

CITY OF MONROE
PUBLIC ENTERPRISE COMMITTEE
300 W. CROWELL STREET, MONROE, NC 28112
TUESDAY, FEBRUARY 4, 2025 - 4:00 PM
AGENDA
www.monroenc.org

1. Adoption of Minutes of the January 7, 2025 Meeting
2. MSE Wall Enhancements and Sidewalk Betterment Cost-US 74/601 Interchange Improvements (U-5723) Project
3. Energy Services, Purchasing, IT Warehouse Project
4. Energy Services Substation Circuit Breakers
5. Water Resources contract award to Hazen and Sawyer for rehabilitation of existing chlorine contact basin and condition assessment of a secondary clarifier at the Wastewater Treatment Plant
6. Call for Public Hearing to be held on March 11, 2025 to consider a Developer Agreement

Public Enterprise Committee Minutes
January 7, 2025
City Hall Conference Room
4:00 p.m.

Members Present: Council Member James Kerr (Chair), Council Member Julie Thompson

Staff: Mark Watson, Terry Sholar, Scott Clark, Rob Miller, Lisa Strickland, Richard Long, Rich Riser, Steve Buchanan, Lisa Hollowell, Jeff Wells, Doug Britt, Keri Mendler, Sarah McAllister, Bonnie Fisher, Lisa Stiwinter, Bryson Hester, and Sandra Slifer

Council Member James Kerr called the January 7, 2025 Public Enterprise Committee meeting to order at 4:08 p.m.

Item #1: Adoption of Minutes of the December 5, 2024 Meeting

Recommendation:

Council Member James Kerr asked if anyone had any questions or concerns about the minutes, if not, if anyone would like to make a motion that the minutes of the December 5, 2024 Public Enterprise Committee be approved.

Motion: Adopt December 5, 2024 meeting minutes

Motion made by: Council Member James Kerr

Second: Council Member Julie Thompson

Voting: **In Favor** – Council Member James Kerr, Council Member Julie Thompson
Opposed – None

Action: Motion approved

Item #2: Updates for Stormwater Management Ordinance Section 159.402 and corresponding Operations and Maintenance Agreement

Recommendation:

The Public Enterprise Committee is requested to consider recommended updates regarding the City of Monroe Stormwater Management Ordinance and Operation and Maintenance Agreement Form.

Presentation and Discussion:

Bonnie Fisher, Stormwater Engineering Manager presented information stating that in 2023 the General Assembly adopted S.L. 2023-108, which amended G.S. 160D-925 to prohibit local governments from requiring an owner of a privately owned and maintained Stormwater control project to make payments to the local government for future maintenance, repair, or replacement

costs of the project. The local government may require the owner to retain funds in a segregated account for maintenance, repair, replacement, and reconstruction costs, with a value not to exceed ten percent (10%) of the Stormwater control project's original cost of construction. The owner shall have a period of five (5) years to fully deposit escrow funds in the account. She provided an overview of the recommended changes to 159.402 Operations and Maintenance Agreement as well as the Stormwater Operation, Maintenance, and Escrow Agreement to reflect the NC legislative changes.

Motion: Stormwater Management Ordinance Section 159.402 and the City's Standard Operations & Maintenance Agreement be updated to reflect the NC legislative changes and be placed on the consent agenda for consideration by City Council at the next meeting on January 14, 2025.

Motion made by: Council Member Julie Thompson

Second: Council Member James Kerr

Voting: **In Favor** – Council Member James Kerr, Council Member Julie Thompson
Opposed – None

Action: Motion approved

Item #3: Award of Bid for Hal-Coan Substation Protective Relay Panel Replacement Contract

Recommendation:

Energy Services staff requests the Public Enterprise Committee to consider approving a contract for Booth and Associates to provide services for the installation, programming, and commissioning of new protective relay panels and communications equipment at the Hal-Coan substation.

Presentation and Discussion:

The Energy Services department advertised a Request for Proposals (RFP) in July 2024 to perform the installation of modernized protective relay panels at our Hal-Coan substation. On September 2024, the City of Monroe Energy Services Department received bids from four (4) responders. The review of the bids received concluded that Booth and Associates is the recommended contractor. While two (2) other bidders were lower, the proposals were incomplete and the cost to supplement the omitted services exceeds the total cost from Booth.

The contract is for the installation, programming, and commissioning of new relay panels that provide protection and modernized data-gathering capabilities for the Hal-Coan Substation transformers. The services will be provided over a two (2) month construction timeline with a planned start date on March 2025. There are sufficient funds budgeted to contract the services.

Motion: Approval of a contract for Booth and Associates in the amount of \$224,000 to provide services for the installation, programming, and commissioning of a new protective relay panels and communications equipment at the Hal-Coan substation, authorization for the City Manager

to execute the contract and the item be place on the City Council Consent Agenda.

Motion made by:

Council Member James Kerr

Second:

Council Member Julie Thompson

Voting:

In Favor – Council Member James Kerr, Council Member Julie Thompson

Opposed – None

Action:

Motion approved

Item #4: Sanitary Sewer Evaluation Study Contract Change Order

Recommendation:

Water Resources is requesting consideration of a contract change order to continue sewer flow monitoring and data analysis in an effort to locate and reduce the amount of Inflow and Infiltration (I&I) impacting the city of Monroe sewer system and wastewater treatment plant.

Presentation and Discussion:

The City of Monroe is experiencing significant increased wastewater flows in the sanitary sewer system during rain events. The increased flow is attributed to rainwater I&I entering the sanitary sewer system. The I&I is overloading the sewer system and wastewater treatment plant. In an effort to locate and eliminate sources of I&I, the City of Monroe entered into a contract with CHA Consulting, Inc. to perform sewer system evaluation in an attempt to locate sources of I&I. As part of the CHA contract the primary effort that CHA has undertaken is installation of nine (9) sewer flow meters that belong to the City of Monroe, referred to as permanent meters. CHA has also installed thirty-five (35) sewer flow meters that are rented, referred to as temporary meters. They have also reviewed data from these meters in order to locate unusual flows during rain events and wet periods. These meters were installed across a broad area of the sewer system as a first step to attempt to isolate I&I sources. This change order will provide for additional in depth sub-basin monitoring by relocation of temporary meters to divide basins into smaller components in the effort of I&I sources. This change order will allow for the evaluation efforts to continue through the remainder of FY25. Budgeted funds are currently available for this project.

Motion:

Approve the contract change order in the amount of \$225,000.00, authorization for the City Manager to execute the necessary documents and forward to Council for approval on the January 14, 2025 consent agenda.

Motion made by:

Council Member Julie Thompson

Second:

Council Member James Kerr

Voting:

In Favor – Council Member James Kerr, Council Member Julie Thompson

Opposed – None

Action:

Motion approved

Item #5: Energy Services Pole Attachment Revised Agreement

Recommendation:

Energy Services is requesting consideration for approving the new version of the pole Energy Services attachment Agreement. This agreement will govern the terms and conditions for joint pole use between the City of Monroe Energy Services department and Third Party Attaching Entities.

Presentation and Discussion:

The Federal Communications Commission (FCC) regulates pole attachments through the Pole Attachment Act of 1978. Through this act the FCC requires utilities to provide nondiscriminatory access to their poles to telecommunications carriers and cable television systems. In September 2024, Energy Services department engages with Entrust Solutions Group to create a new pole attachment agreement for the Energy Services department. The new agreement was aimed at clarifying the responsibilities, privileges, and cost distribution for the Utility and Third Party Attaching Entities.

Motion: Approve sending the Energy Services Pole Attachment Agreement to City Council for approval, authorization for the City Manager to execute future agreements within the authority of the position, and placement of the item on City Council consent agenda.

Motion made by: Council Member Julie Thompson

Second: Council Member James Kerr

Voting: **In Favor** – Council Member James Kerr, Council Member Julie Thompson

Opposed – None

Action: Motion approved

Item #6: US 74 and Secrest Shortcut Rd Improvement Project

Recommendation:

Engineering staff are requesting the consideration of adopting a resolution in support of a North Carolina Department of Transportation (NCDOT) project to make intersections improvement to US 74 and Secrest Shortcut Rd.

Presentation and Discussion:

NCDOT Staff reached out regarding needed improvements to the east bound left turn lane on US 74 at Secrest Shortcut Road. This left turn lane currently queues up outside of the existing storage available creating a safety issue and impacting the US 74 operations. There is an existing project that will address this issue, U-5931, but construction is more than four years away from beginning. Therefore, NCDOT would like to create a project to address this issue in the 2025 calendar year. The project would more than triple the amount of the current storage length and would involve widening of US 74 in the median area. Impact would be minor but would include the removal of at least six crepe myrtles and associated landscaping, possibly more. The creation of this construction project for NCDOT requires a resolution of support from the local

municipality per North Carolina General Statute 136.11.1, “Local Consultation on Transportation Projects”. There is no requirement for a local funding match associated with this project.

Motion: Approval of the Resolution (R-2025-04) supporting NCDOT’s project to improve the east bound left turn lane on US Highway 74 at Secrest Shortcut Rd. and placement on the January 14th Council consent agenda for approval.

Motion made by: Council Member Julie Thompson

Second: Council Member James Kerr

Voting: **In Favor** – Council Member James Kerr, Council Member Julie Thompson

Opposed – None

Action: Motion approved

Item #7: Monroe’s Proposed Candidate Project List for the 2055 Metropolitan Transportation Plan (MTP) for the Charlotte Regional Transportation Planning Organization (CRTPO)

Recommendation:

Planning and Development is requesting the consideration of the list of candidate project for the 2055 Metropolitan Transportation Plan (MTP) for the Charlotte Regional Transportation Planning Organization (CRTPO). The candidate projects have been identified from the review of the 2050 MTP and projects which were committed or deferred.

Presentation and Discussion:

Staff explained the purpose of the Metropolitan Transportation Plan (MTP) stating they define the policies, programs and projects to be implemented through 2055 in order to manage congestion, improve safety, support land use plans and provide mobility choices in the CRPTO planning area. It further addresses the goals and objectives of the CRTPO, the various components of the transportation planning process, socioeconomic and financial assumptions, and transportation-related environmental and health issues.

For the 2050 MTP, the City submitted several projects, some of which were funded (committed) while others were deferred. Further information was provided detailing the projects that were submitted by the City and which projects have been moved forward to the 2055 MTP, prioritized and committed for funding in the 2050 MTP.

Planning staff believes that the proposed candidate project list for the CRTPO 2055 MTP aligns with the City’s transportation priorities and regional goals set forth in the Comprehensive Transportation Plan (CTP) as well as Forward Monroe Land Use and Transportation Plan. By resubmitting “tier-one” high-priority projects like **Old Charlotte Hwy** - Dickerson Blvd (NC 200) to Airport Rd (3.5 miles) and **Charlotte Ave** - Concord Ave to Seymour St (0.80 miles), staff aims to address key safety, connectivity and mobility challenges. Additionally, lower tiered recommendations such as **MLK Jr Blvd** - Lancaster Ave to Charlotte Ave (3.30 miles) and **Airport Rd** - Goldmine Rd to Monroe-Weddington Rd (NC 84) (0.80 miles) reflect a

community with wide-spanning, varied, evolving needs. Staff will coordinate with CRTPO during the submission and review process, ensuring the City's priorities are strongly represented for funding consideration in the 2055 MTP.

Motion: Request to consider Monroe's proposed candidate project list for the 2055 Metropolitan Transportation Plan (MTP) for the Charlotte Regional Transportation Planning Organization (CRTPO) and forward to City Council for approval.

Motion made by: Council Member Julie Thompson

Second: Council Member James Kerr

Voting: **In Favor** – Council Member James Kerr, Council Member Julie Thompson

Opposed – None

Action: Motion approved

Item #8: Mechanically Stabilized Earth Wall Enhancements-Concord Avenue Bridge Replacement (BR-0049)

Recommendation:

Request to consider inclusion of Mechanically Stabilized Earth (MSE) Wall Enhancements as part of the Concord Avenue Bridge Replacement (BR-0049) Project. Currently the NC Department of Transportation (NCDOT) plans to LET this project for construction in January 2026.

Presentation and Discussion:

The NCDOT is advancing plans for the replacement of the Concord Avenue Bridge over US Highway 74. This is designed to improve connectivity and safety. As part of the bridge replacement project, the inclusion of MSE wall enhancement have been proposed that will serve to aesthetically enhance the bridge walls and implement the gateway enhancement action items from the Concord Avenue Area Master Plan. These enhancements are intended to align with the City's long-term goals for infrastructure improvement and visual appeal along critical transportation corridors. The proposed MSE Wall enhancements were not included in the original bridge scope and therefore are an independent cost to the City. The City will be help 100% responsible for the full cost of any wall enhancements deemed necessary for the project. The estimated costs for these enhancements, included \$96,000 for the 6,000 square feet of textured wall applications, \$10,000 for four medallions, and \$16,960 in administrative costs (engineering inspection and system charges). The total estimated cost of \$122,960 will be funded by the City of Monroe. The Concord Revitalization Project funds are sufficient to cover the MSE Wall Enhancement costs.

Motion: Inclusion of MSE Wall Enhancements for the Concord Avenue Bridge Replacement Project at an estimated cost of \$122,960 and forwarding to City Council at the January meeting.

Motion made by: Council Member Julie Thompson

Second: Council Member James Kerr

Voting:

In Favor – Council Member James Kerr, Council Member Julie Thompson

Opposed – None
Motion approved

Action:

Additional Item:

Information was provided by Assistant City Manager Lisa Hollowell on the City of Monroe's Legislative Agenda. The discussion included city authority, transportation, economic development, state level initiatives and designations and revenue options. Ms. Hollowell provided details on each of these items as well as recommendations for further consideration. This information as provided for information purposes only and no action was required of the Committee.

There being no further business, the meeting is adjourned at 5:05 p.m.

James Kerr, Chair

Next Meeting – February 4, 2025



STAFF REPORT

TO: Public Enterprise Committee

VIA: Mark Watson, City Manager

DATE: February 4, 2025

FROM: Lisa Stiwinter, Planning and Development Director

PREPARED BY: Bryson Hester, Transportation Planner

SUBJECT: MSE Wall Enhancements and Sidewalk Betterment Cost-US 74/601 Interchange Improvements (U-5723) Project.

SUMMARY STATEMENT

The Public Enterprise Committee is requested to consider inclusion of Mechanically Stabilized Earth (MSE) Wall Enhancements and Increased Sidewalk Widths as part of the US 74/601 Interchange Improvement Project. Currently, NC Department of Transportation (NCDOT) plans to LET this project for construction in 2028.

REVIEW

The North Carolina Department of Transportation is advancing plans to improve the interchange at US 74/601. This is a significant infrastructure project designed to improve safety, traffic flow, and connectivity. As part of the interchange improvement project, the inclusion of MSE Wall Enhancements and increased Sidewalk Widths have been proposed that will serve to aesthetically enhance the bridge and increase bicycle and pedestrian accessibility in the Concord Avenue Area, which are direct action items from the Master Plan.

MSE walls are composite structures that are used to create bridge abutments due to strength, durability, cost-effectiveness, and design flexibility, making them ideal for infrastructure projects. The enhancements proposed for this project include textured finishes, colors, naming and medallions.

The proposed MSE Wall Enhancements and increased Sidewalk Widths are not included in the original interchange improvement scope and therefore are an independent cost to the City. Costs for wall enhancements and increase sidewalk widths were provided in coordination with the NC DOT and project consultants. While NC DOT is responsible for base construction, the City of Monroe will be held 100% responsible for the full cost of any wall enhancements and additional sidewalk deemed necessary for the project.

The proposed enhancements to the MSE walls include architectural surface treatments, concrete coatings, and decorative medallions. The projected cost for the architectural surface treatments is \$90,000, application of concrete coatings is \$96,000 and the inclusion of four decorative medallions is \$10,000 with a total cost of \$225,400. Combined these improvements cover 6,000 square feet of wall surface and provide both structural durability and aesthetic value. The total estimated cost of \$225,400 will be fully funded by the Concord Avenue Revitalization Project Funds.

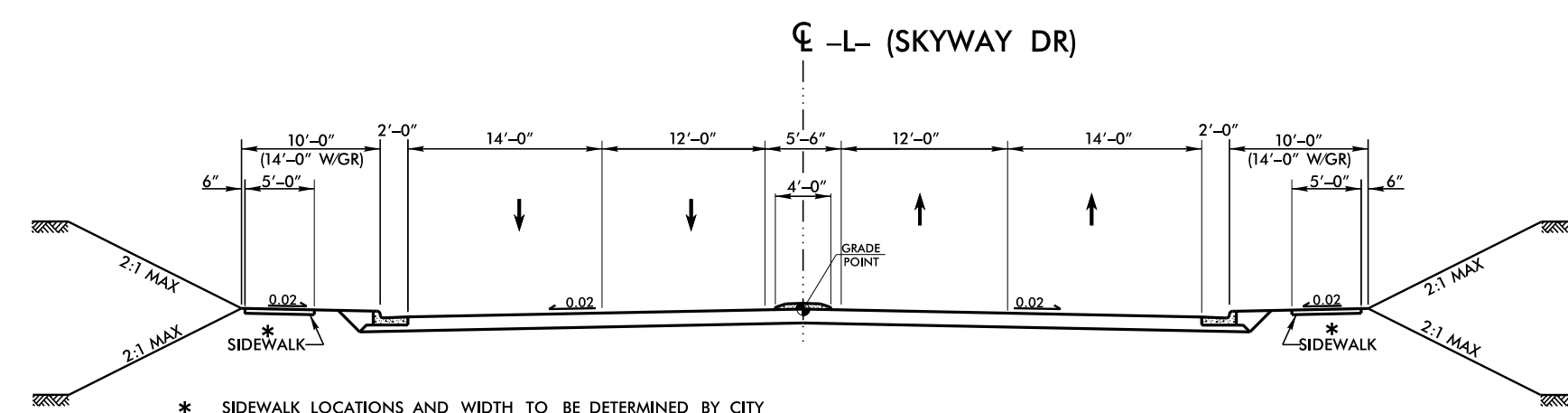
Council previously approved betterment costs associated with increased sidewalk widths along the project in the amount of \$252,980 in September of 2017. Those costs have now been updated in accordance with NCDOT's Complete Streets Policy that was in effect when the environmental document was signed. That policy requires the municipality to cost share 30% of the first five foot of sidewalk on the north side of the roadway. Per the previous Council approval, the City is then responsible for 100% of the remaining three feet of sidewalk width on the north side and the eight foot wide sidewalk on the south side. This total cost is now estimated at \$565,220.50. Sidewalk construction is Powell Bill eligible and sufficient Powell Bill Reserve Funds are available to cover the City's share of the costs.

RECOMMENDATION

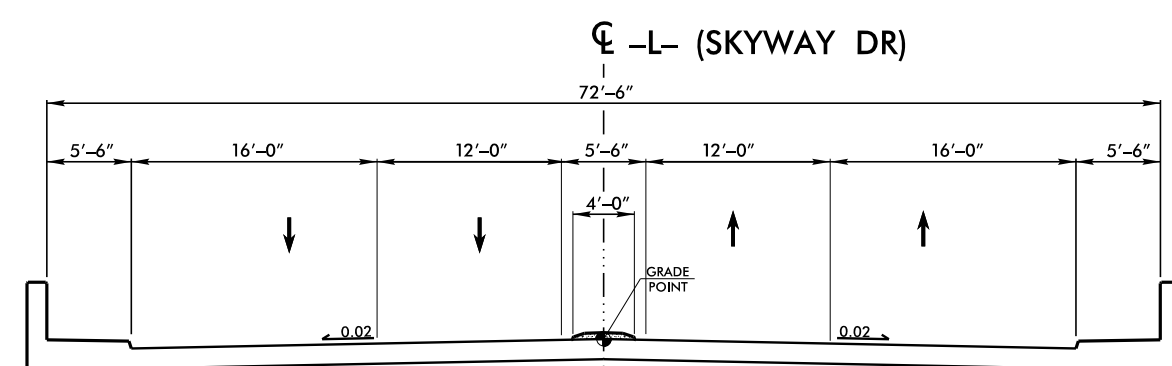
The Public Enterprise Committee is requested to consider recommending the inclusion of the MSE Wall Enhancements and Increased Sidewalk Widths for the US 74/601 Interchange Improvement (U-5723) Project. The MSE Wall Enhancement costs are estimated at \$225,400 to be funded by the Concord Avenue Revitalization Project Funds and the Sidewalk Betterment cost is \$565,220.50 to be funded by the Powell Bill Reserve Funds.

The Public Enterprise Committee's recommendation will be forwarded to the City Council at their February meeting. A formal agreement will be provided at a later date by NC DOT for approval.

