

**TOWN OF HUNTERSVILLE
TOWN BOARD MEETING
MINUTES**

**October 7, 2025
6:00 p.m. – Huntersville Town Hall
101 Huntersville-Concord Road**

PRE-MEETING

None

**REGULAR MEETING
TOWN OF HUNTERSVILLE
BOARD OF COMMISSIONERS**

The Regular Meeting of the Huntersville Board of Commissioners was held at the Huntersville Town Hall, 101 Huntersville-Concord Road, at 6:00 p.m. on October 7, 2025

GOVERNING BODY MEMBERS PRESENT: Mayor Christy Clark; Commissioners Alisia Bergsman, Jennifer Hunt, Edwin Quarles, LaToya Rivers and Nick Walsh.

Mayor Clark called for a moment of silence.

Mayor Clark led the Pledge of Allegiance.

ANNOUNCEMENTS AND PRESENTATIONS

Veterans Day Parade and Ceremony is November 8, 2025.

First Responders Park Update.

Google Fiber Installation Update.

Seeking applicants to serve as appointed representative to the Mecklenburg Public Transportation Authority.

Fire Prevention Week Proclamation.

National Arts and Humanities Month Proclamation.

Public Power Week Proclamation.

Greenway, Trail and Bikeway Commission Update.

PUBLIC COMMENTS

Ed McCormick addressed the Board in support of traffic calming measures for Maple Branch in Northbrook. He also, suggested the Town should consider approaches to prevent commercial traffic on residential streets.

Janet Webb addressed the Board in opposition of Petition #25-07, the hotel that is proposed to be built near Greenfield Park.

Mayor Clark announced that she received a resignation letter from Commissioner Amanda Dumas.

AGENDA CHANGES

Commissioner Walsh made a motion to add Item F under Other Business – Consider adding the position of Deputy Town Clerk to the Town’s Classification plan by reclassifying the existing Executive Assistant position in the Administrative Department to a Deputy Town Clerk position and add Item G under Other Business – Consider accepting resignation of Commissioner Dumas due to ineligibility to continue serving.

Commissioner Hunt seconded the motion.

Motion carried unanimously.

Commissioner Walsh made a motion to adopt the agenda, as amended.

Commissioner Hunt seconded the motion.

Motion carried unanimously.

At the request of Mayor Clark, the Town Attorney explained what changes Commissioner Dumas’ resignation will do to the quorum count.

CONSENT AGENDA

Commerce Centre Drive South Contract. The Town's Public Works Department solicited informal bids for the Commerce Centre Drive South project. Bids were due Thursday, August 14, 2025, at 2:00 p.m. Three bids were submitted, with the lowest bid being \$498,530.68 submitted by Country Boy Landscaping (CBL). The Public Works Department wishes to engage with CBL for the construction of Commerce Centre Drive South.

Commissioner Quarles made a motion to approve contract for the construction of the Commerce Centre Drive South project. Commissioner Walsh seconded the motion. Motion carried unanimously.

Contract attached hereto as Exhibit No. 1.

Call For Public Hearing – Petition #TA25-12. Commissioner Quarles made a motion to call a public hearing for November 3, 2025, at 6:00 p.m. at Huntersville Town Hall, Huntersville, NC 28078 on Petition #TA25-12, a request by the Town of Huntersville Planning Department to amend Article 8.16 of the Zoning Ordinance to allow detached garages in any yard on lots over five acres in size. Commissioner Walsh seconded the motion. Motion carried unanimously.

Call for Public Hearing – Petition #TA25-10. Commissioner Quarles made a motion to call a public hearing for November 3, 2025, at 6:00 p.m. at Huntersville Town Hall, Huntersville, NC 28078 on Petition TA25-10, a request by R. Todd Hirschfeld to amend Articles 3.2.3 and 9.18 of the Zoning Ordinance to permit with conditions private helistops in the General Residential zoning designation. Commissioner Walsh seconded the motion. Motion carried unanimously.

Call for Public Hearing – Petition #TA25-11. Commissioner Quarles made a motion to call a public hearing for November 3, 2025 at 6:00 p.m. at Huntersville Town Hall, Huntersville, NC 28078 on Petition #TA25-11, a request by Northwood Ravin to amend Articles 4.9 and 8.16 of the Zoning Ordinance to allow single-family detached homes on lots 50 feet wide and less accessed via alley to have a reduced rear yard setback when a garage is attached to the primary structure via breezeway. Commissioner Walsh seconded the motion. Motion carried unanimously.

Resolution Supporting Abandonment of Streets at North Mecklenburg High School. In conjunction with the redevelopment of North Mecklenburg High School, and proposed site layout for the new school facility, it is necessary for the two existing maintenance rights-of-way maintained by the NCDOT to be abandoned. The right-of-way to be abandoned are known as SR-2633 and SR-2456. NCDOT requires the Town of Huntersville to adopt a resolution in support of this abandonment.

Commissioner Quarles made a motion to adopt Resolution Requesting the NCDOT Division of Highways to Abandon Streets at North Mecklenburg High School. Commissioner Walsh seconded the motion. Motion carried unanimously.

Resolution attached here as Exhibit No. 2.

Delivery of #4 Substation Construction Contract. The opportunity for the delivery of Substation #4 erection was shared by the Town's consulting engineer for this project (Southeastern Consulting Engineers, Inc) to ten firms, with the final cost anticipated in the informal bid range (below \$500,000). The lowest proposal was submitted by Trull Power Company, LLC in the amount of \$472,893.56, which includes a \$50,000 change order allowance. They have just completed similar work in Cornelius and in the engineer's, opinion have a good understanding of this project.

Commissioner Quarles made a motion to approve construction contract for Delivery #4 Substation. Commissioner Walsh seconded the motion. Motion carried unanimously.

Contract attached hereto as Exhibit No. 3.

PUBLIC HEARINGS

Pottstown Community Preservation Plan. Mayor Clark called to order public hearing on the Pottstown Community Preservation Plan.

David Peete, Principal Planner – Long Range, entered the draft plan into the record and reviewed the plan. *Pottstown Community Preservation Plan attached hereto as Exhibit No. 4.*

Working with the Town Staff and the planning consultant firm Neighboring Concepts, engaged the residents from January to July 2025, to explore their concerns and preferences for how the Pottstown Community could develop over the next 10 years. The draft plan reflects those concerns and offers goals and strategies to achieve their preferred path forward.

Sheldon Merrill and Eric Orozco presented an overview about the process and goals. *Refer to PowerPoint attached hereto as Exhibit No. 5.*

Mr. Peete and representatives from Neighboring Concepts responded to questions from the Board.

Mayor Clark called for public comments.

Shinon Mayfield (Austin Mayfield deferred time) said I'll go ahead and let you know I'm 100 percent German. I'm raw and real. I'm not going to sugarcoat it. I'm going to tell you what I see. I live in Pottstown or I'm sorry, what these men deemed outside of Pottstown because I live on New Haven Drive right at the stop sign of Holbrook. I've been hearing a lot of talk about gentrification. Gentrification or now I heard a new word urban. Let's call a spade a spade. Are we ready. People in charge like to use the word gentrification. They and perhaps even some of you spin it as renewal, economic growth and improvement of services and other positive words. Maybe you don't know or maybe you really don't care the true meaning of gentrification, but I'm here to let you know what it is. The term gentrification was first used in the 1960s by Ruth Glass. She Was a German British socialist. The term was deemed to move the lower class out of London Properties so middle and upper class could take them over. More simply the process of historical disinvested sites, neighborhoods being transformed by the wealthy newcomers driving up property values, forcing out long-term, low-income residents, tell me why there are three \$275,000 houses on a spot that they declare Pottstown. That's not historical now is it. In layman's terms gentrification starts looking like another word that a lot of people don't want to call out, but I will. It's segregation. I'm calling a spade of spade. You are forcing the black community out. You are forcing the lower income out. You are releasing what was once a historical site for money.

Let me ask you, why are you not trying to revitalize the trailer park down the road. Why is it only the black neighborhood. Can anyone answer that question. It seems like Pottstown has become a business opportunity, not a historical site. The Civil Rights Act of 1968 was formed to protect the black community neighborhoods and people losing their land for this situation. Pottstown does actually fall under the Civil Rights Act. It was given to the black people for the black people way before Huntersville was a community, way before Mecklenburg County even started. And yes, I know my research because I have called the Justice Department in Washington, D.C. I do my research, friends. In 1955 very few people stood up and made a movement that changed where black people stand today. They didn't have the internet. I'm not going to sit back and allow history to repeat itself. But guess what folks, we have the internet now. John 10:10 says the devil will come and steal, kill and destroy. You know what's happening to Pottstown, the devil is working really hard. You know why, because they're destroying the families. They're legally stealing land by finding loopholes by upping tax prices so the good, hardworking people that live there can no longer pay their property taxes and it gets foreclosed on. You are killing history. With that being said I'm going to say something that a lot of people might not like what I say, but I am going to say it. Please let me know when you guys turned your hoods into suits and started using trickery and spin of the words to the elders instead of marching down. We are not doing it anymore. Pottstown needs to stand.

Brandon Nelson said when I got here I was informed.....I just had a question and I was informed that we're not allowed to ask questions, so I'll word this as I would invite you all to, well, first the preservation of Pottstown I hope includes the beautification of Pottstown and I invite everyone to drive down Central and take a left on David or right, depending on which way you're coming, and ask yourself why are there industrial highway guardrails on a dead end residential road. I don't see that in any other community/ neighborhood in Huntersville. I live behind Huntersville Elementary and there's sidewalks and no industrial guardrails. I just ask that maybe the preservation and beautification of the community includes the removal of industrial highway guardrails in a residential area on a dead-end road. Just take a trip, drive through it, check it out, and ask yourself if those should be there or are they out of place and maybe we should work with the DOT or something to have those removed.

Janelle Harris said the Pottstown Community Preservation Plan is very much appreciated and glad that you took this endeavor upon yourselves. For the past seven years, I've been a part of several organizations, all of whom have asked for guidance and a plan to save our community. Some organizations feel there's a secret source of funds and we need to go on a quest for them. Some organizations feel they have autonomy, and they move like a lone source quickly while others talk and think and research themselves in circles and achieve great things, but at a slow pace. Mecklenburg County knows this in 2022 and facilitated what is now the POTTSTOWN Leaders Group. As a collective, we've been able to achieve the guidelines and procedures laid out by those officials who are helping us engage for their purposes.

Janelle Harris PLG did not directly communicate with Neighboring Concepts as a group having decided to approach this plan as individuals. I wholeheartedly agree that there is a need for a coalition with a structure separate from PLG. Initially, I was against this process happening before PLG business concluded. However, I'm now relieved that we have a blueprint on how our organizations can, should and do come together and do great work. It's my belief that if we start implementing the work these professionals have given us and use the resources of other successful coalitions, we can thrive with this plan. Pottstown must be on pace with new development and our neighboring community, Vermilion, is zoned Neighborhood Residential with a development overlay. We probably need to look into doing that ourselves. I look forward to continuing the work and collaborating as needed. Now having been appointed to the Downtown Master Plan Committee, I know plans require continued reminders to officials to keep them engaged in implementation. I do hope this plan will move along quickly and produce tangible results that all current and future board members will help us Pottstown residents see to fruition.

Rachel Zwiff said first of all, let me thank the Board, thank Neighboring Concepts. I know that you did not like my angry emails all the time, but it is my passion that thrives everything in me. I have one question for you. How can Pottstown survive. How can the residents age in place, families stay throughout generations in this current lightning speed development projects impeding encroachments. Pottstown does not have one to two years as implemented in the plan. Pottstown is facing near extinction in less than one month if the transit bill passes, we will become the blood in the water to shark developers. Families uprooted into place, saviors unable to age in place due to lingering fears of what is to come in the rich history demolished within mere minutes. A town's oldest community history lost within the winds. The plan is not ready to move forward. The implementation time for an overlay district of one to two years does not fly. It has to happen immediately. And because of that, I ask for a moratorium be put on Pottstown for the next six to nine months while we're able to create that overlay district so that we

can be preserved. This is the only way to preserve, protect Pottstown. I ask you again how will you help Pottstown survive.

BeeJay Caldwell said I'm here about the Small Area Plan. I'm disappointed that the group that was hired had a different job than what I was expecting. When they first came and we had an opportunity to decide between one or the other group, the main thing I wanted to know was how soon, because at my age, I don't believe I have as many years ahead of me as I have behind me. I was disappointed in that I thought it would be more quickly something to say the community for now instead of it being such a futuristic thing for the neighbors who have moved in. Everything seems to be for the neighbors and that's okay, but it doesn't happen for me. That's why I am disappointed, and the focus has been on the future when we thought it would help the present.

What does it do. It shows clearly that progress is not compatible with preservation in the Pottstown and East Huntersville area. We still don't have any infrastructure and sidewalks and we'll still jumping the ditch, so I don't know what we can do to move this forward so that the people who live in Pottstown today can see some benefits from having lived long and we didn't prosper. We did prosper some, but the community is still looking like it did when I was born in 1946. We are here at the mercy of each of you who can vote, but for whatever reason, look at where we are and look at where you are.

David Doctor said my wife and I live on Serenity Street. Serenity Street dead ends into the 31-acre county tract that some of you have seen on the map. We live three houses off that dead end. We're on the south side, so we overlook the fork of the South prong of Clarke Creek. I want to say first of all that my wife and I support the Pottstown Preservation Plan. We have one provision on that and that provision arises out of work that was done at the April 4 visioning and co-creation community workshop. It was in the report documenting that work is online. There was an image that was included and it's on the web and that image shows the extension of a number of streets, one being New Haven extending over and connecting into Dellwood, and also the extension of David Street connecting into the extension of New Haven.

Before I comment further, I'm going to note that my degree, although it's a number of years ago, was in planning environmental studies. Early in my career, I was a transportation planner for the region serving metro Detroit and subsequently was a director of transportation planning for a seven-county region in western Kentucky, so I have some experience with transportation planning highway engineering. The extension of New Haven over to Dellwood, in my professional opinion, is ill-advised for three reasons. One, I live in the area, I understand the traffic patterns and flow. I don't believe that a traffic study would warrant such an investment. Secondly, while the distance from New Haven to Dellwood is only about 1,000', the elevation where New Haven sits, the fall down to the creek, is about 80' to 100' and it's another 80' to 100' back up to Dellwood. Such a construction would be really very expensive. There'd be a lot of excavation work. There'd probably need to be a structure at the bottom, a bridge or something. And finally, the extension of New Haven through that county, 31-acre tract would go through a sensitive environmental area. In the past few months, I've observed deer, fox, coyote, nesting pair of hawks, owls, all kinds of other animals, interesting snakes. But that's their community. And while we're thinking about preserving the Pottstown community, we also need to think about preserving their community as the development we've encouraged hasn't left much for them. No road through the county land, please.

Paul Miller said I live on Serenity Street across the street from David. The concern is in this map there is this road that Serenity dead ends into the woods there. This road would come along that dead end. I've heard that that's not part of the plan and my question is, is that part of the plan. I had nothing to do with the county.

Mr. Orozco said we said we drew a lot as planners like to do, but that was a workshop discussion to propose ideas to see if they had any merit. That was one of the ones that the community of course did not agree on. It's not in the plan. I would just point out that we are recommending that the Town consider protecting the tree canopy. That's a large reserve of contiguous tree canopy in that area. That is actually one of the tools in the plan to look at green development policies and standards. One of those could be perhaps thinking about wildlife corridors actually protecting them. That area in the 31 acres is actually an area of ecological services that's worth protecting. And I'll just say that the county's intention is to protect that resource for the community and I think we need that for clean water, but also that large reserve of trees is actually providing a vital function for all the downtown area. The only other area of contiguous tree canopy that's close to downtown is just right here where the greenway is going through. You have those large reserves of green trees for the community, so I would just say that we did look at ideas, but those were just discussions. They were tabled discussions. The drawing that we did was actually to generate discussions and to understand how the community actually valued it as resources. Not to say that there isn't any merit in connecting streets, there is in some occasions, but for the factors that you just brought up, the topographical changes and all that, those obviously would be evaluated if we were to consider those street connections. I wouldn't take a tabled discussion very seriously, it's just to say this is what we considered, but we also did not advance that.

Brandon Nelson said that was a question and the question was answered. I was told you can't ask questions, so now I'd like my question answered. Why are there industrial guardrails at a dead-end residential road and will those be removed.

[inaudible]

Mayor Clark said Brian, can you speak as to why there are industrial guardrails at the end of the stub road.

Mr. Richards said it's his assumption that given the age of that project and the topography of that area; they are there for protection for folks not being able to run off the road.

[inaudible]

Mr. Richards said we can get together with the Public Works and Engineering Department and go out and evaluate these situations. Just for everybody's knowledge, at any dead end today there's always guardrails placed at the end with notifications.

[inaudible]

Mr. Richards said I understand in your situation, I can't speak to when that was done. It was probably installed before I was born, but we can go out and take a look at the situation. Those were also done through NCDOT many decades ago.

Varona Wynn said I believe that's the point he's talking about is possibly a small landfill of 0.006 acres on David Street.

Staff responded to questions from the Board.

There being no further comments or questions, Mayor Clark closed the public hearing.

Abandon Portion of Thread Lane. Lora Mastrofrancesco, Transportation Engineer/Project Manager, reviewed request to abandon a portion of Thread Lane. *Refer to PowerPoint attached hereto as Exhibit No. 6.*

Ms. Mastrofrancesco responded to questions from the Board.

There being no further comments or questions, Mayor Clark closed the public hearing.

OTHER BUSINESS

Resolution – Abandon Portion of Thread Lane. Commissioner Hunt made a motion to adopt the Resolution to abandon a portion of Thread Lane formerly north Main Street.

Commissioner Rivers seconded the motion.

Motion carried unanimously.

Resolution attached hereto as Exhibit No. 7.

Traffic Calming – Maple Branch Drive. Lora Mastrofrancesco, Transportation Engineer/Project Manager, reviewed request for traffic calming measures on Maple Branch Drive.

Ms. Mastrofrancesco responded to questions from the Board.

Commissioner Rivers made a motion to approve traffic calming device for Maple Branch Drive.

Commissioner Quarles seconded the motion.

Motion carried unanimously.

Labor Contract for Electrical Contract Work of FY26. Formal Bids were solicited for contract labor for the FY26 period for electrical construction. Four bids were received and Huss Boring, LLC was the lowest, responsive, responsible bidder. This work will consist of underground and directional boring services for the installation of electric infrastructure as stated in the bid specifications.

Kevin Josupait, Electric Systems Manager, responded to questions from the Board.

Commissioner Bergsman made a motion to approve the contract for electric construction for fiscal year 2026 to Huss Boring LLC in the amount of \$2,372,945 and authorize the Town Manager to execute documents.

Commissioner Walsh seconded the motion.

Motion carried unanimously.

Contract attached hereto as Exhibit No.8.

Right-of-way Abandonment Policy Revisions. Emily Sloop, Town Attorney, reviewed the purpose of the right-of-way abandonment policy.

Commissioner Walsh made a motion to approve the revisions to the current Right-of-way Abandonment Policy.

Commissioner Hunt seconded the motion.

Motion carried unanimously.

Revised Policy attached hereto as Exhibit No. 9.

Budget Amendment – Purchase of 15318 NC Hwy 73 Anthony Roberts explained the purchase of this land is for Fire Station No. 2 replacement.

Mr. Roberts responded to questions from the Board.

Commissioner Quarles made a motion that we approve a budget amendment appropriating Fund Balance in the amount of \$900,995 for the purpose of purchase of real property at 15318 NC Hwy 73.

Mr. Roberts responded to questions from the Board.

Commissioner Bergsman seconded the motion.

Motion carried unanimously.

Add Position of Deputy Town Clerk. Jackie Huffman, Deputy Town Manager, explained request to reclassify the existing Executive Assistant position within the Administrative Department to a Deputy Town Clerk position.

Ms. Huffman responded to questions from the Board.

Commissioner Walsh made a motion to add the position of Deputy Town Clerk to the Town's Classification Pay Plan by reclassifying the Executive Assistant Position in the Administrative Department to a Deputy Town Clerk position.

Commissioner Hunt seconded the motion.

Motion carried unanimously.

Resignation of Commissioner Dumas. Commissioner Walsh made a motion to accept the resignation of Commissioner Dumas.

Commissioner Hunt seconded the motion.

Motion carried unanimously.

CLOSING COMMENTS

Commissioner Quarles sent condolences to fallen officer and his family.

Commissioner Bergsman expressed appreciation to Commissioner Dumas for her service. Sent thoughts to victim of fatal accident Friday morning and her family.

There being no further business, Commissioner Rivers made a motion to adjourn. Commissioner Quarles seconded the motion. Motion carried unanimously.

Approved this the 2nd day of December 2025.



REQUEST FOR INFORMAL, COMPETITIVE BIDS

The Town of Huntersville will receive informal bids for the Grade, Base, and Pave Commerce Centre extension (Phase I, South) Project until 2:00 PM on Thursday, August 14th, 2025. All bids should be sent to Dillon Norton at dnorton@huntersville.org. Notification of the apparent low bidder will be emailed to all bidders.

The Town of Huntersville is committed to providing opportunities for small and disadvantaged businesses. The Town encourages bids from Historically Underutilized Businesses (HUB).

It is the Contractor's responsibility to ensure that their bids are actually received by the Town by the deadline. The Town of Huntersville Board of Commissioners ("Town Board") reserves the right to reject any and all bids for any reason, at any time, and to waive minor informalities.

Mark Taylor, PE
Project Construction Engineer
Town of Huntersville

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REQUEST FOR BIDS ("RFB")

PROJECT: Commerce Centre Road Extension, Phase I

LOCATION OF THE WORK: Intersection of Commerce Centre Road at Gilead Road

TYPE OF WORK: Grade, Base, and Pave Commerce Centre extension (Phase I, South)

BIDS MUST BE RECEIVED BY: Thursday, August 14th, 2025, by 2:00 P.M.

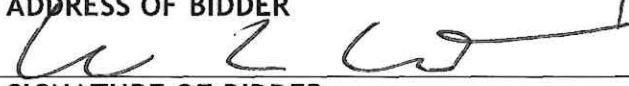
EMAIL ADDRESS FOR BID SUBMISSION: dnorton@huntersville.org

DATE OF AVAILABILITY & COMPLETION: August 25th (available) - November 24th, 2025 (completion)

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, which requires the bidder to be licensed by the NC Licensing Board for Contractors when bidding on any non-federal aid project where the bid is \$40,000 or more, except for certain specialty work as determined by the licensing board.

Country Boy Landscaping, Inc. 67108
NAME OF BIDDER N.C. CONTRACTOR'S LICENSE NUMBER

P.O. Box 290 Harmony, NC 28634
ADDRESS OF BIDDER


SIGNATURE OF BIDDER

COMMERCE CENTRE ROAD EXTENSION, PHASE I

1.0 INSTRUCTIONS TO BIDDERS

PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID.

The Project being placed out for bid by the Town of Huntersville is to Grade, Base, and Pave Commerce Centre extension (Phase I, South) shown on Exhibit A and B to this RFB. By submitting a bid, the Bidder agrees to provide the labor, services, equipment, and materials needed to complete the Project. 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.

- 1.1 Standard Specifications. Those provisions of North Carolina Department of Transportation 2024 Standards for Roads and Structures ("Standard Specifications") specifically referenced in Section 2.0 of this Contract Proposal are incorporated herein by reference and shall be considered a part of the Contract. Divisions 2 through 17 of the Standard Specifications for Roads and Structures which are applicable to the Work being performed as part of the Project shall be considered as part of the Project Specifications 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.
- 1.2 BIDDERS MUST INCLUDE SALES TAXES, IF ANY IS EXPECTED TO BE PAID IN PERFORMANCE OF THE WORK, IN UNIT PRICING.
- 1.3 All entries on the bid form, including signatures, shall be written in ink.
- 1.4 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*****
- 1.5 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.
- 1.6 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.
- 1.7 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)

- 1.8 Bids submitted by corporations shall bear the seal of the corporation.
- 1.9 The bid shall not contain any unauthorized additions, deletions, or conditional bids.
- 1.10 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.
- 1.11 Withdrawal of bids shall be governed by N.C.G.S. § 143-129.1.
- 1.12 The successful bidder will be required to sign the Contract within ten (10) consecutive days of the award, or otherwise forfeit their bid deposit.

THE TOWN OF HUNTERSVILLE BOARD OF COMMISSIONERS (TOWN BOARD) RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS FOR ANY REASON, AT ANY TIME, AND TO WAIVE MINOR INFORMALITIES

2.0 PROJECT SPECIAL PROVISIONS - GENERAL

The Project being placed out for bid by the Town of Huntersville is to Grade, Base, and Pave Commerce Centre extension (Phase I, South) shown on Exhibit A and B to this RFB. The Contractor agrees to provide the labor, services, equipment, and materials needed to complete the Project. The Project will be performed in accordance with the North Carolina Department of Transportation 2024 Standard Specifications for Roads and Structures, including but not limited to Division 6, Asphalt Pavements, as modified in the Project Special Provisions - Roadway, contained in this RFB.

All work and materials shall be in accordance with the provisions of this Contract Proposal, the Project Special Provisions, the North Carolina Department of Transportation 2024 Standard Specification for Roads and Structures (but only as specifically referenced in the Contract Documents), the North Carolina Department of Transportation 2024 Roadway Standard Drawings as applicable to the Work, and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as applicable to the Work.

The Contractor shall keep himself fully informed of all Federal, State, and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the 2024 Standard Specifications for Roads and Structures.

The bid form furnished by the Town of Huntersville with the proposal shall be used and shall not be altered in any manner. All papers bound with the proposal, including but not limited to the bid form, are necessary parts thereof and shall not be detached from the proposal, taken apart from the proposal, or altered. The proposal includes the printed contract forms and signature sheets for execution by both parties to the contract, once awarded and approved by the Town Board of Commissioners. If the proposal is accepted and the award is made, the contract is valid only after execution by the Town and being pre-audited in the manner required by the North Carolina Local Government Fiscal Control Act. The conditions and provisions herein cannot be changed except over the signature of the said Town Manager.

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.

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.

The quantities shown in the itemized proposal for the project are considered to be approximate only and are given as the basis for comparison of quotations. The Town of Huntersville may, at its discretion, increase or decrease the quantity or any item or portion of the work for any reason.

Any increase or decrease in the quantity of any item will not be regarded as sufficient grounds for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for in the contract.

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.

The following articles of the North Carolina Department of Transportation 2024 Standard Specifications for Roads and Structures (the “Standard Specifications”) shall apply to the bidding process, bid evaluation, and contract award. To the extent that the provisions of the Standard Specifications conflict with these Instructions to Bidders, or with the Special Provisions, the order of priority in interpreting the requirements for the bidding process, bid evaluation and contract award shall be first, these Instructions to Bidders, second the Special Provisions, and third the Standard Specifications:

101-1 GENERAL

101-2 ABBREVIATIONS

101-3 DEFINITIONS

102-1 INVITATION TO BID

102-5 INTERPRETATION OF QUANTITIES IN PROPOSAL

102-6 EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT AND SITE OF WORK

102-8 PREPARATION AND SUBMISSION OF BIDS (excluding (B) Electronic Bids)

102-10 BID BOND OR BID DEPOSIT (excluding all references to electronic bids and electronic bid bonds.)

