123)*

(3) **Pertinent Nondiscrimination Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

(a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

(b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

(c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

(d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR Part 27;

(e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

(f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

(g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

(h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

(i) The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

(j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

(k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

(l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

(m) Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq., Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, religion, sex, or national origin).

(4) **Additional Title VI Assurances**
***The following Title VI Assurances (Appendices B, C and D) shall apply, as applicable*

(a) Clauses for Deeds Transferring United States Property (1050.2A, Appendix B)
The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4.

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the North Carolina Department of Transportation (NCDOT) will accept title to the lands and maintain the project constructed thereon in accordance with the North Carolina General Assembly, the Regulations for the Administration of the Federal-Aid Highway Program, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the NCDOT all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the North Carolina Department of Transportation (NCDOT) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the NCDOT, its successors and assigns.

The NCDOT, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the NCDOT will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right

to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

(b) Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program (1050.2A, Appendix C)
The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the North Carolina Department of Transportation (NCDOT) pursuant to the provisions of Assurance 7(a):

1. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

   (i.) In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *
3. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the NCDOT and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

(c) Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program (1050.2A, Appendix D)

The following clauses will be included in deeds, licenses, permits, or similar instruments/ agreements entered into by the North Carolina Department of Transportation (NCDOT) pursuant to the provisions of Assurance 7(b):

1. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

2. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non¬ discrimination covenants, the NCDOT will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *

3. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will there upon revert to and vest in and become the absolute property of the NCDOT and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

MINORITY AND FEMALE EMPLOYMENT REQUIREMENTS

Z-7

NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (*EXECUTIVE NUMBER 11246*)

1. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, see as shown on the attached sheet entitled "Employment Goals for Minority and Female participation".

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in *41 CFR Part 60-4* shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in *41 CFR 60-4.3(a)*, and its effort to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the executive Order and the regulations *in 41 CFR Part 60-4*. Compliance with the goals will be measured against the total work hours performed.

2. As used in this Notice and in the contract resulting from this solicitation, the "covered area" is the county or counties shown on the cover sheet of the proposal form and contract.

EMPLOYMENT GOALS FOR MINORITY

AND FEMALE PARTICIPATION

Economic Areas

Area 023 29.7%
Bertie County
Camden County
Chowan County
Gates County
Hertford County
Pasquotank County
Perquimans County

Area 024 31.7%
Beaufort County
Carteret County
Craven County
Dare County
Edgecombe County
Green County
Halifax County
Hyde County
Jones County
Lenoir County
Martin County
Nash County
Northampton County
Pamlico County
Pitt County
Tyrrell County
Washington County
Wayne County
Wilson County

Area 025 23.5%
Columbus County
Duplin County
Onslow County
Pender County

Area 026 33.5%
Bladen County
Hoke County
Richmond County
Robeson County
Sampson County
Scotland County

Area 027 24.7%
Chatham County
Franklin County
Granville County
Harnett County
Johnston County
Lee County
Person County
Vance County
Warren County

Area 028 15.5%
Alleghany County
Ashe County
Caswell County
Davie County
Montgomery County
Moore County
Rockingham County
Surry County
Watauga County
Wilkes County

Area 029 15.7%
Alexander County
Anson County
Burke County
Cabarrus County
Caldwell County
Catawba County
Cleveland County
Iredell County
Lincoln County
Polk County
Rowan County
Rutherford County
Stanly County

Area 0480 8.5%
Buncombe County
Madison County

Area 030 6.3%
Avery County
Cherokee County
Clay County
Graham County
Haywood County
Henderson County
Jackson County
McDowell County
Macon County
Mitchell County
Swain County
Transylvania County
Yancey County

SMSA Areas

Area 5720 26.6%
Currituck County

Area 9200 20.7%
Brunswick County
New Hanover County

Area 2560 24.2%
Cumberland County

Area 6640 22.8%
Durham County
Orange County
Wake County

Area 1300 16.2%
Alamance County

Area 3120 16.4%
Davidson County
Forsyth County
Guilford County
Randolph County
Stokes County
Yadkin County

Area 1520 18.3%
Gaston County
Mecklenburg County
Union County

Goals for Female

Participation in Each Trade

(Statewide) 6.9%

REQUIRED CONTRACT PROVISIONS FEDERAL - AID CONSTRUCTION CONTRACTS

FHWA - 1273 Electronic Version - May 1, 2012 Z-8

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

   The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

   Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

   Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).
2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with

the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630

are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
b. The contractor will accept as its operating policy the following statement:
   "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
   a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
   b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
   c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
   d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
   e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
   a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
   a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
   b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
   c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
   d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.
6. **Training and Promotion:**
   a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
   b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
   c The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
   d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
   a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
   b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
   c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
   d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
9. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
   a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
   b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.
10. **Assurance Required by 49 CFR 26.13(b):**
   a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
   b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract,

which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
    a. The records kept by the contractor shall document the following:
        (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
        (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
        (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
    b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor

collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. **Minimum wages**
   a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

      Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

   b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

      (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

      (ii) The classification is utilized in the area by the construction industry; and

      (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

      (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of

the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. **Withholding.** The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. **Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of

wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. **Apprentices and trainees**

a. Apprentices (programs of the USDOL). Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits

listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL). Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT). Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
7. **Contract termination:** debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
10. **Certification of eligibility.**
    a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
    b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
    c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages.

Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. **Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
   a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees
   from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
      (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
      (2) the prime contractor remains responsible for the quality of the work of the leased employees;
      (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. **Instructions for Certification – First Tier Participants:**
   a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
   b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
   c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
   d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
   e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
   f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier

covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants,

each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ON-THE-JOB TRAINING

(10-16-07) (Rev. 4-21-15) Z-10

Description

The North Carolina Department of Transportation will administer a custom version of the Federal On-the-Job Training (OJT) Program, commonly referred to as the Alternate OJT Program. All contractors (existing and newcomers) will be automatically placed in the Alternate Program. Standard OJT requirements typically associated with individual projects will no longer be applied at the project level. Instead, these requirements will be applicable on an annual basis for each contractor administered by the OJT Program Manager.

On the Job Training shall meet the requirements of 23 CFR 230.107 (b), 23 USC – Section 140, this provision and the On-the-Job Training Program Manual.

The Alternate OJT Program will allow a contractor to train employees on Federal, State and privately funded projects located in North Carolina. However, priority shall be given to training employees on NCDOT Federal-Aid funded projects.

Minorities and Women

Developing, training and upgrading of minorities and women toward journeyman level status is a primary objective of this special training provision. Accordingly, the Contractor shall make every effort to enroll minority and women as trainees to the extent that such persons are available within a reasonable area of recruitment. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

Assigning Training Goals

The Department, through the OJT Program Manager, will assign training goals for a calendar year based on the contractors' past three years' activity and the contractors' anticipated upcoming year's activity with the Department. At the beginning of each year, all contractors eligible will be contacted by the Department to determine the number of trainees that will be assigned for the upcoming calendar year. At that time the Contractor shall enter into an agreement with the Department to provide a self-imposed on-the-job training program for the calendar year. This agreement will include a specific number of annual training goals agreed to by both parties.

The number of training assignments may range from 1 to 15 per contractor per calendar year. The Contractor shall sign an agreement to fulfill their annual goal for the year.\

Training Classifications

The Contractor shall provide on-the-job training aimed at developing full journeyman level workers in the construction craft/operator positions. Preference shall be given to providing training in the following skilled work classifications:

Equipment Operators	Office Engineers
Truck Drivers	Estimators
Carpenters	Iron / Reinforcing Steel Workers
Concrete Finishers	Mechanics
Pipe Layers	Welders

The Department has established common training classifications and their respective training requirements that may be used by the contractors. However, the classifications established are not all-inclusive. Where the training is oriented toward construction applications, training will be allowed in lower-level management positions such as office engineers and estimators. Contractors shall submit new classifications for specific job functions that their employees are performing. The Department will review and recommend for acceptance to FHWA the new classifications proposed by contractors, if applicable. New classifications shall meet the following requirements:

Proposed training classifications are reasonable and realistic based on the job skill classification needs, and

The number of training hours specified in the training classification is consistent with common practices and provides enough time for the trainee to obtain journeyman level status.

The Contractor may allow trainees to be trained by a subcontractor provided that the Contractor retains primary responsibility for meeting the training and this provision is made applicable to the subcontract. However, only the Contractor will receive credit towards the annual goal for the trainee.

Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman level status or in which they have been employed as a journeyman.

Records and Reports

The Contractor shall maintain enrollment, monthly and completion reports documenting company compliance under these contract documents. These documents and any other information as requested shall be submitted to the OJT Program Manager.

Upon completion and graduation of the program, the Contractor shall provide each trainee with a certification Certificate showing the type and length of training satisfactorily completed.

Trainee Interviews

All trainees enrolled in the program will receive an initial and Trainee/Post graduate interview conducted by the OJT program staff.

Trainee Wages

Contractors shall compensate trainees on a graduating pay scale based upon a percentage of the prevailing minimum journeyman wages (Davis-Bacon Act). Minimum pay shall be as follows:

60 percent	of the journeyman wage for the first half of the training period
75 percent	of the journeyman wage for the third quarter of the training period
90 percent	of the journeyman wage for the last quarter of the training period

In no instance shall a trainee be paid less than the local minimum wage. The Contractor shall adhere to the minimum hourly wage rate that will satisfy both the NC Department of Labor (NCDOL) and the Department.

Achieving or Failing to Meet Training Goals

The Contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and who receives training for at least 50 percent of the specific program requirement. Trainees will be allowed to be transferred between projects if required by the Contractor's scheduled workload to meet training goals.

If a contractor fails to attain their training assignments for the calendar year, they may be taken off the NCDOT's Bidders List.

Measurement and Payment

No compensation will be made for providing required training in accordance with these contract documents.

STANDARD SPECIAL PROVISION

MINIMUM WAGES
GENERAL DECISION NC20210088 01/01/2021 NC88

Z-088

Date: January 1, 2021

General Decision Number: NC20210088 01/01/2021 NC88

Superseded General Decision Numbers: NC20200088

State: North Carolina

Construction Type: HIGHWAY

COUNTIES:

Alamance	Forsyth	Randolph
Anson	Gaston	Rockingham
Cabarrus	Guilford	Stokes
Chatham	Mecklenburg	Union
Davie	Orange	Yadkin
Durham	Person	

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract for calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR.5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2) – (60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

SUNC2014-003 11/14/2014

	Rates	Fringes
BLASTER	18.64	
CARPENTER	13.68	.05
CEMENT MASON/CONCRETE FINISHER	13.93	
ELECTRICIAN		
Electrician	18.79	2.72
Telecommunications Technician	15.19	1.25
IRONWORKER	13.30	
LABORER		
Asphalt Raker and Spreader	12.78	
Asphalt Screed/Jackman	14.50	
Carpenter Tender	12.51	.27
Cement Mason/Concrete Finisher Tender	11.04	
Common or General	10.40	.01
Guardrail/Fence Installer	13.22	
Pipelayer	12.43	
Traffic Signal/Lighting Installer	15.65	.24
PAINTER		
Bridge	23.77	
POWER EQUIPMENT OPERATORS		
Asphalt Broom Tractor	10.00	
Bulldozer Fine	16.13	
Bulldozer Rough	14.36	
Concrete Grinder/Groover	17.92	
Crane Boom Trucks	18.19	
Crane Other	19.83	
Crane Rough/All-Terrain	19.10	
Drill Operator Rock	14.28	
Drill Operator Structure	20.89	
Excavator Fine	16.95	
Excavator Rough	13.63	
Grader/Blade Fine	19.84	
Grader/Blade Rough	15.47	
Loader 2 Cubic Yards or Less	13.31	
Loader Greater Than 2 Cubic Yards	16.19	
Material Transfer Vehicle (Shuttle Buggy)	15.44	
Mechanic	17.51	
Milling Machine	15.22	
Off-Road Hauler/Water Tanker	11.83	
Oiler/Greaser	14.16	
Pavement Marking Equipment	12.05	
Paver Asphalt	15.97	
Paver Concrete	18.20	
Roller Asphalt Breakdown	12.79	
Roller Asphalt Finish	13.76	
Roller Other	12.08	
Scraper Finish	12.65	
Scraper Rough	11.50	
Slip Form Machine	19.60	
Tack Truck/Distributor Operator	14.82	
TRUCK DRIVER		

	Rates	Fringes
GVWR of 26,000 Lbs or Less	11.45	
GVWR of 26,001 Lbs or Greater	13.57	.03

Welders – Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted

average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, D.C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

LISTING OF DBE SUBCONTRACTORS

Sheet 1 of 2

Firm Name and Address	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name RRC Address P.O. Box 29769 Charlotte, NC 28229	51	2'-6" Curb and Gutter	$25	$450,750
	53	4" Sidewalk	$42	$427,560
Name Address	54	Concrete Curb Ramps	$1850	$133,200
Name Address				
Name Address				
Name Address				
Name Address				
Name Address				

LISTING OF DBE SUBCONTRACTORS

Sheet 2 of 2

Firm Name and Address	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name Address				
Name Address				
Name Address				
Name Address				
Name Address				
Name Address				

* The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the DBE subcontractor, and these prices will be used to determine the percentage of the DBE participation in the contract.

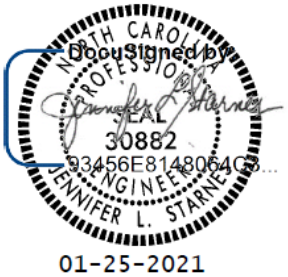
**** Dollar Volume of DBE Subcontractor**
$ 1,011,510 —

Percentage of Total Contract Bid Price
0.7 %

** Dollar Volume of DBE Subcontractor Percentage of Total Contract Bid Price:
If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent.
If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.

PROJECT SPECIAL PROVISIONS

ROADWAY & DRAINAGE



CONTRACT TIME AND LIQUIDATED DAMAGES:

The Date of Availability for this project is May 19, 2021 upon written notice to proceed (NTP). The completion date for this project is May 19, 2023. No extensions will be authorized except as authorized by Article 108-10 of the 2018 Standard Specifications for Roads and Structures. Contractor and the Town agree that the Contractor's failure to perform in compliance with the Agreement will cause the Town to incur expenses and damages that will be difficult to calculate, at best. Accordingly, the Town and the Contractor agree that the following amounts are reasonable estimates of the Town's damages, and thus constitute liquidated damages, and not penalties, for the Contractor's breach of this Agreement. If the Contractor fails to perform in accordance with this agreement, the Town may deduct the following amounts from any sum that otherwise would be payable to the Contractor under this Agreement. Liquidated damages for this contract for failure to complete the Project by the completion date are one thousand dollars (**$1000.00**) per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic on **NC 115 (Old Statesville) and SR 2448 (Huntersville-Concord Rd)** during the following time restrictions:

DAY AND TIME RESTRICTIONS

Monday thru Friday 6:00am to 9:00am and 4:00pm to 8:00pm

In addition, the Contractor shall not close or narrow a lane of traffic on **NC 115 (Old Statesville) and SR 2448 (Huntersville-Concord Rd),** detain and/or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.

2. For **New Year's Day**, between the hours of **6:00am** December 31st and **8:00pm** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **8:00pm** the following Tuesday.

3. For **Easter**, between the hours of **6:00am** Thursday and **8:00pm** Monday.

4. For **Memorial Day**, between the hours of **6:00am** Friday and **8:00pm** Tuesday.

5. For **Independence Day**, between the hours of **6:00am** the day before Independence Day and **8:00pm** the day after Independence Day.

   If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **6:00am** the Thursday before Independence Day and **8:00pm** the Tuesday after Independence Day.

6. For **Labor Day**, between the hours of **6:00am** Friday and **8:00pm** Tuesday.

7. For **Thanksgiving Day**, between the hours of **6:00am** Tuesday and **8:00pm** Monday.

8. For **Christmas**, between the hours of **6:00am** the Friday before the week of Christmas Day and **8:00pm** the following Tuesday after the week of Christmas Day.

9. Pedestrian access to Veteran's Park <u>must be available at all times</u> on Huntersville-Concord Rd between NC115 and Main St.

A temporary six (6) foot chain link fence with fabric shall be placed (i) during **Phase I**, along the west side of Main St from Huntersville-Concord Rd to First St and along the north side of Huntersville-Concord Rd from Main St to NC115, and (ii) during **Phase II** along the south side of Huntersville-Concord Rd between Main St and Y-6 STA 12+80, at the discretion of the Construction Engineer, to allow continued usage of the Veteran's Park and Town Special Events as well as, protection of the work zone and park patrons.

Holidays and holiday weekends shall include New Year's, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. The Contractor shall schedule his work so that lane closures will not be required during these periods, unless otherwise directed by the Engineer.

The time of availability for this intermediate contract work shall be the time the Contractor begins to install all traffic control devices for lane closures according to the time restrictions listed herein.

The completion time for this intermediate contract work shall be the time the Contractor is required to complete the removal of all traffic control devices for lane closures according to the time restrictions stated above and place traffic in the existing traffic pattern.

The liquidated damages are **Five Hundred Dollars** ($ **500.00**) per fifteen (15) minute time period.

INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES:
The Contractor shall complete the work required of **Phase I** as described in Sheet **TMP-3** and shown on Sheets **TMP-2C** and **TMP2-D.** The Contractor shall not close **Sherwood Drive and Southland Road** during the following time restrictions:

DAY AND TIME RESTRICTIONS

From 6:00am Monday to 8:00pm Friday

The time of availability for this intermediate contract time will be the time the Contractor begins to install traffic control devices required for road closures according to the time restrictions stated herein.

The completion time for this intermediate contract time will be the time the Contractor is required to complete the removal of traffic control devices required for the road closures according to the time restrictions stated herein and restore traffic to the existing traffic pattern

The liquidated damages are **Five Hundred Dollars ($500.00)** per fifteen (15) minute time period.

INTERMEDIATE CONTRACT TIME NUMBER 3 AND LIQUIDATED DAMAGES:
The Contractor shall complete the work required of **Phase II, Step 1 thru Phase II, Step 3** as described on Sheet **TMP- 3** and shown on Sheets **TMP-11 and TMP-15** and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is the date the Contractor elects to begin the work. The date of availability for this intermediate contract time shall not be before the beginning of Charlotte-Mecklenburg Schools (CMS) summer break.

The completion date for this intermediate contract time is the date which is **thirty (30)** consecutive calendar days after and including the date the Contractor begins this work. The completion date for this intermediate contract time shall not be after the beginning of the CMS school year.

The liquidated damages are **One Thousand Dollars ($ 1,000.00)** per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 4 AND LIQUIDATED DAMAGES:
The Contractor shall complete the work required of **Phase IV, Step 1 thru Phase IV, Step 3** as described on Sheet **TMP- 3A** and shown on Sheet **TMP-2I** and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is the date the Contractor elects to begin the work. The date of availability for this intermediate contract time shall not be before the beginning of Charlotte-Mecklenburg Schools (CMS) summer break.

The completion date for this intermediate contract time is the date which is **thirty (30)** consecutive calendar days after and including the date the Contractor begins this work. The completion date for this intermediate contract time shall not be after the beginning of the CMS school year.

The liquidated damages are **One Thousand Dollars ($ 1,000.00)** per calendar day.

PROSECUTION OF WORK:
(7-1-95) (Rev. 8-21-12) 108 SP1 G15R

The Contractor will be required to prosecute the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance of the project. The Contractor will not be permitted to suspend his operations except for reasons beyond his control or except where the Engineer has authorized a suspension of the Contractor's operations in writing.

In the event that the Contractor's operations are suspended in violation of the above provisions, the sum of one thousand dollars (**$1,000.00)** will be charged the Contractor for each and every calendar day that such suspension takes place. The said amount is hereby agreed upon as liquidated damages due to extra engineering and maintenance costs and due to increased public hazard resulting from a suspension of the work. Liquidated damages chargeable due to suspension of the work will be additional to any liquidated damages that may become chargeable due to failure to complete the work on time.

NO MAJOR CONTRACT ITEMS:
(2-19-02) (Rev. 8-21-07) 104 SP1 G31

None of the items included in this contract will be major items.

NO SPECIALTY ITEMS:
(7-1-95) 108-6 SP1 G34

None of the items included in this contract will be specialty items (see Article 108-6 of the *2018 Standard Specifications*).

DRIVEWAYS AND PRIVATE PROPERTY

The Contractor shall maintain access to driveways for all residents and property owners throughout the life of the project.

The Contractor shall not perform work for private citizens or agencies in conjunction with this project or within the project limits of this contract. Any driveway paved by a Contractor which ties into a Town system road being paved by the Contractor must be paved either prior to the road paving project or after its completion.

ASPHALT CONCRETE PLANT MIX PAVEMENTS

Revise the *2018 Standard Specifications* as follows:

Page 6-14, Table 609-3, LIMITS OF PRECISION FOR TEST RESULTS, replace with the following:

TABLE 609-3 LIMITS OF PRECISION FOR TEST RESULTS	
Mix Property	**Limits of Precision**
25.0 mm sieve (Base Mix)	± 10.0%
19.0 mm sieve (Base Mix)	± 10.0%
12.5 mm sieve (Intermediate & Type P-57)	± 6.0%
9.5 mm sieve (Surface Mix)	± 5.0%
4.75 mm sieve (Surface Mix)	± 5.0%
2.36 mm sieve (All Mixes, except S4.75A)	± 5.0%
1.18 mm sieve (S4.75A)	± 5.0%
0.075 mm sieve (All Mixes)	± 2.0%
Asphalt Binder Content	± 0.5%
Maximum Specific Gravity (G_{mm})	± 0.020
Bulk Specific Gravity (G_{mb})	± 0.030
TSR	± 15.0%
QA retest of prepared QC Gyratory Compacted Volumetric Specimens	± 0.015

Retest of QC Core Sample	± 1.2% (% Compaction)
Comparison QA Core Sample	± 2.0% (% Compaction)
QA Verification Core Sample	± 2.0% (% Compaction)
Density Gauge Comparison of QC Test	± 2.0% (% Compaction)
QA Density Gauge Verification Test	± 2.0% (% Compaction)

Page 6-17, Table 610-1, MIXING TEMPERATURE AT THE ASPHALT PLANT, replace with the following:

TABLE 610-1 MIXING TEMPERATURE AT THE ASPHALT PLANT	
Binder Grade	**JMF Temperature**
PG 58-28; PG 64-22	250 - 290°F
PG 76-22	300 - 325°F

Page 6-17, Subarticle 610-3(C), Job Mix Formula (JMF), lines 38-39, delete the fourth paragraph.

Page 6-18, Subarticle 610-3(C), Job Mix Formula (JMF), line 12, replace "SF9.5A" with "S9.5B".

Page 6-18, Table 610-3, MIX DESIGN CRITERIA, replace with the following:

TABLE 610-3 MIX DESIGN CRITERIA									
Mix Type	**Design ESALs millions** [A]	**Binder PG Grade**	**Compaction Levels**		**Max. Rut Depth (mm)**	**Volumetric Properties** [B]			
			G_{mm} @			**VMA**	**VTM**	**VFA**	**$\%G_{mm}$ @ N_{ini}**
			N_{ini}	**N_{des}**		**% Min.**	**%**	**Min.-Max.**	
S4.75A	< 1	64 - 22	6	50	11.5	16.0	4.0 - 6.0	65 - 80	≤ 91.5
S9.5B	0 - 3	64 - 22	6	50	9.5	16.0	3.0 - 5.0	70 - 80	≤ 91.5

S9.5C	3 - 30	64 - 22	7	65	6.5	15.5	3.0 - 5.0	65 - 78	≤ 90.5
S9.5D	> 30	76 - 22	8	100	4.5	15.5	3.0 - 5.0	65 - 78	≤ 90.0
I19.0C	ALL	64 - 22	7	65	-	13.5	3.0 - 5.0	65 - 78	≤ 90.5
B25.0C	ALL	64 - 22	7	65	-	12.5	3.0 - 5.0	65 - 78	≤ 90.5

	Design Parameter		**Design Criteria**
All Mix Types	Dust to Binder Ratio ($P_{0.075}$ / P_{be})		0.6 - 1.4 [C]
	Tensile Strength Ratio (TSR) [D]		85% Min. [E]

A. Based on 20 year design traffic.
B. Volumetric Properties based on specimens compacted to N_{des} as modified by the Department.
C. Dust to Binder Ratio ($P_{0.075}$ / P_{be}) for Type S4.75A is 1.0 - 2.0.
D. NCDOT-T-283 (No Freeze-Thaw cycle required).
E. TSR for Type S4.75A & B25.0C mixes is 80% minimum.

Page 6-19, Table 610-5, BINDER GRADE REQUIREMENTS (BASED ON RBR%), replace with the following:

TABLE 610-5
BINDER GRADE REQUIREMENTS (BASED ON RBR%)

Mix Type	**%RBR ≤ 20%**	**21% ≤ %RBR ≤ 30%**	**%RBR ≥ 30%**
S4.75A, S9.5B, S9.5C, I19.0C, B25.0C	PG 64-22	PG 64-22[A]	PG-58-28
S9.5D, OGFC	PG 76-22[B]	n/a	n/a

A. If the mix contains any amount of RAS, the virgin binder shall be PG 58-28.
B. Maximum Recycled Binder Replacement (%RBR) is 18% for mixes using PG 76-22 binder.

Page 6-20, Table 610-6, PLACEMENT TEMPERATURES FOR ASPHALT, replace with the following:

TABLE 610-6

PLACEMENT TEMPERATURES FOR ASPHALT

Asphalt Concrete Mix Type	**Minimum Surface and Air Temperature**
B25.0C	35°F
I19.0C	35°F

S4.75A, S9.5B, S9.5C	40°F [A]
S9.5D	50°F

A. For the final layer of surface mixes containing recycled asphalt shingles (RAS), the minimum surface and air temperature shall be 50°F.

Page 6-21, Article 610-8, SPREADING AND FINISHING, lines 34-35, delete the second sentence and replace with the following:

Use an MTV for all surface mix regardless of binder grade on Interstate, US Routes, and NC Routes (primary routes) that have 4 or more lanes and median divided.

Page 6-21, Article 610-8, SPREADING AND FINISHING, lines 36-38, delete the fourth sentence and replace with the following:

Use MTV for all ramps, loops, Y-line that have 4 or more lanes and are median divided, full width acceleration lanes, full width deceleration lanes, and full width turn lanes that are greater than 1000 feet in length.

Page 6-23, Table 610-7, DENSITY REQUIREMENTS, replace with the following:

TABLE 610-7 **DENSITY REQUIREMENTS**	
Mix Type	**Minimum % G_{mm}** **(Maximum Specific Gravity)**
S4.75A	85.0 [A]
S9.5B	90.0
S9.5C, S9.5D, I19.0C, B25.0C	92.0

A. Compaction to the above specified density will be required when the S4.75A mix is applied at a rate of 100 lbs/sy or higher.

Page 6-24, Article 610-13, FINAL SURFACE TESTING, lines 35-36, delete the second sentence and replace with the following:

Final surface testing is not required on ramps, loops and turn lanes.

Page 6-26, Subarticle 610-13(A)(1), Acceptance for New Construction, lines 29-30, delete the second sentence and replace with the following:

Areas excluded from testing by the profiler may be tested using a 10-foot straightedge in accordance with Article 610-12.

Page 6-27, Subarticle 610-13(B), Option 2- North Carolina Hearne Straightedge, lines 41-46, delete the eighth and ninth sentence of this paragraph and replace with the following:

Take profiles over the entire length of the final surface travel lane pavement exclusive of structures, approach slabs, paved shoulders, tapers, or other irregular shaped areas of pavement, unless otherwise approved by the Engineer. Test in accordance with this provision all mainline travel lanes, full width acceleration or deceleration lanes and collector lanes.

Page 6-28, Subarticle 610-13(B), Option 2- North Carolina Hearne Straightedge, lines 1-2, delete these two lines.

Page 6-32, Article 610-16 MEASUREMENT AND PAYMENT, replace with the following:

Pay Item	**Pay Unit**
Asphalt Concrete Base Course, Type B25.0C	Ton
Asphalt Concrete Intermediate Course, Type I19.0C	Ton
Asphalt Concrete Surface Course, Type S4.75A	Ton
Asphalt Concrete Surface Course, Type S9.5B	Ton
Asphalt Concrete Surface Course, Type S9.5C	Ton
Asphalt Concrete Surface Course, Type S9.5D	Ton

Page 10-30, Table 1012-1, AGGREGATE CONSENSUS PROPERTIES, replace with the following:

TABLE 1012-1
AGGREGATE CONSENSUS PROPERTIES[A]

Mix Type	**Coarse Aggregate Angularity[B]**	**Fine Aggregate Angularity % Minimum**	**Sand Equivalent % Minimum**	**Flat and Elongated 5 : 1 Ratio % Maximum**
Test Method	*ASTM D5821*	*AASHTO T 304*	*AASHTO T 176*	*ASTM D4791*
S4.75A; S9.5B	75 / -	40	40	-

S9.5C; I19.0C; B25.0C	95 / 90	45	45	10
S9.5D	100 / 100	45	50	10
OGFC	100 / 100	45	45	10
UBWC	100 / 85	45	45	10

A. Requirements apply to the design aggregate blend.
B. 95 / 90 denotes that 95% of the coarse aggregate has one fractured face and 90% has 2 or more fractured faces.

FUEL PRICE ADJUSTMENT:
(11-15-05) (Rev. 2-18-14) 109-8 SP1 G43

Revise the *2018 Standard Specifications* as follows:

Page 1-87, Article 109-8, Fuel Price Adjustments, add the following:

The base index price for DIESEL #2 FUEL is **$ 1.5711** per gallon. Where any of the following are included as pay items in the contract, they will be eligible for fuel price adjustment.

The pay items and the fuel factor used in calculating adjustments to be made will be as follows:

Description	**Units**	**Fuel Usage Factor Diesel**
Unclassified Excavation	Gal/CY	0.29
Borrow Excavation	Gal/CY	0.29
Class IV Subgrade Stabilization	Gal/Ton	0.55
Aggregate Base Course	Gal/Ton	0.55
Sub-Ballast	Gal/Ton	0.55
Asphalt Concrete Base Course, Type ____	Gal/Ton	2.90
Asphalt Concrete Intermediate Course, Type ____	Gal/Ton	2.90
Asphalt Concrete Surface Course, Type ____	Gal/Ton	2.90
Open-Graded Asphalt Friction Course	Gal/Ton	2.90

Permeable Asphalt Drainage Course, Type ____	Gal/Ton	2.90
Sand Asphalt Surface Course, Type ____	Gal/Ton	2.90
Aggregate for Cement Treated Base Course	Gal/Ton	0.55
Portland Cement for Cement Treated Base Course	Gal/Ton	0.55
__" Portland Cement Concrete Pavement	Gal/SY	0.245
Concrete Shoulders Adjacent to __" Pavement	Gal/SY	0.245

PRICE ADJUSTMENT - ASPHALT BINDER FOR PLANT MIX:
(11-21-00) 620 SP6 R25

Price adjustments for asphalt binder for plant mix will be made in accordance with Section 620 of the *2018 Standard Specifications.*

The base price index for asphalt binder for plant mix is **$ 375.00** per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **January 1, 2021**.

CONCRETE CURB AND GUTTER AND APRONS

All concrete curb and gutter shall be constructed in accordance with Section 846 of the Standard Specifications and Roadway Standard Drawing 846.01. Concrete shall be Class -B- for 2'- 6" Curb & Gutter. All 1'-6" Curb & Gutter (in the Roundabouts) and 7" Concrete Truck Mountable Apron shall be Class -AA. All concrete shall be given a light broom finish with the brush marks parallel to the curb line or gutter line. Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. No concrete shall be placed until the forms and base have been inspected and approved by The Town of Huntersville. Curb and gutter placed by machine shall not be placed until the stringline and base have been inspected and approved by The Town of Huntersville.

The contract unit bid price per linear foot will include all incidentals associated with performing this work. This includes but is not limited to removing damaged 1'-6" or 2'-6" curb and gutter, disposing of same and replacing with new 1'-6" or 2'-6" concrete curb and gutter.

Payment will be made under:

Pay Item	Pay Unit
1'-6" Concrete Curb & Gutter, Class AA Concrete	Linear Foot
2'-6" Concrete Curb & Gutter	Linear Foot
7" Truck Mountable Concrete Apron, Class AA Concrete	Square Yard

4" SCHEDULE 40 PVC CONDUIT WITH TWO EACH 90 DEGREE ELBOWS AND CAPS

4" Schedule 40 PVC Conduit with 2 Each 90 Degree Elbows and Caps will be measured and paid for by the actual linear foot of conduit installed. Such price and payment will be full compensation for all work covered by this section, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to install the electrical conduit, 90 degree elbows, and caps.

Payment will be made under:

Pay Item	Pay Unit
4" Schedule 40 PVC Conduit with 2 Each 90 Degree Elbows and Caps	Linear Foot

FLOWABLE FILL

Description

This work consists of all work necessary to place flowable fill in accordance with these provisions, the plans, and as directed.

Materials

Refer to Division 10 of the 2018 Standard Specifications.

Construction Methods

Item	Section
Flowable Fill	1000-6

Discharge flowable fill material directly from the truck into the space to be filled, or by other approved methods. The mix may be placed full depth or in lifts as site conditions dictate. The Contractor shall provide a method to plug the ends of the existing pipe in order to contain the flowable fill.

Measurement and Payment

At locations where flowable fill is called for on the plans and a pay item for flowable fill is included in the contract, Flowable Fill will be measured in cubic yards and paid as the actual number of cubic yards that have been satisfactorily placed and accepted. Such price and payment will be full compensation for all work covered by this provision including, but not limited to, the mix design, furnishing, hauling, placing and containing the flowable fill.

Payment will be made under:

Pay Item	Pay Unit
Flowable Fill	Cubic Yard

MODIFIED CONCRETE FLUME WITH CONCRETE OUTLET

At locations shown in the plans, construct concrete flumes, concrete curb, and apron in accordance with the details in the plans. Use materials meeting the requirements of Section 825 of the 2018 Standard Specifications except that the concrete must be Class B or of higher compressive strength.

Each concrete flume, concrete curb, and apron completed and accepted will be paid at the contract unit price per each for Modified Concrete Flume. Such price and payment will be full compensation for all materials, labor, equipment, tools, removing and disposing of the temporary slope drains, and any other incidentals necessary to complete the work satisfactorily.

The concrete curb and ditch outside the pay limits of the apron will be measured and paid in accordance with Section 846 and 850 of the 2018 Standard Specifications.

Payment will be made under:

Pay Item	Pay Unit
Modified Concrete Flume	Each

THERMOPLASTIC PAVEMENT MARKING MATERIAL – COLOR TESTING:

3-19-19 1087 SP10 R05

Revise the *2018 Standard Specifications* as follows:

Pages 10-183 and 10-184, Subarticle 1087-7(D)(1)(b) Yellow, lines 9-11, delete and replace with the following:

Obtain Color Values Y,x,y per ASTM E1349 using C/2° illuminant/observer.
Results shall be Y ≥ 45%, and x,y shall fall within PR#1 chart chromaticity limits.

TEMPORARY CHAIN LINK FENCE:

(7-1-95) (Rev. 1-19-16) 866 SP8 R85

Description

Construct a temporary chain link fence with fabric around Veterans Park as directed by the Construction Engineer.

Materials

Use only fabric and posts that have been approved by the Engineer. Materials shall meet the requirements of Article 866-2 of the *2018 Standard Specifications*.

Construction Methods

Construct the fence in accordance with Subarticle 866-3(C) and the *Roadway Standard Drawing* 866.02. The fence shall be maintained with fabric taut and securely fastened to the posts at all times. Barbed wire shall be installed along the top of the posts and at any ditch locations as determined by the Engineer.

After the fence has served its purpose and is no longer needed, as determined by the Engineer, it will become the property of the Contractor and shall be removed and disposed of by him.

Measurement and Payment

Temporary __" Woven Wire Fence, Complete with Posts will be measured and paid as the actual number of linear feet of fence constructed and accepted, measured in place from center of end post to center of end post. Such price and payment will be full compensation for all materials, labor, fence maintenance, and incidentals including fence, posts, gates, and barbed wire necessary to satisfactorily complete the work.

Payment will be made under:

Pay Item	Pay Unit
Temporary __" Woven Wire Fence, Complete with Posts	Linear Foot

PROJECT SPECIAL PROVISIONS – PAVEMENT MARKINGS

DocuSigned by:
Matthew V. Springer
BC60F6E8B584403...
1/3/2019

<u>EXTRUDED THERMOPLASTIC PAVEMENT MARKING THICKNESS:</u>
(03-19-19)

Revise the *2018 Standard Specifications* as follows:

Page 12-6, Subarticle 1205-4(A)(1) General, lines 5-8, delete the second sentence and replace with the following:

Use application equipment that provides multiple width settings ranging from 4 inches to 12 inches and multiple thickness settings to achieve a minimum pavement marking thickness of 0.090 inch above the surface of the pavement.

Page 12-7, Table 1205-3, THICKNESS REQUIREMENTS FOR THERMOPLASTIC, replace with the following:

TABLE 1205-3 MINIMUM THICKNESS REQUIREMENTS FOR THERMOPLASTIC	
Thickness	**Location**
240 mils	In-lane and shoulder-transverse pavement markings (rumble strips). May be placed in 2 passes.
90 mils	Center lines, skip lines, transverse bands, mini-skip lines, characters, bike lane symbols, crosswalk lines, edge lines, gore lines, diagonals, and arrow symbols

PROJECT SPECIAL PROVISIONS – EROSION CONTROL

NORTH CAROLINA PROFESSIONAL SEAL 041253 ENGINEER ROBERT M. GREENE

DocuSigned by: Robert M. Greene 04/28/2020

COIR FIBER MAT:

Description

Furnish material, install and maintain coir fiber mat in locations shown on the plans or in locations as directed. Work includes providing all materials, excavating and backfilling, and placing and securing coir fiber mat with stakes, steel reinforcement bars or staples as directed.

Materials

Item	Section
Coir Fiber Mat	1060-14

Anchors: Stakes, reinforcement bars, or staples shall be used as anchors.

Wooden Stakes:

Provide hardwood stakes 12"- 24" long with a 2" x 2" nominal square cross section. One end of the stake must be sharpened or beveled to facilitate driving through the coir fiber mat and down into the underlying soil. The other end of the stake needs to have a 1"- 2" long head at the top with a 1"- 2" notch following to catch and secure the coir fiber mat.

Steel Reinforcement Bars:

Provide uncoated #10 steel reinforcement bars 24" nominal length. The bars shall have a 4" diameter bend at one end with a 4" straight section at the tip to catch and secure the coir fiber mat.

Staples:

Provide staples made of 0.125" diameter new steel wire formed into a *u* shape not less than 12" in length with a throat of 1" in width.

Construction Methods

Place the coir fiber mat immediately upon final grading. Provide a smooth soil surface free from stones, clods, or debris that will prevent the contact of the mat with the soil. Unroll the mat and apply without stretching such that it will lie smoothly but loosely on the soil surface.

For stream relocation applications, take care to preserve the required line, grade, and cross section of the area covered. Bury the top slope end of each piece of mat in a narrow trench at least 6 in. deep and tamp firmly. Where one roll of matting ends and a second roll begins, overlap the end of the upper roll over the buried end of the second roll so there is a 6 in. overlap. Construct check trenches at least 12 in. deep every 50 ft. longitudinally along the edges of the mat or as directed. Fold over and bury mat to the full depth of the trench, close and tamp firmly. Overlap mat at least 6 in. where 2 or more widths of mat are installed side by side.
Place anchors across the mat at the ends approximately 1 ft. apart. Place anchors along the outer edges and down the center of the mat 3 ft. apart.

Adjustments in the trenching or anchoring requirements to fit individual site conditions may be required.

Measurement and Payment

Coir Fiber Mat will be measured and paid for as the actual number of square yards measured along the surface of the ground over which coir fiber mat is installed and accepted.

No measurement will be made for anchor items.

Payment will be made under:

Pay Item	Pay Unit
Coir Fiber Mat	Square Yard

PERMANENT SOIL REINFORCEMENT MAT:

Description

This work consists of furnishing and placing *Permanent Soil Reinforcement Mat*, of the type specified, over previously prepared areas as directed.

Materials

The product shall be a permanent erosion control reinforcement mat and shall be constructed of synthetic or a combination of coconut and synthetic fibers evenly distributed throughout the mat between a bottom UV stabilized netting and a heavy duty UV stabilized top net. The matting

shall be stitched together with UV stabilized polypropylene thread to form a permanent three-dimensional structure. The mat shall have the following minimum physical properties:

Property	**Test Method**	Value	**Unit**
Light Penetration	ASTM D6567	9	%
Thickness	ASTM D6525	0.40	in
Mass Per Unit Area	ASTM D6566	0.55	lb/sy
Tensile Strength	ASTM D6818	385	lb/ft
Elongation (Maximum)	ASTM D6818	49	%
Resiliency	ASTM D1777	>70	%
UV Stability *	ASTM D4355	≥80	%
Porosity (Permanent Net)	ECTC Guidelines	≥85	%
Maximum Permissible Shear Stress (Vegetated)	Performance Bench Test	≥8.0	lb/ft^2
Maximum Allowable Velocity (Vegetated)	Performance Bench Test	≥16.0	ft/s

*ASTM D1682 Tensile Strength and % strength retention of material after 1000 hours of exposure.

Submit a certification (Type 1, 2, or 3) from the manufacturer showing:

(A) the chemical and physical properties of the mat used, and
(B) conformance of the mat with this specification.

Construction Methods

Matting shall be installed in accordance with Subarticle 1631-3(B) of the *Standard Specifications*.

All areas to be protected with the mat shall be brought to final grade and seeded in accordance with Section 1660 of the *Standard Specifications*. The surface of the soil shall be smooth, firm, stable and free of rocks, clods, roots or other obstructions that would prevent the mat from lying in direct contact with the soil surface. Areas where the mat is to be placed will not need to be mulched.

Measurement and Payment

Permanent Soil Reinforcement Mat will be measured and paid for as the actual number of square yards measured along the surface of the ground over which Permanent Soil Reinforcement Mat is installed and accepted. Overlaps will not be included in the measurement, and will be considered as incidental to the work. Such payment shall be full compensation for furnishing and installing the mat, including overlaps, and for all required maintenance.

Payment will be made under:

Pay Item	**Pay Unit**
Permanent Soil Reinforcement Mat	Square Yard

<u>COIR FIBER WATTLES with Polyacrylamide (PAM)</u>

Description

Coir Fiber Wattles are tubular products consisting of coir fibers (coconut fibers) encased in coir fiber netting. Coir Fiber Wattles are used on slopes or channels to intercept runoff and act as a velocity break. Coir Fiber Wattles are to be placed at locations shown on the plans or as directed. Installation shall follow the detail provided in the plans and as directed. Work includes furnishing materials, installation of coir fiber wattles, matting installation, PAM application, and removing wattles.

Materials

Coir Fiber Wattle shall meet the following specifications:

100% Coir (Coconut) Fibers

Minimum Diameter	12 in.
Minimum Density	3.5 lb/ft3 +/- 10%
Net Material	Coir Fiber
Net Openings	2 in. x 2 in.
Net Strength	90 lbs.
Minimum Weight	2.6 lbs./ft. +/- 10%

Anchors: Stakes shall be used as anchors.

Wooden Stakes:

Provide hardwood stakes a minimum of 2-ft. long with a 2 in. x 2 in. nominal square cross section. One end of the stake must be sharpened or beveled to facilitate driving down into the underlying soil.
Matting shall meet the requirements of Article 1060-8 of the Standard Specifications, or shall meet specifications provided elsewhere in this contract.

Provide staples made of 0.125" diameter new steel wire formed into a u shape not less than 12" in length with a throat of 1" in width.

Polyacrylamide (PAM) shall be applied in powder form and shall be anionic or neutrally charged. Soil samples shall be obtained in areas where the wattles will be placed, and from offsite material used to construct the roadway, and analyzed for the appropriate PAM flocculant to be utilized with each wattle. The PAM product used shall be listed on the North Carolina Department of Environmental Quality Division of Water Resources web site as an approved PAM product for use in North Carolina.

Construction Methods

Coir Fiber Wattles shall be secured to the soil by wire staples approximately every 1 linear foot and at the end of each section of wattle. A minimum of 4 stakes shall be installed on the downstream side of the wattle with a maximum spacing of 2 linear feet along the wattle, and according to the detail. Install a minimum of 2 stakes on the upstream side of the wattle according to the detail provided in the plans. Stakes shall be driven into the ground a minimum of 10 in. with no more than 2 in. projecting from the top of the wattle. Drive stakes at an angle according to the detail provided in the plans.

Only install coir fiber wattle(s) to a height in ditch so flow will not wash around wattle and scour ditch slopes and according to the detail provided in the plans and as directed. Overlap adjoining sections of wattles a minimum of 6 in.

Installation of matting shall be in accordance with the detail provided in the plans, and in accordance with Article 1631-3 of the Standard Specifications, or in accordance with specifications provided elsewhere in this contract.

Apply PAM over the lower center portion of the coir fiber wattle where the water is going to flow over at a rate of 2 ounces per wattle, and 1 ounce of PAM on matting on each side of the wattle. PAM applications shall be done during construction activities after every rainfall event that is equal to or exceeds 0.50 in.

The Contractor shall maintain the coir fiber wattles until the project is accepted or until the wattles are removed, and shall remove and dispose of silt accumulations at the wattles when so directed in accordance with the requirements of Section 1630 of the Standard Specifications.

Measurement and Payment

Coir Fiber Wattles will be measured and paid for by the actual number of linear feet of wattles which are installed and accepted. Such price and payment will be full compensation for all work covered by this section, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to install the Coir Fiber Wattles.

Matting will be measured and paid for in accordance with Article 1631-4 of the Standard Specifications, or in accordance with specifications provided elsewhere in this contract.

Polyacrylamide(PAM) will be measured and paid for by the actual weight in pounds of PAM applied to the coir fiber wattles. Such price and payment will be full compensation for all work covered by this section, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to apply the Polyacrylamide(PAM).

Payment will be made under:

Pay Item	Pay Unit
Polyacrylamide(PAM)	Pound
Coir Fiber Wattle	Linear Foot

CONCRETE WASHOUT STRUCTURE

Description

Concrete washout structures are enclosures above or below grade to contain concrete waste water and associated concrete mix from washing out ready-mix trucks, drums, pumps, or other equipment. Concrete washouts must collect and retain all the concrete washout water and solids, so that this material does not migrate to surface waters or into the ground water. These enclosures are not intended for concrete waste not associated with wash out operations.

The concrete washout structure may include constructed devices above or below ground and or commercially available devices designed specifically to capture concrete wash water.

Materials

Item	Section
Temporary Silt Fence	1605

Safety Fence shall meet the specifications as provided elsewhere in this contract.

Geomembrane basin liner shall meet the following minimum physical properties for low permeability; it shall consist of a polypropylene or polyethylene 10 mil think geomembrane. If the minimum setback dimensions can be achieved the liner is not required. (5 feet above groundwater, 50 feet from top of bank of perennial stream, other surface water body, or wetland.)

Construction Methods

Build an enclosed earthen berm or excavate to form an enclosure in accordance with the details and as directed.

Install temporary silt fence around the perimeter of the enclosure in accordance with the details and as directed if structure is not located in an area where existing erosion and sedimentation control devices are capable to containing any loss of sediment.

Post a sign with the words "Concrete Washout" in close proximity of the concrete washout area, so it is clearly visible to site personnel. Install safety fence as directed for visibility to construction traffic.

The construction details for the above grade and below grade concrete washout structures can be found on the following web page link:

https://connect.ncdot.gov/resources/roadside/SoilWaterDocuments/ConcreteWashoutStructuredetail.pdf

Alternate details for accommodating concrete washout may be submitted for review and approval.

The alternate details shall include the method used to retain and dispose of the concrete waste water within the project limits and in accordance with the minimum setback requirements. (5 feet above groundwater, 50 feet from top of bank of perennial stream, other surface water body, or wetland.)

Maintenance and Removal

Maintain the concrete washout structure(s) to provide adequate holding capacity plus a minimum freeboard of 12 inches. Remove and dispose of hardened concrete and return the structure to a functional condition after reaching 75% capacity.

Inspect concrete washout structures for damage and maintain for effectiveness.

Remove the concrete washout structures and sign upon project completion. Grade the earth material to match the existing contours and permanently seed and mulch area.

Measurement and Payment

Concrete Washout Structure will be paid for per each enclosure installed in accordance with the details. If alternate details are approved then those details will also be paid for per each approved and installed device.

Temporary Silt Fence will be measured and paid for in accordance with Article 1605-5 of the *Standard Specifications*.

No measurement will be made for other items or for over excavation or stockpiling.

Payment will be made under:

Pay Item	**Pay Unit**
Concrete Washout Structure	Each

MINIMIZE REMOVAL OF VEGETATION

The Contractor shall minimize removal of vegetation within project limits to the maximum extent practicable. Vegetation along stream banks and adjacent to other jurisdictional resources outside the construction limits shall only be removed upon approval of Engineer. No additional payment will be made for this minimization work.

RESPONSE FOR EROSION CONTROL

Description

Furnish the labor, materials, tools and equipment necessary to move personnel, equipment, and supplies to the project necessary for the pursuit of any or all of the following work as shown herein, by an approved subcontractor.

Section	Erosion Control Item	Unit
1605	Temporary Silt Fence	LF
1606	Special Sediment Control Fence	LF/TON
1615	Temporary Mulching	ACR
1620	Seed - Temporary Seeding	LB
1620	Fertilizer - Temporary Seeding	TN
1631	Matting for Erosion Control	SY

SP	Coir Fiber Mat	SY
1640	Coir Fiber Baffles	LF
SP	Permanent Soil Reinforcement Mat	SY
1660	Seeding and Mulching	ACR
1661	Seed - Repair Seeding	LB
1661	Fertilizer - Repair Seeding	TON
1662	Seed - Supplemental Seeding	LB
1665	Fertilizer Topdressing	TON
SP	Safety/Highly Visible Fencing	LF
SP	Response for Erosion Control	EA

Construction Methods

Provide an approved subcontractor who performs an erosion control action as described in the NPDES Inspection Form SPPP30. Each erosion control action may include one or more of the above work items.

Measurement and Payment

Response for Erosion Control will be measured and paid for by counting the actual number of times the subcontractor moves onto the project, including borrow and waste sites, and satisfactorily completes an erosion control action described in Form 1675. The provisions of Article 104-5 of the *Standard Specifications* will not apply to this item of work.

Payment will be made under:

Pay Item	**Pay Unit**
Response for Erosion Control	Each

STABILIZATION REQUIREMENTS

Stabilization for this project shall comply with the time frame guidelines as specified by the NCG-010000 general construction permit effective April 1, 2019 issued by the North Carolina Department of Environmental Quality Division of Water Resources. Temporary or permanent ground cover stabilization shall occur within 7 calendar days from the last land-disturbing activity, with the following exceptions in which temporary or permanent ground cover shall be provided in 14 calendar days from the last land-disturbing activity:

- Slopes between 2:1 and 3:1, with a slope length of 10 ft. or less
- Slopes 3:1 or flatter, with a slope of length of 50 ft. or less
- Slopes 4:1 or flatter

The stabilization timeframe for High Quality Water (HQW) Zones shall be 7 calendar days with no exceptions for slope grades or lengths. High Quality Water Zones (HQW) Zones are defined by North Carolina Administrative Code 15A NCAC 04A.0105 (25). Temporary and permanent ground cover stabilization shall be achieved in accordance with the provisions in this contract and as directed.

SEEDING AND MULCHING - (West)

The kinds of seed and fertilizer, and the rates of application of seed, fertilizer, and limestone, shall be as stated below. During periods of overlapping dates, the kind of seed to be used shall be determined. All rates are in pounds per acre.

