

**CITY OF MONROE**  
**PUBLIC ENTERPRISE COMMITTEE**  
**300 W. CROWELL STREET, MONROE, NC 28112**  
**TUESDAY, AUGUST 5, 2025 - 4:00 PM**  
**AGENDA**  
**[www.monroenc.org](http://www.monroenc.org)**

1. Minutes Public Enterprise Committee Meeting July 1, 2025
2. Charles Street Sidewalk Improvements & Sidewalk Priority List
3. Advanced Metering Infrastructure Award of Contract
4. Rocky River Road and US 74 Grade Separation Comprehensive Transportation Plan Amendment
5. Water Resources Department Dump Truck Replacement Purchase
6. Consideration of Amended Developer Agreement with Pulte Home Company, LLC for Riverstone Subdivision
7. Utility Relocation Agreement with North Carolina Department of Transportation for W. Highway 74, N. Rocky River Road, James Hamilton Road and Myers Road
8. US Army Corp of Engineers, Corps Water Infrastructure Funding Program Loan Application
9. Union County Water and Wastewater Agreement Amendment 2
10. Construction Contract for Sanitary Sewer Relocation at 1403 W. Franklin Street

Public Enterprise Committee Minutes  
July 1, 2025  
City Hall Conference Room  
4:00 p.m.

Members Present: Council Member Franco McGee, Council Member Julie Thompson,  
Council Member James Kerr

Staff: Amy Cook, Rob Miller, Jay Voyles, Dali Santiago, Ashley Ivey, Rich  
Riser, Sarah McCallister, Lisa Strickland, Jeff Wells, Bonnie Fisher,  
Richard Long, Mark Watson, Lisa Hollowell and Jeff Wells

Council Member James Kerr called the July 1, 2025 Public Enterprise Committee meeting to  
order at 4:00 p.m.

**Item #1: Adoption of Minutes of the June 3, 2025 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 June 3, 2025 Public Enterprise  
Committee be approved.

**Motion:** Adopt June 3, 2025 meeting minutes

**Motion made by:** Council Member James Kerr

**Second:** Council Member Julie Thompson

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

**Opposed** – None

**Action:** Motion approved

**Item #2: Updates to City Ordinance Chapter 159: Stormwater Management and Creation  
of Chapter 156: Floodplain Regulations**

**Recommendation:**

The Public Enterprise Committee requested to consider recommended updates to the City of  
Monroe Code of Ordinances Chapter 159: Stormwater Management Ordinance by moving  
Sections 159.801 through 159.805 into a proposed new Chapter 156: Floodplain Regulations.

**Presentation and Discussion:**

Bonnie Fisher, Stormwater Engineering Manager, presented the comprehensive review of  
Chapter 159: *Stormwater Management Ordinance* that was conducted by the Stormwater staff.  
Sections 159.801 through 159.805 form a subsection of this chapter called “Floodplain and

Floodway Districts” and addresses floodplain overlay districts, subdivision requirements, and the State-modeled Flood Damage Prevention Ordinance.

Below is a summary of the Section number changes. Note that the Flood Damage Prevention Ordinance section is moved to the front of the new chapter:

Section Title	Current Section Number	Proposed Section Number
Floodplain and Floodway Districts	159.801	156.802
Obstructions	159.802	156.803
Flood Damage Prevention Ordinance	159.803	<b>156.801</b>
Floodplain subdivision Provisions	159.804	156.804
Boundaries of floodplain and floodway districts	159.805	156.805

The proposed text revision and updates have been reviewed and approved by City Legal staff and the North Carolina Division Emergency Management (NCDEM) National Flood Insurance Program (NFIP) Planner. After adopting a copy of the signed and sealed Ordinance is required to be sent to NCDEM and FEMA for their records.

- Motion:** Approval of the Ordinance Amendment O-2025-23 and to place the item on the consent agenda for consideration by City Council on July 8, 2025.
- Motion made by:** Council Member James Kerr
- Second:** Council Member Julie Thompson
- Voting:** **In Favor** – Council Member Julie Thompson, Council Member James Kerr, Council Member Franco McGee
- Opposed** – None
- Action:** Motion approved

**Item #3: Updates to City Ordinance Chapter 159: Stormwater Management**

**Recommendation:**

The Stormwater Department recommends approval updates to the City of Monroe Code of Ordinance Chapter 159: Stormwater Management.

**Presentation and Discussion:**

Bonnie Fisher, Stormwater Engineering Manager, presented a comprehensive review of Chapter 159: Stormwater Management that was conducted by the Stormwater staff. The purpose of the revisions to the Ordinance is to strengthen the City’s ability to meet the Post Construction requirements of the NPDES (National Pollutant Discharge Elimination System) MS4(municipal separate storm sewer system) Permit by updating design standards and strengthening enforcement capabilities. The revised ordinance allows for the ability to levy fines comparable to the City’s Erosion Control Ordinance. Stormwater staff developed a civil penalty structure not to exceed amounts dependent upon the type violation and its severity.

Some sections of the Stormwater Management ordinance were reorganized to provide clarity for design standards. Below is a summary of the Section number changes.

Current Section Number and Title	Proposed Section Number and Title
159.304 Reserved	159.304 Stream Buffer Requirements (moved from 159.807)
159.808 Watershed Districts	159.302 (D) Watershed Districts

**Motion:** Approval of Ordinance Amendment O-2025-24 and be place on the consent agenda for consideration by City Council at the next meeting on July 8, 2025.

**Motion made by:** Council Member James Kerr

**Second:** Council Member Julie Thompson

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

**Action:** Motion approved

**Item #4: Purchase of one (1) Komatsu WA200-8 Wheel Loader**

**Recommendation:**

The Water Resources request to consider approving the purchase of a Komatsu WA200-8 Wheel Loader for the City of Monroe Wastewater Treatment Plant.

**Presentation and Discussion:**

Amy Cook, Water Resources General Manager of Operations, presented the need to purchase equipment for solids handling at the WWTP. The current wheel loader used for solids handling has reached the end of its useful life and is in need of replacement.

A bid was received for a wheel loader that meets all of the needs for the WWTP 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.

Linder provided a quote to the City of Monroe for a Komatsu WA200-8 Wheel Loader in the amount of \$176, 710.00 that meets the requirements of Sourcewell. Therefore, staff recommends purchasing the equipment through Sourcewell’s Cooperative Purchasing program from Linder in the amount of \$176,710.00. Sufficient funds are budgeted for the acquisition in the Capitalized Equipment account, 5108040 424020.