102-11 DELIVERY OF BIDS (excluding all references to electronic bids and electronic bid bonds)

102-12 WITHDRAWAL OR REVISION OF BIDS (excluding (B) Electronic Bid)

102-13 RECEIPT AND OPENING OF BIDS (excluding (A) and all references to electronic bids and unbalanced bids)

102-14 REJECTION OF BIDS (excluding (A) State Funded Projects and (B) Federal Aid Projects, all references to unbalanced bids, and all references to electrical, plumbing, heating and air condition and refrigeration contracting.)

103-1 CONSIDERATION OF BIDS

103-2 CORRECTION OF BID ERRORS (excluding phrase “and correct apparent clerical errors and omissions” in the opening paragraph, and excluding (A) (4) and (A) (5)))

103-5 CANCELLATION OF AWARD

103-6 RETURN OF BID BOND OR BID DEPOSIT

103-7 CONTRACT BONDS

103-8 EXECUTION OF CONTRACT

103-9 FAILURE TO FURNISH CONTRACT BONDS

SECTION 104, SCOPE OF WORK, INCLUDING ONLY THE FOLLOWING:

104-1 INTENT OF CONTRACT

104-2 SUPPLEMENTAL AGREEMENTS

104-3 ALTERATIONS OF PLANS OR DETAILS OR CONSTRUCTION

104-4 SUSPENSIONS OF WORK ORDERED BY THE ENGINEER

104-5 OVERRUNS AND UNDERRUNS OF CONTRACT QUANTITIES (excluding the second paragraph of (A) excluding (B), (C) and (D))

104-6 ELIMINATED CONTRACT ITEMS

104-7 EXTRA WORK

104-9 DISPOSITION OF SURPLUS PROPERTY

104-10 MAINTENANCE OF THE PROJECT

104-11 FINAL CLEANING UP

SECTION 105, CONTROL OF WORK, INCLUDING ONLY THE FOLLOWING:

105-1 AUTHORITY OF THE ENGINEER (excluding reference to 102-15)

105-2 PLANS AND WORKING DRAWINGS

105-3 CONFORMITY WITH PLANS AND SPECIFICATIONS

105-4 COORDINATION OF PLANS, SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS

105-5 COOPERATION BY CONTRACTOR

105-7 COOPERATION BETWEEN CONTRACTORS

105-8 COOPERATION WITH UTILITY OWNERS

105-9 CONSTRUCTION STAKES, LINES AND GRADES

105-10 AUTHORITY AND DUTIES OF THE INSPECTOR

105-11 INSPECTION OF THE WORK

105-12 UNAUTHORIZED WORK

105-13 LIMITATIONS OF OPERATIONS

105-14 NIGHT WORK

105-16 FAILURE TO MAINTAIN THE PROJECT OR PERFORM EROSION CONTROL WORK

105-17 INSPECTION AND ACCEPTANCE

SECTION 106, CONTROL OF MATERIAL, INCLUDING ONLY THE FOLLOWING:

106-1 GENERAL REQUIREMENTS (excluding (B) Domestic Steel)

106-2 SAMPLES, TESTS AND CITED SPECIFICATIONS

106-3 CONTRACTOR FURNISHED CERTIFICATION

106-4 DELIVERY AND HANDLING OF MATERIALS

106-5 STORAGE OF MATERIALS

106-6 INSPECTION AT SOURCE

106-7 SCALES AND PUBLIC WEIGHMASTER

106-8 DEPARTMENT FURNISHED MATERIAL

106-9 DEFECTIVE MATERIAL

106-10 DENSITY DETERMINATION BY NUCLEAR METHODS.

SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC, INCLUDING ONLY THE FOLLOWING:

107-1 LAWS TO BE OBSERVED

107-3 PERMITS AND LICENSES

107-4 PATENTED DEVICES, MATERIALS AND PROCESSES

107-5 ENCROACHMENT ON RIGHT-OF-WAY

107-7 SANITARY PROVISIONS

107-8 PUBLIC CONVENIENCE AND SAFETY

107-9 COORDINATION WITH RAILWAY

107-10 WORK IN, OVER OR ADJACENT TO NAVIGABLE WATERS

107-11 PROTECTION AND RESTORATION OF PROPERTY

107-12 CONTROL OF EROSION, SILTATION AND POLLUTION

107-13 PROTECTION OF PUBLIC LANDS

107-14 RESPONSIBILITY FOR DAMAGE CLAIMS

107-16 OPENING SECTION OF PROJECT TO TRAFFIC

107-17 CONTRACTOR'S RESPONSIBILITY FOR WORK

107-18 FURNISHING RIGHT OF WAY

107-19 PERSONAL LIABILITY OF PUBLIC OFFICIALS

107-20 WAIVER OF LEGAL RIGHTS BY THE DEPARTMENT

107-21 SAFETY AND ACCIDENT PROTECTION

107-22 WAGES AND CONDITIONS OF EMPLOYMENT

107-23 LIABILITY TO THIRD PARTIES

107-25 HAZARDOUS, CONTAMINATED AND TOXIC MATERIAL

107-26 FINES AND LEVIES AGAINST THE DEPARTMENT

SECTION 108 PROSECUTION AND PROGRESS, INCLUDING ONLY THE FOLLOWING:

108-1 GENERAL

108-2 PROGRESS SCHEDULE

108-3 PRECONSTRUCTION CONFERENCE

108-4 CONSTRUCTION CONFERENCES

108-5 CHARACTER OF WORKMEN, METHODS AND EQUIPMENT

108-6 SUBLETTING OF CONTRACT (excluding reference to N.C.G.S. § 136-29, and to disqualification from further bidding as per 102-15.)

108-7 TEMPORARY SUSPENSION OF THE WORK

108-8 FAILURE TO MAINTAIN SATISFACTORY PROGRESS (excluding reference to the Prequalified Bidders List)

108-9 DEFAULT OF CONTRACT

108-10 CONTRACT TIME AND INTERMEDIATE CONTRACT TIME.

108-11 LIQUIDATED DAMAGES

108-12 EXTENSION OF CONTRACT TIME AND APPORTIONMENT OF LIQUIDATED DAMAGES.

108-13 TERMINATION OF CONTRACT

103-14 TERMINATION FO CONTRACTOR'S RESPONSIBILITY

SECTION 109 MEASUREMENT AND PAYMENT, INCLUDING ONLY THE FOLLOWING:

109-1 MEASUREMENT OF QUANTITIES

109-2 SCOPE OF PAYMENT

109-4 PARTIAL PAYMENTS (excluding (C) Unbalanced Bids)

109-5 PAYMENT FOR MATERIAL TO BE USED IN THE WORK

109-6 PAYMENT FOR LEFTOVER MATERIALS

109-7 COMPENSATION PAID AT CONTRACT PRICES

109-8 FUEL PRICE ADJUSTMENTS

109-9 FINAL PAYMENT

109-10 DOCUMENTS REQUIRED FOR THE PROCESSING OF THE FINAL PAYMENT

109-11 INTEREST ON FINAL PAYMENT

SECTION 150 MAINTENANCE OF TRAFFIC

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 replaced by the words "Town of Huntersville".

"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 Engineer or his/her duly authorized representative".

"Sampling and testing by Department" shall be replaced by the words "inspection by the Town of Huntersville or its duly authorized representative".

"Inspection by Department" shall be replaced by the words "Inspection by the Town of Huntersville or its duly authorized representative".

2.0.1 Definitions

Definitions contained within the Standard Specifications in 101-3 DEFINITIONS shall apply, except to the extent they are modified by the terms of the Contract Proposal, in which case the Contract Proposal shall control.

2.0.2 Other Definitions

“Contract” The Contract shall consist of the following documents:

The Invitation to Bid, including any and all Addenda.

The Bid Bond

The Contract Proposal, including all third-party documents referenced in the Contract Proposal, attachments to the Contract Proposal, and all Addenda.

The Town Standard Construction Services Contract, attached hereto as Exhibit C.

The Bidding documents submitted by the successful bidder.

The Payment and Performance Bonds

“Addendum (Addenda) - written modifications to the Contract documents made and distributed prior to the Bid Opening.

“Contractor” Contractor shall mean the successful bidder with whom the Town enters into the Contract for performance of the Work.

“Town” Town means the Town of Huntersville, North Carolina, a municipal corporation.

“Project” The Project is NC 115 at Harvest Point Sidewalk Project Improvements shown on Exhibit A.

2.1 AUTHORITY OF THE ENGINEER

The Engineer for this project shall be the Town Construction Engineer / Director of Public Works for the Town of Huntersville, acting directly or through his/her duly authorized representatives.

The Engineer will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. His/her decision shall be final and he/she shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

The Contractor will be required to obtain written approval from the Engineer for any subcontract work performed on this project prior to the subcontracted work being performed in accordance with Article 108-6 of the 2024 Standard Specifications for Roads and Structures.

2.2 CONTRACTOR QUALIFICATION

The Contractor shall be properly licensed in accordance with 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 NC Licensing Board for Contractors when bidding on any non-federal aid project where the bid is \$40,000 or more, except for certain specialty work as determined by the licensing board.

Prior to performing the work, the prime contractor and/or subcontractor(s) shall be qualified in the work items in the prime contractor’s construction progress schedule that they will complete themselves. Any contractor identified as working outside their expertise may be considered in default of contract.

2.3 AWARD & EXECUTION OF CONTRACT AND NOTICE TO PROCEED

The award of contract, if made, will be made based on the lowest, responsive, responsible bidder, taking into account quality, performance and time for performance specified in the Proposal. The apparent low bidder will be notified that they are the apparent low bidder. If the apparent low bidder is determined to be a responsible bidder, the apparent low bidder will be notified that his/her quotation has been accepted.

The Town of Huntersville will award the contract conditioned upon funds being available for construction and other governmental approvals as may be required. The Town of Huntersville reserves the right to terminate or suspend the contract in whole or in part if funds will not be available for payment of all or a part of the work to be performed during a fiscal year. In the event of termination of contract, the contractor shall be given a written notice of termination at least sixty (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 contract specifications.

The successful Bidder will be required to enter into the Town's Standard Form Contract, included as part of this Project, and must execute the Contract no later than ten (10) consecutive calendar days following the Award from the Town. Failure of a Bidder to execute the Contract within said ten (10) day period shall result in the forfeiture of the bidder's bid bond as described below.

A Notice to Proceed will be issued to the successful bidder upon receipt of a fully executed contract, bonds, insurance certificates, and any other documents required by the terms of the contract.

2.4 SUBLETTING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of this contract or any portion thereof; or his/her right, title, or interest therein; without written consent of the Engineer. Subletting of this contract or any portion of the contract shall conform to the requirements of Article of 108-6 of the 2024 Standard Specifications for Roads and Structures. The Contractor will not be permitted to sublet more than sixty percent (60%) of the total contract amount.

2.5 BID SECURITY REQUIREMENTS

A Bid Security is required in accordance with Article 102-10 of the 2024 Standard Specifications for Roads and Structures.

2.6 INTERMEDIATE CONTRACT TIME AND LIQUIDATED DAMAGES

The Contractor shall not close or narrow a lane of traffic, 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

- For unexpected occurrence that creates unusually high traffic volumes, as directed by the Engineer.
- For New Year's Day, between the hours of 6:00 A.M. December 31st and 9:00 A.M. January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until 9:00 A.M. the following Tuesday.
- For Easter, between the hours of 4:00 P.M. Thursday and 9:00 A.M. Monday.

- For Memorial Day, between the hours of 4:00 P.M. Friday and 9:00 A.M. Tuesday.
- For Independence Day, between the hours of 6:00 A.M. the day before Independence Day and 9:00 A.M. the day after Independence Day. If Independence Day is on a Friday, Saturday, Sunday, or Monday, then between the hours of 6:00 A.M. the Thursday before Independence Day and 9:00 A.M. the Tuesday after Independence Day.
- For Labor Day, between the hours of 4:00 P.M. Friday and 9:00 A.M. Tuesday.
- For Thanksgiving Day, between the hours of 6:00 A.M. Tuesday and 9:00 A.M. Monday.
- For Christmas, between the hours of 4:00 P.M. the Friday before the week of Christmas Day and 9:00 A.M. the following Tuesday after the week of Christmas Day.

2.7 MATERIALS AND TESTING

The Engineer reserves the right to perform all sampling and testing in accordance with Section 106 of the 2024 Standard Specifications for Roads and Structures and the Department's "Materials and Tests Manual." However, the Engineer may reduce the frequency of sampling and testing where he/she deems it appropriate for the project under construction.

The Contractor shall furnish the applicable certifications and documentation for all materials as required by the Standard Specifications. Material which is not properly certified will not be accepted.

All quantity tickets for items not measurable in place shall be submitted to the Engineer within seventy-two (72) hours after receipt of the material on the job. Each ticket shall indicate the date, contractor, job location and name, type of material, quantity of material, truck number and signature of the contractor or his/her authorized representative.

No tickets will be accepted after seventy-two (72) hours have elapsed between the time of the delivery and submittal of tickets to the Engineer.

2.8 BASIS OF PAYMENTS, CLAIMS, AND RETAINAGE

The quantity of unit or lump sum prices and payment will be full compensation for all work, including, but not limited to supervision, labor, transportation, fuels, lubricants, repair parts, equipment, machinery and tools, materials necessary for the prosecution and completion of the work. The quantities contained herein are estimated only and the quantity to be paid for shall be the actual quantities which were used on the project.

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Engineer. The amount of partial payments will be based on the work accomplished and accepted as the last day of the approved pay period. All requests for payment shall be made on the form furnished to the Contractor by the Town of Huntersville and shall identify the line items of accepted work for which payment is being requested. The form shall be completely and legibly filled out with all appropriate information supplied and shall be signed by an authorized representative of the Contractor. An amount equal to five percent (5%) of the total amount due on the partial pay estimate can be deducted and retained until after the final inspection. One hundred percent (100%) payment shall be made after successful completion of the work as verified by the final inspection. Retainage shall be in accordance with N.C.G.S. § 143-134.1.

2.9 TAXES AND LICENSES

North Carolina sales and/or use taxes are applicable to purchases of building materials and other tangible personal property by Contractors for use in performing Town of Huntersville contracts. Use tax is also due on construction equipment brought into North Carolina for use in the performance of Town of Huntersville contracts (NC Revenue Laws, G.S. 105-164.4 and G.S. 105-164.6). Contractors are liable for payment of applicable privilege licenses (NC Revenue Laws, G.S. 105-54). Contractors are also liable for payment of applicable franchise, corporate income, license, and withholding taxes (NC Revenue Laws, G.S. 105-122, G.S. 105-23, G.S. 105-134 and G.S. 105-163.2).

Contractor shall provide certification that all taxes were paid in accordance with the above listed statutes with each payment request. The certification shall be signed by a company officer and certified by a Notary Public.

2.10 UTILITY CONFLICTS

It shall be the responsibility of the Prime Contractor to contact all affected utility owners and determine the precise locations of all utilities prior to beginning construction. Utility owners shall be contacted a minimum of forty-eight (48) hours prior to the commencement of operations. Special care shall be used in working around or near existing utilities, protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his/her representative, in the restoration of service in the shortest time possible. Existing fire hydrants shall be kept accessible to fire departments at all times.

The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to ensure the safety of construction personnel and the public. Utilities damaged by the Contractor due to his/her negligence will be repaired at the Contractor's expense.

2.11 SUPERVISION BY CONTRACTOR

At all times during the life of the project the Prime Contractor shall provide one (1) permanent employee who shall have the authority and capability for overall responsibility of the project and who shall be personally available at the work site within a twenty-four (24) hour given notice. Such employee shall be fully authorized to conduct all business with the subcontractors, to negotiate and execute all supplemental agreements, and to execute the orders or directions of the Engineer.

At all times that work is actually being performed, the Contractor shall have present on the project one (1) competent individual who is authorized to act in a supervisory capacity over all work on the project, including work subcontracted. The individual who has been so authorized shall be experienced in the type of work being performed and shall be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract, and plans; and receiving and carrying out directions from the Engineer or his/her authorized representatives. He/she shall be an employee of the Contractor unless otherwise approved by the Engineer.

The Contractor may, at his/her option, designate one employee to meet the requirements of both positions. However, whenever the designated employee is absent from the work site, an authorized individual qualified to act in a supervisory capacity on the project shall be present.

Notwithstanding anything in the Contract Documents to the contrary, 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.

2.12 PAYMENT AND PERFORMANCE BONDS

The contractor will be required to execute both a payment bond and a performance bond in accordance with G.S. 44A-26. The contractor, by the execution of the award, shall provide the Town of Huntersville with a contract payment bond and a contract performance bond each in an amount equal to one hundred percent (100%) of the amount of the contract. The corporate surety furnishing the bonds shall be authorized to do business in the State. The contractor's failure to provide acceptable bonds by the execution date of the award shall be just cause for rescinding the award of the contract.

Payment Bonds

The successful bidder will be required to submit to the Town a Payment Bond in form attached to this Contract Proposal as Exhibit D.

Performance Bonds

The successful bidder will be required to submit to the Town a Performance Bond in form attached to this Contract Proposal as Exhibit D.

2.13 NOTIFICATION OF OPERATIONS

The Contractor shall notify the Engineer seventy-two (72) hours in advance of beginning work on this project and/or any foreseeable project delays. The Contractor shall give the Engineer sufficient notice of all operations for any sampling, inspection, or acceptance testing required.

2.14 PERSONAL PROTECTIVE EQUIPMENT (PPE)

All Contractors and contractors' personnel, all subcontractors and their personnel, and any material supplies and their personnel must wear an OSHA Approved reflective vest or outer garment at all times while on the project. Failure to wear the proper equipment will result in immediate removal of said person from the job site.

2.15 INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain insurance, as required by the Town Standard Contract, attached hereto as Exhibit C2.

2.16 PROJECT DISPUTES

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.

2.17 FINAL INVOICE

After the project has been completed and accepted, the Contractor shall submit his/her invoice for final payment to the following address:

Mr. Kevin Fox, P.E.
Town of Huntersville
Post Office Box 664
Huntersville, NC 28070

The reports listed below shall be submitted with the invoice requesting final payment:

1. Contractor's affidavit for release and waiver of claims, stating that all obligations and debts have been satisfied, or an affidavit which includes a list of obligations not satisfied.
2. Any property owner's signed release for waste and borrow areas.
3. Any materials, invoices, or certifications required and not previously submitted.
4. Any claims for time extensions or additional compensation.

2.18 TWELVE (12) MONTH GUARANTEE

(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 the Town. The Contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of the Town, 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. The Town'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. The Town 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 the Town 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.

3.0 PROJECT SPECIAL PROVISIONS - ROADWAY

Those provisions of North Carolina Department of Transportation 2024 Standards for Roads and Structures ("Standard Specifications") specifically referenced in Section 2.0 of this Contract Proposal are incorporated herein by reference and shall be considered a part of the Contract. Divisions 2 through 17 of the Standard Specifications for Roads and Structures which are applicable to the Work being performed as part of the Project 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 described in Section 2.0

3.1 CONTRACT TIME AND LIQUIDATED DAMAGES

The completion date for this project is **November 24th, 2025**. No extensions will be authorized except as authorized by Article 108-10 of the 2024 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 (\$1,000.00) per calendar day. The liquidated damages provided by this Section 3.1 are separate and apart from the liquidated damages specified for unauthorized mid-Project suspensions by the Contractor as described in Section 3.2 below.

3.2 PROSECUTION OF WORK

The Contractor will be required to prosecute the work in a continuous and uninterrupted manner from the time he/she begins the work until completion and final acceptance of the project. The Contractor will not be permitted to suspend his/her operations except for reasons beyond his/her control or except where the Engineer has authorized a suspension of the Contractor's operations in writing.

It is further the intent that the Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with the equipment, materials, and methods of construction as may be required to complete the work described in the contract, or as may be amended, by the completion date.

The 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 constitutes 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. In the event that the

Contractor's operations are suspended mid-Project in violation of the above provisions, the sum of one thousand dollars (\$1,000.00) will be charged to the contractor as liquidated damages for each and every calendar day that such suspension takes place. The said amount is hereby agreed upon as liquidated damages. 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 by the completion date.

3.4 PROMPT PAYMENT

Within seven (7) calendar days of receiving payments for work performed or services rendered on the project, contractors at all levels, including prime, subcontractor, or second tier subcontractor, shall pay subcontractors, second tier subcontractors, or material suppliers as appropriate. This seven-day period begins upon receipt of payment by the contracting firm obligated to make subsequent periodic or final payment. These prompt payment requirements will be met if each firm mails the payment to the next level firm by evidence of postmark within the seven-day period.

This provision for prompt payment shall be incorporated into each subcontract or second tier subcontract issued for work performed on the project or for services provided. If any retainage is held on subcontractors, all retainages shall be released within seven calendar days of release by the Town of Huntersville.

Failure of any entity to make prompt payment as defined herein may result in withholding of money due to that entity in the next partial payment until such assurances are made satisfactory to this provision.

3.5 DRIVEWAYS AND PRIVATE PROPERTY

The Contractor shall maintain reasonable ingress and egress by way of driveway and/or foot access for all residents and property owners throughout the life of the project. Contractor shall provide access to mail and trash services to existing properties. The Contractor shall provide reasonable advance notice to all residents/property owners of any service interruptions or deferred access. If any damage to a residents' driveway, outside of the construction limits, will be the Contractor's reasonability to be replace in like-kind. The Contractor shall also ensure contractors at all levels, including prime, subcontractor, or second tier subcontractor follow this section.

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.

3.6 DENSITY TEST

Density tests may be taken in accordance with the 2024 Standard Specifications for Roads and Structures or as directed by the Engineer. The Contractor shall shape and compact the subgrade in any widened area to the satisfaction of the Engineer.

3.7 PRICE ADJUSTMENT - ASPHALT BINDER

Price adjustments for asphalt binder for plant mix will be made in accordance with Section 620 of the 2024 Standard Specifications Road and Structures.

The base price index for asphalt binder is \$ 568.13 per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals as of July 1st, 2025.

3.8 ADJUSTMENT OF MANHOLES, METER BOXES AND VALVE BOXES

Adjustment of manholes, meter boxes, and valve boxes shall be in accordance with Section 858 of the 2024 Standard Specifications for Roads and Structures with the following exceptions:

- i. The Engineer may restrict the raising of structures to a period not greater than seventy-two (72) hours prior to resurfacing.
- ii. All pavement placed on structure covers shall be immediately removed after the paving machine has passed over the structure.
- iii. The Engineer may require structure adjustment after resurfacing is complete.

For the purpose of this contract, where applicable, the use of cast iron or steel fittings will be an acceptable means to raise manholes, and valves.

Basis of Payment

Measurement and payment will be in accordance with Section 858 of the 2024 Standard Specifications for Roads and Structures.

3.9 THERMOPLASTIC PAINTED PAVEMENT MARKINGS

Thermoplastic painted pavement markings shall be in accordance with Section 1205 of the 2024 Standard Specifications for Roads and Structures with the following exceptions:

- i. Premark within 3 days of completion of individual said street unless specified elsewhere in the contract.
- ii. Permanent markings to be placed within 7 days of final asphalt surface installation.

Measurement and Payment

Thermoplastic painted pavement markings will be measured and paid in accordance with Article 1205-10 of the 2024 Standard Specifications for Roads and Structures.

4.0 EXECUTION OF CONTRACT PROPOSAL

In compliance with the foregoing request for proposals and subject to all Terms and Conditions thereof, the undersigned offers and agrees, if this proposal is accepted and a contract awarded, to furnish the services for the prices quoted and completed in Exhibit B Itemized Proposal along with the completed cover page of the Contract Proposal, Performance Bond, and proof of Insurance requirements.

This Contract to Grade, Base, and Pave Commerce Centre extension (Phase I, South) Project, 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 Country Boy Landscaping, Inc. (the "Contractor") with address

P.O. Box 290 Harmony, NC 28434

Contractor's Federal Social Security ID No.: 54-215711

Contractor's License No.:

67108

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at Huntersville, North Carolina, this day of 14th August, 2025

Contractor

Name: Country Boy Landscaping, Inc.
Name of Contractor (type or print)

By: [Signature]

(Signature)

Title: President

Attest: [Signature]
(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 - PLANS

EXHIBIT B - ITEMIZED PROPOSAL

32	702	4870000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (24")	160	LF	15.00	2400.00
33	703	4875000000-N	1205	REMOVAL OF PAVEMENT MARKING SYMBOLS & CHARACTERS	2	EA	350.00	700.00
34	642	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	1339	LF	6.50	8703.50
35	647	4695000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	45	LF	15.00	675.00
36	655	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	2	EA	850.00	1700.00
37	707	4891000000-E	1205	GENERIC PAVEMENT MARKING ITEM	150	LF	0.01	1.50
Erosion Control								
38	987	6000000000-E	1605	TEMPORARY SILT FENCE	615	LF	3.00	1845.00
39	988	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	75	TON	75.00	5625.00
40	989	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	5	TON	75.00	375.00
41	990	6012000000-E	1610	SEDIMENT CONTROL STONE	55	TON	65.00	3575.00
42	991	6015000000-E	1615	TEMPORARY MULCHING	1.0	ACR	0.01	0.01
43	992	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	100	LB	0.01	1.00
44	993	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEEDING	0.5	TON	0.01	0.01
45	994	6024000000-E	1622	TEMPORARY SLOPE DRAINS	200	LF	0.01	2.00
46	995	6029000000-E	SP	SAFETY FENCE	60	LF	4.00	240.00
47	996	6030000000-E	1630	SILT EXCAVATION	10	CY	30.00	300.00
48	997	6036000000-E	1631	MATting FOR EROSION CONTROL	7500	SY	0.01	75.00
49	1001	6042000000-E	1632	1/4" HARDWARE CLOTH	260	LF	0.01	2.60
50	1015	6071012000-E	SP	COIR FIBER WATTLE	50	LF	35.00	1750.00
51	1025	6084000000-E	1660	SEEDING & MULCHING	3	ACR	0.01	0.03
52	1026	6087000000-E	1660	MOWING	0.5	ACR	0.01	0.01
53	1027	6090000000-E	1661	SEED FOR REPAIR SEEDING	50	LB	0.01	0.50
54	1028	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.25	TON	0.01	0.01
55	1029	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	50	LB	0.01	0.50
56	1032	6108000000-E	1665	FERTILIZER TOPDRESSING	0.50	TON	0.01	0.01
57	1038	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	25	EA	0.01	0.25
58	1039	6117500000-N	SP	CONCRETE WASHOUT STRUCTURE	1	EA	500.00	500.00
59	1436	8622000000-E	876	GEOTEXTILE FOR DRAINAGE	225	SY	0.01	2.25
59	1046	6132000000-N	SP	GENERIC EROSION CONTROL ITEM - PREFABRICATED CONCRETE WASHOUT	3	EA	500.00	1500.00
Engineer's Estimate of Construction Cost							\$ 489,530.68	\$9.00

Country Boy Landscaping, Inc. 8/14/25
 Company Name Date

Chris C Carther President
 Print Name Title

Signature

EXHIBIT C - STANDARD CONSTRUCTION SERVICES CONTRACT



Engineering & Public Works
105 Gilead Road, Suite 300
Huntersville, NC 28078
(704) 875-7007

CONTRACT FOR CONSTRUCTION SERVICES

CONTRACTOR:	Contractor Name	PROJECT:	Commerce Centre Road Extension, Phase I
	Address 1	SITE	Intersection of Commerce Centre
	City, State Zip	LOCATION(S):	Drive at Gilead Road
	Contact Name		
	Contact Email		

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 _____ located at _____ (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:

Scope of Services. The Contractor agrees to perform for the Town the services according to the following construction design drawings, plans, and specifications to Grade, Base, and Pave Commerce Centre extension (Phase I, South) Informal Bid (the “Bid”), which is incorporated herein by reference as Exhibit C3. The Contractor agrees to provide the labor, service, equipment, and materials, and other services included in the bid, 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.