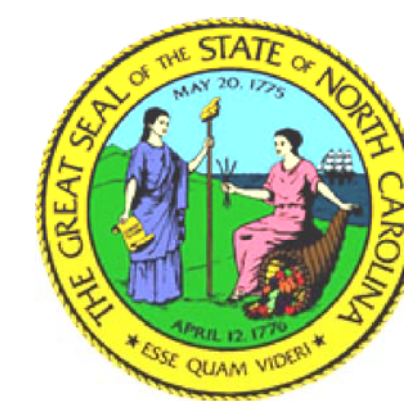
Attachment(s):
US74/601 Interchange Map
MSE Wall Enhancement Cost
Sidewalk Betterment Cost
Spreadsheet
Sidewalk Betterment Cost Site Plan
Example MSE Wall Enhancements



TYPICAL SECTION 1
-L- (SKYWAY DR)



BRIDGE TYPICAL SECTION 1A
-L- (SKYWAY DR)



PUBLIC MEETING MAP
PROJECT 46300.1.S1 (U-5723)

UNION COUNTY

US 74 (W. ROOSEVELT BLVD) AT
US 601/NC 207 (SKYWAY DR)

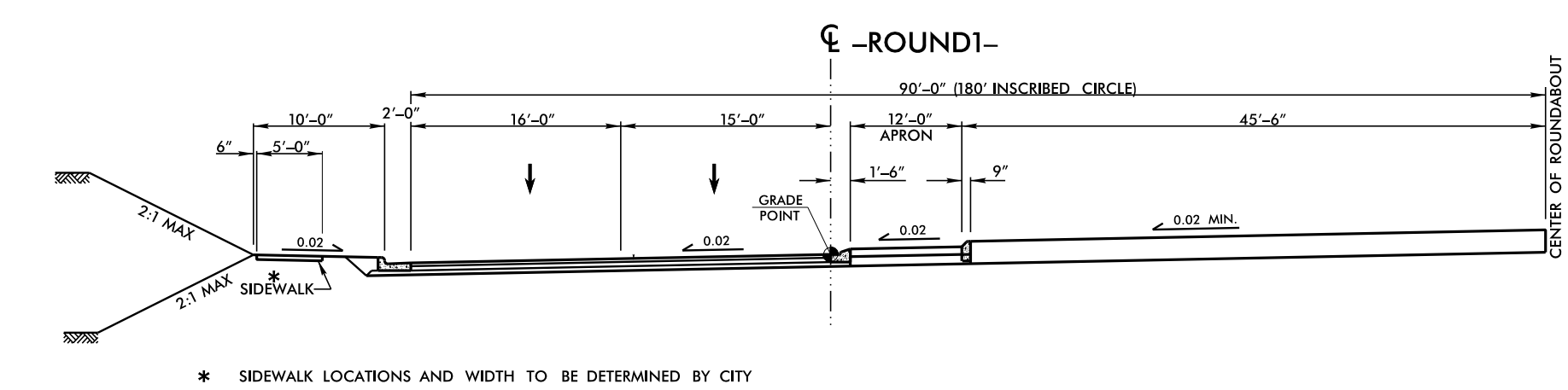
OCTOBER 2017

ROLL 1 OF 1

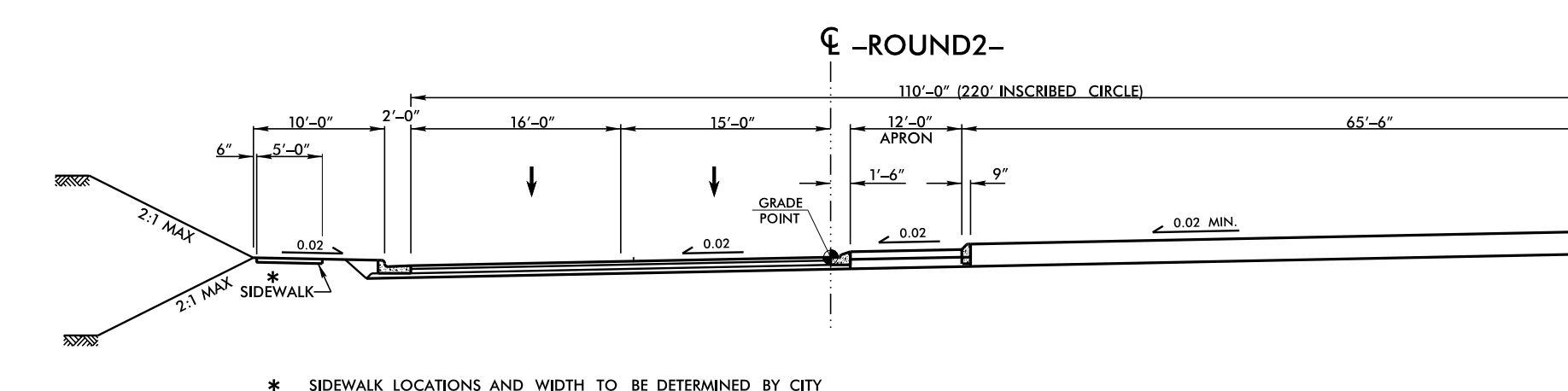


PRELIMINARY PLANS
SUBJECT TO CHANGE WITHOUT NOTICE

DESIGN DATA
FUNCTIONAL CLASSIFICATION = URBAN MINOR ARTERIAL
DESIGN SPEED = 40 MPH
MAX. SUPERELEV. = 0.04 / 0.08



TYPICAL SECTION 2
-ROUND1- (ROUNDAABOUT)



TYPICAL SECTION 3
-ROUND2- (ROUNDAABOUT)

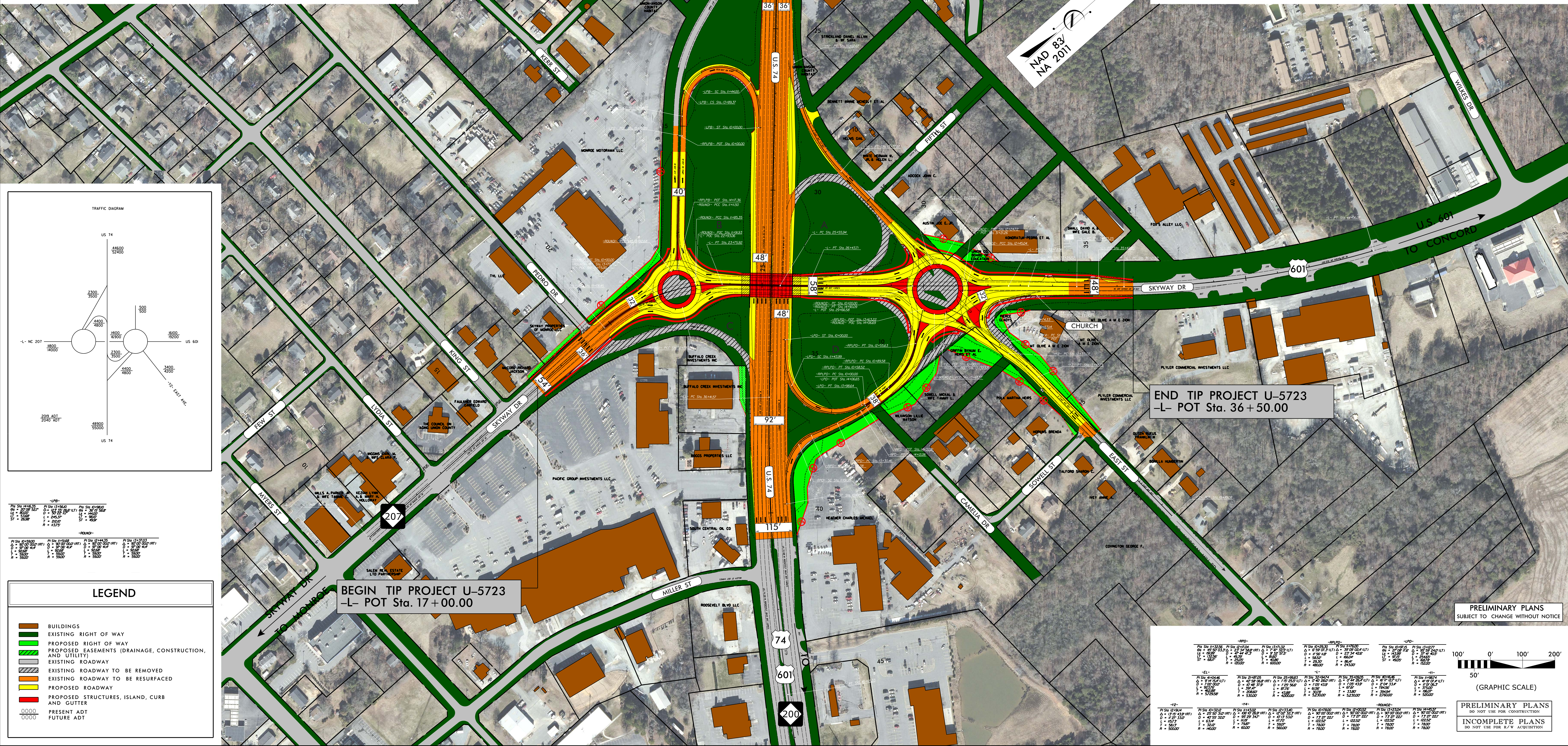


EXHIBIT C
ESTIMATE FOR ASTHETICS BETTERMENT (Monroe)
US601/US74 Interchange
TIP NO. U-5723, WBS NO. 46300.3.1

100% Betterment				
DESCRIPTION	SF	EA	Unit Price	Cost
Architectural Surface Treatment (MSE Wall)	6000		\$ 15.00	\$ 90,000.00
Application of Concrete Coating (MSE Wall)	6000		\$ 16.00	\$ 96,000.00
Medallions		4	\$ 2,500.00	\$ 10,000.00
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL				\$ 196,000.00

Estimated Cost of Items	\$196,000.00
15% Admin Cost (Eng, Inspection, system charges)	\$29,400.00
Total Cost to the City	\$225,400.00

The City of Monroe is responsible for 100% of the asthetic treatments on the MSE wall.

EXHIBIT B
ESTIMATE FOR SIDEWALK COST PARTICIPATION (Monroe)
US601/US74 Interchange
TIP NO. U-5723, WBS NO. 46300.3.1

30% Cost Share									
DESCRIPTION	Begin Station	End Station	Offset	Alignment	Length	Width	SY	Unit Price	Cost
5' of 8' Sidewalk (North Side)	17+65	35+00	LT	L	1571	5'	872	\$ 100.00	\$ 87,200.00
TOTAL									\$ 87,200.00

Estimated Cost of Items \$87,200.00
15% Admin Cost (Eng, Inspection, system charges) \$13,080.00
Total Estimated Cost \$100,280.00

30% Cost Share \$30,084.00

100% Betterment Cost											
DESCRIPTION	Begin Station	End Station	Offset	Alignment	Length	Width	SY	CY	Unit Price	Cost	
3' of 8' Sidewalk (North Side)	22+60	35+00	LT	L	1442	3'	480		\$ 100.00	\$	48,000.00
5' Sidewalk (South Side)	16+05	19+55	RT	L	305	5'	194		\$ 100.00	\$	19,400.00
8' Sidewalk (South Side)	19+55	35+00	RT	L	1332	8'	1184		\$ 100.00	\$	118,400.00
Unclassified Excavation								30	\$ 25.00	\$	750.00
Borrow Excavation								5910	\$ 21.00	\$	124,110.00
Structure Cost (Additional Width)							798		\$ 195.00	\$	155,610.00
MSE Wall (Additional Area)							10		\$ 120.00	\$	1,200.00
TOTAL										\$	467,470.00

Estimated Cost of Items \$467,470.00
15% Admin Cost (Eng, Inspection, system charges) \$67,666.50
Total Estimated Cost \$535,136.50

100% Betterment Cost \$535,136.50

Total of 30% Cost Share \$30,084.00
Total of 100% Betterment Cost \$535,136.50
Total Cost to the City \$565,220.50

The City of Monroe is responsible for a 30% cost share of the first 5' of sidewalk on the north side of the roadway. They are also responsible for the betterment of the remaining 3' of sidewalk on the north side as well as the entire cost of the 8' sidewalk on the south side of the project. Cost share is calculated at 70% NCDOT and 30% Municipality and was based on the NCDOT complete street policy in effect in when the environmental document was signed.

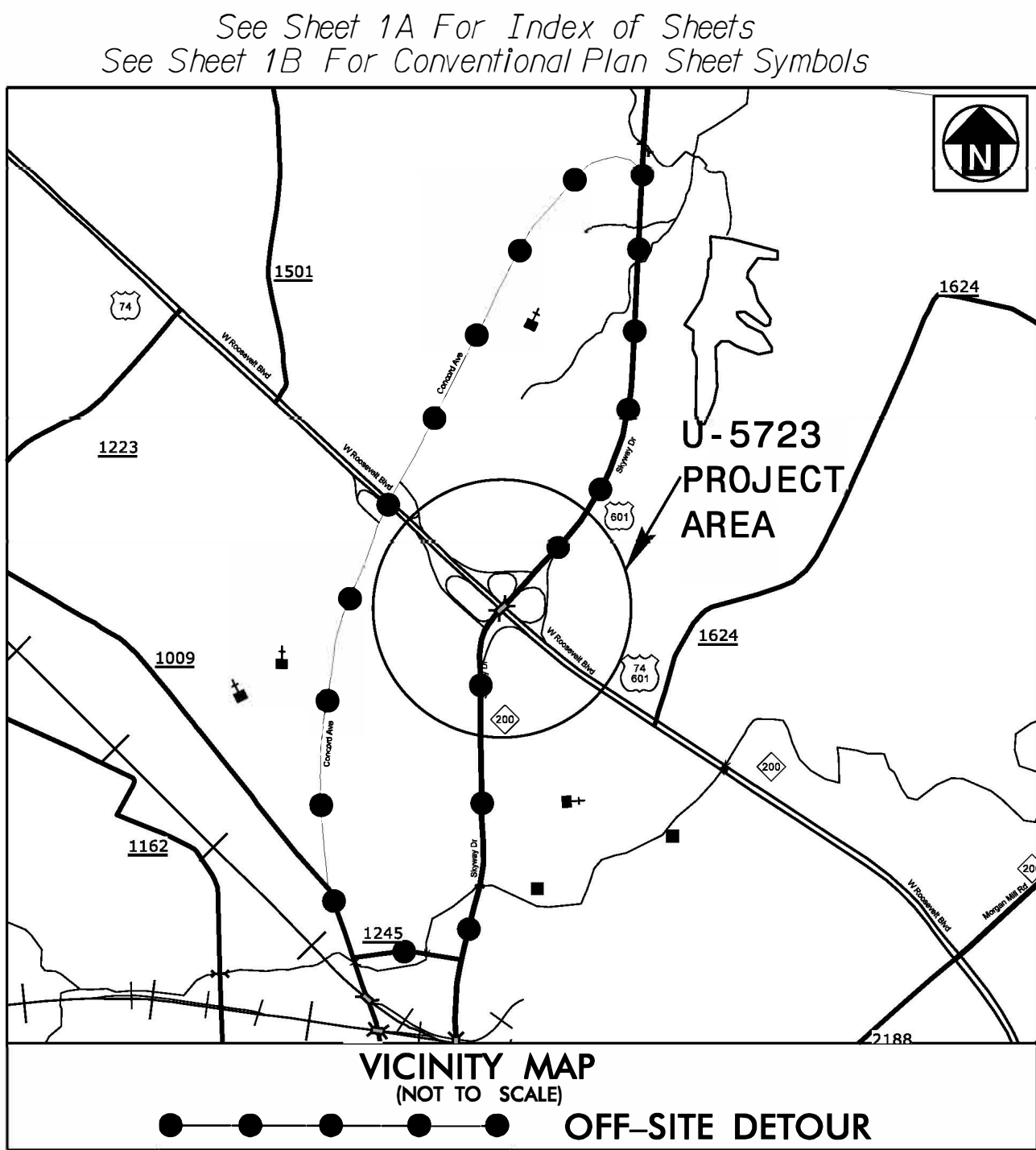
STATE	STATE PROJECT REFERENCE NO.	SHEET NO.	TOTAL SHEETS
N.C.	U-5723	1	
STATE PROJ. NO.	F. A. PROJ. NO.	DESCRIPTION	
46300.1.S1		PE	
46300.2.1		ROW	
46300.2.1		UTILITIES	

EXHIBIT A

- Town's 30% Cost Share
(5' Sidewalk)
- Town's 100% Betterment Cost
(Additional 3' of Sidewalk)
- Town's 100% Betterment Cost
(5'-8' Sidewalk)

TIP PROJECT: U-5723

CONTRACT:

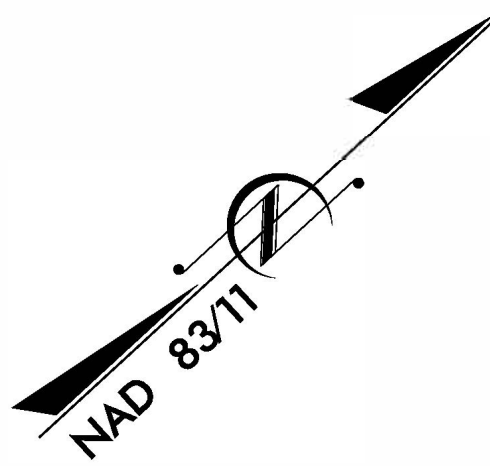
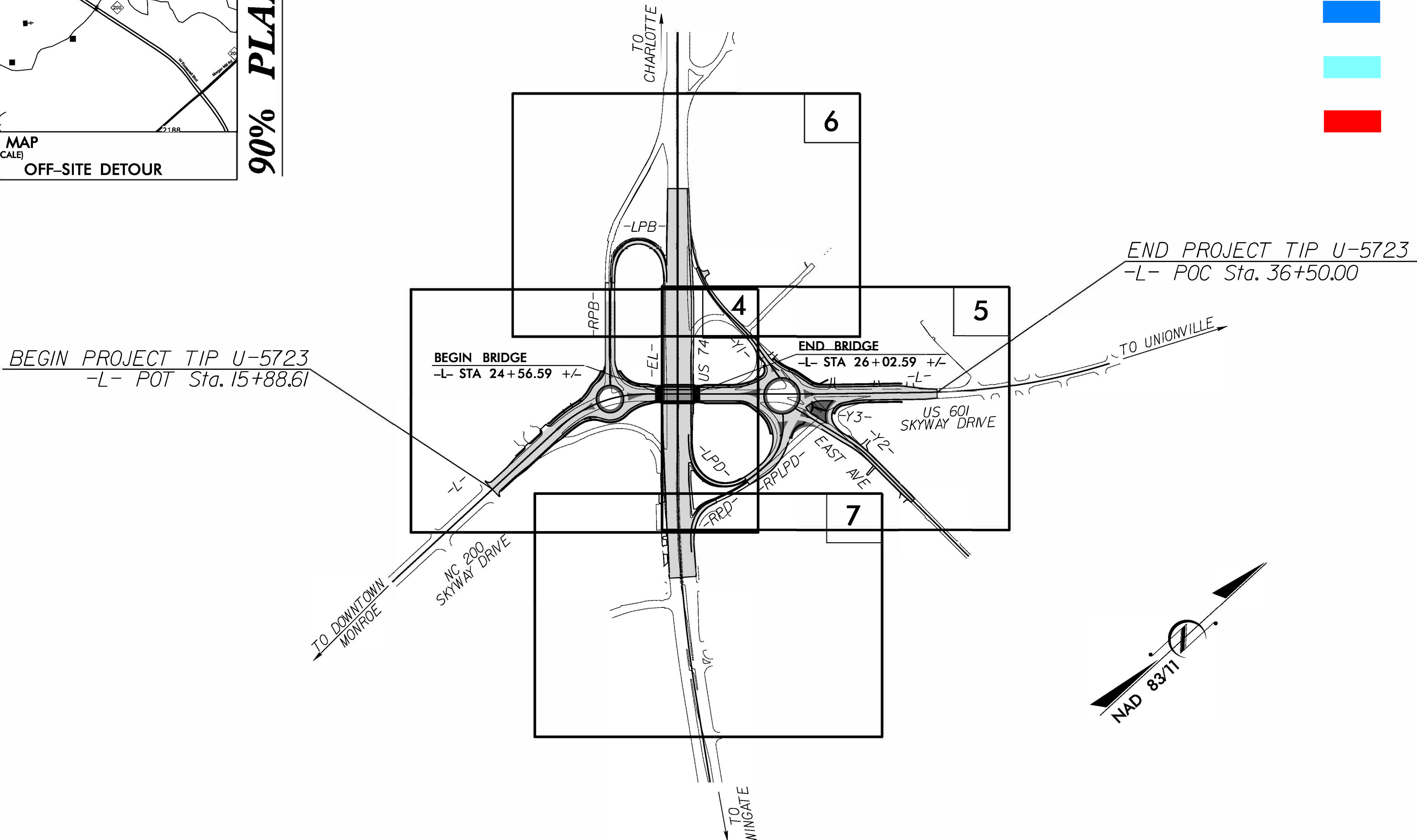


90% PLANS

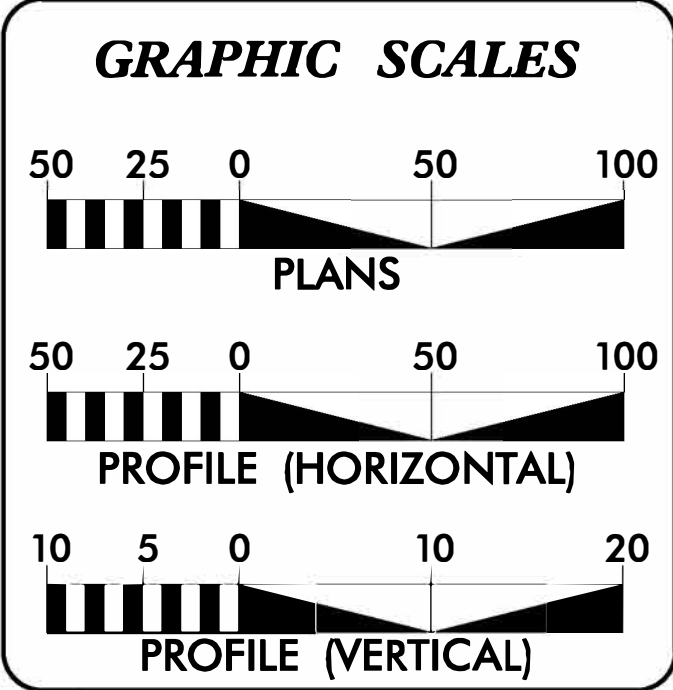
STATE OF NORTH CAROLINA
DIVISION OF HIGHWAYS
UNION COUNTY

LOCATION: INTERCHANGE OF US 74 AND US 601 IN MONROE

TYPE OF WORK: GRADING, DRAINAGE, PAVING, AND STRUCTURE



DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED



DESIGN DATA

ADT 2019	=	16,100
ADT 2040	=	19,200
K	=	9 %
D	=	60 %
T	=	12 % *
V	=	40 MPH
* TTST = 5% DUAL 7%		
FUNC CLASS =		
URBAN MINOR ARTERIAL		
STATEWIDE TIER		

PROJECT LENGTH

LENGTH ROADWAY TIP PROJECT U-5723	=	0.362 MILES
LENGTH STRUCTURE TIP PROJECT U-5723	=	0.028 MILES
TOTAL LENGTH OF TIP PROJECT U-5723	=	0.390 MILES

PLANS PREPARED FOR THE NCDOT BY:	
M MOTT MACDONALD LICENSE NO. F-0669	HR HDR Engineering, Inc. of the Carolinas 555 Fayetteville St., Suite 900 Raleigh, N.C. 27601 (919) 552-2253 (Fax) www.mottmac.com/hdr N.C.B.E.L.S. License Number: F-0116
2018 STANDARD SPECIFICATIONS	
RIGHT OF WAY DATE: JANUARY 14, 2019	DAVID WALLER, PE PROJECT ENGINEER PEF ENGINEER
LETTING DATE: NOVEMBER 19, 2019	JORDAN WOODARD, PE PROJECT DESIGN ENGINEER PEF ENGINEER
	RANDY BOWERS DIVISION ROADWAY PROJECT ENGINEER

HYDRAULICS ENGINEER	
SIGNATURE:	P.E.
ROADWAY DESIGN ENGINEER	
SIGNATURE:	P.E.