**Motion:** Approval of the purchase of a Komatsu WA200-8 Wheel Loader from Linder for \$176,710.00 through Sourcewell’s Cooperative Purchasing program, authorize the City Manager to execute the necessary documents and send to City Council for approval on the July 8, 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, Council Member Franco McGee

**Opposed** – None

**Action:** Motion approved

There being no further business, the meeting was adjourned at 4:16 p.m.

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James Kerr, Chair

**Next Meeting- August 5, 2025.**



**STAFF REPORT**

**TO:** Public Enterprise Committee  
**VIA:** Mark Watson, City Manager  
**DATE:** August 5, 2025  
**FROM:** Sarah McAllister, P.E., Engineering Director  
**PREPARED BY:** Will Auret, P.E., Land Development Engineering Manager  
**SUBJECT:** Charles Street Sidewalk Improvements & Sidewalk Priority List

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**SUMMARY STATEMENT**

Staff will be prepared to discuss preliminary estimates for sidewalk improvements on Charles Street. In addition, staff is requesting Council’s direction on priorities for new sidewalk projects and maintenance of existing sidewalks.

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**REVIEW**

City of Monroe Engineering Staff has generated two cost estimates for sidewalk improvements on Charles Street.

- Option 1 – West side of Charles St from Franklin St to Sunset St
- Option 2 – West side of Charles St from Franklin St to Green St

Both estimates are attached for review. Council Member McGee asked that this item be brought before this committee. Management has advised that future items related to sidewalk should go before the General Services Committee so this item has been placed on their agenda as well.

Regarding new sidewalk requests, a copy of the current priority rating system is attached which shows the different categories for which points are awarded. The objective of the rating system is to eliminate subjectivity in determining sidewalk priorities. The ultimate goal is to fairly distribute and provide an equitable guide for sidewalk construction throughout the City of Monroe. Section I of the Priority Rating System is classified as a “Need Factor”. Consideration is given in this rating section as to the proximity to schools, parks, homes, traffic volumes, and worn paths within

the project areas. The section attempts to identify the use level and need by our citizens – higher the use, better the rating. Section II balances the “Need Factor” with the “Cost Factor”. In this section, cost related factors such as project length, drainage requirements, utility adjustments, and right-of-way requirements are considered. The lower the costs, the higher the rating the proposed improvements receive. The current list of new sidewalk requests with their associated ratings is attached for review.

The current sidewalk project account RD1701 has \$654,780 in it. Council has allocated \$200,000 annually to be used toward sidewalk maintenance. Staff was pursuing a sidewalk assessment survey to better determine the maintenance needs and prioritize repairs. Staff would like the Committee’s direction on prioritizing new sidewalk requests versus existing maintenance needs.

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### **RECOMMENDATION**

Charles St estimates are for general discussion. Staff would like the committee’s direction on priorities for new sidewalk projects and maintenance of existing sidewalks.

Attachments:  
Charles Street sidewalk estimates  
Sidewalk priority list

**Estimate for Charles Street Sidewalk from  
Franklin Street to Sunset Drive**

**Estimate Contractor**

**CONSTRUCTION COSTS**

DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
Mobilization (5%)	1	LS	\$ 20,000.00	\$20,000
Comprehensive Grading	1	LS	\$ 75,000.00	\$75,000
Foundation Conditioning Materials, Minor Str.	2	TON	\$ 65.00	\$130
15" R.C. Pipe Culverts	8	LF	\$ 110.00	\$880
24" R.C. Pipe Culverts	8	LF	\$ 170.00	\$1,360
Drainage Structures	1	EA	\$ 5,000.00	\$5,000
2'-6" Concrete Curb & Gutter	200	LF	\$ 70.00	\$14,000
Surface Course, S9.5A	52	TON	\$ 250.00	\$13,000
Base Course, B25.0C	210	TON	\$ 250.00	\$52,500
Monolithic Sidewalk	466	SY	\$ 100.00	\$46,600
Concrete Sidewalk (5' wide)	1190	SY	\$ 80.00	\$95,200
Concrete Driveway	220	SY	\$ 155.00	\$34,100
ADA Ramp	10	EA	\$ 3,000.00	\$30,000
Traffic Control	1	LS	\$ 20,000.00	\$20,000
Seeding and Mulching	1	LS	\$ 10,000.00	\$10,000
<b>Sub-Total =</b>				<b>\$417,770</b>
Construction Surveying				\$25,000
Contingencies				\$66,420

Total Construction =           \$509,190

**ADDITIONAL COSTS**

Right-of-Way Acquisition/Easements	1	LS	\$ 35,000.00	\$35,000
Erosion Control	1	LS	\$ 10,000.00	\$10,000
Design Surveying/Engineering (15%)	1	LS	\$ 77,000.00	\$77,000
CEI	1	LS	\$ 25,000.00	\$25,000

Total Additional =           \$147,000

**TOTAL =           \$656,190**

**Estimate for Charles Street Sidewalk from  
Franklin Street to Green Street**

**Estimate Contractor**

**CONSTRUCTION COSTS**

DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
Mobilization (5%)	1	LS	\$ 16,000.00	\$16,000
Comprehensive Grading	1	LS	\$ 50,000.00	\$50,000
Foundation Conditioning Materials, Minor Str.	2	TON	\$ 65.00	\$130
15" R.C. Pipe Culverts	8	LF	\$ 110.00	\$880
24" R.C. Pipe Culverts	8	LF	\$ 170.00	\$1,360
Drainage Structures	1	EA	\$ 5,000.00	\$5,000
2'-6" Concrete Curb & Gutter	200	LF	\$ 70.00	\$14,000
Surface Course, S9.5A	52	TON	\$ 250.00	\$13,000
Base Course, B25.0C	210	TON	\$ 250.00	\$52,500
Monolithic Sidewalk	233	SY	\$ 100.00	\$23,300
Concrete Sidewalk (5' wide)	595	SY	\$ 80.00	\$47,600
Concrete Driveway	220	SY	\$ 155.00	\$34,100
ADA Ramp	10	EA	\$ 3,000.00	\$30,000
Traffic Control	1	LS	\$ 20,000.00	\$20,000
Seeding and Mulching	1	LS	\$ 10,000.00	\$10,000
<b>Sub-Total =</b>				<b>\$317,870</b>
Construction Surveying				\$25,000
Contingencies				\$51,440