1. Fees: Fees for the Work shall be specified in the bid, (the “Contract Price”).
2. 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.
3. 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.
4. 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 Work at the Site Location(s). Failure to be in the appropriate PPE will result in removal from the project site.
5. 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 C2, 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.
6. 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.
7. 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.

8. 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.
9. 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.
10. 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.
11. Retainage. Retainage on periodic or final payments on public construction contracts in which the total project costs are \$100,000 or more are allowed pursuant to N.C.G.S. § 143-134.1.
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. Standard Terms and Conditions. The Standard Terms and Conditions, attached hereto as Exhibit C1, 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.
14. Contract Term. Work will begin within ten (10) days of receipt of the Notice to Proceed from the Town. The Contractor 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 Contractor shall complete the Work by (the "Date of Completion"). The terms of this Contract shall apply to every Notice to Proceed issued by the Town.
15. Liquidated Damages. Contractor and Town recognize that time is of the essence and that Town will suffer financial and other losses if the Work 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 Work 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 \$1,000 for each day that expires after the end of the Date of Completion (as duly adjusted pursuant to the Contract) until the Work is complete.

16. Payment for Work In consideration of the above Work, the Town will pay the Contractor the sum as further described in the bid.

In compliance 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 the Bid along with the completed cover page of the Contract Proposal, Performance Bond, and proof of Insurance requirements.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at Huntersville, North Carolina, this _____ day of _____, 20____.

Contractor

Town of Huntersville

Name of Contractor (type or print)

Town Manager

By: _____
(Signature)

Attest: _____
Town Clerk

Title:

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

Attest:

(Secretary, if a corporation)

Finance Director

Contractor's Federal Social Security ID No.:

Contractor's License No.:

EXHIBIT C1
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 North Carolina law, the Contractor 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 Work performed under the Contract shall be defective in any respect whatsoever, the Contractor 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 and Equal Employment.** During the performance of the Contract, Contractor shall comply with all federal and state requirements concerning fair and equal 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 Contractor shall provide the insurance coverages shown on Exhibit C2, attached hereto and incorporated herein by reference. The Contractor 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 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 all required permits, give all required 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 Town, Contractor shall bear all cost arising therefrom.

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 in the performance of the Work 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. Contractor warrants that all Work 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 for the Work and shall run to the Town and any user of the Work. Contractor warrants that all Work 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 Work 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, Work 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 Work 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. **Exclusivity.** Nothing in this Contract shall require the Town to use the Contractor or prohibit the Town from soliciting third parties for the good or services provided in this Contract.
26. **Confidentiality.** The Contractor acknowledges the Town is subject public records law and no term shall be inconsistent with N.C.G.S. §132 et al.
27. **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.
28. **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.
29. **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.
30. **Buyer.** references to Buyer or Town, throughout these terms and conditions, shall refer to the
Town of Huntersville, North Carolina.
31. **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.
32. **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.
33. **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.
34. **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.
35. **Governmental Immunity.** Nothing contained in this Contract shall constitute a waiver of the Town's governmental immunity or of any limitation on liability or damages created by law.

EXHIBIT C2
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 Contractor 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 and \$2,000,000 aggregate
Professional Liability: \$1,000,000 per occurrence and \$2,000,000 aggregate
Property Damage: \$1,000,000 per occurrence and \$2,000,000 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 Contractor.

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.

EXHIBIT C3 – PLANS AND SPECIFICATIONS

(See Exhibit A in Bid)

EXHIBIT D- PERFORMANCE AND PAYMENT BONDS

(Insert Bonds Accordingly)

CONTRACT PAYMENT BOND

Date of Payment Bond Execution: _____

Name of Principal Contractor: Country Boy Landscaping, Inc.

Name of Surety: Swiss Re Corporate Solutions America Insurance Corporation

Name of Contracting Body: Town of Huntersville, North Carolina

Amount of Bond: Four Hundred Eighty Nine Thousand Five Hundred
Thirty Dollars & 68/100 (\$489,530.68)

Contract ID No.: _____

County Name: Mecklenburg County

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.

CONTRACT PAYMENT BOND, CON'D

Affix Seal of Surety Company

Swiss Re Corporate Solutions America Insurance Corporation

Print or type Surety Company Name



By Megan S. Bartman, Attorney-in-Fact

Print, stamp or type name of Attorney-in-Fact

Signature of Attorney-in-Fact

Signature of Witness

Turner A. Estep

Print or type Signer's name

167 East Chatham Street, Suite 300, Cary, NC 27511

Address of Attorney-in-Fact

CONTRACT PAYMENT BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

Country Boy Landscaping, Inc.

Full name of Corporation

429 Old Mocksville Road, Statesville , NC 28625

Address as prequalified

By



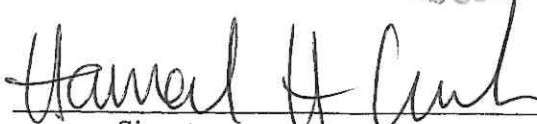
Signature of President, ~~Wice President, Assistant Vice President~~
Select appropriate title

Chris C Cartner

Print or type Signer's name



Attest



Signature of Secretary, ~~Assistant Secretary~~
Select appropriate title

Hannah H. Couch

Print or type Signer's name

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

CHRISTOPHER AARON LYDICK, MEGAN S. BARTMAN, EMILY S. WICKER, PHILLIP KNOWER, TURNER A. ESTEP,
RONDA W. BUSH, M. KATHRYN MCCARTHA-POWERS, JAMES HOLDEN KEEN, MICHAEL MCCREADIE, AND JOSEPH P. ZOLLER,

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 19TH day of MARCH, 20 2025

State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 19TH day of MARCH, 20 2025, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

Karen M. Szveda
Karen M. Szveda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this day of , 20 .



Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: _____

Name of Principal Contractor: Country Boy Landscaping, Inc.

Name of Surety: Swiss Re Corporate Solutions America Insurance Corporation

Name of Contracting Body: Town of Huntersville, North Carolina

Amount of Bond: Four Hundred Eighty Nine Thousand Five Hundred
Thirty Dollars & 68/100 (\$489,530.68)

Contract ID No.: _____

County Name: Mecklenburg County

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 PERFORMANCE BOND

Affix Seal of Surety Company

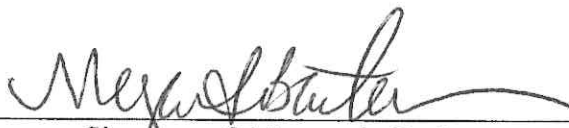
Swiss Re Corporate Solutions America Insurance Corporation

Print or type Surety Company Name



By Megan S. Bartman, Attorney-in-Fact

Print, stamp or type name of Attorney-in-Fact


Signature of Attorney-in-Fact



Signature of Witness

Turner A. Estep

Print or type Signer's name

167 East Chatham Street, Suite 300, Cary, NC 27511

Address of Attorney-in-Fact

CONTRACT PERFORMANCE BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

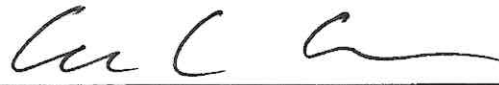
Country Boy Landscaping, Inc.

Full name of Corporation

429 Old Mocksville Road, Statesville, NC 28625

Address as prequalified

By



Signature of President, ~~Vice President~~, ~~Assistant Vice President~~

Select appropriate title

Chris C. Cartner

Print or type Signer's name

Affix Corporate Seal



Attest



Signature of Secretary, ~~Assistant Secretary~~

Select appropriate title

Hannah H. Couch

Print or type Signer's name

SWISS RE CORPORATE SOLUTIONS

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RONDA W. BUSH, M. KATHRYN MCCARTHA-POWERS, JAMES HOLDEN KEEN, MICHAEL MCCREADIE, AND JOSEPH P. ZOLLER,

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (50,000,000.00) DOLLARS

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"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 19TH day of MARCH, 20 2025

State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

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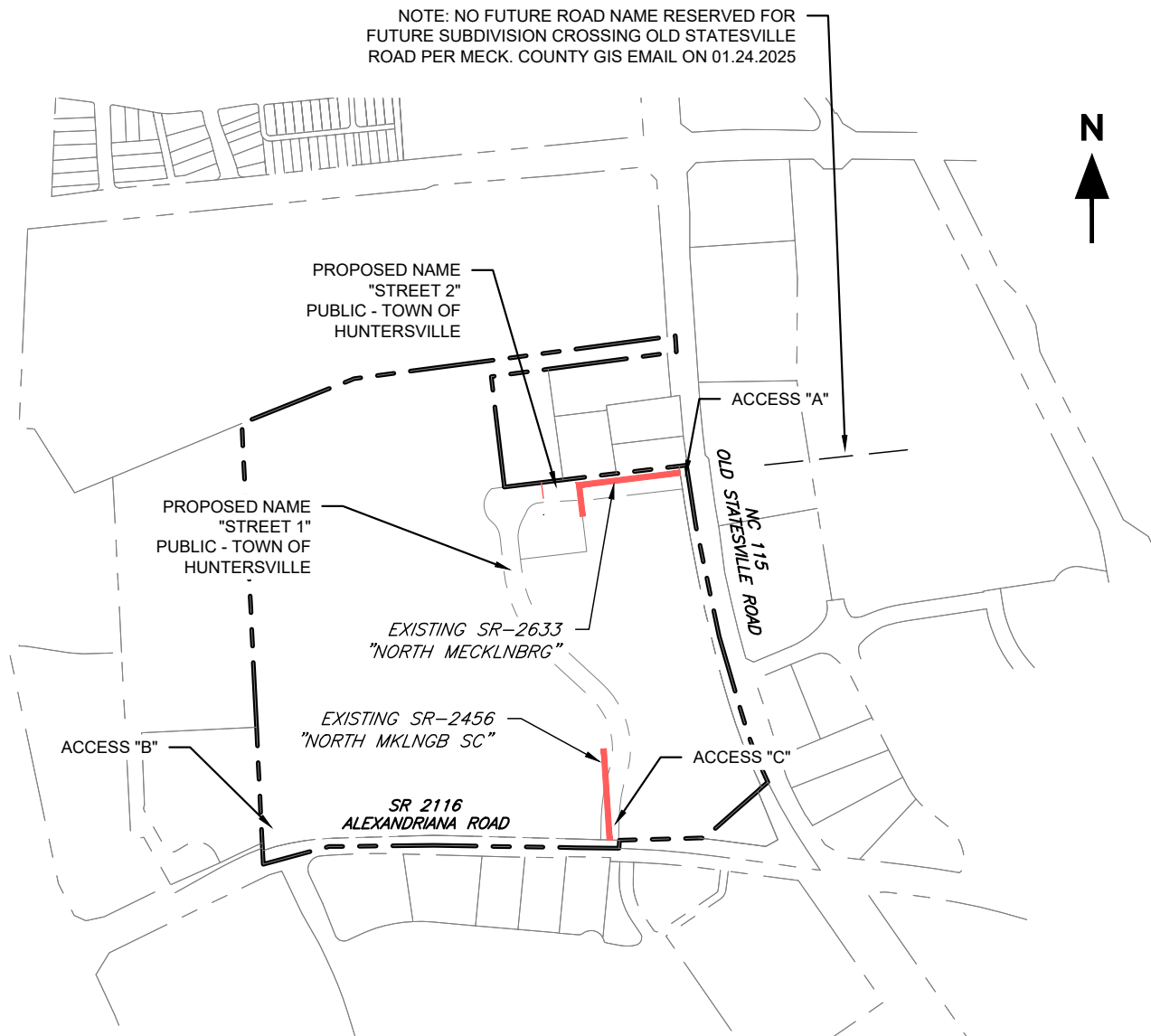
Karen M. Szveda
Karen M. Szveda, Notary

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IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this day of , 20



Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC



SITE ROADWAY SKETCH

SCALE = 1" = 500'

Note: NTS Clipped from
Roadway Design Cover Page

EXHIBIT

3



Electric
11316 Sam Furr Road
Huntersville, NC 28078
(704) 659-7375

CONTRACT FOR CONSTRUCTION SERVICES

CONTRACTOR: Trull Power, LLC
2501 Honeycutt Simpson
Monroe, NC 28110
Contact Name: Jonathan Trull
Contact Email:
trullpower@yahoo.com

PROJECT: Electric Substation
SITE Huntersville
LOCATION(S):

This Contract for Construction and Repair, and all exhibits, (collectively this “Contract”) is entered into this 8th day of September 2025, by and between the Town of Huntersville, a municipal corporation of the State of North Carolina, (the “Town”) and Trull Power, LLC located at 2501 Honeycutt Simpson Road, Monroe, NC 28110. (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 the Work shall be specified in a fee schedule attached hereto as 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 Work 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 B, 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. Coordination with Others. The Contractor agrees to coordinate the Work with the work of any other unaffiliated contractors or with the work of the Town's own forces to avoid delaying or interfering with their work.
8. 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.
9. 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. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by specifications.

10. 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.
11. 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.
12. 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.
13. Retainage. Retainage on periodic or final payments on public construction contracts in which the total project costs are \$100,000 or more are allowed pursuant to N.C.G.S. § 143-134.1.
14. Addendums: If applicable, Contractor acknowledges that it has received, executed, and shall abide by any addendums issued by the Town prior to this Contract.
15. 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.
16. Contract Term. Work will begin within ten (10) days of receipt of the Notice to Proceed from the Town. The Contractor 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 Contractor shall complete the Work by (the "Date of Completion"). The terms of this Contract shall apply to every Notice to Proceed issued by the Town.
17. Liquidated Damages. Contractor and Town recognize that time is of the essence and that Town will suffer financial and other losses if the Work 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 Work 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 \$500 for each day that expires after the end of the Date of Completion (as duly adjusted pursuant to the Contract) until the Work is complete.
18. Payment for Work In consideration of the above Work, the Town will pay the Contractor the sum as further described on Exhibit D.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at Huntersville, North Carolina, this 8th day of September 2025.

Contractor

Name:

Trull Power Company LLC

Name of Contractor (type or print)

By:

(Signature)

Title:

Managing Member

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 North Carolina law the Contractor shall indemnify and hold harmless the Town, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses (including expenses of litigation and attorneys'

fees), and attorneys' fees ("Claims"). In the event that any portion of the Work 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 and against all Claims as defined herein, but only to the extent allowed by law.

Nothing contained in this Contract shall waive the Constitutional limitation on the Town indemnifying obligations of other parties.

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 and Equal Employment.** During the performance of the Contract, Contractor shall comply with all federal and state requirements concerning fair and equal 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 Contractor shall provide the insurance coverages shown on Exhibit B, attached hereto and incorporated herein by reference. The Contractor 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 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 all required permits, give all required 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 Town, Contractor shall bear all cost arising therefrom.
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 in the performance of the Work 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. Contractor warrants that all Work 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 for the Work and shall run to the Town and any user of the Work. Contractor warrants that all Work 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 Work 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, Work 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 Work 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. **Exclusivity.** Nothing in this Contract shall require the Town to use the Contractor or prohibit the Town from soliciting third parties for the good or services provided in this Contract.
26. **Confidentiality.** The Contractor acknowledges the Town is subject public records law and no term shall be inconsistent with N.C.G.S. §132 et al.
27. **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.
28. **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.
29. **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.
30. **Buyer.** references to Buyer or Town, throughout these terms and conditions, shall refer to the Town of Huntersville, North Carolina.
31. **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.
32. **Authority to Sign.** Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Contract has been duly authorized to execute this Contract and to bind that party of whose behalf the individual is signing.
33. **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.
34. **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.
35. **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.
36. **Governmental Immunity.** Nothing contained in this Contract shall constitute a waiver of the Town's governmental immunity or of any limitation on liability or damages created by law.

ADDITIONAL TERMS AND CONDITIONS FOR FEDERAL CONTRACTS

For contracts using federal funds, the following additional terms and conditions shall apply:

1. **Davis-Bacon Act.** For all contracts in excess of \$2,000.00 for construction, alteration, or repair, including painting and decorating, of public buildings or public works, the Contractor shall comply with the Davis-Bacon Act, including payment of no less than the locally prevailing wages as determined by the Secretary of Labor. The contract shall not be valid unless the current prevailing wage as determined by the North Carolina Department of Labor is accepted. The Contractor shall also be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Town shall report all suspected or reported violations to the Federal awarding agency.
2. **Contract Work Hours and Safety Standards Act.** For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. For construction work, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
3. **Funding Agreements.** If a Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the Town or Contractor enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401.
4. **Clean Air Act and Federal Water Pollution Control Act.** Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and Federal Water Pollution Control Act as amended for any Contract in excess of \$150,000.00.
5. **Debarment and Suspension.** Contractor acknowledges and warrants that it is not listed on the governmentwide exclusions in the System Award Management (SAM) Exclusions, in accordance with the OMB guidelines at 2 C.F.R. § 180 for “Debarment and Suspension.”
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).** For an award exceeding \$100,000, Contractors must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Town.
7. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** The Contractor warrants that their systems or equipment are not covered under telecommunication equipment as described in Public Law 115-232.
8. **Domestic Preference for Procurements.** As appropriate and to the extent consistent with law, the Contractor will, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including

but not limited to iron, aluminum, steel, cement, and other manufactured products), as required under 2 C.F.R. § 200.322.

9. **Procurement of Recovered Material.** The Contractor agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
10. **Energy Policy and Conservation Act.** Contractor shall comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
11. **Uniform Guidance Policies.** The Contractor agrees to be bound by all Town Uniform Guidance Policies, which are included herein by reference.
12. **2 C.F.R. Part 200, Appendix II.** The Contractor agrees to be bound by all of the provisions under 2 C.F.R. Part 200, Appendix II, which are included herein by reference.
13. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 include, by reference, the equal opportunity clause provided under 41 CFR 60-1.4(b). The Contractor agrees to abide by 41 CFR 60-1.4(b) during the performance of the contract¹.
14. **Build America, Buy America Act.** When federal funds subject to the requirements of the Build America, Buy American Act (“BABA”) are used in an infrastructure project as defined by BABA, for which the total cost of the project exceeds the federal simplified acquisition threshold, the Buy America Preference (“BAP”) as set forth in 2 C.F.R. Part § 184 shall apply to all project materials that are subject to the provisions of BABA, unless otherwise excepted.

¹ 60 CFR Part 60-1.4(b) can be accessed at: [https://www.ecfr.gov/current/title-41/subtitle-B/chapter-60/part-60-1/subpart-A/section-60-1.4#p-60-1.4\(b\)](https://www.ecfr.gov/current/title-41/subtitle-B/chapter-60/part-60-1/subpart-A/section-60-1.4#p-60-1.4(b))

EXHIBIT B
INSURANCE AND BOND REQUIREMENTS

1. 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. The Contractor shall furnish the Town with satisfactory proof of carriage of the insurance required before written approval is granted by the Town.
2. The insurance coverage shall be provided and maintained for the duration of the Contract.
3. Except for Worker's Compensation and Professional Liability policies, the Town shall be named as additional insured on all policies with coverage at least as broad as that provided to the named insureds.
4. The verifying 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.
5. If endorsements are needed to comply with the notification or other requirements of this Agreement, copies of the endorsements shall be submitted with the certificates.
6. Any deductible, if applicable to loss covered by insurance provided, is to be borne by the Contractor.
7. The Contractor is required to provide and maintain the following minimum insurance coverage:

a. **Worker's Compensation and Employer's Liability.**

The Contractor shall provide and maintain, until final acceptance, Workers' Compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of \$1,000,000.

b. **Commercial General Liability (CGL) Insurance.**

The Contractor shall provide and maintain, commercial 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 Contractor 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
Property Damage:	\$1,000,000 per occurrence/\$2,000,000 aggregate
Products/	
Completed Operations:	\$1,000,000 per occurrence/\$2,000,000 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.

The commercial general liability insurance policy shall provide that such insurance is primary to and non-contributory with any liability insurance carried by the additional insureds and provide a severability of interests clause.

c. **Automobile Liability.**

The Contractor shall provide and maintain automobile liability coverage including coverage for owned, hired, and non-owned vehicles, with limits no less than \$1,000,000 per accident for bodily injury and property damage.

d. **Builder's Risk/Course of Construction.**

For construction projects, the Contractor shall provide and maintain builder's risk coverage utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

This coverage is not required for road maintenance projects.

e. **Professional Liability.**

The Contractor shall provide and maintain professional liability coverage with limits no less than \$2,000,000.

f. **Pollution Liability.**

The Contractor shall provide and maintain pollution liability coverage with minimum limits of \$1,000,000 per occurrence/aggregate.

g. **Umbrella Coverage.**

The Contractor shall provide and maintain umbrella coverage with minimum limits of no less than \$1,000,000 per occurrence/aggregate.

h. **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.

8. If the Contractor maintains broader coverage and/or higher limits than the minimum limits shown above, the Town requires and shall be entitled to the broader coverage and/or high limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Town.
9. The policies shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town or its officers, officials, employees, agents, or volunteers.
10. All liability and Workers' Compensation insurance policies shall provide that the insurance

company waives all rights of recovery by way of subrogation against the Town and other insureds.

11. The insurance providers shall be North Carolina admitted insurers (licensed to do business in North Carolina) with a current A.M. Best's rating of no less than A-VIII. Notwithstanding the foregoing, if no North Carolina admitted insurance company provides the required insurance, it is acceptable to procure the required insurance from a United States domiciled carrier that meets the required Best's rating.
12. The Town reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.
13. The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives, and subcontractors. The Contractor's obligation to defend, indemnify, and hold the Town and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph are not limited to or restricted by any requirement in the Contract for Contractor to procure and maintain a policy of insurance.
14. For construction projects only, the Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Town is an additional insured on insurance required from subcontractors.
15. For construction projects only, the Contractor shall provide a payment bond and a performance bond in a sum equal to 100% of the contract price.

EXHIBIT C – PLANS AND SPECIFICATIONS

(insert plans and specs)

EXHIBIT D – FEE SCHEDULE

	<u>No of Units</u>	<u>Unit Price</u>	<u>Price Labor and Materials</u>
I. Furnish and install Wire and Cable	Lump Sum		\$ <u>30,723.40</u>
II. Erection of Structure Switches, Bus, and Packager Provided Equipment	Lump Sum		<u>100,000.00</u>
III. Install Circuit Switcher	1	\$ <u>150,000.00</u>	<u>150,000.00</u>
IV. Install Transformer	1	<u>50,000.00</u>	<u>50,000.00</u>
V. Install 15.5 KV Circuit Breakers	4	<u>7680.85</u>	<u>30,723.40</u>
VI. Install 7.6 KV Voltage Regulators	12	<u>2,560.28</u>	<u>30,723.36</u>
VI. Install Equipment House and Relay Panel	1	<u>30,723.40</u>	<u>30,723.40</u>
Change Order Allowance			\$ <u>50,000.00</u>
		Total, Construction	\$ <u>472,893.56</u>

Total contract not to exceed \$472,893.56 (excluding sales tax, if applicable)

Trull Power Company LLC	9-16-25
Company Name	Date

Jonathan M. Trull	Managing Member
Print Name	Title

Signature 

POTTSTOWN COMMUNITY PRESERVATION PLAN





POTTSTOWN COMMUNITY PRESERVATION PLAN STUDY AREA

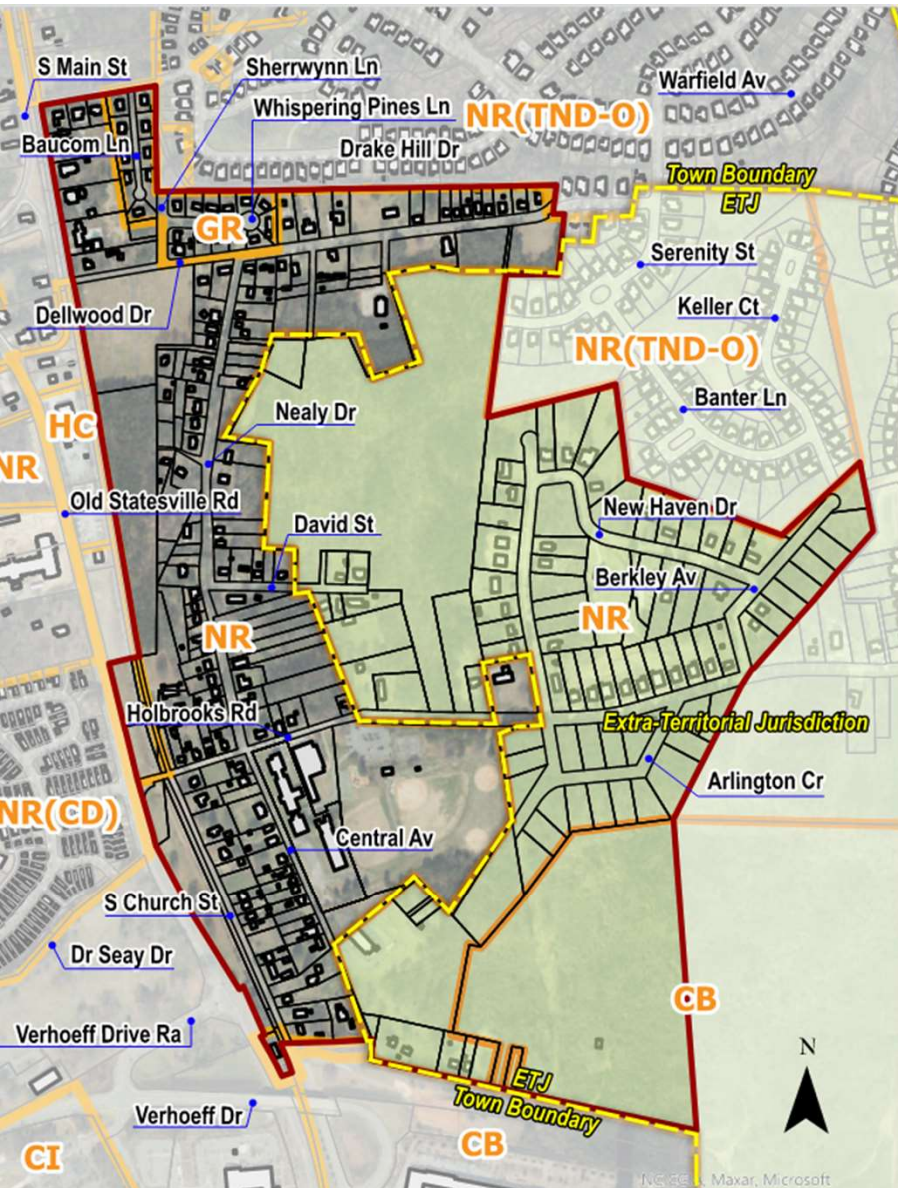


**"SAVE HISTORIC
POTTSTOWN FROM
GENTRIFICATION"**

- Pottstown Residents

via qcitymetro.com





POTTSTOWN COMMUNITY PRESERVATION PLAN STUDY AREA

IN TOWN & OUT OF TOWN

LEGEND

- Pottstown Study Area
- Pottstown Parcels
- Building Footprints
- Zoning District Boundaries
- Extra-Territorial Jurisdiction

ZONING DISTRICTS

- NR** Neighborhood Residential
- NR(CD)** Neighborhood Residential Conditional
- NR(TND-O)** NR with Traditional Neighborhood Development Overlay
- GR** General Residential
- CB** Corporate Business
- CI** Campus Institutional
- HC** Highway Commercial

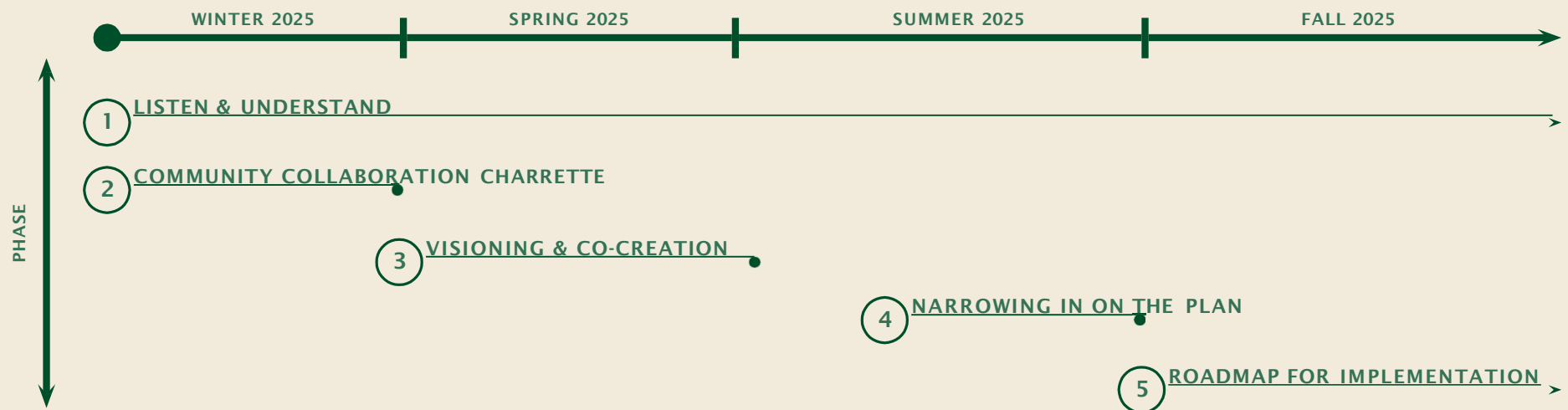


PURPOSE OF THE PRESERVATION PLAN

THIS PLAN IS CREATED WITH ONE PURPOSE IN MIND: TO ENSURE THAT POTTSTOWN REMAINS A **VIBRANT, INCLUSIVE, AND THRIVING** COMMUNITY FOR **CURRENT AND FUTURE GENERATIONS**. POTTSTOWN'S STRENGTH LIES NOT ONLY IN ITS HISTORIC BUILDINGS OR LANDMARKS, BUT IN **THE PEOPLE, TRADITIONS, AND RELATIONSHIPS THAT MAKE IT HOME**.