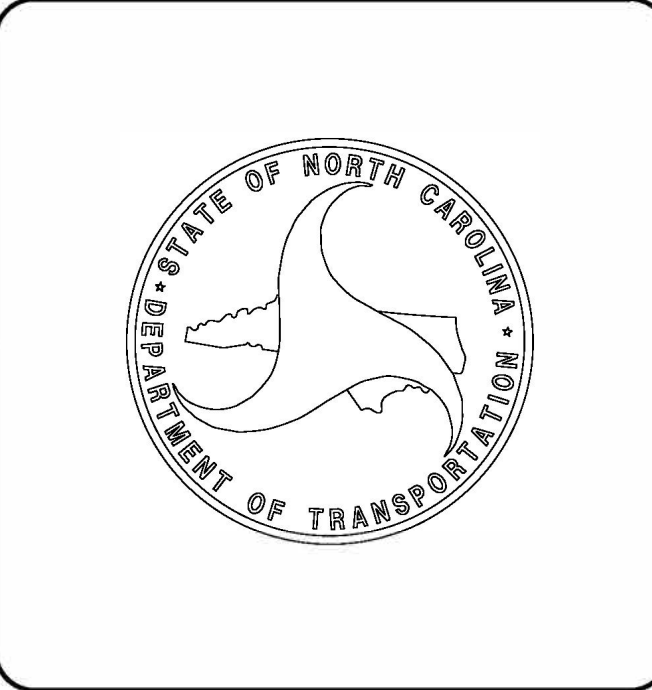
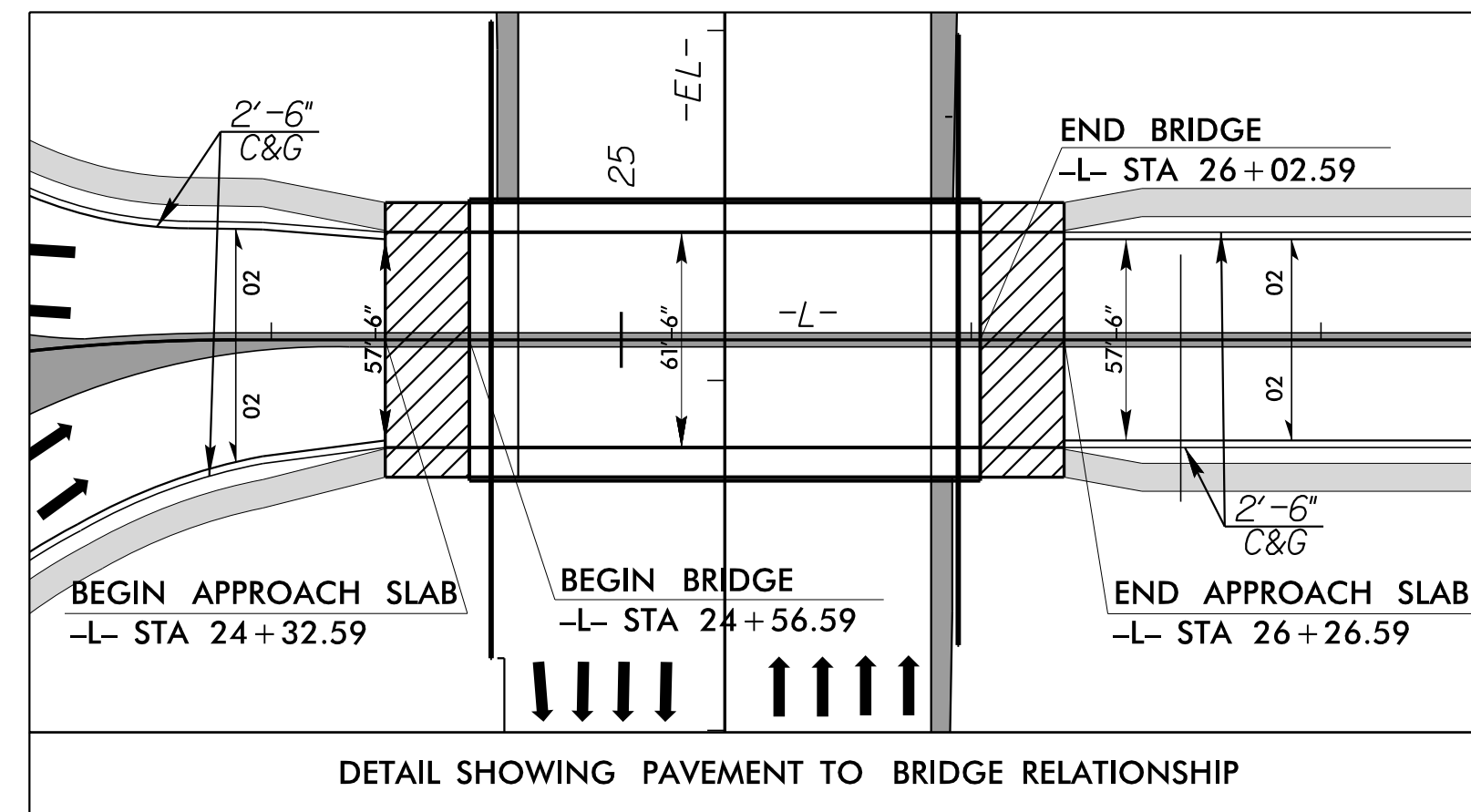


EXHIBIT A

Town's 30% Cost Share
(5' Sidewalk)

Town's 100% Betterment Cost
(Additional 3' of Sidewalk)

Town's 100% Betterment Cost
(5'-8' Sidewalk)



-ROUNDI-

<i>PI Sta 10+62.25</i>	<i>PI Sta 11+58.10</i>	<i>PI Sta 12+47.60</i>	<i>PI Sta 13+37.11</i>
$\Delta = 93^{\circ} 04' 28.6" (RT)$	$\Delta = 93^{\circ} 04' 28.6" (RT)$	$\Delta = 86^{\circ} 55' 31.4" (RT)$	$\Delta = 86^{\circ} 55' 31.4" (RT)$
$D = 97^{\circ} 06' 41.4"$	$D = 97^{\circ} 06' 41.4"$	$D = 97^{\circ} 06' 41.4"$	$D = 97^{\circ} 06' 41.4"$
$L = 95.84'$	$L = 95.84'$	$L = 89.51'$	$L = 89.51'$
$T = 62.25'$	$T = 62.25'$	$T = 55.92'$	$T = 55.92'$
$R = 59.00'$	$R = 59.00'$	$R = 59.00'$	$R = 59.00'$

-L-

PI Sta 21+94.8
 $\Delta = 42^\circ 43' 30''$
 $D = 10^\circ 25' 00''$
 $L = 410.16'$
 $T = 215.14'$
 $R = 550.00'$

-EL-

PI Sta 41+04.46
 $\Delta = 9^{\circ}14'15.4''$ (LT)
 $D = 1^{\circ}00'00.0''$
 $L = 923.76'$
 $T = 462.88'$
 $R = 5,729.58'$

MONROE INVESTMENT GROUP, LLC
DB 7297 PG 424

~~-ROUND1- PC Sta. 10+00.00
-ROUND1- PT Sta. 13+70.71=
-L- POC Sta. 21+76.26~~

-L- PC Sta. 19+79.69

$$\frac{+40 \text{ -RPLPB-}}{65' \text{ RT}}$$

E

-L- POC Sta. 22+94.32

$$\begin{array}{r} -L - \text{Sta. } 25+29.59 = \\ -EL - \text{Sta. } 32+88.41 \\ \hline \Delta = 90^{\circ}00'00'' \end{array}$$

CHLINE SEE SHEET
-L- STA 26+50.00

$$\frac{-LPD - TS \text{ Sta. } 10+00.00 =}{-EL - POT \text{ Sta. } 34+62.47}$$

-LPD- SC Sta. 11+43.99

REMOVE
15' RCP
05
06
MATCHLINE
SHEET
-LPD- STA 12+00.00
SEE
25.5

MATCHLINE SEE SHEET 7
-EL- STA 38+00.00

BEGIN PROJECT TIP U-5723

-L- POT Sta. 15+88.61

BEGIN C&G
-L- STA. 15+92.84 RT

PACIFIC GROUP
INVESTMENTS, LLC
DB 3593 PG 33

-EL- PC Sta. 36+

7

+66 -EL-
92' RT

+78 -EL-
80' RT
FY B/W/71 91'

RIGHT-OF-WAY REVISION:DATE:3/4/19 PARCEL 1:EXTENDED PUE LINE TO KING ST.EXISTING R/W.
RIGHT-OF-WAY REVISION:DATE:3/4/19 PARCELS 1 & 2:REMOVED TCE AND ADDED PUE AT 65'OFFSET CONNECTING TO PEDRO ST.EXISTING R/W.
RIGHT-OF-WAY REVISION:DATE:3/4/19 ADDED DRIVEWAY OFF OF SKYWAY DR.TO PROVIDE ACCESS TO PARCEL 3.
RIGHT-OF-WAY REVISION:DATE:3/4/19 ADDED DRIVEWAY OFF OF SKYWAY DR.TO PROVIDE ACCESS TO PARCEL 3.
RIGHT-OF-WAY REVISION:DATE:6/24/19 NAME CHANGE ON PARCEL 3.
RIGHT-OF-WAY REVISION:DATE:6/24/19 COMBINED PARCELS 5 & 6 WITH NAME CHANGE.
RIGHT-OF-WAY REVISION:DATE:3/15/23 NAME CHANGE ON PARCEL 1 & 2.
RIGHT-OF-WAY REVISION:DATE:1/17/24 REMOVED TCE AND ADDED PUE ON PARCEL 3.

REVISIONS

8/17/99

10:28:59 AM
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REVISIONS

RIGHT-OF-WAY REVISION: DATE: 3/11/19 PARCELS 14,15 & 19; REVISED PUE & TCE
RIGHT-OF-WAY REVISION: DATE: 5/31/19 PARCEL 24; ADDED PUE & REMOVED TCE
RIGHT-OF-WAY REVISION: DATE: 6/12/19 PARCELS 8 & 9; REVISED ROW & TCE TO MATCH REVISED EX.RW
RIGHT-OF-WAY REVISION: DATE: 7/3/19 PARCEL 8; REVISED PARCEL OWNER AND DEED BOOK INFORMATION
RIGHT-OF-WAY REVISION: DATE: 7/9/19 PARCEL 9; ADDED A "DO NOT DISTURB SIGN" NOTE
RIGHT-OF-WAY REVISION: DATE: 3/15/2023 NAME CHANGE ON PARCELS 10,18 & 24
RIGHT-OF-WAY REVISION: DATE: 3/15/2023 ADDED PARCEL NUMBERS 15A & 15B
RIGHT-OF-WAY REVISION: DATE: 3/15/2023 REVISED EXISTING R/W ON PARCELS 13,14,15,16,17,18 & 19.
RIGHT-OF-WAY REVISION: DATE: 5/26/2023 REVISED RIGHT-OF-WAY ON PARCELS 8 & 9; ELIMINATED TCE ON PARCELS 8 & 9.
RIGHT-OF-WAY REVISION: DATE: 5/26/2023 CHANGED TDE ON PARCELS 11,12 & 13 TO PDE.

8/17/99

3/2/15 PW
R:\Roadway\U-5723\U-5723.dwg
U-5723.dwg

-L- SEE PROFILE SHEET 8
-ROUND2- SEE PROFILE SHEET 9
SEE SHEET 2B-2 FOR -ROUND2- DETAILS
-Y1- SEE PROFILE SHEET 9
-Y2- SEE PROFILE SHEET 10
-Y3- SEE PROFILE SHEET 10
-RPD- SEE PROFILE SHEET 11
-LPD- SEE PROFILE SHEET 11
-RPLPD- SEE PROFILE SHEET 11

-Y1-
PI Sta 11+98.74
 $\Delta = 41^{\circ}19'07.4"$ (LT)
D = 11'01.063"
L = 375.00'
T = 196.07'
R = 520.00'
PI Sta 15+25.08
 $\Delta = 9^{\circ}19'51.4"$ (RT)
D = 10'25.027"
L = 89.57'
T = 44.88'
R = 550.00'

-L-
PI Sta 31+66.30
 $\Delta = 1^{\circ}04'56.6"$ (LT)
D = 0'22'55.1"
L = 283.37'
T = 141.69'
R = 15,000.00'
PI Sta 40+18.08
 $\Delta = 16^{\circ}17'12.7"$ (LT)
D = 2'04'33.4"
L = 784.56'
T = 394.94'
R = 2,760.00'

-RPLPD-
PI Sta 10+29.30
 $\Delta = 6^{\circ}59'07.3"$ (LT)
D = 11'56'11.8"
L = 58.52'
T = 29.30'
R = 480.00'
PI Sta 12+05.51
 $\Delta = 51^{\circ}00'27.4"$ (LT)
D = 23'34'42.6"
L = 216.33'
T = 115.92'
R = 243.00'

-RPD-
PI Sta 12+17.04
 $\Delta = 23^{\circ}34'58.8"$ (RT)
D = 47'44'47.3"
L = 49.39'
T = 25.05'
R = 120.00'
PI Sta 13+71.32
 $\Delta = 7^{\circ}47'32.5"$ (LT)
D = 9'32'57.5"
L = 81.60'
T = 40.86'
R = 600.00'

-LPD-
PI Sta 13+12.77
 $\Delta = 95^{\circ}59'24.0"$ (LT)
D = 37'41'40.5"
L = 254.65'
T = 168.78'
R = 152.00'

-Y2-
PI Sta 13+32.37
 $\Delta = 13^{\circ}15'43.9"$ (RT)
D = 11'27'33.0"
L = 115.73'
T = 58.13'
R = 500.00'

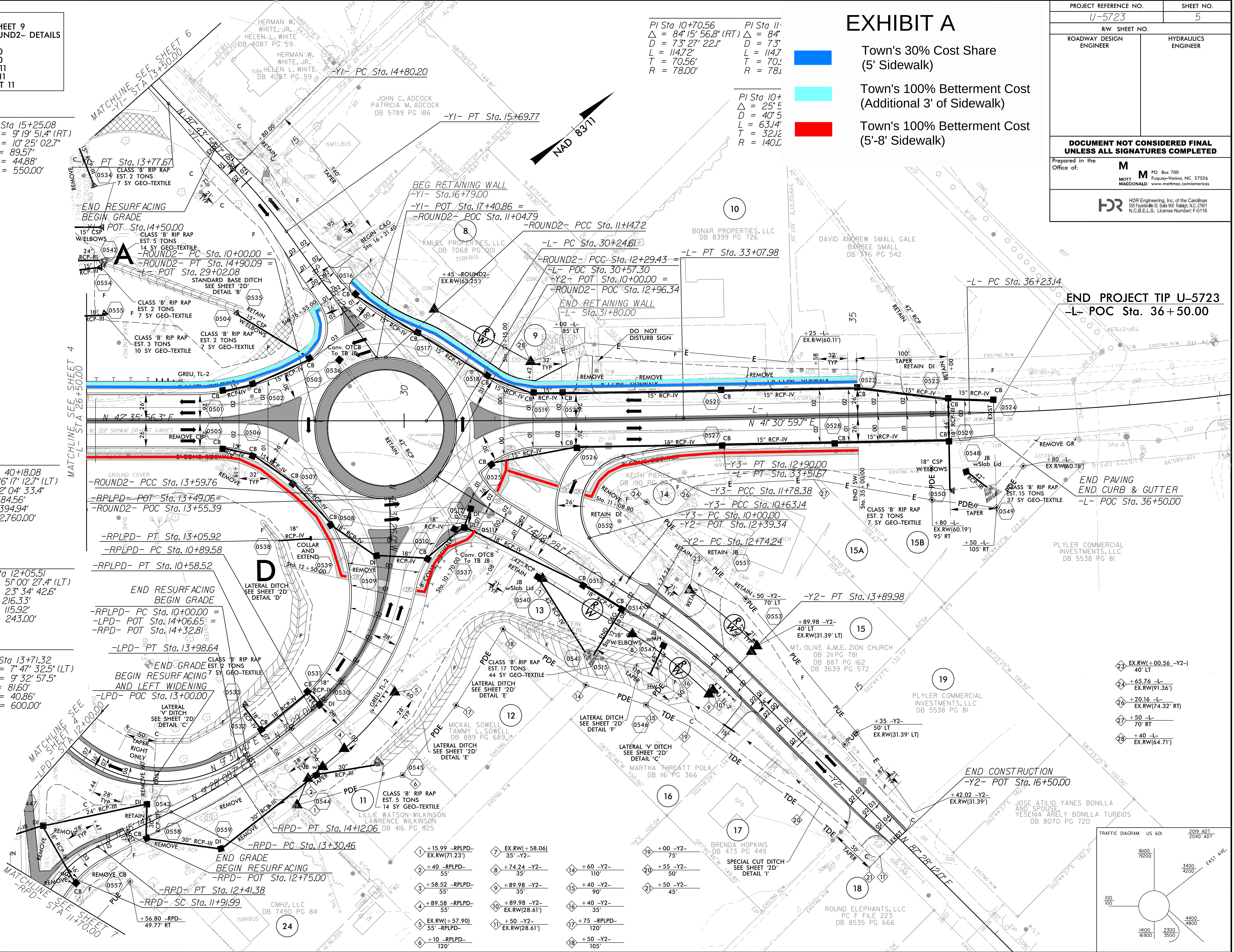


EXHIBIT A

- Town's 30% Cost Share (5' Sidewalk)
- Town's 100% Betterment Cost (Additional 3' of Sidewalk)
- Town's 100% Betterment Cost (5'-8' Sidewalk)

PI Sta 10+70.56
 $\Delta = 84^{\circ}15'56.8"$ (RT)
D = 73'27'22.1"
L = 114.72'
T = 70.56'
R = 78.00'
PI Sta 11-
 $\Delta = 84^{\circ}$
D = 73'
L = 114.7'
T = 70.1'
R = 78.1'

PI Sta 10+
 $\Delta = 25^{\circ}5$
D = 40'5
L = 63.14'
T = 32.12'
R = 140.0

PROJECT REFERENCE NO.		SHEET NO.
U-5723		5
RW SHEET NO.		
ROADWAY DESIGN ENGINEER		HYDRAULICS ENGINEER
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED		
Prepared in the Office of:		
M PO Box 700 MOTT MACDONALD Fuquay-Varina, NC 27526 www.mottmac.com/americas		
HDR HDR Engineering, Inc. of the Carolinas 355 Fayetteville St. Suite 800 Raleigh, NC 27601 N.C.B.E.L.S. License Number: F-0116		

8/17/99

-LPB- SEE PROFILE SHEET 10
-RPLPB- SEE PROFILE SHEET 11

-LPB-

<i>Pls Sta 10+98.10</i>	<i>Pl Sta 13+56.10</i>	<i>Pls Sta 14+16.35</i>
<i>Θs = 36°15' 58.8"</i>	<i>Δ = 123°35' 26.6" (LT)</i>	<i>Θs = 20°08' 52.7"</i>
<i>Ls = 144.00'</i>	<i>D = 50° 22' 11.7"</i>	<i>Ls = 80.00'</i>
<i>LT = 98.10'</i>	<i>L = 245.37'</i>	<i>LT = 53.68'</i>
<i>ST = 49.91'</i>	<i>T = 212.10'</i>	<i>ST = 26.98'</i>
	<i>R = 113.75'</i>	

-YI-

Pl Sta 11+98.74
Δ = 41° 19' 07.4" (LT)
D = 11° 01' 06.3"
L = 375.00'
T = 196.07'
R = 520.00'