Total Construction = \$394,310

**ADDITIONAL COSTS**

Right-of-Way Acquisition/Easements	1	LS	\$ 35,000.00	\$35,000
Erosion Control	1	LS	\$ 10,000.00	\$10,000
Design Surveying/Engineering (15%)	1	LS	\$ 60,000.00	\$60,000
CEI	1	LS	\$ 25,000.00	\$25,000

Total Additional = \$130,000

**TOTAL = \$524,310**

### Priority Rating for New Sidewalk Construction

(Possible Points = 90)

Street Rank	Street Name	Block Information	Rating Total	Estimated Cost
1	Walkup Ave	Cuthbertson St to Broome St	62	\$ 129,000
2	Circle Dr	Between East Franklin St and Sunset Dr	61	\$ 286,000
3	Franklin St.	Between High School Drive and Sunset Drive	59	\$ 46,000
4	Jefferson St	Between Church St and Crow St	56	\$ 27,000
5	Charles St	From Franklin Street to Sunset Drive	53	\$ 656,190
6	Lancaster Ave	East Section of Lancaster Avenue, Bragg ST. to Kingswood Drive	52	\$ 350,000
7	Secrest Short Cut	From Euclid to existing at rear of K-mart	51	\$ 174,000
8	Lancaster Ave	West Section of Lancaster Ave, From Bragg St. to Kingswood Drive	47	\$ 350,000
9	Icemorlee St	Johnson Street to 300' west of Gilman Place	47	\$ 317,000
10	West Franklin St	Between McCarten St and Dale St	45	\$ 314,000
11	Bragg Street	W Franklin Street to Lancaster Ave	43	\$ 157,000
12	Wilkes Drive	Concord Avenue to US Hwy. 601	43	\$ 320,000
13	Secrest Short Cut	From Barbee Farms to Yorkshire	43	\$ 180,000
14	Secrest Ave	Walkup Ave to Mason St	38	\$ 316,000
15	West Street	W Franklin Street to Lancaster Ave	38	\$ 164,000
16	Wilson Ave	Between Charlotte Ave and Highway 74	36	\$ 141,000
17	Morgan Mill Rd.	Sutherland Avenue to Creekridge Drive- East Side	36	\$ 693,000
18	Branch Street	W Franklin Street to Lancaster Ave	35	\$ 149,000
19	West Park Drive	E Franklin Street to East Park Drive	34	\$ 315,000
20	Stafford Street	Winchester Ave to Carr Street	33	\$ 130,000
21	Roland Dr	Between Charlotte Avenue and Highway 74	33	\$ 297,000
22	East Ave	US 601 to Stafford Street - North Side	33	\$ 305,000
23	Cuthbertson St	Walkup Ave to Mason St	30	\$ 209,000
24	Carroll St	Between Charlotte Avenue and Highway 74	30	\$ 310,000
25	Griffith Road	From Sunset Dr to the City Limits	30	\$ 300,000
26	Redwine St	Walkup Ave to Mason St	29	\$ 239,000
27	Ashcraft	Sutherland Avenue to Richardson Street	23	\$ 455,000

TOTAL: \$ 7,329,190



## STAFF REPORT

**TO:** Public Enterprise Committee  
**VIA:** Mark Watson, City Manager  
**DATE:** August 12, 2025  
**FROM:** Robert Miller, General Manager of Energy Services and Water Resources  
**PREPARED BY:** Richard Price, Energy Services Business Process and Systems Manager  
**SUBJECT:** Advanced Metering Infrastructure for Energy Services

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### SUMMARY STATEMENT

Energy Services staff requests the City Council to consider awarding contracts to Wesco Distribution Inc. as the selected vendor for the Advanced Metering Infrastructure (AMI) project and approving a Budget Ordinance to provide the necessary additional funding.

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### REVIEW

Several departments of the City teamed together to evaluate the potential AMI project for the City of Monroe. Bids were solicited for the Electric and Natural Gas portion of this project and Wesco Distribution Inc. is the lowest responsive bidder. This solution is comprised of Hubbell Aclara electric meters, gas meter modules, AMI communication network, AclaraONE® Head End / MDM system, and Parsons Customer Engagement portal. The project will be administered through two contracts:

Contract #1: includes AMI system development and integration with a cost of \$5,381,884.53

Contract #2: includes AMI meter installation and removal services with a cost of \$1,519,318.85

Total Project Cost: \$6,901,203

To fund the electric AMI project, \$3,214,983 needs to be transferred from the Electric Undesignated Capital Project EL9900 to capital project EL1701 AMI Metering Solutions. To fund the natural gas AMI project, \$1,478,444 needs to be transferred from the Natural Gas fund balance to capital project NG1902 AMI Metering Solutions. Budget Ordinance BO-2025-16 is proposed to transfer this funding.

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## **RECOMMENDATION**

Staff recommends that Public Enterprise Committee approves the request to place this item on City Council's August 12<sup>th</sup>, 2025 strategic agenda and that Council approves the associated budget ordinance BO-2025-16, the two contracts between the City of Monroe and Wesco, and to authorize the City Manager to execute the necessary documents.

Attachment(s):

- 2025-08-05 – PEC AMI Project Presentation
- Budget Ordinance BO-2025-16
- City of Monroe/Wesco Contract for AMI Project System Deployment
- City of Monroe/Wesco Contract for AMI Project Installation Services