WHERE WE ARE IN THE PROCESS



TIME LINE

OCTOBER 7, 2025
HUNTERSVILLE TOWN BOARD
PUBLIC HEARING

POTTSTOWN COMMUNITY PRESERVATION PLAN

COMMUNITY ENGAGEMENTS



STAKEHOLDERS

Pottstown Community Stakeholders

- Pottstown Heritage Group
- Mababu Live
- Torrence Lytle Alumni Association
- St. Phillips Missionary Baptist Church
- Huntersville A.M.E. Zion
- United House of Prayer

Community Coaches

- Chae Haynes
Greater Enderly Park Neighborhood Association | QC Family Tree
- Rickey Hall
West Boulevard Neighborhood Coalition | Three Sisters Market
- Tiffany Capers | Grier Heights
Community CrossRoads Corporation | Renaissance West Community Initiative

Neighboring Concepts

- Eric Orozco, AICP
Associate, Urban Planner
- Brynn DeBrabant, Assoc. AIA
Community Engagement Specialist, Architectural Designer
- Sheldyn Merrell, Assoc. AIA
Community Engagement Specialist, Architectural Designer
- Carlos Lopez, Assoc. AIA
Bi-lingual Community Engagement Specialist, Architectural Designer

Town Partners

- Historic Landmarks Commission
- Charlotte Area Transit System (CATS)
- David B. Waymer Senior & Recreation Center

Town of Huntersville

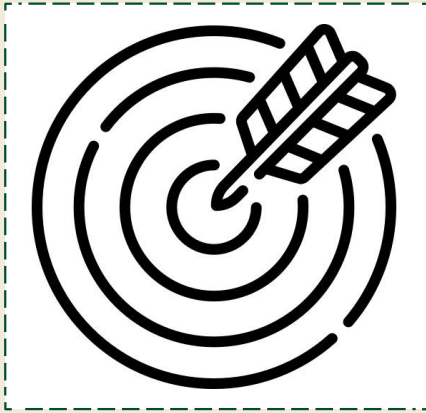
- Town Board of Commissioners
- Town Manager's Office
- Planning Department
- Communications Department
- Police Department
- Engineering Department
- Public Works Department
- Parks & Recreation Department
- 2. TEAM MEMBERS
David Peete, AICP
Principal Planner - Long Range
Bobby Williams
Assistant Town Manager
Lauren Speight, MPA, CZO
Senior Planner
Brian Richards
Planning Director
Heather Maloney, MURP, MPH
Principal Transportation Planner
Pamela Escobar
Lead Communications Specialist

WHAT WE HEARD & THE FOUNDATION

The shared vision for Pottstown looks ahead while honoring the past, rooted in equity, community identity, and neighborly solidarity. Neighboring Concepts distilled five key themes from community input— what preservation means, what makes Pottstown feel like home— that shaped the goals of the Preservation Plan



3 PARTS TO THE PRESERVATION PLAN



1

Goals serves as both a foundation and a set of guiding principles to ensure that future growth reflects the community's values, needs, and aspirations.



2

Toolkits are broad categories that represent overarching strategies to preserve Pottstown's character, culture, and community.



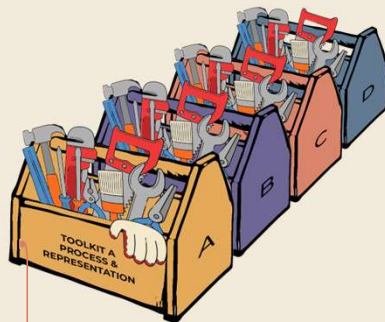
3

Tools within each toolkit offer actionable methods to implement these strategies, supporting positive change & growth while protecting residents from displacement.

OVERVIEW

HOW TO NAVIGATE THE DOCUMENT

The Goals shape each Toolkit, and the Toolkits provide Tools to put those Goals into action.



Each Toolkit section is color coded

GOALS

SECTION 2.0



**STRENGTHEN
COMMUNITY
ASSETS**



**PRESERVE
NEIGHBORHOOD
CHARACTER**



**CELEBRATE AFRICAN
AMERICAN HERITAGE**



**ADVANCE
HUMAN DIGNITY
AND JUSTICE**



**FOSTER
COMMUNITY AND
BELONGING**

TOOLKITS

SECTION 3.0

**TOOLKIT A
PROCESS &
REPRESENTATION**

5

TOOLS

**TOOLKIT B
REGULATORY TOOLS**

3

TOOLS

**TOOLKIT C
HOUSING STABILITY**

9

TOOLS

**TOOLKIT D
PUBLIC & NONPROFIT
INVESTMENTS**

7

TOOLS

EACH TOOL AND ACTION STEP IS BROKEN DOWN BY LEVEL OF EFFORT IN TERMS OF TIME AND COST AS DEFINED AS FOLLOWS:

TIME ⌚ ⌚ ⌚ Tool exists or could be put into action within 2 years.

TIME ⌚ ⌚ ⌚ Tool could be in place within 5 years.

TIME ⌚ ⌚ ⌚ Tool will need a period of steady buildup to sustain itself (typically 5-10 years).

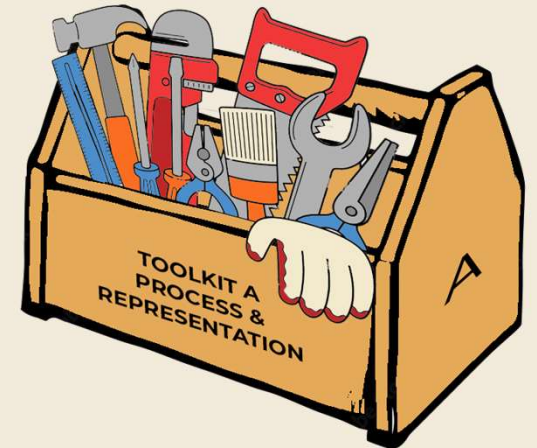
COST \$ \$ \$ Tools may require short-term volunteer labor to get started, but represent modest costs.

COST \$ \$ \$ Tools may need short-term funding sources, primarily from local sources that are known.

COST \$ \$ \$ Tools may demand ongoing levels of org./staff capacity, labor, fundraising and/or capital.

OVERVIEW

- A1 | FORMALIZE A COMMUNITY COALITION FOR POTTSTOWN
- A2 | ORGANIZED COMMUNITY -LED DISCUSSIONS WITH DEVELOPERS
- A3 | POTTSTOWN COMMUNITY RESOURCE WEBPAGE
- A4 | ANNUAL POTTSTOWN PRESERVATION AWARDS AND UPDATE
- A5 | COMMUNITY REPRESENTATION IN ADVISORY BOARDS



TOOLKIT A

PROCESS & REPRESENTATION

EXAMPLE TOOLS

A2 | ORGANIZED COMMUNITY -LED DISCUSSIONS WITH DEVELOPERS

TIM ⌚ ⌚ ⌚ **COS** \$ \$ \$

Description: Encourage developers to hold meetings with representatives of the community (e.g., Coalition) for projects requiring Town Board decisions. Work within established processes to organize as a community to enable productive dialogue with developers, ensuring that community priorities can shape projects from the start. *Builds trust, collaboration, transparency, and influence for residents at the earliest stage of certain types of development.*



Advance Human Dignity and Justice

Promoting developer-community dialogue in early stages of development review, with the community at the table, creates a critical opportunity to bring local values and goals into new development proposals. This serves as a productive forum for developers to gain community support, ensures Town Board members hear from Pottstown's leadership, and the community gains a unified voice and self-representation to promote dignity and justice.

Community Efforts: Assemble a development review committee from Coalition (be sure to include a representative of any housing nonprofit or Community Development Corporation who can lend development expertise and negotiation skills). Assign review committee roles and responsibilities and formulate a process to review each application following clear guidelines and methods of review that ensure that the community's preservation goals are addressed consistently. For this, we recommend that the Coalition create a development review scoring tool that evaluates development characteristics to meet the Goals of the Preservation Plan using clear and **Concise Language** and **Objective Metrics** questions about existing procedures to ensure transparency throughout all discretionary processes requiring Town Board decisions. For an Applicant, the process outlined here shall remain a purely voluntary step to undertake to help secure the community's support. Existing Town procedures shall remain in place as for any other application.



Image from thealliancetc.org

Organizing an Effective Discussion:

1. Coalition organizes internally to evaluate projects being proposed in or in proximity to Pottstown.
2. Invite a developer Applicant to meet one-on-one with the coalition to discuss their project.
3. Coalition members present community goals and objectives for preservation, and a designated coalition member leads an expertly structured discussion listening to the Applicant's goals and considerations for their development.
4. Coalition attendees provide a summary review on the applicant's meeting to the coalition membership body.
5. After discussing the results of the meeting with the coalition membership, the coalition provides a structured response to the Applicant outlining the benefits and concerns of the Applicant's project, including suggestions to adjust to better their project's support for community preservation.
6. Applicant can continue meeting separately with the coalition.
7. Based on Applicant's responses and ability to negotiate with the coalition, prepare speakers to speak on behalf of the coalition at Town Board meetings.

A Model Community Process:

The Alliance for Metropolitan Stability (Twin Cities, MN)

organizes community-led developer meetings. These are typically informal but structured around building dialogue, trust and transparency. In the Twin Cities, groups like the Alliance convene developers to present early concept plans in neighborhood forums. Residents and community leaders walk through priorities such as housing affordability, cultural preservation, and public benefits, while facilitators record commitments and expectations. This creates a shared record of community concerns, giving developers a roadmap to secure grassroots support and reducing opposition later in the approval process.

- B1 | OVERLAY DISTRICT FOR PRESERVATION & HOUSING STABILITY
- B2 | GREEN DEVELOPMENT POLICIES AND STANDARDS
- B3 | PROTECTION AND CONSERVATION OF HISTORIC & CULTURAL ASSETS

TOOLKIT B

REGULATORY TOOLS



EXAMPLE TOOLS

B1 | OVERLAY DISTRICT FOR PRESERVATION & HOUSING STABILITY

TIM ⌚ ⌚ ⌚ **COS** \$ \$ \$
E T

Description: Special zoning overlays can tailor regulations to protect Pottstown's character, limit demolition of historic structures, and address community needs and goals for staying power. *Keeps growth consistent with community identity.*

Community Efforts: Working with the Town of Huntersville, Pottstown community members should provide input on priorities regarding building character, affordability, and design elements. Members can help articulate design factors of community history and identity that can help shape the overlay regulations.

Town Efforts: Town planning staff and the Town of Huntersville Planning Board should explore the feasibility and needs to implement the overlay following the Town's policies with residents. If the direction seems compelling to



Foster Community Belonging

Creating a sense of belonging is essential to understanding why Pottstown stands firmly against displacement. Rising costs of living and similar systemic pressures often force long-time residents out of the very communities they helped build. An overlay tool with measures incentivizing housing stability could support housing affordability and empower residents to remain rooted in Pottstown.

address the needs to preserve housing and historic landmarks and promote housing stability, the Town will then draft and adopt the overlay district with public input. Staff capacity and technical resources for mapping, community involvement, legal review and adoption procedures are needed to ensure proper integration with Huntersville's Zoning Ordinance.

Key Steps

1. Town + Community hold community workshops to identify Ordinance priorities.
2. If there is a compelling need for an overlay approach, the Town drafts overlay standards with technical support. For preservation-based overlays, various neighborhood preservation-based models exist in North Carolina and the right approach will need to be tailored based on Pottstown's context.
3. Town + Community review drafts through the Pottstown coalition and Town Planning Board.
4. Town adopts the overlay district into the Zoning Ordinance.
5. Town + Community monitor outcomes and adjust as needed.

B2 | GREEN DEVELOPMENT POLICIES AND STANDARDS

TIM ⌚ ⌚ ⌚ **COS** \$ \$ \$
E T

Description: Work with current Town initiatives that enhance sustainability and economic resilience in Huntersville's neighborhoods with context-sensitive development standards and proactive policies and programs to execute green standards. These strategies can support long-term community health and reduce climate-event risks, not just in Pottstown but across the Town's jurisdiction. An important trade-off to be mindful about is the added expenses that are added to development, which can be significant in some cases to the Town and its residents. *Protects residents from flooding, heat, and high energy costs while preserving ecological assets.*

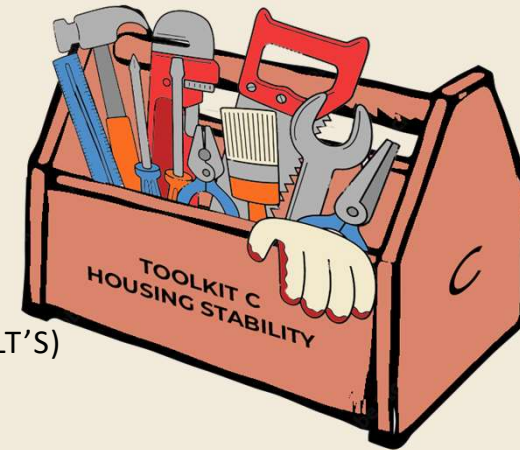
Community Efforts: Continue advocating for stronger green standards in new projects, especially in protecting the extent of the existing tree canopy in Pottstown and ensuring that new development projects do not compromise Pottstown's ability to weather flooding, heat, or other environmental impacts.

Town Efforts: Continue working to enhance zoning and development requirements in the Town for stormwater, tree canopy, and green space. Adopting new standards moving beyond current minimal thresholds will require review for statutory compliance. Explore methods to incentivize more energy-efficient, resilient building practices, and higher tree save percentages. Explore stronger stream basin protection and code enforcement improvements to prevent adverse impacts from development projects on neighboring properties. Connect community to agencies to provide technical support to current homeowners wishing to improve their properties for resilience during adverse weather events. Consider offering small need-based grants assisting residential property improvement projects to remove failing trees and improve drainage and erosion-prevention. Utilize public infrastructure projects to secure better conditions on adjacent properties, especially by capturing run-off and improving local drainage conditions.

Ongoing and Potential Actions

1. Town can consider drafting policies for town-wide environmental regulation protecting Pottstown's ecological assets (e.g., wildlife corridors and contiguous canopy) and green development standards to address known environmental risks.
2. Community could search for need-based grants/loan programs for small-scale green infrastructure improvements and local resilience projects (e.g., solar energy, removing failing trees near homes).

- C1 | PROPERTY TAX RELIEF PROGRAMS
- C2 | HOUSING REPAIR & WEATHERIZATION PROGRAMS
- C3 | UTILITY & SERVICE FEE REDUCTIONS
- C4 | REAL ESTATE & FINANCIAL COUNSELING SERVICES
- C5 | TARGETED ECONOMIC EMPOWERMENT & OWNERSHIP SUPPORT
- C6 | LEGAL AID & TENANT-OWNER MEDIATION
- C7 | COMMUNITY LAND TRUSTS (CLT'S)
- C8 | NONPROFIT HOUSING & COMMUNITY DEVELOPMENT CORPORATIONS (CDC'S)
- C9 | PARTNER WITH A QUARTERBACK ORGANIZATION



TOOLKIT C

HOUSING STABILITY

EXAMPLE TOOLS

C8 | NONPROFIT HOUSING & COMMUNITY DEVELOPMENT CORPORATIONS

TIM ⌚ ⌚ ⌚ **COS** \$ \$ \$

Description: Create a Community Development Corporation (CDC) or partner with nonprofits that build and manage affordable housing, rehab properties, and support residents with housing. Empowering them expands capacity for community-driven development. An option is to work with organizations like Habitat for Humanity and Lake Norman CDC to resource opportunities in Pottstown. *Provides trusted, mission-driven partners for long-term community investment.*

Community Efforts: Explore the potential to create a CDC by expanding the capacity of one of Pottstown's CBOs to take on development work. Alternatively, partner with nonprofits as volunteers and advocates, provide local knowledge to shape housing priorities, and support fundraising and advocacy campaigns for housing development projects.

Town Efforts: The Town will explore incentives and approaches to support single-family housing development. It can also streamline approvals for nonprofit housing projects and integrate nonprofits into housing strategies, particularly when participating in development projects incorporating a Public-Private Partnership.

Taking the First Step to Enact a Pottstown-based Affordable Housing Initiative

1. Community expands the capacity of a local group to create a CDC based on existing opportunities for infill housing development or home restoration in Pottstown.
2. Town + Community explore potential partnerships with nonprofit partners active in the region.
3. Community and its partners secure land, homes or funding for first projects.



QC Family Tree, a grassroots nonprofit led by Shamaie Haynes, creates affordable rental homes. It supports resident leadership and advances anti-displacement efforts to protect the neighborhood's deep African American heritage. Their work offers a valuable model that could lend direct expertise to Pottstown CBOs as they explore community-led housing and preservation.

Image from qcfamilytree.org

C9 | PARTNER WITH A QUARTERBACK ORGANIZATION

TIM ⌚ ⌚ ⌚ **COS** \$ \$ \$

Description: A "Quarterback Organization" acts as a central hub, coordinating government, nonprofits, and residents. Working with the Ada Jenkins Center, it administers housing, financial literacy, and quality-of-life initiatives, ensuring services reach households efficiently, avoid duplication, and are tailored to need. This "quarterbacking" mission can also coordinate with CLTs, nonprofit housing development, schools, child development centers, churches and Community Development Corporations. *Brings multiple players together for aligned, multi-service impact.*

Community Efforts: Collaborate with the Ada Jenkins Center and rail corridor communities to pool nonprofit staff and resources for Pottstown, Smithville, West Davidson, and other corridor communities. Partner and ally with these communities to create a strategic coalition. This can attract regional partnerships and resources and benefit residents by implementing a coordinated preservation strategy for each at-risk community. It can help leverage greater resources to implement resources across agencies that can meet and serve the needs of residents at risk of displacement.

Town Efforts: Collaborate at the regional scale to work with a Quarterback nonprofit and continue to support coordination with regional partners for Pottstown's preservation.



Strengthen Community Assets

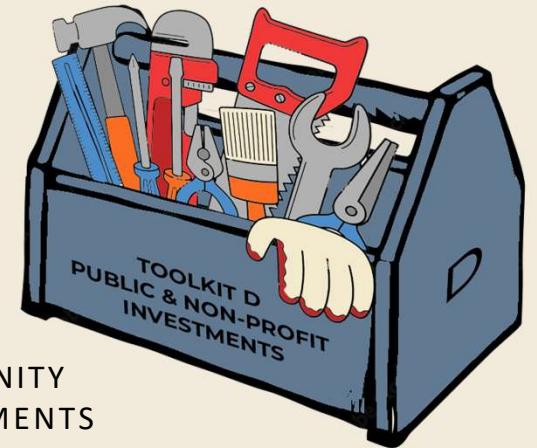
Preserving and strengthening Pottstown's community is a daily effort that can use nonprofit staff, programmatic resources and collaboration with regional partners. A mission-driven quarterback organization can bring expert staff dedicated to efforts and programs that protect and serve Pottstown's community.

Potential

- Actions:**
1. Community facilitate a demographic analysis of the Pottstown Community. Beyond an ethnographic study, quality of life factors such as education, medical and food nutrition needs, and economic data of the population would be vital to understand community needs when submitting for grants and programs. A quarterback organization can utilize this information to target resources to serve resident needs.
 2. Town + Community work to coordinate cross-jurisdictionally to build corridor wide partnerships securing a hub of resources.
 3. Town + Community partner with historic peer communities to evaluate outcomes, trade lessons, and shape the role of the Quarterback organization to mobilize for Pottstown's special needs and conditions.

- D1 | INFRASTRUCTURE UPGRADES
- D2 | COMMUNITY IDENTITY AND SIGNAGE
- D3 | HISTORIC MEMORIALIZATION ALONG TRAILS
- D4 | COMMUNITY CEMETERIES

- D5 | TORRENCE-LYTLE COMMUNITY CENTER OUTDOOR ENHANCEMENTS
- D6 | FUNDING FOR AFFORDABLE & MIXED-INCOME HOUSING DEVELOPMENT
- D7 | ARTS & CULTURE INVESTMENTS



TOOLKIT D

PUBLIC & NONPROFIT INVESTMENTS

EXAMPLE TOOLS

D1 | INFRASTRUCTURE UPGRADES

TIM ⌚ ⌚ ⌚ **COS** \$ \$ \$

Description: Strategic investment in modern, reliable infrastructure ensures that Pottstown remains livable, accessible, and healthy, laying the foundation for safe and thriving communities. By planning and prioritizing new improvements with the Community, the Town can address flooding issues, improve walkability, calm traffic speeds, and modernize utility systems in ways that benefit residents and improve the community's quality of life. *Improves streets, sidewalks, stormwater, and utilities to protect homes and support daily life.*

Community Efforts: The Community can assist the Town to identify priority streets and trouble spots, share experiences or first-hand knowledge of flooding, poor drainage or unsafe conditions, and assist the Town to equitably plan and stage infrastructure upgrades

Town Efforts: The Town of Huntersville will secure funding, plan phased improvements, and design upgrades that respond to resident priorities. The current and future Town-involved projects are listed on the following pages.

Typical Planning and Improvements Cycle (Repeat Periodically)

1. Town + Community jointly identify needs and problem areas.
2. Town + Community co-create a list of priority projects.
3. Town identifies funding and implements upgrades with ongoing communication.
4. Town updates Community on the status of infrastructure projects (a great opportunity for this would be at the Annual Pottstown Preservation Awards and Update – see Tool A4).



Image from wildlandseng.com

The constructed wetlands along the Little Sugar Creek greenway are an example of a stormwater and green infrastructure project, which restored an active wildlife corridor between Uptown and Midtown Charlotte.

Current Town-Involved Projects

The Town of Huntersville is currently working on several infrastructure improvements in the Pottstown Community including:

- Waymer Park is receiving new improvements, as depicted in the image below.
- A traffic calming study on Dellwood Drive resulted in two speed humps being installed in Summer 2025 and a post-study evaluation of speeds along the street will begin soon.
- A Downtown Stormwater study is underway, which includes the Pottstown Community, that will inventory existing facilities and needs and look to identify regional stormwater solutions.
- Sidewalks and multi-use path improvements along Dellwood Drive, Holbrooks Road, and Central Avenue are included in a Town-sponsored application to the Federal Better... Grant Program.
- The Town is studying how to improve crossing NC 115 at Holbrooks and how to connect sidewalks along Holbrooks, from NC 115 across the railroad tracks to the existing sidewalks east of Central Avenue. This project requires coordination with and approval from NCDOT, CATS, and Norfolk Southern Railroad
- The Town is studying how to improve the intersection of Central Avenue and Holbrooks Road to improve driver compliance with stop signs and increase pedestrian safety. This study and its recommendations will be coordinated with the traffic calming study along Central Avenue.

The Town plans to reapply to this funding

September 9, 2024

Waymer Park Final Concept

Scale: 1"=20'



EXAMPLE TOOLS

- The Town's Capital Improvement Plan (CIP) includes funding to connect Church Street from Dellwood Drive to Holbrooks Road. This project and its funding have been included in the BUILD Grant applications as local match funding.
- A traffic calming study is underway on Central Avenue, and near-term and long-term options are being evaluated at the time of the writing of this report. One near-term solution being considered is "Advisory Shoulders" between Dellwood Drive and Holbrooks Road (see the Advisory Shoulder description below for details).
- Truck traffic and speeds along Holbrooks Rd. is a concern for residents. The removal of truck traffic from Holbrooks Road is part of an approved rezoning with Greenway Waste and is to occur on or before 2034. The provision of a 10' multi-use path along Holbrooks Rd. to connect Pottstown/Waymer Park to Waymer Aero Park (across from Greenway Waste Solutions) is also being considered to address the safety of pedestrians along Holbrooks Road. Greenway Waste is proposing to build a portion of 10-foot sidepath along their frontage; Town Staff is recommending connecting path to Waymer Park. The BUILD Grant, mentioned above is also a potential funding source for this multi-use path.

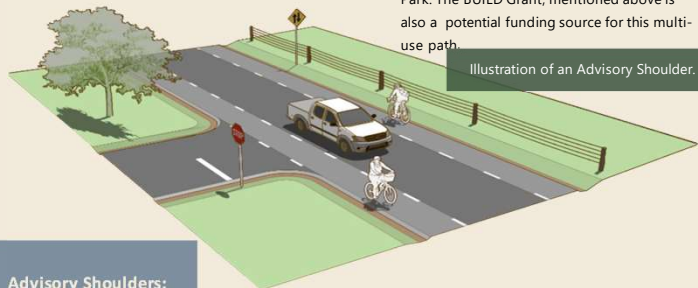


Illustration of an Advisory Shoulder.