EXHIBIT A



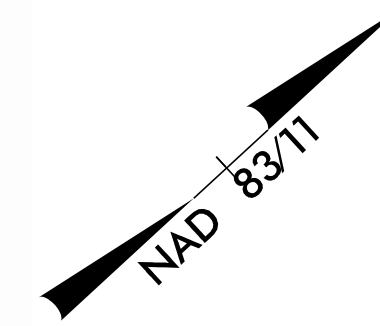
Town's 30% Cost Share
(5' Sidewalk)



Town's 100% Betterment Cost
(Additional 3' of Sidewalk)



Town's 100% Betterment Cost
(5'-8' Sidewalk)

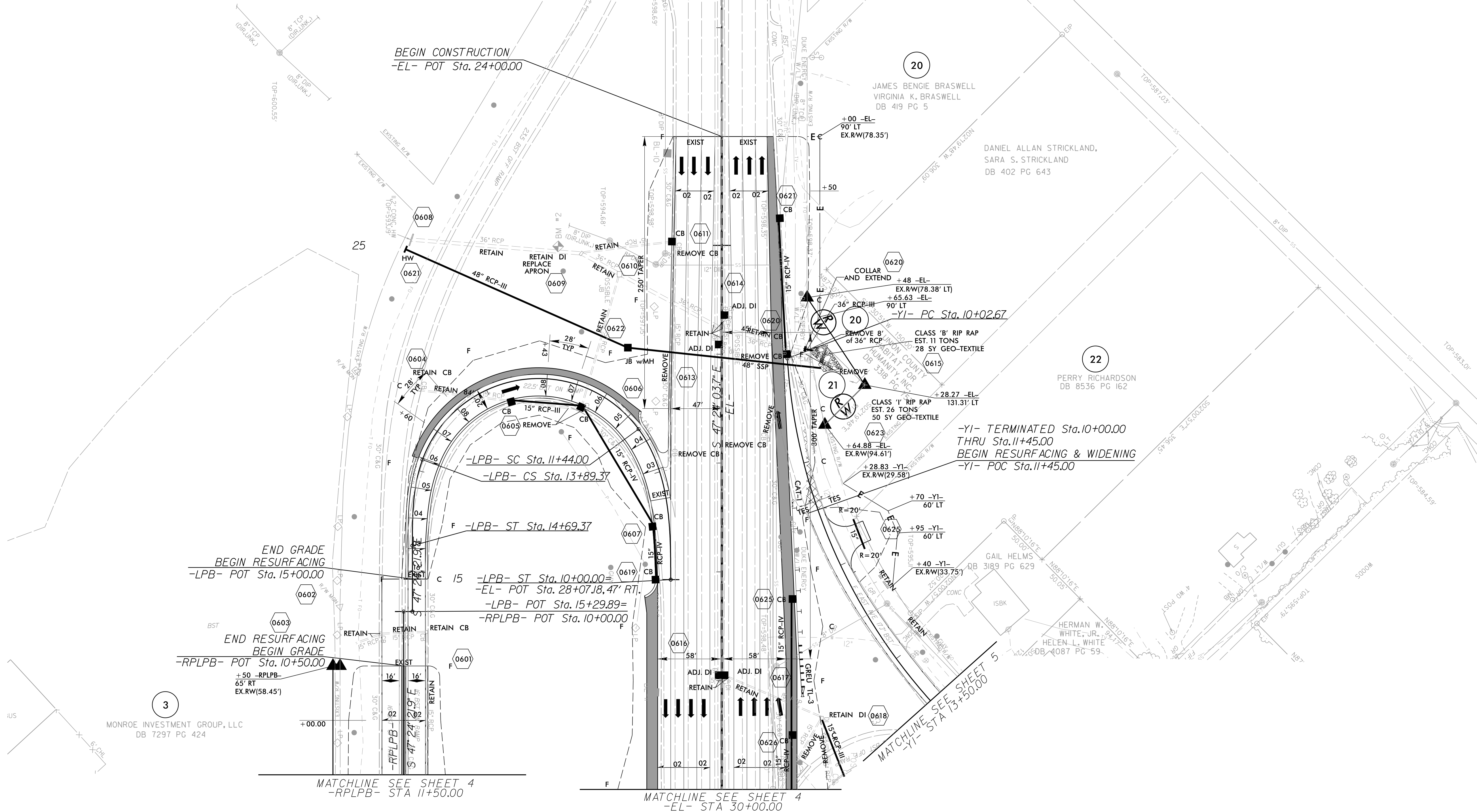


PROJECT REFERENCE NO.		SHEET NO.
U-5723		6
R/W SHEET NO.		
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED		
Prepared in the Office of:		
M MOTT MACDONALD		PO Box 700 Fuquay-Varina, NC 27526 www.mottmac.com/americas
 HDR Engineering, Inc. of the Carolinas 555 Fayetteville St. Suite 800 Raleigh, N.C. 27601 N.C.B.E.L.S. License Number: F-0116		

REVISIONS

RIGHT-OF-WAY REVISION: DATE: 6/24/19 NAME CHANGE ON PARCEL 3.
RIGHT-OF-WAY REVISION: DATE: 3/15/23 NAME CHANGE ON PARCEL 22.

2:53:27 PM
R:\H2\adp\4\Pro\U-5723_rdl\PSH6.dgn
VBA 7/8/2019



8/17/99

-RPD- SEE PROFILE SHEET 11

EXHIBIT A

- Town's 30% Cost Share (5' Sidewalk)
- Town's 100% Betterment Cost (Additional 3' of Sidewalk)
- Town's 100% Betterment Cost (5'-8' Sidewalk)

PROJECT REFERENCE NO.		SHEET NO.
U-5723		7
RW SHEET NO.		
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER	

-EL-
PI Sta 41+04.46
 $\Delta = 9^{\circ}14'15.4" (LT)$
 $D = 1^{\circ}00'00.0"$
 $L = 923.76'$
 $T = 462.88'$
 $R = 5,729.58'$

4
PACIFIC GROUP INVESTMENTS, LLC
DB 3593 PG 33

23
SOUTH CENTRAL OIL COMPANY, INC.
DB 182 PG 198

24
CMH2, LLC
DB 7490 PG 84

END CONSTRUCTION
-EL- POC Sta. 40+80.00

-RPD-
Pls Sta 11+32.56
 $\Theta s = 45^{\circ}50'03.3"$
 $Ls = 191.99'$
 $LT = 132.56'$
 $ST = 68.17'$

NAD 83/11

REVISIONS

RIGHT-OF-WAY REVISION: DATE: 5/31/19, PARCEL 24 ADDED, PUE & REMOVED TCE.
RIGHT-OF-WAY REVISION: DATE: 3/15/23 NAME CHANGE ON PARCEL 24.

254433.dgn
R:\Projects\U-5723\U-5723.dgn
U-5723.dgn

I-5719 Gastonia Bridge Aesthetics – Preliminary Costs

The purpose of this file is to provide the Aesthetics Committee an example cost for a typical bridge with NCDOT standard aesthetic elements. The unit costs are preliminary and based on historical cost data. The assumed areas of application have been calculated using the assumed bridge lengths and wall dimensions for a typical bridge site crossing the I-85 corridor. Both the costs and areas are subject to change based on the market costs and the final bridge designs.

For this exercise, the bridge at Cox Road over I-85 has been used. This represents a typical bridge crossing at I-85 over the proposed typical section currently in preliminary design.

Bridge Geometry:

Total Bridge Length = 180'

Span Layout = 2 spans @ 90'

Girders = 54" AASHTO Prestressed Concrete Girders

Railing = 2-bar metal rail; 2'-6" parapet height

End Treatments = Mechanically Stabilized Earth (MSE) Wall Abutments

Aesthetic Elements:

1. **Architectural Surface Treatment** (Form Liner) – to be applied to the exterior face of the parapet, the exterior face of the overhang (deck thickness), MSE Walls, and Bent Caps. Form liner pattern will be "Old Brick" pattern. (Pattern type does not affect the unit cost).
Unit Cost = **\$25/sf** on railing and bridge elements
= **\$15/sf** on walls
2. **Application of Concrete Coating** (Color Stain) – to be applied to all locations with the form liner "Old Brick" pattern. 3-colors will be used to achieve the "natural" brick appearance. Also a solid color stain will be applied to the following elements: Exterior face and bottom flanges of exterior girders, underside of the overhang, columns, earwalls at end bents, all coping and reveal edges of walls and parapets with form liner treatment.
Unit Cost = **\$8/sf** per color (**\$24/sf** for 3-color brick)
3. **Medallions** – Applied to the ends of the interior bent caps (both sides of the bridge), and the MSE wall abutments (4-sides). Total of six (6). Cost of medallion is dependent on level of art work and any colors required.
Unit Cost = **\$2500/ea**
4. **Street Name** – Engraving of the road name being carried by the bridge. Typically applied to the coping of the MSE Wall at the end of the bridge railing. Optional location on the bridge rail parapet above the travel lane. Cost is preliminary as no historical cost data is available.
Unit Cost = **\$1000/ea**

Area of Form Liner:

Rails Parapet– 2'-6" Overhang – 1'-0" Bent Cap – 4'-6" x 80' length Length = 180' (2)	2,020 sf
Unit Cost	\$25/sf
SubTotal	\$50,500
MSE Walls End Bent 1 = 3,600 sf End Bent 2 = 3,600 sf	7,200 sf
Unit Cost	\$15/sf
SubTotal	\$108,000

Total Cost Form Liner = **\$158,500****Area of Color Staining:**

"Old Brick" – 3 Colors	
Parapet– 2'-6"	1,260 sf
MSE Walls	7,200 sf
Bent Cap	760 sf
Unit Cost	\$24/sf
SubTotal	\$221,280

Solid Color (TBD)	
Girders	2,580 sf
Overhang	540 sf
Ear Walls	192 sf
Columns	653 sf
Unit Cost	\$8/sf
SubTotal	\$31,720

Total Cost Color Stain = **\$253,000****Medallions:** Assumed 6 Total @ \$2500/eaTotal Cost Medallions = **\$15,000****Street Name:** Assumed 1 ea side (2 total) @Total Cost Street Name = **\$2,000****Total Cost (per Typical Bridge) = \$378,000**

Additional Comments:

Using the information above, if the color stain for the Old Brick pattern is reduced to 1 single color, the cost provided above could be reduced by \$147,520.

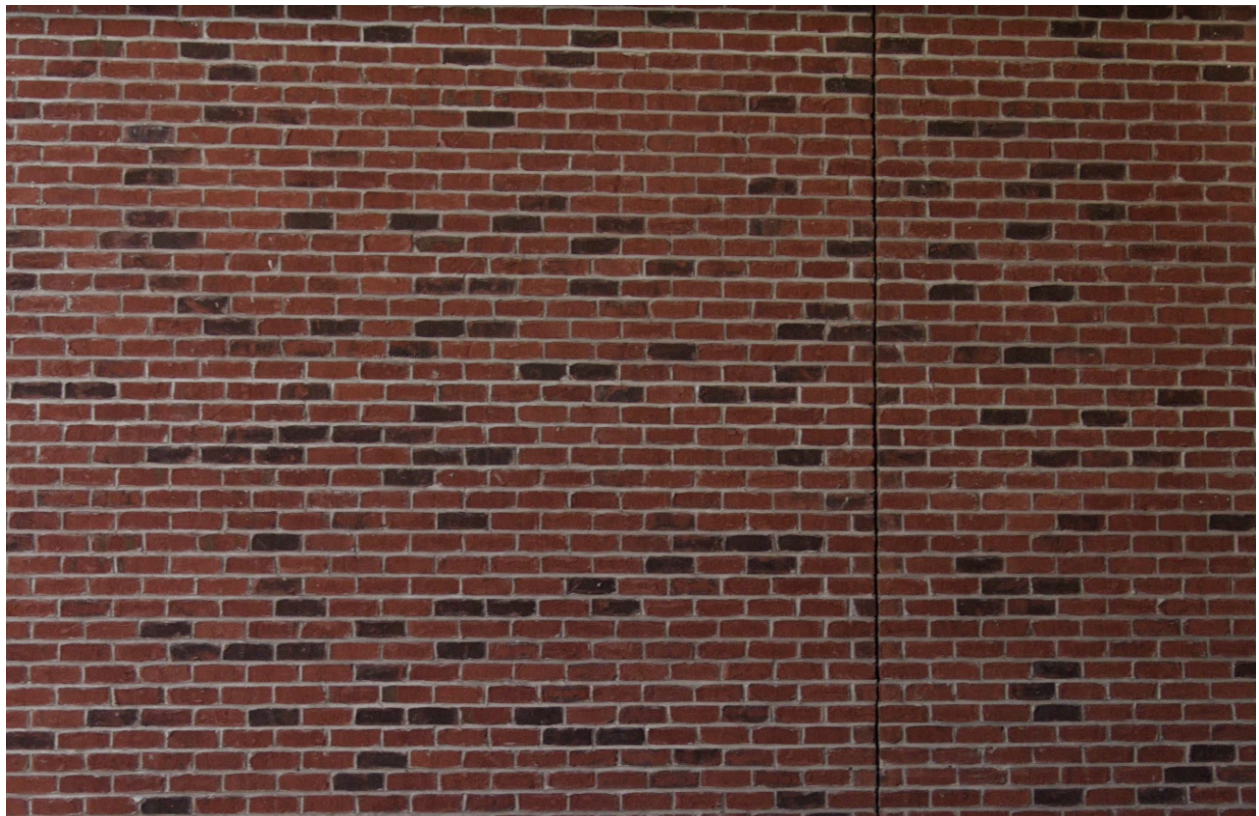
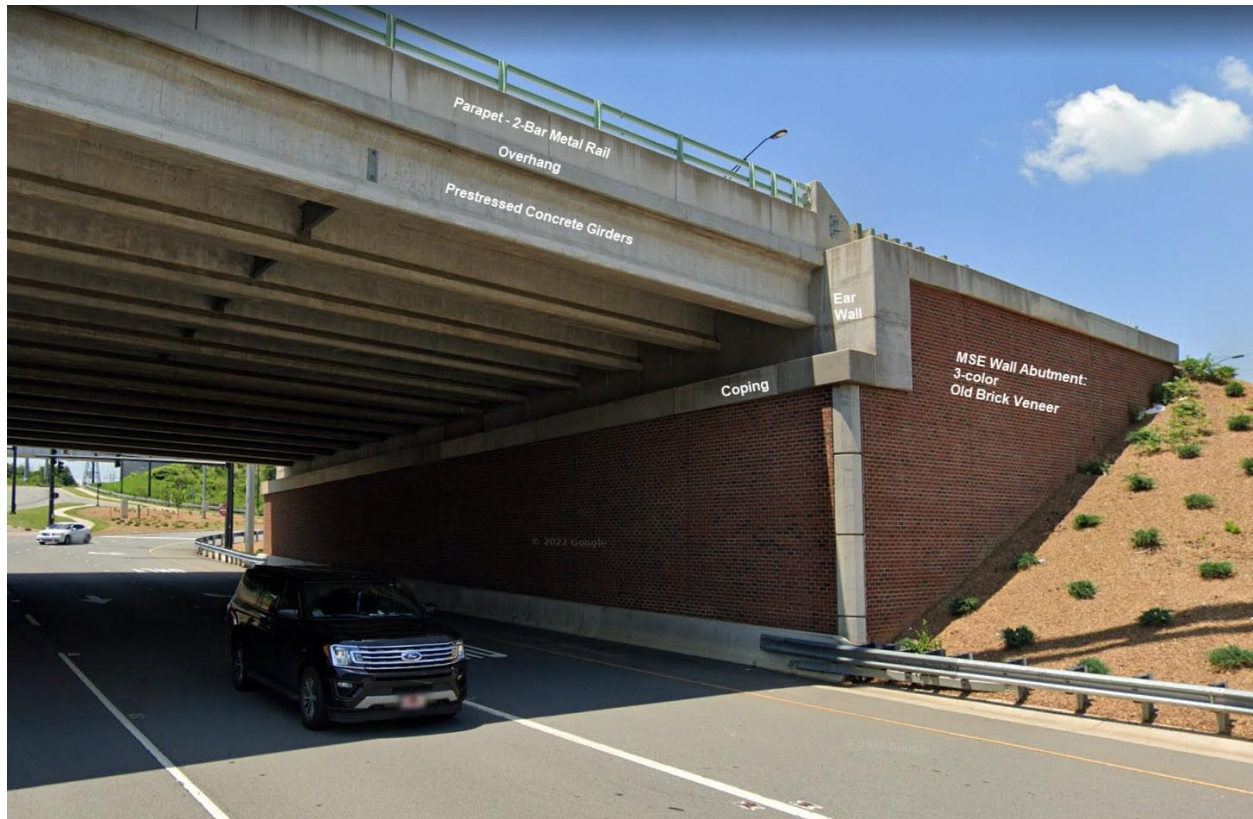
If the bent cap is not required to have the form liner, the cost provided above could be reduced by \$19,000.

See the example photos below for more detail about the aesthetic element locations.

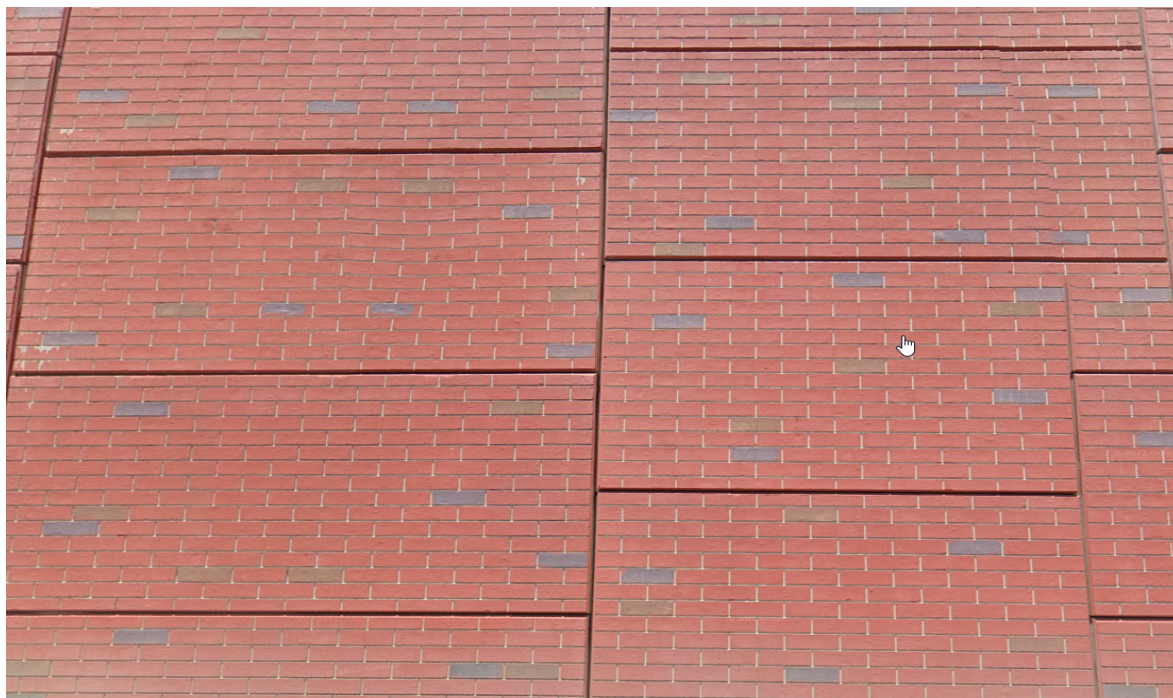
The cost difference for a real brick veneer is approximately \$35/sf. The cost of using a real brick veneer on the MSE Abutment Walls would add \$30,000 to the cost of a typical bridge provided above.

The cost of conduit, junction boxes, and light pedestals on the bridge can be considered incidental. The Department will supply the conduit, junction boxes, and light pedestals on the bridge railing where applicable. The municipality will need to coordinate the least of light fixtures with Duke Energy and determine the type of light fixture that will be used so that the Department can place the correct size pedestal and anchor bolt placement in our bridge plans. Further coordination will be required.

MSE Wall Abutment – Real Brick Veneer

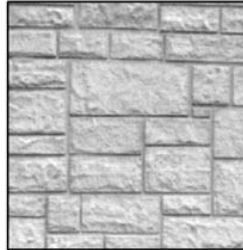


MSE Wall Abutment with 2-Color Form Liner -



Noise Wall Aesthetics

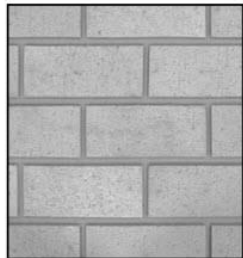
Texture Options:



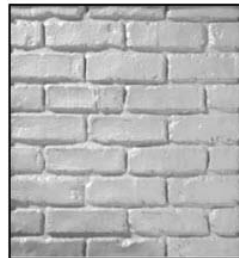
1. Ashlar Stone



2. Dry Stack Stone



3. Standard Brick



4. Old Brick



Transportation



STAFF REPORT

TO: Public Enterprise Committee

VIA: Mark Watson, City Manager

DATE: February 4, 2025

FROM: Rob Miller, General Manager of Energy Services and Water Resources

PREPARED BY: Rob Miller, General Manager of Energy Services and Water Resources

SUBJECT: Energy Services, Purchasing, IT Warehouse Project

SUMMARY STATEMENT

Energy Services, Purchasing, and IT have been working together on the design, construction of a new warehouse, office space, and renovation of the Energy Services building.