Shoulder and Median Areas

August 1 - June 1		May 1 - September 1	
20#	Kentucky Bluegrass	20#	Kentucky Bluegrass
75#	Hard Fescue	75#	Hard Fescue
25#	Rye Grain	10#	German or Browntop Millet
500#	Fertilizer	500#	Fertilizer
4000#	Limestone	4000#	Limestone

Areas Beyond the Mowing Pattern, Waste and Borrow Areas:

August 1 - June 1		May 1 - September 1	
100#	Tall Fescue	100#	Tall Fescue
15#	Kentucky Bluegrass	15#	Kentucky Bluegrass
30#	Hard Fescue	30#	Hard Fescue
25#	Rye Grain	10#	German or Browntop Millet
500#	Fertilizer	500#	Fertilizer
4000#	Limestone	4000#	Limestone

Approved Tall Fescue Cultivars

06 Dust	Escalade	Justice	Serengeti
2nd Millennium	Essential	Kalahari	Shelby
3rd Millennium	Evergreen 2	Kitty Hawk 2000	Sheridan
Apache III	Falcon IV	Legitimate	Signia
Avenger	Falcon NG	Lexington	Silver Hawk
Barlexas	Falcon V	LSD	Sliverstar

Barlexas II	Faith	Magellan	Shenandoah Elite
Bar Fa	Fat Cat	Matador	Sidewinder
Barrera	Festnova	Millennium SRP	Skyline
Barrington	Fidelity	Monet	Solara
Barrobusto	Finelawn Elite	Mustang 4	Southern Choice II
Barvado	Finelawn Xpress	Ninja 2	Speedway
Biltmore	Finesse II	Ol' Glory	Spyder LS
Bingo	Firebird	Olympic Gold	Sunset Gold
Bizem	Firecracker LS	Padre	Taccoa
Blackwatch	Firenza	Patagonia	Tanzania
Blade Runner II	Five Point	Pedigree	Trio
Bonsai	Focus	Picasso	Tahoe II
Braveheart	Forte	Piedmont	Talladega
Bravo	Garrison	Plantation	Tarheel
Bullseye	Gazelle II	Proseeds 5301	Terrano
Cannavaro	Gold Medallion	Prospect	Titan ltd
Catalyst	Grande 3	Pure Gold	Titanium LS
Cayenne	Greenbrooks	Quest	Tracer
Cessane Rz	Greenkeeper	Raptor II	Traverse SRP
Chipper	Gremlin	Rebel Exeda	Tulsa Time
Cochise IV	Greystone	Rebel Sentry	Turbo
Constitution	Guardian 21	Rebel IV	Turbo RZ
Corgi	Guardian 41	Regiment II	Tuxedo RZ
Corona	Hemi	Regenerate	Ultimate
Coyote	Honky Tonk	Rendition	Venture
Darlington	Hot Rod	Rhambler 2 SRP	Umbrella
Davinci	Hunter	Rembrandt	Van Gogh
Desire	Inferno	Reunion	Watchdog
Dominion	Innovator	Riverside	Wolfpack II
Dynamic	Integrity	RNP	Xtremegreen
Dynasty	Jaguar 3	Rocket	
Endeavor	Jamboree	Scorpion	

Approved Kentucky Bluegrass Cultivars:

4-Season	Blue Velvet	Gladstone	Quantum Leap
Alexa II	Blueberry	Granite	Rambo
America	Boomerang	Hampton	Rhapsody
Apollo	Brilliant	Harmonie	Rhythm
Arcadia	Cabernet	Impact	Rita
Aries	Champagne	Jefferson	Royce
Armada	Champlain	Juliet	Rubicon
Arrow	Chicago II	Jump Start	Rugby II
Arrowhead	Corsair	Keeneland	Shiraz
Aura	Courtyard	Langara	Showcase
Avid	Delight	Liberator	Skye

Award	Diva	Madison	Solar Eclipse
Awesome	Dynamo	Mercury	Sonoma
Bandera	Eagleton	Midnight	Sorbonne
Barduke	Emblem	Midnight II	Starburst
Barnique	Empire	Moon Shadow	Sudden Impact
Baroness	Envicta	Moonlight SLT	Total Eclipse
Barrister	Everest	Mystere	Touche
Barvette HGT	Everglade	Nu Destiny	Tsunami
Bedazzled	Excursion	NuChicago	Unique
Belissimo	Freedom II	NuGlade	Valor
Bewitched	Freedom III	Odyssey	Voyager II
Beyond	Front Page	Perfection	Washington
Blacksburg II	Futurity	Pinot	Zinfandel
Blackstone	Gaelic	Princeton 105	
Blue Note	Ginney II	Prosperity	

Approved Hard Fescue Cultivars:

Aurora II	Eureka II	Oxford	Scaldis II
Aurora Gold	Firefly	Reliant II	Spartan II
Berkshire	Granite	Reliant IV	Stonehenge
Bighorn GT	Heron	Rescue 911	
Chariot	Nordic	Rhino	

On cut and fill slopes 2:1 or steeper add 20# Sericea Lespedeza January 1 - December 31.

Fertilizer shall be 10-20-20 analysis. A different analysis of fertilizer may be used provided the 1-2-2 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as a 10-20-20 analysis and as directed.

TEMPORARY SEEDING:

Fertilizer shall be the same analysis as specified for *Seeding and Mulching* and applied at the rate of 400 pounds and seeded at the rate of 50 pounds per acre. German Millet, or Browntop Millet shall be used in summer months and rye grain during the remainder of the year. The Engineer will determine the exact dates for using each kind of seed.

FERTILIZER TOPDRESSING:

Fertilizer used for topdressing shall be 16-8-8 grade and shall be applied at the rate of 500 pounds per acre. A different analysis of fertilizer may be used provided the 2-1-1 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as 16-8-8 analysis and as directed.

SUPPLEMENTAL SEEDING:

The kinds of seed and proportions shall be the same as specified for *Seeding and Mulching*, and the rate of application may vary from 25# to 75# per acre. The actual rate per acre will be determined prior to the time of topdressing and the Contractor will be notified in writing of the rate per acre, total quantity needed, and areas on which to apply the supplemental seed. Minimum tillage equipment, consisting of a sod seeder shall be used for incorporating seed into the soil as to prevent disturbance of existing vegetation. A clodbuster (ball and chain) may be used where degree of slope prevents the use of a sod seeder.

MOWING:

The minimum mowing height on this project shall be six inches.

TEMPORARY ROCK SILT CHECK TYPE A with Excelsior MATTING AND Polyacrylamide (PAM)

Description

Temporary Rock Silt Checks Type A with Excelsior Matting and Polyacrylamide (PAM) are devices utilized in temporary and permanent ditches to reduce runoff velocity and incorporate PAM into the construction runoff to increase settling of sediment particles and reduce turbidity of runoff. Temporary Rock Silt Checks Type A with Excelsior Matting and PAM are to be placed at locations shown on the plans or as directed. Installation shall follow the detail provided in the plans and as directed. Work includes furnishing materials, installation of Temporary Rock Silt Checks Type A, matting installation, PAM application, and removing Temporary Rock Silt Checks Type A with Excelsior Matting and PAM.

Materials

Structural stone shall be class B stone that meets the requirements of Section 1042 of the *Standard Specifications* for Stone for Erosion Control, Class B.

Sediment control stone shall be #5 or #57 stone, which meets the requirements of Section 1005 of the *Standard Specifications* for these stone sizes.

Matting shall meet the requirements of Excelsior Matting in Subarticle 1060-8(B) of the *Standard Specifications*, or shall meet specifications provided elsewhere in this contract.

Polyacrylamide (PAM) shall be applied in powder form and shall be anionic or neutrally charged. Soil samples shall be obtained in areas where the Temporary Rock Silt Checks Type A with Excelsior Matting and PAM will be placed, and from offsite material used to construct the roadway, and analyzed for the appropriate PAM flocculant to be utilized with each Temporary

Rock Silt Check Type A. The PAM product used shall be listed on the North Carolina Department of Environmental Quality Division of Water Resources web site as an approved PAM product for use in North Carolina.

Construction Methods

Temporary Rock Silt Checks Type A shall be installed in accordance with Subarticle 1633-3(A) of the *Standard Specifications*, Roadway Standard Drawing No. 1633.01 and the detail provided in the plans.

Installation of matting shall be in accordance with the detail provided in the plans, and anchored by placing Class B stone on top of the matting at the upper and lower ends.

Apply PAM at a rate of 4 ounces over the center portion of the Temporary Rock Silt Checks Type A and matting where the water is going to flow over. PAM applications shall be done during construction activities and after every rainfall event that is equal to or exceeds 0.50 in.

The Contractor shall maintain the Temporary Rock Silt Checks Type A with Excelsior Matting and PAM until the project is accepted or until the Temporary Rock Silt Checks Type A with Excelsior Matting and PAM are removed, and shall remove and dispose of silt accumulations at the Temporary Rock Silt Checks Type A with Excelsior Matting and PAM when so directed in accordance with the requirements of Section 1630 of the *Standard Specifications*.

Measurement and Payment

Temporary Rock Silt Checks Type A will be measured and paid for in accordance with Article 1633-5 of the *Standard Specifications*, or in accordance with specifications provided elsewhere in this contract.

Matting will be measured and paid for in accordance with Article 1631-4 of the *Standard Specifications*, or in accordance with specifications provided elsewhere in this contract.

Polyacrylamide(PAM) will be measured and paid for by the actual weight in pounds of PAM applied to the Temporary Rock Silt Checks Type A. Such price and payment will be full compensation for all work covered by this section, including, but not limited to, furnishing all materials, labor, equipment and incidentals necessary to apply the *Polyacrylamide(PAM)*.

Payment will be made under:

Pay Item	**Pay Unit**
Polyacrylamide(PAM)	Pound

SKIMMER BASIN WITH BAFFLES

Description

Provide a skimmer basin to remove sediment from construction site runoff at locations shown in the erosion control plans. See the Skimmer Basin with Baffles Detail sheet provided in the erosion control plans. Work includes constructing sediment basin, installation of temporary slope drain pipe and coir fiber baffles, furnishing, installation and cleanout of skimmer, providing and placing stone pad on bottom of basin underneath skimmer device, providing and placing a geotextile spillway liner, providing coir fiber mat stabilization for the skimmer outlet, disposing of excess materials, removing temporary slope drain, coir fiber baffles, geotextile liner and skimmer device, backfilling basin area with suitable material and providing proper drainage when basin area is abandoned.

Materials

Item	Section
Stone for Erosion Control, Class B	1042
Geotextile for Soil Stabilization, Type 4	1056
Fertilizer for Temporary Seeding	1060-2
Seed for Temporary Seeding	1060-4
Seeding and Mulching	1060-4
Matting for Erosion Control	1060-8
Staples	1060-8
Coir Fiber Mat	1060-14
Temporary Slope Drain	1622-2
Coir Fiber Baffle	1640

Provide appropriately sized and approved skimmer device.

Provide Schedule 40 PVC pipe with a length of 6 ft. to attach to the skimmer and the coupling connection to serve as the arm pipe. For skimmer sizes of 2.5 in. and smaller, the arm pipe diameter shall be 1.5 inches. For skimmer sizes of 3 in. and larger, refer to manufacturer recommendation.

Provide 4” diameter Schedule 40 PVC pipe to attach to coupling connection of skimmer to serve as the barrel pipe through the earthen dam.

Anchors: Staples, stakes, or reinforcement bars shall be used as anchors.

Wooden Stakes:

Provide hardwood stakes 12"- 24" long with a 2" x 2" nominal square cross section. One end of the stake must be sharpened or beveled to facilitate driving through the coir fiber mat and down into the underlying soil. The other end of the stake needs to have a 1"- 2" long head at the top with a 1"- 2" notch following to catch and secure the coir fiber mat.

Steel Reinforcement Bars:

Provide uncoated #10 steel reinforcement bars 24" nominal length. The bars shall have a 4" diameter bend at one end with a 4" straight section at the tip to catch and secure the coir fiber mat.

Staples:

Provide staples made of 0.125" diameter new steel wire formed into a *u* shape not less than 12" in length with a throat of 1" in width.

Construction Methods

Excavate basin according to the erosion control plans with basin surface free of obstructions, debris, and pockets of low-density material. Install temporary slope drain pipe and construct the primary spillway according to the Skimmer Basin with Baffles Detail sheet in the erosion control plans. Temporary slope drain pipe at inlet of basin may be replaced by geotextile as directed. Construct the coir fiber baffles according to *Roadway Standard Drawings* No. 1640.01 and Section 1640 of the *Standard Specifications*.

Install skimmer device according to manufacturer recommendations. Install 4” Schedule 40 PVC pipe into dam on the lower side of basin 1 ft. from the bottom of the basin and according to the detail, and extend the pipe so the basin will drain. Attach a 6 ft. arm pipe to the coupling connection and skimmer according to manufacturer recommendations. The coupling shall be rigid and non-buoyant and not exceed a diameter of 4” and 12” in length. Attach the rope included with the skimmer to the tee between the vent socket and the tube inlet, and the other end to a wooden stake or metal post. Clean out skimmer device when it becomes clogged with sediment and/or debris and is unable to float at the top of water in skimmer basin. Take appropriate measures to avoid ice accumulation in the skimmer device. Construct a stone pad of Class B stone directly underneath the skimmer device at bottom of basin. The pad shall be a minimum of 12” in height, and shall have a minimum cross sectional area of 4 ft. by 4 ft.

Line primary spillway with geotextile unrolled in the direction of flow and lay smoothly but loosely on soil surface without creases. Bury edges of geotextile in a trench at least 5" deep and tamp firmly. If geotextile for the primary spillway is not one continuous piece of material, make horizontal overlaps a minimum of 18" with upstream geotextile overlapping the downstream

geotextile. Secure geotextile with eleven gauge wire staples shaped into a *u* shape with a length of not less than 12" and a throat not less than 1" in width. Place staples along outer edges and throughout the geotextile a maximum of 3 ft. horizontally and vertically. Geotextile shall be placed to the bottom and across the entire width of the basin according to the Skimmer Basin with Baffles detail. Place sealant inside basin around barrel pipe on top of geotextile with a minimum width of 6 in.

At the skimmer outlet, provide a smooth soil surface free from stones, clods, or debris that will prevent contact of the coir fiber matting with the soil. Unroll the matting and apply without stretching such that it will lie smoothly but loosely on the soil surface. Wooden stakes, reinforcement bars, or staples may be used as anchors in accordance with the details in the plans and as directed. Place anchors across the matting at the ends approximately 1 ft. apart. Place anchors along the outer edges and down the center of the matting 3 ft. apart.

All bare side slope sections of the skimmer basin shall be seeded with a temporary or permanent seed mix as directed and in accordance with Articles 1620-3, 1620-4, 1620-5, 1660-4, 1660-5 and 1660-7 of the *Standard Specifications*. Straw or excelsior matting shall be installed on all bare side slope sections immediately upon the completion of seeding and in accordance with Article 1631-3 of the *Standard Specifications*.

Measurement and Payment

Silt Excavation will be measured and paid for in accordance with Article 1630-4 of the *Standard Specifications*, as calculated from the typical section throughout the length of the basin as shown on the final approved plans.

Geotextile for Soil Stabilization will be measured and paid for in accordance with Article 270-4 of the *Standard Specifications*.

Coir Fiber Baffles will be measured and paid for in accordance with Article 1640-4 of the *Standard Specifications*.

1 1/2" Skimmer will be measured in units of each. *1 1/2" Skimmer* will be measured and paid for as the maximum number of each size skimmer acceptably installed and in use at any one time during the life of the project. Barrel and arm pipe, cleanout, relocation and reinstallation of *1 1/2" Skimmer* is considered incidental to the measurement of the quantity of *1 1/2" Skimmer* and no separate payment will be made. No separate payment shall be made if *1 1/2" Skimmer*, barrel and/or arm pipe(s) are damaged by ice accumulation.

Coir Fiber Mat will be measured and paid for as the actual number of square yards measured along the surface of the ground over which coir fiber mat is installed and accepted.

Temporary Slope Drain will be measured and paid for in accordance with Article 1622-4 of the *Standard Specifications*.

Stone for Erosion Control, Class A & Class B will be measured and paid for in accordance with Article 1610-4 of the *Standard Specifications*.

Seeding and Mulching will be measured and paid for in accordance with Article 1660-8 of the *Standard Specifications*.

Seed for Temporary Seeding will be measured and paid for in accordance with Article 1620-6 of the *Standard Specifications*.

Fertilizer for Temporary Seeding will be measured and paid for in accordance with Article 1620-6 of the *Standard Specifications*.

Matting for Erosion Control will be measured and paid for in accordance with Article 1631-4 of the *Standard Specifications*.

No measurement will be made for other items or for over excavation or stockpiling.

Payment will be made under:

Pay Item	**Pay Unit**
1 1/2" Skimmer	Each
Coir Fiber Mat	Square Yard

STOCKPILE AREAS

The Contractor shall install and maintain erosion control devices sufficient to contain sediment around any erodible material stockpile areas as directed.

ACCESS AND HAUL ROADS

At the end of each working day, the Contractor shall install or re-establish temporary diversions or earth berms across access/haul roads to direct runoff into sediment devices. Silt fence sections that are temporarily removed shall be reinstalled across access/haul roads at the end of each working day.

TEMPORARY DIVERSION

This work consists of installation, maintenance, and cleanout of *Temporary Diversions* in accordance with Section 1630 of the *Standard Specifications*. The quantity of excavation for installation and cleanout will be measured and paid for as *Silt Excavation* in accordance with Article 1630-3 of the *Standard Specifications*.

WASTE AND BORROW SOURCES

Payment for temporary erosion control measures, except those made necessary by the Contractor's own negligence or for his own convenience, will be paid for at the appropriate contract unit price for the devices or measures utilized in borrow sources and waste areas.

No additional payment will be made for erosion control devices or permanent seeding and mulching in any commercial borrow or waste pit. All erosion and sediment control practices that may be required on a commercial borrow or waste site will be done at the Contractor's expense.

All offsite Staging Areas, Borrow and Waste sites shall be in accordance with "Borrow and Waste Site Reclamation Procedures for Contracted Projects" located at:

https://connect.ncdot.gov/resources/roadside/FieldOperationsDocuments/ContractedReclamationProcedures.pdf

All forms and documents referenced in the "Borrow and Waste Site Reclamation Procedures for Contracted Projects" shall be included with the reclamation plans for offsite staging areas, and borrow and waste sites.

PROJECT SPECIAL PROVISIONS – ITS & SIGNALS

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NORTH CAROLINA PROFESSIONAL SEAL 34372 ENGINEER DANIEL A. JOHNSON

DocuSigned by: 04-01-2020
Daniel A. Johnson
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Document not considered final unless all signatures completed.

Signals and Intelligent Transportation Systems
Project Special Provisions
(Version 18.2)

Prepared By: DAJ
1-Apr-20

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1. 2018 STANDARD SPECIFICATIONS FOR ROADS & STRUCTURES

The 2018 Standard Specifications are revised as follows:

1.1. GENERAL REQUIREMENTS – Construction Methods (1700-3(K))

Page 17-4, revise sentence starting on line 14 to read "Modify existing electrical services, as necessary, to meet the grounding requirements of the NEC, these *Standard Specifications, Standard Drawings,* and the project plans."

Page 17-4, revise sentence beginning on line 21 to read "Furnish and install additional ground rods to grounding electrode system as necessary to meet the *Standard Specifications, Standard Drawings*, and test requirements."

1.2. WOOD POLES – Construction Methods (1720-3)

Page 17-18, revise sentence starting on line 13 to read "On new Department-owned poles, install a grounding system consisting of #6 AWG solid bare copper wire that is mechanically crimped using an irreversible compression tool with die to a single ground rod installed at base of pole or to the electrical service grounding electrode system located within 10 feet of the pole."

2. SIGNAL HEADS

2.1. MATERIALS

A. General:

Fabricate vehicle signal head housings and end caps from die-cast aluminum. Fabricate 12-inch and 16-inch pedestrian signal head housings and end caps from die-cast aluminum. Fabricate 9-inch pedestrian signal head housings, end caps, and visors from virgin polycarbonate material. Provide visor mounting screws, door latches, and hinge pins fabricated from stainless steel. Provide interior screws, fasteners, and metal parts fabricated from stainless steel.

Fabricate tunnel and traditional visors from sheet aluminum.

Paint all surfaces inside and outside of signal housings and doors. Paint outside surfaces of tunnel and traditional visors, wire outlet bodies, wire entrance fitting brackets and end caps when supplied as components of messenger cable mounting assemblies, pole and pedestal mounting assemblies, and pedestrian pushbutton housings. Have electrostatically-applied, fused-polyester paint in highway yellow (Federal Standard 595C, Color Chip Number 13538) a minimum of 2.5 to 3.5 mils thick. Do not apply paint to the latching hardware, rigid vehicle signal head mounting brackets for mast-arm attachments, messenger cable hanger components or balance adjuster components.

Have the interior surfaces of tunnel and traditional visors painted an alkyd urea black synthetic baking enamel with a minimum gloss reflectance and meeting the requirements of MIL-E-10169, "Enamel Heat Resisting, Instrument Black."

Where required, provide polycarbonate signal heads and visors that comply with the provisions pertaining to the aluminum signal heads listed on the QPL with the following exceptions:

Fabricate signal head housings, end caps, and visors from virgin polycarbonate material. Provide UV stabilized polycarbonate plastic with a minimum thickness of 0.1 ± 0.01 inches that is highway yellow (Federal Standard 595C, Color Chip 13538). Ensure the color is incorporated into the plastic material before molding the signal head housings and end caps. Ensure the plastic

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formulation provides the following physical properties in the assembly (tests may be performed on separately molded specimens):

Test	Required	Method
Specific Gravity	1.17 minimum	ASTM D 792
Flammability	Self-extinguishing	ASTM D 635
Tensile Strength, yield, PSI	8500 minimum	ASTM D 638
Izod impact strength, ft-lb/in [notched, 1/8 inch]	12 minimum	ASTM D 256

For pole mounting, provide side of pole mounting assemblies with framework and all other hardware necessary to make complete, watertight connections of the signal heads to the poles and pedestals. Fabricate the mounting assemblies and frames from aluminum with all necessary hardware, screws, washers, etc. to be stainless steel. Provide mounting fittings that match the positive locking device on the signal head with the serrations integrally cast into the brackets. Provide upper and lower pole plates that have a 1 ¼-inch vertical conduit entrance hubs with the hubs capped on the lower plate and 1 ½-inch horizontal hubs. Ensure that the assemblies provide rigid attachments to poles and pedestals so as to allow no twisting or swaying of the signal heads. Ensure that all raceways are free of sharp edges and protrusions, and can accommodate a minimum of ten Number 14 AWG conductors.

For pedestal mounting, provide a post-top slipfitter mounting assembly that matches the positive locking device on the signal head with serrations integrally cast into the slipfitter. Provide stainless steel hardware, screws, washers, etc. Provide a minimum of six 3/8 X 3/4-inch long square head bolts for attachment to pedestal. Provide a center post for multi-way slipfitters.

For light emitting diode (LED) traffic signal modules, provide the following requirements for inclusion on the Department's Qualified Products List for traffic signal equipment.

1. Sample submittal,
2. Third-party independent laboratory testing results for each submitted module with evidence of testing and conformance with all of the Design Qualification Testing specified in section 6.4 of each of the following Institute of Transportation Engineers (ITE) specifications:
   - Vehicle Traffic Control Signal Heads – Light Emitting Diode (LED) Circular Signal Supplement
   - Vehicle Traffic Control Signal Heads – Light Emitting Diode (LED) Vehicle Arrow Traffic Signal Supplement
   - Pedestrian Traffic Control Signal Indications –Light Emitting Diode (LED) Signal Modules.

   (Note: The Department currently recognizes two approved independent testing laboratories. They are Intertek ETL Semko and Light Metrics, Incorporated with Garwood Laboratories. Independent laboratory tests from other laboratories may be considered as part of the QPL submittal at the discretion of the Department,
3. Evidence of conformance with the requirements of these specifications,
4. A manufacturer's warranty statement in accordance with the required warranty, and

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5. Submittal of manufacturer's design and production documentation for the model, including but not limited to, electrical schematics, electronic component values, proprietary part numbers, bill of materials, and production electrical and photometric test parameters.
6. Evidence of approval of the product to bear the Intertek ETL Verified product label for LED traffic signal modules.

In addition to meeting the performance requirements for the minimum period of 60 months, provide a written warranty against defects in materials and workmanship for the modules for a period of 60 months after installation of the modules. During the warranty period, the manufacturer must provide new replacement modules within 45 days of receipt of modules that have failed at no cost to the State. Repaired or refurbished modules may not be used to fulfill the manufacturer's warranty obligations. Provide manufacturer's warranty documentation to the Department during evaluation of product for inclusion on Qualified Products List (QPL).

B. Vehicle Signal Heads:

Comply with the ITE standard "Vehicle Traffic Control Signal Heads". Provide housings with provisions for attaching backplates.

Provide visors that are 8 inches in length for 8-inch vehicle signal head sections. Provide visors that are 10 inches in length for 12-inch vehicle signal heads.

Provide a termination block with one empty terminal for field wiring for each indication plus one empty terminal for the neutral conductor. Have all signal sections wired to the termination block. Provide barriers between the terminals that have terminal screws with a minimum Number 8 thread size and that will accommodate and secure spade lugs sized for a Number 10 terminal screw.

Mount termination blocks in the yellow signal head sections on all in-line vehicle signal heads. Mount the termination block in the red section on five-section vehicle signal heads.

Furnish vehicle signal head interconnecting brackets. Provide one-piece aluminum brackets less than 4.5 inches in height and with no threaded pipe connections. Provide hand holes on the bottom of the brackets to aid in installing wires to the signal heads. Lower brackets that carry no wires and are used only for connecting the bottom signal sections together may be flat in construction.

For messenger cable mounting, provide messenger cable hangers, wire outlet bodies, balance adjusters, bottom caps, wire entrance fitting brackets, and all other hardware necessary to make complete, watertight connections of the vehicle signal heads to the messenger cable. Fabricate messenger cable hanger components, wire outlet bodies and balance adjuster components from stainless steel or malleable iron galvanized in accordance with ASTM A153 (Class A) or ASTM A123. Provide serrated rings made of aluminum. Provide messenger cable hangers with U-bolt clamps. Fabricate washers, screws, hex-head bolts and associated nuts, clevis pins, cotter pins, U-bolt clamps and nuts from stainless steel.

For mast-arm mounting, provide rigid vehicle signal head mounting brackets and all other hardware necessary to make complete, watertight connections of the vehicle signal heads to the mast arms and to provide a means for vertically adjusting the vehicle signal heads to proper alignment. Fabricate the mounting assemblies from aluminum, and provide serrated rings made of aluminum. Provide stainless steel cable attachment assemblies to secure the brackets to the mast arms. Ensure all fastening hardware and fasteners are fabricated from stainless steel.

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Provide LED vehicular traffic signal modules (hereafter referred to as modules) that consist of an assembly that uses LEDs as the light source in lieu of an incandescent lamp for use in traffic signal sections. Use LEDs that are aluminum indium gallium phosphorus (AlInGaP) technology for red and yellow indications and indium gallium nitride (InGaN) for green indications. Install the ultra bright type LEDs that are rated for 100,000 hours of continuous operation from -40°F to +165°F. Design modules to have a minimum useful life of 60 months and to meet all parameters of this specification during this period of useful life.

For the modules, provide spade terminals crimped to the lead wires and sized for a #10 screw connection to the existing terminal block in a standard signal head. Do not provide other types of crimped terminals with a spade adapter.

Ensure the power supply is integral to the module assembly. On the back of the module, permanently mark the date of manufacture (month & year) or some other method of identifying date of manufacture.

Tint the red, yellow and green lenses to correspond with the wavelength (chromaticity) of the LED. Transparent tinting films are unacceptable. Provide a lens that is integral to the unit with a smooth outer surface.

1. LED Circular Signal Modules:

Provide modules in the following configurations: 12-inch circular sections, and 8-inch circular sections. All makes and models of LED modules purchased for use on the State Highway System shall appear on the current NCDOT Traffic Signal Qualified Products List (QPL).

Provide the manufacturer's model number and the product number (assigned by the Department) for each module that appears on the 2018 or most recent Qualified Products List. In addition, provide manufacturer's certification in accordance with Article 106-3 of the *Standard Specifications,* that each module meets or exceeds the ITE "Vehicle Traffic Control Signal Heads – Light Emitting Diode (LED) Circular Signal Supplement" dated June 27, 2005 (hereafter referred to as VTCSH Circular Supplement) and other requirements stated in this specification.

Provide modules that meet the following requirements when tested under the procedures outlined in the VTCSH Circular Supplement:

Module Type	Max. Wattage at 165° F	Nominal Wattage at 77° F
12-inch red circular	17	11
8-inch red circular	13	8
12-inch green circular	15	15
8-inch green circular	12	12

For yellow circular signal modules, provide modules tested under the procedures outlined in the VTCSH Circular Supplement to insure power required at 77° F is 22 Watts or less for the 12-inch circular module and 13 Watts or less for the 8-inch circular module.

Note: Use a wattmeter having an accuracy of ±1% to measure the nominal wattage and maximum wattage of a circular traffic signal module. Power may also be derived from voltage, current and power factor measurements.

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2. LED Arrow Signal Modules

Provide 12-inch omnidirectional arrow signal modules. All makes and models of LED modules purchased for use on the State Highway System shall appear on the current NCDOT Traffic Signal Qualified Products List (QPL).

Provide the manufacturer's model number and the product number (assigned by the Department) for each module that appears on the 2018 or most recent Qualified Products List. In addition, provide manufacturer's certification in accordance with Article 106-3 of the *Standard Specifications,* that each module meets or exceeds the requirements for 12-inch omnidirectional modules specified in the ITE "Vehicle Traffic Control Signal Heads – Light Emitting Diode (LED) Vehicle Arrow Traffic Signal Supplement" dated July 1, 2007 (hereafter referred to as VTCSH Arrow Supplement) and other requirements stated in this specification.

Provide modules that meet the following requirements when tested under the procedures outlined in the VTCSH Arrow Supplement:

Module Type	Max. Wattage at 165° F	Nominal Wattage at 77° F
12-inch red arrow	12	9
12-inch green arrow	11	11

For yellow arrow signal modules, provide modules tested under the procedures outlined in the VTCSH Arrow Supplement to insure power required at 77° F is 12 Watts or less.

Note: Use a wattmeter having an accuracy of ±1% to measure the nominal wattage and maximum wattage of an arrow traffic signal module. Power may also be derived from voltage, current and power factor measurements.

3. LED U-Turn Arrow Signal Modules:

Provide modules in the following configurations: 12-inch left u-turn arrow signal modules and 12-inch right u-turn arrow signal modules.

Modules are not required to be listed on the ITS and Signals Qualified Products List. Provide manufacturer's certification in accordance with Article 106-3 of the *Standard Specifications,* that each module meets or exceeds the ITE "Vehicle Traffic Control Signal Heads – Light Emitting Diode (LED) Circular Signal Supplement" dated June 27, 2005 (hereafter referred to as VTCSH Circular Supplement) and other requirements stated in this specification.

Provide modules that have minimum maintained luminous intensity values that are not less than 16% of the values calculated using the method described in section 4.1 of the VTCSH Circular Supplement.

Provide modules that meet the following requirements when tested under the procedures outlined in the VTCSH Circular Supplement:

Module Type	Max. Wattage at 165° F	Nominal Wattage at 77° F
12-inch red u-turn arrow	17	11
12-inch green u-turn arrow	15	15

For yellow u-turn arrow signal modules, provide modules tested under the procedures outlined in the VTCSH Circular Supplement to ensure power required at 77° F is 22 Watts or less.

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Note: Use a wattmeter having an accuracy of ±1% to measure the nominal wattage and maximum wattage of a circular traffic signal module. Power may also be derived from voltage, current and power factor measurements.

C. Pedestrian Signal Heads:

Provide pedestrian signal heads with international symbols that meet the MUTCD. Do not provide letter indications.

Comply with the ITE standard for "Pedestrian Traffic Control Signal Indications" and the following sections of the ITE standard for "Vehicle Traffic Control Signal Heads" in effect on the date of advertisement:

- Section 3.00 - "Physical and Mechanical Requirements"
- Section 4.01 - "Housing, Door, and Visor: General"
- Section 4.04 - "Housing, Door, and Visor: Materials and Fabrication"
- Section 7.00 - "Exterior Finish"

Provide a double-row termination block with three empty terminals and number 10 screws for field wiring. Provide barriers between the terminals that accommodate a spade lug sized for number 10 terminal screws. Mount the termination block in the hand section. Wire all signal sections to the terminal block.

Where required by the plans, provide 16-inch pedestrian signal heads with traditional three-sided, rectangular visors, 6 inches long. Where required by the plans, provide 12-inch pedestrian signal heads with traditional three-sided, rectangular visors, 8 inches long.

Provide 2-inch diameter pedestrian push-buttons with weather-tight housings fabricated from die-cast aluminum and threading in compliance with the NEC for rigid metal conduit. Provide a weep hole in the housing bottom and ensure that the unit is vandal resistant.

Provide push-button housings that are suitable for mounting on flat or curved surfaces and that will accept 1/2-inch conduit installed in the top. Provide units that have a heavy duty push-button assembly with a sturdy, momentary, normally-open switch. Have contacts that are electrically insulated from the housing and push-button. Ensure that the push-buttons are rated for a minimum of 5 mA at 24 volts DC and 250 mA at 12 volts AC.

Provide standard R10-3 signs with mounting hardware that comply with the MUTCD in effect on the date of advertisement. Provide R10-3E signs for countdown pedestrian heads and R10-3B for non-countdown pedestrian heads.

Design the LED pedestrian traffic signal modules (hereafter referred to as modules) for installation into standard pedestrian traffic signal sections that do not contain the incandescent signal section reflector, lens, eggcrate visor, gasket, or socket. Provide modules that consist of an assembly that uses LEDs as the light source in lieu of an incandescent lamp. Use LEDs that are of the latest aluminum indium gallium phosphorus (AlInGaP) technology for the Portland Orange hand and countdown displays. Use LEDs that are of the latest indium gallium nitride (InGaN) technology for the Lunar White walking man displays. Install the ultra-bright type LEDs that are rated for 100,000 hours of continuous operation from -40°F to +165°F. Design modules to have a minimum useful life of 60 months and to meet all parameters of this specification during this period of useful life.

Design all modules to operate using a standard 3 - wire field installation. Provide spade terminals crimped to the lead wires and sized for a #10 screw connection to the existing terminal block in a standard pedestrian signal housing. Do not provide other types of crimped terminals with a spade adapter.

Ensure the power supply is integral to the module assembly. On the back of the module, permanently mark the date of manufacture (month & year) or some other method of identifying date of manufacture.

Provide modules in the following configuration: 16-inch displays which have the solid hand/walking man overlay on the left and the countdown on the right, and 12-inch displays which have the solid hand/walking man module as an overlay. All makes and models of LED modules purchased for use on the State Highway System shall appear on the current NCDOT Traffic Signal Qualified Products List (QPL).

Provide the manufacturer's model number and the product number (assigned by the Department) for each module that appears on the 2018 or most recent Qualified Products List. In addition, provide manufacturer's certification in accordance with Article 106-3 of the *Standard Specifications,* that each module meets or exceeds the ITE "Pedestrian Traffic Control Signal Indicators - Light Emitting Diode (LED) Signal Modules" dated August 04, 2010 (hereafter referred to as PTCSI Pedestrian Standard) and other requirements stated in this specification.

Provide modules that meet the following requirements when tested under the procedures outlined in the PTCSI Pedestrian Standard:

Module Type	Max. Wattage at 165° F	Nominal Wattage at 77° F
Hand Indication	16	13
Walking Man Indication	12	9
Countdown Indication	16	13

Note: Use a wattmeter having an accuracy of ±1% to measure the nominal wattage and maximum wattage of a circular traffic signal module. Power may also be derived from voltage, current and power factor measurements.

Provide module lens that is hard coated or otherwise made to comply with the material exposure and weathering effects requirements of the Society of Automotive Engineers (SAE) J576. Ensure all exposed components of the module are suitable for prolonged exposure to the environment, without appreciable degradation that would interfere with function or appearance.

Ensure the countdown display continuously monitors the traffic controller to automatically learn the pedestrian phase time and update for subsequent changes to the pedestrian phase time.

Ensure the countdown display begins normal operation upon the completion of the preemption sequence and no more than one pedestrian clearance cycle.

D. Signal Cable:

Furnish 16-4 and 16-7 signal cable that complies with IMSA specification 20-1 except provide the following conductor insulation colors:

- For 16-4 cable: white, yellow, red, and green

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- For 16-7 cable: white, yellow, red, green, yellow with black stripe tracer, red with black stripe tracer, and green with black stripe tracer. Apply continuous stripe tracer on conductor insulation with a longitudinal or spiral pattern.

Provide a ripcord to allow the cable jacket to be opened without using a cutter. IMSA specification 19-1 will not be acceptable. Provide a cable jacket labeled with the IMSA specification number and provide conductors constructed of stranded copper.

3. CONTROLLERS WITH CABINETS

3.1.MATERIALS – GENERAL CABINETS

Provide a moisture resistant coating on all circuit boards.

Provide one 20 mm diameter radial lead UL-recognized metal oxide varistor (MOV) between each load switch field terminal and equipment ground. Electrical performance is outlined below.

PROPERTIES OF MOV SURGE PROTECTOR	
Maximum Continuous Applied Voltage at 185° F	150 VAC (RMS) 200 VDC
Maximum Peak 8x20µs Current at 185° F	6500 A
Maximum Energy Rating at 185° F	80 J
Voltage Range 1 mA DC Test at 77° F	212-268 V
Max. Clamping Voltage 8x20µs, 100A at 77° F	395 V
Typical Capacitance (1 MHz) at 77° F	1600 pF

Provide a power line surge protector that is a two-stage device that will allow connection of the radio frequency interference filter between the stages of the device. Ensure that a maximum continuous current is at least 10A at 120V. Ensure that the device can withstand a minimum of 20 peak surge current occurrences at 20,000A for an 8x20 microsecond waveform. Provide a maximum clamp voltage of 395V at 20,000A with a nominal series inductance of 200µh. Ensure that the voltage does not exceed 395V. Provide devices that comply with the following:

Frequency (Hz)	Minimum Insertion Loss (dB)
60	0
10,000	30
50,000	55
100,000	50
500,000	50
2,000,000	60
5,000,000	40
10,000,000	20
20,000,000	25

3.2. MATERIALS – TYPE 170E CABINETS

A. Type 170 E Cabinets General:

Conform to the city of Los Angeles' Specification No. 54-053-08, *Traffic Signal Cabinet Assembly Specification* (dated July 2008), except as required herein.

Furnish model 336S pole mounted cabinets configured for 8 vehicle phases, 4 pedestrian phases, and 6 overlaps. Do not reassign load switches to accommodate overlaps unless shown on electrical details. Provide 336S pole mounted cabinets that are 46" high with 40" high internal rack assemblies.

Furnish model 332 base mounted cabinets configured for 8 vehicle phases, 4 pedestrian phases, and 6 overlaps. When overlaps are required, provide auxiliary output files for the overlaps. Do not reassign load switches to accommodate overlaps unless shown on electrical details.

Provide model 200 load switches, model 222 loop detector sensors, model 252 AC isolators, and model 242 DC isolators according to the electrical details. As a minimum, provide one (1) model 2018 conflict monitor, one (1) model 206L power supply unit, two (2) model 204 flashers, one (1) DC isolator (located in slot I14), and four (4) model 430 flash transfer relays (provide seven (7) model 430 flash transfer relays if auxiliary output file is installed) with each cabinet.

B. Type 170 E Cabinet Electrical Requirements:

Provide a cabinet assembly designed to ensure that upon leaving any cabinet switch or conflict monitor initiated flashing operation, the controller starts up in the programmed start up phases and start up interval.

Furnish two sets of non-fading cabinet wiring diagrams and schematics in a paper envelope or container and placed in the cabinet drawer.

All AC+ power is subject to radio frequency signal suppression.

Provide surge suppression in the cabinet for each type of cabinet device. Provide surge protection for the full capacity of the cabinet input file. Provide surge suppression devices that

operate properly over a temperature range of -40º F to +185º F. Ensure the surge suppression devices provide both common and differential modes of protection.

Provide a pluggable power line surge protector that is installed on the back of the PDA (power distribution assembly) chassis to filter and absorb power line noise and switching transients. Ensure the device incorporates LEDs for failure indication and provides a dry relay contact closure for the purpose of remote sensing. Ensure the device meets the following specifications:

Peak Surge Current (Single pulse, 8x20µs)……..20,000A

Occurrences (8x20µs waveform)……..10 minimum @ 20,000A

Maximum Clamp Voltage…….395VAC

Operating Current……..15 amps

Response Time……..< 5 nanoseconds

Provide a loop surge suppressor for each set of loop terminals in the cabinet. Ensure the device meets the following specifications:

Peak Surge Current (6 times, 8x20µs)

(Differential Mode)…….400A

(Common Mode)……1,000A

Occurrences (8x20µs waveform)……..500 min @ 200A

Maximum Clamp Voltage

(Differential Mode @400A)……35V

(Common Mode @1,000A)…….35V

Response Time……..< 5 nanoseconds

Maximum Capacitance……..35 pF

Provide a data communications surge suppressor for each communications line entering or leaving the cabinet. Ensure the device meets the following specifications:

Peak Surge Current (Single pulse, 8x20µs)……..10,000A

Occurrences (8x20µs waveform)……..100 min @ 2,000A

Maximum Clamp Voltage…….Rated for equipment protected

Response Time……..< 1 nanosecond

Maximum Capacitance…….1,500 pF

Maximum Series Resistance…….15Ω

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Provide a DC signal surge suppressor for each DC input channel in the cabinet. Ensure the device meets the following specifications:

Peak Surge Current (Single pulse, 8x20µs)……..10,000A

Occurrences (8x20µs waveform)……..100 @ 2,000A

Maximum Clamp Voltage…….30V

Response Time……..< 1 nanosecond

Provide a 120 VAC signal surge suppressor for each AC+ interconnect signal input. Ensure the device meets the following specifications:

Peak Surge Current (Single pulse, 8x20µs)……..20,000A

Maximum Clamp Voltage……350VAC

Response Time……..< 200 nanoseconds

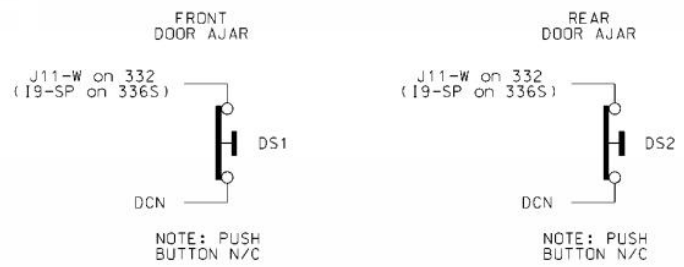
Discharge Voltage……<200 Volts @ 1,000A

Insulation Resistance……≥100 MΩ

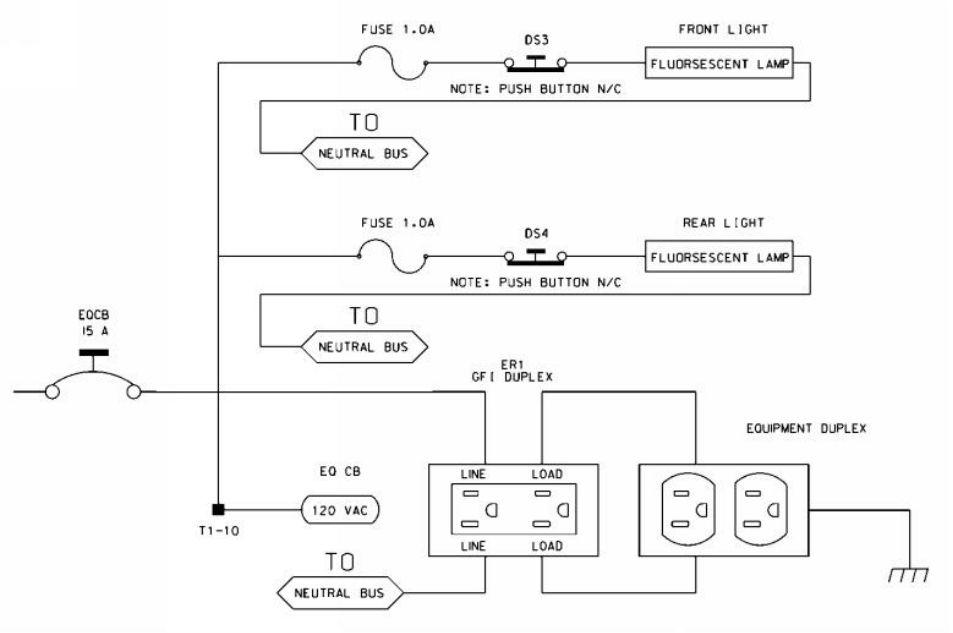
Provide conductors for surge protection wiring that are of sufficient size (ampacity) to withstand maximum overcurrents which could occur before protective device thresholds are attained and current flow is interrupted.

If additional surge protected power outlets are needed to accommodate fiber transceivers, modems, etc., install a UL listed, industrial, heavy-duty type power outlet strip with a minimum rating of 15 A / 125 VAC, 60 Hz. Provide a strip that has a minimum of 3 grounded outlets. Ensure the power outlet strip plugs into one of the controller unit receptacles located on the rear of the PDA. Ensure power outlet strip is mounted securely; provide strain relief if necessary.

Provide a door switch in the front and a door switch in the rear of the cabinet that will provide the controller unit with a Door Ajar alarm when either the front or the rear door is open. Ensure the door switches apply DC ground to the Input File when either the front door or the rear door is open.



Furnish a fluorescent fixture in the rear across the top of the cabinet and another fluorescent fixture in the front across the top of the cabinet at a minimum. Ensure that the fixtures provide sufficient light to illuminate all terminals, labels, switches, and devices in the cabinet. Conveniently locate the fixtures so as not to interfere with a technician's ability to perform work on any devices or terminals in the cabinet. Provide a protective diffuser to cover exposed bulbs. Install 16 watt T-4 lamps in the fluorescent fixtures. Provide a door switch to provide power to each fixture when the respective door is open. Wire the fluorescent fixtures to the 15 amp ECB (equipment circuit breaker).



Furnish a police panel with a police panel door. For model 336S cabinets, mount the police panel on the rear door. Ensure that the police panel door permits access to the police panel when the main door is closed. Ensure that no rainwater can enter the cabinet even with the police panel door open. Provide a police panel door hinged on the right side as viewed from the front. Provide a police panel

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door lock that is keyed to a standard police/fire call box key. In addition to the requirements of LA Specification No. 54-053-08, provide the police panel with a toggle switch connected to switch the intersection operation between normal stop-and-go operation (AUTO) and manual operation (MANUAL). Ensure that manual control can be implemented using inputs and software such that the controller provides full programmed clearance times for the yellow clearance and red clearance for each phase while under manual control.

Provide a 1/4-inch locking phone jack in the police panel for a hand control to manually control the intersection. Provide sufficient room in the police panel for storage of a hand control and cord.

Ensure the 336S cabinet Input File is wired as follows:

336S Cabinet Port-Bit/C-1 Pin Assignment														
Slot #	1	2	3	4	5	6	7	8	9	10	11	12	13	14
C-1 (Spares)	59	60	61	62	63	64	65	66	75	76	77	78	79	80
Port	3-2	1-1	3-4	1-3	3-1	1-2	3-3	1-4	2-5	5-5	5-6	5-1	5-2	6-7
C-1	56	39	58	41	55	40	57	42	51	71	72	67	68	81
Port	2-1	1-5	2-3	1-7	2-2	1-6	2-4	1-8	2-6	5-7	5-8	5-3	5-4	6-8
C-1	47	43	49	45	48	44	50	46	52	73	74	69	70	82

For model 332 base mounted cabinets, ensure terminals J14-E and J14-K are wired together on the rear of the Input File. Connect TB9-12 (J14 Common) on the Input Panel to T1-2 (AC-) on the rear of the PDA.

Provide detector test switches mounted at the top of the cabinet rack or other convenient location which may be used to place a call on each of eight phases based on the chart below. Provide three positions for each switch: On (place call), Off (normal detector operation), and Momentary On (place momentary call and return to normal detector operation after switch is released). Ensure that the switches are located such that the technician can read the controller display and observe the intersection.

Connect detector test switches for cabinets as follows:

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336S Cabinet		332 Cabinet	
Detector Call Switches	**Terminals**	**Detector Call Switches**	**Terminals**
Phase 1	I1-F	Phase 1	I1-W
Phase 2	I2-F	Phase 2	I4-W
Phase 3	I3-F	Phase 3	I5-W
Phase 4	I4-F	Phase 4	I8-W
Phase 5	I5-F	Phase 5	J1-W
Phase 6	I6-F	Phase 6	J4-W
Phase 7	I7-F	Phase 7	J5-W
Phase 8	I8-F	Phase 8	J8-W

Provide the PCB 28/56 connector for the conflict monitor unit (CMU) with 28 independent contacts per side, dual-sided with 0.156 inch contact centers. Provide the PCB 28/56 connector contacts with solder eyelet terminations. Ensure all connections to the PCB 28/56 connector are soldered to the solder eyelet terminations.

Ensure that all cabinets have the CMU connector wired according to the 332 cabinet connector pin assignments (include all wires for auxiliary output file connection). Wire pins 13, 16, R, and U of the CMU connector to a separate 4 pin plug, P1, as shown below. Provide a second plug, P2, which will mate with P1 and is wired to the auxiliary output file as shown below. Provide an additional plug, P3, which will mate with P1 and is wired to the pedestrian yellow circuits as shown below. When no auxiliary output file is installed in the cabinet, provide wires for the green and yellow inputs for channels 11, 12, 17, and 18, the red inputs for channels 17 and 18, and the wires for the P2 plug. Terminate the two-foot wires with ring type lugs, insulated, and bundled for optional use.

	P1		P2		P3	
PIN	**FUNCTION**	**CONN TO**	**FUNCTION**	**CONN TO**	**FUNCTION**	**CONN TO**
1	CH-9G	CMU-13	OLA-GRN	A123	2P-YEL	114
2	CH-9Y	CMU-16	OLA-YEL	A122	4P-YEL	105
3	CH-10G	CMU-R	OLB-GRN	A126	6P-YEL	120
4	CH-10Y	CMU-U	OLB-YEL	A125	8P-YEL	111

Do not provide the P20 terminal assembly (red monitor board) or red interface ribbon cable as specified in LA Specification No. 54-053-08.

Provide a P20 connector that mates with and is compatible with the red interface connector mounted on the front of the conflict monitor. Ensure that the P20 connector and the red interface

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connector on the conflict monitor are center polarized to ensure proper connection. Ensure that removal of the P20 connector will cause the conflict monitor to recognize a latching fault condition and place the cabinet into flashing operation.

Wire the P20 connector to the output file and auxiliary output file using 22 AWG stranded wires. Ensure the length of these wires is a minimum of 42 inches in length. Provide a durable braided sleeve around the wires to organize and protect the wires.

Wire the P20 connector to the traffic signal red displays to provide inputs to the conflict monitor as shown below. Ensure the pedestrian Don't Walk circuits are wired to channels 13 through 16 of the P20 connector. When no auxiliary output file is installed in the cabinet, provide wires for channels 9 through 12 reds. Provide a wire for special function 1. Terminate the unused wires with ring type lugs, insulated, and bundled for optional use.

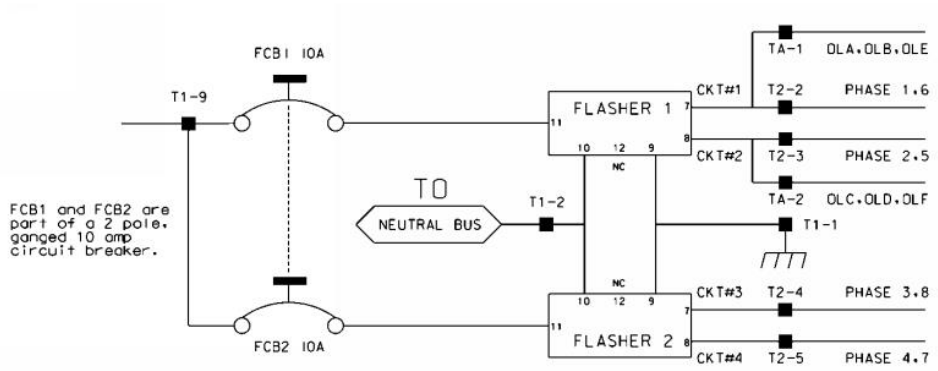
	P20 Connector				
PIN	**FUNCTION**	**CONN TO**	**PIN**	**FUNCTION**	**CONN TO**
1	Channel 15 Red	119	2	Channel 16 Red	110
3	Channel 14 Red	104	4	Chassis GND	01-9
5	Channel 13 Red	113	6	N/C	
7	Channel 12 Red	AUX 101	8	Spec Function 1	
9	Channel 10 Red	AUX 124	10	Channel 11 Red	AUX 114
11	Channel 9 Red	AUX 121	12	Channel 8 Red	107
13	Channel 7 Red	122	14	Channel 6 Red	134
15	Channel 5 Red	131	16	Channel 4 Red	101
17	Channel 3 Red	116	18	Channel 2 Red	128
19	Channel 1 Red	125	20	Red Enable	01-14

Ensure the controller unit outputs to the auxiliary output file are pre-wired to the C5 connector. When no auxiliary output file is installed in the cabinet, connect the C5 connector to a storage socket located on the Input Panel or on the rear of the PDA.

Do not wire pin 12 of the load switch sockets.

In addition to the requirements of LA Specification No. 54-053-08, ensure relay K1 on the Power Distribution Assembly (PDA) is a four pole relay and K2 on the PDA is a two pole relay.

Provide a two pole, ganged circuit breaker for the flash bus circuit. Ensure the flash bus circuit breaker is an inverse time circuit breaker rated for 10 amps at 120 VAC with a minimum of 10,000 RMS symmetrical amperes short circuit current rating. Do not provide the auxiliary switch feature on the flash bus circuit breaker. Ensure the ganged flash bus circuit breaker is certified by the circuit breaker manufacturer to provide gang tripping operation.



Ensure auxiliary output files are wired as follows:

AUXILIARY OUTPUT FILE TERMINAL BLOCK TA ASSIGNMENTS	
POSITION	**FUNCTION**
1	Flasher Unit #1, Circuit 1/FTR1 (OLA, OLB)/FTR3 (OLE)
2	Flasher Unit #1, Circuit 2/FTR2 (OLC, OLD)/FTR3 (OLF)
3	Flash Transfer Relay Coils
4	AC -
5	Power Circuit 5
6	Power Circuit 5
7	Equipment Ground Bus
8	NC

Provide four spare load resistors mounted in each cabinet. Ensure each load resistor is rated as shown in the table below. Wire one side of each load resistor to AC-. Connect the other side of each resistor to a separate terminal on a four (4) position terminal block. Mount the load resistors and terminal block either inside the back of Output File No. 1 or on the upper area of the Service Panel.

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ACCEPTABLE LOAD RESISTOR VALUES	
VALUE (ohms)	**WATTAGE**
1.5K – 1.9 K	25W (min)
2.0K – 3.0K	10W (min)

Provide Model 200 load switches, Model 204 flashers, Model 242 DC isolators, Model 252 AC isolators, and Model 206L power supply units that conform to CALTRANS' "*Transportation Electrical Equipment Specifications*" dated March 12, 2009 with Erratum 1.

C. Type 170 E Cabinet Physical Requirements:

Do not mold, cast, or scribe the name "City of Los Angeles" on the outside of the cabinet door as specified in LA Specification No. 54-053-08. Do not provide a Communications Terminal Panel as specified in LA Specification No. 54-053-08. Do not provide terminal block TBB on the Service Panel. Do not provide Cabinet Verification Test Program software or associated test jigs as specified in LA Specification No. 54-053-08.

Furnish unpainted, natural, aluminum cabinet shells. Ensure that all non-aluminum hardware on the cabinet is stainless steel or a Department approved non-corrosive alternate.

Ensure the lifting eyes, gasket channels, police panel, and all supports welded to the enclosure and doors are fabricated from 0.125 inch minimum thickness aluminum sheet and meet the same standards as the cabinet and doors.