Advisory Shoulders:

Advisory Shoulders create usable shoulders for bicyclists and pedestrians on a roadway that is otherwise too narrow to accommodate one. The shoulder is delineated by pavement marking and optional pavement color. When motor vehicles traveling in opposite directions meet, motorists may need to enter the advisory shoulder to create sufficient space to pass (See Figure 2, on page 93). Motorists may only enter the shoulder when no bicyclists or pedestrians are present and must overtake these users with caution due to potential oncoming traffic. Roads with advisory shoulders accommodate low to moderate volumes of two-way motor vehicle traffic and provide a prioritized space for bicyclists and pedestrians with little or no widening of the paved roadway surface. Experimental approval from the Federal Highway Administration (FHWA) is required to use this traffic control treatment. For more information on Advisory Shoulders, see the FHWA Small Town and Rural Multimodal Networks Guide, available here: <https://www.transportation.gov/grants/dot-navigator/small-town-and-rural-multimodal-networks>

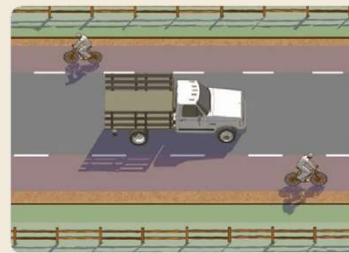


FIGURE 1

Motorist Travel in the center two-way travel lane. When passing a bicyclist, no lane change is necessary.

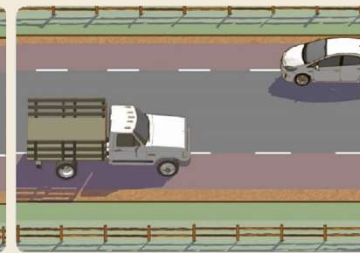


FIGURE 2

When two motor vehicles meet, motorist may need to encroach into the advisory shoulder space.

Future Town-Involved Projects:

There are also opportunities for future infrastructure improvements in the Pottstown area that have been identified by the community as part of the Pottstown Community Preservation Plan. These include:

- The Town has received a request from the Pottstown community to study whether trucks are travelling on Church Street, south of Holbrooks Road, to Commerce Station (Southwire industries & Reynolds Consumer Products), rather than using the Verhoeff Drive overpass. Concerns about truck speeds and damage to mailboxes is a concern.
- The Town has received a request from residents to lower the speed limit on Holbrooks Rd. The Town is coordinating with NCDOT to evaluate this.
- The extension of Verhoeff Drive, east of NC 115 to Prosperity Church Road, and the extension of Ferrelltown Parkway, from Huntersville-Concord Road to Eastfield Road, are part of the regional long-range transportation plan known as the Comprehensive Transportation Plan, which is managed by the Charlotte Regional Transportation Planning Organization (CRTPO). These are major infrastructure improvements in the vicinity that can potentially impact mobility and access in the area.

4.2 | ACTION STEPS BY TOOLKIT (CONT.)

TOOLKIT D | PUBLIC AND NONPROFIT INVESTMENT

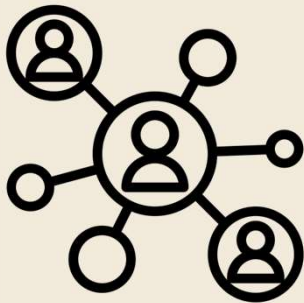
Tool	Sub-item	What (Action Step)	By Whom / Lead	Cost (\$)	Time (🕒)
D1 –Infrastructure Upgrades	1	Hold workshops to identify & discuss infrastructure needs	Town + Community	\$	🕒
	2	Prioritize & select projects	Town + Community	\$	🕒
	3	Implement projects & update community on status	Town	\$\$\$	🕒🕒
D2 – Community Identity & Signage	1	Document histories and assets	Community + historians	\$	🕒
	2	Integrate art & history interpretation	Town + artists + nonprofits	\$\$	🕒
	3	Coordinate installations with the Town; install & maintain	Town + Community	\$\$	🕒🕒🕒
D3 – Historic Memorialization Along Trails	1	Document histories and assets to memorialize	Community + historians	\$	🕒
	2	Integrate art & history interpretation	Town + artists + nonprofits	\$\$	🕒
	3	Coordinate installations with the Town; install & maintain	Town + Community	\$\$	🕒🕒🕒

TOOLKIT D | PUBLIC AND NONPROFIT INVESTMENT

Tool	Sub-item	What (Action Step)	By Whom / Lead	Cost (\$)	Time (🕒)
D4 –Community Cemeteries	1	Survey & document cemetery sites	churches + OSA + historians	\$\$	🕒
	2	Secure designations & protections	HLC + OSA	\$	🕒🕒
	3	Establish conservation plans and education programs	Community + churches	\$\$\$	🕒🕒
D5 –Torrence-Lytle Community Center Outdoor Enhancements	1	Design workshops for Outdoor Enhancements	Town + Community	\$\$	🕒
	2	Design & construct outdoor/site improvements, coordinating with the County	Town + County	\$\$	🕒🕒
	3	Program outdoor uses with the Community	Town + Community + programming partners	\$\$\$	🕒🕒🕒
D6 –Funding for Affordable & Mixed-Income Housing Development	1	Assess housing needs for community members	Coalition + Nonprofit	\$	🕒
	2	Identify funding sources + coordinate with Agencies	Town + Agencies	\$	🕒
	3	Launch partnerships + development	Coalition + nonprofits	\$\$\$	🕒🕒🕒
D7 –Arts & Culture Investments	1	Identify priority cultural programming to implement	Community	\$	🕒
	2	Implement arts & culture initiatives	Community + programming partners	\$\$\$	🕒🕒🕒

Extra Sheets

GOALS FOR PRESERVATION



1

STRENGTHEN
ASSETS



2

PRESERVE
NEIGHBORHOOD
CHARACTER



CELEBRATE AFRICAN



ADVANCE HUMAN
JUSTICE



FOSTER
BELONGING

OVERVIEW

4.2 | ACTION STEPS BY TOOLKIT

TOOLKIT A | PROCESS & REPRESENTATION

Tool	Sub-item	What (Action Step)	By Whom / Lead	Cost (\$)	Time (🕒)
A1 – Community Coalition	1	Convene community-wide meeting	CBOs, community leaders	\$	🕒
	2	Recruit members (CBOs, faith groups, residents)	Coalition organizing team	\$	🕒
	3	Hold first official meeting & set priorities	Coalition	\$	🕒
	4	Establish name, governance, admin workgroup	Coalition	\$	🕒
	5	Capacity building: grants, governance, law training	Coalition + United Way, County, nonprofits	\$\$	🕒
A2 – Community & Developer Discussions	1	Create a developer-community dialogue process	Coalition	\$	🕒
	2	Develop project dialogue tools + meeting processes	Coalition	\$	🕒🕒
	3	Hold voluntary developer meetings	Developers + Coalition	\$	🕒

KEY FOR TABLES

TIM E				Tool exists or could be put into action within 2 years.	COST	\$	\$	\$	Tools may require short-term volunteer labor to get started, but represent modest costs.
TIM E				Tool could be in place within 5 years.	COST	\$	\$	\$	Tools may need short-term funding sources, primarily from local sources that are known.
TIM E				Tool will need a period of steady buildup to sustain itself (typically 5-10 years).	COST	\$	\$	\$	Tools may demand ongoing levels of org./staff capacity, labor, fundraising and/or capital.

TOOLKIT A | PROCESS & REPRESENTATION

Tool	Sub-item	What (Action Step)	By Whom /Lead	Cost (\$)	Time (🕒)
A3 – Community Resource Webpage	1	Build community info webpage	Coalition +Town IT input	\$	🕒
	2	Maintain project updates & engagement	Coalition	\$\$	🕒🕒🕒
A4 –Annual Awards & Update	1	Plan annual preservation awards	Coalition	\$	🕒🕒🕒
	2	Present updates with Town/Agency partners	Coalition + Town/Agency staff	\$	🕒
	3	Recognize success & set new goals	Coalition	\$	🕒
A5 –Advisory Boards	1	Residents enroll in Huntersville 101	Community members	\$	🕒
	2	Track advisory board vacancies & encourage Pottstown reps to join	Coalition	\$	🕒
	3	Town appoints reps & provides training	Town Board	\$	🕒
	4	Advisory members report back on Pottstown matters	Community reps	\$	🕒

4.2 | ACTION STEPS BY TOOLKIT (CONT.)

TOOLKIT B | REGULATORY TOOLS

Tool	Sub-item	What (Action Step)	By Whom / Lead	Cost (\$)	Time (🕒)
B1 – Preservation Zoning Overlay/ Enhancements	1	Hold publicworkshops	Town Planning	\$\$	🕒
	2	Draft Zoning Ordinance Amendment	Town + Coalition	\$\$	🕒
	3	Adopt overlay / ordinance changes	Town Board	\$	🕒
B2 – Green Development Policies and Standards	1	Research & analysis of growing environmental risks (Huntersville-wide)	Town Staff	\$	🕒
	2	Draft local policy & standard updates	Town Staff	\$	🕒🕒
	3	Public hearing & adoption	Town Board	\$	🕒

KEY FOR TABLES

TIM E				Tool exists or could be put into action within 2 years.	COST	\$	\$	\$	Tools may require short-term volunteer labor to get started, but represent modest costs.
TIM E				Tool could be in place within 5 years.	COST	\$	\$	\$	Tools may need short-term funding sources, primarily from local sources that are known.
TIM E				Tool will need a period of steady buildup to sustain itself (typically 5-10 years).	COST	\$	\$	\$	Tools may demand ongoing levels of org./staff capacity, labor, fundraising and/or capital.

TOOLKIT B | REGULATORY TOOLS

Tool	Sub-item	What (Action Step)	By Whom /Lead	Cost (\$)	Time (🕒)
B3 – Protection & Conservation of Historic & Cultural Assets	1	Community, with Charlotte-Meck. Historic Landmarks Commission (HLC) and NC State Historic Preservation Office (SHPO), researches historic homes for historic designation. Historic designations for cemeteries (if/where needed) are also coordinated with the NC Office of State Archaeology (OSA).	Coalition + HLC + SHPO + OSA	\$ \$	🕒
	2	Coordinate historic designations & any enhanced protections with HLC	Town + HLC	\$ \$	🕒🕒
	3	Adopt any enhanced protections (for any new regulations beyond what is already in place today) into policy, procedures and/or Ordinance (see Tool B1)	Board	\$	🕒

4.2 | ACTION STEPS BY TOOLKIT (CONT.)

TOOLKIT C | HOUSING STABILITY

Tool	Sub-item	What (Action Step)	By Whom / Lead	Cost (\$)	Time (🕒)
C1 –Property Tax Relief	1	Advertise County’s tax relief program (HOMES)	Coalition/CBOs	\$	🕒
	2	Counsel household in applying for HOMES	CBOs + nonprofits	\$\$	🕒
C2 –Home Repair & Weatherization Programs	1	Expand grassroots repair (Habitat, CDC partners)	CBOs + Agency/nonprofit partners	\$\$\$	🕒
	2	Secure donated materials & storage	CBOs + nonprofits	\$\$	🕒
	3	Deploy weatherization workshops & programs	CBOs + Agency/nonprofit partners	\$\$	🕒🕒
C3 –Utility Service Fee Reductions	1	Survey residents to understand the needs to keep up with utility bills	CBOs	\$	🕒
	2	Negotiate and secure discounts with providers	CBOs or Coalition	\$	🕒🕒
	3	Publicize discounts	CBOs	\$	🕒

KEY FOR TABLES

TIM E				Tool exists or could be put into action within 2 years.	COST	\$	\$	\$	Tools may require short-term volunteer labor to get started, but represent modest costs.
TIM E				Tool could be in place within 5 years.	COST	\$	\$	\$	Tools may need short-term funding sources, primarily from local sources that are known.
TIM E				Tool will need a period of steady buildup to sustain itself (typically 5-10 years).	COST	\$	\$	\$	Tools may demand ongoing levels of org./staff capacity, labor, fundraising and/or capital.

TOOLKIT C | HOUSING STABILITY

Tool	Sub-item	What (Action Step)	By Whom / Lead	Cost (\$)	Time (🕒)
C4 – Real Estate & Financial Counseling Services	1	Survey residents for housing and legal needs	CBOs	\$	🕒
	2	Publicize and provide counseling services	CBOs + nonprofits	\$	🕒
C5 – Targeted Economic Empowerment & Ownership Support	1	Community employment needs assessment	CBOs + nonprofits	\$	🕒
	2	Partner with work boards, etc.	CBOs + Town support	\$	🕒
	3	Launch soft second mortgage program	CBOs + philanthropy+ banks/CDFIs	\$\$\$	🕒🕒
	4	Approve Zoning Ordinance changes to allow limited economic development uses for community in vacant nonresidential structures	Town + Coalition + Town Board	\$\$	🕒

4.2 | ACTION STEPS BY TOOLKIT (CONT.)

TOOLKIT C | HOUSING STABILITY

Tool	Sub-item	What (Action Step)	By Whom / Lead	Cost (\$)	Time (🕒)
C6 – Legal Aid & Tenant-Owner Mediation	1	Establish partnerships with advisor nonprofits	CBOs	\$	🕒
	2	Facilitate housing mediation services	CBOs + County + nonprofits	\$	🕒
	3	Publicize tenant rights & support resources	CBOs	\$\$	🕒🕒
C7 – Community Land Trust (CLT)	1	Feasibility & business plan	Coalition + Town support	\$\$	🕒🕒
	2	Acquire first properties	CLT + banks/CDFIs + philanthropy	\$\$\$	🕒🕒🕒
	3	Establish ground leases w/ homeowners	CLT Board	\$\$	🕒🕒🕒

KEY FOR TABLES

TIM E				Tool exists or could be put into action within 2 years.	COST	\$	\$	\$	Tools may require short-term volunteer labor to get started, but represent modest costs.
TIM E				Tool could be in place within 5 years.	COST	\$	\$	\$	Tools may need short-term funding sources, primarily from local sources that are known.
TIM E				Tool will need a period of steady buildup to sustain itself (typically 5-10 years).	COST	\$	\$	\$	Tools may demand ongoing levels of org./staff capacity, labor, fundraising and/or capital.

TOOLKIT C | HOUSING STABILITY

Tool	Sub-item	What (Action Step)	By Whom / Lead	Cost (\$)	Time ()
C8 – Nonprofit Housing & Community Development Corporation (CDC)	1	Launch a CDC	A CBO + banks/CDFIs	\$\$\$	
	2	Or: Partner with nonprofit housing developers	Coalition + Town + nonprofit developer	\$	
	3	Secure land and housing	CBO + nonprofits	\$\$	
C9 – Partner with a Community Quarterback Organization	1	Perform a demographic study	CBOs + Town/Agency support	\$\$	
	2	Coordinate programs with providers regionally	Coalition + regional Agencies	\$\$\$	
	3	And/or: Partner with Quarterback org.	Coalition + Ada Jenkins Center	\$	

4.2 | ACTION STEPS BY TOOLKIT (CONT.)

TOOLKIT D | PUBLIC AND NONPROFIT INVESTMENT

Tool	Sub- item	What (Action Step)	By Whom / Lead	Cost (\$)	Time (🕒)
D1 –Infrastructure Upgrades	1	Hold workshops to identify & discuss infrastructure needs	Town + Community	\$	🕒
	2	Prioritize & select projects	Town + Community	\$	🕒
	3	Implement projects & update community on status	Town	\$\$\$	🕒🕒
D2 –Community Identity & Signage	1	Document histories and assets	Community + historians	\$	🕒
	2	Integrate art & history interpretation	Town + artists + nonprofits	\$\$	🕒
	3	Coordinate installations with the Town; install & maintain	Town + Community	\$\$	🕒🕒🕒
D3 –Historic Memorialization Along Trails	1	Document histories and assets to memorialize	Community + historians	\$	🕒
	2	Integrate art & history interpretation	Town + artists + nonprofits	\$\$	🕒
	3	Coordinate installations with the Town; install & maintain	Town + Community	\$\$	🕒🕒🕒

TOOLKIT D | PUBLIC AND NONPROFIT INVESTMENT

Tool	Sub-item	What (ActionStep)	By Whom / Lead	Cost (\$)	Time (🕒)
D4 – Community Cemeteries	1	Survey & document cemetery churches + sites	SHPO & historians	\$\$	🕒
	2	Secure designations & protections	HLC + SHPO	\$	🕒🕒
	3	Establish conservation plans and education programs	Community + churches	\$\$\$	🕒🕒
D5 –Torrence-Lytle Community Center Outdoor Enhancements	1	Design workshops for Outdoor Enhancements	Town + Community	\$\$	🕒
	2	Design & construct outdoor/site improvements, coordinating with the County	Town + County	\$\$	🕒🕒
	3	Program outdoor uses with the Community	Town + Community + programming partners	\$\$\$	🕒🕒🕒
D6 –Funding for Affordable & Mixed-Income Housing Development	1	Assess housing needs for community members	Coalition + Nonprofit	\$	🕒
	2	Identify funding sources+ coordinate with Agencies	Town + Agencies	\$	🕒
	3	Launch partnerships+ development	Coalition + nonprofits	\$\$\$	🕒🕒🕒
D7 –Arts & Culture Investments	1	Identify priority cultural programming to implement	Community	\$	🕒
	2	Implement arts & culture initiatives	Community + programming partners	\$\$\$	🕒🕒🕒



EXHIBIT

6

Right of Way Abandonment

A Portion of Thread Ln (formerly N Main St)



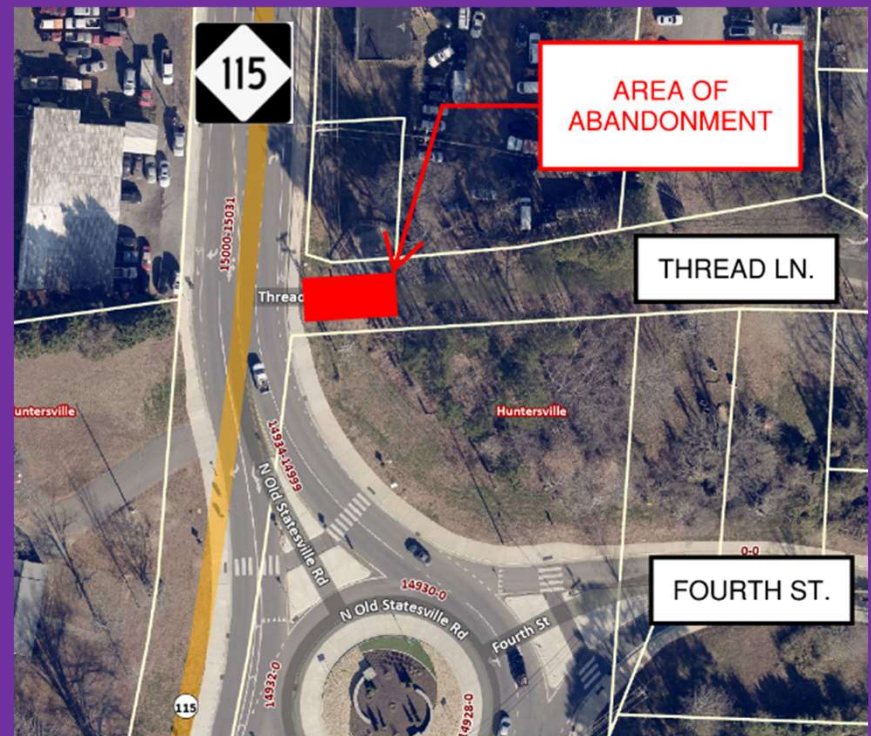
Abandonment Process

North Carolina General Statutes (N.C.G.S)
Section 160A-299
“Procedure for permanently closing streets and alleys”

- ✓ **Petitioner**
Submits Petition with a sealed survey of road area requesting to be abandoned.
- ✓ **Town Staff**
Reviews survey for compliance and prepares a Call for Public Hearing & Resolution Declaring Intent to Close.
- ✓ **Notice**
Notice of Closing & Public Hearing physically posted at location. Resolution of Intent to be published as a legal notice.



Location Maps



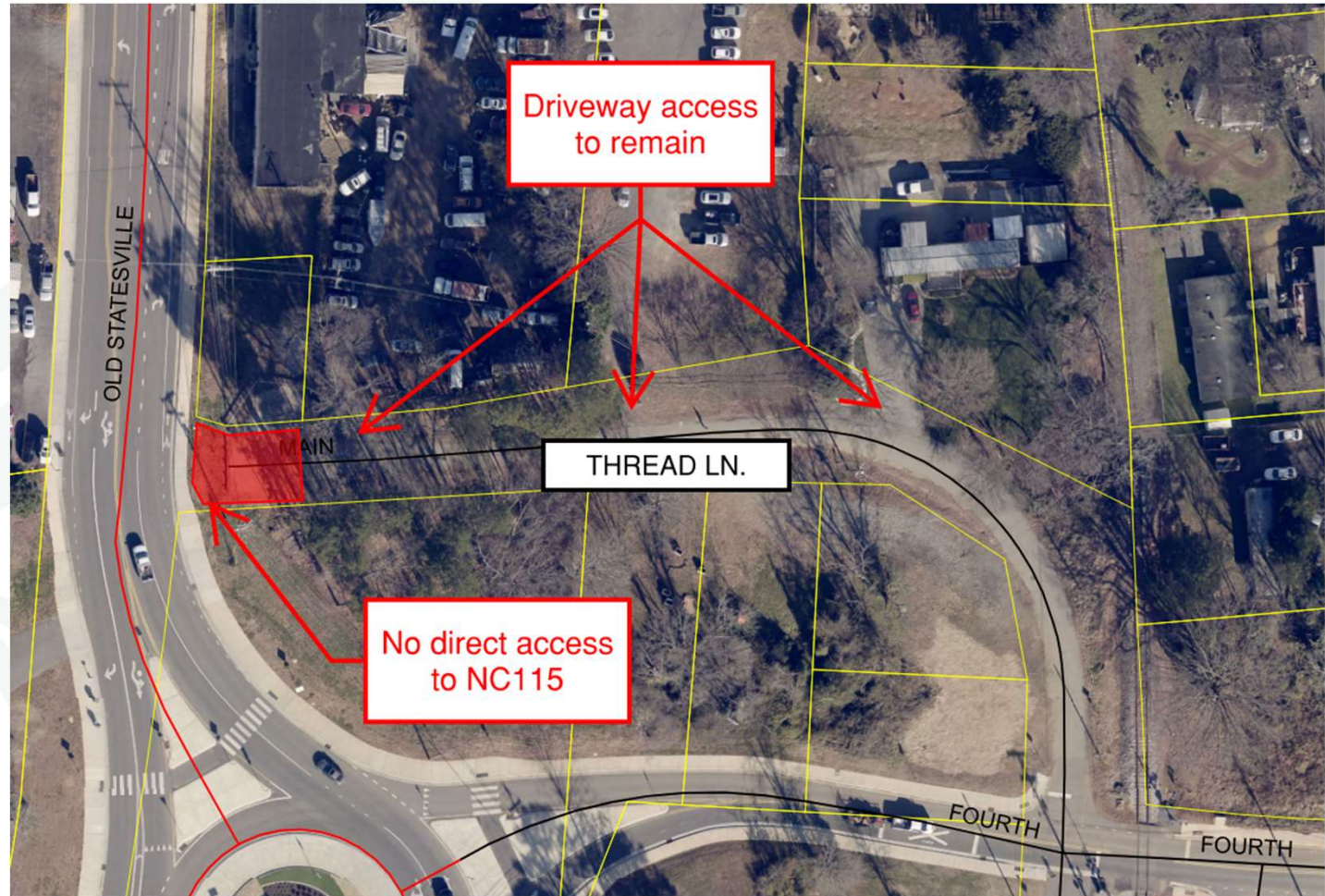
2018



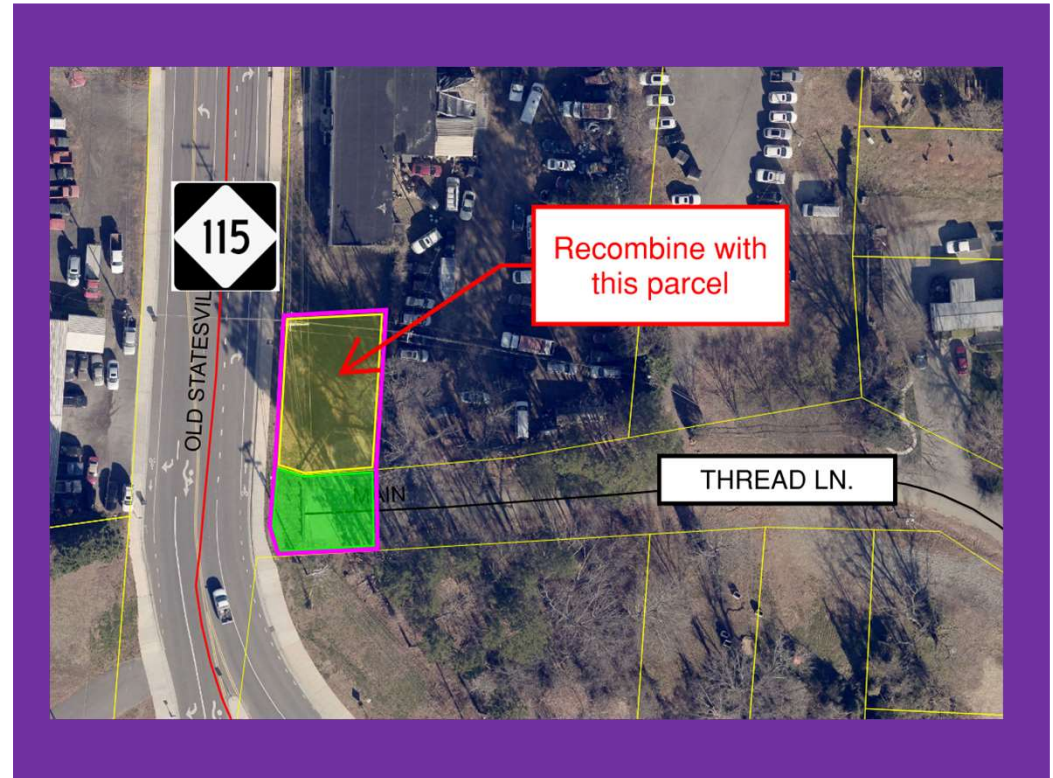
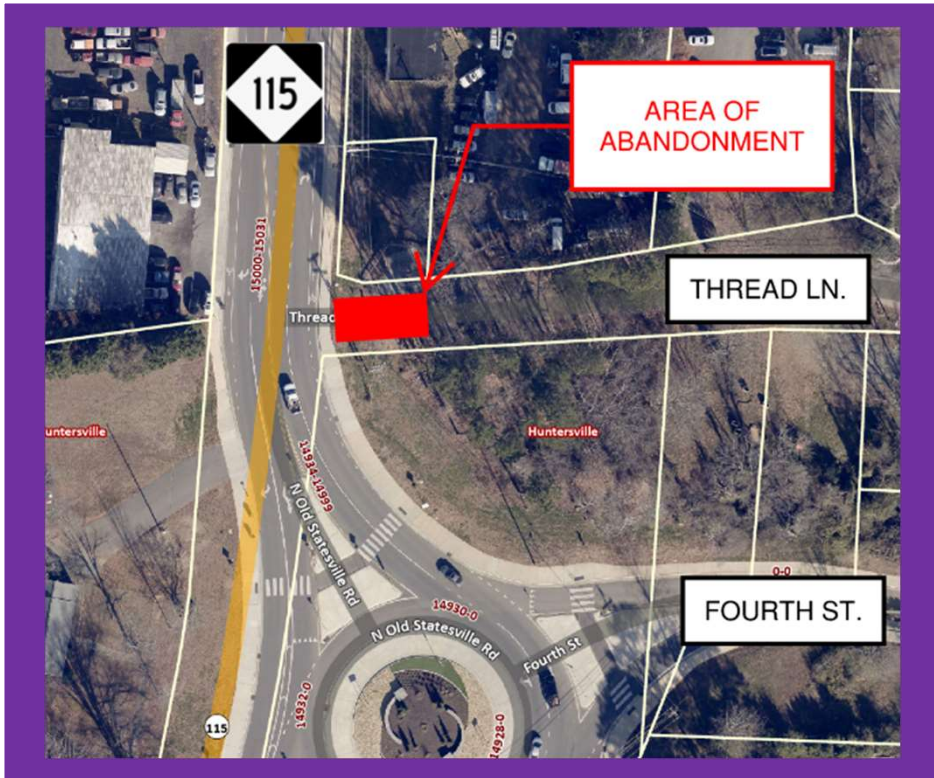
2025