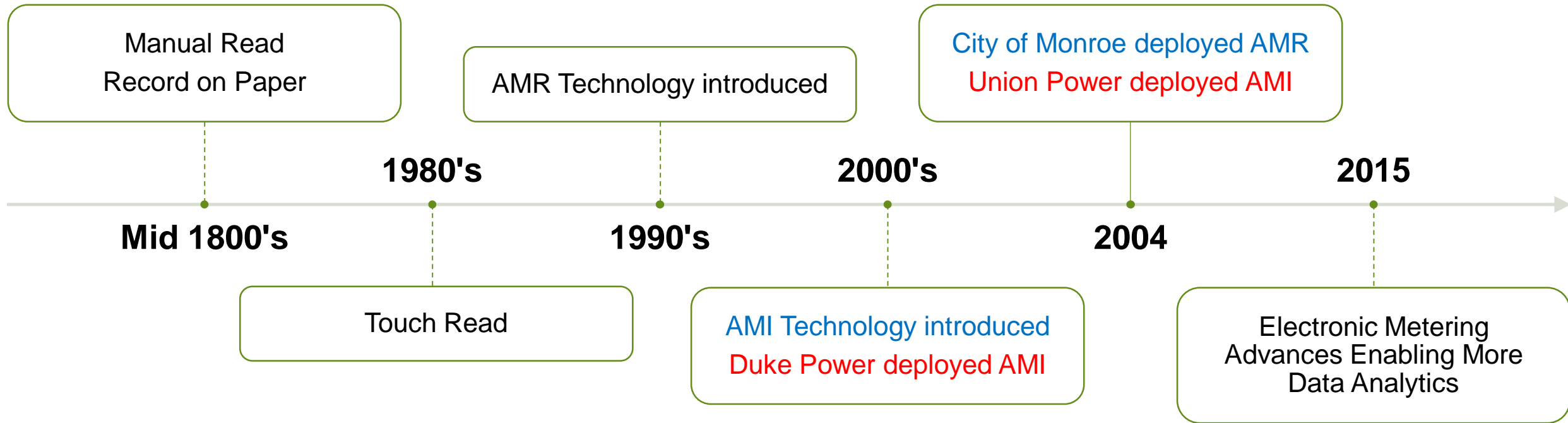
# Advanced Metering Infrastructure (AMI)

Public Enterprise Committee  
August 5, 2025

# Outline

1. AMI System
2. Benefits of AMI
3. Project Process
4. Project Financial Information
5. Recommendation/Next Steps

# Utility Meter Reading History



# AMI System

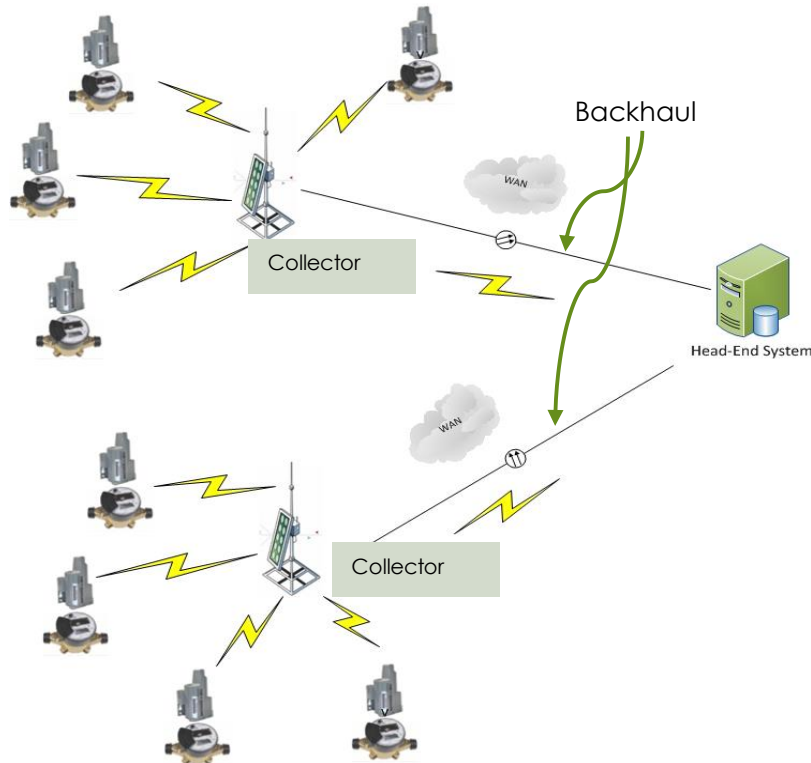
The City of Monroe will use the AMI system to read all electric and natural gas customer consumption.

The AMI system will be setup to use the current meters and the new meters throughout the project transition from AMR to AMI.

The AMI system will be set up for to read water meters in the future. Once the system is set up Water Resources will begin to require/install AMI water meters and transition through attrition.

# AMI System

Advance Metering Infrastructure or AMI allows two-way communication between a customer's meter and the utility and provides near real-time information regarding system health and customer consumption.



## AMI System

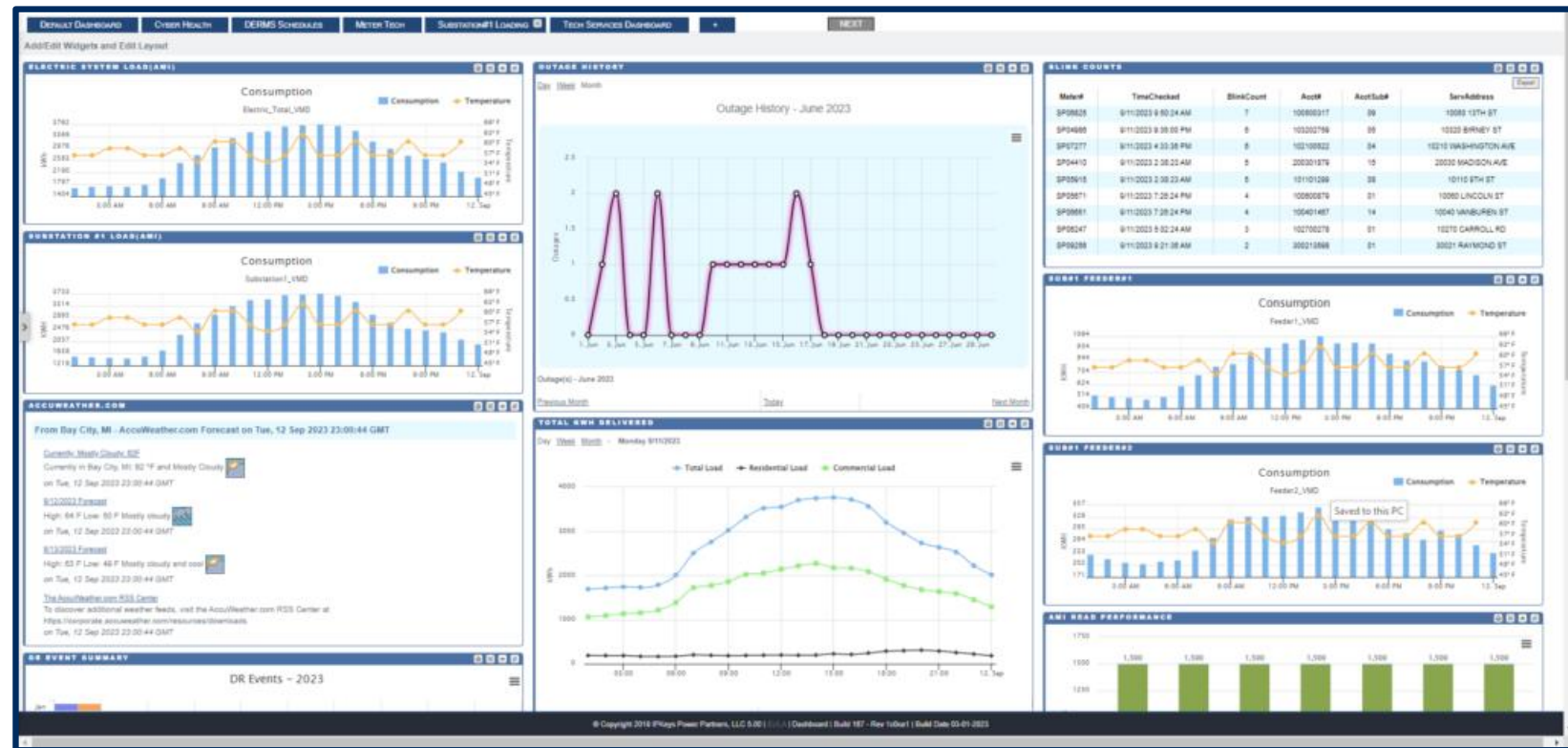
- Higher Power Radio
- Licensed Frequencies
- Longer Communications distance
- Customer Engagement Portal