Provide front and rear doors with latching handles that allow padlocking in the closed position. Furnish 0.75 inch minimum diameter stainless steel handles with a minimum 0.5 inch shank. Place the padlocking attachment at 4.0 inches from the handle shank center to clear the lock and key. Provide an additional 4.0 inches minimum gripping length.

Provide Corbin #2 locks on the front and rear doors. Provide one (1) Corbin #2 and one (1) police master key with each cabinet. Ensure main door locks allow removal of keys in the locked position only.

Provide a surge protection panel with 16 loop surge protection devices and designed to allow sufficient free space for wire connection/disconnection and surge protection device replacement. For model 332 cabinets, provide an additional 20 loop surge protection devices. Provide an additional two AC+ interconnect surge devices to protect one slot and eight DC surge protection devices to protect four slots. Provide no protection devices on slot I14.

For pole mounted cabinets, mount surge protection devices for the AC+ interconnect inputs, inductive loop detector inputs, and low voltage DC inputs on a swing down panel assembly fabricated from sturdy aluminum. Attach the swing down panel to the bottom rear cabinet rack assembly using thumb screws. Ensure the swing down panel allows for easy removal of the input file without removing the surge protection panel assembly or its parts. Have the surge protection devices mounted horizontally on the panel and soldered to the feed through terminals of four 14 position terminal blocks with #8 screws mounted on the other side. Ensure the top row of terminals is connected to the upper slots and the bottom row of terminals is connected to the bottom slots. Provide a 15 position copper equipment ground bus attached to the field terminal side (outside) of

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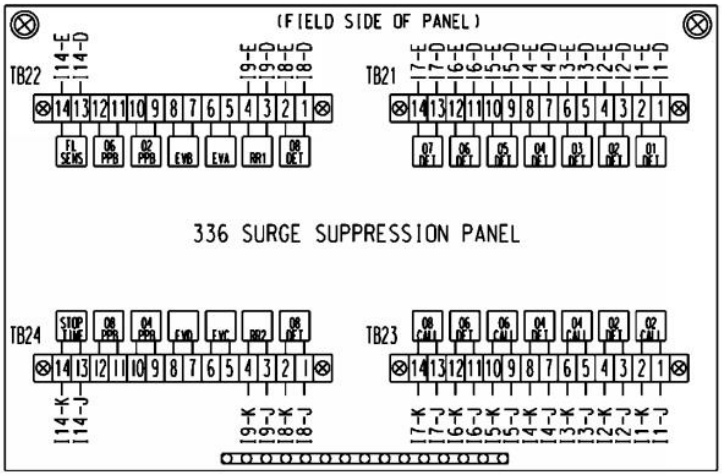
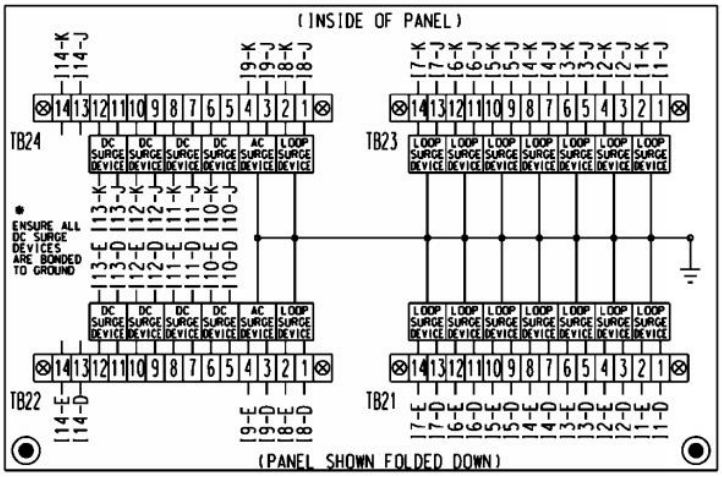
the swing down panel for termination of loop lead-in shield grounds. Ensure that a Number 4 AWG green wire connects the surge protection panel assembly ground bus to the main cabinet equipment ground.





For base mounted cabinets, mount surge protection panels on the left side of the cabinet as viewed from the rear. Attach each panel to the cabinet rack assembly using bolts and make it easily removable. Mount the surge protection devices in vertical rows on each panel and connect the

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devices to one side of 12 position, double row terminal blocks with #8 screws. For each surge protection panel, terminate all grounds from the surge protection devices on a copper equipment ground bus attached to the surge protection panel. Wire the terminals to the rear of a standard input file using spade lugs for input file protection.

Provide permanent labels that indicate the slot and the pins connected to each terminal that may be viewed from the rear cabinet door. Label and orient terminals so that each pair of inputs is next to each other. Indicate on the labeling the input file (I or J), the slot number (1-14) and the terminal pins of the input slots (either D & E for upper or J & K for lower).

Provide a minimum 14 x 16 inch pull out, hinged top shelf located immediately below controller mounting section of the cabinet. Ensure the shelf is designed to fully expose the table surface outside the controller at a height approximately even with the bottom of the controller. Ensure the shelf has a storage bin interior which is a minimum of 1 inch deep and approximately the same dimensions as the shelf. Provide an access to the storage area by lifting the hinged top of the shelf. Fabricate the shelf and slide from aluminum or stainless steel and ensure the assembly can support the 2070L controller plus 15 pounds of additional weight. Ensure shelf has a locking mechanism to secure it in the fully extended position and does not inhibit the removal of the 2070L controller or removal of cards inside the controller when fully extended. Provide a locking mechanism that is easily released when the shelf is to be returned to its non-use position directly under the controller.

D. Model 2018 Enhanced Conflict Monitor:

Furnish Model 2018 Enhanced Conflict Monitors that provide monitoring of 18 channels. Ensure each channel consists of a green, yellow, and red field signal input. Ensure that the conflict monitor meets or exceeds CALTRANS' Transportation Electrical Equipment Specifications dated March 12, 2009, with Erratum 1 (hereafter referred to as CALTRANS' 2009 TEES) for a model 210 monitor unit and other requirements stated in this specification.

Ensure the conflict monitor is provided with an 18 channel conflict programming card. Pin EE and Pin T of the conflict programming card shall be connected together. Pin 16 of the conflict programming card shall be floating. Ensure that the absence of the conflict programming card will cause the conflict monitor to trigger (enter into fault mode), and remain in the triggered state until the programming card is properly inserted and the conflict monitor is reset.

Provide a conflict monitor that incorporates LED indicators into the front panel to dynamically display the status of the monitor under normal conditions and to provide a comprehensive review of field inputs with monitor status under fault conditions. Ensure that the monitor indicates the channels that were active during a conflict condition and the channels that experienced a failure for all other per channel fault conditions detected. Ensure that these indications and the status of each channel are retained until the Conflict Monitor is reset. Furnish LED indicators for the following:

- AC Power (Green LED indicator)
- VDC Failed (Red LED indicator)
- WDT Error (Red LED indicator)
- Conflict (Red LED indicator)
- Red Fail (Red LED indicator)
- Dual Indication (Red LED indicator)

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- Yellow/Clearance Failure (Red LED indicator)
- PCA/PC Ajar (Red LED indicator)
- Monitor Fail/Diagnostic Failure (Red LED indicator)
- 54 Channel Status Indicators (1 Red, 1 Yellow, and 1 Green LED indicator for each of the 18 channels)

Provide a switch to set the Red Fail fault timing. Ensure that when the switch is in the ON position the Red Fail fault timing value is set to 1350 +/- 150 ms (2018 mode). Ensure that when the switch is in the OFF position the Red Fail fault timing value is set to 850 +/- 150 ms (210 mode).

Provide a switch to set the Watchdog fault timing. Ensure that when the switch is in the ON position the Watchdog fault timing value is set to 1.0 +/- 0.1 s (2018 mode). Ensure that when the switch is in the OFF position the Watchdog fault timing value is set to 1.5 +/- 0.1 s (210 mode).

Provide a jumper or switch to set the AC line brown-out levels. Ensure that when the jumper is present or the switch is in the ON position the AC line dropout voltage threshold is 98 +/- 2 Vrms, the AC line restore voltage threshold is 103 +/- 2 Vrms, and the AC line brown-out timing value is set to 400 +/- 50ms (2018 mode). Ensure that when the jumper is not present or the switch is in the OFF position the AC line dropout voltage threshold is 92 +/- 2 Vrms, the AC line restore voltage threshold is 98 +/- 2 Vrms, and the AC line brown-out timing value is set to 80 +/- 17 ms (210 mode).

Provide a jumper or switch that will enable and disable the Watchdog Latch function. Ensure that when the jumper is not present or the switch is in the OFF position the Watchdog Latch function is disabled. In this mode of operation, a Watchdog fault will be reset following a power loss, brownout, or power interruption. Ensure that when the jumper is present or the switch is in the ON position the Watchdog Latch function is enabled. In this mode of operation, a Watchdog fault will be retained until a Reset command is issued.

Provide a jumper that will reverse the active polarity for pin #EE (output relay common). Ensure that when the jumper is not present pin #EE (output relay common) will be considered 'Active' at a voltage greater than 70 Vrms and 'Not Active' at a voltage less than 50 Vrms (Caltrans mode). Ensure that when the jumper is present pin #EE (output relay common) will be considered 'Active' at a voltage less than 50 Vrms and 'Not Active' at a voltage greater than 70 Vrms (Failsafe mode).

In addition to the connectors required by CALTRANS' 2009 TEES, provide the conflict monitor with a red interface connector mounted on the front of the monitor. Ensure the connector is a 20 pin, right angle, center polarized, male connector with latching clip locks and polarizing keys. Ensure the right angle solder tails are designed for a 0.062" thick printed circuit board. Keying of the connector shall be between pins 3 and 5, and between 17 and 19. Ensure the connector has two rows of pins with the odd numbered pins on one row and the even pins on the other row. Ensure the connector pin row spacing is 0.10" and pitch is 0.10". Ensure the mating length of the connector pins is 0.24". Ensure the pins are finished with gold plating 30μ" thick.

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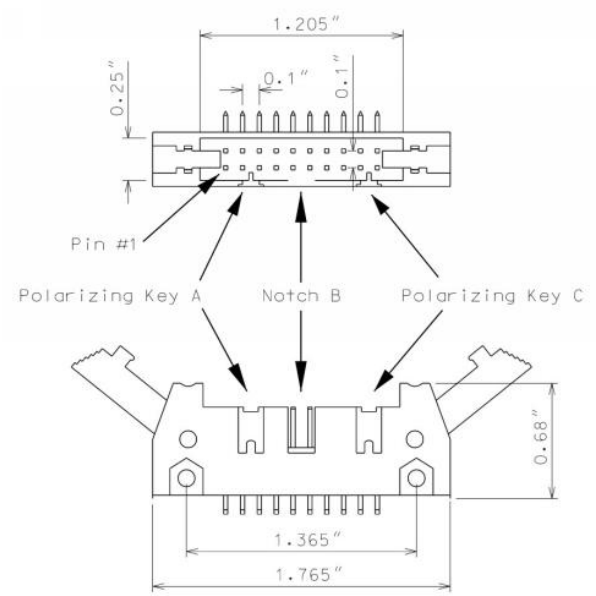

Ensure the red interface connector pins on the monitor have the following functions:

Pin #	Function	Pin #	Function
1	Channel 15 Red	2	Channel 16 Red
3	Channel 14 Red	4	Chassis Ground
5	Channel 13 Red	6	Special Function 2
7	Channel 12 Red	8	Special Function 1
9	Channel 10 Red	10	Channel 11 Red
11	Channel 9 Red	12	Channel 8 Red
13	Channel 7 Red	14	Channel 6 Red
15	Channel 5 Red	16	Channel 4 Red
17	Channel 3 Red	18	Channel 2 Red
19	Channel 1 Red	20	Red Enable

Ensure that removal of the P20 cable connector will cause the conflict monitor to recognize a latching fault condition and place the cabinet into flashing operation.

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Provide Special Function 1 and Special Function 2 inputs to the unit which shall disable only Red Fail Monitoring when either input is sensed active. A Special Function input shall be sensed active when the input voltage exceeds 70 Vrms with a minimum duration of 550 ms. A Special Function input shall be sensed not active when the input voltage is less than 50 Vrms or the duration is less than 250 ms. A Special Function input is undefined by these specifications and may or may not be sensed active when the input voltage is between 50 Vrms and 70 Vrms or the duration is between 250 ms and 550 ms.

Ensure the conflict monitor recognizes field signal inputs for each channel that meet the following requirements:

- consider a Red input greater than 70 Vrms and with a duration of at least 500 ms as an "on" condition;
- consider a Red input less than 50 Vrms or with a duration of less than 200 ms as an "off" condition (no valid signal);
- consider a Red input between 50 Vrms and 70 Vrms or with a duration between 200 ms and 500 ms to be undefined by these specifications;
- consider a Green or Yellow input greater than 25 Vrms and with a duration of at least 500 ms as an "on" condition;
- consider a Green or Yellow input less than 15 Vrms or with a duration of less than 200 ms as an "off" condition; and
- consider a Green or Yellow input between 15 Vrms and 25 Vrms or with a duration between 200 ms and 500 ms to be undefined by these specifications.

Provide a conflict monitor that recognizes the faults specified by CALTRANS' 2009 TEES and the following additional faults. Ensure the conflict monitor will trigger upon detection of a fault and will remain in the triggered (in fault mode) state until the unit is reset at the front panel or through the external remote reset input for the following failures:

1. **Red Monitoring or Absence of Any Indication (Red Failure):** A condition in which no "on" voltage signal is detected on any of the green, yellow, or red inputs to a given monitor channel. If a signal is not detected on at least one input (R, Y, or G) of a conflict monitor channel for a period greater than 1000 ms when used with a 170 controller and 1500 ms when used with a 2070 controller, ensure monitor will trigger and put the intersection into flash. If the absence of any indication condition lasts less than 700 ms when used with a 170 controller and 1200 ms when used with a 2070 controller, ensure conflict monitor will not trigger. Red fail monitoring shall be enabled on a per channel basis by the use of switches located on the conflict monitor. Have red monitoring occur when all of the following input conditions are in effect:

    a) Red Enable input to monitor is active (Red Enable voltages are "on" at greater than 70 Vrms, off at less than 50 Vrms, undefined between 50 and 70 Vrms), and

    b) Neither Special Function 1 nor Special Function 2 inputs are active.

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c) Pin #EE (output relay common) is not active

2. **Short/Missing Yellow Indication Fault (Clearance Error):** Yellow indication following a green is missing or shorter than 2.7 seconds (with ± 0.1-second accuracy). If a channel fails to detect an "on" signal at the Yellow input for a minimum of 2.7 seconds (± 0.1 second) following the detection of an "on" signal at a Green input for that channel, ensure that the monitor triggers and generates a clearance/short yellow error fault indication. Short/missing yellow (clearance) monitoring shall be enabled on a per channel basis by the use of switches located on the conflict monitor. This fault shall not occur when the channel is programmed for Yellow Inhibit, when the Red Enable signal is inactive or pin #EE (output relay common) is active.

3. **Dual Indications on the Same Channel:** In this condition, more than one indication (R,Y,G) is detected as "on" at the same time on the same channel. If dual indications are detected for a period greater than 500 ms, ensure that the conflict monitor triggers and displays the proper failure indication (Dual Ind fault). If this condition is detected for less than 200 ms, ensure that the monitor does not trigger. G-Y-R dual indication monitoring shall be enabled on a per channel basis by the use of switches located on the conflict monitor. G-Y dual indication monitoring shall be enabled for all channels by use of a switch located on the conflict monitor. This fault shall not occur when the Red Enable signal is inactive or pin #EE (output relay common) is active.

4. **Configuration Settings Change:** The configuration settings are comprised of (as a minimum) the permissive diode matrix, dual indication switches, yellow disable jumpers, any option switches, any option jumpers, and the Watchdog Enable switch. Ensure the conflict monitor compares the current configuration settings with the previous stored configuration settings on power-up, on reset, and periodically during operation. If any of the configuration settings are changed, ensure that the conflict monitor triggers and causes the program card indicator to flash. Ensure that configuration change faults are only reset by depressing and holding the front panel reset button for a minimum of three seconds. Ensure the external remote reset input does not reset configuration change faults.

Ensure the conflict monitor will trigger and the AC Power indicator will flash at a rate of 2 Hz ± 20% with a 50% duty cycle when the AC Line voltage falls below the "drop-out" level. Ensure the conflict monitor will resume normal operation when the AC Line voltage returns above the "restore" level. Ensure the AC Power indicator will remain illuminated when the AC voltage returns above the "restore" level. Should an AC Line power interruption occur while the monitor is in the fault mode, then upon restoration of AC Line power, the monitor will remain in the fault mode and the correct fault and channel indicators will be displayed.

Provide a flash interval of at least 6 seconds and at most 10 seconds in duration following a power-up, an AC Line interruption, or a brownout restore. Ensure the conflict monitor will suspend all fault monitoring functions, close the Output relay contacts, and flash the AC indicator at a rate of 4 Hz ± 20% with a 50% duty cycle during this interval. Ensure the termination of the flash interval after at least 6 seconds if the Watchdog input has made 5 transitions between the True and False state and the AC Line voltage is greater than the "restore" level. If the watchdog input has not made

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5 transitions between the True and False state within 10 ± 0.5 seconds, the monitor shall enter a WDT error fault condition.

Ensure the conflict monitor will monitor an intersection with a minimum of four approaches using the four-section Flashing Yellow Arrow (FYA) vehicle traffic signal as outlined by the NCHRP 3-54 research project for protected-permissive left turn signal displays. Ensure the conflict monitor will operate in the FYA mode and FYAc (Compact) mode as specified below to monitor each channel pair for the following fault conditions: Conflict, Flash Rate Detection, Red Fail, Dual Indication, and Clearance. Provide a switch to select between the FYA mode and FYAc mode. Provide a switch to select each FYA phase movement for monitoring.

FYA mode

FYA Signal Head	Phase 1	Phase 3	Phase 5	Phase 7
Red Arrow	Channel 9 Red	Channel 10 Red	Channel 11 Red	Channel 12 Red
Yellow Arrow	Channel 9 Yellow	Channel 10 Yellow	Channel 11 Yellow	Channel 12 Yellow
Flashing Yellow Arrow	Channel 9 Green	Channel 10 Green	Channel 11 Green	Channel 12 Green
Green Arrow	Channel 1 Green	Channel 3 Green	Channel 5 Green	Channel 7 Green

FYAc mode

FYA Signal Head	Phase 1	Phase 3	Phase 5	Phase 7
Red Arrow	Channel 1 Red	Channel 3 Red	Channel 5 Red	Channel 7 Red
Yellow Arrow	Channel 1 Yellow	Channel 3 Yellow	Channel 5 Yellow	Channel 7 Yellow
Flashing Yellow Arrow	Channel 1 Green	Channel 3 Green	Channel 5 Green	Channel 7 Green
Green Arrow	Channel 9 Green	Channel 9 Yellow	Channel 10 Green	Channel 10 Yellow

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If a FYA channel pair is enabled for FYA operation, the conflict monitor will monitor the FYA logical channel pair for the additional following conditions:

1. **Conflict:** Channel conflicts are detected based on the permissive programming jumpers on the program card. This operation remains unchanged from normal operation except for the solid Yellow arrow (FYA clearance) signal.
2. **Yellow Change Interval Conflict:** During the Yellow change interval of the Permissive Turn channel (flashing Yellow arrow) the conflict monitor shall verify that no conflicting channels to the solid Yellow arrow channel (clearance) are active. These conflicting channels shall be determined by the program card compatibility programming of the Permissive Turn channel (flashing Yellow arrow). During the Yellow change interval of the Protected Turn channel (solid Green arrow) the conflict monitor shall verify that no conflicting channels to the solid Yellow arrow channel (clearance) are active as determined by the program card compatibility programming of the Protected Turn channel (solid Green arrow).
3. **Flash Rate Detection:** The conflict monitor unit shall monitor for the absence of a valid flash rate for the Permissive turn channel (flashing Yellow arrow). If the Permissive turn channel (flashing Yellow arrow) is active for a period greater than 1600 milliseconds, ensure the conflict monitor triggers and puts the intersection into flash. If the Permissive turn channel (flashing Yellow arrow) is active for a period less than 1400 milliseconds, ensure the conflict monitor does not trigger. Ensure the conflict monitor will remain in the triggered (in fault mode) state until the unit is reset at the front panel or through the external remote reset input. Provide a jumper or switch that will enable and disable the Flash Rate Detection function. Ensure that when the jumper is not present or the switch is in the OFF position the Flash Rate Detection function is enabled. Ensure that when the jumper is present or the switch is in the ON position the Flash Rate Detection function is disabled.
4. **Red Monitoring or Absence of Any Indication (Red Failure):** The conflict monitor unit shall detect a red failure if there is an absence of voltage on all four of the inputs of a FYA channel pair (RA, YA, FYA, GA).
5. **Dual Indications on the Same Channel:** The conflict monitor unit shall detect a dual indication if two or more inputs of a FYA channel pair (RA, YA, FYA, GA) are "on" at the same time.
6. **Short/Missing Yellow Indication Fault (Clearance Error):** The conflict monitor unit shall monitor the solid Yellow arrow for a clearance fault when terminating both the Protected Turn channel (solid Green arrow) interval and the Permissive Turn channel (flashing Yellow arrow) interval.

Ensure that the conflict monitor will log at least nine of the most recent events detected by the monitor in non-volatile EEPROM memory (or equivalent). For each event, record at a minimum the time, date, type of event, status of each field signal indication with RMS voltage, and specific channels involved with the event. Ensure the conflict monitor will log the following events: monitor reset, configuration, previous fault, and AC line. Furnish the signal sequence log that shows all channel states (Greens, Yellows, and Reds) and the Red Enable State for a minimum of 2 seconds prior to the current fault trigger point. Ensure the display resolution of the inputs for the signal sequence log is not greater than 50 ms.

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For conflict monitors used within an Ethernet communications system, provide a conflict monitor with an Ethernet 10/100 Mbps, RJ-45 port for data communication access to the monitor by a local notebook computer and remotely via a workstation or notebook computer device connected to the signal system local area network. The Ethernet port shall be electrically isolated from the conflict monitor's electronics and shall provide a minimum of 1500 Vrms isolation. Integrate monitor with Ethernet network in cabinet. Provide software to retrieve the time and date from a network server in order to synchronize the on-board times between the conflict monitor and the controller. Furnish and install the following Windows based, graphic user interface software on workstations and notebook computers where the signal system client software is installed: 1) software to view and retrieve all event log information, 2) software that will search and display a list of conflict monitor IP addresses and IDs on the network, and 3) software to change the conflict monitor's network parameters such as IP address and subnet mask.

For non-Ethernet connected monitors, provide a RS-232C/D compliant port (DB-9 female connector) on the front panel of the conflict monitor in order to provide communications from the conflict monitor to the 170/2070 controller or to a Department-furnished laptop computer. Electrically isolate the port interface electronics from all monitor electronics, excluding Chassis Ground. Ensure that the controller can receive all event log information through a controller Asynchronous Communications Interface Adapter (Type 170E) or Async Serial Comm Module (2070). Furnish and connect a serial cable from the conflict monitor's DB-9 connector to Comm Port 1 of the 2070 controller. Ensure conflict monitor communicates with the controller. Provide a Windows based graphic user interface software to communicate directly through the same monitor RS-232C/D compliant port to retrieve and view all event log information to a Department-furnished laptop computer. The RS-232C/D compliant port on the monitor shall allow the monitor to function as a DCE device with pin connections as follows:

Conflict Monitor RS-232C/D (DB-9 Female) Pinout		
Pin Number	**Function**	**I/O**
1	DCD	O
2	TX Data	O
3	RX Data	I
4	DTR	I
5	Ground	-
6	DSR	O
7	CTS	I
8	RTS	O
9	NC	-

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MONITOR BOARD EDGE CONNECTOR

Pin #	Function (Back Side)	Pin #	Function (Component Side)
1	Channel 2 Green	A	Channel 2 Yellow
2	Channel 13 Green	B	Channel 6 Green
3	Channel 6 Yellow	C	Channel 15 Green
4	Channel 4 Green	D	Channel 4 Yellow
5	Channel 14 Green	E	Channel 8 Green
6	Channel 8 Yellow	F	Channel 16 Green
7	Channel 5 Green	H	Channel 5 Yellow
8	Channel 13 Yellow	J	Channel 1 Green
9	Channel 1 Yellow	K	Channel 15 Yellow
10	Channel 7 Green	L	Channel 7 Yellow
11	Channel 14 Yellow	M	Channel 3 Green
12	Channel 3 Yellow	N	Channel 16 Yellow
13	Channel 9 Green	P	Channel 17 Yellow
14	Channel 17 Green	R	Channel 10 Green
15	Channel 11 Yellow	S	Channel 11 Green
16	Channel 9 Yellow	T	Channel 18 Yellow
17	Channel 18 Green	U	Channel 10 Yellow
--		--	
18	Channel 12 Yellow	V	Channel 12 Green
19	Channel 17 Red	W	Channel 18 Red
20	Chassis Ground	X	Not Assigned
21	AC-	Y	DC Common
22	Watchdog Timer	Z	External Test Reset
23	+24VDC	AA	+24VDC
24	Tied to Pin 25	BB	Stop Time (Output)
25	Tied to Pin 24	CC	Not Assigned
26	Not Assigned	DD	Not Assigned
27	Relay Output, Side #3, N.O.	EE	Relay Output,Side #2,Common
28	Relay Output, Side #1, N.C.	FF	AC+

-- Slotted for keying between Pins 17/U and 18/V

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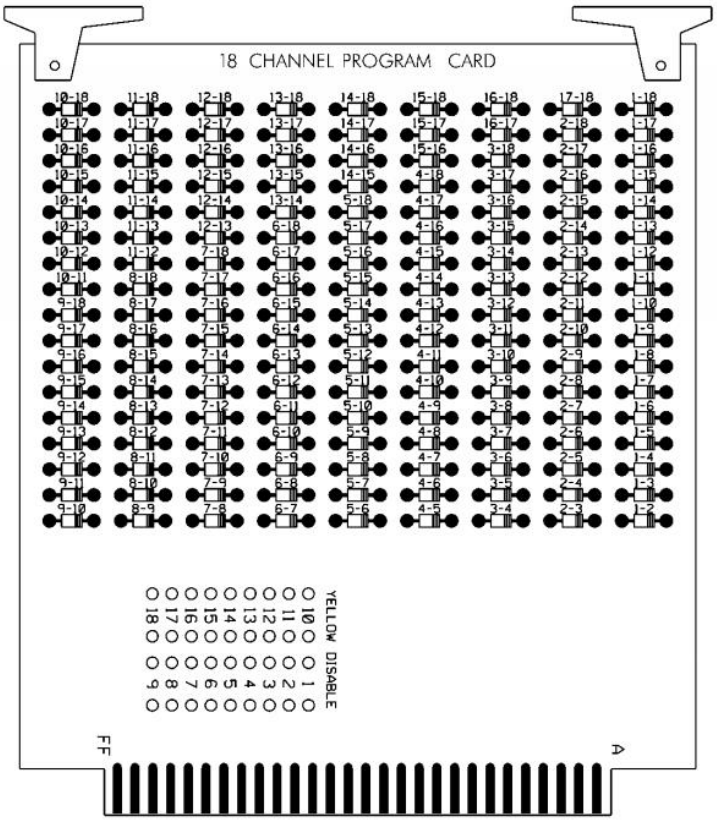
CONFLICT PROGRAM CARD PIN ASSIGNMENTS

Pin #	Function (Back Side)	Pin #	Function (Component Side)
1	Channel 2 Green	A	Channel 1 Green
2	Channel 3 Green	B	Channel 2 Green
3	Channel 4 Green	C	Channel 3 Green
4	Channel 5 Green	D	Channel 4 Green
5	Channel 6 Green	E	Channel 5 Green
6	Channel 7 Green	F	Channel 6 Green
7	Channel 8 Green	H	Channel 7 Green
8	Channel 9 Green	J	Channel 8 Green
9	Channel 10 Green	K	Channel 9 Green
10	Channel 11 Green	L	Channel 10 Green
11	Channel 12 Green	M	Channel 11 Green
12	Channel 13 Green	N	Channel 12 Green
13	Channel 14 Green	P	Channel 13 Green
14	Channel 15 Green	R	Channel 14 Green
15	Channel 16 Green	S	Channel 15 Green
16	N/C	T	PC AJAR
17	Channel 1 Yellow	U	Channel 9 Yellow
18	Channel 2 Yellow	V	Channel 10 Yellow
19	Channel 3 Yellow	W	Channel 11 Yellow
20	Channel 4 Yellow	X	Channel 12 Yellow
21	Channel 5 Yellow	Y	Channel 13 Yellow
22	Channel 6 Yellow	Z	Channel 14 Yellow
23	Channel 7 Yellow	AA	Channel 15 Yellow
24	Channel 8 Yellow	BB	Channel 16 Yellow
--		--	
25	Channel 17 Green	CC	Channel 17 Yellow
26	Channel 18 Green	DD	Channel 18 Yellow
27	Channel 16 Green	EE	PC AJAR (Program Card)
28	Yellow Inhibit Common	FF	Channel 17 Green

-- Slotted for keying between Pins 24/BB and 25/CC



E. Preemption and Sign Control Box

Provide preemption and sign control box to operate in a Model 332 and Model 336S cabinet. Provide hardware to mount the box to the cage of the cabinet to ensure the front side is facing the opposite side of the cabinet. Furnish the material of the box from a durable finished metallic or thermoplastic case. Ensure the size of the box is not greater than 7(l) x 5(w) x 5(d) inches. Ensure that no modification is necessary to mount the box on the cabinet cage.

Provide the following components in the preemption and sign control box: relays, fuses, terminal blocks, MOVs, resistor, RC network, lamp, and push button switch.

Provide UL Listed or Recognized relay K1 as a DPDT enclosed relay (120 VAC, 60 Hz coil) with an 8-pin octal-style plug and associated octal base. Provide contact material made of AgCdO with a 10 amp, 240 VAC rating. Ensure the relay has a specified pickup voltage of 102 VAC.

Provide relay SSR1 as a Triac SPST normally open solid state relay that is rated for 120 VAC input and zero-crossing (resistive load) 25 amp @ 120 VAC output. Ensure the relay turns on at 90 Vrms within 10 ms and turns off at 10 Vrms within 40 ms. Ensure the relay has physical

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characteristics as shown in the wiring detail in Figure 1. Provide 4 terminal screws with saddle clamps.

Provide fuses F1 and F2 as a UL Listed ¼″ x 1-1/4″ glass tube rated at 250 volts with a 10kA interrupting rating. Ensure F1 non-delay (fast-acting) and F2 slow-blow (time-delay) fuses have a maximum opening times of 60 minutes and 120 seconds for currents of 135 and 200 percent of the ampere rating, respectively. Ensure F2 slow-blow (time-delay) fuses have a minimum opening times of 12 seconds at 200 percent of the ampere rating. Provide fuse holders that are UL Recognized panel-mounted holders rated 250V, 15 ampere minimum with bayonet-type knobs which accept ¼″ x 1-1/4″ glass tube fuses.

Provide terminal blocks that are rated for 300V and are made of electrical grade thermoplastic or thermosetting plastic. Ensure each terminal block is of closed back design and has recessed-screw terminals with molded barriers between terminals. Ensure each terminal block is labeled with a block designation. Ensure each terminal is labeled with the function and a number.

Provide 3/4-inch diameter radial lead UL-recognized metal oxide varistors (MOVs) that have electrical performance as outlined below.

PROPERTIES OF MOV SURGE PROTECTOR	
Maximum Continuous Applied Voltage at 185° F	150 VAC (RMS) 200 VDC
Maximum Peak 8x20µs Current at 185° F	6500 A
Maximum Energy Rating at 185° F	80 J
Voltage Range 1 mA DC Test at 77° F	212-268 V
Max. Clamping Voltage 8x20µs, 100A at 77° F	395 V
Typical Capacitance (1 MHz) at 77° F	1600 pF

Provide resistor R1 as a 2K ohm, 12 watt, wirewound resistor with tinned terminals and attaching leads. Ensure the resistor is spaced apart from surrounding wires.

Provide a LED or incandescent lamp that has a voltage rating of 120 VAC with a minimum life rating at 50,000 hours.

Wire the preemption and sign control box as shown in Figure 1.

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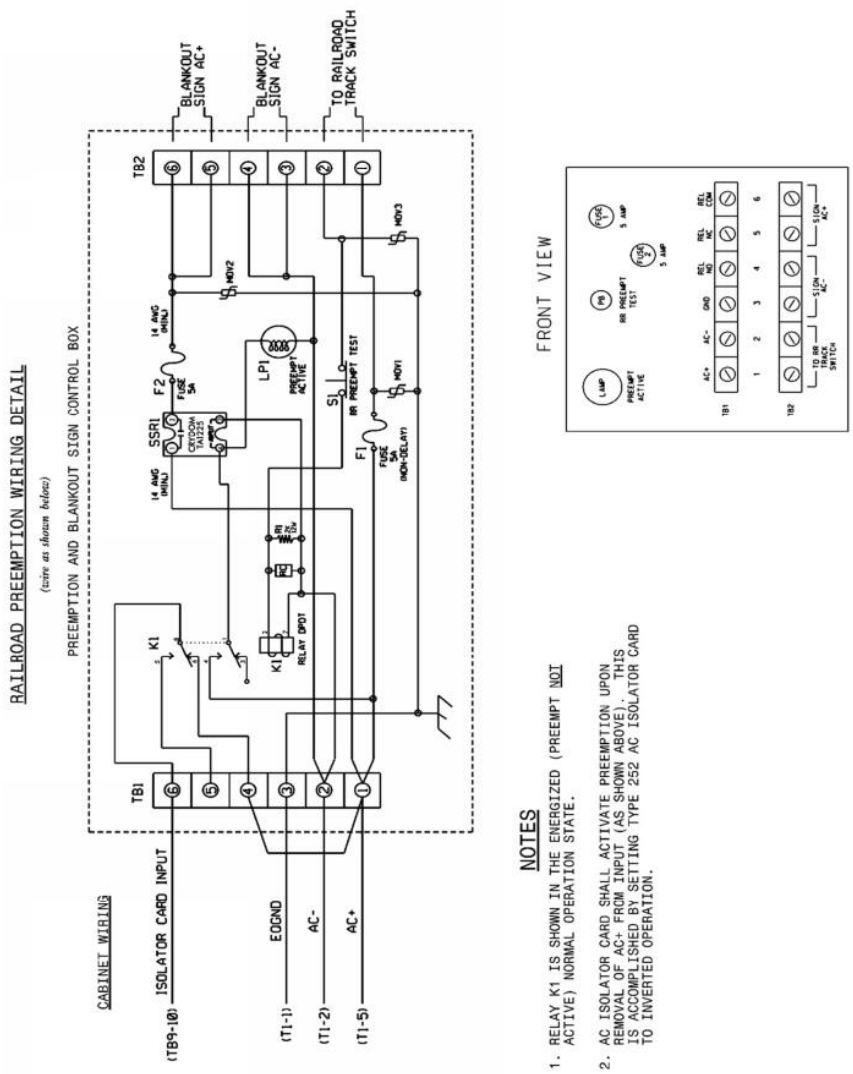

Figure 1

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3.3. MATERIALS – TYPE 170 DETECTOR SENSOR UNITS

Furnish detector sensor units that comply with Chapter 5 Section 1, "General Requirements," and Chapter 5 Section 2, "Model 222 & 224 Loop Detector Sensor Unit Requirements," of the CALTRANS "Transportation Electrical Equipment Specifications" dated March 12, 2009 with Erratum 1.

3.4. MATERIALS – TYPE 2070E CONTROLLERS

Furnish model 2070E controller units that conform to CALTRANS *Transportation Electrical Equipment Specifications* (TEES) (dated March 12, 2009, plus Errata 1 dated January 21, 2010 and Errata 2 dated December 5, 2014) except as required herein.

The Department will provide software at the beginning of the burning-in period. Contractor shall give 5 working days notice before needing software. Program software provided by the Department.

Provide model 2070E controllers with OS-9 release 1.3.1 or later with kernel edition #380 or later operating software and device drivers, composed of the unit chassis and at a minimum the following modules and assemblies:

- MODEL 2070-1E, CPU Module, Single Board, with 8Mb Datakey (blue in color)
- MODEL 2070-2E+, Field I/O Module (FI/O)
  - Note: Configure the Field I/O Module to disable both the External WDT Shunt/Toggle Switch and SP3 (SP3 active indicator is "off")
- MODEL 2070-3B, Front Panel Module (FP), Display B (8x40)
- MODEL 2070-4A, Power Supply Module, 10 AMP
- MODEL 2070-7A, Async Serial Com Module (9-pin RS-232)

4. TRAFFIC SIGNAL SUPPORTS

4.1. METAL TRAFFIC SIGNAL SUPPORTS – ALL POLES

A. General:

Furnish and install metal strain poles and metal poles with mast arms, grounding systems, and all necessary hardware. The work covered by this special provision includes requirements for the design, fabrication, and installation of both standard and custom/site specifically designed metal traffic signal supports and associated foundations.

Provide metal traffic signal support systems that contain no guy assemblies, struts, or stay braces. Provide designs of completed assemblies with hardware that equals or exceeds AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals* 6th Edition, 2013 (hereafter called 6th Edition AASHTO), including the latest interim specifications. Provide assemblies with a round or near-round (18 sides or more) cross-section, or a multi sided cross section with no less than six sides. The sides may be straight, convex, or concave.

Pole heights shown on signal plans are estimated from available data for bid purposes. Prior to furnishing metal signal poles, use field measurements and adjusted cross-sections to determine whether pole heights are sufficient to obtain required clearances. If pole heights are not sufficient, the Contractor should immediately notify the Engineer of the required revised pole heights.

Ensure that metal signal poles permit cables to be installed inside poles and any required mast arms. For holes in the poles and arms used to accommodate cables, provide full-circumference

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grommets. Arm flange plate wire access holes should be deburred, non grommeted, and oversized to fit around the 2" diameter grommeted shaft flange plate wire access hole.

After fabrication, have steel poles, required mast arms, and all parts used in the assembly hot-dip galvanized per section 1076. Design structural assemblies with weep holes large enough and properly located to drain molten zinc during the galvanization process. Provide hot-dip galvanizing on structures that meets or exceeds ASTM Standard A-123. Provide galvanizing on hardware that meets or exceeds ASTM Standard A-153. Ensure that threaded material is brushed and retapped as necessary after galvanizing. Perform repair of damaged galvanizing that complies with the following:

Repair of Galvanizing .....Article 1076-7

Standard Drawings for Metal Poles are available that supplement these project special provisions. These drawings are located on the Department's website:

https://connect.ncdot.gov/resources/safety/pages/ITS-Design-Resources.aspx

Comply with article 1098-1B of the *2018 STANDARD SPECIFICATIONS FOR ROADS & STRUCTURES*, hereinafter referred to as the *Standard Specifications* for submittal requirements. Furnish shop drawings for approval. Provide the copies of detailed shop drawings for each type of structure as summarized below. Ensure that shop drawings include material specifications for each component and identify welds by type and size on the detail drawing only, not in table format. **Do not release structures for fabrication until shop drawings have been approved by NCDOT**. Provide an itemized bill of materials for all structural components and associated connecting hardware on the drawings.

Comply with article 1098-1A of the *Standard Specifications* for Qualified Products List (QPL) submittals. All shop drawings must include project location description, signal inventory number(s) and a project number or work order number on the drawings.

Summary of information required for metal pole review submittal:

Item	Hardcopy Submittal	Electronic Submittal	Comments / Special Instructions
Sealed, Approved Signal Plan/Loading Diagram	1	1	All structure design information needs to reflect the latest approved signal plans
Custom Pole Shop Drawings	4 sets	1 set	Show NCDOT inventory number(s), contractor's name and relevant revision number in the title block. All drawings must have a unique drawing number for each project and identified for multiple pages.
Standard Pole Shop Drawings (from the QPL)	4 sets	1 set	Submit drawings on 11" x 17" format media. Show NCDOT inventory number(s), contractor's name and relevant revision number in the title block. All drawings must have a unique drawing number for each project and identified for multiple pages.
Structure Calculations	1 set	1 set	Not required for Standard QPL Poles

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Standard Pole Foundation Drawings	1 set	1 set	Submit drawings on 11" x 17" format media. Submit a completed Standard Foundation Selection form for each pole using foundation table on Metal Pole Drawing M-8.
Custom Foundation Drawings	4 sets	1 set	Submit drawings on 11" x 17" format media. Show NCDOT inventory number(s), contractor's name and relevant revision number in the title block. All drawings must have a unique drawing number for each project and identified for multiple pages. If QPL Poles are used, include the corresponding QPL pole shop drawings with this submittal.
Foundation Calculations	1	1	**Submit copies of LPILE input, output and pile tip deflection graph per Section 11.4 of this specification for each foundation.** Not required for Standard QPL Poles
Soil Boring Logs and Report	1	1	Report should include a location plan and a soil classification report including soil capacity, water level, hammer efficiency, soil bearing pressure, soil density, etc. for each pole.

NOTE – All shop drawings and custom foundation design drawings must be sealed by a Professional Engineer licensed in the state of North Carolina. All geotechnical information must be sealed by either a Professional Engineer or geologist licensed in the state of North Carolina. Include a title block and revision block on the shop drawings and foundation drawings showing the NCDOT inventory number.

Shop drawings and foundation drawings may be submitted together or separately for approval. However, shop drawings must be approved before foundations can be reviewed. Foundation designs will be returned without review if the associated shop drawing has not been approved. Boring reports should include the following: Engineer's summary, boring location maps, soil classification per AASHTO Classification System, hammer efficiency, and Metal Pole Standard Foundation Selection Form. Incomplete submittals will be returned without review. The Reviewer has the right to request additional analysis and copies of the calculations to expedite the approval process.

B. Materials:

Fabricate metal pole and arm shaft from coil or plate steel to meet the requirements of ASTM A 595 Grade A tubes. For structural steel shapes, plates and bars use A572 Gr 50 min or ASTM A709 Gr 50 min. Provide pole and arm shafts that are round in cross section or multisided tubular shapes and have a uniform linear taper of 0.14 in/ft. Construct shafts from one piece of single ply plate or coil so there are no circumferential weld splices. Galvanize in accordance with AASHTO M 111 or an approved equivalent.

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Use the submerged arc process or other NCDOT previously approved process suitable for pole shaft and arms to continuously weld pole shafts and arm shafts along their entire length. The longitudinal seam weld will be finished flush to the outside contour of the base metal. Ensure shafts have no circumferential welds except at the lower end joining the shaft to the pole base and arm base. Use full penetration groove welds with backing ring for all tube-to-transverse-plate connections in accordance with 6th Edition AASHTO. Provide welding that conforms to Article 1072-18 of the *Standard Specifications*, except that no field welding on any part of the pole will be permitted unless approved by a qualified engineer.

Refer to Metal Pole Standard Drawing Sheets M2 through M5 for fabrication details. Fabricate anchor bases and mast arm connecting plates from plate steel meeting, as a minimum, the requirements of ASTM A572 Gr 50, AASHTO M270 Gr 50, ASTM A709 Gr50, or an approved equivalent. Conform to the applicable bolt pattern and orientation as shown on Metal Pole Standard Drawing Sheet M2.

Ensure all hardware is galvanized steel or stainless steel. The Contractor is responsible for ensuring that the designer/fabricator specifies connecting hardware and/or materials that do not create a dissimilar metal corrosive reaction.

Provide a minimum of four (4) 1-1/2" diameter high strength bolts for connection between arm plate and pole plate. Increase number of bolts to six (6) 1-1/2" diameter high strength bolts when arm lengths are greater than 50'-0" long.

Unless otherwise required by the design, ensure each anchor rod is 2" diameter and 60" length. Provide 10" minimum thread projection at the top of the rod, and 8" minimum at the bottom of the rod. Use anchor rod assembly and drilled pier foundation materials that meet the *Foundations and Anchor Rod Assemblies for Metal Poles* provision.

For each structural bolt and other steel hardware, hot dip galvanizing shall conform to the requirements of AASHTO M 232 (ASTM A 153). Ensure end caps for poles or mast arms are constructed of cast aluminum conforming to Aluminum Alloy 356.0F.

Provide a circular anchor bolt lock plate that will be secured to the anchor bolts at the embedded end with 2 washers and 2 nuts. Provide a base plate template that matches the bolt circle diameter of the anchor bolt lock plate. Construct plates and templates from ¼" minimum thick steel with a minimum width of 4". Galvanizing is not required for both plates.

Provide 4 heavy hex nuts and 4 flat washers for each anchor bolt. For nuts, use AASHTO M291 grade 2H, DH, or DH3 or equivalent material. For flat washers, use AASHTO M293 or equivalent material.

C. Construction Methods:

Erect signal support poles only after concrete has attained a minimum allowable compressive strength of 3000 psi. Install anchor rod assemblies in accordance with the *Foundations and Anchor Rod Assemblies for Metal Poles* provision.

For further construction methods, see construction methods for Metal Strain Pole, or Metal Pole with Mast Arm.

Connect poles to grounding electrodes and bond them to the electrical service grounding electrodes.

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For holes in the poles used to accommodate cables, install grommets before wiring pole or arm. Do not cut or split grommets.

Attach the terminal compartment cover to the pole by a sturdy chain or cable. Ensure the chain or cable is long enough to permit the cover to hang clear of the compartment opening when the cover is removed, and is strong enough to prevent vandalism. Ensure the chain or cable will not interfere with service to the cables in the pole base.

Attach cap to pole with a sturdy chain or cable. Ensure the chain or cable is long enough to permit the cap to hang clear of the opening when the cap is removed.

Perform repair of damaged galvanizing that complies with the *Standard Specifications*, Article 1076-7 "Repair of Galvanizing."

Install galvanized wire mesh around the perimeter of the base plate to cover the gap between the base plate and top of foundation for debris and pest control.

Install a ¼" thick plate for concrete foundation tag to include: concrete grade, depth, diameter, and reinforcement sizes of the installed foundation.

4.2. METAL POLE UPRIGHTS (VERTICAL MEMBERS)

A. Materials:

- Provide tapered tubular shafts and fabricated of steel conforming to ASTM A-595 Grade A or an approved equivalent.
- Hot-dip galvanize poles in accordance with AASHTO M 111 or an approved equivalent.
- Have shafts that are continuously welded for the entire length by the submerged arc process, and with exposed welds ground or rolled smooth and flush with the base metal. Provide welding that conforms to Article 1072-18 of the *Standard Specification* except that no field welding on any part of the pole will be permitted.
- Have Shafts with no circumferential welds except at the lower end joining the shaft to the base.
- Have anchor bases for steel poles fabricated from plate steel meeting as a minimum the requirements of ASTM A572 Gr 50, AASHTO M270 Gr 50, ASTM A709 Gr 50, or an approved equivalent.

Provide a grounding lug(s) in the approximate vicinity of the messenger cable clamp for bonding and grounding messenger cable. Lugs must accept #4 or #6 AWG wire to bond messenger cables to the pole in order to provide an effective ground fault circuit path. Refer to Metal Pole Standard Drawing Sheet M6 for construction details.

Have poles permanently stamped above the hand holes with the identification tag details as shown on Metal Pole Standard Drawing Sheet M2.

Provide liquid tight flexible metal conduit (Type LFMC), liquid tight flexible nonmetallic conduit (Type LFNC), high density polyethylene conduit (Type HDPE), or approved equivalent to isolate conductors feeding luminaires.

Fabricate poles from a single piece of steel or aluminum with single line seam weld with no transverse butt welds. Fabrication of two ply pole shafts is unacceptable with the exception of fluted

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shafts. Provide tapers for all shafts that begin at base and that have diameters which decrease uniformly at the rate of not more than 0.14 inch per foot (11.7 millimeters per meter) of length.

Provide four anchor nuts and four washers for each anchor bolt. Ensure that anchor bolts have required diameters, lengths, and positions, and will develop strengths comparable to their respective poles.

Provide a terminal compartment with cover and screws in each pole that encompasses the hand hole and contains a 12-terminal barrier type terminal block. Provide two terminal screws with a removable shorting bar between them for each termination. Furnish terminal compartment covers attached to the pole by a sturdy chain or cable approved by the Engineer. Ensure that the chain or cable is long enough to permit the cover to hang clear of the compartment opening when the cover is removed, and is strong enough to prevent vandals from being able to disconnect the cover from the pole. Ensure that the chain or cable will not interfere with service to the cables in the pole base.

Install grounding lugs that will accept #4 or #6 AWG wire to electrically bond messenger cables to the pole. Refer to Metal Pole Standard Drawing Sheet M6 for construction details.

For each pole, provide a 1/2 inch minimum thread diameter, coarse thread stud and nut for grounding which will accommodate #6 AWG ground wire. Ensure that the lug is electrically bonded to the pole and is conveniently located inside the pole at the hand hole.

Provide a removable pole cap with stainless steel attachment screws for the top of each pole. Ensure that the cap is cast aluminum conforming to Aluminum Association Alloy 356.0F. Furnish cap attached to the pole with a sturdy chain or cable approved by the Engineer. Ensure that the chain or cable is long enough to permit the cap to hang clear of the pole-top opening when the cap is removed.

When required by the plans, furnish couplings 42 inches above the bottom of the base for mounting of pedestrian pushbuttons. Provide mounting points consisting of 1-1/2 inch internally threaded half-couplings that comply with the NEC and that are mounted within the poles. Ensure that couplings are essentially flush with the outside surfaces of the poles and are installed before any required galvanizing. Provide a threaded plug in each mounting point. Ensure that the surface of the plug is essentially flush with the outer end of the mounting point when installed and has a recessed hole to accommodate a standard wrench.

1. STRAIN POLE SHAFTS

Provide 2 messenger cable (span wire) clamps and associated hardware for attachment of messenger cable. Ensure that diameter of the clamp is appropriate to its location on the pole and is appropriately designed to be adjustable from 1'-6" below the top, down to 6'-6" below the top of the pole. Do not attach more than one support cable to a messenger cable clamp.

Provide a minimum of three (3) 2 inch (50 mm) holes equipped with an associated coupling and weatherhead on the messenger cable load side of the pole to accommodate passage of signal cables from inside the pole. Provide galvanized threaded plugs for all unused couplings at pole entrance points. Refer to Metal Pole Standard Drawing Sheet M3 for fabrication details.

Ensure that allowable pole deflection does not exceed that allowed per 6th Edition AASHTO. Ensure maximum deflection at the top of the pole does not exceed 2.5 percent of the pole height.

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2. MAST ARM POLE SHAFTS

Ensure that allowable pole deflection does not exceed that allowed per 6th Edition AASHTO. Ensure that maximum angular rotation of the top of the mast arm pole does not exceed 1 degree 40 minutes (1°40').

B. Construction Methods:

Install metal poles, hardware, and fittings as shown on the manufacturer's installation drawings. Install metal poles so that when the pole is fully loaded it is within 1 degree 40 minutes (1°40') of vertical. Install poles with the manufacturer's recommended "rake." Use threaded leveling nuts to establish rake if required.

4.3. MAST ARMS

Provide pole plates and associated gussets and fittings for attachment of required mast arms. As part of each mast arm attachment, provide a cable passage hole in the pole to allow passage of signal cables from the pole to the arm.

Ensure that allowable mast arm deflection does not exceed that allowed per 6th Edition AASHTO. Also when arm is fully loaded, tip of the arm shall not go below the arm attachment point with the pole for all load conditions per 6th Edition AASHTO.

Furnish all arm plates and necessary attachment hardware, including bolts and brackets.

Provide two extra bolts for each arm.

Provide grommet holes on the arms to accommodate cables for the signals.

Provide arms with weatherproof connections for attaching to the shaft of the pole.

Provide hardware that is galvanized steel, stainless steel, or corrosive-resistant aluminum.

Provide a removable end cap with stainless steel attachment screws for the end of each mast arm. Ensure that the cap is cast aluminum conforming to Aluminum Association Alloy 356.0F. Furnish cap attached to the arm with a sturdy chain or cable approved by the Engineer. Ensure that the chain or cable is long enough to permit the cap to hang clear of the arm end opening when the cap is removed.

Comply with the following for Steel Luminaire Arms:

- In addition to tapered tube, luminaire arms may be standard weight black steel pipe conforming to ASTM A 53-90a, Type E or Type S, Grade B or an approved equivalent.
- Conform to the welding requirements of the steel poles.
- After all fabricating, cutting, punching, and welding are completed, luminaire arms should be hot-dipped galvanized inside and outside.
- In accordance with the National Electrical Code (NEC) Article 230.2(E), provide identification of the electrical source provider for the luminaire feeder circuit with contact information on a permanent label located in the pole hand hole in the vicinity of the feeder circuit raceway.

A. Materials:

After all fabricating, cutting, punching, and welding are completed, hot-dip galvanize the structure in accordance with the AASHTO M 111 or an approved equivalent.

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B. Construction Methods:

Install horizontal-type arms with sufficient manufactured rise to keep arm from deflecting below the arm attachment height.

Attach cap to the mast arm with a sturdy chain or cable. Ensure that the chain or cable is long enough to permit the cap to hang clear of the arm opening when the cap is removed.

For mast arm poles, use full penetration welds with back-up ring at the pole base and at the arm base connection.

4.4. DRILLED PIER FOUNDATIONS FOR METAL TRAFFIC SIGNAL POLES

Analysis procedures and formulas shall be based on AASHTO 6th Edition, latest ACI code and the *Drilled Shafts: Construction Procedures and Design Methods* FHWA-NHI-10-016 manual. Design methods based on engineering publications or research papers needs to have prior approval from NCDOT. The Department reserves the right to accept or disapprove any method used for the analysis.

Use a Factor of Safety of 1.33 for torsion and 2.0 for bending for the foundation design.

Foundation design for lateral load shall not exceed 1" lateral deflection at top of foundation.

For lateral analysis, use LPILE Plus V6.0 or later. Inputs, results and corresponding graphs are to be submitted with the design calculations.