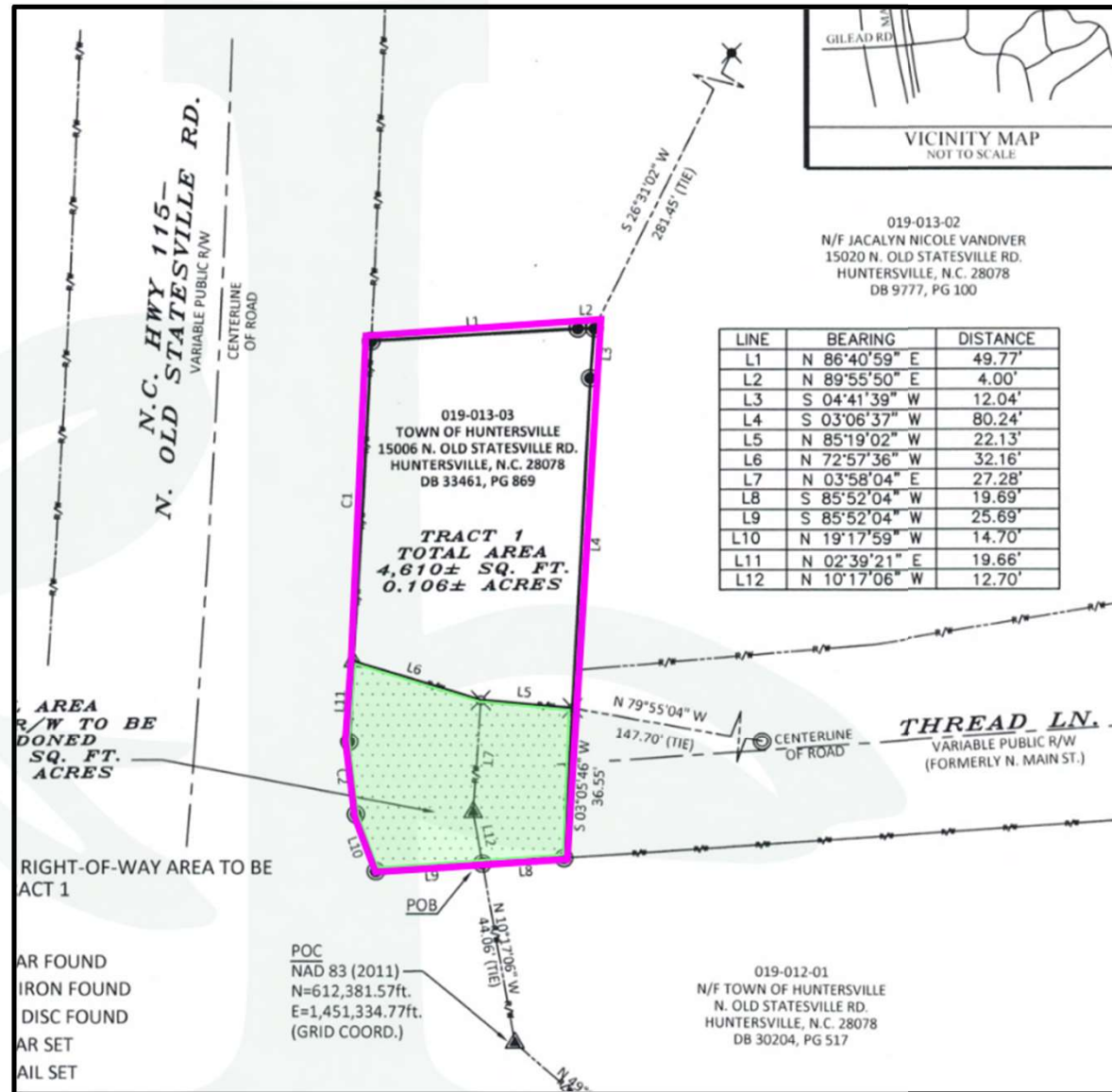
Driveway Access



Recombination



Plat Exhibit



Questions?

Town of
Huntersville
NORTH CAROLINA



Notice of Closing

A notice shall be prominently posted in at least two (2) places along said street.

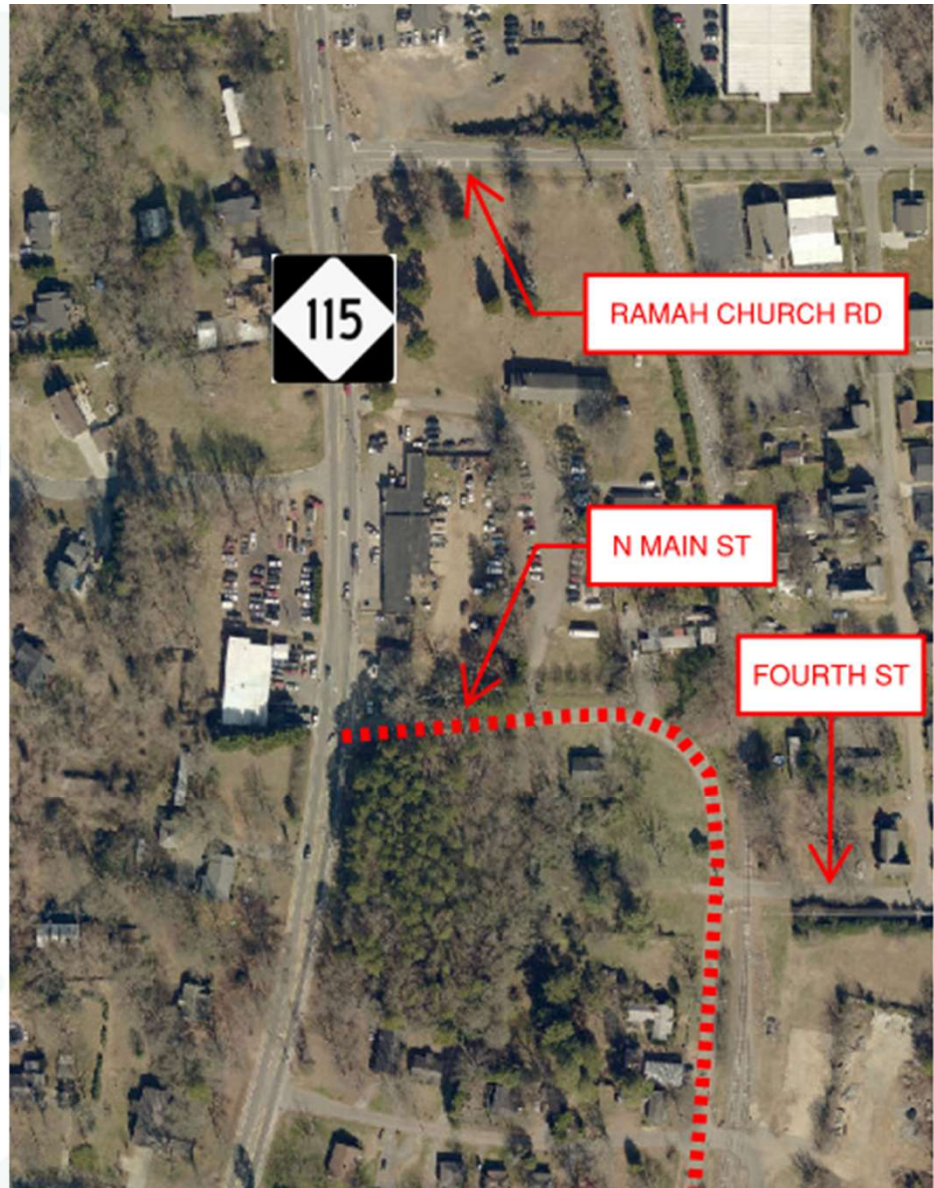


Street View



2018

Road Network



2025

Realigned Road Network





RESOLUTION OF THE TOWN OF HUNTERSVILLE TO ABANDON AND CLOSE A PORTION OF THREAD LANE

Resolution No. R-2025-22

WHEREAS, the Town of Huntersville has filed a petition to close a part of Thread Lane, in the Town of Huntersville, as further described in Exhibit A – Legal Description; and

WHEREAS, N.C.G.S. § 160A-299 allows for a municipality to permanently close any street or public alley; and

WHEREAS, said resolution of intent to close the street was published for a period of once a week for four successive weeks; and

WHEREAS, said resolution of intent was sent by mail to all owners of property adjoining the streets, and a notice of closing and public hearing was prominently posted in at least two places along the streets; and

WHEREAS, a public hearing was held on the 7th day of October 2025, where the Board of Commissioners determined that the closing of a portion of Thread Lane is not contrary to the public interest, that no individual, firm or corporation owning property in the vicinity thereof will be deprived of reasonable means of ingress and egress to his or its property, and is not contrary to the adopted policy to preserve existing right of way for connectivity.

WHEREAS, the Board desires to, through this Order and pursuant to N.C.G.S. § 160A-299, order the closing of a portion of Thread Lane, as further described in Exhibit A.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board hereby, through this Order, orders the closure of a portion of Thread Lane, as further described in Exhibit A.
2. This Resolution shall be effective as of the date of its adoption.
3. This Order shall be recorded in the Mecklenburg County Register of Deeds.

Adopted this 7th day of October, 2025

ATTEST:

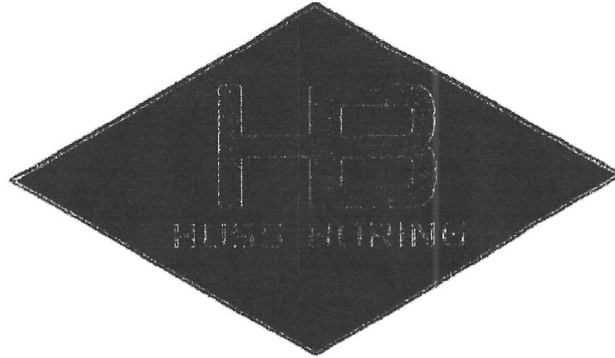
Janet Pierson, Town Clerk

Christy Clark, Mayor

APPROVED AS TO FORM:

Emily Sloop, Town Attorney

Huss Boring, LLC



803 North Washington Street
Shelby, NC 28150
(704) 481-7659
hussboring@yahoo.com
EIN: 47-2959094

Matt Huss – Owner/ Managing Member
License Number: 84465

Proposal for
Underground Electric and Directional Boring Crews
For the Town of Huntersville, North Carolina
DO NOT OPEN UNTIL 2:00 pm, AUGUST 7, 2025

ElectriCities of NC, Inc.
11316 Sam Furr Road
Huntersville, NC 28070
Attention: David Lucore



The energy behind public power



ELECTRICITIES OF NC, INC.

11316 SAM FURR ROAD

HUNTERSVILLE, NC 28078

MANAGING AGENT FOR THE TOWN OF HUNTERSVILLE, NC

CONTRACT FOR

UNDERGROUND AND DIRECTIONAL BORING CREWS FOR WORK IN

THE

TOWN OF HUNTERSVILLE, NORTH CAROLINA

FOR FISCAL YEAR 26

FROM SEPTEMBER 1, 2025, TO JUNE 30, 2026

NOTICE AND INSTRUCTIONS TO BIDDERS

1. Sealed proposals for furnishing labor and equipment for constructing the improvements to the Electrical Distribution System of the Town of Huntersville, North Carolina, (hereinafter called the "Owner") will be received on or before 2:00 PM, August 7, 2025, at the ElectriCities office at 11316 Sam Furr Road, Huntersville, NC 28078, at which time they will be publicly opened and read. Any bids received after the time and date specified will not be considered.
2. (a) The project consists of the construction of 7.2/12.5 KV distribution facilities for the Owner at the direction of their Electric System Managing Agent (ElectriCities).

Envelopes containing bids shall be marked as follows:

(Your Company Title)

(Address)

Formal Bid - Do Not Open until Deadline

Proposal for Underground Electric and Directional Boring Crews for the Town of Huntersville, NC

Bid Opening 2:00 p.m., August 7, 2025

License No. _____

VIA USPS:

To: ElectriCities of NC, Inc.

PO Box 2905

Huntersville, North Carolina 28070

Attention: David Lucore, Electric Systems Manager

VIA FEDEX, UPS OR OTHER COURIER SERVICE:

To: ElectriCities of NC, Inc.

11316 Sam Furr Road

Huntersville, North Carolina 28070

Attention: David Lucore

- (b) The Owner reserves the right to reject any or all proposals.
- (c) The successful bidder will, in general, furnish all the labor and equipment which may be necessary to affect the construction of the Owner budgeted expansion and improvement projects as directed by ElectriCities.
- (d) Although the schedule and availability of detailed plans is often subject to progress made by developers, the budget for fiscal Year 2026 includes underground electric construction for the following projects:

<u>Project</u>	<u>Description</u>
Caldwell Crossing	Mixed-Use Residential
Bryton Alliance	Apartments
Bryton Bulk Feeder	System Expansion
Bryton Industrial Phase 3	Industrial Units
Bryton, The Views @ Bryton	Apartments
Bryton Townhomes	Multi-Family Units
Bryton Woodfield	Multi-Family Units
Caldwell Station North	Multi-Family Units
Childers Subdivision	Single-Family Units
Commerce Industrial	Light Industrial
CPCC Relocation	Commercial
Huntersville East Bulk Feeder	System Expansion
McCord Road Bulk Feeder	Commercial
North Creek Village Phase 2	Commercial
North Creek Village Phase 2	Multi-Family Units
North Creek Village Phase 3	Multi-Family Units
North Mecklenburg High School	Commercial
Rosedale Townhomes	Multi-Family Units
Verhoeff Road Extension	System Expansion
Westmoreland Farms	Single-Family Units

(e) Proposal quantities are based on current information available for these projects and are subject to change as each developer or builder progresses toward construction ready plans. The total quantities of each unit are not guaranteed. The contractor shall be paid based on actual quantities installed, in-place, as measured and/or verified by ElectricCities.

(f) ElectricCities intends to provide specific project plans approximately a month before construction begins, including updated unit quantities. Contractor will provide an estimate for each project based on contract unit prices which will need to be approved via work order prior to commencing construction.

The Owner intends to furnish materials required for each project. A standard percentage markup will also be established for use when it is mutually agreeable to be more convenient for Contractor to furnish materials at the direction of and approved by the Owner or ElectricCities. In any event, the materials furnished by the Contractor shall not exceed \$29,999.

(g) In the event that project requires construction that is not covered by proposal units requested herein the Owner and Contractor will establish a mutually agreeable price to apply to such construction per change order.

3. The necessary forms and documents for bidders may be obtained from the Owner's Managing Agent, ElectricCities, at 11316 Sam Furr Road, Huntersville, NC 28078. Contact David Lucore at dlucore@electriccities.org for copies of documents or with questions.
4. Proposals, together with all supporting instruments must be submitted on the forms furnished. The name and address of the Bidder, contractor's license number, and the date of the opening of the bids must all appear on the envelope in which the proposal is submitted. The Proposal shall be marked "Proposal for Underground Electric and Directional Boring Crews for the Town of Huntersville, North Carolina. DO NOT OPEN UNTIL 2:00 PM, AUGUST 7, 2025".

5. Consideration will be given only to bids of the Contractors licensed under the "North Carolina Act to Regulate the Practice of General Contracting." Contractors and subcontractors, in order to perform public work in the State of North Carolina, are required to hold State of North Carolina Contractor's licenses of the class required to perform the specified work. Contractor's license number shall be inserted in the appropriate place on the Proposal form, before Proposal will be considered. Evidence of subcontractor's compliance with the above shall be submitted to ElectriCities before starting subcontract work on public work contracts.
6. The Owner reserves the right to waive minor defects and informalities that would not prejudice other bidders, and which speaks to the responsiveness of the bid. Mathematical errors may be grounds for withdrawing a bid, if it meets grounds with withdrawal as set forth in N.C.G.S. 143-129.1.
7. Each Bidder shall include, and shall be deemed to have included, in the price quoted in the Contractor's Proposal for each number of units, the amounts which it is estimated will be payable by the successful Bidder on account of taxes imposed by any taxing authority upon the sale, purchase or use of materials, supplies or equipment incorporated in the Project as part of such units. All taxes of the foregoing descriptions shall be payable by the Bidder to whom the Contract shall be awarded.
8. The successful Bidder will reimburse the Owner for all loss and breakage of materials installed or removed by the Bidder. Reimbursement shall be at current market prices for the salvageable materials removed. Current market prices shall be determined from the Owner's material invoices for replacing damaged materials. All scrap material shall remain the property of the Owner or be disposed of as directed by the Owner. The Owner will issue, and both the Bidder and Owner will sign, material receipts at the time removed materials are returned to the Owner in order for the Bidder to receive credit for same.
9. All blank spaces in the Proposal form must be filled in, as required. All price information shall be shown in figures where required. No changes shall be made in the phraseology of the forms.
10. Each Proposal must be accompanied by a certified check on a bank that is a member of the Federal Deposit Insurance Corporation payable to the order of the Owner, or a Bidder's Bond acceptable to the Owner and running in favor of the Owner, in an amount equal to five percent (5%) of the maximum bid price. If a proposal is not accepted or if a proposal is accepted and a contract is executed, the check or Bidder's Bond will be returned in each instance within a period of thirty (30) days to the Bidder furnishing the same; except that each Bidder agrees, provided its proposal is one of the three low proposals, that, by filing its proposal together with such check or Bidder's Bond in consideration of the Owner's receiving and considering such proposal, said proposal shall be firm and binding upon each such Bidder and such check shall be held by the Owner for a period not exceeding ninety (90) days from the date hereinabove set for the opening of the Proposals.
11. The successful Bidder will be required to enter into the Town's Contract for Construction Services contract, attached herein, with the Owner and to furnish Performance and Payment Bonds, in the forms attached hereto, for the full amount of the contract price, these bonds will guarantee the full performance of the contract.

TOWN OF HUNTERSVILLE, NORTH CAROLINA

(Owner)

ELECTRICITIES OF NC, INC.

(Managing Agent)

Bid Specifications

1. The successful bidder will furnish all labor and equipment which may be necessary to install materials and equipment for the Owner's' electric distribution system.
2. An estimated quantity of items budgeted for FY26, based on current information, is included. These are estimated quantities and are not guaranteed during the contract period. The schedule and availability of work in FY26 will vary based on many factors including weather, readiness of the project, availability of materials, etc.
3. Contractor will be paid for actual quantities of units installed, in place and as measured and/or verified by ElectriCities of NC, Inc. representatives.
4. ElectriCities will provide plans for each project to the contractor approximately one month before the estimated construction start date. Contractor will produce an estimated cost based on unit prices and the town will issue a PO to the contractor. ElectriCities will authorize the work to begin when the project is ready for construction.
5. The Owner will provide all materials for each project. A standard percentage markup will be established for use when the Contractor provides materials when it is mutually agreed to be more efficient and approved by Owner. The total sum of materials provided by the Contractor shall not exceed \$29,999 in cost.
6. The price(s) quoted for each unit item by each bidder shall contain, and shall be deemed to contain in the price, any amounts which are estimated to be payable by the Bidder for any and all taxes imposed by any taxing authority upon the sale, purchase or use of materials, supplies or equipment contained in each project. The bidder shall be solely responsible for the payment of any such taxes.
7. The Owner and Contractor shall mutually agree on an acceptable price for units required but not contained in the proposal by the issuance of a Change Order approved by ElectriCities representatives.
8. The Contractor awarded the contract shall reimburse the Owner the cost for all loss, breakage, or theft of materials once they have taken delivery of them from any warehouse or storage location operated by the Owner.
9. Contractor is responsible for the transportation of materials received from the Owner's warehouse or storage location to each project site.
10. All materials left over or scrapped as part of any project shall remain the property of the Owner and contractor shall transport such items as directed by Owner for reuse or disposal.
11. Each proposal shall be accompanied by a certified check on a bank that is a member of the Federal Deposit Insurance Corporation (FDIC) payable to the order of the Owner, or a Bidder's Bond acceptable by the Owner and running in favor of the Owner, in an amount equal to 5% of the maximum price of the bid.
12. The check or Bidder's Bond shall be returned to contractors whose bid was not accepted and or if the proposal is accepted and a contract is executed, the check or Bidder's Bond shall be returned within thirty (30) days to the bidder; except that each Bidder agrees that provided its proposal was one of the 3 lowest bids, each such proposal shall be firm and binding upon each bidder and each check shall be retained by the Owner for a period not exceeding ninety (90) days from the date of the public bid opening.

CONTRACTOR'S PROPOSAL (Bidder or Contractor)

TO: TOWN OF HUNTERSVILLE, NC (Owner)

LABOR AND EQUIPMENT PROPOSAL for FY26

SECTION 1.

- 1.1 The projects to be worked under this contract will be in and around the Town of Huntersville, NC.
- 1.2 Contractor, hereinafter called the "Bidder" or "Contractor", shall have familiarized himself/herself with all conditions likely to be encountered affecting the cost and schedule of work. The Contractor agrees and warrants that he/she has:
 - (a) Inspected the construction units and proposed a fair and reasonable cost for each unit according to current market rates.
 - (b) Agreed to provide labor, equipment, transportation, and all other items necessary (other than bulk materials, which will be provided by the Owner) required to construct, repair and/or maintain the Town of Huntersville's electric distribution system in accordance with industry standard practices, federal and state regulations applicable to work of this type, town policies and procedures. Agrees and understands that plans, specifications, and construction standards will be provided by the Owner on a project-by-project basis.
- 1.3 Bidder acknowledges that he/she has carefully examined the contract documents and understands the requirements contained therein and that the documents are appropriate and adequate for contracting with the Owner, and that Bidder has an adequately trained staff of employees who can perform the work on a project-by-project basis in a competent, professional, and workmanlike manner.
- 1.4 Bidder further acknowledges that he/she has or has at their disposal the equipment, machinery, and facilities necessary to perform the work competently.
- 1.5 Bidder declares that this proposal, in all aspects is fair and is provided in good faith without collusion or fraud and that only the person or persons named in this proposal have any interest in this proposal or in the contract to be entered into with the Owner.
- 1.6 Bidder agrees to provide labor and equipment to install units at the prices listed below with one or more crews in complete accordance with the contract documents as requested by the Owner or Managing Agent:

Electric Unit	UOM	Est. Qty	Unit Price	Total
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I. DIRECTIONAL BORING UNITS

a. Conduit Installation Units

1. (1) 1" - 1 1/2" HDPE	Linear Ft	4500	\$8.00	\$36,000.00
2. (1) 2" - 2 1/2" HDPE	Linear Ft	6500	\$9.00	\$58,500.00
3. (2) 2" - 2 1/2" HDPE	Linear Ft	400	\$16.00	\$6,400.00
4. (3) 2" - 2 1/2" HDPE	Linear Ft	1250	\$20.00	\$25,000.00
5. (4) 2" - 2 1/2" HDPE	Linear Ft	1250	\$24.00	\$30,000.00
6. (5) 2" - 2 1/2" HDPE	Linear Ft	1250	\$26.00	\$32,500.00
7. (1) 2" - 2 1/2" & (1) 1" - 1 1/2" HDPE	Linear Ft	400	\$11.50	\$4,600.00
8. (1) 2" - 2 1/2" & (2) 1" - 1 1/2" HDPE	Linear Ft	400	\$12.00	\$4,800.00
9. (2) 2" - 2 1/2" & (1) 1" - 1 1/2" HDPE	Linear Ft	1250	\$17.00	\$21,250.00
10. (2) 2" - 2 1/2" & (2) 1" - 1 1/2" HDPE	Linear Ft	1250	\$18.00	\$22,500.00
11. (3) 2" - 2 1/2" & (1) 1" - 1 1/2" HDPE	Linear Ft	400	\$20.00	\$8,000.00
12. (4) 2" - 2 1/2" & (1) 1" - 1 1/2" HDPE	Linear Ft	1250	\$25.00	\$31,250.00
13. (5) 2" - 2 1/2" & (1) 1" - 1 1/2" HDPE	Linear Ft	400	\$26.50	\$10,600.00

14. (1) 3" HDPE	Linear Ft	2300	\$16.50	\$37,950.00
Electric Unit	UOM	Est. Qty	Unit Price	Total
15. (2) 3" HDPE	Linear Ft	500	\$23.00	\$11,500.00
16. (3) 3" HDPE	Linear Ft	1500	\$28.00	\$42,000.00
17. (4) 3" HDPE	Linear Ft	500	\$33.00	\$16,500.00
18. (1) 3" & (1) 1" - 1 1/2" HDPE	Linear Ft	400	\$19.00	\$7,600.00
19. (1) 3" & (2) 1" - 1 1/2" HDPE	Linear Ft	400	\$20.00	\$8,000.00
20. (1) 3" & (1) 2" - 2 1/2" & (1) 1' - 1 1/2" HDPE	Linear Ft	400	\$23.00	\$9,200.00
21. (1) 3" & (2) 2" - 2 1/2" HDPE	Linear Ft	400	\$26.00	\$10,400.00
22. (1) 3" & (3) 2" - 2 1/2" HDPE	Linear Ft	1250	\$33.00	\$41,250.00
23. (1) 3" & (4) 2" - 2 1/2" HDPE	Linear Ft	400	\$35.00	\$14,000.00
24. (4) 3" & (1) 2" - 2 1/2" HDPE	Linear Ft	1250	\$38.00	\$47,500.00
25. (1) 4" HDPE	Linear Ft	8500	\$18.00	\$153,000.00
26. (2) 4" HDPE	Linear Ft	900	\$29.00	\$26,100.00
27. (3) 4" HDPE	Linear Ft	1000	\$42.00	\$42,000.00
28. (1) 4" & (1) 2" - 2 1/2" HDPE	Linear Ft	400	\$24.00	\$9,600.00
29. (1) 4" & (1) 2" - 2 1/2" & (1) 1" - 1 1/2" HDPE	Linear Ft	400	\$25.00	\$10,000.00
30. (1) 4" & (2) 2" - 2 1/2" HDPE	Linear Ft	400	\$26.00	\$10,400.00
31. (1) 6" HDPE	Linear Ft	5000	\$24.00	\$120,000.00
32. Rock Adder for Directional Bore	Linear Ft	2000	\$35.00	\$70,000.00
Conduit Installation Units Total		\$	\$978,400.00	

b. General Construction Units

33. Asphalt, Cut & Remove 0" - 5" thick	Sq Ft.	2000	\$12.00	\$24,000.00
34. Asphalt, Cut & Remove 6" - 10" Thick	Sq. Ft.	500	\$15.00	\$7,500.00
35. Concrete, Cut & Remove 0" - 4" Thick	Sq. Ft.	2000	\$16.00	\$32,000.00
36. Concrete, Cut & Remove 5" - 8" Thick	Sq. Ft.	500	\$17.00	\$8,500.00
37. Concrete, Replace 3,000 psi 4" Thick	Sq. Ft.	2000	\$8.00	\$16,000.00
38. Locates, 12" Core Hole & Restore	Each	200	\$175.00	\$35,000.00
39. Dig, Barricade & Restore 4' x 4' x 3' Pit	Each	100	\$400.00	\$40,000.00
40. Locates, 24" Core Hole & Restore	Each	100	\$300.00	\$30,000.00
41. Locate, Existing Conduits by Excavating, Removal of landscaping, debris & foreign objects	Hour	100	\$250.00	\$25,000.00
42. Excavating and Relocating Existing Conduits Up to 6"	Hour	100	\$250.00	\$25,000.00
43. Excavation of existing conduit due to obstructions that would prevent the installation of cable by normal means	Hour	100	\$250.00	\$25,000.00
44. Install pulling string by using pneumatic tooling. in conduit up to 6"	Hour	100	\$0.50	\$50.00
45. Removal of Street Light	Each	20	\$100.00	\$2,000.00
General Construction Units Total \$			\$270,050.00	