*Communications Direct from Endpoints to “Collectors” and “Collectors” to the centralized system*

- Meter Reading
- Alerts
- Customer Communication

# Customer Engagement Portal

- Transparency to customers on consumption
- Platform for communication between utilities and customers  
System can be leveraged for City communications.
- Customers learn about behavior, consumption, and conservation
- Field Personnel can use CEP tools to support field investigations



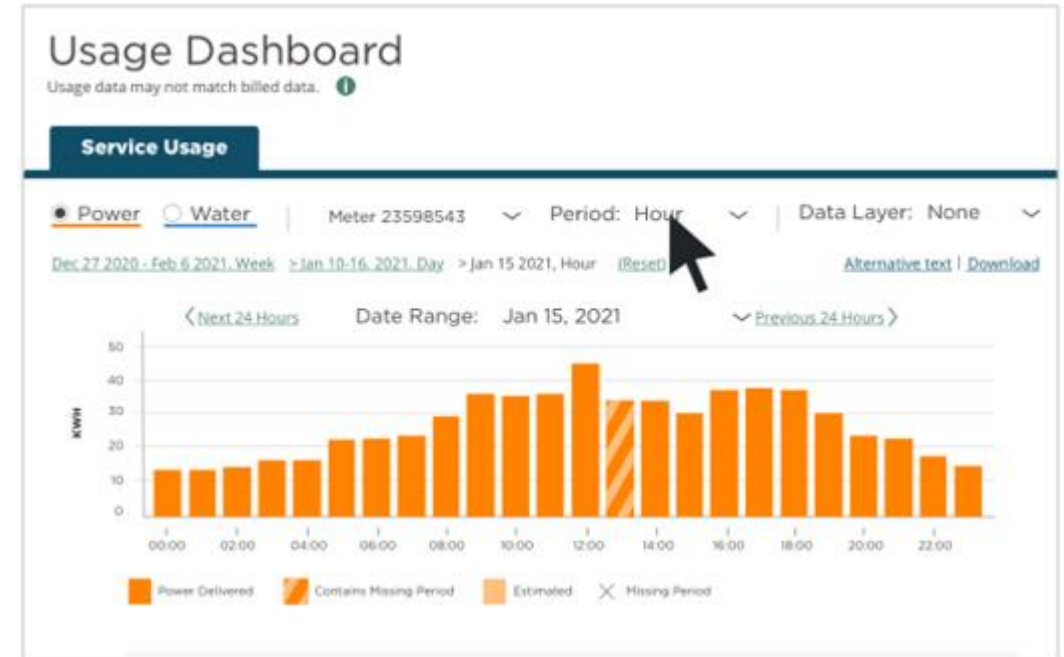
# Benefits of AMI

## Increase Customer Service

- Customer Engagement System
- Timely Meter Consumption Information
- Improve CSR ability to assist Customers
- Ability to Conserve
- Improved Response Times
- Customer Efficiency Education
- Reduced or Avoided Costs
- Rate Stabilization

## Operational Efficiencies

- Improved Safety
- Improved Outage Management
- Cost of Service
- Real time Leak Detection
- Reduced Truck Rolls



## System Design and Engineering Improvements

- System Analysis / Modeling
- Efficient Engineering Designs

# Future Benefits of AMI

## Potential Future Benefits

- Potential Pre-pay for Utility Bills
  - Improves customer experience for fixed income
- Automated Customer Notifications (OMS)
  - Improves customer knowledge and understanding
- Electric System Distribution Automation
  - Improves electric system reliability, reduction of system outages
- Electric System Self Healing
  - Improves electric system reliability, reduction of system outages

# The Process

- The City completed a business case for the investment versus the benefit.
- The City completed a thorough Request for Proposal (RFP) process.
  - RFP responses were received from five vendors.
  - Wesco is recommended as the lowest responsible bidder with a proposed contract cost of \$6,901,203.



The AMI project team consist of Energy Services, Information Technology, Finance (Purchasing, Customer Service and Utility Billing), and Water Resources departments. The AMI project team completed the review and recommendations for the business case, RFP process, and contract.