Skin Friction is to be calculated using the α-method for cohesive soils and the β-method for cohesion-less soils (**Broms method will not be accepted**). Detailed descriptions of the "α" and "β" methods can be found in *FHWA-NHI-10-016*.

Omit first 2.5ft for cohesive soils when calculating skin friction.

When hammer efficiency is not provided, assume a value of 0.70.

Design all custom foundations to carry the maximum capacity of each metal pole. For standard case strain poles only, if a custom foundation is designed, use the actual shear, axial and moment reactions from the Standard Foundation Selection Table shown on Standard Drawing No. M8.

When poor soil conditions are encountered which could create an excessively large foundation design, consideration may be given to allowing an exemption to the maximum capacity design. The contractor must gain approval from the engineer before reducing a foundation's capacity. On projects where poor soil is known to be present, it is advisable that the contractor consider getting foundations approved before releasing poles for fabrication.

Have the contractor notify the engineer if the proposed foundation is to be installed on a slope other than 8H: 1V or flatter.

A. Description:

Furnish and install foundations for NCDOT metal poles with all necessary hardware in accordance with the plans and specifications.

Metal Pole Standards have been developed and implemented by NCDOT for use at signalized intersections in North Carolina. If the plans call for a standard pole, then a standard foundation may be selected from the plans. However, the Contractor is not required to use a standard foundation. If the Contractor chooses to design a non-standard site-specific foundation for a standard pole or if the plans call for a non-standard site-specific pole, design the foundation to conform to the applicable

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provisions in the NCDOT Metal Pole Standard Drawings and Section B7 (Non-Standard Foundation Design) below. If non-standard site specific foundations are designed for standard QPL approved strain poles, the foundation designer must use the design moment specified by load case on Metal Pole Standard Drawing Sheet M8. Failure to conform to this requirement will be grounds for rejection of the design.

If the Contractor chooses to design a non-standard foundation for a standard pole and the soil test results indicate a standard foundation is feasible for the site, the Contractor will be paid the cost of the standard foundation (drilled pier and wing wall, if applicable). Any additional costs associated with a non-standard site-specific foundation including additional materials, labor and equipment will be considered incidental to the cost of the standard foundation. All costs for the non-standard foundation design will also be considered incidental to the cost of the standard foundation.

B. Soil Test and Foundation Determination:

1. General:

Drilled piers are reinforced concrete sections, cast-in-place against in situ, undisturbed material. Drilled piers are of straight shaft type and vertical.

Some standard drilled piers for supporting poles with mast arms may require wing walls to resist torsional rotation. Based upon this provision and the results of the required soil test, a drilled pier length and wing wall requirement may be determined and constructed in accordance with the plans.

For non-standard site-specific poles, the contractor-selected pole fabricator will determine if the addition of wing walls is necessary for the supporting foundations.

2. Soil Test:

Perform a soil test at each proposed metal pole location. Complete all required fill placement and excavation at each signal pole location to finished grade before drilling each boring. Soil tests performed that are not in compliance with this requirement may be rejected and will not be paid. Drill one boring to a depth of 26 feet within a 25 foot radius of each proposed foundation.

Perform standard penetration tests (SPT) in accordance with ASTM D 1586 at depths of 1, 2.5, 5, 7.5, 10, 15, 20 and 26 feet. Discontinue the boring if one of the following occurs:

- A total of 100 blows have been applied in any 2 consecutive 6-in. intervals.
- A total of 50 blows have been applied with < 3-in. penetration.

Describe each intersection as the "Intersection of (*Route or SR #*), *(Street Name)* and (*Route or SR #*), *(Street Name)*, _____ County, Signal Inventory No. _____". Label borings with "B- *N, S, E, W, NE, NW, SE or SW*" corresponding to the quadrant location within the intersection. Pole numbers should be made available to the Drill Contractor. Include pole numbers in the boring label if they are available. If they are not available, ensure the boring labels can be cross-referenced to corresponding pole numbers. For each boring, submit a legible (hand written or typed) boring log signed and sealed by a licensed Geologist or Professional Engineer registered in North Carolina. Include on each boring the SPT blow counts and N-values at each depth, depth of the boring, hammer efficiency, depth of water table and a general description of the soil types encountered using the AASHTO Classification System.

3. Standard Foundation Determination:

Use the following method for determining the Design N-value:

$$N_{AVG} = \frac{(N@1' + N@2.5' + \ldots\ldots\ldots N@\text{Deepest Boring Depth})}{\text{Total Number of N-values}}$$

$$Y = (N@1')^2 + (N@2.5')^2 + \ldots\ldots\ldots (N@\text{Deepest Boring Depth})^2$$

$$Z = (N@1' + N@2.5' + \ldots\ldots\ldots N@\text{Deepest Boring Depth})$$

$$N_{STD\ DEV} = \left(\frac{(\text{Total Number of N-values} \times Y) - Z^2}{(\text{Total Number of N-values}) \times (\text{Total Number of N-values} - 1)} \right)^{0.5}$$

Design N-value equals lesser of the following two conditions:

$N_{AVG} - (N_{STD\ DEV} \times 0.45)$

Or

$$\text{Average of First Four N-Values} = \frac{(N@1' + N@2.5' + N@5' + N@7.5')}{4}$$

Note: If less than 4 N-values are obtained because of criteria listed in Section 2 above, use average of N-values collected for second condition. Do not include the N-value at the deepest boring depth for above calculations if the boring is discontinued at or before the required boring depth because of criteria listed in Section 2 above. Use N-value of zero for weight of hammer or weight of rod. If N-value is greater than 50, reduce N-value to 50 for calculations.

If standard NCDOT strain poles are shown on the plans and the Contractor chooses to use standard foundations, determine a drilled pier length, "L," for each signal pole from the Standard Foundations Chart (sheet M 8) based on the Design N-value and the predominant soil type. For each standard pole location, submit a completed "Metal Pole Standard Foundation Selection Form" signed by the Contractor's representative. Signature on form is for verification purposes only. Include the Design N-value calculation and resulting drilled pier length, "L," on each form.

If non-standard site-specific poles are shown on the plans, submit completed boring logs collected in accordance with Section 2 (Soil Test) above along with pole loading diagrams from the plans to the contractor-selected pole fabricator to assist in the pole and foundation design.

If one of the following occurs, the Standard Foundations Chart shown on the plans may not be used and a non-standard foundation may be required. In such case, contact the Engineer.

- The Design N-value is less than 4.
- The drilled pier length, "L", determined from the Standard Foundations Chart, is greater than the depth of the corresponding boring.

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In the case where a standard foundation cannot be used, the Department will be responsible for the additional cost of the non-standard foundation.

Foundation designs are based on level ground around the traffic signal pole. If the slope around the edge of the drilled pier is steeper than 8:1 (H:V) or the proposed foundation will be less than 10 feet from the top of an embankment slope, the Contractor is responsible for providing slope information to the foundation designer and to the Engineer so it can be considered in the design.

The "Metal Pole Standard Foundation Selection Form" may be found at:

http://www.ncdot.gov/doh/preconstruct/highway/geotech/formdet/misc/MetalPole.pdf

If assistance is needed, contact the Engineer.

4. Non-Standard Foundation Design:

Design non-standard foundations based upon site-specific soil test information collected in accordance with Section 2 (Soil Test) above. Design drilled piers for side resistance only in accordance with Section 4.6 of the *AASHTO Standard Specifications for Highway Bridges*. Use the computer software LPILE version-6.0 or later manufactured by Ensoft, Inc. to analyze drilled piers. Use the computer software gINT V8i or later manufactured by Bentley Systems, Inc. with the current NCDOT gINT library and data template to produce SPT boring logs. Provide a drilled pier foundation for each pole with a length and diameter that result in a horizontal lateral movement of less than 1 inch at the top of the pier and a horizontal rotational movement of less than 1 inch at the edge of the pier. Contact the Engineer for pole loading diagrams for standard poles to be used for non-standard foundation designs. Submit any non-standard foundation designs including drawings, calculations, and soil boring logs to the Engineer for review and approval before construction.

C. Drilled Pier Construction:

Construct drilled pier foundations in accordance with the *Foundations and Anchor Rod Assemblies for Metal Poles* provision.

4.5. CUSTOM DESIGN OF TRAFFIC SIGNAL SUPPORTS

A. General:

Design traffic signal supports with foundations consisting of metal strain poles or metal poles with mast arms.

The lengths of the metal signal poles shown on the plans are estimated from available data for bid purposes. Determine the actual length of each pole from field measurements and adjusted cross-sections. Furnish the revised pole heights to the Engineer. Use all other dimensional requirements shown on the plans.

Ensure each pole includes an identification tag with information and location positions as defined on Metal Pole Standard Drawing Sheets M2, M3 and M4. All pole shaft tags must include the NCDOT Inventory number followed by the pole number shown on the traffic signal or ITS (non-signalized locations) plan.

Design all traffic signal support structures using the following 6th Edition AASHTO specifications:

- Design for a 50 year service life as recommended by Table 3.8.3-2.
- Use the wind pressure map developed from 3-second gust speeds, as provided in Article 3.8.

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- Ensure signal support structures include natural wind gust loading and truck-induced gust loading in the fatigue design, as provided for in Articles 11.7.1.2 and 11.7.1.3, respectively. Designs need not consider periodic galloping forces.
- Assume the natural wind gust speed in North Carolina is 11.2 mph. For natural wind fatigue stress calculations, utilize a drag coefficient (C_d) computed for 11.2 mph wind velocity and not the basic wind speed velocity.
- Design for Category II fatigue, as provided for in Article 11.6, unless otherwise specified.
- Calculate all stresses using applicable equations from Section 5. The Maximum allowable stress ratios for all signal support designs are 0.9.
- Conform to article 10.4.2 and 11.8 for all deflection requirements.

Ensure that the design permits cables to be installed inside poles and mast arms.

Unless otherwise specified by special loading criteria, the computed surface area for ice load on signal heads is:

- 3-section, 12-inch, Surface area: 26.0 ft^2 (17.0 ft^2 without back plate)
- 4-section, 12-inch, Surface area: 32.0 ft^2 (21.0 ft^2 without back plate)
- 5-section, 12-inch, Surface area: 42.0 ft^2 (29.0 ft^2 without back plate)

The ice loading for signal heads defined above includes the additional surface area that back plates will induce. Special loading criteria may be specified in instances where back plates will not be installed on signal heads. Refer to the Loading Schedule on each Metal Pole Loading Diagram for revised signal head surface areas. The pole designer should revise ice loads accordingly in this instance. Careful examination of the plans when this is specified is important as this may impact sizing of the metal support structure and foundation design which could affect proposed bid quotes. All maximum stress ratios of 0.9 still apply.

Assume the combined minimum weight of a messenger cable bundle (including messenger cable, signal cable and detector lead-in cables) is 1.3 lbs/ft. Assume the combined minimum diameter of this cable bundle is 1.3 inches.

Ensure that designs provide a removable pole cap with stainless steel attachment screws for each pole top and mast arm end.

B. Metal Poles:

Submit design drawings for approval including pre-approved QPL pole drawings. Show all the necessary details and calculations for the metal poles including the foundation and connections. Include NCDOT inventory number on design drawings. Include as part of the design calculations the ASTM specification numbers for the materials to be used. Provide the types and sizes of welds on the design drawings. Include a Bill of Materials on design drawings. Ensure design drawings and calculations are signed, dated, and sealed by the responsible professional engineer licensed in the state of North Carolina. Immediately bring to the attention of the Engineer any structural deficiency that becomes apparent in any assembly or member of any assembly as a result of the design requirements imposed by these specifications, the plans, or the typical drawings. Said Professional Engineer is wholly responsible for the design of all poles and arms. Review and acceptance of these

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designs by the Department does not relieve the said Professional Engineer of his responsibility. **Do not fabricate the assemblies until receipt of the Department's approval of the design drawings.**

For mast arm poles, provide designs with provisions for pole plates and associated gussets and fittings for mast arm attachment. As part of each mast arm attachment, provide a grommeted 2" diameter hole on the shaft side of the connection to allow passage of the signal cables from the pole to the arm.

Where ice is present, assume wind loads as shown in Figure 3.9.4.2-3 of the 6th Edition AASHTO Specification for Group III loading.

For each strain pole, provide two messenger cable clamps and associated hardware to attach the messenger support cable. Ensure that the diameter of the clamps is appropriately designed to be adjustable from 1'-6" inches below the top, down to 6'-6" below the top of the pole. Do not attach more than one messenger support cable to a messenger cable clamp.

Provide a grounding lug(s) in the approximate vicinity of the messenger cable clamp for bonding and grounding messenger cable. Lugs must accept #4 or #6 AWG wire to bond messenger cables to the pole in order to provide an effective ground fault circuit path. Refer to Metal Pole Standard Drawing Sheet M6 for construction details.

Design tapers for all pole shafts that begin at the base with diameters that decrease uniformly at the rate of 0.14 inch per foot of length.

Design a base plate on each pole. The minimum base plate thickness for all poles is determined by the following criteria:

Case 1 Circular or rectangular solid base plate with the upright pole welded to the top surface of base plate with full penetration butt weld, and where no stiffeners are provided. A base plate with a small center hole, which is less than 1/3 of the upright diameter, and located concentrically with the upright pole, may be considered as a solid base plate.

The magnitude of bending moment in the base plate, induced by the anchoring force of each anchor bolt is $M = (P \times D_1) / 2$, where

M = bending moment at the critical section of the base plate induced by one anchor bolt

P = anchoring force of each anchor bolt

D_1 = horizontal distance between the anchor bolt center and the outer face of the upright, or the difference between the bolt circle radius and the outside radius of the upright

Locate the critical section at the face of the anchor bolt and perpendicular to the bolt circle radius. The overlapped part of two adjacent critical sections is considered ineffective.

Case 2 Circular or rectangular base plate with the upright pole socketed into and attached to the base plate with two lines of fillet weld, and where no stiffeners are provided, or any base plate with a center hole that is larger in diameter than 1/3 of the upright diameter.

The magnitude of bending moment induced by the anchoring force of each anchor bolt is $M = P \times D_2$,

where P = anchoring force of each anchor bolt

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D_2 = horizontal distance between the face of the upright and the face of the anchor bolt nut

Locate the critical section at the face of the anchor bolt top nut and perpendicular to the radius of the bolt circle. The overlapped part of two adjacent critical sections is considered ineffective.

If the base plate thickness calculated for Case 2 is less than Case 1, use the thickness calculated for Case 1.

The following additional owner requirements apply concerning pole base plates.

- Ensure that whichever case governs as defined above, the anchor bolt diameter is set to match the base plate thickness. If the minimum diameter required for the anchor bolt exceeds the thickness required for the base plate, set the base plate thickness equal to the required bolt diameter.
- For dual mast arm supports, or for single mast arm supports 50' or greater, use a minimum 8 bolt orientation with 2" diameter anchor bolts, and a 2" thick base plate.
- For all metal poles with mast arms, use a full penetration groove weld with a backing ring to connect the pole upright component to the base. Refer to Metal Pole Standard Drawing Sheet M4.

Ensure that designs have anchor bolt holes with a diameter 1/4 inch larger than the anchor bolt diameters in the base plate.

Ensure that the anchor bolts have the required diameters, lengths, and positions, and will develop strengths comparable to their respective poles.

Provide designs with a 6 x 12-inch hand hole with a reinforcing frame for each pole.

Provide designs with a terminal compartment with cover and screws in each pole that encompasses the hand hole and contains provisions for a 12-terminal barrier type terminal block.

For each pole, provide designs with provisions for a 1/2 inch minimum thread diameter, coarse thread stud and nut for grounding which will accommodate a #6 AWG ground wire. Ensure the lug is electrically bonded to the pole and is conveniently located inside the pole at the hand hole.

When required, design couplings on the pole for mounting pedestrian pushbuttons at a height of 42 inches above the bottom of the base. Provide mounting points consisting of 1-1/2 inch internally threaded half-couplings that comply with the NEC that are mounted within the poles. Ensure the couplings are essentially flush with the outside surfaces of the poles and are installed before any required galvanizing. Provide a threaded plug for each half coupling. Ensure that the surface of the plug is essentially flush with the outer end of the mounting point when installed and has a recessed hole to accommodate a standard wrench.

C. Mast Arms:

Design all arm plates and necessary attachment hardware, including bolts and brackets as required by the plans.

Design for grommeted holes on the arms to accommodate the cables for the signals if specified.

Design arms with weatherproof connections for attaching to the shaft of the pole.

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Always use a full penetration groove weld with a backing ring to connect the mast arm to the pole. Refer to Metal Pole Standard Drawing Sheet M5.

Capacity of tapped flange plate must be sufficient to develop the full capacity of the connecting bolts. In all cases the flange plate of both arm and shaft must be at least as thick as the arm connecting bolts are in diameter.

4.6. POLE NUMBERING SYSTEM

A. New Poles

Attach an identification tag to each pole shaft and mast arm section as shown on Metal Pole Standard Drawing Sheet M2 "Typical Fabrication Details Common To All Metal Poles".

4.7. MEASUREMENT AND PAYMENT

Actual number of metal poles with single mast arms furnished, installed, and accepted.

Actual number of metal poles with dual mast arms furnished, installed, and accepted.

Actual number of soil tests with SPT borings drilled furnished and accepted.

Actual volume of concrete poured in cubic yards of drilled pier foundation furnished, installed and accepted.

Actual number of designs for mast arms with metal poles furnished and accepted.

No measurement will be made for foundation designs prepared with metal pole designs, as these will be considered incidental to designing signal support structures.

Payment will be made under:

Metal Pole with Single Mast Arm .....Each
Metal Pole with Dual Mast Arm.....Each
Soil Test .....Each
Drilled Pier Foundation..... Cubic Yard
Mast Arm with Metal Pole Design .....Each

5. PROTECTIVE COATING FOR METAL POLES

5.1. Description

Protective coating for metal poles is a supplemental durable color coating that is applied to galvanized steel and aluminum traffic signal structures installed in locations where maintaining an aesthetic appearance is important. Powder Coating is the preferred supplemental protective coating process for coating galvanized steel and aluminum structures. However, for the purposes of this special provision, an Acrylic Primer and top coat paint system is included as an acceptable alternative when protective color coating is required.

Provide protective coating over galvanization for all steel poles including all necessary hardware in accordance with the plans and specifications. Any aluminum components do not need to be galvanized before application of protective coating.

5.2. Materials

With the exception of aluminum components, furnish all metal poles with galvanic protection along with a tough and durable application of protective coating. Aluminum components shall have a durable powder coating application. Galvanization is not required for aluminum components.

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Furnish pole caps that have a low gloss powder finish applied over a hot-dipped galvanized surface. Comply with the applicable provisions of Section 442-10 and 442-12 of the *Standard Specifications*.

Ensure the selected color for protective coating has been verified and approved by the Engineer prior to fabrication.

5.3. Coating Shop Approval

Approve the coating shop facility prior to the application of any coating process. Submit all requests, procedures and documents electronically to:

- Mr. Brian Hunter, P.E., Chemical Testing Engineer
- bhunter@ncdot.gov

A) Submit a quality control procedure that the company has established to ensure a quality and durable coating. The quality control procedure shall contain at a minimum the following:

- Qualified / Certified personnel to manage the QC Program and to conduct Quality Control tests
- Qualified / certified coaters
- Source and type of powder
- How the powder will be stored
- Powder application facility (heated or unheated)
- Surface pre-treatment
- Surface preparation including profile
- Application methods
- Curing conditions (conventional or infrared)
- Curing Temperature
- Adhesion & Holiday Detection
- Repair Procedure
- Storage and protection of coated items
- Shipping and handling (packing, protection, and wrapping)

B) Submit a powder certification from the manufacturer

C) Submit the following to the Chemical Testing Engineer a minimum of four weeks prior to coating application.

1. Two test panels of ASTM A36 steel, ¼ or greater in thickness measuring 8 inches by 11 inches using the proposed color of the final coat; a powder coated over galvanized test panel and a powder coated over un-galvanized test panel.
2. In addition, provide two (2) samples of the same or comparable material and thickness as production pieces. Ensure production piece replicas do not exceed twelve inches (12") in length and width nor 50 pounds in weight.
3. Submit all test panels with inspection reports and records according to *Standard Specifications*, Section 442, Section 1072, Section 1076, and Section 1080.

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4. Acceptance of the panels is determined by meeting the requirements of ASTM D-4541 of 800 psi for both galvanized and un-galvanized and production piece test panels.
5. Send all panels to :

   Materials and Tests Unit
   1801 Blue Ridge Road
   Raleigh, NC 27607
   Attn: Chemical Testing Engineer

5.4. POWDER COATING

A. Galvanizing

Galvanize steel products in accordance with Section 1076 of the *Standard Specifications*. Ensure the fabricator or designated representative(s) that is supplying the components to be galvanized communicates with the galvanizer to indicate that the galvanized pieces will be powder coated to avoid water or chromate quenching.

B. Surface Preparation

Comply with manufacturer's recommended surface coating specifications, Steel Structure Painting Council (SSPC) specifications and applicable articles of Section 442 (Painting Steel Structures) of the *Standard Specifications*. Ensure that surface preparations and treatments are performed and meet the requirements of the above referenced specifications.

Some pole components, specifically steel plates ¾ inches or more in thickness, may need blast cleaning prior to structure assembly to remove impurities and non-metallic foreign materials. Mechanically remove all weld flux after structure is assembled

Degrease and prepare steel structure for zinc coating after assembly using full immersion baths and pickling processes in heat controlled caustic and acid solutions. Rinse and clean structure to remove caustic or acid solutions by immersion in a circulating fresh water bath. Immerse structure in a heat controlled concentrated zinc ammonium chloride flux solution and air dry as a final prep before hot-dip galvanization.

Ensure that the surface preparation is no less than specified by the powder manufacturer's recommendations. Prepare all components to be coated in accordance with SSPC SP-2 (Hand Tool Cleaning) and/or SSPC SP-3 (Power Tool Cleaning). Remove all drainage spikes, high spots, protrusions or other surface defects using hand or power tools. Do not remove the galvanization below the limits set forth in AASHTO M111.

Remove grease, oils, moisture, scale, rust or any other foreign matter prior to powder coating to ensure ideal adhesion and coating performance. Prepare and coat the galvanized surface as soon as possible after the galvanization process.

C. Powder Coating Application and Curing

Prepare galvanized finish for powder coating by brush blasting in accordance with SSPC-SP7. Ensure all threaded components of the structure are protected from damage during blasting process.

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Use thermosetting powder resin that meets 5A or 5B classifications of ASTM D3359. Apply powder coating electrostatically. Follow manufacturer's recommended preheating requirements. Ensure the top coat finish is applied uniformly to all surfaces with a dry film thickness of between 3.0 to 5.0 mils. Cure the top coat by heating the structure to manufacturer recommended temperatures at the duration required to ensure complete and uniform bond.

D. Quality Control

Ensure the applicator provides all test reports and documentation and inspects all coated material as outlined in the *Standard Specifications*, Section 442, Section 1072, Section 1076, and Section 1080. Ensure the quality control inspection is kept separate from the production functions.

E. Storage, Shipping, and Handling

Store all powder coated material inside or as directed by the Engineer.

Protect the product from incurring damage during all shipping, handling, and storing activities. Do not store the product directly on the ground or in areas where water may pool; the Engineer determines the effectiveness of all storage, shipping and handling methods.

F. Repair of Powder Coated Material

Repair all damage to the coating by the original method of application as outlined in the coating facility's repair procedure. Ensure all repair areas meet the original requirements for adhesion as stated in this Project Special Provision.

Photograph, document, and report all damages upon delivery to the project site prior to unloading. Provide documented damage notifications to the Engineer or to their authorized representative so the application firm can be notified. The Engineer has the authority to accept or reject the material as outlined in the *Standard Specifications*.

Submit to the Engineer a repair procedure for damaged coatings which occur during storage, transporting, handling and or installation. Utilize a liquid paint approved by the Department, compatible with the powder applied product. Ensure all repair areas demonstrate an adhesion rating of 400 psi in accordance with ASTM D-4541. Obtain Engineer's acceptance of the final finish.

5.5.ACRYLIC PRIMER AND TOP COAT PAINT SYSTEM 4 (MODIFIED)

A. Description

Follow NCDOT procedures for Powder Coating over Galvanizing. Provide an Acrylic Primer and top coat when a substitute for powder coating is necessary.

Provide supplemental coating for all mast arms with metal signal poles and all necessary hardware for the signalized intersection in accordance with NCDOT Standard specifications – sections 442 and 1080, as contained herein, and as shown on the plans.

Ensure all painting work for new structures, except field touch-up and bolt painting is performed in the shop.

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B. Surface Preparation

Ensure all surface preparation is not less than that specified by the paint manufacturer's recommendations.

Ensure all components to be coated are prepared in accordance with SSPC SP2 (Hand Tool Cleaning and or SSPC SP-3 (Power Tool Cleaning). Remove all drainage spikes, high spots, protrusions or other surface defects using hand or power tools. Do not remove the galvanization below the limits set forth in AASHTO M111.

Perform abrasive sweep blasting in accordance with ASTM D6386. Refer to this section for a description of the abrasive blast material to be used. Use a material and technique capable of stripping action to remove corrosion products and to provide a rough surface profile while leaving base zinc layers intact.

Blow down all blasted surfaces with clean compressed air to provide a clean, dry surface.

Ensure all surfaces are free of visible zinc oxides or zinc hydroxides.

C. Materials

Use an approved/qualified waterborne paint meeting the requirements of NCDOT Standard specification section 1080. Do not apply paint until each batch has been tested by the Department. Provide color as specified in the contract documents.

Ensure all paint used on this contract is produced by the same manufacturer.

D. Painting

Apply paint in accordance with the requirements of Section 1080 and Section 442 of the 2010 *Standard Specifications* using System 4 as modified herein.

System 4 (Modified)
Acrylic Primer and Top Coats

Coat	Material	Mils Dry/Wet Film Thickness	Mils Dry/Wet Film Thickness
		Minimum	Maximum
Primer	1080-12 White	3.0 DFT	5.0 DFT
Stripe	1080-12 Brown	4.0 WFT	7.0 WFT
Topcoat	1080-12 Brown	2.0 DFT	4.0 DFT
Total		5.0 DFT	9.0 DFT

Shop paint all galvanized surfaces within 8 hours after surface preparation with the exception of field touch-up and bolt painting.

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Mask off and do not paint all data plates and faying surfaces prior to application.

Spray apply all coatings except for the stripe coat. Brush apply the stripe coat to all plate edges, welds, bolt holes and bolts prior to applying the finish coat.

E. Curing

Store all material in a heated shop for a period no less than 24 hours once top coat has been applied. Continue storing material until requirements of ASTM D-1640 have been met.

F. Inspection

Provide inspection records showing the initial average thickness of the hot dipped galvanizing as well as the final average DFT measurement.

Ensure all material is of a uniform appearance free of runs, drips, and sags.

G. Handling

Do not handle, ship, or erect coated members until paint is thoroughly dry.

Protect all shipping and handling either from the coating facility to project site and or storage site to area(s) to construction location from incurring damage to product. Wood blocks and nylon slings are recommended for securing, loading, hoisting or storing members.

H. Repair of Damaged Coating

Repair damage occurring to the galvanized portion of the coating during shipment or installation in accordance with Articles 1076-6 and 1080-9 of the *Standard Specifications*. Repair damage occurring to the painted portion of the coating during shipment or installation by applying 4.0-7.0 wet mils of topcoat with a brush or roller and feather or taper this to be level with the surrounding areas.

5.6. MEASUREMENT AND PAYMENT

Actual number of single mast arm poles with protective coating applied furnished, installed, and accepted.

Actual number of dual mast arm poles with protective coating applied furnished, installed, and accepted.

Payment will be made under:

Protective Coating for Single Mast Arm Pole (_____).....Each
Protective Coating for Dual Mast Arm Pole (_____).....Each

PROJECT SPECIAL PROVISIONS - UTILITIES

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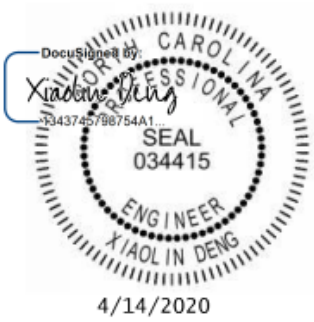
Project: U-5908 **UC-1** **County: Mecklenburg**

PROJECT SPECIAL PROVISIONS
Utility Construction

Xiaolin Deng, PE
STV Engineers, Inc.
900 West Trade Street, Suite 715
Charlotte, NC 28202

U-5908 Main Street from Mt. Holly-Huntersville Rd SR 2004 to Ramah Church Rd SR 2439



Signature and Seal of Professional Engineer that Prepared This Report

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1.1 PROJECT SPECIAL PROVISIONS

Unless otherwise indicated in these special provisions, all materials and requirements for proposed water and sewer lines shall at a minimum meet the standards and requirements outlined in the 2018 NCDOT Standard Specifications. All material and requirements for proposed water and sewer lines and abandonment of existing water and sewer lines that will be installed or are within Norfolk Southern Right of Way shall meet the standards and requirements outlined in the 2018 Norfolk Southern NSCE-8 Specifications.

1.2 REVISE THE 2018 STANDARD SPECIFICATIONS AS FOLLOWS:

Page 15-1, Sub-article 1500-2 Cooperation with the Utility Owner, paragraph 2: add the following sentences:

The utility owner is Charlotte Water (CLTWater). The contact person is Bill Deal, Project Manager, and he can be reached by phone at (980) 722-0786.

1.3 NOISE AND VIBRATION REQUIREMENTS

Site preparation and excavating and the construction, demolition, alteration or repair of any building or structure located on a site that is within 1,000 feet of an occupied residence shall not be conducted other than between the hours of 7 a.m. and 8 p.m., Monday through Saturday, and between the hours of 12 p.m. and 8 p.m. on Sunday, unless such work is entirely within a completely enclosed area so as not to be audible beyond the property line of the lot upon which the work is conducted. The Chief of Police or designee may approve exceptions in cases of urgent necessity in the interest of public safety. See Town of Huntersville Code of Ordinances Chapter 93.41 for more information.

Unless specifically listed as a pay item, all costs for noise abatement and limited work hours shall be considered incidental and included in the costs of the work.

1.4 CONNECTION TO EXISTING SANITARY SEWERS

In cases where construction will disrupt the existing sewer flow, prior to beginning Work, the Contractor shall prepare and submit a plan and schedule indicating how the existing flow will be handled and the time frame in which he intends to work. The Department in conjunction with the Contractor shall be responsible for notifications of all customers affected by interruptions. Interruptions shall be scheduled at a time most convenient to the public. Work may be required at night, weekends and holidays, as determined by CLTWater. Customers shall be notified at least 72 hours (not including weekends/holidays) prior to interruption of service.

There will be **no separate measurement or payment** for "Connection to Existing Sanitary Sewer" with the exception of SPU-01 TEMPORARY SANITARY SEWER BYPASS PUMPING.

1.5 WATER CONNECTIONS

Direct connections to the existing water system, regardless of size or type, will not be allowed until:

1. Chlorination is complete,
2. The new water line has passed all lab tests,

3. The new water line has been approved for connections and activation by the Department and CLTWater.

Temporary Jumper Connection: Only one temporary jumper connection to the existing water system, regardless of size or type, will be allowed until after chlorination is complete and the new water line has passed all lab tests and has been approved for connection/activation by the Department and CLTWater.

1.6 INTERRUPTION OF WATER SERVICE

The Contractor shall maintain continuous service to all users, except when a planned water line/service outage with a specified duration has been approved by the Department and CLTWater.

Only then can the Contractor interrupt service. Do not interrupt service to hospitals, emergency service, first response facilities, or facilities designated by the Department and CLTWater.

When a scheduled water service outage is needed, the Contractor shall develop and forward to the CLTWater for approval, a shutdown scenario for each scheduled outage. Contractor shall notify CLTWater at least 10 working days in advance to schedule the Work. The scenarios shall indicate the Work to be accomplished, materials to be installed, a traffic control plan, valves, fire hydrants and air releases to be operated, the date, starting time and duration of the outage with the address and business name of customers whose services will be affected.

The Contractor is required to have all materials and equipment on the job site seventy-two (72) hours prior to planned service interruption. The Contractor shall provide adequate work force during this time to complete the required connection and refill and return the existing water line to service. The Town of Huntersville Fire Department shall be notified of interruptions of water lines 72 hours prior to interruption.

The Contractor shall operate all valves required to isolate the existing mains as directed by CLTWater. Test shut downs will be required to confirm operation of valves and isolation of water line. The Contractor shall be required to dispose of water from the isolated main and to dispose of air during the filling operation. Neither the Department nor CLTWater will be responsible for delays, rescheduling, etc., resulting from incomplete isolation of the mains.

The Department in conjunction with the Contractor shall be responsible for notifying all customers affected by the interruption of service. Service interruptions shall be scheduled at a time most convenient to the public.

All costs associated with this item, including equipment, labor and material, shall be considered incidental and included in the costs of the work.

1.7 TIME OF YEAR RESTRICTIONS - 36-INCH WATER MAIN REPLACEMENT

The 36-inch water main tie-ins can only be performed between November 1st and April 1st. Any work required to complete this replacement that occurs out of the allowed time shall be approved at CLTWater's discretion.

In order to complete the 36-inch water main replacement within the time of year restriction, the existing 36-inch water main shall be exposed by the Contractor prior to the scheduled replacement of the water main. Contractor shall verify the location of the existing pipe joints for connection and

verify any other measurements required to complete the final connections and order materials for delivery to the site prior to starting work.

All costs associated with this item, including equipment, labor and material, shall be considered incidental and included in the costs of the pay items in the Bid.

1.8 WORK OF 36-INCH WATER MAIN REPLACEMENT

All work associated with the 36-inch water main replacement at North Old Statesville Road and Ramah Church Road are critical to CLTWater operation, including all piping, valves, fittings, appurtenances, line stops, long pattern sleeve, reducer, tie-in connection, blocking, work associated with section 1.7 "TIME OF YEAR RESTRUCTIONS – 36-INCH WATER MAIN REPLACEMENT", etc. CLTWater or the Owner reserve the rights to remove all work associated with this 36-inch water main replacement from this project and perform the work by on-call contractors or separate bid.

1.9 ABANDON & REMOVE EXISTING FIRE HYDRANT

The Contractor shall provide all labor and equipment necessary to dismantle, remove, and stockpile the existing fire hydrant shown on the plans or as directed by CLTWater. The Contractor shall use extreme caution and care when dismantling the hydrant. The Contractor shall also be responsible for providing all labor and equipment necessary to dismantle and remove any items associated with the fire hydrant. The Contractor shall contact CLTWater to determine a suitable location to stockpile the fire hydrant and associated items. Fire hydrant assemblies removed from this project shall be turned over to Charlotte Water. Assembly shall include hydrant and any hydrant valves not left in place.

All costs associated with this item, including equipment, labor and material, shall be considered incidental and included in the costs of the pay item "remove fire hydrant" in the Bid.

1.10 STEEL CASING

At Norfolk-Southern (NS) Railroad Rights-of-Way, submittals shall be subject to review of NS railroad and construction shall comply with NS Standard Specifications for Materials and Construction, November 2017, and Specifications for Pipeline Occupancy of NS Corporation Property, January 2018.

Casing spacers (insulators) shall be stainless steel bands that are 11 inches long with glass filled polymer plastic runners that are 2 inches wide. Casing spacers shall be sized in accordance with the casing spacers manufacturer's recommendations so as to center the pipe within the casing. The number of casing spacers and the distance between them shall be in accordance with the recommendations of the manufacturer of the casing spacers at a maximum of 10'; however a minimum of three casing spacers (one at each end and one at the midpoint of the pipe) shall be required for each pipe length. The insulated casing spacers shall be sized to be capable of supporting the weight of the pipe filled with water. Insulating casing spacers shall be as approved by CLTWater.

All costs associated with this item, including equipment, labor and material, shall be considered incidental and included in the costs of the pay items "encasement pipe" in the Bid.

1.11 ABANDON & REMOVE EXISTING UTILITIES

The Contractor shall provide all material, labor, equipment, pumping flowable fill or placing grout, removal and disposal of pipe, plugging pipe openings, excavation, backfill, and incidentals necessary to complete the proposed utility work unless indicated otherwise in the construction documents.

Fill all abandoned utility pipe located in the roadway, which is six inches in diameter and larger and has a cover of less than twenty feet below finished grade with flowable fill where not required to be removed to the satisfaction of the Engineer. Contractor shall prepare an operation that ensures the pipes are filled free of voids. Contractor shall prepare a detailed plan with proposed chemical admixtures of the flowable fill and submit the plan to, and obtain approval from, the Engineer prior to beginning flowable fill. This work may require multiple excavations along the length of pipes to be abandoned.

Remove any abandoned utility pipe exposed by grading operations to a minimum depth of twelve inches below subgrade elevation of the proposed roadbed or completed grading template. Plug all abandoned utility pipes. Use portland cement grout to plug all abandoned sewer pipes at the entrance to all manholes whether the manhole is to be abandoned or not. Use portland cement grout to plug all abandoned water mains after new mains are placed in service.

All costs associated with this item, including equipment, labor and material, shall be considered incidental and included in the costs of the pay items "abandon utility pipe" in the Bid.

1.12 SHOP AND FIELD TESTING OF 24-INCH AND 36-INCH BUTTERFLY VALVES

Certified factory testing shall be provided for all components of the 24-inch and 36-inch butterfly valves and operator system to be supplied and used in this project. Valves and operators shall be shop tested in accordance with the requirements in the latest revision of AWWA C500, including performance tests, leakage test, hydrostatic tests, and proof-of-design tests. The manufacturer, through the Contractor, shall submit certified copies of the reports covering the test for acceptance by the Engineer. Contractor shall provide minimum 14 days notice of shop testing date to CLTWater and the Engineer so that CLTWater and the Engineer will be present to witness up to 3 full days of shop tests at the factory.

Shop testing shall be provided for the operators consisting of a complete functional check of each unit. Any deficiencies found in shop testing shall be corrected prior to shipment.

The Contractor shall conduct field tests to check and adjust system components, and to test and adjust operation of the overall system. Preliminary field tests shall be conducted prior to start-up with final field tests conducted during start-up. The factory service representative shall assist the Contractor during all field testing and prepare a written report describing test methods, and changes made during the testing, and summarizing test results. The service representative shall certify proper operation of the valve operator system upon successful completion of the final acceptance field testing.

Preliminary and final field tests shall be conducted at a time approved by CLTWater. The CLTWater Representative shall witness all field testing.

All costs associated with this item, including equipment, labor and material, expenses of both the

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Contractor, CLTWater representatives and the Engineer, shall be considered incidental and included in the costs of the pay items "24-inch valve and 36-inch valve" in the Bid. These costs shall include air travel, 2 nights hotel per person for both CLTWater representative and the Engineer, transportation between airport and hotel and factory.

1.13 RESTRAINED JOINT AND FITTINGS

Unless specifically noted on plans, all ductile iron piping and fittings shall be restrained joint.

SPECIAL PROVISION PAY ITEM DESCRIPTIONS FOR WATER LINE AND SANITARY SEWER CONSTRUCTION

The bid for each pay item shall include the cost of all materials, equipment, labor and all else required to complete that pay item as specified.

Materials shall be new, in good condition and free from defects.

Materials, equipment, labor, permits, fees or incidentals required to complete Work for which there is no clearly described pay item shall have their cost incorporated into the pay items listed below. No separate payment for this Work will be made.

Payment will be made according to the unit price or lump sum bid in the Proposal.

Abbreviations used in the Plans, Specifications, and Bid Form include, but are not limited to:

1. LS = lump sum
2. EA = each
3. LF = linear foot
4. VF = vertical foot
5. CY = cubic yard
6. LBS = pounds
7. SF = square foot
8. TN = ton

Pay items require the Contractor to make submittals to the Department. Water and sanitary sewer related submittals require the approval of the Department and CLTWater.

The following items shall be considered incidental to the work. There shall be no direct payment for this work:

1. For special scheduling, special requirements, and manufacturing lead times necessary to complete the Project in an orderly manner.
2. For limited work hours, including night and weekend work relating to utilities.
3. For operation of existing valves and test shutdowns, as needed or directed by the Department.
4. For installation of lockout/tagout devices on all isolation valves or as directed by the Department.
5. For pot holing (test pit) existing utilities ahead of construction and determining if a conflict exists.
6. For use of steel traffic plates as needed or required by the Department.
7. For pipe deflection called out by the Plans, required by field conditions, or directed by the Department.
8. For temporary fittings, valves, piping, and other appurtenances required to properly install and test the pipe.
9. For temporary blow-offs. Contractor shall submit to and receive approval from the Department for a testing plan. Testing plan shall include the location of RP

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jumpers, chlorine injection points, flushing points and sample points. All temporary blow-offs shall be set-up to serve as lab sample points.

10. For the cost to properly dispose of residual chlorinated water.
11. For maintaining pedestrian traffic safety and ADA requirements.
12. For compliance with Town of Huntersville Noise Ordinance.
13. For furnishing, removing, hauling, storing, placing and compacting of in-situ backfill material.
14. For pipeline bedding type called out on the Plans and Specifications.
15. For all erosion control measures required but not addressed in the erosion control plan.
16. For restoring the site to a condition equal to or better than original conditions.
17. For compliance with applicable OSHA regulations.
18. For construction layout and surveying required for the water and sewer installation.
19. For testing required by the Plans and Specifications, including the requirements of the herein.
20. For keeping the pipeline and service tubing clean and free of debris, including the use of temporary plugs, caps and other devices.
21. For removal of excess spoils from the jobsite or incorporation of excess spoils in the Project.
22. For connections to existing sewer lines, manholes, and laterals using transition style couplings with stainless steel shear bands and clamps as approved by the Department.
23. For temporary support, relocation, removal and replacement of existing utilities. Damage to existing utilities caused by this Work shall be repaired in accordance with the requirements of the utility owner. However, the cost for such repairs shall be borne by the Contractor at no additional cost to the Department.
24. For adherence to the provisions of the 1985 Underground Damage Prevention Act.
25. For connecting the new/activated or relocated water services to existing meter assemblies and to new meter assemblies and to existing service piping.
26. For concrete thrust collars and blocking as detailed on the Drawings.
27. For removal of valve boxes.

SP-001 EJ PRESCOTT STYLE 501 COUPLING OR EQUAL

1.0 DESCRIPTION

This item, furnishing and installing EJ Prescott Style 501, or equal, couplings shall include the cost of all materials, equipment, labor and all else required to complete this pay item as specified.

This is a per each item. It includes everything associated with furnishing, installing and placing into successful operation an EJ Prescott Style 501 coupling or equal in locations indicated on the drawings.

2.0 MATERIALS AND METHODS

Materials shall include coupling and all hardware required to complete connection.

3.0 MEASUREMENT

This item shall be measured based on the number of couplings installed.

4.0 PAYMENT

EJ Prescott Style 501 or approved equal couplings will be paid for at the per each Contract unit price. Such payment will be full compensation for all Work covered by this Project Special Provision.

Payment will be made under:

SP-001 EJ PRESCOTT STYLE 501 COUPLING OR EQUAL..... EA

SP-002 TEMPORARY SANITARY SEWER BYPASS PUMPING

1.0 DESCRIPTION

This item, Temporary Sanitary Sewer Bypass Pumping, shall include the cost of all materials, equipment, labor and all else required to complete this pay item as specified.

This is a lump sum pay item. It includes everything associated with the installation, operation, maintenance, and removal of a temporary sanitary sewer bypass pumping operation. There are no separate pay items associated with this Work. The Work, in its entirety, is payable only through this lump sum pay item.

2.0 MATERIALS AND METHODS

Contractor shall maintain continuous sanitary service to all users, except when a planned outage with a specified duration has been preapproved by the Department and CLTWater.

The Contractor shall not be permitted to plug or sever sewer lines without a fully functional and approved bypass pumping operation.

A temporary sanitary sewer bypass pumping operation will cover two scenarios: mainline sewer bypass (pump from manhole to manhole) and service lateral bypass (cut-in tank/pump to manhole). The cut-in tank/pump scenario shall have the ability, via valves, to divert flow from the user to the cut-in tank or directly to the mainline sewer.

The number and size of pumps, pipes, and connections utilized in the bypass pumping operation shall be designed, scheduled, and installed such that if the largest pump is taken out of service, the remaining pump can maintain bypass flows without a surcharge that results in an overflow of sewage.

Prior to existing sanitary sewer flows being bypassed, the Contractor shall develop a temporary sanitary sewer bypass pumping operation plan that meets with the approval of the Department and CLTWater. Contractor's proposed temporary sanitary sewer bypass pumping operation shall

be designed and sealed by a North Carolina Professional Engineer using Engineering judgment.

Contractor shall submit the temporary sanitary sewer bypass pumping operation plan to the Department and CLTWater for review. Include the following items:

1. Sealed 11" x 17" sheets for plan view, prepared and sealed by a Registered North Carolina Professional Engineer
2. Scale: 1" = 40'
3. Show location, size and number of pumps
4. Show above ground temporary force mains and buried temporary force mains
5. Label force main size, length, material type and thickness
6. Show phasing and duration for which force main and pumps will remain in service
7. Show all associated traffic and pedestrian control

Contractor is responsible for determining peak flows, including wet weather flows, to be handled by the temporary sanitary sewer bypass pumping operation.

Contractor shall be responsible for monitoring the bypass pumping operation at all times it is operational. 'Monitoring' shall be defined as the continuous presence of the Contractor's qualified personnel at the site of the bypass pumping operation, until all sewage flows are conveyed by the new, permanent, activated sanitary sewer system.

The Contractor shall make all repairs and provide additional support services and protection when the temporary sanitary sewer bypass pumping operation has been damaged by vandalism or other events.

The Contractor shall immediately notify the Department in the event a surcharge occurs that results in an overflow of sewage.

The Contractor shall be responsible for paying fines and cleanup operations associated with overflow violations attributed to the bypass pumping operation at no additional cost to the Department or CLTWater.

All asphalt and concrete Work associated with the temporary sanitary sewer bypass pumping operation, including trenched force main, temporary surfaces, steel plates, saw cutting, removal and disposal of asphalt and concrete, and installation of cold patch are included in this pay item.

Ingress and egress to properties shall be maintained at all times. Pedestrian and vehicular traffic shall be maintained at all times. Temporary sanitary sewer bypass pumping operation shall meet ADA requirements and any NCDOT traffic control requirements.

Precautions shall be taken to ensure the temporary sanitary sewer bypass pumping operation does not damage public or private properties. In the event damage occurs, Contractor shall make provisions to correct such damage at no additional cost to the Department or CLTWater.

The Contractor shall respond, with personnel and equipment, within the following time limits to Town of Huntersville, the Department, CLTWater and user complaints.

1. 15 - minutes for weekday regular hour complaints

2. 1 - hour for night/weekend complaints

Contractor shall be responsible for the development and distribution of letters and other communications to the users:

1. Contractor shall develop and submit to the Department and CLTWater for their prior review a letter for notification of temporary sanitary sewer service operation.
2. Contractor shall develop and submit to the Department and CLTWater for their prior review a letter notifying impacted users of planned (and prior approved) sanitary sewer service interruption.
3. All communication to the users shall include the basic information required to be on the temporary water service installation signs.

The bypass pumping operation shall comply with applicable noise ordinances.

3.0 MEASUREMENT

Temporary Sanitary Sewer Bypass Pumping is a lump sum item that will be measured by the complete installation and acceptance of the Temporary Sanitary Sewer Bypass Pumping as described above.

4.0 PAYMENT

Temporary Sanitary Sewer Bypass Pumping Operation, measured as provided above, will be paid for at the lump sum Contract unit price for "Temporary Sanitary Sewer Bypass Pumping." Such payment will be full compensation for all Work covered by this Project Special Provision.

Payment will be made under:

SP-002.01 TEMPORARY SANITARY SEWER BYPASS PUMPING..... LS

SP-003 RAILROAD PROTECTIVE LIABILITY INSURANCE

1.0 DESCRIPTION

This item, Railroad Protective Liability Insurance, shall include the cost of all materials, equipment, labor and all else required to complete this pay item as specified.

This is a lump sum pay item. It includes everything associated with providing and maintaining Railroad Protective Liability (RPL) Insurance as per the requirements of the Norfolk-Southern Railroad Agreement with Charlotte Water for the entire period of construction. The RPL Insurance shall also cover STV Engineers, Inc. and Charlotte Water by name. Coverage amounts shall be as indicated in the Railroad agreement.

2.0 MATERIALS AND METHODS

Contractor shall furnish copies of insurance to Charlotte Water.

3.0 MEASUREMENT

Railroad Protective Liability Insurance is a lump sum item that will be measured by the cost submitted for the insurance as described above.

4.0 PAYMENT

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Railroad Protective Liability Insurance measured as provided above, will be paid for at the lump sum Contract unit price for " Railroad Protective Liability Insurance." Such payment will be full compensation for all Work covered by this Project Special Provision.

Payment will be made under:

SP-003.01 RAILROAD PROTECTIVE LIABILITY INSURANCE..... LS

SP-004 CATHODIC PROTECTION ON 24" WATER MAIN

1.0 DESCRIPTION

This item, furnishing and installing all required cathodic protection materials, equipment, labor and all other items required to complete this pay item as specified.

This is a lump sum item. It includes everything associated with furnishing, installing, testing and placing into successful operation cathodic protection system indicated on the drawings.

2.0 MATERIALS AND METHODS

Materials shall include all materials and all hardware required to complete cathodic protection system as indicated on the drawings.

3.0 MEASUREMENT

This item shall be lump sum pay item.

4.0 PAYMENT

Cathodic Protection of 24" Water Main will be paid for at the lump sum price indicated on the bid form. Such payment will be full compensation for all Work covered by this Project Special Provision.

Payment will be made under:

SP-004 CATHODIC PROTECTION ON 24" WATER MAIN..... LS

CATHODIC PROTECTION ON 24" WATER MAIN

Project: U-5908 **CP-1** **County: Mecklenburg**

PROJECT SPECIAL PROVISIONS
Cathodic Protection on 24" Water Main

Theron H. Stancil, PE
Pond and Company
3500 Parkway Ln, Suite #500
Peachtree Corners, GA 30092

U-5908 Main Street from Mt. Holly-Huntersville Rd SR 2004
to Ramah Church Rd SR 2439

Signature and Seal of Professional Engineer that Prepared This Report

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

PART 1 – GENERAL

1.01 SCOPE

A. The work included under this section includes providing all labor, materials, equipment, tools, and incidentals required for the installation of a complete corrosion control system.

B. The contractor shall be responsible for the procurement, installation, testing, and commissioning of the corrosion control system as specified in this section.

C. The corrosion control system shall consist of the following major components:

1. Basic Corrosion Monitoring System:

   The contractor shall install and test a system for the monitoring of corrosion potential on the installed pipeline. Provision of the basic corrosion monitoring system will be considered a part of the bid package, and will be included in the contractor's unit price for pipe material and installation.

2. Galvanic Anode Cathodic Protection System:

   The contractor shall procure and install a galvanic anode cathodic protection system according to these specifications, plans, and details. The installation of the galvanic anode system will be considered a part of the bid package, and will be included in the contractor's unit price for pipe material and installation.

D. Reference Standards

The following is a list of standards which may be referenced in this section:

1. ASTM International (ASTM):

   a. B843, Standard Specification for Magnesium Alloy Anodes for Cathodic Protection

   b. G97, Standard Test Method for Laboratory Evaluation of Magnesium Sacrificial Anode Test Specimens for Underground Applications.

   c. STP 741, Underground Corrosion, a Statistical Probability Method for Soil Resistivity Determination.

   d. G57, Standard Test Method for Field Measurement of Soil Resistivity Using the Wenner Four-Electrode Method.

   e. A48 Class 25, Standard for Gray Iron Castings.

   f. B418, Standard Specification for Cast and Wrought Galvanic Zinc Anodes.

   g. C94, Standard Specification for Ready-Mixed Concrete.

h. C31, Standard Practice for Making and Curing Concrete Test Specimens in the Field

i. C39, Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens

2. National Fire Protection Association (NFPA): 70, National Electrical Code (NEC).

3. National International (NACE) SP0169 – Corrosion Control of Underground Pipelines.

4. National Electrical Manufacturer Association (NEMA) WC 70, Power Cables Rated 2000 Volts or Less for the Distribution of Electrical Energy

5. US Department of Transportation (DOT) H-20, Load Rating Designations

6. American Water Works Association (AWWA) C110, Ductile-Iron and Gray-Iron Fittings.

1.02 SUBMITTALS

A. Action Submittals

1. Manufacturer's data, including catalog information, material specification, and other information for products to be used.

2. Layout of the basic corrosion monitoring system shall be included with pipeline shop drawings or lay schedule.

3. Corrosion specialist qualifications. The contractor shall submit the credentials of the proposed cathodic protection or corrosion specialist as part of the shop drawing review process.

B. Informational Submittals

1. Compliance Statement: provide compliance statement that galvanic anode composition meets chemical requirements specified herein.

2. Field test reports to be completed and submitted to owner with 14 days of testing.

1.03 DELIVERY, STORAGE, AND HANDLING

A. Packing and Shipping: provide anodes and reference electrodes packaged in a plastic or heavy paper bag of sufficient thickness to protect backfill, and cloth bag during normal shipping and handling.

B. Store prepackaged anodes off the ground and keep them dry. Protect against weather, condensation, and mechanical damage. Immediately remove wet or mechanically damaged prepackaged anodes from site. Handle anodes with care to prevent loss of backfill material. Do not lift or hold anodes by lead wire.

1.04 DEFINITIONS

A. Ferrous Metal Pipe: pipe made of steel or iron, and pipe containing steel or iron as a principle structural material.

B. Lead, Lead Wires, Joint Bonds, Cable: insulated copper conductor; the same as wire.

C. NACE: NACE International

D. CPS: Cathodic Protection or Corrosion Specialist

E. CP: Cathodic Protection

F. AWG: American Wire Gauge, standardized wire gauge system

G. ANSI: American National Standards Institute

H. HMWPE: High Molecular Weight Polyethylene, type of wire insulation.

I. THWN: Thermoplastic Heat and Water-resistant Nylon-coated, type of wire insulation.

J. RHH-RWH: Rubber insulation and heat resistant, type of wire insulation.

PART 2 PRODUCTS

2.01 BASIC CORROSION MONITORING SYSTEM

A. Wires

1. Conform to applicable requirements of NEMA WC 70.

2. Joint Bond:

   a. General: stranded copper wire with 600-volt HMWPE insulation. Supply joint bonds complete with formed copper sleeve on each end of wire.

   b. Push-On, Mechanical, or Flanged Joints: #4 AWG wires, 18-inches long.

   c. Flexible Coupling Joints: #4 AWG wires, 24-inches long.