Electric Unit	UOM	Est. Qty	Unit Price	Total
c. Open Trench Units				
46. Open Trench 18" W x 36" D	Linear Ft	25000	\$8.00	\$200,000.00
47. Open Trench 18" W x 48" D	Linear Ft	5000	\$10.00	\$50,000.00
48. Open Trench 24" W x 60" D	Linear Ft	2000	\$13.00	\$26,000.00
49. Rock Adder for Open Trench	Linear Ft	1500	\$15.00	\$22,500.00
50. Add 1" - 1 1/2" Duct to Trench	Linear Ft	4500	\$1.00	\$4,500.00
51. Add 2" - 2 1/2" Duct to Trench	Linear Ft	6500	\$1.25	\$8,125.00
52. Add 3" Duct to Trench	Linear Ft	5000	\$1.75	\$8,750.00
53. Add 4" Duct to Trench	Linear Ft	1500	\$2.75	\$4,125.00
54. Add 6" Duct to Trench	Linear Ft	750	\$5.00	\$3,750.00
Open Trench Units Total			\$	\$327,750.00

II. MATERIALS INSTALLATION UNITS

a. Boxes & Pads Units				
55. Box, Splice, Streetlight, 10" x 15", w/Connectors	Each	200	\$80.00	\$16,000.00
56. Enclosure, Fiberglass, 15 kV	Each	50	\$400.00	\$20,000.00
57. Junction, 15 kV, 200A, 2-Point	Each	50	\$400.00	\$20,000.00
58. Junction, 15 kV, 200A, 3-Point	Each	50	\$400.00	\$20,000.00
59. Junction, 15 kV, 200A, 4-Point	Each	25	\$400.00	\$10,000.00
60. Junction, 15 kV, 600A, 3-Point	Each	25	\$400.00	\$10,000.00
61. Pad, Switchgear, 15 kV, PME-9, & ME-11	Each	15	\$600.00	\$9,000.00
62. Pad, Transformer, 1-Ph	Each	65	\$150.00	\$9,750.00
63. Pad, Transformer, 3-Ph	Each	25	\$700.00	\$17,500.00
64. Pedestal, Secondary, UG, 1-Ph	Each	10	\$80.00	\$800.00
Boxes & Pads Units Total			\$	\$133,050.00

b. Streetlights & Security Lights Units				
65. Fixture, Streetlight, Decorative	Each	100	\$225.00	\$22,500.00
66. Fixture, Street or Security, Standard, w/arm	Each	50	\$225.00	\$11,250.00
67. Pole, AL, Decorative, 10' - 16' for Streetlight	Each	100	\$200.00	\$20,000.00
68. Pole, AL or Fiberglass, Standard, 20' 30', for SL	Each	50	\$200.00	\$10,000.00
69. Foundation, Pole, Direct Bury, for Streetlight	Each	100	\$200.00	\$20,000.00
Streetlights & Security Lights Total			\$	\$83,750.00

c. Transformers & Switchgear Units				
70. 25 KVA - 100 KVA 1-Ph Install and Connect	Each	55	\$500.00	\$27,500.00
71. 167 KVA 1-Ph Install & Connect	Each	10	\$575.00	\$5,750.00
72. 75 KVA - 500 KVA 3-Ph Install & Connect	Each	20	\$2,500.00	\$50,000.00
73. 750 KVA & Larger 3-Ph Install & Connect	Each	5	\$2,500.00	\$12,500.00
74. Grounding Assembly, for Pad-Mtd. Enclosures	Each	100	\$115.00	\$11,500.00

Electric Unit	UOM	Est. Qty	Unit Price	Total
75. PME-9 Switchgear Install & Connect	Each	10	\$725.00	\$7,250.00
76. PME-11 Switchgear Install & Connect	Each	10	\$725.00	\$7,250.00

Transformers & Switchgears Total \$ \$121,750.00

d. Termination Units

77. Adapter, 15 kV, 200A, Reducing	Each	20	\$40.00	\$800.00
78. Bracket, Insulated Standoff, 15 kV	Each	25	\$40.00	\$1,000.00
79. Bracket, Insulated Standoff, Feed-Thru, 15 kV	Each	25	\$42.00	\$1,050.00
80. Bushing Insert, 15 kV, Load break, 200A	Each	150	\$40.00	\$6,000.00
81. Bushing Insert, 15 kV, LB, 200A, Feed-Thru	Each	50	\$40.00	\$2,000.00
82. Cap, Insulated, Protective, 15 kV, 200A	Each	100	\$38.00	\$3,800.00
83. Cap, Insulated, Protective, 15 kV, 600A	Each	50	\$38.00	\$1,900.00
84. Elbow, 15 kV, 200A, Load break	Each	100	\$140.00	\$14,000.00
85. Elbow, 15 kV, 600 A Dead break, T-Body	Each	50	\$300.00	\$15,000.00
86. Elbow, Arrester, 15 kV	Each	35	\$75.00	\$2,625.00
87. Elbow, Fused, 15 kV	Each	25	\$150.00	\$3,750.00
88. Riser, House, 200A, Install & Connect	Each	200	\$200.00	\$40,000.00
89. Splice, 15 kV, 1/0 AL URD	Each	50	\$300.00	\$15,000.00
90. Splice, 15 kV, 750 MCM	Each	50	\$600.00	\$30,000.00
91. Wire, Secondary, Any Size	Each	1000	\$1.50	\$1,500.00

Terminations Total \$ \$138,425.00

e. Wire & Cable Units

89. (1) 1/0 Primary, AL, 15 kV, JCN, URD	Linear Ft	25000	\$1.45	\$36,250.00
90. (3) 1/0 Primary, AL, 15 kV, JCN, URD	Linear Ft	20000	\$5.25	\$105,000.00
91. 2/0 TPX AL, 600V, UG	Linear Ft	3000	\$1.38	\$4,140.00
92. #2 STR, Copper, Bare	Linear Ft	10000	\$1.25	\$12,500.00
93. 350 TPX, AL, 600 V	Linear Ft	5000	\$1.50	\$7,500.00
94. 350 QPX, AL, 600V, UG	Linear Ft	1000	\$1.55	\$1,550.00
95. 4/0 TPX, AL, 600V, UG	Linear Ft	2000	\$1.60	\$3,200.00
96. 4/0 QPX, AL, 600V, UG	Linear Ft	5000	\$1.65	\$8,250.00
97. #6/3 Streetlight, AL, 600V, UG	Linear Ft	10000	\$0.89	\$8,900.00
98. (1) 750 MCM Primary, AL, 15 kV, JCN, URD	Linear Ft	1000	\$2.88	\$2,880.00
99. (3) 750 MCM Primary, AL, 15 kV, JCN, URD	Linear Ft	15000	\$8.64	\$129,600.00

Wire & Cable Install Total \$ \$319,770.00

CONTRACTOR'S PROPOSAL

SUMMARY

UNITS

SUBTOTAL COST

DIRECTIONAL BORING UNITS

a. Conduit Installation Units	\$ 978,400.00
b. General Construction Units	\$ 270,050.00
c. Open Trench Units	\$ 327,750.00

MATERIALS INSTALLATION UNITS

a. Boxes & Pads Units	\$ 133,050.00
b. Streetlights & Security Lights Units	\$ 83,750.00
c. Transformers & Switchgear Installation Units	\$ 121,750.00
d. Terminations Units	\$ 138,425.00
e. Wire & Cable Units	\$ 319,770.00

TOTAL COST

\$ 2,372,945.00

Contractor Name: Huss Boring LLC

SECTION 2.

- 2.1 **Licensing** – Contractor, by submitting a bid, represents that he/she possesses a valid Contractor's License(s) Number(s): 84465, that authorizes him/her to perform the work specified in the proposal in the state of North Carolina. The Contractor further agrees to notify the Owner immediately of any change in the status of said License(s).
- 2.2 **Equipment** – All vehicles and equipment used in the performance of this contract shall be in excellent condition and shall be properly maintained to ensure their safety and efficiency and shall present an acceptable image to the public. All vehicles shall be marked with the contractor's name in some fashion to be quickly identified.
- 2.3 **Equipment Staging** – Owner has limited space available at their operations facility and cannot provide room for the staging of Bidder's vehicles and equipment. There may be other Owner sites that accommodate this, however, in the event that suitable space cannot be provided by the Owner, the Bidder agrees to find suitable staging area(s) for all vehicles and equipment at his/her own expense.
- 2.4 **Employee Conduct** – Contractor agrees to provide a staff of professional employees who will:
- (a) Always conduct themselves in a professional manner.
 - (b) Always display the highest regard for safety.
 - (c) Always be courteous and professional in all dealings with the Owner's staff and the public.
 - (d) Always display the highest integrity and ethical decision-making skills.
 - (e) Wear uniforms or clothing that is in good repair and condition and is marked with the company name to easily identify them as employees.
- 2.5 **Materials:**
- (a) The Contractor agrees that when it is necessary to construct units that are not contained in the proposal, the Owner and Contractor shall determine and agree on a fair market rate for each unit. The Contractor shall submit a Change Order to the Owner and the Owner must approve the Change Order before any such item(s) are authorized.
 - (b) The Contractor awarded the contract shall reimburse the Owner the cost for all loss, breakage, or theft of materials once they have taken delivery of them from any warehouse or storage location operated by the Owner.
 - (c) Contractor is responsible for the transportation of materials received from the Owner's warehouse or storage location to each project site.
 - (d) All materials left over or scrapped as part of any project shall remain the property of the Owner and contractor shall transport such items as directed by Owner for reuse or disposal.
 - (e) Contractor shall return all Owner's materials remaining stored on their equipment as directed by Owner at the completion of the contract term.
- 2.6 **Miscellaneous Materials** If, during the performance of work under this contract, the contractor needs miscellaneous materials, such as but not limited to, lumber, grass seed, straw, fittings, etc. and it is identified as more efficient and possibly more cost effective for the Contractor to furnish those items, the contractor shall be allowed a standard percentage markup of 10% for the furnishing of those materials with the Owner's or Owner's Representative's approval. Invoices or receipts for all items purchased shall be submitted to Owner before payment will be made. In any case, the total of all miscellaneous items purchased by the contractor shall not exceed \$29,999 during the contract term.

- 2.7 Estimated Units - The Contractor, by submitting a bid, agrees and understands that the estimated units listed in the proposal are estimates only and the Owner may specify any number or combination of numbers of units as the Owner deems necessary.
- 2.8 Taxes - The Contractor agrees to provide unit prices include provisions for the payment of all monies which will be payable by the Bidder or the Owner in connection with the construction of the project due to taxes levied by any taxing authority upon the sale, purchase or use of materials, supplies, or equipment to be incorporated in the project as part of such unit(s). The Contractor agrees to pay all such taxes and to furnish to the Owner and all appropriate taxing authorities all required documentation and reports pertaining thereto.
- 2.9 Temporary Work - All temporary work, which the Bidder performs for his convenience in constructing the project shall be installed and removed at his own expense.

SECTION 3.

GENERAL CONDITIONS OF THE CONTRACT

- 3.1 Contract Documents are the contract comprises the following documents, including all additions, deletions and modifications incorporated therein before the execution of the contract:
- (a) General Conditions of the Contract
 - (b) Agreement for Contractor Services
 - (c) Detailed Requirements and Specifications
- 3.2 Unit Rates -are fixed charges for each construction unit as defined by terms and drawings in these documents to complete underground electric construction projects. Rates include all Contractor labor and equipment furnished by the Contractor to install each unit.
- 3.3 Owner is The Town of Huntersville, North Carolina.
- 3.4 Managing Agent is Electricities of North Carolina, Inc. who is under contract with the Owner to manage the operation of the Town's electric system and act on their behalf in matters of day-to-day operations.
- 3.5 Contractor is the contractor named in the Contract Documents.
- 3.6 Subcontractor is any person, firm, or corporation with a direct contract with the contractor who acts for or on behalf of the contractor in executing any part of the contract but does not include one who merely furnishes materials.
- 3.7 Contract is the agreement covering the furnishing of crews and equipment to construct the units described in the contract documents including all supplemental agreements thereto and all general and special provisions pertaining to the work.
- 3.8 Contract requirements shall mean the Legal and Procedural Documents, General Conditions of the Contract, together with the modifications thereof, and the Detailed Specification Requirements, with all addenda thereto.
- 3.9 Written Notice shall be considered as served when delivered in person or sent by registered mail to the individual, firm, or corporation or to the last business address of such known to him who serves the notice.
- 3.10 Change of Address shall be the duty of each party to advise the other party to the contract as to any change in business address until completion of the contract.

3.11 Character of Workmen.

- (a) The Contractor shall at all times be responsible for the conduct and discipline of his employees and/or any subcontractor or person employed by subcontractors.
- (b) All workmen must have sufficient knowledge, skill, and experience to perform the work assigned to them properly.
- (c) Any foreman or workman employed by the Contractor or subcontractor who, in the opinion of the Owner or Managing Agent does not perform his work in a skillful manner, or appears to be incompetent or to act in a disorderly or unprofessional manner shall, at the written request of the Owner, be immediately removed from any work on the Owner's electric system and shall not be employed again in any portion of the work without the approval of the Owner.

3.12 Rejected Work. Any defective work whether the result of poor workmanship, damage through carelessness or any other cause shall be removed, and the work shall be re-executed by the Contractor at no cost to the Owner for labor, equipment, or replacement material.

3.13 Patents and Royalties. If any design, device, material or process covered by letters, patent or copyright is used by the Contractor, he shall provide for such use by legal agreement with the owner of the patent or a duly authorized licensee of such owner and shall save harmless the Owner from any and all loss or expense on account thereof, including its use by the Owner.

3.14 Surveys, Permits and Regulations. Unless otherwise specified, permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified.

3.15 Warning Signs and Barricades. The Contractor shall provide adequate signs, barricades, red lights and watchmen and take all necessary precautions for the protection of the work and the safety of the public, and he shall be liable for any damages arising by failure to provide such precaution. All traffic control measures: signs and equipment shall be according to NCDOT guidelines and rules. Suitable warning signs shall be placed and illuminated at night so as to show in advance where construction, barricades or detours exist.

3.16 Public Safety and Convenience.

- (1) The Contractor shall at all times conduct his work to ensure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to ensure the protection of persons and property in a manner satisfactory to the Owner.
- (2) No road or street shall be closed to the public except with the permission of the proper Owner authority.
- (3) Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times.
- (4) Temporary provisions shall be made by the Contractor to ensure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches.

3.17 Crossing Utilities. When new construction crosses highways, railroads, streets or utilities under the jurisdiction of State, County, Town or other public agency, public utility or private entity, the Contractor shall ascertain that duly executed permits, licenses, and/or easements have been secured by the Owner.

3.18 Sanitary Provisions. The Contractor shall provide and maintain such sanitary accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the local and State Departments of Health and as directed by the Owner.

- 3.19 Claims and Decisions. All claims of the Contractor shall be presented to the representative of the Owner, who shall promptly forward same to proper channels and assist in obtaining the Contractor a decision or relief within a reasonable time.
- 3.20 Work Order. Following the execution of the contract by the Owner, a work order for each project shall be given by the Owner to the Contractor. The Contractor shall coordinate the start of each project with the Owner or Managing Agent.
- 3.21 Makeup of Crews. The number of men in each classification and the equipment to be used in any crew will be decided by the Contractor and approved by the Owner to be commensurate with required progress of work.
- 3.22 Rights of Various Interest. Wherever work being done by the Owner's forces or by other contractors is contiguous to work covered by this contract, the respective rights of the various interests involved shall be established by the Owner, to secure the completion of the various portions of the work in general harmony.
- 3.23 Contractor's Supervision. The Contractor shall provide supervision for all contractor and subcontractor employees.
- 3.24 Oral Agreements. No oral order, objection, claim or notice by any party to the others shall effect or modify any of the terms of obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by the reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.
- 3.30 Private Property. The Contractor shall not enter upon private property for any purpose without obtaining permission, and he shall be responsible for the preservation or replacement when damaged, of all public property, trees, monuments, and other items, along and adjacent to the street and/or right-of-way and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or damage all monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed.
- 3.31 Requests for Payment. The Contractor shall submit regular invoices which will be processed for payment once each month. The Contractor shall make regular tabulation sheets, in duplicate. One copy will be filed with the Owner and one copy shall be attached to invoices.
- 3.32 Location of underground Facilities. Contractor shall be responsible for requesting the location of underground facilities for all work on overhead or underground lines. Location of all facilities will be provided by North Carolina 811 - (1-800-632-4949).
- 3.33 Work Under Contractor's Charge. During periods of performance by the Contractor of work under this agreement, those portions of the lines upon which work is being performed shall be under the charge and control of the Contractor and during such period of control by the Contractor all risks in connection with the construction of the project and the materials to be used therein shall be borne by the Contractor. The Contractor shall make good and fully repair all injuries and damages to the project or any portion thereof under the control of the Contractor where the same shall have occurred by reason of the Contractor's negligence. The Contractor shall hold the Owner and Managing Agent harmless from any and all claims for injuries to persons or for damage to property happening by reason of any negligence or faulty construction on the part of the Contractor or any of the Contractor's agents or employees during the control by the Contractor of the project or any part thereof.

- 3.34 **Price Schedule.** All work undertaken by the Contractor under the contract shall be paid for by the Owner on the basis of prices for each unit of construction contained as part of this contract. The prices shall include in each case the furnishing of all necessary construction equipment and tools, supervision, field and office overhead and expenses, insurances, taxes, labor, Workmen's Compensation Insurance and Social Security Tax and Contractor's profit. The entire compensation of the Contractor (except for such items of extra work as may be authorized in writing) shall be the sum arrived at by multiplying each unit price, as shown by the unit schedule, by the number of units provided to which such price is applicable and adding all such products together.
- 3.35 **Work Undefined by Contract Units.** In the event that projects require Contractor to perform work not already established by units in contract, such work may be included, with prior agreement between Owner and Contractor, by mutually agreed upon change order.
- 3.36 **Scope of Work.** The scope of work to be accomplished is construction in conjunction with and replacement of 12,470-volt circuits and secondary voltage circuits. Personnel must display an understanding of the hazards associated with these power lines.
- 3.37 **Specifications and plans** will vary from project to project. Though they cannot predict the schedule or extent of specific projects to be constructed under this agreement, Owner plans to use contract crews for the expansion of the electric system, including developments already under construction and relocation of lines from aerial to underground.
- 3.38 **Where a jointly used trench** is agreed to by all parties, the Contractor may need to take direction from representatives of telephone, cable or other utilities for each project for non-electric portions of the installation. Any conflicts between plans furnished to Contractor and direction given by other utilities shall be promptly reported to Owner or their designated party.
- 3.39 **Safety of Crews**
- (a) The Contractor is responsible for the safety of their employees and any subcontractor's employees..
 - (b) The Contractor shall provide its employees that have the potential to work on or near energized power lines with a uniform that has a minimum Arc Thermal Performance Value of 8 cal/cm^2 .
 - (c) The crew shall apply PPE as recommended by the Owners' arc flash work rules or as indicated by arc flash labels or per Owner's most current arc flash study.
- 3.40 **Equipment Storage.** Contractor shall lease or otherwise obtain space for parking or storing vehicles, trailers, and other equipment at their expense if suitable space is not available on Owner's property.
- 3.41 **Periodic Contractor's Meeting.** The Contractor shall make available, at no cost to the Owner, a Management Representative to review the work progress on a weekly basis or as often as the volume of work dictates as determined by the Owner or Managing Agent. The Management Representative shall be identified after the execution of the Contract.

SECTION 4.

ELECTRICAL CONSTRUCTION SPECIFICATIONS

- 4.1 **Contractor Work Standards.** Contractor shall perform all work in compliance with all federal, state and local requirements relating to the construction and maintenance of an electric distribution system including but not limited to:
- (a) Owner provided standards and specifications.
 - (b) National Fire Protection Association National Electrical Code.

- (c) American National Standards Institute, Inc.
- (d) National Electrical Safety Code
- (e) U. S. Department of Labor
- (f) OSHA Standards 1910.137 & 1910.269- Electrical Safety Related Work Practices

In no case shall the materials and workmanship fail to meet the minimum requirements of these Codes. Defective equipment or equipment damaged in the course of installation or test shall be replaced or repaired in a manner meeting the approval of the Owner.

4.2 General Provisions:

- (a) The Contractor shall take each work site in its present condition, perform all grubbing, excavation, trenching, backfilling and patching necessary for the execution of the construction.
- (b) All permits for the proposed construction shall be obtained by the contractor.

4.3 Classification and Disposition of Excess Material

The Contractor shall thoroughly clear the site of all debris and surplus earth resulting from the clearing and excavation to the satisfaction of the Engineer. All debris shall be removed from the site and deposited in an approved location.

4.4 Grubbing

Grubbing shall include the removal and disposal of all stumps, roots larger than 3 inches in diameter, and matted roots to the depths indicated. All depressions excavated below the original surface for or by the removal of stumps, roots, rotted wood, and refuse shall be refilled with suitable material or fill quality and compacted to make the surface conform to the bearing capacity of the surrounding subgrade surface.

4.5 Excavation

- (a) The Contractor shall excavate to elevations and dimensions shown, plus sufficient space to permit erection of forms, sheeting, shoring, and bracing. Excavation carried below the depths indicated without specific directions shall be refilled to the proper grade with thoroughly compacted suitable fill. Shoring shall be furnished and installed by the Contractor, if required, to protect the workmen and the proposed system from water damage and from hazard of earth slides into ditch. The Contractor shall repair any damage caused by his excavation of trenching. The drawings indicate the general nature, depth, and location of existing underground facilities, but they are not to be construed as indication of all utilities or obstructions which may be encountered.
- (b) The Contractor shall at all times during construction of the work, provide and maintain ample means and equipment with which to promptly remove and properly dispose of all water entering excavations and keep excavations dry until conduit lines or other structures to be built therein are completed.
- (c) If rock is encountered it shall be removed and replaced with suitable materials in such a manner as to provide a compacted earth cushion with a maximum thickness of 8 inches.
- (d) All excavation in stoned or grass areas shall have stone or sod stripped, stored, and reinstalled by Contractor. All excavated earth in grass areas shall be placed on suitable material to protect the grass and shall be removed as soon as possible.
- (e) Any area where grass has been damaged shall be replaced to the Owner's satisfaction. This shall include surface preparation, raking, fertilizer, grass seed, straw, etc.

4.6 Rock

- (a) Rock, by definition, shall be materials including boulders $\frac{1}{2}$ cubic yard or more in volume, solid rock, rock in ledges, and rock-hard Cementous aggregate deposits.
- (b) Rock excavation for trenches includes removal and disposal of materials and obstructions encountered that cannot be excavated with a track-mounted power excavator equivalent to Caterpillar Model 215C LC and rated not less than 115 flywheel horsepower and 32,000-pound drawbar pull, equipped with a short stick and a 42-inch wide, short tip radius rock bucket rated at cubic yard (heaped) capacity. Trenches in excess of 30 feet in either length or width are classified as open excavation.
- (c) Rock excavation in open excavations includes removal and disposal of materials and obstructions encountered that cannot be dislodged and excavated with modern, track-mounted, heavy-duty excavating equipment without drilling, blasting, or ripping. Rock excavation equipment is defined as Caterpillar Model 973 or equivalent track-mounted loader, rated not less than 210 flywheel horsepower and developing a minimum of 45,000-pound breakout force.
- (d) Contractor shall notify Owner or Managing Agent of all rock encountered and shall quantify the volume of rock excavated by extraordinary means. Owner or Managing Agent shall inspect and give approval for any and all rock adder charges.

4.7 Backfill

- (a) All backfill of excavations for conduit lines or other structures shall be free of roots, vegetable matter, waste construction materials, or other objectionable material. Backfill materials shall be placed in uniform layers not to exceed 6 inches in loose depth and each layer shall be thoroughly compacted. Compaction shall be accomplished with power tamps in accordance with ASTM D1557 to not less than 95 percent of maximum dry density.
- (b) Material used for backfilling under and around pipe and over pipe to a depth of 2 feet above top of pipe shall be clay, sand, or other earth which is free of rocks over 3 inches in any dimension, cinders, broken concrete, roots stumps, timber or other objectionable foreign matter. Special care shall be exercised in tamping backfill under pipe to secure solid bearings for pipe, being careful, however, not to disturb alignment or grade of pipe or pipe joints. Heavy rollers, vehicles, crawler equipment, or other such equipment shall not be used for compacting backfill over pipelines.
- (c) Polyethylene film marker tape shall be installed above underground lines in trench. In paved areas, tape shall be laid directly on compacted earth subgrade before restoring the pavement. In unpaved areas, tape shall be laid on compacted backfill approximately one foot below finished grade, but with a minimum of 6" differential between the conduit and marker. Tape shall be installed with the printed side up and ends shall be tied with square knots. The marker shall be 6" x .004", bright red or yellow, and marked continuously in black letters with the words "CAUTION" and "BURIED ELECTRIC LINES BELOW."

4.8 Patching

- (a) Where existing sidewalks, driveways, streets and highways are cut, the patching shall be finished in such a manner as to match the adjoining surfaces. Curbs and gutters shall be replaced by the same shape and materials as existing walkways and/or steps shall be replaced with concrete construction or similar to existing construction. All pavement cuts shall be patched whether or not a paved surface is indicated on the plans.

- (b) Work shall be done neatly by workmen skilled in the trade.
- (c) Where street paving is cut, the asphalt shall be neatly cut with an asphalt cutter. Breaking the asphalt out with a backhoe or other means is prohibited. Boards or other suitable materials shall be placed under backhoe outrigging to prevent damage to the asphalt. The patching shall consist of a minimum of 6 inches of crusher-run stone and 4 inches of asphalt of existing type. If the surrounding pavement is damaged by backhoe or by any other means, the damaged spot shall be cut out and patched as above. If the surface of surrounding area is damaged, the whole area shall be paved over with 3/4 inches sand-asphalt at no additional cost to the Owner.
- (d) Stone base and paving shall be placed immediately after opening is backfilled. Backfill shall be tamped thoroughly and any settlement which occurs in the street for 12 months warranty period shall be repaired and resurfaced with asphalt at no further cost to the Owner.
- (e) In order to provide bearing for replaced pavement, all pavement cuts shall be wider on each side than earth cut at top of trench in accordance with assembly drawing.