# Wesco Proposal Summary

- AMI Infrastructure (Aclara)
  - 30 DCUs on City assets
    - 4 on water towers (100ft height)
    - 21 on utility poles (35-60 ft height)
    - 5 on customer poles (40ft height)
  - 15 DCUs on Third-party assets (40 ft height)
  - AclaraOne head-end system on-premises
  - Licensed 450-470 MHz Frequency
- Metering
  - Electric Res Meters: Aclara I-210+C
  - Electric C&I Meters: Aclara kV2c
  - Gas Modules: Aclara Series 3500 Gas meter communication modules
- Electric Meter/Gas MTU Installation Services
  - 13,500 Electric meter remove/install
  - 14,000 Gas meter communication modules remove/install
- Meter Data Management System
- Customer Engagement Portal

Contract Cost : \$6,901,203

# Financial Benefit for Customers

Financial Metric	Energy Services
<b>Total 20 Year Est. Benefits</b>	<b>\$22.52M</b>
<b>Total 20 Year Est. Costs</b>	<b>\$8.76M</b>
Capital Expense (CapEx)	\$6.90M
Annual OpEx for 20 Years	\$1.86M
<b>Payback Period (Years)</b>	<b>&lt;8 Years</b>

# Project Budget

Contract Cost: \$6,901,203

## Electric Fund

Project share

=\$4,189,762

Available Capital Project Fund (EL 1701)

=\$974,780

Budget Ordinance B-2025-16

=\$3,214,982

Remaining Fund Balance = \$89,049,740

**153.5%** of FY 26 Adopted Budget

## Natural Gas Fund

Project share

=\$2,711,441

Available Capital Project Fund (NG 1902)

=\$1,232,997

Budget Ordinance B-2025-16

=\$1,478,444

Remaining Fund Balance = \$29,482,808

**96.43%** of FY 26 Adopted Budget

Fund balance policy is 60% of current adopted budget.

The AMI Project will not require a rate increase.

# Recommendation/Next Steps

## Recommendation:

- **PEC Approve Contracts**
- **PEC Approve Budget Ordinance BO-2025-16 for Electric and Natural Gas**

## Next Steps

- August 2025 = Present to council
- August 2025 = City Manager execute contract with Wesco
- August/September 2025 = Notice to Proceed
- December 2026 = Initial Deployment Area and System Testing
- September 2028 = Full AMI System Operational

# Questions



**CAPITAL PROJECT BUDGET ORDINANCE  
 ADVANCED METERING INFRASTRUCTURE  
 BO-2025-16**

**WHEREAS**, the City Council has previously approved funding for the assessment and bidding of Electric and Natural Gas Advanced metering projects; and,

**WHEREAS**, Electric AMI Metering Solution project (EL1701) and Natural Gas AMI Metering Solution project (NG1902) have been created to implement this solution; and

**WHEREAS**, Wesco Distribution Inc. was the lowest responsive bidder and staff recommends awarding contracts totaling \$6,901,204 to cover the system development, installation and removal of the old meters; and

**WHEREAS**, additional funding totaling \$3,214,983 in the Electric Utility and \$1,478,444 in the Natural Gas Utility is needed in the existing capital projects. Electric Funding will be obtained through a transfer from the reserve for undesignated capital projects and Natural Gas funding will be obtained through a transfer from the Natural Gas Fund reserves.

**NOW, THEREFORE, BE IT ORDAINED** that the City Council hereby transfers to the Electric and Natural Gas AMI Metering Solution projects and appropriates the following revenues and expenditures:

**Electric Capital Project Fund:**

Revenue:		
Transfer from Undesignated Capital Project EL9900	\$3,214,983	
Expense:		
Project EL1701 – Advanced Meter Infrastructure (AMI)	\$3,214,983	
Transfer to Capital Project EL1701		\$3,214,983
Reserve for Future EL9900		(\$3,214,983)

**Natural Gas Fund:**

Revenue:		
Appropriation from Fund Balance		\$1,478,444
Expense:		
Transfer to Natural Gas Project Fund		\$1,478,444

**Natural Gas Capital Project Fund:**

Revenue:

Transfer from Natural Gas Fund

\$1,478,444

Expense:

Project NG 1902 – Advanced Meter Infrastructure (AMI)

\$1,478,444

Adopted this 12<sup>th</sup> day of August, 2025.

Attest:

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Robert A. Burns, Mayor

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Bridgette H. Robinson, City Clerk



**STAFF REPORT**

**TO:** Public Enterprise Committee

**VIA:** Mark Watson, City Manager

**DATE:** August 5, 2025

**FROM:** Lisa Stiwinter, Planning and Development Director

**PREPARED BY:** Bryson Hester, Transportation Planner

**SUBJECT:** Resolution to Endorse the Comprehensive Transportation Plan (CTP) Amendment Public Comment Responses for Rocky River Road & US 74 Grade Separation Project

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**SUMMARY STATEMENT**

The Public Enterprise Committee is requested to consider endorsing the Rocky River Road & US 74 Grade Separation Comprehensive Transportation Plan (CTP) amendment following the completion of the required public comment period. Endorsement from City Council will allow the amendment to advance to the CRTPO Technical Coordinating Committee (TCC) and Board for final adoption to the CTP.

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**REVIEW**

US 74 is the main east-west corridor through Union County, carrying 45,000-55,000 vehicles per day and serving freight traffic bound for the Monroe Expressway and Charlotte Region airports. At Rocky River Road, the corridor is controlled by a full-movement signalized intersection, it currently experiences peak-hour queues and a crash rate above the statewide average for like facilities and no dedicated pedestrian or bicycle crossing.

Both Monroe and Indian Trail are advancing separate widening projects on either side of the intersection that will convert US 74 to a six-lane median-divided facility. Leaving Rocky River Road at grade would create a future bottleneck.

A grade separation was identified as a feasible long-term solution to eliminate conflict points and preserve posted speeds once six-lane widening is in place.

Because grade separations are classified as “new grade separated improvements” in Charlotte Regional Transportation Planning Organization (CRTPO)’s Comprehensive Transportation Plans (CTP) they must be explicitly added to the CTP map.

These additions can only be made through a procedural amendment, which requires effected jurisdictions to complete a public engagement process and adopt a supporting resolution. Council initiated this procedural amendment on October 8, 2024 (R-2024-66) to account for a proposed grade separation at Rocky River Road and US 74, a comment period was held from May 21<sup>st</sup> to June 20, 2025. Notices were posted on the City website and social media channels, distributed to surrounding municipalities and promoted through a drop-in public meeting on June 17. In total, 193 comments were received: 188 via an online survey and 5 via paper survey. Approximately 52% of respondents expressed support, citing anticipated safety improvements, congestion relief, and stronger access to the airport employment center. 14% raised concerns, primarily about construction impact on local business, potential noise, and the adequacy of pedestrian and bicycle accommodations. The remaining 34% were neutral or undecided.

Planning staff reviewed every submission, and determined that no changes to the proposed alignment or project description are warranted.

Council endorsing the amendment does not obligate city funds. Project development and construction cost will be advanced through separate NCDOT and CRTPO programming actions. Upon endorsement, staff will present the public comments for information at CRTPO TCC and Board in September.