3. Anode Header Cable: single-conductor, #8 AWG stranded copper wire with 600-volt HMWPE insulation.

4. Insulation Colors:

   a. Galvanic Anodes: red

   b. Pipeline Test Wires: black (new pipeline) and white (existing pipeline)

   c. Reference Electrodes: blue

d. Insulated Joints: as shown

B. Cathodic Protection Test Station

1. Flush Mounted:

a. All test stations shall be flush mounted type unless otherwise shown on project drawings. The test box shall pass US DOT H-20 roadway load test.

2. Raised Test Station:

a. The test station shall be constructed as follows:

Terminal Board:	Polycarbonate Lexan plastic.
Terminal Posts:	Nickel-plated marine brass (5 terminal)
Conduit Post:	3-inch diameter UV stabilized polyethylene.
Model:	Cott Big Fink® or Cott ZapGuard® as applicable, green PVC post with cap

3. Test Station Wires:

Stranded conductor, #10 AWG stranded copper with 600-volt rated THWN insulation. Color coded as shown on the project drawings.

C. Buried Reference Electrodes

Prepackaged Copper-Copper Sulfate Reference Electrodes:

1. Material: permanent type, copper-copper sulfate reference electrode suitable for direct burial with a minimum design life of 30 years. Electrode shall be prepackaged in a cloth bag containing a low resistivity backfill.

2. Wire: #14 AWG stranded copper wire with black, 600-volt HMWPE or RHH-RWH insulation. Wire shall be attached to electrode and insulated with manufacturer's standard connection. Connection shall be stronger than the wire. No splicing of the reference electrode lead wire shall be permitted under any circumstances.

3. Acceptable Manufactures:

a. Borin Manufacturing; model SRE-007-CUY.

b. Electrochemical Devices, Inc.; model UL50-CUG-CW.

c. GMC Electrical, Inc.; model CU-1-UGPC.

D. Thermite Weld Materials

1. General:

a. Thermite wire sleeves, welders, and weld cartridges according to manufacturer's recommendations for each wire size, pipe or fitting size, and material.

b. Welding materials and equipment shall be the product of a single manufacturer. Interchanging materials of different manufacturers will not be acceptable.

2. Molds: graphite. Ceramic "One-Shot" molds are not acceptable.

3. Cartridges:

a. Cast-iron thermite weld cartridges for cast and ductile iron pipe and fittings.

b. Maximum cartridge size as recommended by manufacturer

4. Welding Materials Manufacturers:

a. Erico Products Inc. (Cadweld), Cleveland, OH.

b. Continental Industries, Inc. (Thermo-Weld), Tulsa, OK.

5. Thermite Weld Caps:

a. Prefabricated weld cap with coating and suitable primer.

b. Handy Cap II with Royston Primer 747, as manufactured by Royston Laboratories, Inc.

E. Ancillary Materials

1. Compression Connectors:

a. For in-line, tap, and multi splice compression connectors furnish "C" taps made of conductive wrought copper, sized to fit wires being spliced.

b. Manufacturer and Product: Burndy; type YC.

2. Ring Terminal Wire Connectors: one-piece, tin-plated crimp-on lug connector as manufactured by Burndy Co. or Thomas and Betts.

3. Splicing Tape: linerless rubber high-voltage splicing tape suitable for moist and wet environments; Scotch 23 rubber splicing tape and Scotch 33+ super vinyl electrical tape, as manufactured by 3M Products.

4. Electrical Coating Compound: the electrical coating compound shall be a brush applied material formulated for sealing vinyl tape. The electrical coating compound shall be Scotchkote Electrical Coating as manufactured by the 3M Company.

5. Shunts: 0.01-ohm shunt. Test station shunts shall be constructed to fit the terminal posts for the specified test station. The resistance shall be 0.1-ohm with a current capacity of 2-amperes. The shunt shall be as manufactured by Cott Manufacturing Company Model "Yellow" or approved equal.

6. Earth Fill: native soil free of roots and other organic matter, ashes, cinders, trash, debris, and rocks conforming to the project specification for final backfill.

F. Concrete

1. Materials: poured concrete for the flush-mounted test station slabs shall be ready-mix conforming to ASTM C94. Minimum allowable 28-day compressive field strength shall be 3,000-psi when cured and tested in conformance with ASTM C31 and ASTM C39. Portland cement shall be Type 1.

2. Mixing: in a clean metal container, mix entire package of dry materials by hand or machine. Following manufacturer's instructions, add clean water in sufficient quantity to produce a slump of 2 to 3 inches.

G. Insulating Joints

1. Flange Insulating Kits:

a. For ductile iron pipe flanges, provide standard flange diameter bolt hole sizes.

b. Fasteners: in accordance with AWWA C110, for ductile iron pipe. Minimum bolt length shall be the sum of the mating flange maximum thicknesses, sealing gasket, insulating and steel washer thickness, and depth of the nut plus 1/8-inch minimum before torqueing. Since insulating sleeves may not fit over unthreaded portions of fasteners, bolts shall be cut thread full body or threaded rod as required to meet the inside diameter dimensions of the insulating sleeves specified herein.

c. Gaskets: full-face type E, G-10 retainer with a quad ring elastomeric sealing element. Sealing element shall be retained in a groove within retainer portion of gasket.

d. Insulating Sleeves: full-length fiberglass reinforced epoxy (NEMA G-10 grade).

e. Insulating Washers: fiberglass reinforced epoxy (NEMA G-10 grade).

f. Steel Washers: plated, hot-rolled steel, 1/8-inch thick.

1) Provide two (2) washers per bolt for flange diameters equal to or less than 36-inch diameter.

2) Provide four (4) washers per bolt for flange diameters larger than 36-inch diameter.

g. Manufacturers:

1) Pipeline Seal and Insulator, Inc. (PSI), Houston, TX.

2) Advance Products and Systems, Lafayette, LA.

2. The insulating corporation valves (stops) shall consist of a brass fitting with a nylon insulator. The insulated corporation ball valve shall be manufactured by Ford Meter Box

Company. The corporation valve shall be model FB600 and the insulator adaptor shall be as follows:

a. 3/4-inch service: SI-C04-33-AWT

b. 1-inch service: SI-C04-44-AWT

c. 1-1/2-inch service: SI-C04-66-AWT

d. 2-inch service: SI-C04-77-AWT

3. Insulating Unions: o-ring sealed with molded and bonded insulating bushing to union body, as manufactured by Central Plastics Co., Shawnee, OK.

2.02 GALVANIC ANODE CATHODIC PROTECTION SYSTEM

A. Galvanic Anodes

1. Magnesium Anodes:

a. Composition: high potential magnesium, ASTM B843. The composition of the high potential anode shall be as follows:

a.	Aluminum	0.010% Maximum
b.	Manganese	0.50 to 1.30%
c.	Copper	0.02% Maximum
d.	Nickel	0.001% Maximum
e.	Zinc	0.05% Maximum Iron 0.03% Maximum
f.	Silicon	0.05% Maximum
g.	Other	0.05% each
h.	Magnesium	Remainder

b. Open circuit potential and electrochemical capacity:

1) Open Circuit Potential: negative 1.70-volts or more negative to a copper-copper sulfate reference electrode.

2) Electrochemical Capacity: 490-ampere-hours per pound at 50% efficiency, minimum.

3) As determined by laboratory testing using ASTM G97.

c. Dimensions: Ingot dimensions shall be 5.5-inch x 19.875-inch, type 32D5. Final dimensions of the backfill and anode shall be 8-inch x 28-inch.

d. Weight: bare ingot weight shall be 20-pounds. Final weight of the anode and backfill shall be 55-pounds.

2. Wire-to-Anode Connection: manufacturer's standard. Anode connection shall be stronger than the wire. A minimum of 20-feet of #12 AWG solid copper wire with TW insulation

(red) shall be attached to the anode. Wire to anode attachment shall be by silver solder and sealed to prevent any moisture penetration.

B. Backfill

1. Composition:

   a. Ground Hydrated Gypsum 75%

   b. Powdered Wyoming Bentonite 20%

   c. Anhydrous Sodium Sulfate 5%

2. Grain Size: 100% passing through a 20-mesh screen and 50% retained by a 100-mesh screen.

3. Mixture: thoroughly mixed and firmly packaged around galvanic anode within cloth bag by means of adequate vibration.

4. Quantity of backfill shall be sufficient to cover surfaces of anode to a depth of 1-inch.

PART 3 EXECUTION

3.01 GENERAL

A. Construct pipe bonding system, test stations, electrical isolation and galvanic anode cathodic protection system on buried steel, ductile iron and cast iron, and appurtenances.

B. Conform to NFPA 70.

C. CPS shall observe installation of, or inspect following installation, all equipment required by this section. CPS to provide written certification of successful installation.

3.02 BASIC CORROSION MONITORING SYSTEM

A. Pipe Joint Bonding

1. Electrically bond all pipe joints, including vault and manhole piping and fittings, and including restrained joints, except joints specified to be threaded, welded, or insulated.

2. Number of Bonds per Joint:

   a. Install two (2) joint bond wire assemblies at each joint that requires bonding, as shown on project details.

3. Use thermite weld process for electrical connection of wires to pipe and fittings.

   When the weld has cooled, remove the weld slag and test the weldment for strength by striking a sharp blow with a 2-pound hammer while pulling firmly on the wire.

Re-weld unsound welds and retest weldments. Thoroughly clean mold and mold covers after completion of each weld to assure that no slag will penetrate the next weld.

4. After soundness of the weld has been verified, thoroughly clean with a stiff wire brush and coat.

   a. Thermite welds to ductile iron and steel pipe and fittings, steel bonding plates on ductile iron and steel pipe, and steel casings shall be coated with a plastic cap filled with elastomeric material. The elastomeric cap shall extend on all four (4) sides beyond the cleaned area. Apply primer over the entire weld area and over the entire area where the elastomeric cap will be placed. Push the dome of the prefabricated cap containing elastomeric material firmly into weld area. Lift the wire away from the pipe and apply the elastomeric material completely around and underneath the wire. Push the wire back down on the pipe. Follow all manufacturer's instructions for installing prefabricated caps. For coated pipe and fittings, repair any and all external coatings that are removed or damaged during the thermite welding.

   b. Thermite welds to ductile pipe shall be coated with a minimum of 10-mils of a brush applied mastic. The mastic shall cover the entire area of the weld and the steel bonding plate. The mastic shall be allowed to completely dry before fully embedding within concrete mortar at the pipe joint. Follow all manufacturer's instructions for applying mastic coating.

5. Test each bonded joint for continuity.

6. Bronze wedges are not an acceptable method of achieving electrical continuity.

B. Wire Insulation Repair

Repair splices or damage to wire insulation by spirally wrapping (50% overlay, minimum) with two (2) coats of splicing tape and two (2) layers of vinyl electrical tape. Make wire splices with suitable sized compression connectors or mechanically secure and solder with rosin cored 50/50 solder. Splices shall be approved by engineer.

C. Test Station Installation

1. CPS to determine location of test stations based on actual site conditions and as shown on project plans.

2. Attach test wires to pipe via thermite weld connections. Cover with coating material as specified.

3. Test wires connected to foreign-owned pipelines shall be approved in writing by the operator of the pipeline. Wires to foreign-owned pipelines will be attached by pipeline owner. Coordinate this work with owner of foreign pipeline before pipe is excavated.

4. Locate flush mounted test stations to side of street, behind curb.

5. Install all flush mounted test stations in a 12-inch x 12-inch x 3-inch deep reinforced concrete pad in unpaved areas.

6. Locate post mounted test stations as dictated by field conditions and as approved by the engineer.

7. Reference Electrode Installation:

   a. Place reference electrode within pipeline trench excavation 6-inches from centerline of pipe in a vertical or horizontal position. Install reference electrode within 12-inches of foreign pipelines or as directed by engineer, between foreign and owner's pipeline.

   b. Backfill reference electrodes with native trench material. Terminate wires in test stations.

   c. Bury test and reference electrode wires a minimum of 36-inches below finished grade.

   d. Make wire connections to test station terminals with crimp-on spade lug terminals, except where solid wire is specified or terminal strips with tubular clamps are used.

8. Wire Labels:

   a. Install on conductors in boxes.

   b. Materials shall be suitable for permanent identification.

   c. Plastic, paper, or cloth markers will not be permitted.

   d. Position markers in boxes so they do not interfere with operation and maintenance.

   e. Each pipe test wire shall include pipe diameter and pipe type, reference electrode, casing, or galvanic anode, as applicable.

D. Concrete

1. Concrete shall be Class B as specified.

2. Reinforcing shall be as specified.

E. Insulated Joints

1. Install insulated joints to electrically isolated pipeline from other structures. Locate insulated joints at connections to existing metallic pipe, where cathodically protected pipe connects to pipe not intended to have cathodic protection, and where shown. Install a four (4) wire test station at each buried insulated joint as shown on the project drawings.

2. Align and install insulating joints according to manufacturer's recommendations to avoid damaging insulating materials. Torque all flange isolation kits to the manufacturer recommended torque ratings, careful not to over torque the bolts.

3. Before backfilling, the contractor shall test each insulator for electrical insulation. If the insulator is not properly isolated, the contractor shall, at his expense, repair or replace all defective components. The contractor shall test the repaired insulator. This process will continue until the insulator is tested to be properly isolated. Insulation that passes for

effective isolation during the pre-backfill test, but does not render positive isolation results during the acceptance testing must be repaired by the contractor at no additional cost to the owner. The contractor shall provide the engineer a minimum notice of one (1) week prior to the conducting the testing of the isolation.

F. Insulated Joint Testing:

1. Test each insulation joint after assembly CPS shall monitor the tests. Contractor shall replace damaged or defective insulation parts at no cost to the owner.

2. Correct defects identified during testing.

3. Provide engineer with five (5) days' notice before beginning tests.

Acceptance criteria are as follows:

a. High Frequency Isolation Tester: "Acceptable", "Satisfactory" or other similar direct meter reading, and

b. Electrical Potential: static potential difference across insulator of no less than 0.1 volt, and

c. Electrical Potential/Applied Current: a positive potential shift on the side of the insulator where current is applied, and a negative potential shift on the side of the insulator opposite of where current is applied.

3.03 GALVANIC ANODE CATHODIC PROTECTION SYSTEM

Galvanic Anode Installation

A. Install galvanic anodes at locations as shown on the project drawings.

B. Alternate anode placement on opposite sides of pipe.

C. Provide minimum anode spacing of 2-feet from other unprotected pipelines.

D. Thoroughly compact earth fill around each anode to a point 1-foot above anode. Stop backfill below grade to allow for placing of topsoil, when required.

E. Bury anode wires a minimum of 24-inches below finish grade.

3.04 FIELD TESTING

A. Provide CPS to visit site throughout installation of the basic corrosion monitoring system including, pipe joint bonds, insulating flanges and couplings, test stations, reference electrodes, and other system components. CPS shall be responsible for certifying compliance with these specifications, and for observation and testing services. Certification shall be submitted to the engineer and City for the project record.

B. The CPS shall visit the site during the installation of the galvanic anode system and shall be responsible for certifying compliance with these specifications and the design provided. Certification shall be submitted to the City and engineer as part of the project record.

C. Energizing and Testing: provide engineer with five (5) working-day notice before beginning tests. After installation of the cathodic protection system is complete, the CPS shall connect anodes to pipe in test stations, where applicable, and make sufficient tests to ensure proper installation of cathodic protection system. Upon completion of such tests, the CPS who conducted the tests shall tabulate and report the data recorded. In addition to the field data tabulations. CPS shall include in his report recommendations for system maintenance and monitoring.

D. Electrical Continuity Tests

1. Provide necessary equipment and materials and make electrical connections to pipe as required to test continuity of bonded joints.

2. Conduct continuity test on buried joints that are required to be bonded. Test electrical continuity of joint bonds after bonds are installed but before backfilling of pipe.

3. Have CPS monitor tests of bonded joints.

4. Test electrical continuity of completed joint bonds using a digital low resistance ohmmeter.

5. Digital Low Resistance Ohmmeter Method:

   a. Provide the following equipment and materials:

      1) One (1) Biddle model 247001 digital low resistance ohmmeter.

      2) One (1) set of duplex helical current and potential hand spikes, Biddle model 241001, cable length as required.

      3) One (1) calibration shunt rated at 0.001-ohms, 100-amperes, Biddle model 249004.

6. Test Procedure: measure resistance of joint bonds with low resistance ohmmeter in accordance with manufacturer's written instructions. Use helical hand spikes to contact pipe on each side of joint, without touching thermite weld or bond. Clean contact area to bright metal by filing or grinding and without surface rusting or oxidation. Record measured joint bond resistance on test form described herein. Repair damaged pipe coating.

7. Joint Bond Acceptance:

   a. Joint Bond Resistance: the maximum acceptable span resistance shall be 115% or less of the summation of the following:

      1) Number of pipe joints multiplied by the theoretical resistance of a joint bond.

2) Number of pipe segments multiplied by the resistance per pipe segment. Replace joint bonds that exceed the allowable resistance. Retest replacement joint bonds for compliance with bond resistance.

b. Repair any defective joint bonds discovered during energizing and testing. All repairs for defective joint bonds shall be completed at no cost to the owner.

1) Record Tests of Each Bonded Pipeline.

2) Description and location of pipeline tested.

3) Starting location and direction of test.

4) Date of test.

5) Joint type.

6) Measured joint bond resistance (digital low resistance ohmmeter method only).

E. Insulated Joint Testing:

1. Test each insulation joint after assembly. CPS shall monitor the tests. Contractor shall replace damaged or defective insulation parts at no cost to the owner.

2. Correct defects identified during testing.

3. Provide engineer with 5 days advance notice before beginning tests.

4. Acceptance criteria are as follows:

a. High frequency isolation tester: "Acceptable", "Satisfactory" or other similar direct meter reading, **and**

b. Electrical potential: Static potential difference across insulator of no less than 0.1 volt, **and**

c. Electrical potential/applied current: A positive potential shift on the side of the insulator where current is applied, and a negative potential shift on the side of the insulator opposite of where current is applied.

F. Test station wiring acceptance criteria shall be as follows:

1) Test wires attached to ductile iron and steel piping and/or portable copper/copper sulfate reference electrode. Adjacent test wires on piping shall also have identical potential values.

2) Test wires attached to concrete piping shall have potentials between -0.20 and -0.50 volts to a portable copper/copper sulfate reference electrode. Adjacent test wires on piping shall also have identical potential values.

3) Magnesium anode header cables shall have a potential between -1.55 and -1.65 volts to a portable copper/copper sulfate reference electrode. Both ends of the magnesium anode header cable shall also have identical potential values.

4) Permanent copper/copper sulfate reference electrodes shall have a potential between -0.05 and +0.05 volts to a portable copper/copper sulfate reference electrode.

3.05 AS-BUILT DATA

Documentation of the location, class, type, and all additional pertinent asset data shall be integrated into project as-built records submitted to owner.

3.06 CLEAN-UP

The contractor shall be responsible for clean-up and removal of all debris, extra material, and equipment utilized for installation of the corrosion control/corrosion monitoring system.

PROJECT SPECIAL PROVISIONS – UTILITIES BY OTHERS

General:

The following utility companies have facilities that will be in conflict with the construction of this project.

- DUKE ENERGY
- ELECTRICITIES
- AT&T
- CHARTER
- AMERICAN TOWER
- VERIZON/MCI
- PIEDMONT NATRUAL GAS

The conflicting facilities of these concerns will be adjusted prior to the date of availability unless otherwise noted and are therefore listed in these special provisions for the benefit of the Contractor. All utilities listed herein will be done by the utility owner. All utilities are shown on the plans from the best available information.

The Contractor's attention is directed to Article 105.8 of the Standard Specifications.
Utilities Requiring Adjustment:

A. Piedmont Natural Gas (PNG)

PNG will be relocating their underground facilities at the following locations:

-Y1 S- STA 12+00 to 20+00
-L- STA 14+00 to 16+00
-Y1 N- STA 15+00 to 22+00

See the Utility by Others plans for details.

Contact: PNG - Marcus Cuthberston at (704) 361-3316 and/or
Utility Coordinator - David Jarrett at (704) 999-1644

PROJECT SPECIAL PROVISIONS – RAILROAD

The apparent successful low bidder shall provide proof of Railroad Insurance within ten (10) days of receiving Notice to Award.

Norfolk Southern has specific requirements for working in and around the rail line. Included is a copy of the contractor right-of-entry agreement along with construction checklist that will be used for this project. Also, below is a list of all the steps the contractor must complete prior to accessing the Railroad's right-of-way. This is just for an example. A formal email with these requirements will be sent to the Town once the Town's contractor is in place.

1. A scheduling conference/preconstruction meeting has been held or scheduled
2. The insurance requirements have been satisfied (See attached documents from Norfolk Southern Risk Management. Electronic copies are now accepted and can be submitted to NSRISK3@nscorp.com & please put the project name and location in the subject line of the email)
3. Two original Construction ROE Agreements are filled out, signed, and submitted to: Mr. S. A. Overbey, 1200 Peachtree St. NE, Building Box 142, Atlanta, GA 30309
4. Authorization to proceed is issued from Mr. Scott Overbey's office
5. A Railroad flagman has been assigned or scheduled
6. A Construction Checklist is completed, signed, and returned to Mr. Scott Overbey's office

Norfolk Southern Check List for Construction

* to be completed prior to the start of any work on Norfolk Southern right-of-way

Norfolk Southern Milepost/File #: O-14.51 to O15.42 / ROW1112410

Sponsor/DOT File #: Town of Huntersville Project U-5908

Norfolk Southern Public Improvement Contact: Scott Overbey

- ☐ Has contractor reviewed and agreed to be in compliance with the latest **Special Provisions for the Protection of Railway Interests**?
- ☐ Has **Insurance** been approved by Norfolk Southern Risk Management Department? Date Approved: _____
- ☐ Has a **Pre-Construction Meeting** been scheduled with a Norfolk Southern representative? Scheduled Date: _____
- ☐ Has a **Construction Right-of-Entry** been executed by contractor and Norfolk Southern? Date Fully Executed: _____
- ☐ Has a written **Authorization to Proceed** been issued by a Norfolk Southern representative? Date Issued _____
- ☐ Has a **Flagman** been assigned? Name/Phone # _____

_____	_____	_____	_____
Signed by DOT Representative	Date	Signed by Contractor	Date

_____	_____
Signed by NS Representative	Date

CONTRACTOR WORKING ON BEHALF OF PROJECT SPONSOR
COSTS REIMBURSED BY PROJECT SPONSOR
NS FILE: ROW1112410

NORFOLK SOUTHERN
CONTRACTOR RIGHT OF ENTRY AGREEMENT

WHEREAS,_____("Principal") has requested that Norfolk Southern Railway Company ("Company") permit Principal to be on or about Company's premises and/or facilities at or in the vicinity ofCompany Milepost O-14.51 to O-15.42 Huntersville, NC (the "Premises") for the sole purpose of improvements to N. Main St. including two crossing improvements and one crossing removal_____, on behalf of_Town of Huntersville_____(the "Project Sponsor") during the period_____, 20____, to_____, 20_____(the "Right of Entry").

WHEREAS, Company is willing to grant the Right of Entry subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows.

Company hereby grants Principal the Right of Entry. The Right of Entry shall extend to Principal and to subcontractors and other entities affiliated with Principal who are specifically approved for entry by authorized representatives of Company in writing, as well as to the officers and employees of the foregoing (collectively "Licensees"). The Right of Entry shall apply to those portions of the Premises, and to such equipment, machinery, rolling stock and other personal property and fixtures belonging to Company or otherwise located on the Premises, only to the extent specifically designated and approved in writing by authorized representatives of Company (collectively, "Designated Property").

Principal agrees:

(i) that Licensees' access to the Premises shall be limited to the Designated Property and that Principal shall be liable and fully responsible for all actions of Licensees while on the Premises pursuant to the Right of Entry;

(ii) that Licensees shall (a) be subject to Company's direction when upon the Premises, and (b) be subject to Company's removal from the Premises, in Company's sole discretion, due to negligence, misconduct, unsafe actions, breach of this agreement or the failure to act respectfully, responsibly, professionally, and/or in a manner consistent with Company's desire to minimize risk and maintain its property with maximum security and minimum distractions or disruptions or for any other lawful reason;

(iii) that Licensees shall perform all work with such care, diligence and cooperation with Company personnel as to reasonably avoid accidents, damage or harm to persons or property and delays or interference with the operations of any Company's facilities and in accordance with Company's "Special Provisions for Protection of Railway Interest", attached and incorporated herein.

(iv) to give Company's officer signing this agreement, or his or her authorized representative, advance notification of the presence of Licensees on Designated Property in accordance with Company's "Special Provisions for Protection of Railway Interest";

(v) to indemnify and save harmless Company, its officers, agents and employees from and against any and all claims, demands, losses, suits, judgments, costs, expenses (including without limitation reasonable attorney's fees) and liability resulting from (a) injury to or death of any person, including without limitation the Licensees, and damage to or loss of any property, including without limitation that belonging to or in the custody of Licensees (the "Licensee Property"), arising or in any manner growing out of the presence of either the Licensees or the Licensee Property, or both, on or about the Premises, regardless of

whether negligence on the part of Company, its officers, agents or employees caused or contributed to said loss of life, personal injury or property loss or damage in whole or in part; (b) any alleged violation of any law, statute, code, ordinance or regulation of the United States or of any state, county or municipal government (including, without limitation, those relating to air, water, noise, solid waste and other forms of environmental protection, contamination or pollution or to discrimination on any basis) that results in whole or in part, directly or indirectly, from the activities of Licensees related in any way to their presence on the Premises or from any other act or omission of Licensees contributing to such violation, regardless of whether such activities, acts or omissions are intentional or negligent, and regardless of any specification by Company without actual knowledge that it might violate any such law, statute, code, ordinance or regulation; (c) any allegation that Company is an employer or joint employer of a Licensee or is liable for related employment benefits or tax withholdings; or (d) any decision by Company to bar or exclude a Licensee from the Premises pursuant to subsection (ii)(b) above;

(i) to have and keep in effect the appropriate kinds of insurance as listed in the Company's "Special Provisions for Protection of Railway Interest, with insurance companies satisfactory to Company, during the entire time Licensees or Licensee Property, or both, is on the Premises: and to provide certificates of insurance showing the foregoing coverage, as well as any endorsements or other proper documentation showing and any change or cancellations in the coverage to the Company officer signing this agreement or to his or her authorized representative;

(ii) to reimburse Company for any costs not covered under the existing project agreement between the Company and the Project Sponsor, including any material, labor, supervisory and protective costs (including flagging) and related taxes and overhead expenses required or deemed necessary by Company because of the presence of either Licensees or Licensee Property on the Premises;

(iii) to exercise special care and precautions to protect the Premises and equipment, machinery, rolling stock and other personal property and fixtures belonging to Company or otherwise located on the Premises (whether or not constituting Designated Property) and to avoid interference with Company's operations;

(iv) to not create and not allow drainage conditions which would be adverse to the Premises or any surrounding areas;

(v) to refrain from the disposal or release of any trash, waste, and hazardous, dangerous or toxic waste, materials or substances on or adjacent to the Premises and to clean up or to pay Company for the cleanup of any such released trash, waste, materials or substances; and

(vi) to restore the Premises and surrounding areas to its original condition or to a condition satisfactory to the Company officer signing this agreement or to his or her authorized representative (ordinary wear and tear to rolling stock and equipment excepted) upon termination of Licensees' presence on the Premises.

As a part of the consideration hereof, Principal further hereby agrees that Company shall mean not only Norfolk Southern Railway Company but also Norfolk Southern Corporation and any and all subsidiaries and affiliates of Norfolk Southern Railway Company or Norfolk Southern Corporation, and that all of Principal's indemnity commitments in this agreement in favor of Company also shall extend to and indemnify Norfolk Southern Corporation and any subsidiaries and affiliated companies of Norfolk Southern Railway Company or Norfolk Southern Corporation and its and/or their directors, officers, agents and employees.

It is expressly understood that the indemnification obligations set forth herein cover claims by Principal's employees, agents, independent contractors and other representatives, and Principal expressly waives any defense to or immunity from such indemnification obligations and/or any subrogation rights available under any applicable state constitutional provision, laws, rules or regulations, including, without limitation, the workers' compensation laws of any state. Specifically, (i) in the event that all or a portion of the Premises is located in the State of Ohio, the following provision shall be applicable: "Principal, with respect to the indemnification provisions contained herein, hereby expressly waives any defense or immunity granted or afforded it pursuant to Section 35, Article II of the Ohio Constitution and Section 4123.74 of the Ohio Revised Code"; and (ii) in the event that all or a portion of the Premises is located in the Commonwealth of Pennsylvania, the following provision shall be applicable: "Principal, with respect to the indemnification provisions contained herein, hereby expressly waives any defense or immunity granted or afforded it pursuant to the Pennsylvania Workers' Compensation Act, 77 P.S. 481".

This agreement shall be governed by the internal laws of the Commonwealth of Virginia, without regard to otherwise applicable principles of conflicts of laws. If any of the foregoing provisions is held for any reason to be unlawful or unenforceable, the parties intend that only the specific words found to be unlawful or unenforceable be severed and deleted from this agreement and that the balance of this agreement remain a binding enforceable agreement to the fullest extent permitted by law.

This agreement may be amended only in a writing signed by authorized representatives of the parties.

_____	NORFOLK SOUTHERN RAILWAY COMPANY
Name of Principal	
By_____	By_____
Title_____	Title _____
Date_____, 20____	Date_____, 20_____

SPECIAL PROVISIONS FOR PROTECTION OF RAILWAY INTEREST

Under the terms of these provisions, the North Carolina Department of Transportation shall hereinafter be called "Sponsor", and the Norfolk Southern Railway Company shall hereinafter be called "Railroad".

The **Norfolk Southern – Special Provisions for Protection of Railway Interests,** found as Appendix E of the Norfolk Southern Public Projects Manual**,** shall serve as the basis for the railroad provisions of this contract and are attached as part of this provision. The following additional statements are to be included as addendums to the attached provisions:

- Section 2.A.2 - should include the following contact information:

  Unless noted elsewhere in these provisions, all contact with Railroad should be addressed to

  Mr. Scott Overbey
  Public Projects Engineer
  scott.overbey@nscorp.com

- Section 7.A.3 - The following paragraph shall be added as the third paragraph

  Should such violations or unscheduled, unauthorized work by the Contractor result in full time flagging being required by the Railroad, the additional cost of such flagging above normal flagging cost shall be deducted from the final payment to the Contractor as provided in Article 109-9 of the Standard Specifications. Neither Department nor Railroad will be liable for damages resulting from unscheduled or unauthorized work.

- Section 7.C.1 - Include the following sentence at the end of the first paragraph

  The Contractor shall reimburse the Railroad for any costs of the flagging which is required for work for the benefit of the Contractor.

- Section 8.A - Include the following sentence at the end of the first paragraph

  The Contractor will be required to bear all costs incidental, including flagging, to such crossings whether services are performed by his own forces or by Railroad personnel. Written approval from the Engineer is required prior to use of the crossings.

- Section 14.A.2.d - The Project Description and Designation on the Declarations shall read:

  Construction of MAIN STREET FROM MT. HOLLY-HUNTERSVILLE ROAD SR 2004 TO RAMAH CHURCH RD SR 2439 and Huntersville Concord Road running in an easterly direction over the tracks of Norfolk Southern Railway Company to east of Hwy 115, identified for preliminary engineering as State Project STP-0115(009) (U-5908) in Mecklenburg County and in connection therewith proposes to widen the existing at-grade railroad crossing.

- Section 14.C - Insurance documents shall be submitted to the Sponsor at the following address:

NCDOT Rail Division
Engineering & Safety Branch
C/O State Railroad Agent
1556 Mail Service Center
Raleigh, NC 27699-1556

Special Provisions for Protection of Railway Interests

1. AUTHORITY OF RAILROAD ENGINEER AND SPONSOR ENGINEER:

   Norfolk Southern Railway Company, hereinafter referred to as "Railroad", and their authorized representative shall have final authority in all matters affecting the safe maintenance of railroad traffic including the adequacy of the foundations and structures supporting the railroad tracks. For Public Projects impacting the Railroad, the Railroad's Public Projects Engineer, hereinafter referred to as "Railroad Engineer", will serve as the authorized representative of the Railroad.

   The authorized representative of the Project Sponsor ("Sponsor"), hereinafter referred to as the "Sponsor's Engineer", shall have authority over all other matters as prescribed herein and in the Project Specifications.

   The Sponsor's Prime Contractor, hereinafter referred to as "Contractor" shall be responsible for completing any and all work in accordance with the terms prescribed herein and in the Project Specifications. These terms and conditions are subject to change without notice, from time to time in the sole discretion of the Railroad. Contractor must request from Railroad and follow the latest version of these provisions prior to commencing work.

2. NOTICE OF STARTING WORK:

   A. The Contractor shall not commence any work on railroad rights-of-way until he has complied with the following conditions:

      1. Signed and received a fully executed copy of the required Norfolk Southern Contractor Right of Entry Agreement.

      2. Given the Railroad written notice in electronic format to the Railroad Engineer, with copy to the Sponsor's Engineer who has been designated to be in charge of the work, at least ten days in advance of the date he proposes to begin work on Railroad rights-of-way.

      3. Obtained written approval from the Railroad of Railroad Protective Liability Insurance coverage as required by paragraph 14 herein. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.

      4. Obtained Railroad's Flagging Services as required by paragraph 7 herein.

      5. Obtained written authorization from the Railroad to begin work on Railroad's rights-of-way, such authorization to include an outline of specific conditions with which he must comply.

      6. Furnished a schedule for all work within the Railroad's rights-of-way as required by paragraph 7.B.1.

   B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's representatives who are to be

notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.

3. INTERFERENCE WITH RAILROAD OPERATIONS:

   A. The Contractor shall so arrange and conduct his work that there will be no interference with Railroad's operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad or to poles, wires, and other facilities of tenants on the rights- of-way of the Railroad. Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging service or inspection service shall be deferred by the Contractor until the flagging service or inspection service required by the Railroad is available at the job site.

   B. Whenever work within Railroad's rights-of-way is of such a nature that impediment to Railroad's operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct his operations so that such impediment is reduced to the absolute minimum.

   C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in his absence, the Railroad's Division Engineer, such provisions is insufficient, either may require or provide such provisions as he deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Sponsor.

   D. "One Call" Services do not locate buried Railroad utilities. The contractor shall contact the Railroad's representative 2 days in advance of work at those places where excavation, pile driving, or heavy loads may damage the Railroad's underground facilities. Upon request from the Contractor or Sponsor, Railroad forces will locate and paint mark or flag the Railroad's underground facilities. The Contractor shall avoid excavation or other disturbances of these facilities. If disturbance or excavation is required near a buried Railroad facility, the contractor shall coordinate with the Railroad to have the facility potholed manually with careful hand excavation. The facility shall be protected by the Contractor during the course of the disturbance under the supervision and direction of the Railroad's representative.

4. TRACK CLEARANCES:

   A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. If temporary clearances are not shown on the project plans, the following criteria shall govern the use of falsework and formwork above or adjacent to operated tracks.

      1. A minimum vertical clearance of 22'-0" above top of highest rail shall be maintained at all times.

      2. A minimum horizontal clearance of 13'-0" from centerline of tangent track or 14'-0" from centerline of curved track shall be maintained at all times. Additional horizontal clearance may be required in special cases to be safe for operating conditions. This additional clearance will be as determined by the Railroad Engineer.

3. All proposed temporary clearances which are less than those listed above must be submitted to Railroad Engineer for approval prior to construction and must also be authorized by the regulatory body of the State if less than the legally prescribed clearances.

4. The temporary clearance requirements noted above shall also apply to all other physical obstructions including, but not limited to: stockpiled materials, parked equipment, placement or driving of piles, and bracing or other construction supports.

B. Before undertaking any work within Railroad right-of-way, and before placing any obstruction over any track, the Contractor shall:

1. Notify the Railroad's representative at least 72 hours in advance of the work.

2. Receive assurance from the Railroad's representative that arrangements have been made for flagging service as may be necessary.

3. Receive permission from the Railroad's representative to proceed with the work.

4. Ascertain that the Sponsor's Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.

5. CONSTRUCTION PROCEDURES:

A. General:

1. Construction work and operations by the Contractor on Railroad property shall be:

a. Subject to the inspection and approval of the Railroad Engineer or their designated Construction Engineering Representative.

b. In accordance with the Railroad's written outline of specific conditions.

c. In accordance with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.

d. In accordance with these Special Provisions.

2. Submittal Requirements

a. The Contractor shall submit all construction related correspondence and submittals electronically to the Railroad Engineer.

b. The Contractor shall allow for 30 days for the Railroad's review and response.

c. All work in the vicinity of the Railroad's property that has the potential to affect the Railroad's train operations or disturb the Railroad's Property must be submitted and approved by the Railroad prior to work being performed.

d. All submittals and calculations must be signed and sealed by a registered engineer licensed in the state of the project work.

e. All submittals shall first be approved by the Sponsor's Engineer and the Railroad Engineer, but such approval shall not relieve the Contractor from liability.

f. For all construction projects, the following submittals, but not limited to those listed below, shall be provided for review and approval when applicable:

(1) General Means and Methods
(2) Ballast Protection
(3) Construction Excavation & Shoring
(4) Pipe, Culvert, & Tunnel Installations
(5) Demolition Procedure
(6) Erection & Hoisting Procedure
(7) Debris Shielding or Containment
(8) Blasting
(9) Formwork for the bridge deck, diaphragms, overhang brackets, and protective platforms
(10) Bent Cap Falsework. A lift plan will be required if the contractor want to move the falsework over the tracks.

g. For Undergrade Bridges (Bridges carrying the Railroad) the following submittals in addition to those listed above shall be provided for review and approval:

(1) Shop Drawings
(2) Bearing Shop Drawings and Material Certifications
(3) Concrete Mix Design
(4) Structural Steel, Rebar, and/or Strand Certifications
(5) 28 day Cylinder Test for Concrete Strength
(6) Waterproofing Material Certification
(7) Test Reports for Fracture Critical Members
(8) Foundation Construction Reports

Fabrication may not begin until the Railroad has approved the required shop drawings.

h. The Contractor shall include in all submissions a detailed narrative indicating the progression of work with the anticipated timeframe to complete each task. Work will not be permitted to commence until the Contractor has provided the Railroad with a satisfactory plan that the project will be undertaken without scheduling, performance or safety related issues. Submission shall also provide a listing of the anticipated equipment to be used, the location of all equipment to be used and insure a contingency plan of action is in place should a primary piece of equipment malfunction.

B. Ballast Protection

1. The Contractor shall submit the proposed ballast protection system detailing the specific filter fabric and anchorage system to be used during all construction activities.

2. The ballast protection is to extend 25' beyond the proposed limit of work, be installed at the start of the project and be continuously maintained to prevent all contaminants from entering the ballast section of all tracks for the entire duration of the project.

C. Excavation:

1. The subgrade of an operated track shall be maintained with edge of berm at least 10'-0" from centerline of track and not more than 24-inches below top of rail. Contractor will not be required to make existing section meet this specification if substandard, in which case existing section will be maintained.

2. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.

D. Excavation for Structures and Shoring Protection:

1. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material.

2. All plans and calculations for shoring shall be prepared, signed, and sealed by a Registered Professional Engineer licensed in the state of the proposed project, in accordance with Norfolk Southern's Overhead Grade Separation Design Criteria, subsection H.1.6.E-Construction Excavation (Refer to Norfolk Southern Public Projects Manual Appendix H). The Registered Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions.

3. The Contractor shall provide a detailed installation and removal plan of the shoring components. Any component that will be installed via the use of a crane or any other lifting device shall be subject to the guidelines outlined in section 5.G of these provisions.

4. The Contractor shall be required to survey the track(s) and Railroad embankment and provide a cross section of the proposed excavation in relation to the tracks.

5. Calculations for the proposed shoring should include deflection calculations. The maximum deflection for excavations within 18'-0" of the centerline of the nearest track shall be 3/8". For all other cases, the max deflection shall not exceed ½".

6. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.

7. The front face of shoring located to the closest NS track for all shoring set-ups located in Zone 2 as shown on NS Typical Drawing No. 4 – Shoring Requirements (Appendix I) shall remain in place and be cut off 2'-0" below the final ground elevation. The remaining shoring in Zone 2 and all shoring in Zone 1 may be removed and all voids must be backfilled with flowable fill.

E. Pipe, Culvert, & Tunnel Installations

1. Pipe, Culvert, & Tunnel Installations shall be in accordance with the appropriate Norfolk Southern Design Specification as noted below:

    a. For Open Cut Method refer to Norfolk Southern Public Projects Manual Appendix H.4.6.
    b. For Jack and Bore Method refer to Norfolk Southern Public Projects Manual Appendix H.4.7.
    c. For Tunneling Method refer to Norfolk Southern Public Projects Manual Appendix H.4.8.

2. The installation methods provided are for pipes carrying storm water or open flow run-off. All other closed pipeline systems shall be installed in accordance Norfolk Southern's Pipe and Wire Program and the NSCE-8

F. Demolition Procedures

1. General

    a. Demolition plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.

    b. Railroad tracks and other Railroad property must be protected from damage during the procedure.

    c. A pre-demolition meeting shall be conducted with the Sponsor, the Railroad Engineer or their representative, and the key Contractor's personnel prior to the start of the demolition procedure.

    d. The Railroad Engineer or his designated representative must be present at the site during the entire demolition procedure period.

    e. Existing, obsolete, bridge piers shall be removed to a sufficient depth below grade to enable restoration of the existing/proposed track ditch, but in no case less than 2'-0" below final grade.

2. Submittal Requirements

    a. In addition to the submittal requirements outlined in Section 5.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:

        (1) A plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or disposal locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.

(2) Rating sheets showing cranes or lifting devices to be adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.

(3) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing structure showing complete and sufficient details with supporting data for the demolition the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.

(4) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the beam. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.

(5) A complete demolition procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.

(6) Design and supporting calculations for the temporary support of components, including but not limited to the stability of the superstructure during the temporary condition, temporary girder tie-downs and falsework.

3. Overhead Demolition Debris Shield

a. The demolition debris shield shall be installed prior to the demolition of the bridge deck or other relevant portions of the superstructure over the track area to catch all falling debris.

b. The demolition debris shield shall provide a minimum vertical clearance as specified in Section 4.A.1 of these provisions or maintain the existing vertical clearance if the existing clearance is less than that specified in Section 4.A.1.

c. The Contractor shall include the demolition debris shield installation/removal means and methods as part of the proposed Demolition procedure submission.

d. The Contractor shall submit the demolition debris shield design and supporting calculations for approval by the Railroad Engineer.

e. The demolition debris shield shall have a minimum design load of 50 pounds per square foot plus the weight of the equipment, debris, personnel, and other loads to be carried.

f. The Contractor shall include the proposed bridge deck removal procedure in its demolition means and methods and shall verify that the size and quantity of the demolition debris generated by the procedure does not exceed the shield design loads.

g. The Contractor shall clean the demolition debris shield daily or more frequently as dictated either by the approved design parameters or as directed by the Railroad Engineer.

4. Vertical Demolition Debris Shield

a. A vertical demolition debris shield may be required for substructure removals in close proximity to the Railroad's track and other facilities, as determined by the Railroad Engineer.

G. Erection & Hoisting Procedures

1. General

a. Erection plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.

b. Railroad tracks and other Railroad property must be protected from damage during the erection procedure.

c. A pre-erection meeting shall be conducted with the Sponsor, the Railroad Engineer or their representative, and the key Contractor's personnel prior to the start of the erection procedure.

d. The Railroad Engineer or his designated representative must be present at the site during the entire erection procedure period.

e. For field splices located over Railroad property, a minimum of 50% of the holes for each connection shall be filled with bolts or pins prior to releasing the crane. A minimum of 50% of the holes filled shall be filled with bolts. All bolts must be appropriately tightened. Any changes to previously approved field splice locations must be submitted to the Railroad for review and approval. Refer to Norfolk Southern's Overhead Grade Separation Design Criteria for additional splice details (Norfolk Southern Public Projects Manual Appendix H.1, Section 4.A.3.).

2. Submittal Requirements

a. In addition the submittal requirements outlined in Section 5.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:

(1) As-built beam seat elevations - All as-built bridge seats and top of rail elevations shall be furnished to the Railroad Engineer for review and verification at least 30 days in advance of the erection, to ensure that minimum vertical clearances as approved in the plans will be achieved.

(2) A plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or staging locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.

(3) Rating sheets showing cranes or lifting devices to be adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.

(4) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the proposed structure showing complete and sufficient details with supporting data for the erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.

(5) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the beam. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.

(6) A complete erection procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.

(7) Design and supporting calculations for the temporary support of components, including but not limited to temporary girder tie-downs and falsework.

H. Blasting:

1. The Contractor shall obtain advance approval of the Railroad Engineer and the Sponsor Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:

    a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.

    b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way radios.

    c. No blasting shall be done without the presence of the Railroad Engineer or his authorized representative. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed (see paragraph 2.B) will be required to arrange for the presence of an authorized Railroad representative and such flagging as the Railroad may require.

    d. Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting at his expense any track misalignment or other damage to Railroad property resulting from the blasting as directed by the Railway's authorized representative. If his actions result in delay of trains, the Contractor shall bear the entire cost thereof.

    e. The blasting Contractor shall have a copy of the approved blasting plan on hand while on the site.

    f. Explosive materials or loaded holes shall not be left unattended at the blast site.

    g. A seismograph shall be placed on the track shoulder adjacent to each blast which will govern the peak particle velocity of two inches per second. Measurement shall also be taken on the ground adjacent to structures as designated by a qualified and independent blasting consultant. The Railroad reserves the option to direct the placement of additional seismographs at structures or other locations of concern, without regard to scaled distance.

    h. After each blast, the blasting Contractor shall provide a copy of their drill log and blast report, which includes number of holes, depth of holes, number of decks, type and pounds of explosives used per deck.

    i. The Railroad may require top of rail elevations and track centers taken before, during and after the blasting and excavation operation to check for any track misalignment resulting from the Contractor's activities.

2. The Railroad representative will:

    a. Determine approximate location of trains and advise the Contractor the appropriate amount of time available for the blasting operation and clean up.

    b. Have the authority to order discontinuance of blasting if, in his opinion, blasting is too hazardous or is not in accord with these special provisions.

3. The Contractor must hire, at no expense to the Railroad, a qualified and independent blasting consultant to oversee the use of explosives. The blasting consultant will:

    a. Review the Contractor's proposed drilling and loading patterns, and with the blasting consultant's personnel and instruments, monitor the blasting operations.

    b. Confirm that the minimum amounts of explosives are used to remove the rock.

    c. Be empowered to intercede if he concludes that the Contractor's blasting operations are endangering the Railway.

    d. Submit a letter acknowledging that he has been engaged to oversee the entire blasting operation and that he approves of the blasting plan.

    e. Furnish copies of all vibration readings to the Railroad representative immediately after each blast. The representative will sign and date the seismograph tapes after each shot to verify the readings are for that specific shot.

    f. Advise the Railroad representative as to the safety of the operation and notify him of any modifications to the blasting operation as the work progresses.

4. The request for permission to use explosives on the Railroad's Right-of-Way shall include a blasting proposal providing the following details:

    a. A drawing which shows the proposed blasting area, location of nearest hole and distance to Railway structures, all with reference to the centerline of track.

    b. Hole diameter.

    c. Hole spacing and pattern.

    d. Maximum depth of hole.

    e. Maximum number of decks per hole.

    f. Maximum pounds of explosives per hole.

    g. Maximum pounds of explosives per delay.

    h. Maximum number of holes per detonation.

i. Type of detonator and explosives to be used. (Electronic detonating devices will not be permitted). Diameter of explosives if different from hole diameter.

j. Approximate dates and time of day when the explosives are to be detonated.

k. Type of flyrock protection.

l. Type and patterns of audible warning and all clear signals to be used before and after each blast.

m. A copy of the blasting license and qualifications of the person directly in charge of the blasting operation, including their name, address and telephone number.

n. A copy of the Authority's permit granting permission to blast on the site.

o. A letter from the blasting consultant acknowledging that he has been engaged to oversee the entire blasting operation and that he approves of the blasting plan.

p. In addition to the insurance requirements outlined in Paragraph 14 of these Provisions, A certificate of insurance from the Contractor's insurer stating the amount of coverage for XCU (Explosive Collapse and Underground Hazard) insurance and that XCU Insurance is in force for this project.

q. A copy of the borings and Geotechnical information or report.

I. Track Monitoring

1. At the direction of the Railroad Engineer, any activity that has the potential to disturb the Railroad track structure may require the Contractor to submit a detailed track monitoring program for approval by the Railroad Engineer.

2. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. Railroad reserves the right to modify the survey locations and monitoring frequency as necessary during the project.

3. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Railroad Engineer for analysis.

4. If any movement has occurred as determined by the Railroad Engineer, the Railroad will be immediately notified. Railroad, at its sole discretion, shall have the right to immediately require all Contractor operations to be ceased and determine what corrective action is required. Any corrective action required by the Railroad or performed by the Railroad including the monitoring of corrective action of the Contractor will be at project expense.

J. Maintenance of Railroad Facilities:

1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from his operations and provide and maintain any erosion control measures as required. The Contractor will promptly

repair eroded areas within Railroad rights-of-way and repair any other damage to the property of the Railroad or its tenants.

2. If, in the course of construction, it may be necessary to block a ditch, pipe or other drainage facility, temporary pipes, ditches or other drainage facilities shall be installed to maintain adequate drainage, as approved by the Railroad Engineer. Upon completion of the work, the temporary facilities shall be removed and the permanent facilities restored.

3. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

K. Storage of Materials and Equipment:

1. Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.

2. All grading or construction machinery that is left parked near the track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

L. Cleanup:

1. Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights-of-way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said rights-of-way in a neat condition satisfactory to the Railroad Engineer or his authorized representative.

6. DAMAGES:

A. The Contractor shall assume all liability for any and all damages to his work, employees, servants, equipment and materials caused by Railroad traffic.

B. Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.

7. FLAGGING SERVICES:

A. Requirements:

1. Flagging services will not be provided until the Contractor's insurance has been reviewed & approved by the Railroad.

2. Under the terms of the agreement between the Sponsor and the Railroad, the Railroad has sole authority to determine the need for flagging required to protect its operations. In general, the requirements of such services will be whenever the Contractor's personnel or equipment are or are likely to be, working on the Railroad's right-of-way, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a Railroad structure or the Railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging.

3. Normally, the Railroad will assign one flagman to a project; but in some cases, more than one may be necessary, such as yard limits where three (3) flagmen may be required. However, if the Contractor works within distances that violate instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, a flagman or flagmen may be requiredfull time until the project has been completed.

4. For Projects exceeding 30 days of construction, Contractor shall provide the flagmen a small work area with a desk/counter and chair within the field/site trailer, including the use of bathroom facilities, where the flagman can check in/out with the Project, as well as to the flagman's home terminal. The work area should provide access to two (2) electrical outlets for recharging radio(s), and a laptop computer; and have the ability to print off needed documentation and orders as needed at the field/site trailer. This should aid in maximizing the flagman's time and efficiency on the Project.

B. Scheduling and Notification:

1. The Contractor's work requiring Railroad flagging should be scheduled to limit the presence of a flagman at the site to a maximum of 50 hours per week. The Contractor shall receive Railroad approval of work schedules requiring a flagman's presence in excess of 40 hours per week.

2. Not later than the time that approval is initially requested to begin work on Railroad right-of-way, Contractor shall furnish to the Railroad and the Sponsor a schedule for all work required to complete the portion of the project within Railroad right-of-way and arrange for a job site meeting between the Contractor, the Sponsor, and the Railroad's authorized representative. Flagman or Flagmen may not be provided until the job site meeting has been conducted and the Contractor's work scheduled.

3. The Contractor will be required to give the Railroad representative at least 10 working days of advance written notice of intent to begin work within Railroad right-of-way in accordance with this special provision. Once begun, when such work is then suspended at any time, or for any reason, the Contractor will be required to give the Railroad representative at least 3 working days of advance notice before resuming work on Railroad right-of-way. Such notices shall include sufficient details of the proposed work to enable the Railroad representative to determine if flagging will be required. If such notice is in writing, the Contractor shall furnish the Engineer a copy; if notice is given verbally, it shall be confirmed in writing with copy to the Engineer. If flagging is required, no work shall be undertaken until the flagman, or flagmen are present at the job site. It may take up to 30 days to obtain flagging initially from the Railroad. When flagging begins, the flagman is usually assigned by the Railroad to work at the project site on a continual basis until no longer

needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 30 days to again obtain from the Railroad. Due to Railroad labor agreements, it is necessary to give 5 working days notice before flagging service may be discontinued and responsibility for payment stopped.

4. If, after the flagman is assigned to the project site, an emergency arises that requires the flagman's presence elsewhere, then the Contractor shall delay work on Railroad right-of-way until such time as the flagman is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the Sponsor or Railroad.

C. Payment:

1. The Sponsor will be responsible for paying the Railroad directly for any and all costs of flagging which may be required to accomplish the construction.

2. The estimated cost of flagging is the current rate per day based on a 10-hour work day. This cost includes the base pay for the flagman, overhead, and includes a per diem charge for travel expenses, meals and lodging. The charge to the Sponsor by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required.

3. Work by a flagman in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1 and 1/2 times the appropriate rate. Work by a flagman in excess of 12 hours per day will result in overtime at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 and 1/2 times the normal rate.