REVIEW

The City of Monroe completed a Request for Qualifications (RFQ) process in August 2023 where Vannoy Construction was the most qualified candidate to contract for the warehouse, office space, and renovation project using the Construction Manager at Risk (CMAR) process. Vannoy has received bids for all trades required for the construction and has provided the Guaranteed Maximum Price (GMP) for the project. Staff will provide an overview of the civil site work, roadway improvements, new warehouse/office space, and renovation of the Energy Services building.

The project will include a loan from the Electric Fund balance to the General Fund as a 20 year loan for the General Fund share of the project.

RECOMMENDATION

Staff recommends that the Public Enterprise Committee provide a favorable recommendation to City Council for approval of Budget Ordinance BO-2025-01 and the General Fund Promissory Note. Staff recommends that the Public Enterprise Committee provide a favorable

recommendation to City Council for the Construction Services contract with Vannoy Construction and authorize the City Manager to execute the contract in the amount of \$20,971,944.

Attachments:

2025-02-04 PEC – Warehouse Presentation

Budget Ordinance BO-2025-01

Promissory Note – Energy Svc. Warehouse – GF Share

**CAPITAL PROJECT BUDGET ORDINANCE
ENERGY SERVICES WAREHOUSE PROJECT
BO-2025-01**

WHEREAS, the City desires to build a new warehouse for Energy Services, office space for the Purchasing and Information Technology Departments, remodel the existing Energy Services warehouse and make property improvements; and

WHEREAS, Energy Services completed an RFQ and selected Vannoy Construction as the most qualified candidate for the project using the Construction Manager at Risk process; and

WHEREAS, Energy Services is recommending award of the construction contract for the Warehouse Project to Vannoy Construction in an amount not to exceed \$20,971,944; and

WHEREAS, \$6,500,000 will be provided by the City's General Fund toward the General Fund share of the project; and

WHEREAS, \$6,500,000 will be advanced to the General Fund and paid back over 20 years at an interest rate of 2%.

NOW, THEREFORE, BE IT ORDAINED that the City Council of Monroe amends the following accounts to provide for the advance to the General Fund, update/correct the amounts that were adopted in the FY 25 annual budget and provide for the transfer of the General Fund share of the funding for this Energy Services Warehouse Project.

General Capital Project Fund:

Revenue:

Transfer from General Fund GB2501	(\$6,500,000)
-----------------------------------	---------------

Expenses:

Construction/Improvements GB2501	(\$6,500,000)
----------------------------------	---------------

General Fund:

Revenue:

Other Financing Sources (Installment Financing)	(\$6,500,000)
---	---------------

Transfers in from Other Funds (Advance from Electric)	\$6,500,000
---	-------------

Expenses:

Transfer to Electric Capital Project Fund	\$6,500,000
---	-------------

Transfer to General Capital Project Fund	(\$6,500,000)
--	---------------

Electric Fund:

Revenue:

Transfer from Electric Capital Project Fund	\$6,500,000
---	-------------

Expenses:

Transfer to General Fund (Advance to General Fund)	\$6,500,000
--	-------------

Electric Capital Project Fund:

Revenue:

Transfer from General Fund EL2501	\$6,500,000
-----------------------------------	-------------

Expenses:

Reserve for Future EL9900	(\$6,500,000)
Transfer to Electric Fund EL9900	\$6,500,000
Project Costs EL2501	\$6,500,000

Adopted this 11th day of February, 2025.

Robert Burns, Mayor

Attest:

Bridgette H. Robinson, City Clerk

**PROMISSORY NOTE
FOR
CONSTRUCTION OF GENERAL FUND OFFICES AT
MONROE ENERGY SERVICES WAREHOUSE**

CITY OF MONROE

UNION COUNTY

NORTH CAROLINA

11TH day of February, 2025

\$6,500,000.00

WHEREAS, the City of Monroe operates an electric utility enterprise through an enterprise fund (the “Electric Enterprise Fund”) which is maintained separate from the City of Monroe General Fund (the “General Fund”); and

WHEREAS, the Electric Enterprise Fund is constructing a new Warehouse with adjoining offices that will be occupied by the Information Technology Department and the Purchasing Division of the Finance Department; and

WHEREAS, the Electric Enterprise Fund does hereby agree to finance the sum of \$6,500,000 for the General Fund’s share of the warehouse construction; and

WHEREAS, the City of Monroe General Fund will use prospective operating revenues collected by the City to repay the Electric Enterprise Fund for moneys borrowed to construct the Information Technology and Purchasing offices pursuant to this Promissory Note.

NOW THEREFORE, FOR VALUE RECEIVED, the City of Monroe does hereby promise to pay from the City of Monroe General Fund to the City of Monroe Electric Enterprise Fund, or order, the principal sum of \$6,500,000.00, on or before June 30, 2045, with interest on the entire principal sum from the date hereof at the rate of two percent (2.00%) per annum until paid. Said principal and interest shall be due and payable in twenty (20) equal annual installments of three hundred and ninety-seven thousand five hundred and nineteen dollars and 00/100 (\$397,519.00) due by July 1 of each year until paid in full with the first annual payment occurring July 1, 2025.

Payment shall be made in lawful money of the United States of America, at the office of City of Monroe Finance Director or at such other place as the holder of this Note may direct in writing.

This Note may be prepaid in full or in part at any time without penalty or premium. Partial prepayments shall be applied first to payment of accrued interest then due on the unpaid principal balance, with the remainder applied to unpaid principal.

All parties to this Note, including the makers and any sureties, endorsers, or guarantors, hereby severally waive protest, presentment, notice of dishonor, and notice of acceleration of maturity and agree to continue to remain bound for the payment of principal, interest, and all other sums due under this Note notwithstanding any change or changes by way of release, surrender, exchange, modification, or substitution of any security for this Note or by way of any extension or extensions of time for the payment of principal and interest; and all such parties waive all and every kind of notice of such change or changes and agree that the same may be made without notice or consent of any of them.

This Note shall be governed by, and construed in accordance with, the laws of the State of North Carolina.

This Note is **unsecured**.

IN WITNESS WHEREOF, each maker has hereunto set his hand and adopted as his seal the word "SEAL" appearing beside his name, the day and year first above written.

CITY OF MONROE:

Robert A. Burns, Mayor

ATTEST:

Bridgette H. Robinson, City Clerk

Energy Services, IT, Purchasing Warehouse Project

Public Enterprise Committee

February 4, 2025

Outline

1. Project Team
2. Project Location
3. Civil, Site, Transportation Improvements
4. PIT (Purchasing, IT)/Warehouse
5. Energy Services Renovations
6. Construction Cost
7. Financial Information
8. Approvals
9. Questions

Project Team



Construction



Architect



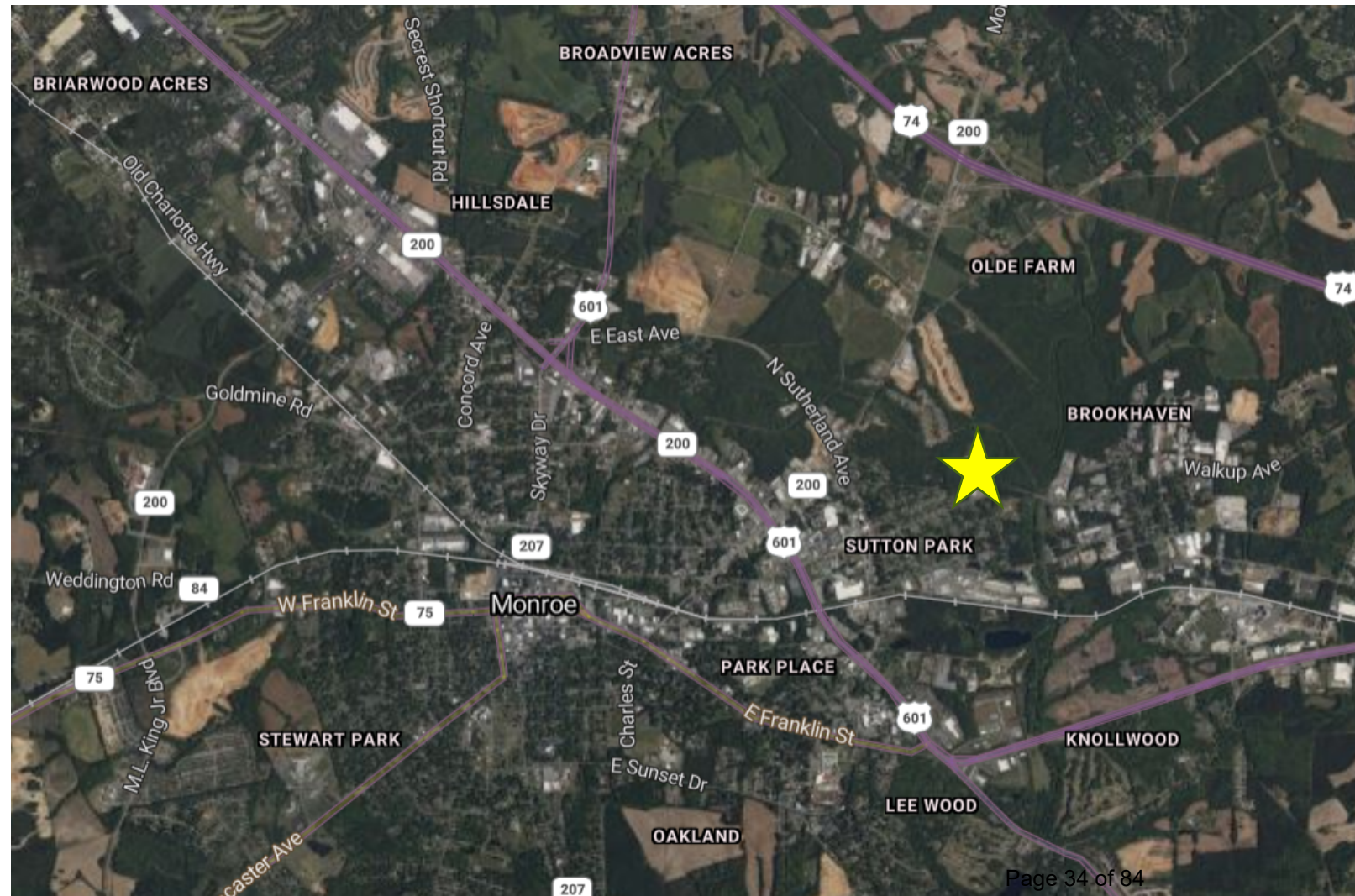
Civil, Survey



Environmental



Project Location

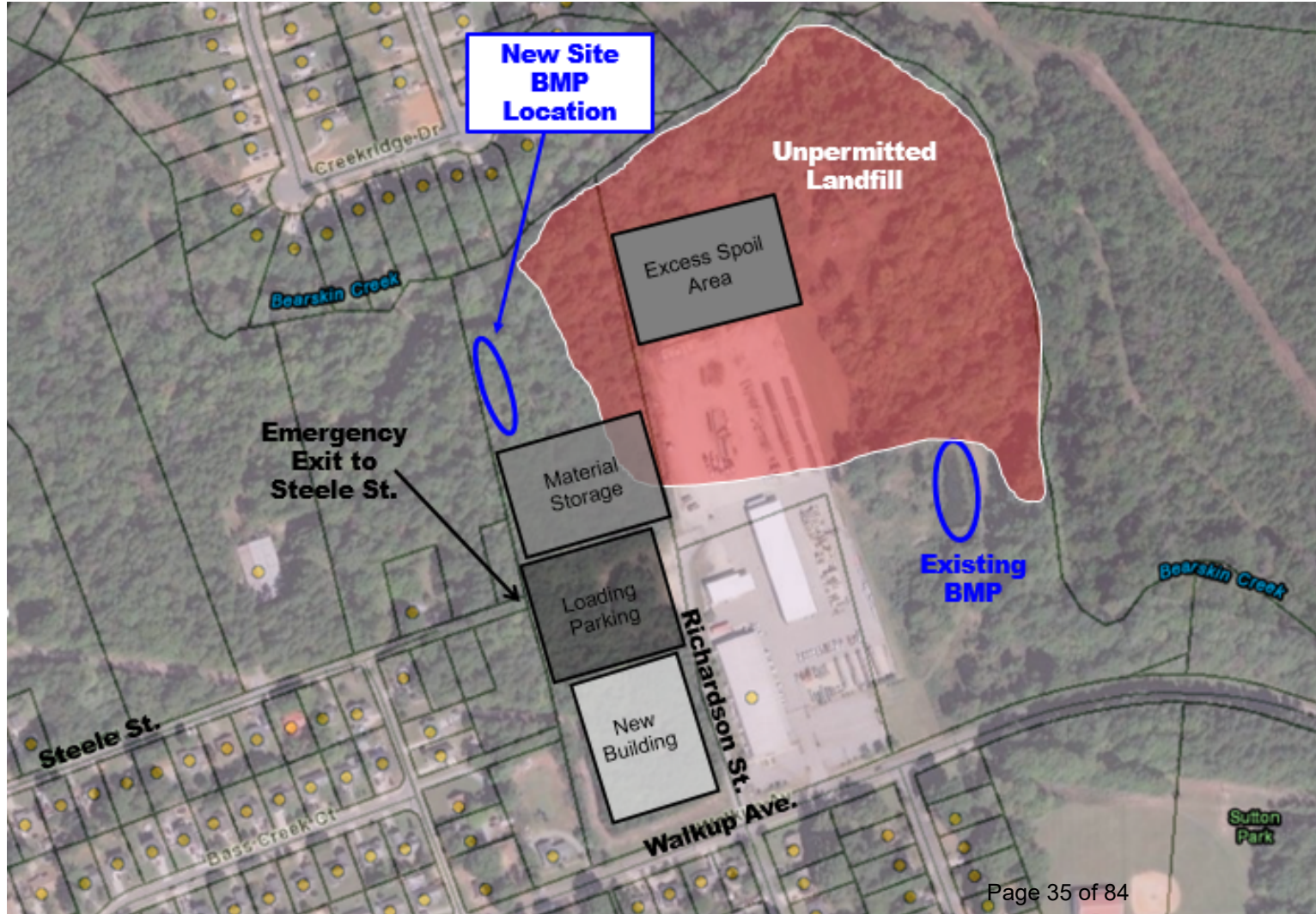


Energy Services
2201 Walkup Ave.

New Building
2125 Walkup Ave.

Located at the intersection
of Walkup Ave. and
Richardson St.

Civil, Site



8.15 Acres to be Disturbed

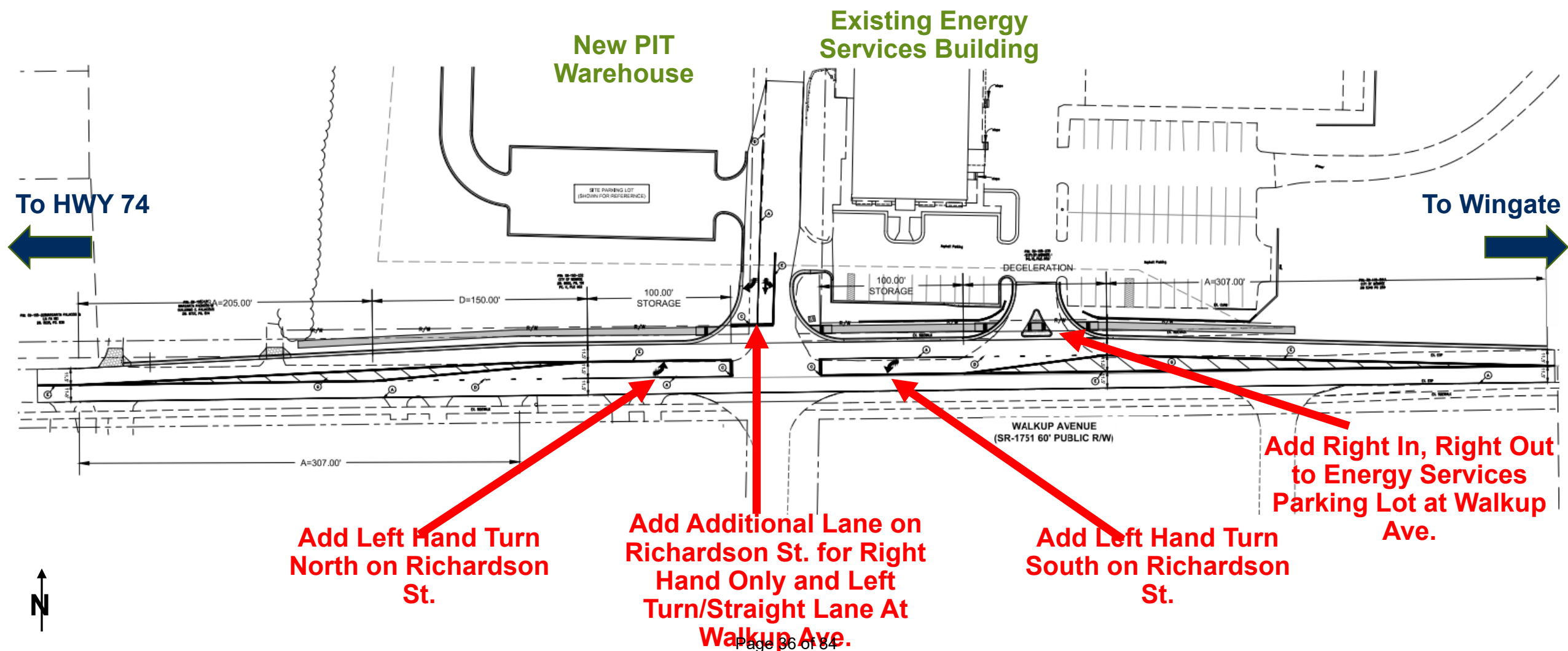
BMP

Excess Spoil

Erosion Control Permit is approved

Stormwater Permit is pending

Roadway Improvements



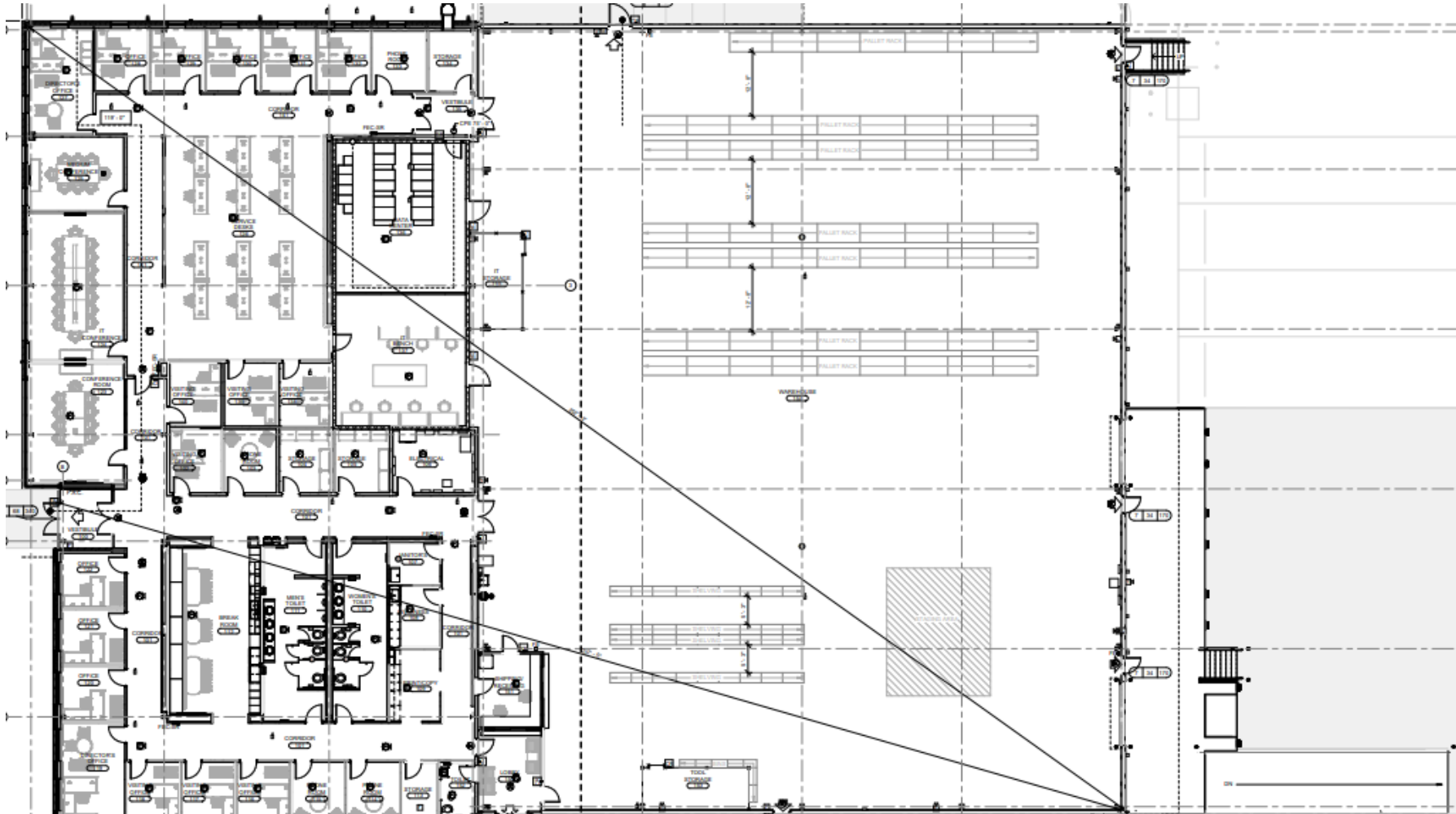
Civil, Site, Roadway Improvements Objectives