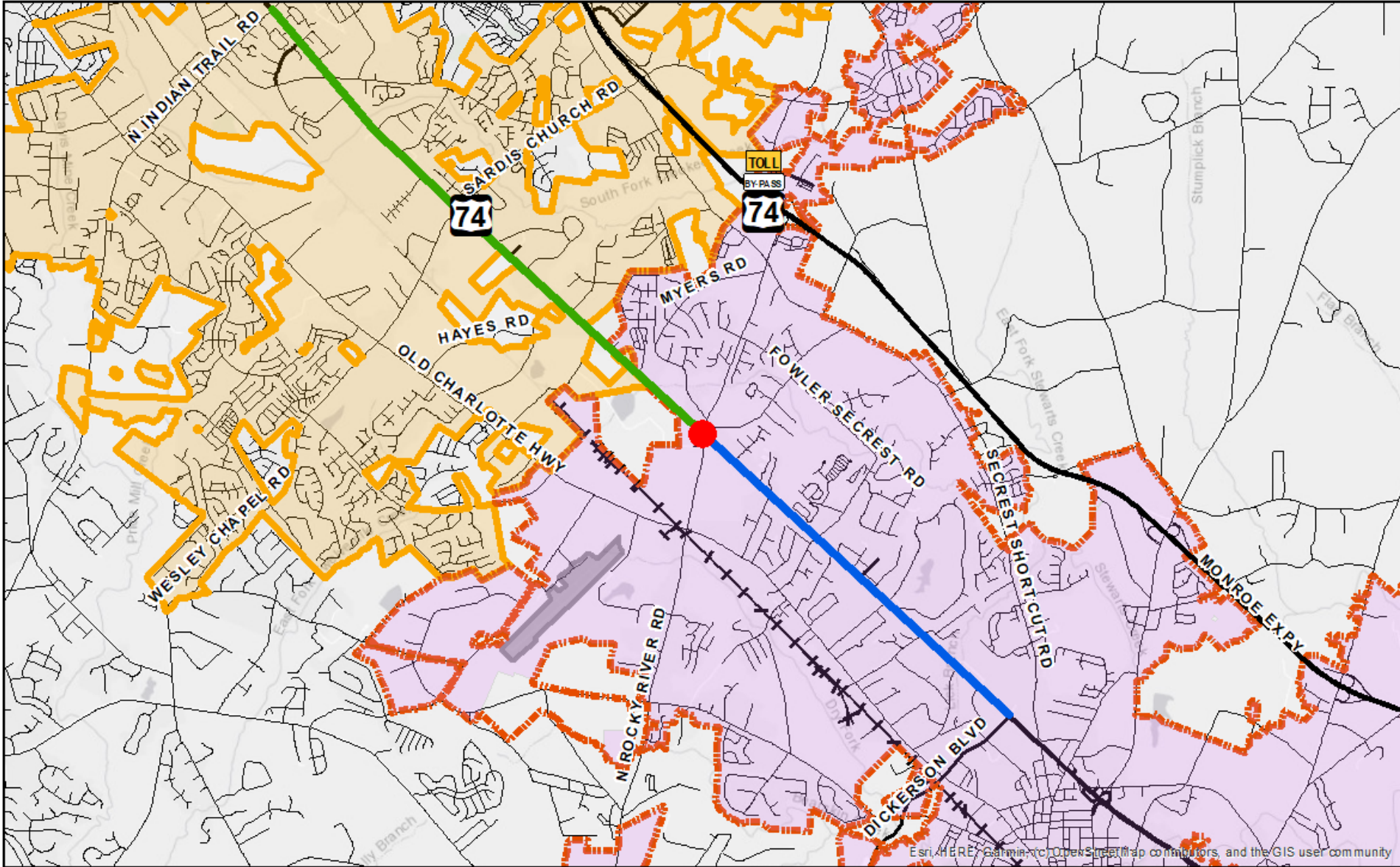
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### **RECOMMENDATION**

The Public Enterprise Committee is recommended to consider endorsing the Comprehensive Transportation Plan (CTP) Amendment following the public comment period for the Rocky River Road & US 74 Grade Separation Project. The Public Enterprise Committee’s recommendation will be forwarded to City Council for approval.

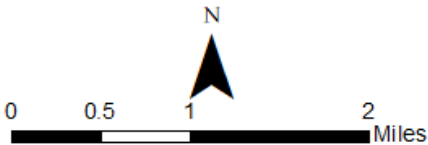
**Attachment(s):**  
CTP Map Layout  
Public Comment Master Spreadsheet  
Resolution R-2025-37



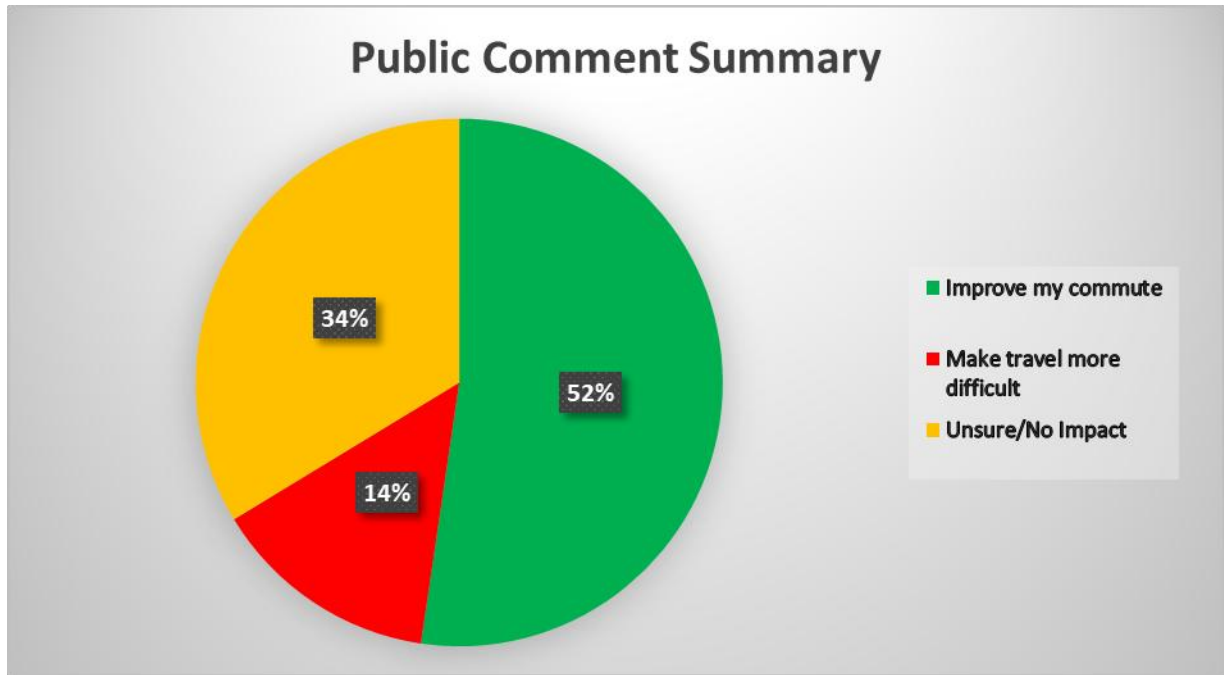
Esri, HERE, Garmin, © OpenStreetMap contributors, and the GIS user community