4. Railroad work involved in preparing and handling bills will also be charged to the Sponsor. Charges to the Sponsor by the Railroad shall be in accordance with applicable provisions of Subchapter B, Part 140, Subpart I and Subchapter G, Part 646, Subpart B of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments. Flagging costs are subject to change. The above estimates of flagging costs are provided for information only and are not binding in any way.

D. Verification:

1. Railroad's flagman will electronically enter flagging time via Railroad's electronic billing system. Any complaints concerning flagging must be resolved in a timely manner. If the need for flagging is questioned, please contact the Railroad Engineer. All verbal complaints will be confirmed in writing by the Contractor within 5 working days with a copy to the Sponsor's Engineer. Address all written correspondence electronically to Railroad Engineer.

2. The Railroad flagman assigned to the project will be responsible for notifying the Sponsor Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that he performs such services for each separate period that services are provided. The Sponsor's Engineer will document such notification in the project records. When requested, the Sponsor's Engineer will also sign the flagman's diary showing daily time spent and activity at the project site.

8. HAUL ACROSS RAILROAD TRACK:

   A. Where the plans show or imply that materials of any nature must be hauled across Railroad's track, unless the plans clearly show that the Sponsor has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad's track. The Contractor or Sponsor will be required to bear all costs incidental to such crossings whether services are performed by his own forces or by Railroad personnel.

   B. No crossing may be established for use of the Contractor for transporting materials or equipment across the tracks of the Railroad unless specific authority for its installation, maintenance, necessary watching and flagging thereof and removal, until a temporary private crossing agreement has been executed between the Contractor and Railroad. The approval process for an agreement normally takes 90 days.

9. WORK FOR THE BENEFIT OF THE CONTRACTOR:

   A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the Sponsor and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Sponsor and/or the Railroad.

   B. Should the Contractor desire any changes in addition to the above, then he shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

10. COOPERATION AND DELAYS:

   A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging his schedule he shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.

   B. No charge or claim of the Contractor against either the Sponsor or the Railroad will be allowed for hindrance or delay on account of railroad traffic; any work done by the Railroad or other delay incident to or necessary for safe maintenance of railroad traffic or for any delays due to compliance with these special provisions.

11. TRAINMAN'S WALKWAYS:

   A. Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railroad's protective service is provided shall be removed before the close of each work day. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track, shall be placed and must conform to AREMA and/or FRA standards.

12. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHT-OF-WAY:

   A. The Contractor and/or the Sponsor's personnel authorized to perform work on Railroad's property as specified in Section 2 above are not required to complete Norfolk Southern Roadway

Worker Protection Training; However the Contractor and the Sponsor's personnel must be familiar with Norfolk Southern's standard operating rules and guidelines, should conduct themselves accordingly, and may be removed from the property for failure to follow these guidelines.

B. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Wearing of safety boots is strongly recommended. In the vicinity of at-grade crossings, it is strongly recommended that reflective vests be worn.

C. No one is allowed within 25' of the centerline of track without specific authorization from the flagman.

D. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.

E. No one is allowed to cross tracks without specific authorization from the flagman.

F. All welders and cutting torches working within 25' of track must stop when train is passing.

G. No steel tape or chain will be allowed to cross or touch rails without permission from the Railroad.

13. GUIDELINES FOR EQUIPMENT ON RAILROAD RIGHT-OF-WAY:

A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from Railroad official andflagman.

B. No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.

C. All employees will stay with their machines when crane or boom equipment is pointed toward track.

D. All cranes and boom equipment under load will stop work while train is passing (including pile driving).

E. Swinging loads must be secured to prevent movement while train is passing.

F. No loads will be suspended above a moving train.

G. No equipment will be allowed within 25' of centerline of track without specific authorization of the flagman.

H. Trucks, tractors or any equipment will not touch ballast line without specific permission from Railroad official and flagman. Orange construction fencing may be required as directed.

I. No equipment or load movement within 25' or above a standing train or Railroad equipment without specific authorization of the flagman.

J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the flagman if the flagman views the operation to be dangerous to the passing train.

K. All equipment, loads and cables are prohibited from touching rails.

L. While clearing and grubbing, no vegetation will be removed from Railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.

M. No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.

N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.

O. All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.

P. Prior to performing any crane operations, the Contractor shall establish a single point of contact for the Railroad flagman to remain in communication with at all times. Person must also be in direct contact with the individual(s) directing the crane operation(s).

14. INSURANCE:

A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to carry insurance of the following kinds and amounts:

1. a. Commercial General Liability Insurance having a combined single limit of not less than $2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, shall be endorsed to name Railroad specified in item A.2.c. below both as the certificate holder and as an additional insured, and shall include a severability of interests provision.

b. Automobile Liability Insurance with a combined single limit of not less than $1,000,000 each occurrence for injury to or death of persons and damage to or loss or destruction of property. Said policy or policies shall be endorsed to name Railroad specified in item A.2.c. below both as the certificate holder and as an additional insured and shall include a severability of interests provision.

2. Railroad Protective Liability Insurance having a combined single limit of not less than $2,000,000 each occurrence and $6,000,000 in the aggregate applying separately to each annual period. If the project involves track over which passenger trains operate, the insurance limits required are not less than a combined single limit of $5,000,000 each occurrence and $10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

The standards for the Railroad Protective Liability Insurance are as follows:

a. The insurer must be rated A- or better by A.M. Best Company, Inc. **NOTE: NS does not accept from insurers Chartis (AIG or Affiliated Company including Lexington Insurance Company), Hudson Group or Liberty or Affiliated Company, American Contractors Insurance Company and Erie Insurance Company including Erie Insurance Exchange and Erie Indemnity Company.**

b. The policy must be written using one of the following combinations of Insurance Services Office ("ISO") Railroad Protective Liability Insurance Form Numbers:
   (1) CG 00 35 01 96 and CG 28 31 10 93; or
   (2) CG 00 35 07 98 and CG 28 31 07 98; or
   (3) CG 00 35 10 01; or
   (4) CG 00 35 12 04; or
   (5) CG 00 35 12 07; or
   (6) CG 00 35 04 13.

c. The named insured shall read:

   Norfolk Southern Corporation and its subsidiaries
   Three Commercial Place
   Norfolk, Virginia 23510-2191
   Attn: Risk Manager

   (NOTE: Railroad does not share coverage on RRPL with any other entity on this policy)

d. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Sponsor project and contract identification numbers.

e. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number. **NOTE: Do not include any references to milepost, valuation station, or mile marker on the insurance policy.**

f. The name and address of the prime Contractor must appear on the Declarations.

g. The name and address of the Sponsor must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."

h. Endorsements/forms that rea **required** are:

   (1) Physical Damage to Property Amendment
   (2) Terrorism Risk Insurance Act (TRIA) coverage must be included

i. Other endorsements/forms that will be accepted are:

(1) Broad Form Nuclear Exclusion – Form IL 00 21
(2) 30-day Advance Notice of Non-renewal or cancellation
(3) Required State Cancellation Endorsement
(4) Quick Reference or Index Form CL/IL 240

j. Endorsements/forms that are NOT acceptable are:
(1) Any Pollution Exclusion Endorsement except CG 28 31
(2) Any Punitive or Exemplary Damages Exclusion
(3) Known injury or Damage Exclusion form CG 00 59
(4) Any Common Policy Conditions form
(5) An Endorsement that limits or excludes Professional Liability coverage
(6) A Non-Cumulation of Liability or Pyramiding of Limits Endorsement
(7) An Endorsement that excludes TRIA coverage
(8) A Sole Agent Endorsement
(9) Any type of deductible endorsement or amendment
(10) Any other endorsement/form not specifically authorized in item no. 2.h above.

B. If any part of the work is sublet, similar insurance, and evidence thereof as specified in A.1 above, shall be provided by or on behalf of the subcontractor to cover its operations on Railroad's right of way.

C. All insurance required under the preceding subsection A shall be underwritten by insurers and be of such form and content, as may be acceptable to the Company. Prior to entry on Railroad right-of-way, the original Railroad Protective Liability Insurance Policy shall be submitted by the Prime Contractor to the Department at the address below for its review and transmittal to the Railroad. In addition, certificates of insurance evidencing the Prime Contractor's and any subcontractors' Commercial General Liability Insurance shall be issued to the Railroad and the Department at the addresses below, and forwarded to the Department for its review and transmittal to the Railroad. The certificates of insurance shall state that the insurance coverage will not be suspended, voided, canceled, or reduced in coverage or limits without (30) days advance written notice to Railroad and the Department. No work will be permitted by Railroad on its right-of-way until it has reviewed and approved the evidence of insurance required herein.

SPONSOR:	RAILROAD: Risk Management Norfolk Southern Railway Company Three Commercial Place Norfolk, Virginia 23510-2191

D. The insurance required herein shall in no way serve to limit the liability of Sponsor or its Contractors under the terms of this agreement.

E. Insurance Submission Procedures

1. Railroad will only accept initial insurance submissions via US Mail or Overnight carrier to the address noted in C above. Railroad will NOT accept initial insurance submissions via email or faxes. **Please provide point of contact information with the submission including a phone number and email address.**

2. Railroad requires the following two (2) forms of insurance in the initial insurance submission to be submitted under a cover letter providing details of the project and contact information:

    a. The full original or certified true countersigned copy of the railroad protective liability insurance policy in its entirely inclusive of all declarations, schedule of forms and endorsements along with the policy forms and endorsements.

    b. The Contractor's commercial general, automobile, and workers' compensation liability insurance certificate of liability insurance evidencing a combined single limit of a minimum of $2M per occurrence of general and $1M per occurrence of automobile liability insurance naming Norfolk Southern Railway Company, Three Commercial Place, Norfolk, VA 23510 as the certificate holder and as an additional insured on both the general and automobile liability insurance policy.

3. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.

15. FAILURE TO COMPLY:

    A. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:

        1. The Railroad Engineer may require that the Contractor vacate Railroad property.

        2. The Sponsor's Engineer may withhold all monies due the Contractor on monthly statements.

    B. Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Sponsor's Engineer.

16. PAYMENT FOR COST OF COMPLIANCE:

    A. No separate payment will be made for any extra cost incurred on account of compliance with these special provisions. All such costs shall be included in prices bid for other items of the work as specified in the payment items.

17. PROJECT INFORMATION

A.	Date:	February 5, 2020
B.	NS File No.:	ROW1112410
C.	NSI File:	20-13207-13
D.	NS Milepost:	O-14.51 to O-15.42
E.	Sponsor's Project No.:	U-5908

PERMITS

ROY COOPER
Governor
MICHAEL S. REGAN
Secretary
S. DANIEL SMITH
Director

NORTH CAROLINA
Environmental Quality

August 29, 2019

LETTER OF APPROVAL

Town of Huntersville
Attention: Anthony Roberts
Post Office Box 664
Huntersville, North Carolina 28070

RE: Project Name: U-5908 Huntersville Main Street
Acres Approved: 28.0
Project ID: MECKL-2020-015
County: Mecklenburg
City: Huntersville
Address: Main Street
River Basin: Catawba
Stream Classification: Other
Submitted By: Town of Huntersville
Date Received by LQS: August 6, 2019
Plan Type: New

Dear Mr. Roberts:

This office has reviewed the subject erosion and sedimentation control plan. We find the plan to be acceptable and hereby issue this Letter of Approval. The enclosed Certificate of Approval must be posted at the job site. This plan approval shall expire three (3) years following the date of approval, if no land-disturbing activity has been undertaken, as is required by Title 15A NCAC 4B .0129.

As of March 1, 2019, all new construction activities are required to complete and submit an electronic Notice of Intent (NOI) form requesting a Certificate of Coverage (COC) under the NCG010000 Construction Stormwater General Permit. This form MUST be submitted prior to the commencement of any land disturbing activity on the above named project. The NOI form may be accessed at deq.nc.gov/NCG01. Please direct questions about the NOI form to Annette Lucas at Annette.lucas@ncdenr.gov or Paul Clark at Paul.clark@ncdenr.gov. After you submit a complete and correct NOI Form, a COC will be emailed to you within three business days. Initially, DEMLR will not charge a fee for coverage under the NCG01 permit. However, on or after May 1, 2019, a $100 fee will be charged annually. This fee is to be sent to the DEMLR Stormwater Central Office in Raleigh.

North Carolina Department of Environmental Quality | Division of Energy, Mineral and Land Resources
Mooresville Regional Office | 610 East Center Avenue, Suite 301 | Mooresville, North Carolina 28115
704.663.1699

Title 15A NCAC 4B .0118(a) and the NCG01 permit require that the following documentation be kept on file at the job site:

1. The approved E&SC plan as well as any approved deviation.

2. The NCG01 permit and the COC, once it is received.

3. Records of inspections made during the previous 30 days.

Also, this letter gives the notice required by G.S. 113A-61.1(a) of our right of periodic inspection to insure compliance with the approved plan.

North Carolina's Sedimentation Pollution Control Act is performance-oriented, requiring protection of existing natural resources and adjoining properties. If, following the commencement of this project, the erosion and sedimentation control plan is inadequate to meet the requirements of the Sedimentation Pollution Control Act of 1973 (North Carolina General Statute 113A-51 through 66), this office may require revisions to the plan and implementation of the revisions to insure compliance with the Act.

Acceptance and approval of this plan is conditioned upon your compliance with Federal and State water quality laws, regulations, and rules. In addition, local city or county ordinances or rules may also apply to this land-disturbing activity. This approval does not supersede any other permit or approval.

Please note that this approval is based in part on the accuracy of the information provided in the Financial Responsibility Form, which you provided. You are requested to file an amended form if there is any change in the information included on the form. In addition, it would be helpful if you notify this office of the proposed starting date for this project. Please notify us if you plan to have a preconstruction conference.

Your cooperation is appreciated.

Sincerely,

James Moore
Assistant Regional Engineer
Land Quality Section

Enclosures: Certificate of Approval
NCG01 Fact Sheet

em: Robert.Green2@wsp.com

cc: Inspection Department

CERTIFICATE OF PLAN APPROVAL

The posting of this certificate certifies that an erosion and sedimentation control plan has been approved for this project by the North Carolina Department of Environment and Natural Resources in accordance with North Carolina General Statute 113A - 57 (4) and 113A - 54 (d) (4) and North Carolina Administrative Code, Title 15A, Chapter 4B.0107 (c). This certificate must be posted at the primary entrance of the job site before construction begins and until establishment of permanent groundcover as required by North Carolina Administrative Code, Title 15A, Chapter 4B.0127 (b).

Mecklenburg Co. - U- 5908 Huntersville Main Street

Project Name and Location

MECKL- 2020-015

August 29, 2019

Date of Plan Approval

NCDENR

James Moore

Asst. **Regional Engineer**

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

CONTRACT:	NAME OF BIDDER:
U-5908	Blythe Construction, Inc.

The undersigned intends to perform work in connection with the above contract upon execution of the bid and subsequent award of contract by the Board of Transportation as:

Name of MBE/WBE/DBE Subcontractor RRC Concrete, Inc.

Address 3549 N. Sharon Amity Rd, Site 300

City Charlotte State NC Zip 28205

Please check all that apply:

Minority Business Enterprise (MBE) ____

Women Business Enterprise (WBE) ____

Disadvantaged Business Enterprise (DBE) ✓

The MBE /WBE /DBE status of the above named subcontractor is certified by the North Carolina Department of Transportation. The above named subcontractor is prepared to perform the described work listed on the attached MBE/WBE/DBE Commitment Items sheet, in connection with the above contract upon execution of the bid and subsequent award of contract by the Board of Transportation. The above named subcontractor is prepared to perform the described work at the estimated Commitment Total for Subcontractor Price identified on the MBE/WBE/DBE Commitment Items sheet and amount indicated below.

Commitment Total based on estimated Unit Prices and Quantities on the "attached" MBE/WBE/DBE Commitment Items sheet. Amount $ 1,011,510.00

The above named bidder and subcontractor mutually accepts the Commitment Total estimated for the Unit Prices and Quantities. This commitment total is based on estimated quantities only and most likely will vary up or down as the project is completed. Final compensation will be based on actual quantities of work performed and accepted during the pursuance of work. The above listed amount represents the entire dollar amount quoted based on these estimated quantities. No conversations, verbal agreements, and/or other forms of non-written representations shall serve to add, delete, or modify the terms as stated.

This document shall not serve in any manner as an actual subcontract between the two parties. A separate subcontractor agreement will describe in detail the contractual obligations of the bidder and the MBE/WBE/DBE subcontractor.

Affirmation

The above named MBE/ WBE/ DBE subcontractor affirms that it will perform the portion(s) of the contract for the estimated dollar value as stated above.

RRC Concrete, Inc.	Blythe Construction, Inc.
Name of MBE/ WBE/ DBE Subcontractor	Name of Bidder
Project Manager	Chief Estimator
Signature / Title	Signature / Title
3/29/21	3/29/2021
Date	Date

Contract No. _____ Rev. 7-25-17
County _____

STATE OF NORTH CAROLINA
TOWN OF HUNTERSVILLE
RALEIGH, NC

BID BOND

Principal: _____
Name of Principal Contractor

Surety: _____
Name of Surety

Contract Number: _____ County: _____

Date of Bid: _____

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the **TOWN OF HUNTERSVILLE** in the full and just sum of five (5) percent of the total amount bid by the Principal for the project stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE, the condition of this obligation is: the Principal shall not withdraw its bid within sixty (60) days after the opening of the bids, or within such other time period as may be provided in the proposal, and if the **TOWN OF HUNTERSVILLE** shall award a contract to the Principal, the Principal shall, within ten (10) calendar days after written notice of award is received by him, provide bonds with good and sufficient surety, as required for the faithful performance of the contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work. In the event the Principal requests permission to withdraw his bid due to mistake in accordance with the provisions of Article 103-3 of the *Standard Specifications for Roads and Structures*, the conditions and obligations of this Bid Bond shall remain in full force and effect until the **TOWN OF HUNTERSVILLE** makes a final determination to either allow the bid to be withdrawn or to proceed with award of the contract. In the event a determination is made to award the contract, the Principal shall have ten (10) calendar days to comply with the requirements set forth above. In the event the Principal withdraws its bid after bids are opened except as provided in Article 103-3, or after award of the contract has been made fails to execute such additional documents as may be required and to provide the required bonds within the time period specified above, then the amount of the bid bond shall be immediately paid to the **TOWN OF HUNTERSVILLE** as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

This the _____ day of _____, 20 _____

_____
Surety

By _____
General Agent or Attorney-in-Fact Signature

Seal of Surety

_____
Print or type Signer's Name

Contract No. _____ Rev. 7-25-17
County _____

BID BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

_____
Full name of Corporation

_____
Address as prequalified

By _____
Signature of **President**, **Vice President**, **Assistant Vice President**
Select appropriate title

_____
Print or type Signer's name

Affix Corporate Seal

Attest _____
Signature of **Secretary**, **Assistant Secretary**
Select appropriate title

_____
Print or type Signer's name

Contract No. _____ Rev. 7-25-17
County _____

BID BOND

LIMITED LIABILITY COMPANY

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor _____
Full name of Firm

_____
Address as prequalified

Signature of Member/ Manager/Authorized Agent _____
Individually

_____
Print or type Signer's name

Contract No. _____ Rev. 7-25-17
County _____

BID BOND

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor _____
Individual Name

Trading and doing business as _____
Full name of Firm

_____
Address as prequalified

Signature of Contractor _____
Individually

_____
Print or type Signer's name

_____
Signature of Witness

_____
Print or type Signer's name

Contract No. _____ Rev. 7-25-17
County _____

BID BOND

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor _____
Print or type Individual Name

_____
Address as prequalified

Signature of Contractor _____
Individually

_____
Print or type Signer's name

_____
Signature of Witness

_____
Print or type Signer's name

Contract No. _____ Rev. 7-25-17
County _____

BID BOND

PARTNERSHIP

SIGNATURE OF CONTRACTOR (Principal)

_____
Full name of Partnership

_____
Address as prequalified

By _____
Signature of Partner

_____
Print or type Signer's name

_____
Signature of Witness

_____
Print or type Signer's name

Rev. 7-25-17

Contract No. _____
County _____

BID BOND
JOINT VENTURE (2 or 3)
SIGNATURE OF CONTRACTORS (Principal)

Instructions to Bidders: **2 Joint Ventures**, Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3), (4) and execute. Line (1), print or type the name of Joint Venture. On line (2), print or type the name of one of the joint venturers and execute below in the appropriate manner required by Article 102-8 of the *Specifications*. On Line (3), print or type the name of second joint venturer and execute below in the appropriate manner required by said article of the Specifications. On Line (4), print or type the name of the third joint venturer, if applicable and execute below in the appropriate manner required by said article of the Specifications. This form of execution must be strictly followed.

(1) _____
Name of Joint Venture

(2) _____
Name of Contractor

_____
Address as prequalified

_____	By	_____
Signature of Witness or Attest		Signature of Contractor
_____		_____
Print or type Signer's name		Print or type Signer's name

If Corporation, affix Corporate Seal

and

(3) _____
Name of Contractor

_____
Address as prequalified

_____	By	_____
Signature of Witness or Attest		Signature of Contractor
_____		_____
Print or type Signer's name		Print or type Signer's name

If Corporation, affix Corporate Seal

and

(4) _____
Name of Contractor *(for 3 Joint Venture only)*

_____
Address as prequalified

_____	By	_____
Signature of Witness or Attest		Signature of Contractor
_____		_____
Print or type Signer's name		Print or type Signer's name

Bond No. 016231711

If Corporation, affix Corporate Seal
Contract No. U-5908
County Mecklenburg

Rev. 11-1-12

TOWN OF HUNTERSVILLE

CONTRACT PAYMENT BOND

Date of Payment Bond Execution	March 30, 2021
Name of Principal Contractor	Blythe Construction Inc.
Name of Surety:	Liberty Mutual Insurance Company
Name of Contracting Body:	Town of Huntersville
	11836 Verhoff Drive, Huntersville, NC 28078
Amount of Bond:	$15,100,109.00
Contract ID No.:	U-5908
County Name:	Mecklenburg

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Bond No. 016231711

Contract No. U-5908
County Mecklenburg

Rev. 11-1-12

CONTRACT PAYMENT BOND

Affix Seal of Surety Company

Liberty Mutual Insurance Company
Print or type Surety Company Name

By Elizabeth K. Sterling, Attorney-in-Fact
Print, stamp or type name of Attorney-in-Fact

Elizabeth K. Sterling
Signature of Attorney-in-Fact

Megan Douaire
Signature of Witness

Megan Douaire, Witness to Surety
Print or type Signer's name

175 Berkeley Street, Boston, MA 02116
Address of Attorney-in-Fact

Bond No. 016231711

Contract No. U-5908
County Mecklenburg

Rev. 11-1-12

CONTRACT PAYMENT BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

Blythe Construction Inc.
Full name of Corporation

P.O. Box 31635, Charlotte, NC 28206
Address as prequalified

By _____
Signature of ~~President~~, Vice President, ~~Assistant Vice President~~
Select appropriate title

Brian Webb, Senior Vice President
Print or type Signer's name

Affix Corporate Seal

Attest _____
Signature of ~~Secretary,~~ Assistant Secretary
Select appropriate title

Lawrence G. Schmidt, II, Asst. Sec.
Print or type Signer's name

Contract No. _____ Rev. 4-19-11
County _____

CONTRACT PAYMENT BOND

LIMITED LIABILITY COMPANY

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor _____
Full name of Firm

_____
Address as prequalified

By: _____
Signature of **Member, Manager, Authorized Agent**
Select appropriate title

_____
Print or type Signer's name

Contract No. _____ Rev. 4-19-11
County _____

CONTRACT PAYMENT BOND

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor _____
Individual Name

Trading and doing business as _____
Full name of Firm

_____
Address as prequalified

Signature of Contractor _____
Individually

_____
Print or type Signer's name

_____
Signature of Witness

_____
Print or type Signer's name

Contract No. _____ Rev. 4-19-11
County _____

CONTRACT PAYMENT BOND

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor _____
Print or type Individual name

_____
Address as prequalified

Signature of Contractor _____
Individually

_____
Print or type Signer's name

_____
Signature of Witness

_____
Print or type Signer's name

CONTRACT PAYMENT BOND

PARTNERSHIP

SIGNATURE OF CONTRACTOR (Principal)

_____
Full name of Partnership

_____
Address as prequalified

By _____
Signature of Partner

_____
Print or type Signer's name

_____
Signature of Witness

_____
Print or type Signer's name

County _____

CONTRACT PAYMENT BOND
JOINT VENTURE (2) or (3)

SIGNATURE OF CONTRACTORS (Principal)

Instructions to Bidders: **2 Joint Ventures**, Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3), (4) and execute. On Line (1), print or type the name of Joint Venture. On line (2), print or type the name of one of the joint venturers and execute below in the appropriate manner required by Article 102-8 of the *NCDOT Standard Specifications*. On Line (3), print or type the name of second joint venturer and execute below in the appropriate manner required by said article of the Specifications. On Line (4), print or type the name of the third joint venturer, if applicable and execute below in the appropriate manner required by said article of the Specifications. This form of execution must be strictly followed.

(1) _____

Name of Joint Venture

(2) _____

Name of Contractor

_____

Address as prequalified

_____	By	_____
Signature of Witness or Attest		Signature of Contractor
_____		_____
Print or type Signer's name		Print or type Signer's name

If Corporation, affix Corporate Seal

and

(3) _____

Name of Contractor

_____

Address as prequalified

_____	By	_____
Signature of Witness or Attest		Signature of Contractor
_____		_____
Print or type Signer's name		Print or type Signer's name

If Corporation, affix Corporate Seal

and

(4) _____

Name of Contractor *(for 3 Joint Venture only)*

_____

Address as prequalified

_____	By	_____
Signature of Witness or Attest		Signature of Contractor
_____		_____
Print or type Signer's name		Print or type Signer's name

If Corporation, affix Corporate Seal

Contract No. _____ Rev. 4-19-11
County _____

CONTRACT PAYMENT BOND

Attach certified copy of Power of Attorney to this sheet

Contract No. _____ Rev. 11-1-12

County _____

Bond No. 016231711

TOWN OF HUNTERSVILLE

CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: March 30, 2021

Name of Principal Contractor: Blythe Construction Inc.

Name of Surety: Liberty Mutual Insurance Company

Name of Contracting Body: Town of Huntersville

11836 Verhoff Drive, Huntersville, NC 28078

Amount of Bond: $15,100,109.00

Contract ID No.: U-5908

County Name: Mecklenburg

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Contract No. U-5908
County Mecklenburg

Rev. 11-1-12

Bond No. 016231711

CONTRACT PERFORMANCE BOND

Affix Seal of Surety Company

Liberty Mutual Insurance Company
Print or type Surety Company Name

By Elizabeth K. Sterling, Attorney-in-Fact
Print, stamp or type name of Attorney-in-Fact

Elizabeth K. Sterling
Signature of Attorney-in-Fact

Megan Douaire
Signature of Witness

Megan Douaire, Witness to Surety
Print or type Signer's name

Contract No. U-5908
County Mecklenburg

Rev. 11-1-12

Bond No. 016231711

CONTRACT PERFORMANCE BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

Blythe Construction Inc.
Full name of Corporation

P.O. Box 31635, Charlotte, NC 28206
Address as prequalified

By _____
Signature of ~~President~~, Vice President, ~~Assistant Vice President~~
Select appropriate title

Brian Webb, Senior Vice President
Print or type Signer's name

Affix Corporate Seal

Attest _____
Signature of ~~Secretary~~, Assistant Secretary
Select appropriate title

Lawrence G. Schmidt, II, Asst. Sec.
Print or type Signer's name

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8204785-016072**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Benjamin A. Stahl, Elizabeth K. Sterling, Megan K. Douaire, Wesley P. Williams

all of the city of Atlanta state of GA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of January, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 29th day of January, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30 day of March 2021.

By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2019

Assets

Cash and Bank Deposits	$778,754,989
*Bonds — U.S Government	2,780,808,610
*Other Bonds	12,645,608,792
*Stocks	16,385,435,431
Real Estate	235,608,378
Agents' Balances or Uncollected Premiums	6,217,983,641
Accrued Interest and Rents	102,273,390
Other Admitted Assets	11,957,106,292
Total Admitted Assets	**$51,103,579,523**

Liabilities

Unearned Premiums		$8,007,146,482
Reserve for Claims and Claims Expense		21,532,853,787
Funds Held Under Reinsurance Treaties		507,868,920
Reserve for Dividends to Policyholders		1,143,826
Additional Statutory Reserve		125,722,000
Reserve for Commissions, Taxes and Other Liabilities		4,117,460,075
Total		**$34,292,195,090**
Special Surplus Funds	$32,768,443	
Capital Stock	10,000,075	
Paid in Surplus	10,044,978,933	
Unassigned Surplus	6,723,636,983	
Surplus to Policyholders		**16,811,384,434**
Total Liabilities and Surplus		**$51,103,579,524**

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2019, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 27th day of March, 2020.

T A Mikolajewski

Assistant Secretary

Contract No. _____ Rev. 4-19-11
County _____

CONTRACT PERFORMANCE BOND

LIMITED LIABILITY COMPANY

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor _____
Full name of Firm

_____
Address as prequalified

By: _____
Signature of **Member, Manager, Authorized Agent**
Select appropriate title

_____
Print or type Signer's name

CONTRACT PERFORMANCE BOND

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor _____
Individual Name

Trading and doing business as _____
Full name of Firm

_____
Address as prequalified

Signature of Contractor _____
Individually

_____
Print or type Signer's name

_____
Signature of Witness

_____
Print or type Signer's name

Contract No. _____ Rev. 4-19-11
County _____

CONTRACT PERFORMANCE BOND

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor _____
Print or type Individual name

_____
Address as prequalified

Signature of Contractor _____
Individually

_____
Print or type Signer's name

_____
Signature of Witness

_____
Print or type Signer's name

Contract No. _____ Rev. 4-19-11
County _____

CONTRACT PERFORMANCE BOND

PARTNERSHIP

SIGNATURE OF CONTRACTOR (Principal)

_____
Full name of Partnership

_____
Address as prequalified

By _____
Signature of Partner

_____
Print or type Signer's name

_____
Signature of Witness

_____
Print or type Signer's name

Contract No. _____ Rev. 4-19-11
County _____

CONTRACT PERFORMANCE BOND
JOINT VENTURE (2) OR (3)
SIGNATURE OF CONTRACTORS (Principal)

Instructions to Bidders: **2 Joint Ventures**, Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3), (4) and execute. On Line (1), print or type the name of Joint Venture. On line (2), print or type the name of one of the joint venturers and execute below in the appropriate manner required by Article 102-8 of the *NCDOT Standard Specifications*. On Line (3), print or type the name of second joint venturer and execute below in the appropriate manner required by said article of the Specifications. On Line (4), print or type the name of the third joint venturer, if applicable and execute below in the appropriate manner required by said article of the Specifications. This form of execution must be strictly followed.

(1) _____
Name of Joint Venture

(2) _____
Name of Contractor

_____
Address as prequalified

_____		_____
Signature of Witness or Attest	By	Signature of Contractor
_____		_____
Print or type Signer's name		Print or type Signer's name

If Corporation, affix Corporate Seal

and

(3) _____
Name of Contractor

_____
Address as prequalified

_____		_____
Signature of Witness or Attest	By	Signature of Contractor
_____		_____
Print or type Signer's name		Print or type Signer's name

If Corporation, affix Corporate Seal

and

(4) _____
Name of Contractor *(for 3 Joint Venture only)*

_____
Address as prequalified

_____		_____
Signature of Witness or Attest	By	Signature of Contractor
_____		_____
Print or type Signer's name		Print or type Signer's name

If Corporation, affix Corporate Seal

CONTRACT PERFORMANCE BOND

Attach certified copy of Power of Attorney to this sheet

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

CORPORATION

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 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.

SIGNATURE OF CONTRACTOR

_____
Full name of Corporation

_____
Address as Prequalified

Attest _____ By _____

Secretary/Assistant Secretary
Select appropriate title

President/Vice President/Assistant Vice President
Select appropriate title

_____
Print or type Signer's name

_____
Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

_____ day of _____ 20__.

NOTARY SEAL

_____
Signature of Notary Public

of _____County

State of _____

My Commission Expires:_____

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

CORPORATION

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 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.

SIGNATURE OF CONTRACTOR

Blythe Construction, Inc.
Full name of Corporation

2911 North Graham Street Charlotte NC 28206
Address as Prequalified

Attest _____ By _____
Secretary/Assistant Secretary — President/Vice President/Assistant Vice President
Select appropriate title — *Select appropriate title*

Lawrence G. Schmidt, II, Asst. Sec. — **Allen Hendricks, Vice President**
Print or type Signer's name — Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

26th day of March 2021.

Monica B. Pressley
Signature of Notary Public

of Rowan County

State of North Carolina

My Commission Expires: 08/21/2023

MONICA B. PRESSLEY
NOTARY SEAL
NOTARY
My Comm. Expires
August 21, 2023
PUBLIC
ROWAN COUNTY, NC

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

LIMITED LIABILITY COMPANY

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 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.

SIGNATURE OF CONTRACTOR

_____
Full Name of Firm

_____
Address as Prequalified

_____ Signature of Witness	_____ Signature of Member/Manager/Authorized Agent *Select appropriate title*
_____ Print or type Signer's name	_____ Print or type Signer's Name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

_____ day of _____ 20__.

NOTARY SEAL

_____
Signature of Notary Public

of _____County

State of _____

My Commission Expires:_____

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

JOINT VENTURE (2) or (3)

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 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.

SIGNATURE OF CONTRACTOR

Instructions: **2 Joint Venturers** Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3) and (4) and execute. On Line (1), fill in the name of the Joint Venture Company. On Line (2), fill in the name of one of the joint venturers and execute below in the appropriate manner. On Line (3), print or type the name of the other joint venturer and execute below in the appropriate manner. On Line (4), fill in the name of the third joint venturer, if applicable and execute below in the appropriate manner.

(1) _____
Name of Joint Venture

(2) _____
Name of Contractor

_____
Address as Prequalified

_____	By	_____
Signature of Witness or Attest		Signature of Contractor
_____		_____
Print or type Signer's name		Print or type Signer's name

If Corporation, affix Corporate Seal and

(3) _____
Name of Contractor

_____
Address as Prequalified

_____	By	_____
Signature of Witness or Attest		Signature of Contractor
_____		_____
Print or type Signer's name		Print or type Signer's name

If Corporation, affix Corporate Seal and

(4) _____
Name of Contractor *(for 3 Joint Venture only)*

_____
Address as Prequalified

_____	By	_____
Signature of Witness or Attest		Signature of Contractor
_____		_____
Print or type Signer's name		Print or type Signer's name

If Corporation, affix Corporate Seal

NOTARY SEAL
Affidavit must be notarized for Line (2)
Subscribed and sworn to before me this
_____day of_____ 20___
_____
Signature of Notary Public
of _____County
State of _____
My Commission Expires:_____

NOTARY SEAL
Affidavit must be notarized for Line (3)
Subscribed and sworn to before me this
_____day of _____ 20___
_____
Signature of Notary Public
of _____County
State of _____
My Commission Expires:_____

NOTARY SEAL
Affidavit must be notarized for Line (4)
Subscribed and sworn to before me this
____day of _____ 20_____
_____
Signature of Notary Public
of _____County
State of _____
My Commission Expires:_____

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 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.

SIGNATURE OF CONTRACTOR

Name of Contractor _____
Individual name

Trading and doing business as _____
Full name of Firm

_____
Address as Prequalified

_____ _____
Signature of Witness Signature of Contractor, Individually

_____ _____
Print or type Signer's name Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

_____ day of _____ 20__.

_____
Signature of Notary Public

of _____County

State of _____

My Commission Expires:_____

EXECUTION OF BID

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 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.

SIGNATURE OF CONTRACTOR

Name of Contractor _____

Print or type Individual name

_____

Address as Prequalified

_____

Signature of Contractor, Individually

_____

Print or type Signer's Name

_____

Signature of Witness

_____

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

_____ day of _____ 20__.

_____

Signature of Notary Public

of _____County

State of _____

My Commission Expires:_____

DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Municipality if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed with the Municipality, or has become erroneous because of changed circumstances.

2. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal,* and *voluntarily excluded,* as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Municipality project representative.

3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in Municipal contracts, unless authorized by the Municipality.

4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR* 1273) provided by the Municipality, without subsequent modification, in all lower tier covered transactions.

5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.

6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

7. Except as authorized in paragraph 6 herein, the Municipality may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and

d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

☐ Check here if an explanation is attached to this certification.

EXECUTION OF CONTRACT PROPOSAL

Incompliance with the foregoing request for proposals and subject to all Terms and Conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services for the prices quoted and completed in Exhibit A Itemized Proposal along with the completed cover page of the Contract Proposal, Performance Bond, and proof of Insurance requirements.

This Contract for TIP: U-5908 Huntersville Main Street Upgrades, and all attachments, (collectively this "Contract") is by and between the Town of Huntersville, a municipal corporation of the State of North Carolina, (the "Town") and

Blythe Construction Inc., (the "Contractor") with address

PO Box 31635

Charlotte NC 28231

Contractor's Federal Social Security ID No.: 56-6032862

Contractor's License No.: 7639

Acknowledged Receipt of Addendum No. 1 Dated 03-22-21

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at Huntersville, North Carolina, this day of March 24, 2021

Contractor

Name: Blythe Construction Inc.
Name of Contractor (type or print)

By: _____
(Signature)

Title: Allen Hendricks, Vice President

Attest: _____
(Secretary, if a corporation)
Lawrence G. Schmidt, II, Asst. Sec.

(Signature must be notarized below.)

Town of Huntersville

_____
Town Manager

Attest:

_____
Town Clerk

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

_____
Finance Director

Town of Huntersville
NORTH CAROLINA

Post Office Box 664 • 105 Gilead Road, Suite 300 • Huntersville, NC 28070
phone 704.766.2220 • fax 704.992.5528 • www.huntersville.org

NOTARY PAGES FOR CONTRACT PROPOSAL EXECUTION BY CONTRACTOR/BIDDER

(FOR AN ENTITY)

STATE OF North Carolina
COUNTY OF Mecklenburg

I, Notary Public for the aforesaid County and State, do hereby certify that personally appeared before me this day Allen Hendricks (Name of person signing), being known to me or identified by me through satisfactory evidence, and acknowledged that he/she is the Vice President (Title) of Blythe Construction (Entity Name), a Corporation, (Entity Type), and that as an act of the Corporation (Entity Type), the foregoing contract proposal was signed by him/her on behalf of the Corporation (Entity Type) as the duly authorized action of the Corporation (Entity Type).

Date: March 24, 2021

Monica B. Pressley
(Notary Signature)
Notary Printed Name: Monica B. Pressley

(Official Seal)

MONICA B. PRESSLEY
NOTARY
My Comm. Expires
August 21, 2023
PUBLIC
ROWAN COUNTY, N.C.

(FOR A SOLE PROPRIORITORSHIP OR INDIVIDUAL)

STATE OF _____
COUNTY OF _____

I, Notary Public for the aforesaid County and State, do hereby certify that personally appeared before me this day _____ (Name of person signing), and acknowledged due execution of the foregoing instrument.

Date: _____

_____
(Notary Signature)
Notary Printed Name: _____

(Official Seal)

EXHIBIT A – ITEMIZED PROPOSAL

WBS :	46453.3.1	F.A. # STP-0115(009)	TIP: U-5908
Type of Work:	Grading, Paving, Drainage, Concrete Curb and Gutter, Monolithic Islands, and Pavement Markings.		
County:	Mecklenburg		
Location:	Main Street from Mt. Holly-Huntersville Rd (SR 2004) to Ramah Church Rd (SR 2439)		

LINE NO.	MASTER ITEM NO.	SEC. NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
1	0000100000-N	800	MOBILIZATION	1	LS		
2	0000400000-N	801	CONSTRUCTION SURVEYING	1	LS		
3	0043000000-N	226	GRADING	1	LS		
4	0008000000-E	200	SUPPLEMENTARY CLEARING & GRUBBING	1	ACR		
5	0134000000-E	240	DRAINAGE DITCH EXCAVATION	420	CY		
6	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZA-TION	100	SY		
7	0318000000-E	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	1170	TON		
8	0320000000-E	300	FOUNDATION CONDITIONING GEOTEXTILE	3660	SY		
9	0366000000-E	310	15" RC PIPE CULVERTS, CLASS III	4558	LF		
10	0372000000-E	310	18" RC PIPE CULVERTS, CLASS III	2981	LF		
11	0378000000-E	310	24" RC PIPE CULVERTS, CLASS III	476	LF		
12	0384000000-E	310	30" RC PIPE CULVERTS, CLASS III	344	LF		
13	0396000000-E	310	42" RC PIPE CULVERTS, CLASS III	92	LF		
14	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	1288	LF		
15	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	408	LF		
16	0448400000-E	310	24" RC PIPE CULVERTS, CLASS IV	616	LF		
17	0448500000-E	310	30" RC PIPE CULVERTS, CLASS IV	160	LF		
18	0453000000-E	310	15" PIPE END SECTION	1	EA		

LINE NO.	MASTER ITEM NO.	SEC. NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
19	0600000000-E	310	30" CS PIPE CULVERTS, 0.079" THICK	65	LF		
20	0973100000-E	330	15" WELDED STEEL PIPE, 0.500 THICK, GRADE B IN SOIL	44	LF		
21	0973100000-E	330	18" WELDED STEEL PIPE, 0.500 THICK, GRADE B IN SOIL	36	LF		
22	0973100000-E	330	24" WELDED STEEL PIPE, 0.375 THICK, GRADE B IN SOIL	116	LF		
23	0995000000-E	340	PIPE REMOVAL	2277	LF		
24	1121000000-E	520	AGGREGATE BASE COURSE	154	TON		
25	1220000000-E	545	INCIDENTAL STONE BASE	300	TON		
26	1297000000-E	607	MILLING ASPHALT PAVEMENT, 1.5" DEPTH	3900	SY		
27	1330000000-E	607	INCIDENTAL MILLING	2925	SY		
28	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	10150	TON		
29	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	7380	TON		
30	1523000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5C	7330	TON		
31	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	1255	TON		
32	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	150	TON		
33	2000000000-N	806	RIGHT-OF-WAY MARKERS	46	EA		
34	2209000000-E	838	ENDWALLS	8.8	CY		
35	2253000000-E	840	PIPE COLLARS	1.3	CY		
36	2264000000-E	840	PIPE PLUGS	0.5	CY		
37	2275000000-E	SP	FLOWABLE FILL	20	CY		
38	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	173	EA		
39	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	116.4	LF		
40	2354200000-N	840	FRAME WITH GRATE, STD 840.24	10	EA		
41	2364000000-N	840	FRAME WITH TWO GRATES, STD 840.16	29	EA		
42	2365000000-N	840	FRAME WITH TWO GRATES, STD 840.22	1	EA		
43	2366000000-N	840	FRAME WITH TWO GRATES, STD 840.24	3	EA		

LINE NO.	MASTER ITEM NO.	SEC. NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
44	2374000000-N	840	FRAMEWITH GRADE & HOOD, STD 840.03, TYPE E	17	EA		
45	2374000000-N	840	FRAMEWITH GRADE & HOOD, STD 840.03, TYPE F	62	EA		
46	2374000000-N	840	FRAMEWITH GRADE & HOOD, STD 840.03, TYPE G	44	EA		
47	2396000000-N	840	FRAME WITH COVER, STD 840.54	7	EA		
48	2440000000-N	852	CONCRETE TRANSITIONAL SECTION FOR CATCH BASIN	7	EA		
49	2451000000-N	852	CONCRETE TRANSITIONAL SECTION FOR DROP INLET	15	EA		
50	2535000000-E	846	9" x 18" CONCRETE CURB	1260	LF		
51	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	18030	LF		
52	2570000000-N	SP	MODIFIED CONCRETE FLUME	3	EA		
53	2591000000-E	848	4" CONCRETE SIDEWALK	10180	SY		
54	2605000000-N	848	CONCRETE CURB RAMPS	72	EA		
55	2612000000-E	848	6" CONCRETE DRIVEWAY	1580	SY		
56	2647000000-E	852	5" MONOLITHIC CONCRETE ISLANDS(SURFACE MOUNTED)	1560	SY		
57	2657000000-E	852	6" MONOLITHIC CONCRETE ISLANDS (SURFACE MOUNTED)	40	SY		
58	2738000000-E	SP	7" TRUCK MOUNTABLE CONCRETE APRON, CLASS AA CONC.	1040	SY		
59	2753000000-E	SP	1'-6" CONCRETE CURB & GUTTER, CLASS AA CONCRETE	760	LF		
60	2800000000-N	858	ADJUSTMENT OF CATCH BASINS	3	EA		
61	2830000000-N	858	ADJUSTMENT OF MANHOLES	41	EA		
62	2845000000-N	858	ADJUSTMENT OF METER BOXES OR VALVE BOXES	19	EA		
63	3030000000-E	862	STEEL BEAM GUARDRAIL	75	LF		
64	3563000000-E	866	TEMPORARY__"WOVEN WIRE FENCE, COMPLETE WITH POSTS	600	LF		
65	3572000000-E	867	CHAIN LINK FENCE RESET	145	LF		
66	3628000000-E	876	RIP RAP, CLASS I	560	TON		
67	3649000000-E	876	RIP RAP, CLASS B	57	TON		
68	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	1160	SY		

LINE NO.	MASTER ITEM NO.	SEC. NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
69	4025000000-E	901	CONTRACTOR FURNISHED, TYPE E SIGN	850	SF		
70	4025000000-E	901	CONTRACTOR FURNISHED, TYPE F SIGN	40	SF		
71	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	2100	LF		
72	4102000000-N	904	SIGN ERECTION, TYPE E	138	EA		
73	4108000000-N	904	SIGN ERECTION, TYPE F	4	EA		
74	4116100000-N	904	SIGN ERECTION, RELOCATE TYPE D (GROUND MOUNTED)	1	EA		
75	4116100000-N	904	SIGN ERECTION, RELOCATE TYPE E (GROUND MOUNTED)	59	EA		
76	4116100000-N	904	SIGN ERECTION, RELOCATE TYPE F (GROUND MOUNTED)	1	EA		
77	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U-CHANNEL	19	EA		
78	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	593	SF		
79	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	255	SF		
80	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	7	EA		
81	4430000000-N	1130	DRUMS	250	EA		
82	4445000000-E	1145	BARRICADES (TYPE III)	400	LF		
83	4455000000-N	1150	ROADWAY FLAGMAN	750	DAY		
84	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKINGLINES (4", 90 MILS)	32630	LF		
85	4695000000-E	1205	THERMOPLASTIC PAVEMENT MARKINGLINES (8", 90 MILS)	4770	LF		
86	4720000000-E	1205	THERMOPLASTIC PAVEMENT MARKINGCHARACTER (90 MILS)	44	EA		
87	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKINGSYMBOL (90 MILS)	63	EA		
88	4726100000-E	1205	HEATED-IN-PLACE THERMOPLASTIC PAVEMENT MARKING CHARACTER	23	EA		
89	4726110000-E	1205	HEATED-IN-PLACE THERMOPLASTIC PAVEMENT MARKING SYMBOL	23	EA		
90	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	59776	LF		
91	4820000000-E	1205	PAINT PAVEMENT MARKING LINES (8")	275	LF		
92	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	120	LF		
93	4891000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (16", 90 MILS)	160	LF		

LINE NO.	MASTER ITEM NO.	SEC. NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
94	4891000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 90 MILS)	1230	LF		
95	4892000000-N	1205	THERMOPLASTIC 24" YIELD LINE TRIANGLE (90MILS)	60	EA		
96	5872500000-E	1550	BORE AND JACK OF 15" WELDED STEEL PIPE	44	LF		
97	5872500000-E	1550	BORE AND JACK OF 18" WELDED STEEL PIPE	36	LF		
98	5872500000-E	1550	BORE AND JACK OF 24" WELDED STEEL PIPE	116	LF		
99	5888000000-E	SP	4" SCHEDULE 40 PVC CONDUIT W/2 EACH ELBOWS & CAPS	160	LF		
100	6000000000-E	1605	TEMPORARY SILT FENCE	11610	LF		
101	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	3525	TON		
102	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	325	TON		
103	6012000000-E	1610	SEDIMENT CONTROL STONE	3360	TON		
104	6015000000-E	1615	TEMPORARY MULCHING	22.5	ACR		
105	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	1500	LB		
106	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEEDING	8.5	TON		
107	6024000000-E	1622	TEMPORARY SLOPE DRAINS	200	LF		
108	6030000000-E	1630	SILT EXCAVATION	4730	CY		
109	6036000000-E	1631	MATTING FOR EROSION CONTROL	710	SY		
110	6037000000-E	SP	COIR FIBER MAT	20	SY		
111	6038000000-E	SP	PERMANENT SOIL REINFORCEMENT MAT	85	SY		
112	6071012000-E	SP	COIR FIBER WATTLE	710	LF		
113	6071020000-E	SP	POLYACRYLAMIDE (PAM)	180	LB		
114	6071030000-E	1640	COIR FIBER BAFFLE	105	LF		
115	6071050000-E	SP	1-1/2" SKIMMER	1	EA		
116	6084000000-E	1660	SEEDING & MULCHING	21	ACR		
117	6087000000-E	1660	MOWING	12	ACR		
118	6090000000-E	1661	SEED FOR REPAIR SEEDING	250	LB		

LINE NO.	MASTER ITEM NO.	SEC. NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
119	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.75	TON		
120	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	475	LB		
121	6108000000-E	1665	FERTILIZER TOPDRESSING	14.25	TON		
122	6114500000-N	1667	SPECIALIZED HAND MOWING	10	MHR		
123	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	25	EA		
124	6132000000-N	SP	CONCRETE WASHOUT STRUCTURE	2	EA		
125	7048500000-E	1705	PEDESTRIAN SIGNAL HEAD (16", 1SECTION W/COUNTDOWN)	8	EA		
126	7060000000-E	1705	SIGNAL CABLE	4800	LF		
127	7120000000-E	1705	VEHICLE SIGNAL HEAD (12", 3 SECTION)	15	EA		
128	7132000000-E	1705	VEHICLE SIGNAL HEAD (12", 4 SECTION)	3	EA		
129	7144000000-E	1705	VEHICLE SIGNAL HEAD (12", 5 SECTION)	1	EA		
130	7264000000-E	1710	MESSENGER CABLE (3/8")	275	LF		
131	7300000000-E	1715	UNPAVED TRENCHING (1 conduit, 2 inch)	110	LF		
132	7300000000-E	1715	UNPAVED TRENCHING (2 conduits, 2 inch)	24	LF		
133	7300000000-E	1715	UNPAVED TRENCHING (3 conduits, 2 inch)	15	LF		
134	7300000000-E	1715	UNPAVED TRENCHING (4 conduits, 2 inch)	25	LF		
135	7301000000-E	1715	DIRECTIONAL DRILL (1 conduits, 2 inch)	60	LF		
136	7301000000-E	1715	DIRECTIONAL DRILL (2 conduits, 2 inch)	55	LF		
137	7301000000-E	1715	DIRECTIONAL DRILL (3 conduits, 2 inch)	180	LF		
138	7324000000-N	1716	JUNCTION BOX (STANDARD SIZE)	5	EA		
139	7348000000-N	1716	JUNCTION BOX (OVER-SIZED, HEAVY DUTY)	5	EA		
140	7360000000-N	1720	WOOD POLE	2	EA		
141	7372000000-N	1721	GUY ASSEMBLY	5	EA		
142	7420000000-E	1722	2" RISER WITH WEATHERHEAD	2	EA		
143	7444000000-E	1725	INDUCTIVE LOOP SAWCUT	1880	LF		

LINE NO.	MASTER ITEM NO.	SEC. NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
144	7456000000-E	1726	LEAD-IN CABLE (14-2)	2200	LF		
145	7575142010-N	1736	900MHZ SERIAL/ETHERNET SPREAD SPECTRUM RADIO	4	EA		
146	7588000000-N	SP	METAL POLE WITH SINGLE MAST ARM	1	EA		
147	7590000000-N	SP	METAL POLE WITH DUAL MAST ARM	1	EA		
148	7613000000-N	SP	SOIL TEST	2	EA		
149	7614100000-E	SP	DRILLED PIER FOUNDATION	12	CY		
150	7631000000-N	SP	MAST ARM WITH METAL POLE DESIGN	2	EA		
151	7636000000-N	1745	SIGN FOR SIGNALS	11	EA		
152	7642100000-N	1743	TYPE I POST WITH FOUNDATION	1	EA		
153	7642200000-N	1743	TYPE II PEDESTAL WITH FOUNDATION	4	EA		
154	7675000000-N	1747	LED BLANKOUT SIGN	1	EA		
155	7684000000-N	1750	SIGNAL CABINET FOUNDATION	1	EA		
156	7696000000-N	1751	CONTROLLER WITH CABINET (TYPE 2070E, BASE MOUNTED)	1	EA		
157	7744000000-N	1751	DETECTOR CARD (TYPE 170)	4	EA		
158	7901000000-N	1753	CABINET BASE EXTENDER	1	EA		
159	7980000000-N	SP	PROTECTIVE COATING FOR DOUBLE MAST ARM WITH METAL POLE	1	EA		
160	7980000000-N	SP	PROTECTIVE COATING FOR SINGLE MAST ARM WITH METAL POLE	1	EA		
TOTAL ROADWAY BID							

LINE NO.	MASTER ITEM NO.	SEC. NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
161	5325000000-E	1510	1-1/2" WATER LINE	2	LF		
162	5325200000-E	1510	2" WATER LINE	92	LF		
163	5325200000-E	1510	6" WATER LINE	512	LF		
164	5325800000-E	1510	8" WATER LINE	10,508	LF		
165	5326000000-E	1510	10" WATER LINE	34	LF		