- Roadway Safety for Employees and Citizens
- Environmental – Meet all stormwater requirements for the site
- Compliance – Meet all requirements for unpermitted landfill
- Increased material, equipment storage area
- Increased material, equipment storage for Water Resources
 - Energy Services will relocate the large transformer stock from Water Resources to Energy Services

PIT/Warehouse



PIT/Warehouse



29,072 sq ft

Warehouse = 17,127 sq ft

Storage = 1,024 sq ft

IT = 5,602 sq ft

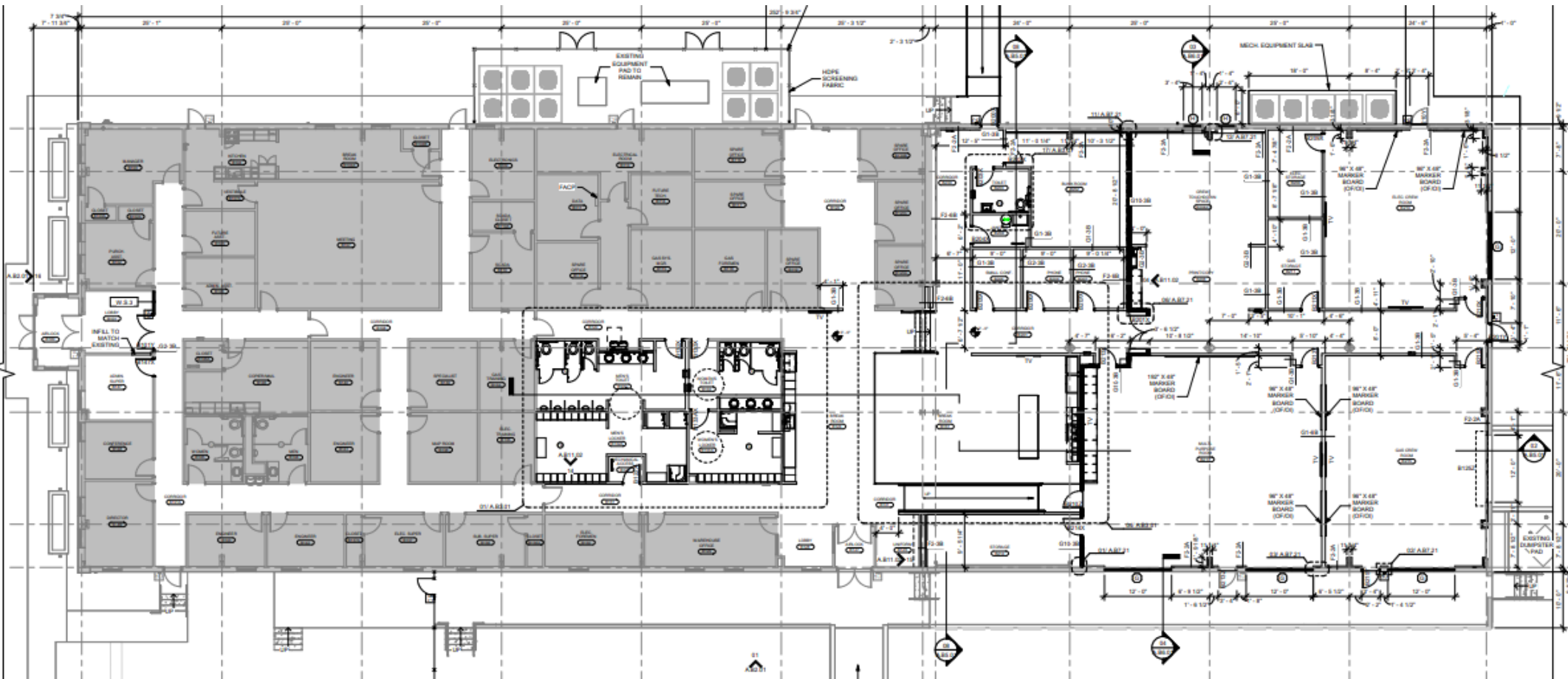
Purchasing = 1,915 sq ft

Shared = 4,022 sq ft

PIT/Warehouse Objectives

- IT work space for immediate need and for 20+ year
 - 9 Offices, 12 Work Spaces, Conference Room, Work Bench, Storage
- Data Center
- City Network Redundancy, Resilience
- Purchasing work space for immediate need and for 20+ years
 - 10 Offices, 5 Work Spaces, Conference Room, Storage
- Warehouse space for immediate need and for 10+ years
- Warehouse designed so it can be expanded in the future

Energy Services Renovations



Renovate
13,089 sq ft

Energy Services Renovation Objectives

- Energy Services work space for immediate need and for 20+ year
 - 5 Offices, 15 Work Spaces
 - Larger Electric Crew Room
 - Larger Natural Gas Crew Room
 - Large Department Meeting Space
 - Bunk Room, Locker Room
 - Improved, larger common lunch area for employees

Construction Cost

Total Cost = \$20,971,944

Total \$/sq. ft. = \$502.26

- Site Cost = \$5,473,229
- Fencing/Security/Landscaping = \$550,600
- Concrete/Masonry/Steel = \$,577,322
- Project Contingency = \$1,250,000
- CMR FEE = \$685,319

Cost does not include furnishings, warehouse racks.

Construction Cost Responsibility

Energy Services = \$14,885,620

- Energy Services Renovation, Warehouse

General Fund = \$6,045,324

- IT Workspace, Data Center, Purchasing Workspace

The Electric Fund will loan the General Fund \$6,500,000

20 Year Term, Low Interest Loan (2% versus 4.5% - 5%)

Debt Service = \$397,519/year

Financial Information

Capital Project EL 2003 Balance = \$16,217,783.54

Electric Fund Balance 7/1/2024 = \$65,529,381 + \$32,992,792 = \$98,522,173

- Reserved for Future Capital Projects = \$21,264,832
- Rate Stabilization Fund = \$11,727,960

Minimum Electric Fund Balance Policy Requirement = \$40,610,675

Electric fund maintains a minimum fund balance of 60% of the Council Adopted budget less capital purchases and transfers out.

Approvals

Approve the Budget Ordinance to transfer funds \$6,500,000 to General Fund as a 20 year loan. Approve Budget Ordinance to transfer from General Fund to Project Fund.

Approve the Contract to Vannoy Construction in the amount of \$20,971,944.

Authorize the City Manager to execute the contract documents.

Questions





STAFF REPORT

TO: Public Enterprise Committee

VIA: William Mark Watson, City Manager

DATE: February 4, 2025

FROM: Robert Miller, General Manager of Energy Services and Water Resources

PREPARED BY: Eric R. Howell, Electric Operations Manager

SUBJECT: Purchase of Eight (8) Substation Circuit Breakers

SUMMARY STATEMENT

Energy Services Staff requests the Public Enterprise Committee to consider approving the purchase of eight (8) circuit breakers to be placed in service at our Airport and Goldmine substations.

REVIEW

The Energy Services department has identified the need to replace several circuit breakers in our substations due to the obsolescence of the existing breakers, electric system growth, and the need to improve employee safety during maintenance activities. The recommended breakers fit the Energy Services standard for substation equipment.

The ABB RMAG circuit breakers would be purchased through Sourcewell. Sourcewell is a purchasing cooperative that collectively bids specified equipment providing competitive pricing as well as meeting statutory requirements. Municipalities and various educational institutions are allowed to utilize Sourcewell through membership to the cooperative. The City has been a member since 2010 and utilizing these contracts saves the time and expense of processing formal bids.

The vendor (Wesco) and Sourcewell have entered into an agreement (Contract # 091422) for the procurement of circuit breakers. Wesco has provided a quote to the City for the eight (8) required circuit breakers in the amount of \$493,462.00 that meets the requirements of the Sourcewell Contract.

The quote breakdown is as follows:

38 kV ABB RMAG circuit breaker - \$69,995 per unit – Quantity (5) - \$349,975 total
15 kV ABB RMAG circuit breaker - \$47,829 per unit – Quantity (3) - \$143,487 total
Grand total-----\$493,462

RECOMMENDATION

Energy Services staff requests the Public Enterprise Committee approve sending this request to City Council for consideration and approval for purchase of eight (8) ABB RMAG circuit breakers in the amount of \$493,462.00 through Sourcewell’s Cooperative Purchasing program. Sufficient funds are budgeted for the acquisition in the Substation Modernization project account. Energy Services Staff requests that this item is placed on the City Council consent agenda.



WESCO
DISTRIBUTION®

334 ATKINSON STREET

CLAYTON

NC 27520

Quotation

UNLESS THERE ARE DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS CONTAINED IN A MASTER AGREEMENT THAT MODIFY WESCO'S STANDARD TERMS, BUYER AGREES THAT THIS QUOTE AND ANY RESULTING PURCHASE ORDER WILL BE GOVERNED BY WESCO'S TERMS AND CONDITIONS AVAILABLE AT [HTTP://WWW.WESCO.COM/TERMS_AND_CONDITIONS_OF_SALE.PDF](http://www.wesco.com/terms_and_conditions_of_sale.pdf), WHICH TERMS ARE INCORPORATED HEREIN BY REFERENCE AND MADE PART HEREOF. PLEASE CONTACT THE SELLER IDENTIFIED ON THIS QUOTE IF YOU REQUIRE A PRINTED COPY.

To: CITY OF MONROE
2201 WALKUP AVE
ELEC WHSE
MONROE NC 281103753

Date: 01/24/25

Branch: 7884

Project Number: SOURCEWELL 091422WES

Project Name SOURCEWELL 091422WES

Quoted To: ERIC HOWELL

Date of Your Inquiry: 01/24/25

When ordering please refer
to Quotation Number: 079572

Item	Quantity	Catalog Number and Description	Unit Price	U/M	Total Price	Rate of Cash Discount	Shipping Time (Weeks)	Customer Delivery Date
10	5	ABB*MB30140LONH5KMZ4*EA*CIRCUIT BREAKER, MED VOLTAGE ANSI OUTDOOR VACUUM R-MAG : TYPES RATING MB3014 38KV 1250 A 200 KV BIL 25 KA OPERATING DUTY: 0-0.3S- CO-3MIN-CO VOLTAGE 38KV BIL: 200KV BIL INTERRUPTG CURRENT 25KA	69995.000	E	349975.00	0.00		07/ 25/25
27	3	ABB*MB11130LONH5KMZ4*EA*CIRCUIT BREAKER, MED VOLTAGE ANSI OUTDOOR VACUUM, R-MAG : RATING MB1113 15.5 KV 1250 A 110 KV BIL 20 KA OPERATING DUTY: 0-0.3S- CO-3MIN-CO VOLTAGE: 15.5 KV BIL: 110 KV BIL INTERRUPTG CURRENT 20 KA	47829.000	E	143487.00	0.00		07/ 25/25
SUB-TOTAL					493462.00			
ESTIMATED TAX					33308.69			
TOTAL					526770.69			

Wesco may assess storage and transportation fees if you do not take or accept delivery within 90 days of product availability. Wesco may also update this quote or above pricing due to duties, freight, tariffs, supplier pricing, surcharges, or exchange rate fluctuations. BY ACCEPTING THIS QUOTE, YOU AGREE THAT THE TERMS AND CONDITIONS OF SALE PUBLISHED AT www.wesco.com/termsofsale ARE EXPRESSLY INCORPORATED INTO AND SHALL GOVERN THIS TRANSACTION.



STAFF REPORT

TO: Public Enterprise Committee

VIA: William M. Watson, City Manager

DATE: February 4, 2025

FROM: Rob Miller, General Manager of Energy Services and Water Resources

PREPARED BY: Amy Cook, General Manager of Operations

SUBJECT: Engineering Contract for Design, Permitting, Bid Phase Services and Construction Administration/Construction Observation for Chlorine Contact Basin Rehabilitation and Secondary Clarifier Assessment at the Wastewater Treatment Plant

SUMMARY STATEMENT

The PEC is requested to consider an engineering contract for rehabilitation of the existing chlorine contact basin and condition assessment of a secondary clarifier at the wastewater treatment plant.

REVIEW

The City of Monroe Water Resources Department requested Statements of Qualifications (SOQ's) from qualified engineering consultants to provide professional engineering services for the rehabilitation of facilities at the wastewater treatment plant. The project will include coating of the chlorine contact basin and an assessment of a secondary clarifier with recommendation(s) for rehabilitation. Three firms submitted Statements of Qualifications. Hazen and Sawyer was selected based on qualifications.

An hourly not to exceed contract was negotiated with Hazen and Sawyer for \$201,910.00.

Sufficient funds are available in the WWTP Capitalized Infrastructure budget.

RECOMMENDATION

It is the recommendation of Staff that Public Enterprise Committee take the following action:

Staff recommends PEC forward to City Council for consideration on the February 11, 2025 consent agenda, the award of a contract for professional engineering services for rehabilitation of facilities at the wastewater treatment plant to Hazen and Sawyer and authorize the City Manager to execute all Contract documents. The project will include rehabilitation of the existing chlorine contact basin and a condition assessment of a secondary clarifier at the wastewater treatment plant. The contract with Hazen and Sawyer will be hourly not to exceed in the amount of \$201,910.00.

Attachments:

Contract for Professional Engineering Services for Rehabilitation of Clarifiers and Coating of the Chlorine Contact Basin at the Wastewater Treatment Plant.

**CONTRACT FOR DESIGN, PERMITTING, BID PHASE SERVICES AND
CONSTRUCTION ADMINISTRATION/CONSTRUCTION OBSERVATION FOR
CHLORINE CONTACT BASIN REHABILITATION AND SECONDARY
CLARIFIER ASSESSMENT AT THE WASTEWATER TREATMENT PLANT**

This Contract is made and entered into as of the ____ day of _____, 20____, by the City of Monroe (“City”) and Hazen and Sawyer (“Contractor”), () a corporation, () a professional corporation, () a professional association, () a limited partnership, () a sole proprietorship, or () a general partnership; organized and existing under the laws of the State of _____.

Section 1. **Background and Purpose.** The clarifiers and chlorine contact basin at the wastewater treatment plant are in need of rehabilitation. This engineering contract will be to provide evaluation of the structures, provide plans for rehabilitation of the chlorine contact basin (CCB) and construction administration services for CCB rehabilitation. .

Section 2. **Services and Scope to be Performed.** The Contractor shall complete an evaluation of the CCB and one (1) clarifier, provide design of and construction administration services for CCB rehabilitation. A detailed scope and fee is outlined in attachment A (attached). In this contract, “Work” means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor’s duties to the City that arise out of this contract. Any amendments, corrections, or change orders by either party must be made in writing signed in the same manner as the original. (This form may be used for amendments and change orders.) The City reserves the right to refuse payment for any work outside that authorized herein or pursuant to a duly approved amendment or change order.

Section 3. **Complete Work without Extra Cost.** Unless otherwise provided, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Section 4. **Compensation.** The City shall pay the Contractor for the Work as follows: Payments to the Contractor will be made on an hourly not-to-exceed basis and will be based on the contractor’s hourly rates for specific positions as outlined in Attachment A (attached). The total compensation paid to the contractor shall not exceed \$201,910.00 as shown in Attachment A (attached). The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

Section 5. **Contractor’s Billings to City.** The Contractor shall submit an original invoice to the Accounting Division at the City of Monroe. The Contractor can expect payment within 30 days.

FOR CONSTRUCTION CONTRACTS ONLY:

Contractor’s Billings to City. Contractor shall submit an original pay request to the City construction inspector or project manager. It is suggested the Contractor superintendent meet with the City’s construction inspector or manager prior to submitting the pay request to verify quantities of work completed, materials, and values. The pay request shall contain the following items, all submitted on City forms (digital forms are available upon request):

- a. Recommendation for payment – all fields complete including history of change orders as appropriate;
- b. Affidavit and Lien Waiver or Release – Notarized original with all fields complete;
- c. Tax Statement and Certification – Notarized original with all fields complete;
- d. Tax Table listing itemized invoices and showing county where tax was paid. Include copies of invoices that are itemized in the tax table. Submit notarized originals. If claiming no tax for the period, submit the statement and certification with table and note “no sales tax for this period” on the form.

Upon receipt of the above the City will verify the amounts and if all of the forms are correct and the amounts correct, the Contractor can expect payment within 15 days. For final payment after acceptance of the work by the City, submit an official pay request as outlined above. In addition, the request shall include an Affidavit of Final Payment (notarized original with all fields complete), and a Consent of Surety to Final Payment (notarized original with all fields complete) if applicable.

Section 6. **Insurance.** Contractor shall maintain insurance policies at all times with minimum limits as follows:

COVERAGE	MINIMUM LIMITS
Workers’ Compensation	Statutory Limits
Employers’ Liability	\$500,000
General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
Automobile Liability	\$1,000,000

Professional Liability (E & O) \$1,000,000 per occurrence/\$2,000,000 aggregate

Contractor shall provide the City with a Certificate of Insurance for review prior to the issuance of any contract or Purchase Order. This should be an ACORD form (example attached). All Certificates of Insurance will require thirty (30) days written notice by the insurer or contractor's agent in the event of cancellation, reduction or other modifications of coverage. In addition to the notice requirement above, Contractor shall provide the City with immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the Contractor to provide such notice, Contractor assumes sole responsibility for all losses incurred by the City for which insurance would have provided coverage. The insurance certificate shall be for the initial contract period of one (1) year and shall be renewed by the contractor for each subsequent renewal period of the contract.

The City shall be named as an additional insured and it is required that coverage be placed with "A" rated insurance companies acceptable to the City. Statement should read "City of Monroe is to be added as an additional insured as evidenced by an endorsement attached to this certificate." Failure to maintain the required insurance in force may be cause for contract termination. In the event that the contractor fails to maintain and keep in force the insurance herein required, the City has the right to cancel and terminate the contract without notice.

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

Section 7. **Performance of Work by City.** If the Contractor fails to perform the Work in accordance with the schedule referred to in Section 2 above, the City may, in its discretion, in order to bring the project closer to schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor reasonable notice of its intention. The Contractor shall reimburse the City for all costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Section 8. **Attachments.** The following attachments are made a part of this contract and incorporated herein by reference:

Attachment A: Scope and fee containing 12 pages(s).

Attachment B: **Certificate of insurance** containing *[insert number]* page(s).

In case of conflict between an attachment and the text of this contract excluding the attachment, the text of this contract shall control.

Section 9. **Notice.**

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

To the City:

(By hand delivery, overnight delivery services, or other methods requiring a physical address):

Amy F. Cook, PE
City of Monroe
300 West Crowell Street
Monroe, NC 28112
acook@monroenc.org
(704) 282-4604

(By United States Postal Service):

City of Monroe
P.O. Box 69
Monroe, NC 28111-0069

Fax Number: (704) 290-1818

To the Contractor:

Brandon Moretz, PE
Hazen and Sawyer
9101 Southern Pine Blvd.
Suite 250
Charlotte, NC 28273

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

Section 10. **Indemnification.** To the maximum extent allowed by law, unless otherwise prohibited under applicable limitations in Chapter 22B-1 of the North Carolina General Statutes, the Contractor shall defend, indemnify,

and save harmless the City of Monroe, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this contract as a result of the acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused by the negligence of the City its agents, officers, or employees. In performing its duties under this section, the Contractor shall at its sole expense defend the City of Monroe, its agents, officers, and employees with legal counsel reasonably acceptable to City. As used in this subsection – “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney’s fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract.

Section 11. **E-Verify Requirement.** The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if the Contractor utilizes a subcontractor, the Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

Section 12. **Miscellaneous.**

- a. Choice of Law and Forum. This contract shall be deemed made in Union County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice, in Union County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.
- b. Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

- c. Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.
- d. Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.
- e. Assignment, Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. Unless the City otherwise agrees in writing, the Contractor and all assigns shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.
- f. Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.
- g. City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.
- h. EEO Provisions. During the performance of this Contract the Contractor agrees as follows:
 - (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions;

- (2) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.
- i. No Third Party Right Created. This contract is intended for the benefit of the City and the Contractor and not any other person.
- j. Principles of Interpretation. In this contract, unless the context requires otherwise, the singular includes the plural and the plural the singular. The pronouns “it” and “its” include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word “person” includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.
- k. Modifications, Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or other duly authorized official signs it for the City. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

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

CITY OF MONROE

CONTRACTOR: Hazen and Sawyer

BY: _____
() _____, Department Head
() William Mark Watson, City Manager

BY: _____
() President, () CEO,
() Partner, () Owner
() Other: _____

ATTEST:

Secretary

(CORPORATE SEAL)

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

Finance Officer: _____ DATE: _____
Lisa Strickland

Scope of Services

City of Monroe, NC Monroe WWTP

Design, Permitting and Bid Phase Services and Construction Administration / Construction Observation for Chlorine Contact Basin (Project 25-29) and Representative Secondary Clarifier Assessment at the Wastewater Treatment Plant

SCOPE OF WORK

The purpose of this agreement is for Hazen and Sawyer (Hazen) to provide professional engineering and construction administration services (i.e., detailed design, permitting, bidding, construction administration, and construction observation) associated with rehabilitation of the existing Chlorine Contact Tank (CCT) at the City of Monroe's (City) Wastewater Treatment Plant (WWTP) and assessment of one (1) of the existing secondary clarifiers at the WWTP (to provide a representative understanding of the secondary clarifier condition in order to better inform the City regarding the required magnitude of future clarifier restoration; no work related to secondary clarifier infrastructure is included beyond the conclusion of the assessment workshop described in Task 2).

Rehabilitation of the existing CCT is generally understood to include concrete restoration due to erosion of surface concrete and/or spalling; significant structural repair or reconstruction is not anticipated.