4.9 Placing Underground Cable in Trenches and Conduit

- (a) The cable shall be placed in the trench as soon after the trenching operation as feasible.
- (b) The minimum temperatures specified by the cable manufacturer at which cable-laying operations will be permitted shall be observed.
- (c) Wherever possible, cables shall be paid out from the reel mounted on a moving vehicle or trailer. The reel shall be supported so that it can turn easily without undue strain on the cable.
- (d) The cable shall be carefully placed in the trench by hand. All cable placements shall be made under constant supervision to be certain that no damage to the cable occurs.
- (e) Cable shall be carefully inspected as it is removed from the reel in laying operations to be certain that it is free from visible defects. The Superintendent shall notify the Owner immediately if defects are discovered.
- (f) Sufficient slack and in no case less than 12 inches shall be left at all risers, transformer pads, pedestals and terminal points so that movements of cable after backfilling will not cause damaging strain on the cable or terminals.
- (g) The minimum bending radius of primary cable is twelve times the overall diameter of the cable. The minimum bending radius of secondary and service cable is eight times the overall diameter of the cable. In all cases, the minimum radius specified is measured to the surface of the cable on the inside of the bend.
- (h) Where cable must be pulled through conduit or duct, the operation shall be performed in such a way that the cable will not be damaged from strain or dragging. The cable shall be lubricated with a suitable cable lubricant prior to pulling into conduit or duct. In placing primary cable, the stress applied while pulling into ducts or during other pulling operations shall not exceed the least of the following:
 - (i) Where a pulling eye is attached to the conductor, the maximum pulling strain in pounds shall not exceed .006 times the circular mil area for aluminum or .008 times the circular mil area for copper.
 - (ii) Where a basket grip is placed over the cable, the pulling strain shall not exceed the lesser of (1) that calculated in (a) above or (2) 1000 pounds. The cable under the cable grip and 1.0 foot preceding it shall be severed and discarded after the pulling operation.

- (iii) In no case shall the maximum pulling tension exceed that recommended by the specific cable manufacturer.
- (iv) The maximum sidewall pressure at bends shall not exceed the cable manufacturer's recommended maximum.
- (i) When specified, the Contractor shall pull cable in direction indicated on the construction plans.
- (j) The cable shall be installed in continuous lengths between connections.
- (k) Cable markers shall be provided at both ends of each cable run to identify the individual runs. Markers shall be attached directly to the cables below the terminations and shall consist of adhesive plastic tape with identifying characters embossed or stamped by a pressure-type tool.
- (l) Cables shall be carefully handled at all times to avoid damage, and shall not be dragged across the ground, fences, or other sharp projections. Care shall be exercised to avoid excessive bending of the cable. The ends of the cable shall be sealed at all times against moisture with suitable end caps. Where it is necessary to cut the cable, the ends shall be terminated or sealed immediately after the cutting operation.

4.10 Equipment Pads

The site for the pad shall be on undisturbed earth adjacent to but not over the trench. The site shall be cleared of all debris and excavated to the specified depth. Gravel, sand or other acceptable self-draining materials shall be added to the site, as shown in the construction drawings, thoroughly compacted, and the pad installed at the specified elevation.

4.11 Applicable Drawings and Plans

- (a) The drawings and plans shall form a part of these specifications and shall specify in detail the work to be performed.
- (b) Should any further drawings be required in explanation of the work, they shall be furnished by the Owner and shall be equally binding upon the Contractor. All drawings are a part of the contract, and the drawings and these specifications shall be considered as cooperative.
- (c) The drawings and specifications shall be used for this work only and are the property of the Engineer and must be returned to the Engineer's office upon request at the completion of the work.

4.12 Directional Boring

- (a) Directional Boring units include labor, material and equipment required to install a conduit system under existing pavement or grade.
- (b) Units shall include opening pits, installing the conduits noted on the plans, and restoring the pits to original condition.
- (c) Conduits shall be color coded to distinguish purpose of each, and coding system shall be uniform throughout project.
- (d) Contractor shall be responsible for having other underground facilities located and repairing any damage.
- (e) Payment shall be made per foot of bore measured linearly from one splice box to the next.
- (f) The bore shall be a "flow mole" type bore a minimum of 36" deep, and both ends of the conduit bank shall be accessible through splice boxes or equipment where duct is terminated.
- (g) Conduits for other utilities shall be stubbed up and capped.

NAME OF CONTRACTOR: Huss Boring LLC LICENSE NUMBER(S): 84465

BY: Matt Huss TITLE: Owner

Bidder Name

Signature

ADDRESS OF BIDDER: 803 N Washington Street, Shelby, NC 28150

The Proposal must be signed with the full name of the Bidder. In the case of a partnership, the Proposal must be signed in the firm name by each partner. In the case of a corporation, the Proposal must be signed in the corporate name by a duly authorized officer and the corporate seal affixed and attested by the Secretary of the Corporation. A typewritten copy of all such names and signatures shall be appended.

The Bidder must accompany his bid proposal with an Affidavit of Compliance with N.C. E-Verify Status.

STATE OF NORTH CAROLINA
TOWN OF HUNTERSVILLE
COUNTY OF MECKLENBURG

AFFIDAVIT OF COMPLIANCE WITH
N.C. E-VERIFY STATUTES

I, Matt Huss (hereinafter the "Affiant"), duly authorized by and on behalf of

Huss Boring LLC (hereinafter the "Employer") after being first duly sworn deposes and says as

follows:

1. I am the Owner (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.
2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.
3. Employer employs 25 or more employees in the State of North Carolina and is in compliance with the provisions of N.C. Gen. Stat. §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.
Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. Gen. Stat. §64-26.
4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. Gen. Stat. §64-26.
5. Employer shall keep the Town of Huntersville informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes.

Further this affiant sayeth not.

This the 7th day of August, 2025



Signature of Authorized Officer or Agent

Matt Huss - Owner

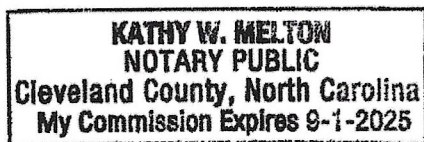
Printed Name and Title of Authorized Officer or Agent

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

Sworn to and subscribed before me, this the 7 day of August, 2025.

Notary Public: Kathy W. Melton

My Commission Expires: 9-1-2025



IRAN DIVESTMENT ACT AND COMPANIES THAT BOYCOTT ISRAEL CERTIFICATION

As of the date listed below, the entity listed above is not on the list of restricted companies created by the State Treasurer pursuant to N.C.G.S. 147-86.58 or 147-86.81(a)(1).

The undersigned hereby certifies that he or she is authorized by the entity listed above to make the foregoing statement.

Matt Huss 8/7/25
Signature Date

Matt Huss
Printed Name

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Huss Boring LLC
803 N Washington Street
Shelby, NC 28160

SURETY:

(Name, legal status and principal place of business)

Granite Re. Inc.
14001 Qualibrook Drive
Oklahoma City, OK 73134

OWNER:

(Name, legal status and address)

Town of Huntersville
101 Huntersville-Concord Road
Huntersville, NC 28078

Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of Amount Bid (5% of Bid)

PROJECT:

(Name, location or address, and Project number, if any)

Directional and Underground Boring Services, Huntersville, NC

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of August, 2025.

Audra Brackett

(Witness)

Huss Boring LLC

(Principal)

(Seal)

(Title)

Granite Re. Inc.

(Surety)

Scott Polin
(Title) Scott Polin, Attorney-in-Fact

Catherine Getz

(Witness) Catherine Getz

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

TYLER TURNBULL; SCOTT PELIN; MATTHEW ROSE; BRETT BRANTON; BEVERLY IVEY; DELLA CASE; MICHELE MILLER its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

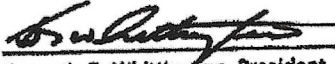
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

TYLER TURNBULL; SCOTT PELIN; MATTHEW ROSE; BRETT BRANTON; BEVERLY IVEY; DELLA CASE; MICHELE MILLER may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

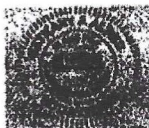



Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620




Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
7th day of August, 2025.




Kyle P. McDonald, Assistant Secretary

CONTRACTOR'S PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT, we _____

Huss Boring LLC, 803 N Washington Street, Shelby, NC 28150

Hereinafter called the "Principal" and Granite Re, Inc., 14001 Quailbrook Drive, Oklahoma City, OK 73134

a corporation incorporated under the laws of the State of Minnesota

hereinafter called the "Surety", are held and firmly bound unto the Town of Huntersville

hereinafter called the "Owner", in the full and just sum of _____

Two Million Three Hundred Seventy-two Thousand Nine Hundred Forty-five & 00/100

_____ Dollars (\$ 2,372,945.00)

lawful money of the United States of America, to be paid to the said Owner, its successors, or its assigns, for which payment well and truly to be made and done we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. Sealed with our seals and dated this 7th day of October, A. D., 2025.

WHEREAS, the above bonded "Principal" has entered into a contract with the said Owner, bearing the date 7th day of October, 2025.

A copy of which said contract is incorporated herein by reference and is made a part hereof as if fully copied herein:

For the full and complete execution of work in connection with _____

Underground Electric and Directional Boring, Huntersville, NC

NOW THEREFORE, the conditions of this obligation are such that if the above bonded "Principal", as Contractor, shall in all respects comply with the terms of the contract and conditions of said contract, and his, their, and its obligation thereunder, including the specifications and plans therein referred to and made a part thereof, and such alterations as may be made in said specifications and plans as therein provided for, and shall well and truly, and in a manner satisfactory to the Owner, complete the work contracted for within the time stipulated in the contract, and shall save harmless the Owner from any expense incurred through the failure of said Contractor to complete the work as specified, and from any damage growing out of the carelessness of said Contractor, or his, their or its servant, and also shall save and keep harmless the said Owner against and from all losses to it from any cause whatever, including patent, trademark and copyright infringements in the manner of constructing said Project, then this obligation shall be void; otherwise to be and remain in full force and virtue.

Provided, however, that no suit, action or proceeding by reason of any default whatever shall be brought on this Bond after twenty-four (24) months from the day on which the final payment under the Contract falls due.

And provided further the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations or addition to the terms of Contract or to the work to be performed thereunder of the specifications accompanying the same shall in any such way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

The obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated, and after such performance it shall become null and void.

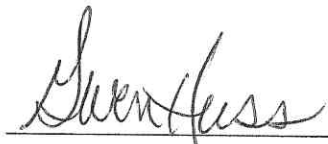
IN TESTIMONY WHEREOF witness the hands and seals of the parties hereto on this 7th day of October, 2025.

Executed in Two (2) counterparts.

Huss Boring LLC (SEAL)

(Contractor)

By 


(Witness as to Contractor)

Granite Re, Inc.

(SEAL)

(Surety Company)

By Scott Pelin
Scott Pelin, Attorney-in-Fact

Catherine Getz
(Witness as to Surety) Catherine Getz

Countersigned:

T. Turnbull
(Licensed Resident Agent) Tyler Turnbull

CONTRACTOR'S PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

_____ Huss Boring LLC, 803 N Washington Street, Shelby, NC 28150

_____ hereinafter called the "Principal" and _____ Granite Re, Inc., 14001 Quailbrook Drive, Oklahoma City, OK 73134

_____ a corporation incorporated under the laws of the State of _____ Minnesota

_____ hereinafter called the "Surety", are held and firmly bound unto the _____ Town of Huntersville

_____ hereinafter called the "Owner", in the full and just sum of _____

_____ Two Million Three Hundred Seventy-two Thousand Nine Hundred Forty-five & 00/100

_____ Dollars (\$ 2,372,945.00)

lawful money of the United States of America, to be paid to the said Owner, its successors, or its assigns for which payment well and truly to be made and done we bind ourselves, our heirs, executors, administrators, and successors jointly and severally, firmly by these presents. Sealed with our seals and dated this 7th day of

October, A. D., 20 25.

WHEREAS, the above bonded "Principal" has entered into a contract with the said Owner, bearing the date

7th day of October, 20 25.

A copy of which said contract is incorporated herein by reference and is made a part hereof as if fully copied

herein:

for the full and complete payment for all labor and materials used in the execution of the work in connection

with Underground Electric and Directional Boring, Huntersville, NC

NOW THEREFORE, if the above bonded "Principal" as Contractor, 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, then this obligation shall be void; otherwise, to remain in full force and virtue.

Provided, however, that no suit, action or proceeding by reason of any default whatever shall be brought on this Bond after twenty-four (24) months from the day on which the final payment under the Contract falls due.

And provided further the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

This obligation shall remain in full force and effect until the performance of all covenants, terms, and conditions herein stipulated, and after such performance it shall become null and void.

IN TESTIMONY WHEREOF witness the hands and seals of the parties hereto on this 7th day of

October, 2025.

Executed in Two (2) counterparts.

Huss Boring LLC (SEAL)
(Contractor)

By

Gise Huss

Gise Huss

(Witness as to Contractor)

Granite Re, Inc.

(SEAL)

(Surety Company)

By

Scott Pelin

Scott Pelin, Attorney-in-Fact

Catherine Getz

(Witness as to Surety) Catherine Getz

Countersigned:

Tyler Turnbull

(Licensed Resident) Tyler Turnbull

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

TYLER TURNBULL; SCOTT PELIN; MATTHEW ROSE; BRETT BRANTON; BEVERLY IVEY; DELLA CASE; MICHELE MILLER; JAMES SOUSA its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

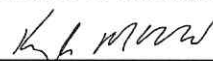
TYLER TURNBULL; SCOTT PELIN; MATTHEW ROSE; BRETT BRANTON; BEVERLY IVEY; DELLA CASE; MICHELE MILLER; JAMES SOUSA may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)




Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620




Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
7th day of October, 2025.




Kyle P. McDonald, Assistant Secretary



Huss Boring
803 North Washington Street
Shelby, NC 28150
(704) 481-7659
hussboring@yahoo.com

References

Reference 1

Name: City of Shelby Water & Sewer

Contact: Adam Howell

Email: adam.howell@cityofshelby.com

Phone Number: (704) 477-0631

Reference 2

Name: Williams Electric Company

Contact: Michael Dickson

Email: michael.dickson@unitedutility.com

Phone Number: (704) 484-1881

Reference 3

Name: Progressive Engineering Consultants, Inc.

Contact: Rocky Martin

Email: rocky@pecinc.net

Phone Number: (704) 545-7327



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/23/2025

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 TrueNorth Companies, L.C. 500 1st St SE Cedar Rapids IA 52401	CONTACT NAME: RM Home Office PHONE (A/C, No, Ext): 319-366-2723 E-MAIL ADDRESS: certs@truenorthcompanies.com FAX (A/C, No): 319-862-0612
INSURED Utility Tree Service LLC Huss Boring LLC 803 N. Washington Street Shelby NC 28150	INSURER(S) AFFORDING COVERAGE INSURER A: National American Insurance Company INSURER B: Bearing Midwest Casualty Company INSURER C: Atlantic Specialty Insurance Company INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 179506967**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			MP47730132	9/25/2025	9/25/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☐ HCPD			MP47730132	9/25/2025	9/25/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Limit/Deductible \$ \$75,000/\$1,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			MB72560132	9/25/2025	9/25/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WC200-0006901-2025A	9/25/2025	9/25/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Leased/Rented Equipment			710044151-0000	5/22/2025	9/25/2026	Limit/Deductible \$200,000/\$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

In accordance with policy terms and conditions: If Yes is indicated above for Additional Insured, General Liability form NAG23 03/21 (ongoing operations and completed operations) and Auto Liability form NACA09 01/21 apply. If Yes is indicated above for Waiver of Subrogation, General Liability form NACG23 03/21, Automobile Liability form NACA09 01/21 and Workers Compensation form WC000313 04/84 apply. Umbrella liability extends over the Commercial General Liability, Automobile Liability and Workers Compensation Employer's Liability only.

CERTIFICATE HOLDER**CANCELLATION**

Town of Huntersville
101 Huntersville-Concord Road
Huntersville NC 28078

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

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Electric Division
11316 Sam Furr Road
Huntersville, NC 28078
(704) 659-7375

CONTRACT FOR CONSTRUCTION SERVICES

CONTRACTOR: Contractor Name
Address 1
City, State Zip
Contact Name
Contact Email

PROJECT: Project Name
SITE Location
LOCATION(S):

This Contract for Construction and Repair, and all exhibits, (collectively this "Contract") is entered into this 7th day of October, 2025 by and between the Town of Huntersville, a municipal corporation of the State of North Carolina, (the "Town") and Huss Boring LLC located at 803 N Washington Street, Shelby, NC 28150 (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 the Work shall be specified in a fee schedule attached hereto as 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 Work 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 B, 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. **Coordination with Others.** The Contractor agrees to coordinate the Work with the work of any other unaffiliated contractors or with the work of the Town's own forces to avoid delaying or interfering with their work.
8. **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.

9. 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. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by specifications.
10. 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.
11. 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.
12. 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.
13. Retainage. Retainage on periodic or final payments on public construction contracts in which the total project costs are \$100,000 or more are allowed pursuant to N.C.G.S. § 143-134.1.
14. Addendums: If applicable, Contractor acknowledges that it has received, executed, and shall abide by any addendums issued by the Town prior to this Contract.
15. 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.
16. Contract Term. Work will begin within ten (10) days of receipt of the Notice to Proceed from the Town. The Contractor 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 Contractor shall complete the Work by (the "Date of Completion"). The terms of this Contract shall apply to every Notice to Proceed issued by the Town.
17. Liquidated Damages. Contractor and Town recognize that time is of the essence and that Town will suffer financial and other losses if the Work 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 Work 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 \$500 for each day that expires after the end of the Date of Completion (as duly adjusted pursuant to the Contract) until the Work is complete.

18. Payment for Work In consideration of the above Work, the Town will pay the Contractor the sum as further described on Exhibit D.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at Huntersville, North Carolina, this _____ day of _____, 20____.

Contractor

Town of Huntersville

Name: Huss Boring LLC

Name of Contractor (type or print)

Town Manager

By: 

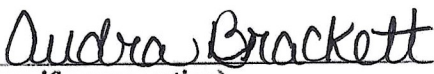
(Signature)

Attest: _____

Town Clerk

Title: Owner

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

Attest: 

(Secretary, if a corporation)

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 North Carolina law the Contractor shall indemnify and hold harmless the Town, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses (including expenses of litigation and attorneys' fees), and attorneys' fees ("Claims"). In the event that any portion of the Work 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 and against all Claims as defined herein, but only to the extent allowed by law.

Nothing contained in this Contract shall waive the Constitutional limitation on the Town indemnifying obligations of other parties.

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 and Equal Employment.** During the performance of the Contract, Contractor shall comply with all federal and state requirements concerning fair and equal 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 Contractor shall provide the insurance coverages shown on Exhibit B, attached hereto and incorporated herein by reference. The Contractor 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 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 all required permits, give all required 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 Town, Contractor shall bear all cost arising therefrom.
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 in the performance of the Work 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. Contractor warrants that all Work 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 for the Work and shall run to the Town and any user of the Work. Contractor warrants that all Work 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 Work 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, Work 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 Work 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. **Exclusivity.** Nothing in this Contract shall require the Town to use the Contractor or prohibit the Town from soliciting third parties for the good or services provided in this Contract.
26. **Confidentiality.** The Contractor acknowledges the Town is subject public records law and no term shall be inconsistent with N.C.G.S. §132 et al.
27. **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.
28. **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.
29. **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.
30. **Buyer.** references to Buyer or Town, throughout these terms and conditions, shall refer to the Town of Huntersville, North Carolina.
31. **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.
32. **Authority to Sign.** Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Contract has been duly authorized to execute this Contract and to bind that party of whose behalf the individual is signing.
33. **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.
34. **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.
35. **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.
36. **Governmental Immunity.** Nothing contained in this Contract shall constitute a waiver of the Town's governmental immunity or of any limitation on liability or damages created by law.

EXHIBIT B
INSURANCE AND BOND REQUIREMENTS

1. 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. The Contractor shall furnish the Town with satisfactory proof of carriage of the insurance required before written approval is granted by the Town.
2. The insurance coverage shall be provided and maintained for the duration of the Contract.
3. Except for Worker's Compensation and Professional Liability policies, the Town shall be named as additional insured on all policies with coverage at least as broad as that provided to the named insureds.
4. The verifying 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.
5. If endorsements are needed to comply with the notification or other requirements of this Agreement, copies of the endorsements shall be submitted with the certificates.
6. Any deductible, if applicable to loss covered by insurance provided, is to be borne by the Contractor.
7. The Contractor is required to provide and maintain the following minimum insurance coverage:

a. Worker's Compensation and Employer's Liability.

The Contractor shall provide and maintain, until final acceptance, Workers' Compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of \$1,000,000.

b. Commercial General Liability (CGL) Insurance.

The Contractor shall provide and maintain, commercial 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 Contractor 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

Property Damage: \$1,000,000 per occurrence/\$2,000,000 aggregate

Products/Completed Operations: \$1,000,000 per occurrence/\$2,000,000 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. The commercial general liability insurance policy shall provide that such insurance is primary to and non-contributory with any liability insurance carried by the additional insureds and provide a severability of interests clause.

c. Automobile Liability.

The Contractor shall provide and maintain automobile liability coverage including coverage for owned, hired, and non-owned vehicles, with limits no less than \$1,000,000 per accident for bodily injury and property damage.

d. Builder's Risk/Course of Construction.

For construction projects, the Contractor shall provide and maintain builder's risk coverage utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

This coverage is not required for road maintenance projects.

e. Professional Liability.

The Contractor shall provide and maintain professional liability coverage with limits no less than \$2,000,000.

f. Pollution Liability.

The Contractor shall provide and maintain pollution liability coverage with minimum limits of \$1,000,000 per occurrence/aggregate.

g. Umbrella Coverage.

The Contractor shall provide and maintain umbrella coverage with minimum limits of no less than \$1,000,000 per occurrence/aggregate.

h. 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.

8. If the Contractor maintains broader coverage and/or higher limits than the minimum limits shown above, the Town requires and shall be entitled to the broader coverage and/or high limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Town.
9. The policies shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town or its officers, officials, employees, agents, or volunteers.
10. All liability and Workers' Compensation insurance policies shall provide that the insurance company waives all rights of recovery by way of subrogation against the Town and other insureds.
11. The insurance providers shall be North Carolina admitted insurers (licensed to do business in North Carolina) with a current A.M. Best's rating of no less than A-VIII. Notwithstanding the foregoing, if no North Carolina admitted insurance company provides the required insurance, it is acceptable to procure the required insurance from a United States domiciled carrier that meets the required Best's rating.
12. The Town reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.
13. The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives, and subcontractors. The Contractor's obligation to defend, indemnify, and hold the Town and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph are not limited to or restricted by any requirement in the Contract for Contractor to procure and maintain a policy of insurance.

14. For construction projects only, the Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Town is an additional insured on insurance required from subcontractors.
15. For construction projects only, the Contractor shall provide a payment bond and a performance bond in a sum equal to 100% of the contract price.

EXHIBIT C – PLANS AND SPECIFICATIONS

(insert plans and specs)

EXHIBIT D – FEE SCHEDULE

<u>Service</u>	<u>Unit Cost</u>	<u>Quantity</u>	<u>Total</u>
Total Cost =			

Company Name

Date

Print Name

Title

Signature



RIGHT-OF-WAY ABANDONMENT POLICY

Overview

Upon request, the Town may consider abandonment of public right-of-way (“ROW”).

North Carolina General Statute Section 160A-299 gives the Town Board of Huntersville the authority to abandon street ROW following a public hearing and a determination that the abandonment:

- Is not contrary to the public interest.
- No individual owning property in the vicinity of the street or alley or in the subdivision in which it is located would thereby be deprived of reasonable means of ingress and egress to his or her property.

The Town of Huntersville Engineering Department is responsible for administering the Town’s ROW Abandonment Program.

Typically, ROW requested for abandonment is:

- Unimproved, unopened ROW that has no pavement, curb/gutter or sidewalk.
- ROW that exceeds the minimum width requirements, based on street classification.
- Residual (leftover) ROW resulting from a street or intersection realignment project.
- ROW that is not necessary to support the Town’s street connectivity policy.

After adoption, this Right-of-Way Abandonment Policy (“Policy”) may be amended by the Town Manager to conform to North Carolina law or to make non-substantive changes that align with the general intent of the Policy.

Process

The Town's review process takes approximately 3-6 months. The general process consists of the following steps:

- Petitioner submits a Right of Way Abandonment Petition (and requirements as outlined below).
- Petition is routed to the Engineering, Planning, Public Works, Fire, and Police Departments for recommendation.
- The Town Board may adopt a resolution declaring its intent to close the street, public alley, or portion thereof and calling for a public hearing ("Resolution of Intent").
- Publish the Resolution of Intent as a legal notice once a week for four weeks.
- A copy of the resolution shall be sent by registered or certified mail to all owners of property adjoining the street or alley as shown on the county tax records.
- Notice of closing and public hearing shall be prominently posted in at least two places along the street or alley.
- Hold a public hearing at which any person may be heard on the question of whether or not the closing would be detrimental to the public interest, or the property rights of any individual.
- The Town Board may adopt an order closing the street (a copy of which would be recorded at the Register of Deeds).

Right of Way Abandonment Petition Requirements

1. To initiate the process to ROW, or any portion thereof, a completed and signed Right of Way Abandonment Petition shall be filed between the hours of 8:00am and 5:00pm, Monday through Friday with the Town of Huntersville Engineering Department.
2. The Petition should include the following:
 - a. A cover letter including the name(s), address(es), phone number(s) for petitioner(s) and the reasons for requesting the abandonment.
 - b. Scaled drawings of a survey showing the ROW to be abandoned NCGS § 47-30, including but not limited to, a vicinity map, a purpose statement, names of property owners, lot number(s), tax parcel identification number(s), and names of adjacent landowner(s).
 - i. The pre-abandonment and post-abandonment area of the lot(s) receiving the ROW should be provided.

- ii. Tie the survey area to the nearest known monument/iron pin.
 - iii. The call out distance should be to the nearest state road.
 - iv. Any public or private easements should be identified.
 - v. The survey shall be labeled Exhibit A and shall be signed and sealed by a licensed professional land surveyor. All drawings must be a size acceptable for recordation at the Mecklenburg County Register of Deeds (18"x 24", 21" x 30", and 24" x 36"), at the Petitioner's cost.
 - vi. Each plat presented for recording shall be on reproducible (mylar) paper per NCGS §47-30(b).
 - vii. The plat must contain required signature blocks for the Subdivision Review Officer and Owner Certification.
 - viii. If the ROW abuts a state road, the plat must be reviewed by NCDOT. The Town will facilitate this review process.
- c. A Metes and Bounds description of the ROW to be abandoned. The description shall be labeled Exhibit B and shall be signed and sealed by a duly licensed professional land surveyor, at the Petitioner's cost.
 - d. Memorandum of Understanding signed by all the abutting property owners, including address and parcel number.
 - e. Check payable to the Town of Huntersville in the amount of \$1,450 for the first ROW plus \$725 for each additional ROW.

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

RIGHT-OF-WAY ABANDONMENT PETITION

Petitioner respectfully files this Petition and requests that (name of street or location of alley): _____
generally located at: _____

as shown on the map attached hereto and made a part hereof marked "Exhibit A", be closed and abandoned in accordance with the provisions of Chapter 160A, Section 299, subsection (a) of the General Statutes of North Carolina.

In support of this Petition, Petitioner respectfully alleges that:

1. The right-of-way should be abandoned because:

2. The closing of the right-of-way is not contrary to the public interest.
3. No individual, partnership or corporation owning property in the vicinity of the right-of-way to be abandoned will be deprived of reasonable means of ingress and egress to his or its property by virtue of the closing.
4. The street (or portion thereof) which petitioner requests be closed and abandoned is more particularly described by interested bounds in "Exhibit B", attached hereto and made a part hereof.
5. The street (or portion thereof) requested to be closed and abandoned has not been previously accepted by the North Carolina Department of Transportation for maintenance.

Wherefore, Petitioner respectfully requests the Board of Commissioners of the Town of Huntersville consider this Petition and set the time for public hearing upon this matter as required by law.

Respectfully submitted the _____ day of _____, _____.

Signature(s) of Petitioner(s)

[illegible]