LINE NO.	MASTER ITEM NO.	SEC. NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
166	5326200000-E	1510	12" WATER LINE	1,770	LF		
167	5327400000-E	1510	24" WATER LINE	4,375	LF		
168	5325000000-E	1510	36" WATER LINE	48	LF		
169	5329000000-E	1510	DUCTILE IRON WATER PIPE FITTINGS	77,100	LB		
170	5540000000-E	1515	6" VALVE	26	EA		
171	5546000000-E	1515	8" VALVE	55	EA		
172	5558000000-E	1515	12" VALVE	11	EA		
173	5559400000-E	1515	24" VALVE	2	EA		
174	5534000000-E	1515	36" VALVE	2	EA		
175	5571600000-E	1515	6" TAPPING SLEEVE & VALVE	1	EA		
176	5589100000-E	1515	1" AIR RELEASE VALVE	1	EA		
177	5643100000-E	1515	3/4" WATER METER	56	EA		
178	5649000000-N	1515	RECONNECT WATER METER	30	EA		
179	5666000000-N	1515	FIRE HYDRANT	16	EA		
180	5673000000-E	1515	FIRE HYDRANT LEG	272	LF		
181	5678400000-E	1515	6" LINE STOP	12	EA		
182	5678600000-E	1515	8" LINE STOP	10	EA		
183	5678800000-E	1515	10" LINE STOP	3	EA		
184	5678000000-E	1515	36" LINE STOP	2	EA		
185	5686500000-E	1515	WATER SERVICE LINE	1,251	LF		
186	5691300000-E	1520	8" SANITARY GRAVITY SEWER	516	LF		
187	5709400000-E	1520	8" FORCE MAIN SEWER	20	LF		
188	5709500000-E	1520	10" FORCE MAIN SEWER	2,024	LF		
189	5768000000-N	1520	SANITARY SEWER CLEAN-OUT	2	EA		
190	5768500000-E	1520	SEWER SERVICE LINE	96	LF		

LINE NO.	MASTER ITEM NO.	SEC. NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
191	5775000000-E	1525	4' DIA UTILITY MANHOLE	6	EA		
192	5781000000-E	1525	UTILITY MANHOLE WALL 4' DIA	10	LF		
193	5798000000-E	1530	ABANDON 1-1/2" UTILITY PIPE	293	LF		
194	5798000000-E	1530	ABANDON 2" UTILITY PIPE	991	LF		
195	5800000000-E	1530	ABANDON 6" UTILITY PIPE	8,737	LF		
196	5801000000-E	1530	ABANDON 8" UTILITY PIPE	4,839	LF		
197	5802000000-E	1530	ABANDON 10" UTILITY PIPE	1,778	LF		
198	5804000000-E	1530	ABANDON 12" UTILITY PIPE	26	LF		
199	5798000000-E	1530	ABANDON 36" UTILITY PIPE	18	LF		
200	5815000000-N	1530	REMOVE WATER METER	57	EA		
201	5815500000-N	1530	REMOVE FIRE HYDRANT	14	EA		
202	5816000000-N	1530	ABANDON UTILITY MANHOLE	3	EA		
203	5828000000-N	1530	REMOVE UTILITY MANHOLE	4	EA		
204	5835800000-E	1540	16" ENCASEMENT PIPE	60	LF		
205	5835800000-E	1540	18" ENCASEMENT PIPE	234	LF		
206	5872500000-E	1550	BORE AND JACK OF 18"	229	LF		
207		SP	EJ PRESCOTT STYLE 501 COUPLING OR EQUAL	2	EA		
208		SP	TEMPORARY BYPASS PUMPING	1	LS		
209		SP	RAILROAD PROTECTIVE LIABILITY INSURANCE	1	LS		
210		SP	CATHODIC PROTECTION ON 24" WATER MAIN	1	LS		
			TOTAL WATER/SEWER BID				
			TOTAL ROADWAY BID				
			TOTAL PROJECT BID				

Exhibit A- Itemized Proposal

LINE NO.	MASTER ITEM NO.	SEC. NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
1	0000100000-N	800	MOBILIZATION	1	LS	$ 750,000.00	$ 750,000.00
2	0000400000-N	801	CONSTRUCTION SURVEYING	1	LS	$ 305,000.00	$ 305,000.00
3	0043000000-N	226	GRADING	1	LS	$ 2,812,000.00	$ 2,812,000.00
4	0008000000-E	200	SUPPLEMENTARY CLEARING & GRUBBING	1	ACR	$ 5,000.00	$ 5,000.00
5	0134000000-E	240	DRAINAGE DITCH EXCAVATION	420	CY	$ 25.00	$ 10,500.00
6	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZA- TION	100	SY	$ 6.00	$ 600.00
7	0318000000-E	300	FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	1170	TON	$ 50.00	$ 58,500.00
8	0320000000-E	300	FOUNDATION CONDITIONING GEOTEXTILE	3660	SY	$ 5.00	$ 18,300.00
9	0366000000-E	310	15" RC PIPE CULVERTS, CLASS III	4558	LF	$ 70.00	$ 319,060.00
10	0372000000-E	310	18" RC PIPE CULVERTS, CLASS III	2981	LF	$ 80.00	$ 238,480.00
11	0378000000-E	310	24" RC PIPE CULVERTS, CLASS III	476	LF	$ 90.00	$ 42,840.00
12	0384000000-E	310	30" RC PIPE CULVERTS, CLASS III	344	LF	$ 100.00	$ 34,400.00
13	0396000000-E	310	42" RC PIPE CULVERTS, CLASS III	92	LF	$ 150.00	$ 13,800.00
14	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	1288	LF	$ 85.00	$ 109,480.00
15	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	408	LF	$ 95.00	$ 38,760.00
16	0448400000-E	310	24" RC PIPE CULVERTS, CLASS IV	616	LF	$ 105.00	$ 64,680.00
17	0448500000-E	310	30" RC PIPE CULVERTS, CLASS IV	160	LF	$ 115.00	$ 18,400.00
18	0453000000-E	310	15" PIPE END SECTION	1	EA	$ 1,500.00	$ 1,500.00
19	0600000000-E	310	30" CS PIPE CULVERTS, 0.079" THICK	65	LF	$ 75.00	$ 4,875.00
20	0973100000-E	330	15" WELDED STEEL PIPE, 0.500 THICK, GRADE B IN SOIL	44	LF	$ 70.00	$ 3,080.00
21	0973100000-E	330	18" WELDED STEEL PIPE, 0.500 THICK, GRADE B IN SOIL	36	LF	$ 85.00	$ 3,060.00
22	0973100000-E	330	24" WELDED STEEL PIPE, 0.375 THICK, GRADE B IN SOIL	116	LF	$ 110.00	$ 12,760.00
23	0995000000-E	340	PIPE REMOVAL	2277	LF	$ 75.00	$ 170,775.00
24	1121000000-E	520	AGGREGATE BASE COURSE	154	TON	$ 110.00	$ 16,940.00
25	1220000000-E	545	INCIDENTAL STONE BASE	300	TON	$ 125.00	$ 37,500.00
26	1297000000-E	607	MILLING ASPHALT PAVEMENT, 1.5" DEPTH	3900	SY	$ 8.50	$ 33,150.00
27	1330000000-E	607	INCIDENTAL MILLING	2925	SY	$ 11.00	$ 32,175.00
28	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	10150	TON	$ 67.00	$ 680,050.00
29	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	7380	TON	$ 67.00	$ 494,460.00
30	1523000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5C	7330	TON	$ 68.00	$ 498,440.00
31	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	1255	TON	$ 485.00	$ 608,675.00

LINE NO.	MASTER ITEM NO.	SEC. NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
32	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	150	TON	$ 300.00	$ 45,000.00
33	2000000000-N	806	RIGHT-OF-WAY MARKERS	46	EA	$ 250.00	$ 11,500.00
34	2209000000-E	838	ENDWALLS	8.8	CY	$ 1,000.00	$ 8,800.00
35	2253000000-E	840	PIPE COLLARS	1.3	CY	$ 2,800.00	$ 3,640.00
36	2264000000-E	840	PIPE PLUGS	0.5	CY	$ 3,500.00	$ 1,750.00
37	2275000000-E	SP	FLOWABLE FILL	20	CY	$ 225.00	$ 4,500.00
38	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	173	EA	$ 3,000.00	$ 519,000.00
39	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	116.4	LF	$ 500.00	$ 58,200.00
40	2354200000-N	840	FRAME WITH GRATE, STD 840.24	10	EA	$ 850.00	$ 8,500.00
41	2364000000-N	840	FRAME WITH TWO GRATES, STD 840.16	29	EA	$ 900.00	$ 26,100.00
42	2365000000-N	840	FRAME WITH TWO GRATES, STD 840.22	1	EA	$ 900.00	$ 900.00
43	2366000000-N	840	FRAME WITH TWO GRATES, STD 840.24	3	EA	$ 900.00	$ 2,700.00
44	2374000000-N	840	FRAMEWITH GRADE & HOOD, STD 840.03, TYPE E	17	EA	$ 1,000.00	$ 17,000.00
45	2374000000-N	840	FRAMEWITH GRADE & HOOD, STD 840.03, TYPE F	62	EA	$ 1,000.00	$ 62,000.00
46	2374000000-N	840	FRAMEWITH GRADE & HOOD, STD 840.03, TYPE G	44	EA	$ 1,000.00	$ 44,000.00
47	2396000000-N	840	FRAME WITH COVER, STD 840.54	7	EA	$ 900.00	$ 6,300.00
48	2440000000-N	852	CONCRETE TRANSITIONAL SECTION FOR CATCH BASIN	7	EA	$ 950.00	$ 6,650.00
49	2451000000-N	852	CONCRETE TRANSITIONAL SECTION FOR DROP INLET	15	EA	$ 1,100.00	$ 16,500.00
50	2535000000-E	846	9" x 18" CONCRETE CURB	1260	LF	$ 20.00	$ 25,200.00
51	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	18030	LF	$ 20.25	$ 365,107.50
52	2570000000-N	SP	MODIFIED CONCRETE FLUME	3	EA	$ 7,000.00	$ 21,000.00
53	2591000000-E	848	4" CONCRETE SIDEWALK	10180	SY	$ 39.00	$ 397,020.00
54	2605000000-N	848	CONCRETE CURB RAMPS	72	EA	$ 1,550.00	$ 111,600.00
55	2612000000-E	848	6" CONCRETE DRIVEWAY	1580	SY	$ 60.00	$ 94,800.00
56	2647000000-E	852	5" MONOLITHIC CONCRETE ISLANDS(SURFACE MOUNTED)	1560	SY	$ 84.00	$ 131,040.00
57	2657000000-E	852	6" MONOLITHIC CONCRETE ISLANDS (SURFACE MOUNTED)	40	SY	$ 127.00	$ 5,080.00
58	2738000000-E	SP	7" TRUCK MOUNTABLE CONCRETE APRON, CLASS AA CONC.	1040	SY	$ 69.00	$ 71,760.00
59	2753000000-E	SP	1'-6" CONCRETE CURB & GUTTER, CLASS AA CONCRETE	760	LF	$ 23.75	$ 18,050.00
60	2800000000-N	858	ADJUSTMENT OF CATCH BASINS	3	EA	$ 1,500.00	$ 4,500.00
61	2830000000-N	858	ADJUSTMENT OF MANHOLES	41	EA	$ 1,800.00	$ 73,800.00
62	2845000000-N	858	ADJUSTMENT OF METER BOXES OR VALVE BOXES	19	EA	$ 250.00	$ 4,750.00

LINE NO.	MASTER ITEM NO.	SEC. NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
63	3030000000-E	862	STEEL BEAM GUARDRAIL	75	LF	$ 40.00	$ 3,000.00
64	3563000000-E	866	TEMPORARY__"WOVEN WIRE FENCE, COMPLETE WITH POSTS	600	LF	$ 7.25	$ 4,350.00
65	3572000000-E	867	CHAIN LINK FENCE RESET	145	LF	$ 20.00	$ 2,900.00
66	3628000000-E	876	RIP RAP, CLASS I	560	TON	$ 80.00	$ 44,800.00
67	3649000000-E	876	RIP RAP, CLASS B	57	TON	$ 75.00	$ 4,275.00
68	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	1160	SY	$ 3.00	$ 3,480.00
69	4025000000-E	901	CONTRACTOR FURNISHED, TYPE E SIGN	850	SF	$ 10.66	$ 9,061.00
70	4025000000-E	901	CONTRACTOR FURNISHED, TYPE F SIGN	40	SF	$ 9.95	$ 398.00
71	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	2100	LF	$ 5.63	$ 11,823.00
72	4102000000-N	904	SIGN ERECTION, TYPE E	138	EA	$ 60.00	$ 8,280.00
73	4108000000-N	904	SIGN ERECTION, TYPE F	4	EA	$ 240.00	$ 960.00
74	4116100000-N	904	SIGN ERECTION, RELOCATE TYPE D (GROUND MOUNTED)	1	EA	$ 240.00	$ 240.00
75	4116100000-N	904	SIGN ERECTION, RELOCATE TYPE E (GROUND MOUNTED)	59	EA	$ 180.00	$ 10,620.00
76	4116100000-N	904	SIGN ERECTION, RELOCATE TYPE F (GROUND MOUNTED)	1	EA	$ 360.00	$ 360.00
77	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U- CHANNEL	19	EA	$ 180.00	$ 3,420.00
78	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	593	SF	$ 7.06	$ 4,186.58
79	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	255	SF	$ 6.22	$ 1,586.10
80	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	7	EA	$ 7,850.00	$ 54,950.00
81	4430000000-N	1130	DRUMS	250	EA	$ 47.00	$ 11,750.00
82	4445000000-E	1145	BARRICADES (TYPE III)	400	LF	$ 25.00	$ 10,000.00
83	4455000000-N	1150	ROADWAY FLAGMAN	750	DAY	$ 355.00	$ 266,250.00
84	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKINGLINES (4", 90 MILS)	32630	LF	$ 0.52	$ 16,967.60
85	4695000000-E	1205	THERMOPLASTIC PAVEMENT MARKINGLINES (8", 90 MILS)	4770	LF	$ 2.80	$ 13,356.00
86	4720000000-E	1205	THERMOPLASTIC PAVEMENT MARKINGCHARACTER (90 MILS)	44	EA	$ 85.00	$ 3,740.00
87	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKINGSYMBOL (90 MILS)	63	EA	$ 120.00	$ 7,560.00
88	4726100000-E	1205	HEATED-IN-PLACE THERMOPLASTIC PAVEMENT MARKING CHARACTER	23	EA	$ 85.00	$ 1,955.00
89	4726110000-E	1205	HEATED-IN-PLACE THERMOPLASTIC PAVEMENT MARKING SYMBOL	23	EA	$ 450.00	$ 10,350.00
90	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	59776	LF	$ 0.13	$ 7,770.88
91	4820000000-E	1205	PAINT PAVEMENT MARKING LINES (8")	275	LF	$ 2.00	$ 550.00
92	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	120	LF	$ 3.00	$ 360.00

LINE NO.	MASTER ITEM NO.	SEC. NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
93	4891000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (16", 90 MILS)	160	LF	$ 7.00	$ 1,120.00
94	4891000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 90 MILS)	1230	LF	$ 8.00	$ 9,840.00
95	4892000000-N	1205	THERMOPLASTIC 24" YIELD LINE TRIANGLE (90MILS)	60	EA	$ 48.00	$ 2,880.00
96	5872500000-E	1550	BORE AND JACK OF 15" WELDED STEEL PIPE	44	LF	$ 377.91	$ 16,628.04
97	5872500000-E	1550	BORE AND JACK OF 18" WELDED STEEL PIPE	36	LF	$ 429.11	$ 15,447.96
98	5872500000-E	1550	BORE AND JACK OF 24" WELDED STEEL PIPE	116	LF	$ 413.76	$ 47,996.16
99	5888000000-E	SP	4" SCHEDULE 40 PVC CONDUIT W/2 EACH ELBOWS & CAPS	160	LF	$ 30.00	$ 4,800.00
100	6000000000-E	1605	TEMPORARY SILT FENCE	11610	LF	$ 1.80	$ 20,898.00
101	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	3525	TON	$ 35.00	$ 123,375.00
102	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	325	TON	$ 40.00	$ 13,000.00
103	6012000000-E	1610	SEDIMENT CONTROL STONE	3360	TON	$ 35.00	$ 117,600.00
104	6015000000-E	1615	TEMPORARY MULCHING	22.5	ACR	$ 1,150.00	$ 25,875.00
105	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	1500	LB	$ 1.50	$ 2,250.00
106	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEEDING	8.5	TON	$ 1,000.00	$ 8,500.00
107	6024000000-E	1622	TEMPORARY SLOPE DRAINS	200	LF	$ 18.88	$ 3,776.00
108	6030000000-E	1630	SILT EXCAVATION	4730	CY	$ 8.41	$ 39,779.30
109	6036000000-E	1631	MATTING FOR EROSION CONTROL	710	SY	$ 1.85	$ 1,313.50
110	6037000000-E	SP	COIR FIBER MAT	20	SY	$ 8.50	$ 170.00
111	6038000000-E	SP	PERMANENT SOIL REINFORCEMENT MAT	85	SY	$ 3.50	$ 297.50
112	6071012000-E	SP	COIR FIBER WATTLE	710	LF	$ 5.00	$ 3,550.00
113	6071020000-E	SP	POLYACRYLAMIDE (PAM)	180	LB	$ 8.00	$ 1,440.00
114	6071030000-E	1640	COIR FIBER BAFFLE	105	LF	$ 3.50	$ 367.50
115	6071050000-E	SP	1-1/2" SKIMMER	1	EA	$ 4,791.40	$ 4,791.40
116	6084000000-E	1660	SEEDING & MULCHING	21	ACR	$ 1,675.00	$ 35,175.00
117	6087000000-E	1660	MOWING	12	ACR	$ 75.00	$ 900.00
118	6090000000-E	1661	SEED FOR REPAIR SEEDING	250	LB	$ 2.50	$ 625.00
119	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.75	TON	$ 1,000.00	$ 750.00
120	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	475	LB	$ 2.50	$ 1,187.50
121	6108000000-E	1665	FERTILIZER TOPDRESSING	14.25	TON	$ 1,000.00	$ 14,250.00

LINE NO.	MASTER ITEM NO.	SEC. NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
122	6114500000-N	1667	SPECIALIZED HAND MOWING	10	MHR	$ 100.00	$ 1,000.00
123	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	25	EA	$ 250.00	$ 6,250.00
124	6132000000-N	SP	CONCRETE WASHOUT STRUCTURE	2	EA	$ 1,405.32	$ 2,810.64
125	7048500000-E	1705	PEDESTRIAN SIGNAL HEAD (16", 1SECTION W/COUNTDOWN)	8	EA	$ 800.00	$ 6,400.00
126	7060000000-E	1705	SIGNAL CABLE	4800	LF	$ 2.65	$ 12,720.00
127	7120000000-E	1705	VEHICLE SIGNAL HEAD (12", 3 SECTION)	15	EA	$ 790.00	$ 11,850.00
128	7132000000-E	1705	VEHICLE SIGNAL HEAD (12", 4 SECTION)	3	EA	$ 1,050.00	$ 3,150.00
129	7144000000-E	1705	VEHICLE SIGNAL HEAD (12", 5 SECTION)	1	EA	$ 1,190.00	$ 1,190.00
130	7264000000-E	1710	MESSENGER CABLE (3/8")	275	LF	$ 4.10	$ 1,127.50
131	7300000000-E	1715	UNPAVED TRENCHING (1 conduit, 2 inch)	110	LF	$ 7.80	$ 858.00
132	7300000000-E	1715	UNPAVED TRENCHING (2 conduits, 2 inch)	24	LF	$ 9.00	$ 216.00
133	7300000000-E	1715	UNPAVED TRENCHING (3 conduits, 2 inch)	15	LF	$ 15.00	$ 225.00
134	7300000000-E	1715	UNPAVED TRENCHING (4 conduits, 2 inch)	25	LF	$ 20.00	$ 500.00
135	7301000000-E	1715	DIRECTIONAL DRILL (1 conduits, 2 inch)	60	LF	$ 21.00	$ 1,260.00
136	7301000000-E	1715	DIRECTIONAL DRILL (2 conduits, 2 inch)	55	LF	$ 24.00	$ 1,320.00
137	7301000000-E	1715	DIRECTIONAL DRILL (3 conduits, 2 inch)	180	LF	$ 25.00	$ 4,500.00
138	7324000000-N	1716	JUNCTION BOX (STANDARD SIZE)	5	EA	$ 360.00	$ 1,800.00
139	7348000000-N	1716	JUNCTION BOX (OVER-SIZED, HEAVY DUTY)	5	EA	$ 810.00	$ 4,050.00
140	7360000000-N	1720	WOOD POLE	2	EA	$ 1,100.00	$ 2,200.00
141	7372000000-N	1721	GUY ASSEMBLY	5	EA	$ 400.00	$ 2,000.00
142	7420000000-E	1722	2" RISER WITH WEATHERHEAD	2	EA	$ 545.00	$ 1,090.00
143	7444000000-E	1725	INDUCTIVE LOOP SAWCUT	1880	LF	$ 6.75	$ 12,690.00
144	7456000000-E	1726	LEAD-IN CABLE (14-2)	2200	LF	$ 1.70	$ 3,740.00
145	7575142010-N	1736	900MHZ SERIAL/ETHERNET SPREAD SPECTRUM RADIO	4	EA	$ 4,400.00	$ 17,600.00
146	7588000000-N	SP	METAL POLE WITH SINGLE MAST ARM	1	EA	$ 13,800.00	$ 13,800.00
147	7590000000-N	SP	METAL POLE WITH DUAL MAST ARM	1	EA	$ 23,800.00	$ 23,800.00
148	7613000000-N	SP	SOIL TEST	2	EA	$ 1,800.00	$ 3,600.00
149	7614100000-E	SP	DRILLED PIER FOUNDATION	12	CY	$ 990.00	$ 11,880.00
150	7631000000-N	SP	MAST ARM WITH METAL POLE DESIGN	2	EA	$ 317.00	$ 634.00
151	7636000000-N	1745	SIGN FOR SIGNALS	11	EA	$ 345.00	$ 3,795.00
152	7642100000-N	1743	TYPE I POST WITH FOUNDATION	1	EA	$ 1,700.00	$ 1,700.00

LINE NO.	MASTER ITEM NO.	SEC. NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
153	7642200000-N	1743	TYPE II PEDESTAL WITH FOUNDATION	4	EA	$ 2,000.00	$ 8,000.00
154	7675000000-N	1747	LED BLANKOUT SIGN	1	EA	$ 3,300.00	$ 3,300.00
155	7684000000-N	1750	SIGNAL CABINET FOUNDATION	1	EA	$ 990.00	$ 990.00
156	7696000000-N	1751	CONTROLLER WITH CABINET (TYPE 2070E, BASE MOUNTED)	1	EA	$ 12,917.00	$ 12,917.00
157	7744000000-N	1751	DETECTOR CARD (TYPE 170)	4	EA	$ 120.00	$ 480.00
158	7901000000-N	1753	CABINET BASE EXTENDER	1	EA	$ 360.00	$ 360.00
159	7980000000-N	SP	PROTECTIVE COATING FOR DOUBLE MAST ARM WITH METAL POLE	1	EA	$ 2,650.00	$ 2,650.00
160	7980000000-N	SP	PROTECTIVE COATING FOR SINGLE MAST ARM WITH METAL POLE	1	EA	$ 1,270.00	$ 1,270.00
			TOTAL ROADWAY BID				**$ 10,831,592.66**

LINE NO.	MASTER ITEM NO.	SEC. NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
161	5325000000-E	1510	1-1/2" WATER LINE	2	LF	$ 36.00	$ 72.00
162	5325200000-E	1510	2" WATER LINE	92	LF	$ 40.00	$ 3,680.00
163	5325200000-E	1510	6" WATER LINE	512	LF	$ 55.00	$ 28,160.00
164	5325800000-E	1510	8" WATER LINE	10,508	LF	$ 75.00	$ 788,100.00
165	5326000000-E	1510	10" WATER LINE	34	LF	$ 80.00	$ 2,720.00
166	5326200000-E	1510	12" WATER LINE	1,770	LF	$ 120.00	$ 212,400.00
167	5327400000-E	1510	24" WATER LINE	4,375	LF	$ 258.00	$ 1,128,750.00
168	5325000000-E	1510	36" WATER LINE	48	LF	$ 550.00	$ 26,400.00
169	5329000000-E	1510	DUCTILE IRON WATER PIPE FITTINGS	77,100	LB	$ 1.50	$ 115,650.00
170	5540000000-E	1515	6" VALVE	26	EA	$ 1,700.00	$ 44,200.00
171	5546000000-E	1515	8" VALVE	55	EA	$ 2,400.00	$ 132,000.00
172	5558000000-E	1515	12" VALVE	11	EA	$ 4,400.00	$ 48,400.00
173	5559400000-E	1515	24" VALVE	2	EA	$ 17,000.00	$ 34,000.00
174	5534000000-E	1515	36" VALVE	2	EA	$ 38,000.00	$ 76,000.00
175	5571600000-E	1515	6" TAPPING SLEEVE & VALVE	1	EA	$ 6,500.00	$ 6,500.00
176	5589100000-E	1515	1" AIR RELEASE VALVE	1	EA	$ 2,500.00	$ 2,500.00
177	5643100000-E	1515	3/4" WATER METER	56	EA	$ 800.00	$ 44,800.00
178	5649000000-N	1515	RECONNECT WATER METER	30	EA	$ 900.00	$ 27,000.00
179	5666000000-N	1515	FIRE HYDRANT	16	EA	$ 7,000.00	$ 112,000.00
180	5673000000-E	1515	FIRE HYDRANT LEG	272	LF	$ 50.00	$ 13,600.00
181	5678400000-E	1515	6" LINE STOP	12	EA	$ 11,000.00	$ 132,000.00

LINE NO.	MASTER ITEM NO.	SEC. NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
182	5678600000-E	1515	8" LINE STOP	10	EA	$ 14,000.00	$ 140,000.00
183	5678800000-E	1515	10" LINE STOP	3	EA	$ 16,000.00	$ 48,000.00
184	5678000000-E	1515	36" LINE STOP	2	EA	$ 60,000.00	$ 120,000.00
185	5686500000-E	1515	WATER SERVICE LINE	1,251	LF	$ 15.00	$ 18,765.00
186	5691300000-E	1520	8" SANITARY GRAVITY SEWER	516	LF	$ 80.00	$ 41,280.00
187	5709400000-E	1520	8" FORCE MAIN SEWER	20	LF	$ 60.00	$ 1,200.00
188	5709500000-E	1520	10" FORCE MAIN SEWER	2,024	LF	$ 125.00	$ 253,000.00
189	5768000000-N	1520	SANITARY SEWER CLEAN-OUT	2	EA	$ 1,000.00	$ 2,000.00
190	5768500000-E	1520	SEWER SERVICE LINE	96	LF	$ 55.00	$ 5,280.00
191	5775000000-E	1525	4' DIA UTILITY MANHOLE	6	EA	$ 2,920.00	$ 17,520.00
192	5781000000-E	1525	UTILITY MANHOLE WALL 4' DIA	10	LF	$ 300.00	$ 3,000.00
193	5798000000-E	1530	ABANDON 1-1/2" UTILITY PIPE	293	LF	$ 5.00	$ 1,465.00
194	5798000000-E	1530	ABANDON 2" UTILITY PIPE	991	LF	$ 6.00	$ 5,946.00
195	5800000000-E	1530	ABANDON 6" UTILITY PIPE	8,737	LF	$ 8.00	$ 69,896.00
196	5801000000-E	1530	ABANDON 8" UTILITY PIPE	4,839	LF	$ 10.00	$ 48,390.00
197	5802000000-E	1530	ABANDON 10" UTILITY PIPE	1,778	LF	$ 12.00	$ 21,336.00
198	5804000000-E	1530	ABANDON 12" UTILITY PIPE	26	LF	$ 13.00	$ 338.00
199	5798000000-E	1530	ABANDON 36" UTILITY PIPE	18	LF	$ 45.00	$ 810.00
200	5815000000-N	1530	REMOVE WATER METER	57	EA	$ 500.00	$ 28,500.00
201	5815500000-N	1530	REMOVE FIRE HYDRANT	14	EA	$ 650.00	$ 9,100.00
202	5816000000-N	1530	ABANDON UTILITY MANHOLE	3	EA	$ 750.00	$ 2,250.00
203	5828000000-N	1530	REMOVE UTILITY MANHOLE	4	EA	$ 1,100.00	$ 4,400.00
204	5835800000-E	1540	16" ENCASEMENT PIPE	60	LF	$ 120.00	$ 7,200.00
205	5835800000-E	1540	18" ENCASEMENT PIPE	234	LF	$ 130.00	$ 30,420.00
206	5872500000-E	1550	BORE AND JACK OF 18"	229	LF	$ 499.95	$ 114,488.55
207		SP	EJ PRESCOTT STYLE 501 COUPLING OR EQUAL	2	EA	$ 20,000.00	$ 40,000.00
208		SP	TEMPORARY BYPASS PUMPING	1	LS	$ 150,000.00	$ 150,000.00
209		SP	RAILROAD PROTECTIVE LIABILITY INSURANCE	1	LS	$ 5,000.00	$ 5,000.00
210		SP	CATHODIC PROTECTION ON 24" WATER MAIN	1	LS	$ 100,000.00	$ 100,000.00
			TOTAL WATER/SEWER BID				$ 4,268,516.55

LINE NO.	MASTER ITEM NO.	SEC. NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
			TOTAL ROADWAY BID				$ 10,831,592.66
			TOTAL PROJECT BID				$ 15,100,109.21

NOTE: In case of discrepancy between the 'downloaded/bound pdf' itemized proposal and the EXCEL version, the original 'downloaded/bound pdf itemized proposal shall govern.

Blythe Construction Inc. March 24, 2021

Company Name Date

Allen Hendricks, Vice President

Print Name Title

Signature

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/31/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Willis Towers Watson Midwest, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Insurance Company	16535
INSURER B: XL Specialty Insurance Company	37885
INSURER C: American Zurich Insurance Company	40142
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Blythe Construction, Inc.
P.O. Box 31635
Charlotte, NC 28231

COVERAGES **CERTIFICATE NUMBER:** W20515736 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:	Y	Y	GLO0184998-05	10/01/2020	10/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 15,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	BAP0184997-05	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 3,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE X DED RETENTION $ 10,000	Y	Y	US00064220LI20A	10/01/2020	10/01/2021	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC0184999-05	10/01/2020	10/01/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Contractors Equipment Leased/Rented/Borrowed Equipment Leased/Rented/Borrowed Equipment			CPP 8693791-00	10/01/2020	10/01/2021	Per Occurrence any one item Per occ. unscheduled	$75,000,000 $2,500,000 $2,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: U-5908 Huntersville Main St. Upgrades Project
Division/Branch: Charlotte/Construction

Umbrella Extends over the General Liability, Auto Liability and Workers' Compensation Employers' Liability.

Certificate Holder and Owner are included as Additional Insureds as respects to General Liability and Auto Liability,

CERTIFICATE HOLDER

Norfolk Southern Corporation and it's subsidiaries
Attn: Risk Manager
Three Commercial Place
Norfolk, VA 23510

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Charles T. Draper

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.	NAMED INSURED Blythe Construction, Inc. P.O. Box 31635 Charlotte, NC 28231
POLICY NUMBER See Page 1	
CARRIER See Page 1 — NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

where required by contract.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability and Auto Liability, where required by contract, and Workers Compensation, as permitted by law.

Umbrella is follow-form Primary policies, including Waiver of Subrogation and Additional Insured.

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Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO0184998-05	Effective Date: 10/01/2020

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss,except where such requirement is prohibited by law.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you

A. Section **II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated in such Schedule.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Additional Insured – Owners, Lessees Or Contractors – Completed Operations

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO0184998-05	Effective Date: 10/01/2020

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss,except where such requirement is prohibited by law.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program

Section **II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in such Schedule, performed for that additional insured and included in the "products-completed operations hazard".

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Waiver Of Subrogation (Blanket) Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO0184998-05	10/01/2020	10/01/2021		74044-000	$Included	$N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Coverage Extension Endorsement

ZURICH®

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP0184997-05	10/01/2020	10/01/2021		74044-000	Included	N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

   The following are also "insureds":

   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

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(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

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K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is $5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

   Temporary Substitute Autos – Physical Damage

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

   Temporary Substitute Autos – Physical Damage

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

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agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

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U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered “auto” is stolen and recovered, we will pay the cost of transport to return the “auto” to you. We will pay only for those covered “autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 10/01/20 Policy No. WC0184999-05 Endorsement No.

Insured : Eurovia USA, Inc. Premium $

Insurance Company : American Zurich Insurance Co. Countersigned by _____

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Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH®

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 0184998-05	10/01/2020	10/01/2021		74044000	**INCL**	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

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Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH®

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP0184997-05	10/01/2020	10/01/2021	10/01/2020	74044-000	Included	N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

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BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

PART SIX
CONDITIONS

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
   a. Must be provided to us prior to cancellation or non-renewal;
   b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
   c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
   a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
   b. At least 30 days prior to the effective date of:
      (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
      (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
   a. Extend the policy cancellation or non-renewal date;
   b. Negate the cancellation or non-renewal; or
   c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 10/01/20 Policy No. WC0184999-05 Endorsement No.
Insured: Eurovia USA, Inc. Premium $

Insurance Company: American Zurich Insurance Co.

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Town of Huntersville
Town Board
April 19, 2021

To: Town Board

From: Pattie Ellis

Date: April 19, 2021

Subject: Consider approving budget amendment increasing the price associated for the Main Street Project by $8,192,932, using $3,892,932 of General Fund Balance and $4,300,000 from Charlotte Water. *(Pattie McGinnis)*

EXPLAIN REQUEST:

The Town has opened general contractor bids on the Main Street Project. Our cost associated with the General Contractor bid for construction and inspection cost exceeds available bond and grant funds by $3,892,932. In addition, the estimated cost of the water and sewer is $4,300,000 which is budgeted to be reimbursed by Charlotte Water. Therefore, this amendment increases the price associated for the Main Street project by $8,192,932, using $3,892,932 of General Fund Balance and $4,300,000 from
Charlotte Water.

ACTION RECOMMENDED:

Approve Budget Amendment

FINANCIAL IMPLICATIONS:

Decrease in general fund balance of $3,892,932.

ATTACHMENTS:

1. Capital Prj Ord- Main Street - Fund 95 2nd am

TOWN OF HUNTERSVILLE
SECOND AMENDMENT
MAIN STREET UPGRADE
CAPITAL PROJECT ORDINANCE

WHEREAS, it has been determined that G.S. 159-45 and related chapters allow local governments to finance capital projects through the use of General Obligation Bonds; and

WHEREAS, the citizens of Huntersville voted on November 6, 2012 and approved the Public Improvement Bonds voting 68.11% in favor and Street Bonds voting 67.86% in favor; and

WHEREAS, the Local Government Commission approved a three year extension on September 10, 2019 for the $17,850,000 Street Bonds and $7,150,000 of Public Improvement bonds authorized on November 6, 2012 of which $11,985,000 of Street Bonds and $3,575,000 of Public Improvement Bonds remain unissued, and

WHEREAS, the Board approved the Resolution to adopt the sale of $15,560,000 General Obligation Bonds on February 3, 2020, and

WHEREAS, the bonds were sold on February 19, 2020, and

WHEREAS, in accordance with North Carolina General Statute 159-13.2, the Town is authorized to establish a balanced project ordinance for projects involving the construction or acquisition of a capital asset; and

WHEREAS, on November 2, 2015 a project ordinance was adopted for the Main Street Project for the purchase of right of way, design and engineering, utility relocation, landscaping and construction costs ("Project Ordinance"); and

WHEREAS, the Project Ordinance was amended on May 18, 2020 for the purpose of incorporating the additional funding sources which are the 2020 Bonds issued and the Bonus Allocation funds for the continued purchase of right of way, design and engineering, utility relocation, landscaping, construction and bond issuance costs; and

WHEREAS, the Project Ordinance needs to be amended for the purpose of incorporating the additional funding sources which are the General Fund Balance, the Bonus Allocation funds and contribution from Charlotte Water for the continued purchase of right of way, design and engineering, utility relocation, landscaping, construction and water and sewer improvements; and

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Huntersville that a Project Ordinance is hereby amended as follows: .

SECTION 1. The Main Street project authorized the upgrading of Main Street and providing connections to NC 115 at Mt. Holly-Huntersville Road and Fourth Street and related NC DOT municipal agreements have been executed.

SECTION 2. The officers of the unit are hereby directed to proceed with the capital project within the terms of the bond resolution, grant documents, and the budget contained herein. Such authorization includes but is not limited to bidding, awarding and entering into contracts as necessary to carry out the capital project as allowed by law and after review by the Town Attorney for compliance with lawful procedures.

SECTION 3. The following amounts are appropriated for the project:

	11/2/2015 Original Budget	5/18/2020 First Amendment	4/19/2021 Second Amendment	Total Budget
Contruction, Utility relocation, purchase of right of way, design and engineering and landscaping and bond issuance cost				
TOTAL PROJECT COSTS	$ 9,000,000	$ 10,523,945	$ 8,242,932	$ 27,766,877

SECTION 4. The following revenues are anticipated to be available to complete this project:

	11/2/2015 Original Budget	5/18/2020 First Amendment	4/19/2021 Second Amendment	Total Budget
2016 Bonds Issued	$ 4,000,000	$ -		$ 4,000,000
2020 Bonds Issued	-	2,939,945		2,939,945
Grant Fund	5,000,000	7,584,000	50,000	12,634,000
General Fund Balance	-	-	3,892,932	3,892,932
Contribution from Charlotte Water			4,300,000	4,300,000
TOTAL REVENUE	$ 9,000,000	$ 10,523,945	$ 8,242,932	$ 27,766,877

SECTION 5. Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Board, and to the Budget Officer and the Finance Officer for direction in carrying out this project

Duly Adopted this 19th day of April 19, 2021.

Town of Huntersville
Town Board
April 19, 2021

To: Town Board

From: Janet Pierson, Town Clerk

Date: April 19, 2021

Subject: Approve the minutes of the March 1, 2021 Regular Town Board Meeting. *(Janet Pierson)*

EXPLAIN REQUEST:
Consider approving the minutes of the March 1, 2021 Regular Town Board Meeting.

ACTION RECOMMENDED:
Approve Minutes

FINANCIAL IMPLICATIONS:
N/A

ATTACHMENTS:
1. Draft Minutes

TOWN OF HUNTERSVILLE
TOWN BOARD MEETING
MINUTES

March 1, 2021 (Virtual)
6:00 p.m. – Hosted from Huntersville Town Hall

PRE-MEETING

None

REGULAR MEETING (VIRTUAL)
TOWN OF HUNTERSVILLE
BOARD OF COMMISSIONERS

The Regular Meeting of the Huntersville Board of Commissioners (Virtual) was hosted at the Huntersville Town Hall at 6:00 p.m. on March 1, 2021.

GOVERNING BODY MEMBERS VIRTUALLY PRESENT: Mayor John Aneralla; Commissioners Melinda Bales, Dan Boone, Brian Hines, Lance Munger, Stacy Phillips and Nick Walsh.

Mayor Aneralla stated this meeting is being held both in person at the Huntersville Recreation Center on Verhoeff Road as well as livestreamed on Facebook Live. The Board of Commissioners are participating remotely. The public has been invited to attend and comment during the public comments or during any of the public hearings (1) in person at the Huntersville Recreation Center or (2) by telephonic communication in accordance with instructions sent to persons who have registered with the Town Clerk no later than 3 p.m. today. The public may also submit comments by e-mail to the Town Clerk at jpierson@huntersville.org. For public hearings only, e-mailed comments may continue to be submitted until 24 hours after the close of the public hearing.

Mayor Aneralla called the meeting to order.

Mayor Aneralla called for a Moment of Silence.

Mayor Aneralla led the Pledge of Allegiance.

MAYOR AND COMMISSIONER REPORTS – STAFF QUESTIONS

Mayor Aneralla

- Huntersville was second last week in the Mayor's Fitness Challenge.
- Mayor's Luncheon is March 16.
- Visited the Colonial Pipeline site last week with representatives from Colonial Pipeline, North Carolina Department of Environmental Quality, Mecklenburg County and County Commissioner Elaine Powell. NCDEQ issued a letter to Colonial Pipeline listing 22 corrective actions.

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Commissioner Bales

- Lake Norman Economic Development Corporation currently has 32 active projects in Huntersville, which is roughly 57 percent of LNEDC's total project list. The breakdown is twenty-two are first contact, three are following up, three are scheduling a visit and four we are a finalist.

Commissioner Boone

- Next virtual meeting of the Huntersville Ordinances Advisory Board is March 4.
- Provided update from the Lake Norman Chamber of Commerce.
- The Toyota dealership in Huntersville donated $1,500 to the Huntersville Police Department for the purchase of bulletproof vests for the two new K9s. Congratulated Detective Rick Rojas who retired after 35 years in law enforcement.
- Next week is Severe Weather Preparedness Week.

Commissioner Hines

- Next meeting of the Charlotte Regional Transportation Planning Organization is March 17.

Commissioner Munger

- Shake Shack opens tomorrow in Huntersville.
- Consider donating to local non-profits.

Commissioner Phillips

- Project Outpour will be located at Angels and Sparrows Soup Kitchen with their shower truck on Mondays.

Mayor Aneralla announced the groundbreaking for Carolina Farm Trust is Friday.

Commissioner Walsh

- Next meeting of the Public Art Commission is March 10.
- Huntersville Regional Chamber will hold a ribbon cutting at the new Shake Shack tomorrow.
- Provided update from Visit Lake Norman.
- Provided update from the Planning Board Communications Subcommittee.

PUBLIC COMMENTS, REQUESTS, OR PRESENTATIONS

Mayor Aneralla proclaimed April as Child Abuse Prevention Month.

Town of Huntersville
Proclamation

WHEREAS, children are vital to our state's future success, prosperity, and quality of life as well as being our most vulnerable assets; and

WHEREAS, all children deserve to have safe, stable, nurturing, and healthy homes and communities that foster their well-being; and

WHEREAS, child abuse and neglect is a public responsibility affecting both the current and future quality of life of a state; and

WHEREAS, parents need support and resources to cope with stress and nurture their children to grow to their full potential; and

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WHEREAS, effective child abuse prevention strategies succeed because of partnerships created among citizens, human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community.

NOW, **THEREFORE**, I, John Aneralla, Mayor of Huntersville, North Carolina do hereby proclaim April 2021 as ***Child Abuse Prevention Month*** and call upon all citizens, community agencies, faith groups, medical facilities, elected leaders and businesses to increase their participation in efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.

IN WITNESS WHEREOF, I do hereby set my hand and cause the Seal of the Town of Huntersville to be affixed, this the 1st day of March, 2021.

AGENDA CHANGES

Commissioner Bales stated we would like to do Item 8.D Consider appointment of chair to the Huntersville Ordinances Advisory Board; Item 8.E will be Consider appointments to the Huntersville Ordinances Advisory Board; and 8.F will be consider appointment of the Town Board representative to the Huntersville Ordinances Advisory Board.

Commissioner Hines made a motion to adopt the agenda, as amended.

Commissioner Bales seconded motion.

Mayor Aneralla called for the roll call vote.

Commissioner Bales – Approve
Commissioner Boone – Approve
Commissioner Hines – Approve
Commissioner Munger – Approve
Commissioner Phillips – Approve
Commissioner Walsh – Approve

PUBLIC HEARINGS

Petition #TA21-02. Mayor Aneralla called to order public hearing to consider the proposed repeal of Chapter 13 of the Town Zoning Ordinance, the Adequate Public Facilities Ordinance (APFO), and related references contained in the Zoning and Subdivision Ordinances.

Dave Hill, Principal Planner, reviewed request. Town staff recommends repeal of Town of Huntersville Adequate Public Facilities Ordinance (APFO), Chapter 13 of the Town of Huntersville Zoning Ordinance (adopted in December 2007). Any other references to the APFO in other regulations (such as the Town's Zoning Ordinance or Subdivision Regulations) should also be removed. The purpose of the ordinance is to prevent the approval of development proposals if the service capacity of the Town's Police, Fire, or Parks & Recreation departments fall below certain capacity levels and to provide a capital facilities planning tool. There are several reasons for the recommendation to repeal the APFO. First, the APFO requirements have never triggered the delay or denial of a development application since its adoption. Second, the affected departments no longer use the APFO, and have opted to use different measures to determine proper service levels and future capital needs. Third, the Town Manager and Board of Commissioners employ a budget review and adoption process that allows better flexibility and more comprehensive treatment of public facilities than does the APFO. Fourth, the database required under the APFO requires considerable maintenance by Town staff that is not yielding any meaningful results.

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As part of the Staff Report there are two ordinances for your consideration and that is scheduled on April 19, unless that changes in the future. There's a repealing of Article 13 which is the actual body of the APFO and then there are some other references in the Huntersville Zoning Ordinance as well as in the Huntersville Subdivision Ordinance that simply remove those references. We would recommend that you adopt those when the time comes. The scheduling so far is to plan for a March 23 Planning Board review and then final action to be considered by the Board of Commissioners on April 19.

Staff PowerPoint presentation attached hereto as Exhibit No. 1.

There being no comments, Mayor Aneralla closed the public hearing.

Property be Held for Resale. Mayor Aneralla called to order public hearing to declare property be held for resale pursuant to N.C.G.S. 158-7.1(b)(2).

Emily Sloop, Town Attorney, explained that the resolution, if adopted after the public hearing, is declaring certain property to be held for resale for commercial or industrial purposes pursuant to state statute.

Resolution attached hereto as Exhibit No. 2.

There being no comments, Mayor Aneralla closed the public hearing.

OTHER BUSINESS

Resolution – Property be Held for Resale. Commissioner Walsh made a motion to adopt a resolution to declare property be held for resale pursuant to NCGS 158-7.1(b)(2).

Commissioner Bales seconded motion.

Mayor Aneralla called for a roll call vote.

Commissioner Bales – Approve
Commissioner Boone – Approve
Commissioner Hines – Approve
Commissioner Munger – Approve
Commissioner Phillips – Approve
Commissioner Walsh – Approve

Resolution attached hereto as Exhibit No. 3.

Petition #R20-04. Petition #R20-04 is a request by Palillo Holdings, LLC to Rezone +/- 37.19 acres at the Southwest corner of Hambright Road and Statesville Road from Corporate Business to Corporate Business Conditional District, Transit-Oriented Development Residential Conditional District, and Highway Commercial Conditional District for a mixed-use development with commercial, apartments, hotel, and flex space; (Parcels: 01704401, 01704402, 01704403,01704404, 01704406, 01704407, 01704409).

Brian Richards, Assistant Planning Director, reviewed the Staff Report. Previously the plan had requested a large approximately 965' buffer reduction for Alternate A along the southern portion of the

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project. For Alternate A the applicant is offering the full 50' buffer at this time. For Alternate B, which is the Race Shop option, originally there was that same 965' buffer. They have now requested a 325' buffer in this area. In this area where it is already thinly treed, they are basically asking not to plant that buffer and leave it as it is today. There may be a little bit of thinning on the property for some grading, but there will be no tree removal in the I-77 right-of-way. Elevations have been provided by the developer. There was also a request to show what potential apartments may look like. These are the renderings that were given to staff late last week. There are some standard notes in there that allows for some flexibility and design considerations once the applicant has a tenant lined up. These are very consistent, similar to what we received on other projects such as the Birkdale driving range.

Mr. Richards entered his Staff Report into the record. *Staff Report and PowerPoint attached hereto as Exhibit No. 4.*

Commissioner Hines said before on the apartment area we saw there's a buffer waiver that they were looking for. Are they not asking for that now. Is that just because it looks like the parking lot is up against those or just in a greenway through there as well, a walking trail, is there just going to be light thinning there just for the parking lot than if you replanted.

Mr. Richards said yes, that is what they are offering and staff is comfortable with that. They are going to need to install a retaining wall for that parking lot and so there would need to be some temporary encroachment and that would be replanted once that parking lot is built.

Commissioner Hines said we heard at the last meeting if the race team decided not to come to this site, they would be willing to put in that buffer, is that correct.

Mr. Richards said what they are asking is for that buffer to remain as is today, at 325' in that area. The applicant is not willing to offer to replant that. I think that would potentially harm the future sale of the site if the race team were to leave.

Commissioner Hines said what if the race team were to never be built.

Mr. Richards said if the race team were never to be built and they went with Option A with some flex-space, the hotel and potential commercial, that would be a planted buffer.

Commissioner Bales said with the 325' space, what about the landscaping through there. What are they looking at. If you're going to be able to see in, is the proposal flowers and bushes and grass. What does that look like?

Mr. Richards said they are proposing to have a grass area as we get further along into construction plan documents. I have worked with Mr. Palillo in the past. I'm sure there will be some sort of light landscaping back there. He likes to use landscaping in his projects, but mainly it will be grass and you would be able to see this western elevation along the interstate. The one thing Mr. Palillo did offer is if the race team were to construct and then for whatever reason leave the site, they would keep that maintained and they would not have any outdoor storage at that facility.

Commissioner Boone made a motion to approve Rezoning Petition #R20-04 Statesville Road Mixed-use if the staff and the TIA comments are addressed. The Petition is consistent with Policy LU 2.1, LU 5.1, LU 6.1, LU 7.1, LU 8.3, EV 1.2 and EV 1.3 of the 2040 Community Plan. Conditional approval is reasonable and in the public interest as the rezoning is consistent with the existing development in the area and the

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proposed density of 15.25 units per acre is in keeping with the requirements of the TOD-R Zoning District. The non-residential uses are consistent with other development in the area. Regarding the request for modifications, the Town Board approves the requested modification No. 1 for the buffer rear yard reduction and No. 3 for the side yard parking which are in keeping with the spirit of the ordinance. The Town Board also approves modification No. 2 for I-77 buffer disturbance by installing a pond with a fountain sprayer between the building and I-77. Any disturbance should be kept to the 325'. The landscaping needs to be grass and other form of landscape that the Planning staff approves and will be well maintained. No outside storage buildings will be permitted.

Commissioner Munger seconded motion.

Commissioner Bales said I just want to make sure that we are not setting a new standard so that if other development along 77 were to request to come in and they reference this that we still are in control as a Board. I feel like I'm throwing this industry under the bus, but let's say a car dealership with nice architecture wants to clear off the buffer, that we have the ability to still say no. We made an exception per say in this particular instance, but that's not what we are looking for holistically within the Town limits.

Mr. Richards said in the area that they are asking for relief of the buffer, it is already sparse. If you look up and down I-77, most of that area is heavily wooded and if you look at the overall length of this project, it's almost 3,000' long and that 325' roughly counts for about 12 percent of their frontage. It's a very low percentage. If you are looking at setting some sort of precedent, we would always look at any new requests and compare that back to what was granted here and the 12 percent is not a whole lot.

Commissioner Munger said I think this is a genuinely unique opportunity to showcase what Huntersville is capable of and I personally can't wait to see it built. If anything, I think it will tell everyone that we are open for business.

Emily Sloop, Town Attorney, said I just wanted to clarify that with conditional rezonings only, conditions that are mutually agreed upon by the local governing body, as well as the party that is applying for the conditional rezoning, would be allowed in a conditional rezoning. Each of the conditional rezonings are analyzed on a case-by-case basis.

Jake Palillo, Petitioner, said I'm happy with what you've got and I don't have anything unless you have any questions for me.

Mayor Aneralla called for a roll call vote to approve Petition #R20-04.

Commissioner Bales – Approve
Commissioner Boone – Approve
Commissioner Hines – Approve
Commissioner Munger – Approve
Commissioner Phillips – Approve
Commissioner Walsh – Approve

Ordinance Amendment – "Animals." Commissioner Phillips explained the proposed ordinance to amend Chapter 94 of the Huntersville Code of Ordinances entitled "Animals," will set minimum standards for breeders in the community. While it's not a puppy mill bill, it does help set standards and potentially prevent the abuse of animals. We don't have that in this community. It's being more

DRAFT

preemptive, so that if something bad ever does happen, we're giving our law enforcement a tool to use and that way we are just being a more steadfast and kinder community in general.

Emily Sloop, Town Attorney, said this is specific to breeders and also sets standards for when breeders have five or more female dogs or cats that they are breeding.

Commissioner Munger said possibly the only issue I have with this ordinance is in regards to the number of animals to meet this threshold being at five or more female cats or dogs capable of reproduction. Did we take into consideration possibly lowering that number to three or four or why five.

Ms. Sloop said we looked at what jurisdictions were doing and they ranged anywhere from one or more up to ten, so we took the middle ground which was around five.

Commissioner Phillips said I think five is a fair number.

Commissioner Munger said one of the things that came out of this was that currently in the Town of Huntersville we are required to register pets and I for one can say that I haven't actually registered my pet and it's part of this ordinance and I would like to see us kick this back to the Ordinances Advisory Board to determine what was the original intent for requiring people to register their pets and is it still necessary and can we remove that from this.

Commissioner Bales said before we move forward, I did want to reference Commissioner Munger's last question. We have already started discussions around the update of that ordinance, so it's not necessary to go back to the Ordinances Advisory Board. Commissioner Phillips and Ms. Sloop and I will be working on that, along with Chief, to clean that verbiage up.

Commissioner Walsh said I'm going to be in support of this. I hope that we give the Police Department additional resources. I think right now about 58 percent of the animal calls are being answered by HPD regular officers, so we're clearly in need of another animal control officer and hopefully we don't have a lot of problems because this is an additional burden on HPD with the passage of this ordinance.

Commissioner Phillips said I'm ready to make a motion and I'm doing it as a proud mom of a puppy mill dog who passed away the week after I got sworn in. Her name was penny. She's one of many that I have met in Huntersville so I just wanted to put that out there that this does have basis, not in our community thank goodness, but I want to thank all the people out there who have adopted animals from these situations who really brought this to my attention over the last 10 years. I would like to make a motion to amend Chapter 94 of the Huntersville Code of Ordinances entitled "Animals."

Commissioner Bales seconded motion.

Mayor Aneralla called for a roll call vote.

Commissioner Bales – Approve
Commissioner Boone – Approve
Commissioner Hines – Approve
Commissioner Munger – Approve
Commissioner Phillips – Approve
Commissioner Walsh – Approve

DRAFT

Ordinance attached hereto as Exhibit No. 5.