The following task items will be completed by Hazen and their subconsultants for this project. The scope of tasks outlined below shall include all incidentals required to provide the complete task described, including but not limited to overall management of the design work, project planning, budget and schedule oversight, administration of City agreement, arrangement / management of all meetings and communication as needed with various project stakeholders.

Task 1.1 – Project Management

Meetings and Project Management – Hazen will manage monthly the efforts of its project team members and subconsultants by assigning manpower, delegate responsibilities, review work progress, monitor budget and schedule, and direct the progress of the work.

Task 1.2 – Condition Assessment

Existing Data Review - Obtain and review all available historical records, documents and reports pertaining to original construction, prior improvements, or previous rehabilitation of the existing secondary clarifiers and of the existing CCT.

Site Visit, Condition Assessment and Data Collection - The City will remove from service, drain, dewater, and clean one (1) secondary clarifier and one (1) chamber of the CCT and prepare the structures for inspections by Hazen; inspection of both structures is anticipated to be conducted on the same day. The secondary clarifier and the chamber of the CCT to be removed from service and prepared for inspection by Hazen will be selected by the City and will be considered representative

of the unassessed CCT chamber and remaining secondary clarifiers. The City will furnish all required safety devices and equipment (other than personal protective equipment) for Hazen staff while onsite, including but not limited to harnesses, retrieval systems, ladders, etc. Hazen will provide a non-permit entry confined space attendant.

During the assessment, Hazen will use visual inspection methods to identify deficiencies in structural condition of the existing concrete structures. Identifiable deficiencies that are anticipated include concrete spalling, joint deficiencies, cracks, areas with likely leakage, efflorescence, freeze-thaw damage, honeycombing, pop-outs, scaling, delamination, evidence of corrosion, evidence of chemical attack, areas of exposed reinforcing, significant structural material loss, previous patch / repair failures, and other visual evidence of deterioration. Condition assessment shall not be completed within inaccessible areas due to safety concerns or facility operational constraints.

In addition to visual observation, techniques such as hammer sounding and chain drag sounding will be used in accessible areas to identify concrete surface delamination / breakdown. The use of optical aids, such as photographs, will be used where access or reach isn't achievable. If deemed necessary from the findings of the visual inspection, although not currently included in this scope, Hazen may recommend further non-destructive and possible destructive testing of certain areas of the structure, equipment or material substrates. This additional investigation will be needed if the visual assessment reveals the substrate has suffered structural distress and / or deterioration to the extent the structure is compromised.

In addition to concrete assessment as described above, the assessment of the one (1) secondary clarifier shall also include inspection and evaluation of metal appurtenances located in the structure, including valves, clarifier bridges, exposed piping, mechanical equipment, and any other items present in the interior of the structure. Condition assessment shall not be completed within inaccessible areas due to safety concerns or facility operational constraints. Visual and audible assessment of the mechanical and electrical components of the clarifier mechanism will also be conducted. Assessment of the ferrous metal clarifier items does not include any attempt to remove expansive corrosion or debris or to otherwise attempt to directly quantify localized metal loss.

Condition Assessment Workshop - Following the work performed in during the site visit, Hazen will prepare for and conduct a workshop to discuss the assessment findings with the City, in lieu of developing a draft and final technical memorandum. The content of this workshop will present a summary of the findings and recommendations resulting from the existing secondary clarifier and CCT assessment. The contents of this workshop will include:

- Status on present structure and equipment conditions (both CCT and single secondary clarifier)
- Options for protective coatings, including considerations for process impacts (both CCT and single secondary clarifier)
- Evaluation of construction access, limitation, potential impacts on facility operation (CCT rehabilitation only)
- Preliminary construction schedule (CCT rehabilitation only)
- A preliminary maintenance of plant operations (MOPO) strategy coordinated with the project construction schedule and plant staff (CCT rehabilitation only)

- A preliminary opinion of probable construction cost (Class 5) (CCT rehabilitation only)

Upon discussion and incorporation of the City's comments, the PowerPoint and minutes of this workshop will then serve as the basis of design during detailed design services for the CCT. The PowerPoint and minutes of this workshop will also serve to guide the City in the appropriate direction regarding future restoration of the existing secondary clarifiers.

Task 1.3 – Detailed Design

Develop Detailed Drawings – Hazen will prepare detailed drawings for the CCT rehabilitation, suitable for competitive bidding by a General Construction Contractor; detailed design, cost estimates, and/or specifications related to the restoration of the existing secondary clarifiers is not included. **Table 2** below summarizes the estimated number of detailed drawings and total drawings by discipline that will be prepared by Hazen.

Table 2: Estimated Number of Detailed and Total Drawings

Design Discipline	Estimated No. of Drawings
General / Civil	1
Structural	3
Detailed Drawings	4
Miscellaneous Standard Details	1
Total Drawings	5

Revit and interactive 3D models may be developed by Hazen to facilitate review or enhance visualization.

Due to this work being deemed maintenance by the City, it is not anticipated that permits or regulatory coordination will be required with any local, state or federal authority.

Opinion of Cost - Hazen will develop and maintain a detailed cost estimate throughout the design of the work. Formal opinions of probable cost shall be provided at the 60% (Class 3 estimate) and 90% (Class 2 estimate) design completion milestones. Hazen will promptly identify any cost impacts resulting from design decisions made by the City and communicate such impacts to the City.

Develop Technical Specifications – Technical specifications will be prepared in CSI Division 50 format for all aspects of the work such that the project results in a complete, working facility. Where possible, Hazen shall identify two or more manufacturers capable of providing suitable equipment and / or materials, for any items not sole-sourced or competitively preselected. Hazen will also develop a detailed plan for maintenance of plant operations during construction including consideration of maintaining permit compliance while sequencing facilities into service and rehabilitating existing facilities, as necessary. Front-end documents (Division 00) will be provided by the City for Hazen's use in the bid package or will be developed by Hazen under a separate scope.

Quality Assurance / Quality Control – Hazen will conduct an internal technical / constructability review at the 60%, and 90% completion milestones. Technical Review Committee members and a Construction Management professional will provide a review of the design to date including:

- Specified manufacturers of major items
- Design calculations
- Construction cost estimate
- Construction phasing
- Technical specifications

Review Meetings / Workshops – Hazen will conduct a 2-hour in-person project workshops at the 60% milestones pertaining to: preferences; sequencing; manufacturers; materials of construction; and, functionality. Minutes from all meetings will be recorded and distributed to all participants to document key design decisions and impact to the cost of construction. Monthly coordination meetings are not anticipated due to the limited size of the project scope. The City will have the opportunity to review the 90% milestone documents, but a workshop for the 90% milestone is not anticipated.

Task 1.4 - Bid Phase Services

Bidding Assistance – Hazen will assist the City with preparing an advertisement for bid and for identifying and contacting potential General Contractors that may be capable and available to conduct the construction. Hazen will be responsible for distribution of Contract Documents and any addenda to all potential bidders, vendors, and plan rooms. A list of plan holders will be provided to the City on a regular basis throughout the bid process.

Attend Pre-Bid Meeting – Hazen will attend a pre-bid meeting to describe the project and the requirements of the Contract Documents to interested bidders and respond to questions concerning the project requirements.

Bid Document Interpretation – During the bid period, Hazen will be available to answer questions concerning the requirements of the Contract Documents. If required, Hazen will develop such addenda as may be deemed necessary to clarify or modify the requirements of the Contract Documents to clearly communicate the intent of the work.

Attend Bid Opening – Hazen will attend the bid opening and prepare a tabulation of all bids received. Hazen will analyze all bids received and prepare and certify a bid tabulation. Hazen will prepare and submit a recommendation for award.

Prepare Official Notices – Upon approval of contract award, Hazen will issue the official “Notice of Award” to the successful bidder and prepare construction contracts for execution by City staff and the successful bidder. Hazen will also issue the official “Notice to Proceed.”

Contract Packaging – Upon approval of contract award, Hazen will assist the City in compiling the required City forms and packaging the construction contract for execution by the Contractor.

Conform Bid Documents – Hazen will incorporate all modifications to the Contract Documents resulting from the issuance of addenda during the bid period, and issue conformed plans and

specifications (a total of 4 sets) to the City and the awarded General Contractor. Digital copies of the conformed drawings and specifications shall also be provided to the City.

Task 2.1 - Construction Administration

For the purpose of this scope, it is anticipated that the overall construction duration will be three (3) months.

Project Management - Provide overall project management during construction on behalf of the City, including: direct construction observation activities, receive and review daily construction observation progress reports, maintain documentation of project activities on behalf of the City, perform project quality control and quality assurance, coordinate services provided by the local specialty subconsultants, and submit monthly invoices in accordance with the City's invoicing procedures.

Conduct Preconstruction Conference - Assist the City in conducting the Preconstruction Conference. Prepare and distribute meeting minutes from the conference. One (1) preconstruction conference is anticipated.

Review / Approve Submittals - Receive and track all submittals. Provide technical review of all shop drawings, erection drawings, and other submittals. Incorporate City review comments as appropriate. Electronic copies of all submittal reviews shall be made available to the City and the Contractor in a timely manner. Maintain an electronic file / log of all Contractor submitted RFIs, change order requests, shop drawing submittals, and test results utilizing construction management software (i.e., Procore, ACC, etc.). Ten (10) submittal reviews are anticipated.

Respond to Contractor's RFIs / Issue RFPs and Change Orders - Receive, review, and respond to Contractor RFIs. Where required, provide written responses to RFIs incorporating clarifications of the design intent and the City's decisions.

Prepare RFPs from the Contractor for items of work outside of the defined scope of work in the plans and specifications. Such RFPs may be developed for additions to or deletions from the project based on unforeseen conditions and / or City requests. Respond to any clarifications requested by the Contractor regarding the RFPs. Develop an estimate of the cost impacts of the RFP to the project and make recommendations to the City regarding the appropriateness of Contractor pricing on such proposals. Recommend, develop and package proposed change orders for City review and approval.

Three (3) Contractor RFIs are anticipated. Development of up to one (1) RFP is anticipated. Development of up to two (2) Change Orders is anticipated.

Review any claims and / or proposed modifications and advise the City on the approach for resolution of the related issues. Review justification for all claims for modifications to the project cost and / or schedule and develop recommendations to the City for the fair and equitable resolution of such claims. Review and provide recommendation to the City of up to one (1) claim / Change Order Request is anticipated. This overall scope of work does not include any effort associated with the preparation, participation, or any other involvement related to any Contractor claim(s) that progresses to further dispute through means of mediation, arbitration, or other legal proceedings.

Review Contractor's Progress Schedule and Pay Applications - Receive and review Contractor's schedule and pay requisitions for work completed. Verify the appropriateness of the pay requests, the state of completion of the work and the proper storage and maintenance of Contractor's stored materials, and then forward the Contractor's pay requisitions along with recommendation for payment to the City. Three (3) progress schedules and three (3) partial payment estimates are anticipated.

Conduct Monthly Progress Meeting - Schedule, prepare, attend, and conduct virtual progress meetings to include the City's and the Contractor's representative(s). These meetings shall be normally held on a once per month basis, and additional meetings will be coordinated as required during critical times of construction. Prepare and distribute meeting minutes to all attendees and key project team members. Verify that the Contractor is responsive to input on project schedule and coordination items. Three (3) virtual monthly progress meetings are anticipated.

Periodic Site Visits by Engineer - Provide periodic site visits to observe the work in progress and to make appropriate reports to the City regarding project completion, scheduling, and quality control. Periodic site visits will be made by experienced engineers from various disciplines and specialties to ensure that the project is constructed in substantial accordance with the plans and specifications. Approximately twelve (12) hours per month for three (3) months is anticipated.

Finalize Punchlist and Close-Out Project - Assist in reviewing the completed work at the substantial and final inspection milestones. Develop and manage a punchlist of items for the Contractor to address, assist in resolving punchlist items with the Contractor, and perform follow-up inspections to verify the satisfactory resolution of all punchlist items. Issue a Certificate of Substantial Completion and Acceptance upon full and satisfactory completion of all required construction work at which time the warranty period will commence.

Prepare Record Drawings - Provide record drawings of the completed project using information provided by the Contractor and confirmed by onsite observations. Randomly verify the validity of the record drawing information provided by the Contractor by cross-referencing digital photographs and other techniques to provide records of construction details. Provide signed and sealed record drawings as prints and in electronic PDF format. The total quantity of record drawings sheets shall match the number of sheets included in the Conformed Drawing plan set.

Warranty Inspection / Follow-Up Activities - Assist the City during the 1-year warranty period including notifying the Contractor of any defects or warranty repairs requiring attention. Perform a final warranty inspection of the work approximately 11 months after the date of Substantial Completion. Provide a punchlist delineating the warranty repairs. It is not anticipated that the City will remove items from service for this purpose.

Task No. 2.2 – Field Services During Construction

For the purpose of this scope, it is anticipated that the overall construction duration will be three (3) months.

Hazen will provide construction observation services by a Resident Project Representative (RPR) full-time (40 hours per week, Monday through Friday) for two (2) weeks during a period of significant concrete rehabilitation and/or coatings activities. Additionally, Hazen anticipates that an RPR will be necessary onsite part-time for forty (40) hours per month for two and one-half (2.5) months (during periods when significant rehabilitation or coatings work is not underway by the

contractor). The Hazen RPR will be under the direct supervision of Hazen's Construction Manager (CM).

Through such observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Hazen will endeavor to provide further protection of the City against defects and deficiencies in the work. However, Hazen will not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's work nor will Hazen have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with laws and regulations applicable to Contractor's performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are further described and limited as follows:

- General: RPR is Hazen's agent at the site, will act as directed by and under the supervision of Hazen, and will confer with Hazen's Construction Manager regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with the Contractor, keeping the City advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of the Contractor. RPR shall generally communicate with the City with the knowledge of and under the direction of Hazen's CM.
- Schedules: Review the progress schedule, schedule of shop drawing and sample submittals, and schedule of values prepared by the Contractor as directed by Hazen's CM.
- Conferences and Meetings: Attend meetings with the Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings.
- Liaison: Serve as Hazen's liaison with the Contractor, working principally through the Contractor's superintendent and assist in understanding the intent of the Contract Documents. Serve as the City's liaison with the Contractor when the Contractor's operations affect the City's on-site operations. Assist in obtaining from the City additional details or information, when required for proper execution of the work.
- Interpretation of Contract Documents: Report when clarifications and interpretations of the Contract Documents are needed and transmit to the Contractor clarifications and interpretations as issued by Hazen.
- Shop Drawings and Samples: Record date of receipt of samples and approved shop drawings. Receive samples which are furnished at the site by the Contractor and notify Hazen of availability of samples for examination. Advise Contractor of the commencement of any portion of the work requiring a shop drawing or sample submittal for which the RPR believes that the submittal has not been approved by Hazen.
- Modifications: Consider and evaluate the Contractor's suggestions for modifications in drawings or specifications.

- Review of Work and Rejection of Defective Work: Conduct on-site observations of the Contractor's work in progress in determining if the work is in general proceeding in accordance with the Contract Documents. Report whenever the RPR believes that any part of the Contractor's work in progress will not produce a completed project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Contractor of that part of work in progress that the RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- Inspections, Tests, and System Startups: Consult with Contractor in advance of scheduled major inspections, tests, and systems start-ups of important phases of the work. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate City staff, and that the Contractor maintains adequate records thereof. Observe, record, and report appropriate details relative to the test procedures and systems start-ups. Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the results of these inspections.
- Records: During periods of full-time RPR service, Hazen's RPR will: maintain orderly electronic files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional drawings issued subsequent to the execution of the Contract, Hazen's clarifications and interpretations of the Contract Documents, progress reports, shop drawing and sample submittals received from and delivered to the Contractor, and other project related documents. Prepare a daily report or keep a diary or log book, recording the Contractor's hours on the site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures. Record names, addresses and telephone numbers of the Contractor, subcontractors, and major suppliers of materials and equipment. Maintain detailed records for use in preparing project documentation. The RPR will maintain detailed records of locations of underground construction and deviations from the contract construction drawings for preparation of as-built record drawings by Hazen. These records shall be discussed with the Contractor at least monthly to ensure that all locations and deviations are recorded. Upon completion of the work, furnish original set of all RPR project documentation to Hazen for subsequent submittal to the City.

During periods when the Hazen RPR is not scoped to be onsite in a full-time capacity, the ability of Hazen's RPR is significantly limited in furnishing the full above scope due to limited onsite presence. However, Hazen will endeavor to produce records that reflect records that reflect observations and activities when occupying the project site.

- Reports: Furnish periodic reports as required of progress of the work and of the Contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals. Draft field orders as necessary. Obtain backup material from the Contractor. Furnish to the City copies of all inspection, test, and system start-up reports. Report immediately the occurrence of any site accidents, any hazardous environmental

conditions, emergencies, or force majeure endangering the work, and property damaged by fire or other causes.

- Payment Requests: Review Applications for Payment with the Contractor for compliance with the established procedure for their submission and forward with recommendations, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

The Resident Project Representative will not perform the following duties or services:

- Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).
- Exceed limitations of authority as set forth in the Agreement or the Contract Documents.
- Undertake any of the responsibilities of the Contractor, subcontractors, suppliers, or Contractor’s superintendent.
- Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Contractor’s work unless such advice or directions are specifically required by the Contract Documents.
- Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of the City or the Contractor.
- Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by the City.
- Accept shop drawing or sample submittals from anyone other than the Contractor.

Task No. 2.3 – Subconsultants

Hazen will employ local specialty subconsultants for the following services:

- Froehling & Robertson – Materials Testing
- S&ME – Coatings Consult and Inspections

CITY’S RESPONSIBILITIES

The City shall provide Hazen with the following:

- Authorize Hazen to proceed in writing.
- Give thorough consideration to all documents and submittal packages developed by Hazen and inform Hazen of any required changes and / or decisions

- Provide Hazen access to the Monroe WWTP
- Provide required safety equipment for assessment access and entry
- Provide Hazen with requested plant data and/or as built information
- Provide front end specification documents to Hazen for incorporation in the bid package.

ADDITIONAL SCOPE EXCLUSIONS

The following work is not included in the Scope of Service:

- Destructive and non-destructive testing
- Draft or final Technical Memorandum
- Regulatory and / or permit coordination
- Preparation and / or submittal of permit applications
- Providing or reporting of special inspections
- Operator training
- Development and/or update of Operations and Maintenance Manuals
- Arc flash study or updates
- Advise on, issue directions relative to or assume control over any aspect of the means, methods, safety, techniques, sequences or procedures of the Contractor's work
- Participation or conducting monthly design meetings
- Facility startup assistance
- Development of new, or the modification of, front end (Division 00) documents furnished to Hazen by the City.
- Detailed design or construction management related to the existing four (4) secondary clarifiers.

BASIS OF COMPENSATION

The work to be performed for providing professional engineering services associated with designing, bidding, and providing construction administration of the Monroe WWTP CCT Rehabilitation project will be billed on a categorical hourly rate basis with a total not-to-exceed (NTE) cost ceiling fee limit of **\$201,910.00**. **Table 3** provides a fee summary by task. **Table 4** delineates the agreed upon categorical hourly rates by employee classification.

Funds can be transferred from one cost ceiling task to another with the approval of the City as long as the total NTE cost ceiling fee limit is not exceeded. However, an amendment will be required to increase the total NTE cost ceiling fee limit.

Table 3 below provides a fee summary for Hazen's services, the services of any subconsultants, and project reimbursable costs. Appropriate amounts have been incorporated in the fees to

account for labor, overhead, and profit. Project expenses for travel and reproduction will be billed to the City at cost. Subconsultants employed by Hazen will be billed to the City at cost times a mark-up of 5%.

Table 3: Fee Summary

Billing Task	Subtask Description	Subtask Amount	Total Task NTE Fee
1	Project Management	\$3,300	\$90,020
	Condition Assessment	\$24,580	
	Detailed Design	\$45,310	
	Bid Phase Services	\$16,830	
2	Construction Administration	\$51,090	\$102,190
	Construction Field Services	\$26,100	
	Subconsultants	\$25,000	
3	Expenses	\$9,700	\$9,700
	Total Not-to-Exceed Fee		\$201,910

TABLE 4: Current Categorical Hourly Billing Rates

Employee Classification	Billing Rates
Vice President	\$290
Associate Vice President	\$275
Senior Associate	\$245
Associate	\$200
Senior Principal Engineer	\$180
Principal Engineer	\$160
Engineer	\$140
Assistant Engineer	\$125
Senior Principal Designer	\$170
Principal Designer	\$150
Designer	\$120
Construction Observer / RPR	\$145
Administrative	\$85

SCHEDULE

Table 6 below summarizes the tentative major milestones from design through award of the construction contract.

TABLE 6: Schedule

Milestone Description	Tentative Date
Design NTP	Feb 2025
Site Assessment	Feb 2025
Conduct Assessment Workshop	Feb / Mar 2025
60% Design Workshop	Mar 2025
90% Design Workshop	Mar 2025
Finalize Design / Advertise Project	Mar / Apr 2025
Bid Opening	Apr 2025
Award Contract	May 2025

City of Monroe
Monroe WWTP
Clarifier Rehab (Project 25-06) and Representative Secondary Clarifier Assesement
Design, Permitting and Bid Phase Services and Construction Administration/Construction Observation
Projected Manhours and Associated Fee

Task No.	Description	VP (Hrs) Struve/Greiner \$290.00	AVP (Hrs) Moretz/Parker \$275.00	Sr Assoc (Hrs) Whiteley \$245.00	Assoc (Hrs) Alcorn/Siebach/Karmanocky \$200.00	Sr Prin Eng (Hrs) Kemak/Rotermund/Connor \$180.00	Prin Eng (Hrs) Winder/Young/Allen \$160.00	Eng/Asst Eng II (Hrs) Wood/Smith \$140.00	Asst Eng I (Hrs) Ording / Barnett \$125.00	Sr Pri CAD (Hrs) Floyd \$170.00	Pri CAD (Hrs) Ixcajo \$150.00	Con Obs (Hrs) Medina \$145.00	Admin (Hrs) Ellison \$85.00	Total Labor Hrs	Total Labor Fee
1.1	Project Management														
	Submit Invoices / Update Schedule		12											12	\$3,300
	Subtotal	0	12	0	0	0	0	0	0	0	0	0	0	12	\$3,300
1.2	Condition Assessment														
	Existing Data Review		4	4		4	2							14	\$3,120
	Site Visit, Condition Assessment and Data Collection		8	8	4	4		8						32	\$6,800
	Preparation for Condition Assessment Workshop	4	12	6	4			8		8	4			46	\$9,810
	Conduct Assessment Workshop		8	6	2			2	4					22	\$4,850
	Subtotal	4	32	24	10	8	2	18	4	8	4	0	0	114	\$24,580
1.3	Detailed Design														
	Develop Detailed Drawings	3	18	10	18	30		24		10	24			137	\$25,930
	Develop Opinions of Probable Cost	2	4				12							18	\$3,600
	Develop Technical Specifications		10			10		24						44	\$7,910
	Conduct 60% Workshop		6	6		2		2	6					22	\$4,510
	Provide 60% QAQC Review	2	4											6	\$1,680
	Provide 90% QAQC Review	2	4											6	\$1,680
	Subtotal	9	46	16	18	42	12	50	6	10	24	0	0	233	\$45,310
1.4	Bid Phase Services														
	Bidding Assistance		2											2	\$550
	Attend Pre-Bid Meeting		4	4										8	\$2,080
	Bid Document Interpretation		4	4		2			2					12	\$2,690
	Attend Bid Opening		6											6	\$1,650
	Tabulate Bids		2					2						4	\$830
	Provide Award Recommendation		2					2						4	\$830
	Prepare Official Notices		2			2								4	\$910
	Contract Packaging		8			10								18	\$4,000
	Conform Bid Documents		2	4	4	2					4			16	\$3,290
	Subtotal	0	32	12	4	16	0	4	2	0	4	0	0	74	\$16,830
1	DESIGN PHASE SERVICES SUBTOTAL (excluding expenses)													433	90,020
2.1	Construction Administration														
	Project Management					12								12	\$2,160
	Conduct Preconstruction Conference		6	6		6						6		24	\$5,070
	Review / Approve Submittals		6	6		12	12	12	12					60	\$10,380
	Respond to Contractor's RFIs / Issue RFPs		2	4		6	6				4	2		24	\$4,460
	Develop Change Orders		2	2		8			4					16	\$2,980
	Respond to Contractor Claims		2	2		4								8	\$1,760
	Review Contractor's Progress Schedule					6								6	\$1,080
	Review Contractor's Periodic Pay Applications		2			4						4		10	\$1,850
	Conduct Monthly Virtual Project Meetings		2	2		6						12		22	\$3,860
	Periodic Site Visits by Engineer			36										36	\$8,820
	Finalize Punchlist and Close-Out Project		2	2		6						6		16	\$2,990
	Prepare Record Drawings		2	4					6			10		22	\$3,730
	Warranty Inspection / Follow-Up Activities					6						6		12	\$1,950
	Subtotal	0	26	64	0	76	18	12	22	0	4	46	0	268	\$51,090
2.2	Construction Field Services														
	Full-time RPR Period (M-F, 40 hours/wk)											80		80	\$11,600
	Part-time RPR Period (40 hours/mo)											100		100	\$14,500
	Subtotal	0	0	0	0	0	0	0	0	0	0	180	0	180	\$26,100
2.3	Subconsultants														
	F&R - Materials Testing (Concrete)														\$10,000
	S&ME - Coatings Consultant and Inspections														\$15,000
	Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	\$25,000
2	CONSTRUCTION PHASE SERVICES SUBTOTAL (excluding expenses)													448	102,190
3	Expenses														
	Mileage and Lodging														\$7,200
	Reproduction														\$2,500
	Subtotal														\$9,700
	GRAND TOTAL	13	148	116	32	142	32	84	34	18	36	226	0	881	\$201,910



STAFF REPORT

TO: Public Enterprise Committee

VIA: William M. Watson, City Manager

DATE: February 4, 2025

FROM: Robert Miller, General Manager of Energy Services and Water Resources

PREPARED BY: Richard Riser, Assistant Director of Water Resources

SUBJECT: Call for Public Hearing to be held on March 11, 2025 to consider a Developer Agreement.

SUMMARY STATEMENT

This is a request to call for a public hearing to be held on March 11, 2025 to consider an Infrastructure Agreement to provide for a means of recouping some of the expenditures for infrastructure installed that can be used by other developments.

REVIEW

City Council approved the rezoning of the Riverstone Subdivision on June 8, 2021. As part of the approval and analysis of capacity availability within the collection and conveyance system for this development it was determined that an upgrade to the existing City of Monroe Unionville/Indian Trail pump station was required. Final analysis of capacity needs, pump station operations and maintenance requirements and pump station operational efficiency, determined that a new pump station and larger force main was required to handle flow from the Riverstone Subdivision. This design allowed for service to other parcels within the pump station tributary area.

To be fair to the developer, Pulte Home Company, LLC, an infrastructure agreement is being proposed that will allow for the developer to recoup a portion of the cost for the pump station and force main installation. Compensation to the developer will be based upon percentage of drainage area within the tributary area for a particular development.

The compensation to the developer will be directly between developments. The City of Monroe is only the facilitator.

RECOMMENDATION

Staff recommends PEC call for the required public hearing to be held on March 11, 2025 at 6:00 p.m. to consider this matter and send to Council for approval on the February 11, consent agenda.

Attachment:

Infrastructure Agreement for Off-site Sewer Utility Costs

STATE OF NORTH CAROLINA

COUNTY OF UNION

**INFRASTRUCTURE AGREEMENT FOR OFF-SITE SEWER UTILITY COSTS
BETWEEN THE CITY OF MONROE, NORTH CAROLINA
AND
PULTE HOME COMPANY, LLC**

THIS AGREEMENT, made this the ____ day of _____, 20 __, by and between the CITY OF MONROE, NORTH CAROLINA (hereinafter called "CITY"), a municipal corporation located in Union County, North Carolina; and PULTE HOME COMPANY, LLC, (hereinafter called "DEVELOPER"), a corporation organized and existing under the laws of the State of North Carolina.

WITNESSETH:

WHEREAS, the DEVELOPER desires to install CITY water and sewer main extensions to serve the proposed Riverstone Subdivision (hereinafter called "DEVELOPMENT") to be located by the DEVELOPER on 174.7232 acres of land bordered on the west by N Rocky River Rd., and to the east by Poplin Rd. and to the south by the Monroe Expressway, identified as parcel numbers 08300054A, 07012007, 07012007A (portion of), 07027034C, 08300035E, 08300040B, 07300033 90, 07012003, 07012010, 08300054D, 08300054 and 08300054E in the records of the Union County Tax Office, and

WHEREAS, the CITY has determined that the DEVELOPMENT can be served with sewer service by the upgrade of the City of Monroe Unionville pump station and force main within existing and proposed dedicated public rights-of-way or general public utility easements located on parcels not owned by DEVELOPER (hereinafter called "off-site" sewer and illustrated in Figure 1); and

WHEREAS, the off-site sewer may provide future access to sewer capacity for other undeveloped land parcels listed in Exhibit A, and shown in Figure 1; and

WHEREAS, the DEVELOPER petitioned for annexation of portions of the DEVELOPMENT into the corporate limits of the CITY and the CITY has approved such petition; and

WHEREAS, State law permits the CITY to establish special conditions for the service including the payment of additional fees pursuant to Article 16 of Chapter 160A of the North Carolina General Statutes; and

WHEREAS, the CITY has determined that, in the interest of providing sewer service to the aforementioned area, the off-site sewer illustrated in Figure 1, should be

installed to provide service capacity and sized to accommodate the Development; and at the sole discretion of the City and consistent with GS160A, the City may or may not elect to pay for oversizing beyond that level of service to accommodate the Development in order to accommodate additional potential development within the area;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein made, the parties do hereby agree as follows:

1. The DEVELOPER shall prepare, through a qualified professional engineer, all plans and specifications for the off-site sewer improvements as defined above. Such plans and specifications shall meet all requirements of the City's Standard Specifications and Details Manual, and be subject to approval by the CITY. Off-site sewer shall be sized in accordance with the references in Figure 1 and constructed at the DEVELOPER's expense or oversized at the City expense, if directed.

2. The DEVELOPER shall submit through the North Carolina Department of Environmental Quality (NCDEQ) plans and specifications and receive a permit for the off-site sewer improvements from the NCDEQ prior to beginning construction on said improvements. The DEVELOPER shall provide a certification to the NCDEQ through the DEVELOPER's engineer, upon completion of construction, stating that the construction was completed in substantial conformance with the permitted plans and specifications.

3. The DEVELOPER shall provide, through a qualified registered land surveyor, General Public Utility Easement (GPUE) plats for all easements required for installation of the off-site sewer improvements. The DEVELOPER shall be responsible for the cost of acquiring all GPUE's.

4. The DEVELOPER shall employ licensed and reputable utility contractor(s), to whom the CITY has no reasonable objection, to install the off-site sewer improvements. The off-site sewer improvements shall be constructed to all applicable standards and requirements, and be dedicated to the CITY's ownership upon engineering certification of completion.

Should any of the parcels in Exhibit A gain approval to connect to the City sewer system as part of a development project, and provide a schedule for development and connection, then the DEVELOPER will initiate the installation of the off-site sewer in order to recoup payment from the parcel being developed.

5. If the CITY elects to oversize the infrastructure, the DEVELOPER shall obtain competitive bids from at least 3 contractors for determination of upsizing cost. The bids shall provide unit pricing for installation of infrastructure sized to accommodate the development and unit pricing for infrastructure as designed. The cost of oversizing shall be based upon the cost differential between the two unit prices when applied to like number of units.

6. The DEVELOPER shall prepare "as built" record drawings of the sewer extension upon completion of the work and certify that such drawings accurately reflect actual construction. A reproducible Mylar of these drawings bearing the words "Record Drawings" with date and signature of the engineer appearing on these drawings shall be provided to the CITY. In addition to the Mylar, the same "Record Drawings" shall be provided in both ACAD as well as PDF format.

7. To the fullest extent permitted by law, the DEVELOPER shall release, indemnify, keep and save harmless the CITY, its agents, officials and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials or employees of the CITY, and to all property damage proximately caused by, incident to, resulting from, arising out of, or occurring in connection with the performance or nonperformance of the DEVELOPER provided that such damage or injury is caused in whole or in part by a negligent act or omission by DEVELOPER, his agents, officials, or employees. The indemnification obligation shall not be limited in any way to the amount or type of damages, compensation, or benefits payable by DEVELOPER or his agents under worker's compensation, disability benefits acts, or other employee benefit acts. It is understood that the relationship of DEVELOPER to CITY is that of an independent contractor.

8. In the event the DEVELOPER shall fail to perform satisfactorily in the installation of the off-site sewer improvements under this AGREEMENT, the CITY shall notify the DEVELOPER in writing of the DEVELOPER's unsatisfactory performance or nonperformance and shall permit ten (10) days for a response by the DEVELOPER. If the DEVELOPER's unsatisfactory performance or nonperformance failure(s) is(are) serious and have or may contribute to significant environmental consequences, violation of approved permits, or a material breach of this Agreement, the CITY may immediately suspend this AGREEMENT and arrange separately for the continuation of services described by this AGREEMENT during the response period. Following the response period, if in the opinion of the CITY the DEVELOPER remains in violation of the AGREEMENT, the CITY may terminate this AGREEMENT whereupon all obligations of the CITY to the DEVELOPER shall cease. In the event of such termination, the CITY shall have the exclusive right to assume ownership of the off-site sewer improvements as may be completed or partially completed at the time of termination and may undertake additional construction to complete all or any sections of the these utilities to a point acceptable to satisfy regulatory or permit requirements. In such case, no payments shall be due to the DEVELOPER as provided in this AGREEMENT, and the CITY will not be obligated to serve water and sewer to the DEVELOPMENT.

9. The DEVELOPER shall comply with any and all applicable federal, state, or local standards, regulations, laws, statutes and ordinances, and permits in performing all work required by this AGREEMENT. Among these regulations are Construction Standards of the U. S. Occupational Safety and Health Administration (OSHA).

10. Upon dedication to the CITY the DEVELOPER's off-site sewer cost shall be based upon audited construction, engineering and land acquisition costs.

11. Within thirty (30) days following the City's acceptance of the completed off-site sewer improvements and public dedication of these facilities, the CITY will further obligate to the DEVELOPER, its assigns and successors in writing as follows:

A. The CITY shall pledge to the DEVELOPER not to permit the properties listed in Exhibit A, or future subdivisions thereof, to connect to the off-site sewer improvements constructed by the DEVELOPER, for the first fifteen (15) years after the date of this AGREEMENT, except as specified in Paragraph 11B and 11C, until such property owner remits to the DEVELOPER the monetary amount specified in Exhibit A. The monetary amounts in Exhibit A shall be amended based on audited contracts after construction of the off-site improvement is complete. The monetary amounts shown in Exhibit A shall also be increased annually based on the U.S. Department of Labor Consumer Price Index percentage for the Southeastern United States, Urban Consumers, compounded annually beginning on the effective date of this agreement. Proof of payment shall be submitted to the CITY in the form of a notarized affidavit signed by the DEVELOPER and the property owner prior to allowing said connection. Payment shall be by the then current property owner, regardless of changes of ownership, and shall be due prior to the date when the sewer main extension used to connect to the off-site sewer improvements receive NCDEQ (or City of Monroe Self Permitting) certification of completion. In the event the property owner submits to the CITY documentation of a good faith effort to make the required payment, but the DEVELOPER fails to provide the signed affidavit, the CITY at its sole discretion may allow connection to the off-site sewer improvements.

B. When determined by the CITY to be in the best overall interest of the CITY, the CITY may elect to pay all or a portion of the monetary amount due from any connecting property, provided that upon connection to the off-site sewer, payment to the DEVELOPER for the entire amount for said connecting property as provided in this AGREEMENT is made.

C. When determined by the CITY that the connection is for providing service to a single residence where there will be no subdivision or development of the property, connection to the off-site sewer improvements is to be allowed without payment to the DEVELOPER.

13. The City's pledge, once committed as defined in Paragraphs 10 and 11, shall be binding upon the CITY to the extent allowed by law, however, the CITY is under no obligation to make payments to the DEVELOPER to the extent that the properties described in Paragraph 11 and Exhibit A remain undeveloped during the 15-year period, or to the extent these property owners develop alternative sanitary sewer systems, which does not require connection to the off-site sewer. No payment schedule or commitment is

guaranteed by this AGREEMENT beyond the specific terms of Paragraphs 10 and 11.

14. If the DEVELOPER acquires any of the additional land parcels listed in Exhibit A, and connects to the off-site sewer improvements for service to these properties, then no payment will be required.

15. The DEVELOPER agrees that this AGREEMENT is not exclusive, and that the CITY reserves the right to enter in to other agreements with property owners in Exhibit A related to other utility costs not directly related to the off-site sewer improvements.

16. Upon engineering certification and dedication of the off-site sewer improvements to the CITY, the CITY maintains the sole right to allocate capacity in the off-site sewer improvements and the DEVELOPER shall not enter into any agreement with any other party or property owner guaranteeing water and/or sewer service capacity or allowing a connection to any water or sewer facility, without the advanced written consent of the City of Monroe. Consideration of off-site water costs shall be handled under a separate Infrastructure Agreement.

17. Any notice to be given hereunder shall be made in writing and mailed by first class U.S. Mail to each of the parties as hereinafter stated or to such other address as such party may designate to the other in writing:

Monroe:

PULTE HOME COMPANY, LLC

Scott E. Clark
City of Monroe
Water Resources Director
P.O. Box 69
Monroe, N.C.28111

Dan Rossi
Pulte Home Company, LLC
VP Land Planning and Development, Charlotte
11121 Carmel Commons Blvd., Suite 450
Charlotte, NC 28226

18. Subject to the terms and provisions hereof, either party may assign or transfer its right hereunder upon written approval of the other party, such approval not unreasonably withheld.

19. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective lawful successors and assigns.

20. This Agreement contains the entire understanding between the parties. No other agreement, statement, or promise made by either Party, orally or in writing, which is not contained in this Agreement shall be valid or binding.

21. This Agreement may be modified or amended upon the mutual written agreement of the parties and duly adopted by the governing bodies of both parties.

22. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future default(s) whether of a like or different character.

23. This Agreement is subject to all present and future valid and applicable laws, rules, regulations, and statutes of any governmental authority having jurisdiction.

24. Except as otherwise stated in this Agreement, if any article, paragraph, or provision of this Agreement is declared or rendered unlawful by a court or is deemed unlawful for any reason by a regulatory agency with jurisdiction, the remainder of this Agreement shall be not affected thereby and shall continue in full force and effect to the extent permitted by law.

IN WITNESS WHEREOF, the CITY has caused this AGREEMENT to be duly executed in its name and behalf and the DEVELOPER has caused this AGREEMENT to be duly executed in its name and behalf and its corporate seal to be hereunto affixed, and attested to.

CITY OF MONROE, NORTH CAROLINA

William Watson, City Manager

ATTEST:

Bridgette H. Robinson, City Clerk

(SEAL)

PULTE HOME COMPANY, LLC

**DAN ROSSI,
VP LAND PLANNING AND
DEVELOPMENT, CHARLOTTE**

ATTEST:

, Secretary

(SEAL)

INFRASTRUCTURE AGREEMENT FOR OFF SITE SEWER UTILITY COSTS BETWEEN THE CITY OF MONROE AND PULTE HOME COMPANY, LLC							
EXHIBIT A							
	1. Off Site Sewer Costs						
		Engineering		\$ 226,350.00			
		Right of Way/Legal		\$ 207,750.00			
		Bond **		\$ 50,000.00			
		Construction *		\$ 4,610,880.00			
		Total		\$ 5,094,980.00			
*Cost based on Contract and Change Order Values.							
** Cost inserted as place holder							
	2. Property List						
		Parcel ID	Acreage	Percent of Basin (%)	Amount to be Remitted		
	1	08300041	30.26	5.93	\$ 302,357.28		
	2	08300043	11.52	2.26	\$ 115,097.61		
	3	08300047B	6.63	1.30	\$ 66,246.82		
	4	08300047	2.00	0.39	\$ 19,983.96		
	5	08300053	7.40	1.45	\$ 73,890.68		
	6	08303006A	9.24	1.81	\$ 92,295.91		
	7	08303006	ACREAGE NOT INCLUDED IN TOTAL		\$ -	ROCKY RIVER CROSSING	
	8	08303005B			\$ -	ROCKY RIVER CROSSING	
	9	08303005A			\$ -	ROCKY RIVER CROSSING	
	10	08303005			\$ -	ROCKY RIVER CROSSING	
	11	08303003	18.07	3.54	\$ 180,555.06		
	12	08303003E	6.72	1.32	\$ 67,146.10		
	13	07027035	2.00	0.39	\$ 19,983.96		
	14	07027005	12.33	2.42	\$ 123,151.14		
	15	07027005B	5.41	1.06	\$ 54,006.65		
	15a	07027005F	1.97	0.39	\$ 19,684.20		
	16	07027006	8.83	1.73	\$ 88,229.17		
	17	07012001	9.52	1.87	\$ 95,093.66		
	18	07012004	5.90	1.16	\$ 58,972.66		
	19	07012005	1.36	0.27	\$ 13,559.12		
	20	07012002A	2.27	0.45	\$ 22,701.78		
	21	07012008	8.34	1.64	\$ 83,363.08		
	22	0702703380	17.86	3.50	\$ 178,456.74		
	23	0702703390	35.30	6.92	\$ 352,716.86		
	24	07012006	1.54	0.30	\$ 15,377.66		
	25	07012002	1.72	0.34	\$ 17,186.20		
	26	07027033A	28.49	5.59	\$ 284,621.52		
	27	07012007A	24.02	4.71	\$ 239,987.35		
	28	07012007	6.61	1.30	\$ 66,076.96	RIVERSTONE	
	29	07012010	6.65	1.30	\$ 66,416.68	RIVERSTONE	
	30	08300054D	4.77	0.94	\$ 47,691.72	RIVERSTONE	
	31	08300054A	5.83	1.14	\$ 58,253.24	RIVERSTONE	
	32	08300054	10.01	1.96	\$ 100,019.71	RIVERSTONE	
	33	08300054E	3.99	0.78	\$ 39,868.00	RIVERSTONE	
	34	0830003390	46.12	9.04	\$ 460,830.07	RIVERSTONE	
	35	08300035E	45.31	8.89	\$ 452,736.57	RIVERSTONE	
	36	08300040B	29.04	5.70	\$ 290,167.07	RIVERSTONE	
	37	08300030	6.74	1.32	\$ 67,345.94		
	38	08300028A	11.36	2.23	\$ 113,508.88		
	39	07009003C	7.91	1.55	\$ 79,036.55		
	40	07009008A	16.70	3.28	\$ 166,866.05		
	41	07009008	16.70	3.28	\$ 166,866.05		
	42	07024019A	33.49	6.57	\$ 334,631.37		
		Total	509.91	100.00%	\$ 5,094,980.00		

Figure 1