Huntersville Ordinances Advisory Board Chair Appointment. Mayor Aneralla called for nominations for Chair of the Huntersville Ordinances Advisory Board.

Commissioner Bales nominated Matt Jones.
Commissioner Boone nominated Matt Jones.
Commissioner Hines nominated Matt Jones.
Commissioner Munger nominated Matt Jones.
Commissioner Phillips nominated Matt Jones.
Commissioner Walsh nominated Matt Jones.

Mayor Aneralla called for a roll call vote to appoint Matt Jones as Chair of the Huntersville Ordinances Advisory Board.

Commissioner Bales – Approve
Commissioner Boone – Approve
Commissioner Hines – Approve
Commissioner Munger – Approve
Commissioner Phillips – Approve
Commissioner Walsh – Approve

Appointment to Huntersville Ordinances Advisory Board. Jack Simoneau, Planning Director, explained the Town Board decided last year to for this upcoming year instead of having two representatives on the Huntersville Ordinances Advisory Board, have one representative and that's going to mean that there's one open position on the Huntersville Ordinances Advisory Board. In your agenda packet you have applications from individuals who put their name in the hat and wanted to be considered for this position and that's the nature of why we are here tonight and then also to make an appointment of one Town Board member to the Ordinances Advisory Board.

Commissioner Bales nominated Kathy Jones.
Commissioner Boone nominated Kathy Jones.
Commissioner Hines nominated Kathy Jones.
Commissioner Munger nominated Kathy Jones.
Commissioner Phillips nominated Kathy Jones
Commissioner Walsh nominated Kathy Jones

Mayor Aneralla called for roll call vote to appoint Kathy Jones to the Huntersville Ordinances Advisory Board.

Commissioner Bales – Approve
Commissioner Boone – Approve
Commissioner Hines – Approve
Commissioner Munger – Approve
Commissioner Phillips – Approve
Commissioner Walsh – Approve

DRAFT

Appointment of Town Board Representative to Huntersville Ordinances Advisory Board.
Commissioner Boone said I want to say thank you to all the members on this committee. This has been a great learning experience for me. I've enjoyed every moment I've been on that board. Anybody could have been the chairman of this committee. They are all professionals. They know what they are talking about and I think the good thing about this meeting is we kind of set the tone of every meeting is 90 minutes and Jack has had the agenda down almost within 5 minutes of every meeting. I would like to make a motion to appoint Commissioner Lance Munger as a representative of the Town Board to the HOAB.

Commissioner Walsh seconded motion.

Mayor Aneralla called for a roll call vote to appoint Commissioner Munger as the Town Board representative on the Huntersville Ordinances Advisory Board.

Commissioner Bales – Approve
Commissioner Boone – Approve
Commissioner Hines – Approve
Commissioner Munger – Approve
Commissioner Phillips – Approve
Commissioner Walsh – Approve

CONSENT AGENDA

Commissioner Boone made a motion to approve the Consent Agenda. Commissioner Munger seconded motion.

- Minutes of the January 4, 2021 Regular Town Board Meeting.
- Minutes of the January 19, 2021 Regular Town Board Meeting.
- Mecklenburg County Tax Refund Report. *Tax Refund Report attached hereto as Exhibit No. 6.*
- Budget amendment appropriating Bradford Park Capital Reserve revenue in the amount of $15,000 to the Contract Services – Bradford Park Expense Account for backstop repairs at Bradford Park.
- Budget amendment appropriating Insurance Proceeds in the amount of $448.94 to Huntersville Volunteer Fire Department account due to a sprinkler malfunction causing water damage at the Fire Station on McIlwaine Road.
- Contract to Audit Accounts with Martin Starnes & Associates, CPAs, P.A. for Fiscal Year Ending June 30, 2021. *Contract attached hereto as Exhibit No. 7.*
- Resolution to approve the awarding of a service firearm to a retiring law enforcement member. *Resolution attached hereto as Exhibit No. 8.*

CLOSING COMMENTS

Commissioner Boone I'd like to make a comment from the retreat that we had. Basically, the police salary and vetting it. I asked the Chief are all the shifts manned and he said no, but everything is working out. We reach a point when you can only work short-handed for so long and I'm asking the Town Manager to start looking at Town salary for the police officers because if we don't start now, it's going to be four months when the budget rolls around, it's going to be another four months before we process anything and nothing will get done before another entire year. We'll be talking about the same

DRAFT

thing from the retreat a year from now, so I'm asking the Town Manager and he always asks I need two or three commissioners to support this, well I haven't asked any of the commissioners to support this. I'm asking him to do this for the people that are protecting us. There's not many people who want to do this job and it's about time that we step up and do our job and take care of the people that are taking care of us.

There being no further business, the meeting was adjourned.

Approved this the _____ day of _____, 2021.

DRAFT

Town of Huntersville
Town Board
April 19, 2021

To: Town Board

From: Michael Jaycocks, Director

Date: April 19, 2021

Subject: Adopt Resolution to award the proposal for the Rosedale Nature Park Signage Project and approve the construction contract. *(Michael Jaycocks)*

EXPLAIN REQUEST:

This contract is for the building and installation of the two main signs for Rosedale Nature Park.

ACTION RECOMMENDED:

Consider approving resolution and construction contract for Rosedale Nature Park signage.

FINANCIAL IMPLICATIONS:

$7,375 from the approved project budget.

ATTACHMENTS:

1. Resolution awarding the contract-Rosedale Nature Park Signage- Boulder Designs
2. Construction Services Contract- BoulderDesign Park Signage

RESOLUTION OF THE TOWN OF HUNTERSVILLE TO AWARD THE PROPOSAL FOR THE ROSEDALE NATURE PARK SIGNAGE PROJECT AND APPROVE THE CONSTRUCTION CONTRACT

Whereas, the Town of Huntersville received a proposal for the installation and construction of the Rosedale Nature Park Signage Project (the "Project"); and

Whereas, the recommended firm was Boulder Designs by Stone Crafters, LLC., a North Carolina limited liability company located in Graham, NC ("Contractor"); and

Whereas, the Town wishes to award the Project, and approve and establish administrative authority for the construction contract;

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board of Commissioners awards the Project to Boulder Designs by Stone Crafters, LLC, in accordance with the Proposal submitted, as modified by the Contract Documents:

- Base Bid consisting of:

    1. Build and install two signs $7,375.00 (lump sum)

    Total Bid Amount: $7,375.00

2. The draft Construction Contract, attached hereto as Exhibit 1, is hereby approved. As used herein, the Construction Contract is deemed to include Exhibit A, attached thereto, and all Contract Documents identified and incorporated therein by reference.
3. The Board hereby authorizes the Town Manager, acting on advice of counsel, to take any actions necessary to effect the provisions of this Resolution, including signing the Agreement attached with such modification as may be required. Provided a budget amendment is not necessary, the Town Manager shall have the authority to approve change orders to the Construction Contract for time and price, however the total of all change orders approved by the Town Manager may not exceed five percent (5%) of the Total Bid Amount stated in paragraph 1, above.
4. This Resolution shall be effective as of the date its adoption.

Adopted this _____ day of April, 2021.

ATTEST:

_____
Town Clerk

TOWN OF HUNTERSVILLE

_____
Town Mayor

APPROVED AS TO FORM:

_____
Town Attorney

Engineering & Public Works
105 Gilead Road, Suite 300
Huntersville, NC 28078
(704) 766-2220

CONTRACT FOR CONSTRUCTION SERVICES

CONTRACTOR:	**Boulder Designs by Stone Crafters, LLC.** **4505 Token Trail** **Graham, NC 27253** **Paul Curtsinger** **boulderdesignsnc@gmail.com**	**PROJECT:**	**Rosedale Nature Park Signage**
		SITE LOCATION(S):	**9519 Rosewood Meadow Lane** **Huntersville, NC 28078**

This Contract for Construction and Repair, and all exhibits, (collectively this "Contract") is entered into this _____day of _____, 20_____ by and between the Town of Huntersville, a municipal corporation of the State of North Carolina, (the "Town") and___ **Boulder Designs by Stone Crafters, LLC** _____ located at ____**4505 Token Trail Graham, NC 27253**_____ (the "Contractor").

WITNESSETH:

That for and in consideration of the mutual promises set forth in this Contract, the sufficiency of which is acknowledged by the parties hereto, the parties do mutually agree as follows:

1. Scope of Services. The Contractor agrees to perform for the Town the services according to the following construction design drawings, plans, and specifications, which is incorporated herein by reference as Exhibit C. The Contractor agrees to provide the labor, service, equipment, and materials, and other services included in Exhibit C, which shall constitute the "Work." The Contractor warrants that the Contractor has visited the location of the project and is familiar with all field conditions bearing upon the Contractor's performance of the Work; that the materials and equipment furnished under the Contract are of good quality and new (unless otherwise permitted); that the Work meets or exceeds the standards ordinarily observed in the industry; and that the Work conforms to the requirements of the Contract and to all applicable codes, ordinances, laws, or regulations. The Contractor further warrants and promises that the Work shall be free from defects and nonconformities in materials and workmanship for a period of one year from the later of the "Date of Completion" or such date as the Contractor actually completes all the Work. During such period, the Contractor will remedy at Contractor's expense any nonconformities or defects in the Work within a reasonable time after receiving notice thereof from the Town.
2. Fees: Fees for work to be completed by the Contractor are specified by the Vendor Supplied Proposal, which is incorporated herein by reference. A detailed fee schedule is tabulated in Exhibit D, (the "Contract Price").
3. Change Orders. The Contractor agrees that the Town may order changes to the general scope of the Work, including additions, deletions, and similar revisions ("Change Orders"). The parties agree to adjust the Contract Price to reflect the effects of such changes. These changes shall be authorized

only upon execution of a written Change Order. The amount of any increase or decrease in the Contract Price shall be by mutual acceptance of a total amount supported by sufficient data and information to substantiate the change. If the Town and Contractor do not mutually agree on the amount of the change in the Contract Price, the Contractor will proceed with the Work described in the Change Order and the Town will pay the reasonable costs of any additional work as determined by the Town, including a reasonable amount for the Contractor's overhead and profit. Any decrease in Contract Price for a decrease in the Work will be the reasonable costs of the Work deleted as determined by the Town, including a reasonable amount for the decrease in the Contractor's overhead. The Contractor may submit claims for an increase in the Contract Price or an extension of the Date of Completion by means of a written Change Request. The Contractor agrees to submit the Change Request within a reasonable time after the event giving rise to the requested change and before the Contractor undertakes any additional work. Upon receipt of a Change Request, the Town, at its sole discretion, shall inform the Contractor whether to proceed with the additional work and shall approve any adjustment in the Contract Price or Date of Completion by issuing a Change Order as provided above. The timely submission of a written Change Request shall be a condition precedent to the issuance of a Change Order, and the Town will have no obligation to pay the Contractor for additional work performed by the Contractor without a Change Order approved in writing by the Town.

4. Historically Underutilized Businesses (HUB). It is the policy of the Town of to provide minorities and women equal opportunity for participating in all aspects of the Town's contracting and procurement programs, including but not limited to employment, construction development projects, materials/services contracts and/or lease agreements, consistent with the laws of the State of North Carolina.
5. Personal Protective Equipment (PPE). The Contractor and his/her employees will wear the proper equipment such as, but not limited to, high visibility clothing, safety glasses, hearing protection etc. at all times when performing the Working at the Site Location(s). Failure to be in the appropriate PPE will result in removal from the project site.
6. Contract Insurance. Contractor shall be required to purchase and maintain, during its performance under this Contract, insurance coverage as shown on the Insurance Requirements as stated in Exhibit A, which is incorporated herein by reference. All insurance purchased shall have a specific endorsement, copy of which shall be provided to the Town, naming the Town as an additional insured and providing that such insurance will not be cancelled without providing thirty (30) days advance written notice to the Town.
7. Working Drawings and Specifications at the Job Site. The Contractor shall maintain, in readable condition at his job site one complete set of working drawings and specifications for his work including all shop drawings. Such drawings and specifications shall be available for use by the owner, designer, or his authorized representative. The Contractor shall also maintain at the job site, a day-to-day record of work-in-place that is at variance with the contract documents. Such variations shall be fully noted on Project drawings by the Contractor and submitted to the designer upon Project completion and no later than 30 days after acceptance of the Project.
8. Materials, Equipment, Employees. The Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, heat, sanitary facilities, water, scaffolding and incidentals necessary for the completion of the work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.

9. Cleaning Up and Restoration of Site. The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the Project, the Contractor shall thoroughly clean the sites, and completely prepare the Project and site for use by the Owner. At the end of construction, the Contractor shall oversee and implement the restoration of the construction site to its original state. Restoration includes but not limited to walks, drives, lawns, trees and shrubs, corridors, stairs and other elements shall be repaired, cleaned or otherwise restored to their original state.
10. Protection of Work, Property, the Public, and Safety. The Contractor shall be solely responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the owner or designer, and by laws or ordinances governing such conditions. The Contractor shall be responsible for any damage to the owner's property or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. The Contractor shall be responsible for and pay for any damages caused to the owner.
11. As-Built Marked-Up Construction Documents. Contractor shall provide one complete set of legible "as-built" marked-up construction drawings and specifications recording any and all changes made to the original design during the course of construction. In the event no changes occurred, submit construction drawings and specifications set with notation "No Changes." The Designer/Owner must receive "As-built" marked-up construction drawings and specifications before the final pay request can be processed.
12. Addendums: If applicable, Contractor acknowledges that it has received, executed and shall abide by any addendums issued by the Town prior to this Contract.
13. Cancellations or Termination. The Town, as further described in Exhibit A, shall have the right, without assigning any reason therefore, to terminate any work under the Contract, in whole or in part, at any time at its complete discretion by providing 10 days' notice in writing from the Town to Contractor.
14. Standard Terms and Conditions. The Standard Terms and Conditions, attached hereto as Exhibit A, shall be a part of this Contract. The Standard Terms and Conditions are hereby incorporated by reference, and all parties agree to be bound thereby.
15. Contract Term. Work will begin within ten (10) days of receipt of the Notice to Proceed from the Town. The Firm and the Town recognize that time is of the essence for completion of the Work. Any Notice to Proceed shall also contain a date that the Firm shall complete the Work by ninety (90) days of placing order (the "Date of Completion"). The terms of this Contract shall apply to every Notice to Proceed issued by the Town.
16. Liquidated Damages. Contractor and Town recognize that time is of the essence and that Town will suffer financial and other losses if the Service is not completed by the Date of Completion, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Town if the Service is not completed on time. Accordingly, instead of requiring any such proof, Town and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Town $200 for each day that expires after the end of the Date of Completion (as duly adjusted pursuant to the Contract) until the Service is complete.
17. Payment for Services. In consideration of the above services, the Town will pay the Contractor the lump sum of $ **7,375** as further described on Exhibit D, to be paid 30 days after receipt of undisputed invoices delivered to the Town.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at Huntersville, North Carolina, this _____ day of _____, 20_____.

Contractor

Name:

_____
Name of Contractor (type or print)

By:

_____
(Signature)

Title:

_____

Attest:

_____
(Secretary, if a corporation)

Town of Huntersville

_____
Town Manager

Attest: _____
Town Clerk

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

_____
Finance Director

EXHIBIT A

STANDARD TERMS & CONDITIONS

1. **Acceptance**. Contractor's acknowledgment of the terms of this Contract constitutes an agreement to: (i) all terms and conditions set forth or referenced herein, (ii) on any attachments hereto, (iii) any applicable solicitation documentation related to this Contract (including without limitation any request for proposals or invitation for bids or Contractor's response thereto) that deal with the same subject matter as this Contract, and (iv) any other terms and conditions of a written agreement signed by Contractor and the Town that deals with the same subject matter as this Contract (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Contractor and the Town with respect to the purchase by the Town of the: (i) goods ("Goods") and/or (ii) services provided or work performed ("Services") as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to the Town shall control. No additional or supplemental provision or provisions in variance herewith that may appear in Contractor's quotation, acknowledgment, invoice, or in any other communication from Contractor to the Town shall be deemed accepted by or binding on the Town. The Town hereby expressly rejects all such provisions which supplement, modify, or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until the Town's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by the Town are subject to correction.
2. **Entire Agreement**. These terms and conditions and any other specifications contained in any other documents referenced shall constitute and represent the complete and entire agreement between the Town and Contractor and supersede all previous communications, either written or verbal with respect to the subject matter of this Contract.
3. **Changes, Additions, Deletions**. No changes, additions, deletions or substitutions of scope of work, specifications, terms and conditions, quantity, unit of issue, delivery date, delivery charges or price will be permitted without the prior written approval from the Town.
4. **Relationship of the Parties**. The Contractor is an independent contractor and not an employee of the Town. The conduct and control of the work will lie solely with the Contractor. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between the Contractor and the Town. Employees of the Contractor shall remain subject to the exclusive control and supervision of the Contractor, which is solely responsible for their compensation.
5. **Prices**. If Contractor's price or the regular market price of any of the Goods or Services covered hereunder is lower than the price stated in the Contract Documents on the date of shipment of such Goods or performance of such Services, Contractor agrees to give the Town the benefit of such lower price on any such Goods or Services. In no event shall Contractor's price be higher than the price last quoted or last charged to the Town unless otherwise agreed in writing. No charges for transportation, boxing, crating, etc. are allowable unless such charges are included in the Contract Documents.
6. **Taxes**. Any applicable taxes shall be invoiced as a separate item.
7. **Substitutions**. No substitutions or cancellations shall be permitted without prior written approval from the Town.
8. **Indemnification.** To the greatest extent allowed by the law the Firm shall indemnify and hold harmless the Town, its officers, agents, employees and assigns from and against all claims,

losses, costs, damages, expenses, attorneys' fees ("Claims"). In the event that any portion of the Service performed under the Contract shall be defective in any respect whatsoever, the Firm shall indemnify and save harmless the Town, its officers, agents, employees and assigns from all loss or the payment of all sums of money, but only to the extent allowed by law.

9. **Invoices and Payment Terms**. It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing that does not comply with this provision will subject the Contract to cancellation. Upon satisfactory delivery of the Goods or satisfactory completion of the Work, all invoices and statements shall reference the Contract number and be submitted to: Town of Huntersville, Accounts Payable, PO Box 664, Huntersville, North Carolina, 28070. Payment terms are Net 30 days after receipt of correct, undisputed invoice or acceptance of Goods or Services, whichever is later.

   When the Contract is for construction services, the Contractor will submit monthly Requests for Payment for Work performed, for review. The Request for payment shall be based upon the Contractor's estimate of the percentage of the total Work completed during the period represented on the Request for Payment. The Contractor must certify that the Work represented in the Contractor's Request for Payment has been completed in accordance with the Contract Documents, and certify that the Request for Payment is appropriate for payment before the Town shall be obligated to make such payment to the Contractor. If any Request for Payment is disputed by the Town, in whole or in part, the Town shall provide a written explanation for such dispute to Contractor within five days of receipt of the certified Request for Payment and shall pay all undisputed amounts therein.

10. **Anti-Discrimination**. During the performance of the Contract, Contractor shall comply with all federal and state requirements concerning fair employment and shall not discriminate against or deny the Contract's benefits to any person on the basis of race, religion, color, creed, national origin, age, sex (including sexual orientation, gender identity, and pregnancy), disability or handicapping condition, or genetic information.

11. **Insurance**. The Firm shall provide the insurance coverages shown on Exhibit B, attached hereto and incorporated herein by reference. The Firm shall provide the Town with a North Carolina Certificate of Insurance and such endorsements as may be required by the Contract Documents prior to the commencement of any work under the Contract and agrees to maintain such insurance until the completion of the Contract. Such certificates of insurance shall be considered part of the Contract.

12. **Ethics in Public Contracting**. By submitting their prices and acceptance of this Contract, all Contractors certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other supplier, manufacturer, or subcontractor in connection with their offer, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

13. **Applicable Laws and Courts**. All Town Contracts for Services shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and venue shall be proper only in a court of competent jurisdiction located in Mecklenburg County, North Carolina. The Contractor represents and warrants that it shall comply with all applicable federal, state, and local laws, regulations, and orders, including, not limited to, licensure requirements.

14. **Codes and Permits**. When applicable, the Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules, and regulations

bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the designer in writing. All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising there from.

15. **License Requirement**. If applicable, the Contractor must be a licensed General Contractor as required by North Carolina General Statutes Section 87-1, and must have a good ethical and professional standing with the North Carolina General Contractor's Licensing Board. The Contractor will be responsible for providing properly qualified, licensed (if required) personnel to complete the Work in accordance with the standard of care ordinarily used by members of the Contractor's profession practicing under similar circumstances and at the same time in Mecklenburg County.
16. **Strict Compliance**. The Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
17. **Assignment**. Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Contract or delegate the performance of any of its obligations hereunder, without Town's prior, express written consent.
18. **General Provisions**. The Town's remedies as set forth herein are not exclusive. Any delay or omission by the Town in exercising any right hereunder, or any waiver by the Town of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default.
19. **Warranties**. The Contractor warrants it shall adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town of Huntersville in the performance of the Services outlined in this Contract and any attached specifications. Contractor warrants that any finished work completed hereunder shall also adhere to all laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Mecklenburg, and the Town of Huntersville. Contractor warrants that all Services delivered hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance or payment by the Town of the Services and shall run to the Town and any user of the Services. Contractor warrants that all Services will be performed in a professional and workman like manner in accordance with best industry practices. This express warranty is in addition to Contractor's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed. In addition to any other rights available at law or in equity, the Town shall be entitled to consequential and incidental damages.
20. **Quality and Workmanship**. All work shall be performed to the satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the Services provided.
21. **Default**. The Town may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by the Contractor. In addition to any other remedies available to the Town in law or equity, the Town may procure upon such terms as the Town shall deem appropriate, Services substantially similar to those so terminated, in which case the Contractor shall be liable to the Town for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.

22. **Termination for Convenience**. The Town shall have the right, without assigning any reason therefore, to terminate any work under the Contract, in whole or in part, at any time at its complete discretion by providing 10 days' notice in writing from the Town to Contractor. If the Contract is terminated by the Town in accordance with this paragraph, the Contractor will be paid in an amount which bears the same ratio to the total compensation as does the Services actually delivered or performed to the total originally contemplated in the Contract. The Town will not be liable to the Contractor for any costs for materials acquired or contracted for if such costs were incurred prior to the date of this Contract.
23. **Risk of Loss.** Risk of Loss for all supplies, materials, the Work performed, and the Project as it is being constructed, shall be on the Contractor until such time as substantial completion is achieved, and approved by the Town.
24. **No Third-Party Beneficiaries**. There shall be no intended nor incidental third-party beneficiaries of this Contract. Contractor shall include in all contracts, subcontracts, or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party beneficiaries.
25. **Valid Contract for Services**. In order for a Contract for Services of the Town to be valid, it must be executed by the Town Manager or his or her authorized designee, and must be pre-audited in that manner required by the Local Government Budget and Fiscal Control Act, as the same may be amended.
26. **Verification of Work Authorization.** Contractor shall comply with, and require all contractors and subcontractors to comply with, the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," sometimes known as E-verify for all contractors and subcontractors.
27. **Iran Divestment List.** With the execution hereof, Contractor, certifies that they are not on the Iran Final Divestment List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.58, and will not contract with anyone on such List in performance of the work hereunder.
28. **Buyer.** All references to Buyer or Town, throughout these terms and conditions, shall refer to the Town of Huntersville, North Carolina.
29. **Contractor**. All references to Contractor, Seller, or Firm throughout these terms and conditions shall refer to the contractor identified on page 1 of this Contract.
30. **Availability of Funds**. Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Town for the purpose set forth in this agreement.
31. **Severability**. If any provision of this Contract is found to be invalid or unlawful, then remainder of this Contract shall not be affected thereby, and each remaining provision shall be valid and enforced to the fullest extent permitted by law.
32. **Companies that Boycott Israel**. With the execution hereof, Contractor, certifies that they are not on the Companies that Boycott Israel List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.80, and will not contract with anyone on such List in performance of the work hereunder.

EXHIBIT B
MINIMUM INSURANCE REQUIREMENTS

The Work under this Contract shall not commence until the Contractor has obtained all required insurance and verifying certificates of insurance have been approved in writing by the Town. Except for Worker's Compensation and Professional Liability policies, the Town shall be named as additional insured on all policies. These certificates shall document that coverages afforded under the policies will not be cancelled, reduced in amount or coverages eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the Town of such alteration or cancellation. If endorsements are needed to comply with the notification or other requirements of this article copies of the endorsements shall be submitted with the certificates.

a. **Worker's Compensation and Employer's Liability**

The Contractor shall provide and maintain, until final acceptance, workmen's compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of $100,000.

b. **Comprehensive General Liability Insurance**

The Contractor shall provide and maintain, until final acceptance, comprehensive general liability insurance, including coverage for premises operations, independent contractors, completed operations, products and contractual exposures, as shall protect such contractors from claims arising out of any bodily injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by the Firm or by any subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

Bodily Injury: $1,000,000 per occurrence/$2,000,000 aggregate
Professional Liability: $_____
Property Damage: $100,000 per occurrence / $300,000 aggregate

Such coverage for completed operations must be maintained for at least two (2) years following final acceptance of the Work performed under the contract.

c. **Deductible**

Any deductible, if applicable to loss covered by insurance provided, is to be borne by the Firm.

d. **Other Insurance**

The Contractor shall obtain such additional insurance as may be required by the Town or by the General Statutes of North Carolina including motor vehicle insurance, in amounts not less than the statutory limits.

e. **Proof of Carriage**

The Contractor shall furnish the Town with satisfactory proof of carriage of the insurance required before written approval is granted by the Town.

Boulder Designs®
Raleigh-Durham
(336) 635-7066

To: Huntsville Parks and Recreation

Attn: Michael Jaycocks

Re: Rosedale Nature Park **April, 7th 2021**

Scope of proposal;

Custom build (1) 48" x 72" boulder in the tan family of color. Custom build (1) 48" x 36" boulder in the tan family of color Custom engrave new logo as per proof all in black and green.

Delivery and all set-up at Rosedale Nature Park- 9519 Rosewood Meadow Lane, Huntersville, NC 28078.

Grand Total $7,375. ***Price good for (15 days)***

Takes approx. 6-8 weeks once order is placed.

Will require $4,700. Deposit to lock build in and pricing.

Balance of $2,675. Due day of install.

Thanks, Paul Curtsinger
Boulder Designs
(336) 635-7066
4505 Token Trail Graham, NC 27253

Boulder
Designs
Raleigh-Durham
(336) 635-7066
Rosedale Nature Park
9519 Rosedale Meadow Lane
Rosedale
Dog Park

EXHIBIT D – FEE SCHEDULE

Service	Unit Cost	Quantity	Total
Build and install stone signage as specified in proposal & proof.	Lump Sum	2	$7,375
		Total Cost =	$7,375.00

_____

Company Name Date

_____

Print Name Title

_____

Signature

Town of Huntersville
Town Board
April 19, 2021

To: Town Board

From: Pattie Ellis

Date: April 19, 2021

Subject: Approve Tax Refund Reports from Mecklenburg County. *(Pattie McGinnis)*

EXPLAIN REQUEST:
Attached are the Tax Refund Reports from Mecklenburg County. These reports contain eleven refunds totaling $5,466.69 which includes $185.85 in interest. The refund is the result of the Property Tax Commission.

ACTION RECOMMENDED:
Approve Tax Refund Reports

FINANCIAL IMPLICATIONS:

Decrease in revenue.

ATTACHMENTS:
1. 4-19 Huntersville with interest refunds 2021 01 10
2. 4-19 Huntersville with interest refunds 2021 01 24
3. 4-19 Huntersville with interest refunds 2021 02 07
4. 4-19 Huntersville PTC refunds 2021 03 28

HUNTERSVILLE Refunds

Tax Year	Bill Number	Parcel #	Source Type	Adj #	Adj Reason	Date of Adj.	Additional Owners	Refund Recipient Name	Refund Address Line 1	City	State	Zip	Payment Date for Interest Calculation	Refund Amount ($)	Total Interest to Pay if mailed on or before 3/2/2021 ($)
2020	0008192485-2020-2020-0000-00	01714725	REI	591992	BER Decision	12/23/2020		CLASSICA HOMES LLC	2215 AYRSLEY TOWN BLVD SUITE G	CHARLOTTE	NC	28273	1/6/2021	$ 144.00	$ 5.04
2020	0001444215-2020-2020-0000-00	00537329	REI	592226	BER Decision	12/31/2020	C/O DEVELOPERS REALTY CORP	DDRTC CORE RETAIL FUND, LLC AS SOLE MBR	212 E 3RD STREET, SUITE 300	CINCINNATI	OH	45202	1/6/2021	$ 2,263.92	$ 79.24
2020	0001481865-2020-2020-0000-00	01712156	REI	592235	BER Decision	12/31/2020		NHC PARTNERSHIP 8 LP REFLECTIONS THREE	448 VIKING DRIVE, SUITE 245	VIRGINIA BEACH	VA	23452-8503	1/6/2021	$ 233.28	$ 8.16
2020	0001481849-2020-2020-0000-00	01712140	REI	592182	BER Decision	12/30/2020		SREIT PARKVIEW LP .	591 W PUTNAM AVE	GREENWICH	CT	06830	1/6/2021	$ 1,305.36	$ 45.69
													Total	**$ 3,946.56**	**$ 138.13**

HUNTERSVILLE Refunds

Tax Year	Bill Number	Source Type	Adj #	Adj Reason	Date of Adj.	Refund Recipient Name	Refund Address Line 1	City	State	Zip	Payment Date for Interest Calculation	Refund Amount ($)	Total Interest to Pay if mailed on or before 3/12/2021 ($)
2020	0001517819-2020-2020-0000-00	BUS	592330	BER Decision	1/13/2021	KELLER TECHNOLOGY CORP	P O BOX 103	BUFFALO	NY	14217-0103	1/6/2021	$ 172.20	$ 6.03
												$ 172.20	**$ 6.03**

HUNTERSVILLE Refunds

Tax Year	Bill Number	Parcel #	Source Type	Adj #	Adj Reason	Date of Adj.	Additional Owners	Refund Recipient Name	Refund Address Line 1	City	State	Zip	Payment Date for Interest Calculation	Refund Amount ($)	Total Interest to Pay if mailed on or before 3/26/2021 ($)
2020	0008125890-2020-2020-0000-00	01502238	REI	592526	BER Decision	2/2/2021	C/O HENDERSON PROPERTIES	ARRINGTON OWNERS ASSOCIATION INC	3030 LATROBE DR	CHARLOTTE	NC	28211	1/6/2021	$ 180.00	$ 6.30
2020	0008125891-2020-2020-0000-00	01502239	REI	592531	BER Decision	2/2/2021	C/O HENDERSON PROPERTIES	ARRINGTON OWNERS ASSOCIATION INC	3030 LATROBE DR	CHARLOTTE	NC	28211	1/6/2021	$ 127.68	$ 4.47
2020	0008110749-2020-2020-0000-01	02124531	REI	592561	BER Decision	2/2/2021	HUNTER, KATHY DELORIS	HUNTER, MILTON ALFRED	11002 SKYMONT DR	HUNTERSVILLE	NC	28078	1/6/2021	$ 499.68	$ 17.49
2020	0001478646-2020-2020-0000-01	01530209	REI	592457	BER Decision	1/29/2021		PAGE, KENNETH L	9005 WILLOW TRACE CT	HUNTERSVILLE	NC	28078	1/6/2021	$ 108.00	$ 3.78
													Total	**$ 915.36**	**$ 32.04**

HUNTERSVILLE Refunds

Tax Year	Bill Number	Parcel #	Source Type	Adj #	Adj Reason	Date of Adj.	Refund Recipient Name	Refund Address Line 1	City	State	Zip	Payment Date for Interest Calculation	Refund Amount ($)	Total Interest to Pay if mailed on or before 4/19/2021 ($)
2019	0001403128-2019-2019-0000-00	00101405	REI	592962	PTC Decision	3/15/2021	STEPHENS, WENDELL D	13924 ISLAND DR	HUNTERSVILLE	NC	28078	1/7/2020	$ 123.36	$ 7.91
2020	0001403128-2020-2020-0000-00	00101405	REI	592963	PTC Decision	3/15/2021	STEPHENS, WENDELL D	13924 ISLAND DR	HUNTERSVILLE	NC	28078	1/6/2021	$ 123.36	$ 1.74
												TOTAL	**$ 246.72**	**$ 9.65**

Town of Huntersville
Town Board
April 19, 2021

To: Town Board

From: Barry Graham

Date: April 19, 2021

Subject: Adopt Resolution authorizing Interlocal Agreement pertaining to provision of Animal Control Services by the City of Charlotte to the Town of Huntersville. *(Bence Hoyle)*

EXPLAIN REQUEST:

This agreement requests the Animal Care & Control Division of the Charlotte-Mecklenburg Police Department to provide certain animal control services within the limits of the Town. These times would generally be after scheduled work hours and at certain times during the weekends when the Town of Huntersville Animal Control Technician is unable to respond.

ACTION RECOMMENDED:

Approve Agreement

FINANCIAL IMPLICATIONS:

The per call rate for 2021-2022 is $240.00

ATTACHMENTS:

1. CMPD Animal Control Pricing Letter
2. CityofCharlotte-AnimalControl- 2021

March 30, 2021

Mr. Anthony Roberts
Town of Huntersville
PO Box 664
Huntersville, NC 28070

Dear Mr. Roberts,

As you are aware, the contract between the incorporated Town of Huntersville and the City of Charlotte Animal Care & Control Division runs on a fiscal year beginning July 1st and ending June 30th of each year.

In accordance with Section 3 of the Interlocal Agreement for Animal Control Services between the City of Charlotte and the Town of Huntersville, we have performed our annual review and recalculation of the terms of compensation. Our review and recalculation was based upon costs and frequency of use of enforcement services provided by Animal Care & Control.

Based on the review by the Fiscal Affairs section of the Charlotte-Mecklenburg Police Department, the rate for the fiscal year 2022 shall be $240.00 dollars, per call for service.

Following the terms of the agreement and allowing the (90) ninety days of notice before the adjustments to the compensation rate, this change will take place July 1st, 2021.

If you have any questions, please feel free to contact me at (704) 336-7552.

Sincerely,

Dr. Josh Fisher, MHA, CAWA
Director
Charlotte-Mecklenburg Police Department
Animal Care & Control Division

cc:
Cari Sanchez
Jackie Huffman
Ebony Jones
John Sanchez

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

AGREEMENT FOR ANIMAL CONTROL SERVICES

THIS AGREEMENT, made and entered into this 1st day of July, 2021, by and between the TOWN OF HUNTERSVILLE, a municipal corporation organized under the laws of the State of North Carolina, (hereinafter referred to as "Town"), and the CITY OF CHARLOTTE, a municipal corporation organized under the laws of the State of North Carolina, (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, North Carolina General Statute § 160A-461, "lnterlocal cooperation authorized," authorizes interlocal agreements between units of local government for any undertaking; and

WHEREAS, the Town has requested the Animal Care & Control Division of the Charlotte-Mecklenburg Police Department of the City (hereinafter referred to as "Animal Care & Control") to provide certain animal control services within the limits of the Town, and the City Council and the Town Board each have adopted a Resolution as required by North Carolina General Statute § 160A-461, attached hereto as Attachments I and II, respectively, and incorporated herein by reference; and

WHEREAS, the parties hereto desire to reduce the terms of this Agreement to writing:

NOW, THEREFORE, for and in consideration of mutual promises to each other, as hereinafter set forth, the parties do mutually agree as follows:

1. Term: The term of this Agreement shall begin the 1st day of July 2021, and shall continue for a period of one (1) year. This agreement shall automatically renew for four (4) additional one (1) year periods on the same terms and conditions set forth herein, except for the rate of compensation which may be adjusted as provided in Section 3, "Compensation," herein. Either party may terminate this agreement as provided in Section 5, "Termination of Agreement," herein.

2. Services: The Animal Care & Control shall provide the contracted animal control services for the Town, as set forth in Attachment III, which is incorporated herein by reference.

3. Compensation: The Town shall pay the City at a rate of two hundred forty dollars ($240.00) per call for service. A call for service is defined as any activity or event to which an Animal Care & Control Officer responds, as set forth in Attachment III. Additionally, the Town shall pay the City for animal sheltering services as set forth in Attachment III. The City shall invoice the Town monthly. The Town shall have five (5) business days to reconcile the invoice and notify the City of any discrepancy. The Town shall pay the City upon receipt of invoices from the City showing the total number of calls for service received and animal sheltering services during the period covered by the invoice.

   The terms of compensation are subject to annual review and recalculation based upon costs and frequency of use of services provided by the Animal Care & Control. Proposed adjustments to the compensation rate and animal sheltering services charges shall be sent to the Town at least ninety (90) days prior to the expiration of each annual term. The adjusted compensation rate and animal sheltering services charges

shall automatically become effective and enforceable at the beginning of the next annual term. If the Town objects to the adjusted rate or charges, the Town may terminate the Agreement as provided in Section 5, "Termination of Agreement," herein.

4. Independent Contractor Status: It is agreed between the parties that the Animal Care & Control is an independent contractor and is not an employee or agent of the Town. The employees of the Animal Care & Control shall carry out their responsibilities in accordance with their own independent professional judgment as directed and authorized by the Animal Care & Control Manager.

5. Termination of Agreement: This agreement may be terminated with or without just cause by either party upon thirty (30) days written notice delivered to the Office of the Clerk of the governmental unit to whom the notice is directed.

6. Legal Representation: The Town shall be responsible for providing legal counsel and/or representation for any inquiries, hearings, court action or other legal matters pertaining to enforcement of its animal control ordinance and actions or omissions of its animal control officer(s), including the care and treatment of animals while in the custody of its animal control officer(s).

   The City shall be responsible for providing legal counsel and/or representation for any inquiries, hearings, court action or other legal matters pertaining to enforcement actions taken by employees of the Animal Care & Control, except claims challenging the constitutionality or interpretation of the Town's animal control ordinance. The City shall also be responsible for any inquiries, hearings, court action or other legal matters pertaining to an animal while in the custody of the Animal Care & Control, except for the acts or omissions occurring while the animal is not in the custody of the Animal Care & Control.

7. Veterinarian and Other Costs: If the Animal Care & Control determines that an animal has been injured or otherwise requires veterinary attention, other than normal and routine inoculations and examinations given to animals, then the Animal Care & Control shall send the invoice for such costs to the Town for payment. If payment is not made and the City is required to make payment to the veterinarian or animal hospital, the City shall add said costs to the next monthly invoice sent to the Town.

8. Amendments to Agreement: The Animal Care & Control shall not undertake any additional services except those set out hereinabove unless it is stated in writing and adopted as an amendment to this Agreement. An amendment to this Agreement must be approved for the City by the City Manager or an Assistant City Manager and for the Town by the Town Manager.

9. Entirety of Agreement: No oral agreement shall occur and this written agreement and its written amendments alone shall constitute and represent the basis of the relationship between the parties to this agreement. All attachments to this Agreement are incorporated by reference herein as if fully stated.

10. Prior Agreements: This Agreement shall supersede any existing interlocal agreements between the City and the Town regarding the same subject matter and any such existing agreements shall hereby be deemed terminated.

IN WITNESS WHEREOF, the City and the Town have executed this Agreement on the day and year first above written.

ATTEST:

CITY OF CHARLOTTE

_____
City Clerk

By: _____ (SEAL)
City Manager

ATTEST:

TOWN OF HUNTERSVILLE

_____
Janet Pierson, Town Clerk

By: _____ (SEAL)
Anthony Roberts, Town Manager

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT:

_____
Jackie Huffman, Finance Director

Approved as to Form:

_____
Emily Sloop, Town Attorney

ATTACHMENT I
(City Resolution)

ATTACHMENT II

(Town Resolution)

RESOLUTION AUTHORIZING INTERLOCAL AGREEMENT PERTAINING TO PROVISION OF ANIMAL CONTROL SERVICES BY THE CITY OF CHARLOTTE TO THE TOWN OF HUNTERSVILLE

Resolution No.: R-2021-__

WHEREAS, NCGS §160A-461 permits municipalities to enter into Interlocal Agreements with other governmental agencies for the providing of services, and

WHEREAS, the Town of Huntersville ("Town") and City of Charlotte ("City") entered into an Interlocal Agreement for animal control services for the Town, and

WHEREAS, said Interlocal Agreement expires June 30, 2021, and

WHEREAS, the parties have agreed to renew such lnterlocal Agreement effective for the period beginning July 1, 2021 and continuing as set forth in terms of said Interlocal Agreement.

NOW, THEREFORE, be it RESOLVED the attached Interlocal Agreement between the Town and the City is hereby approved and ratified, and the Town Manager and Town Clerk are hereby authorized to execute the said document as the act of the Town, and this Resolution shall be spread upon the minutes.

ADOPTED this the __ day of _____, 2021.

_____

John Aneralla, Mayor

CERTIFICATION

I, Janet Pierson, Town Clerk of the Town of Huntersville, North Carolina, do hereby certify that the foregoing is a true and exact copy of a Resolution adopted by the Board of Commissioners of the Town of Huntersville, North Carolina, in regular session convening on the __ day of _____, 2021.

WITNESS my hand and the corporate seal of the Town of Huntersville, North Carolina, this ___ day of _____, 2021.

_____

Janet Pierson, Town Clerk

ATTACHMENT III

Services to Be Provided by the Animal Care & Control

1. Ordinance Enforcement: When providing service within the Town, the Animal Care & Control shall enforce the Town of Huntersville Animal Control Ordinance. However, Animal Care & Control shall not issue any citations for violations of said ordinance, but shall report such violations to the Town animal control officer for enforcement action.

2. Sheltering: The Animal Care & Control shall provide all animal sheltering services to the Town when space is available. The City shall have no obligation to provide animal sheltering services if sheltering space is not available. The Town shall pay the City for animal sheltering services pursuant to the fee schedule below for animals impounded/seized and/or housed/ boarded for criminal investigations, court cases, quarantines, and for all other animals until they become the property of the City. Except when the Animal Care & Control has responded to a call for service, as provided under Section 3 herein, and has impounded an animal, the Town shall be responsible for all required notices pertaining to an animal's seizure and delivery to the Animal Care & Control. The Town shall also be responsible for providing any special instructions (e.g. extending the normal "hold" period) to be entered on the animal's kennel record. If no special instructions are provided, the disposition of the animal shall be in accordance with the Animal Care & Control's sheltering procedures. If, after the effective date of this agreement, the Town acquires direct access to the Animal Care & Control's computer system, the Town shall be solely responsible for entering the animal's kennel record, as well as any special instructions on said record, in the circumstances described above. The Town shall be responsible for all administrative proceedings relating to enforcement of the ordinance, including impoundment of the animal at the Animal Care & Control.

Animal Type	**Impound/Seizure Fee**	**Daily Boarding Fee**
Dog	$40.00	$10.00
Feline	$25.00	$6.00
Large Livestock	$50.00	$12.00
Medium Livestock	$10.00	$6.00
Small Livestock	$10.00	$3.00

3. Requests/Calls for Service: The Animal Care & Control shall provide services to the Town in response to requests from the Huntersville Police Department and/or the Town animal control officer. A request for service shall be deemed authorization by the Town for the services provided by the Animal Care & Control, and shall authorize all subsequent calls for service as required by state law or other necessary follow-up.

4. Dispatch: Calls for service originating within the Town received by the Animal Care & Control shall be referred to the dispatcher for the Huntersville Police Department.

5. Calls for Service Reports: The Animal Care & Control shall provide to the Town a monthly report containing all of the calls for service that Animal Care & Control responded to within the Town, as well as all animals impounded for the Town and the length of stay.

6. Bite Incidents/Reports: The Town hall respond to and investigate all incidents within the Town involving animal bites, except such incidents that occur while the Animal Care & Control is providing services pursuant to Section 3 herein. The Town shall report all such incidents that it investigates to the Mecklenburg

County Health Director, as required by North Carolina General Statute § 130A-196, and shall provide to the Animal Care & Control a copy of the bite report generated in connection with each such incident.

Town of Huntersville
Town Board
April 19, 2021

To: Town Board

From: Stephen Trott, Director

Date: April 19, 2021

Subject: Call a public hearing for Monday, May 3, 2021 at 6:00 p.m. at the Huntersville Recreation Center, 11836 Verhoeff Drive, on the North Point Road traffic calming request. *(Stephen Trott)*

EXPLAIN REQUEST:
Call a public hearing for Monday, May 3, 2021 at 6:00 p.m. at Huntersville Recreation Center, 11836 Verhoeff Drive, on the North Point Road traffic calming request.

ACTION RECOMMENDED:
Call for public hearing

FINANCIAL IMPLICATIONS:
none

ATTACHMENTS:
None

Town of Huntersville
Town Board
April 19, 2021

To: Town Board

From: David Peete, Principal Planner

Date: April 19, 2021

Subject: Call a public hearing for Monday, May 17, 2021 at 6:00 p.m. at the Huntersville Recreation Center, 11836 Verhoeff Drive, on Petition #ANNEX21-02, a request by Skybrook West LLC to annex 21.04-acres (Billings Property) into the Town of Huntersville. *(David Peete)*

EXPLAIN REQUEST:

Call a Public Hearing for Monday, May 17, 2021 at 6:00 p.m. on Petition #ANNEX 21-02, a request by Skybrook West LLC to annex 21.04-acres (Billings Property) into the Town of Huntersville.

ACTION RECOMMENDED:

Call Public Hearing

FINANCIAL IMPLICATIONS:

n/a

ATTACHMENTS:

1. Resolution setting hearing for non-contiguous annexation - Billings Property
2. ANNEX 21-02 Petition (Billings) Page 1
3. ANNEX 21-02 Petition (Billings) Page 2
4. CertificateofSufficiency

RESOLUTION FIXING DATE OF PUBLIC HEARING
ON QUESTION OF ANNEXATION PURSUANT TO N.C.G.S. 160A-58.1

(Billings Property)

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

WHEREAS, the Board of Commissioners has directed the Town Clerk to investigate the sufficiency thereof; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Huntersville, North Carolina:

Section 1. That a public hearing on the question of annexation of the area described herein which is non-contiguous to the primary town limits of the Town of Huntersville will be held at the Huntersville Recreation Center, 11836 Verhoeff Drive, Huntersville, NC at 6:00 p.m. on the 17th day of May 2021.

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

(Metes and bounds description attached hereto as Exhibit A and Annexation Plat attached hereto as Exhibit B.)

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

_____

Mayor

Town of Huntersville, North Carolina

ATTEST:

_____

Town Clerk

Exhibit A: Billings Property Annexation Plat Metes & Bounds.

Billings Property- Property Description

ALL that certain piece, parcel or tract of land lying and being in the Town of Huntersville, Huntersville Township, Mecklenburg County, North Carolina, and being more particularly described as follows:

Cabarrus County Tax Parcel #4670-46-0288

Beginning at (POINT OF BEGINNING) at a point on the Westerly boundary of land owned Now or Formerly by Skybrook Signature Townhomes Owners Association INC. as described in Deed Book 9013, page 137 of the Cabarrus County Register of Deeds, being further located N02-29-44W 460.48' distant of a found rebar being located on the margin of Harris Road (SR# 1449) also on the Eastern line of land owned Now or Formerly by Ethan & Austin Properties LLC as recorded in Deed Book 11939, page 240 of the Cabarrus County Register of Deeds all as shown on a map drawn by Yarbrough-Williams & Houle, dated 03/02/21, titled: Proposed Annexation: Billings Parcels Eastfield Road Property & Harris Road Property, thence with the Skybrook Signature Townhomes Owners Association INC. Western line N02-29-44W 706.37' to a found rebar located in a 200' Duke Power Company Right of Way, thence N58-07-25W 68.66' to a found rebar in the center of said 200' Duke Power Company Right of Way (more or less), thence with the center line of 200' Duke Power right of Way (more or less) S73-24-55W 413.24' to a found rebar, thence S73-27-48W 98.15' to the dividing line of land owned Now or Formerly by Steven G. Billings & Myra W. Billings (Tax ID #4670-46-0288) as recorded in Deed Book 6524, page 119 of the Cabarrus County Register of Deeds and land owned Now or Formerly by Myra's Dream LLC as recorded in Deed Book 19975, page 677 of the Cabarrus County Register of Deeds S13-26-43W 758.92' to a point, thence S52-48-17E 346.13' to a point on the Easterly line of a ingress & egress easement as recorded in Deed Book 765, page 117 of the Cabarrus County Register of Deeds, thence with the Easterly line of said ingress & egress easement N00-21-27E 288.93' to a point on the Southerly line of land owned Now or Formerly by Steven G. Billings & Myra W. Billings (Tax ID #4670-35-8966) as recorded in Deed Book 6524, page 119 of the Cabarrus County Register of Deeds, thence with the line of Steven G. Billings & Myra W. Billings (Tax ID #4670-35-8966) for five (5) calls and distances, 1) N72-00-41W 233.50' to found rebar, 2) N18-03-03E 285.47' to a found rebar, 3) S69-01-09E 315.00' to a found rebar, 4) S17-47-01W 269.03' in total to a found rebar (crossing the Northern line of the Ethan & Austin Properties LLC land at 194.25' of this line), 5) N72-00-41W 82.34' to the initial point of the preceding five (5) calls and distances, thence retracing this line two (2) calls and distances, 1) S72-00-41E 82.34' to a point, 2) N17-47-01E 74.78' to a point on the Northern line of the Ethan & Austin Properties LLC land, thence with the Ethan & Austin Properties LLC line N87-28-43E 377.34' to the POINT AND PLACE OF BEGINNING.

Containing 9.463 acres.

Cabarrus County Tax Parcel #4670-35-8966

Beginning (POINT OF BEGINNING) a point on the Northern line of land owned Now or Formerly by Ethan & Austin Properties LLC as recorded in Deed Book 11939, page 240 of the Cabarrus County Register of Deeds, being further located two (2) calls and distances distant of a found rebar located on the margin of Harris Road (SR #1449) as shown on a map drawn by Yarbrough-Williams & Houle, dated 03/02/21, titled: Proposed Annexation: Billings Parcels Eastfield Road Property & Harris Road Property, 1) N02-29-44W 46.48' to a point, 2) S87-28-43W 377.34' to the true Point of Beginning, thence five (5) calls and distances to points with the line of land owned Now or Formerly by Steven G. Billings & Myra W. Billings (Tax ID #4670-46-0288) as recorded in Deed Book 6524, page 119 of the Cabarrus County Register of Deeds , 1) N17-47-01E 194.25' to a found rebar, 2) N69-01-09W 315.00' to a found rebar, 3) S18-03-03W 285.47' to a found rebar, 4) S72-00-41E 315.84' to a found rebar (crossing the terminus of an ingress and egress easement as recorded in Deed Book 765, page 117 of the Cabarrus County register of Deeds), 5) N17-47-01E 74.78' to the POINT AND PLACE OF BEGINNING.

Containing 2.006 acres.

Mecklenburg County Tax Parcel #021-111-16

Beginning at (POINT OF BEGINNING) a found rebar, being further located as the Southeast most corner of the Skybrook Subdivision recorded as Phase 10 Map 4 in Map Book 51, page 466 of the Mecklenburg County Register of Deeds and the margin of Eastfield Road (SR #2459) , thence with the line of to the Skybrook Subdivision N09-39-07W 1,439.71' to a found rebar in the centerline of a 200' Duke Power Company Right of Way more or less, thence N73-27-48E 383.05' to a point on the existing division line Mecklenburg County (Huntersville Township) and Cabarrus County (Township #3), thence S13-26-43W 758.92' to a point, thence S52-48-17E 785.70' to a point within Eastfield Road (SR #2459), thence S56-59-05W 179.70' to a point, thence with the arc of a curve to the right having a radius of 104,814.30' an arc length of 300.00' (subtended by chord S56-54-10W 300.00') to a point, thence S56-49-15W 196.04' to a point, thence N09-39-07W 54.53' to the POINT AND PLACE OF BEGINNING.

Containing 10.040 acres.

Steven & Myra Billings
Property Owner(s)

14647 Eastfield Road Huntersville, NC 28078
Address of Property Owner(s)

(704) 875-9495
Telephone Number

2retiredbillings@gmail.com
E-mail address

Steven A. Billings Myra W Billings
Signature of Property Owner

2/16/20
Date

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Town of Huntersville
NORTH CAROLINA

CERTIFICATE OF SUFFICIENCY

To: The Board of Commissioners of the Town of Huntersville, North Carolina

I, Janet Pierson, Town Clerk, do hereby certify that I have investigated the Petition by Skybrook West, LLC for the no-contiguous annexation of certain property known as Billings Property, and have found as a fact that said Petition is signed by all the owners of real property lying in the area described therein in accordance with North Carolina General Statutes 160A-58, *et seq.* The undersigned therefore certifies that the Petition is sufficient for the voluntary annexation of a non-contiguous area pursuant to NCGS §160A-58.1.

IN WITNESS WHEREOF, I have hereto set my hand and affixed the seal of the Town of Huntersville this 14th day of April 2021.

Town of Huntersville 1873 North Carolina

Janet Pierson

Janet Pierson, Town Clerk

101 Huntersville-Concord Rd • PO Box 664 • Huntersville, NC 28070
Phone (704) 875-6541 • *Fax* (704) 948-6020 • *Website* www.huntersville.org

Town of Huntersville
Town Board
April 19, 2021

To: Town Board

From: Janet Pierson, Town Clerk

Date: April 19, 2021

Subject: Call a public hearing for Monday, May 17, 2021, at 6:00 p.m. at the Huntersville Recreation Center, 11836 Verhoeff Drive, to receive comments on the proposed budget for Fiscal Year 2021-2022. *(Anthony Roberts)*

EXPLAIN REQUEST:
Call a public hearing for Monday, May 17, 2021, at 6:00 p.m. at the Huntersville Recreation Center, 11836 Verhoeff Drive, to receive comments on the proposed budget for Fiscal Year 2021-2022.

ACTION RECOMMENDED:
Call Public Hearing

FINANCIAL IMPLICATIONS:

ATTACHMENTS:
None