Legend	
<span style="color: red;">●</span> Proposed Grade Separation Project	<b>US 74 Widening Projects</b>
<span style="background-color: gray; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> Airport	<span style="color: blue;">—</span> U-5764 (Monroe)
<span style="background-color: #e6e6fa; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> Monroe City Limits	<span style="color: green;">—</span> HP-0001 (Indian Trail)
<span style="background-color: #ffcc00; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span> Indian Trail Town Limits	<b>Roads</b>
<span style="border-bottom: 1px dashed black; width: 15px; display: inline-block;"></span> Railroad	<span style="border-bottom: 2px solid black; width: 15px; display: inline-block;"></span> Roads

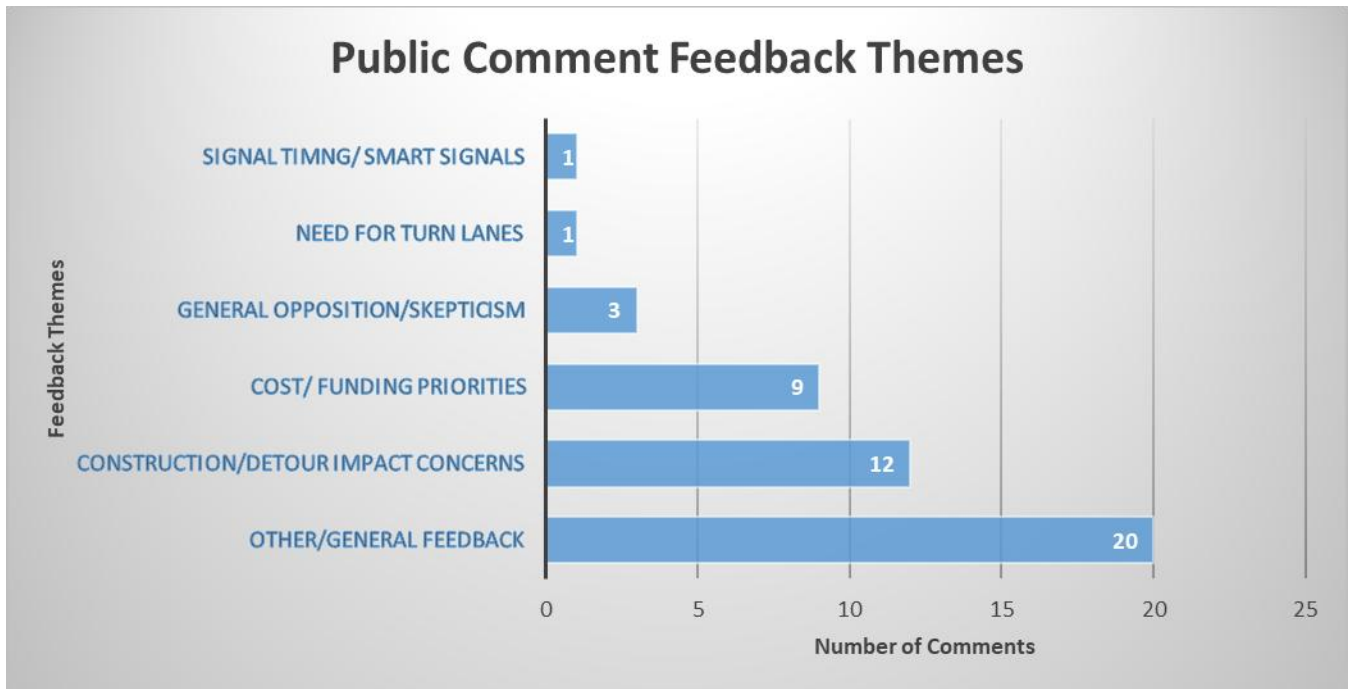
**US 74 & Rocky River Road  
Grade Separation CTP Amendment**



Category	# of Responses
Improve my commute	101
Make travel more difficult	27
Unsure/No Impact	65



Comment Themes	# of Responses
Other/General Feedback	20
Construction/Detour Impact Concerns	12
Cost/ Funding Priorities	9
General Opposition/Skepticism	3
Need for Turn Lanes	1
Signal Timng/ Smart Signals	1



**RESOLUTION TO ENDORSE THE ROCKY RIVER ROAD & US 74 GRADE  
SEPARATION CCOMPREHENSIVE TRANSPORTATION PLAN AMENDMENT  
R-2025-37**

**WHEREAS**, on October 8, 2024, the Monroe City Council adopted Resolution R-2024-66 authorizing staff to initiate a Comprehensive Transportation Plan (CTP) amendment for the Rocky River Road & US 74 Grade Separation project and to conduct the required public engagement, the required 30-day public comment window was open from May 21 to June 20, 2025, with notices posted on the City website, social media channels, and distributed to surrounding municipalities,

**WHEREAS**, the City received 193 comments, 188 through online survey, 5 though paper survey via in-person public meeting of which approximately 52 percent expressed support, 14 percent expressed opposition or concern, and 34 percent were neutral or uncertain;

**WHEREAS**, the primary comments of support cited improved safety, reduced congestion and better connectivity, while concerns focused on business access during construction,

**WHEREAS**, staff reviewed all input, and determined that no substantive changes to the proposed project description are necessary; and

**WHEREAS**, the CTP amendment process requires each affected jurisdiction to endorse the amendment prior to Technical Coordinating Committee (TCC) and Charlotte Regional Transportation Planning Organization (CRTPO) Board action.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Monroe adopts the Resolution endorsing the Rocky River Road & US 74 Grade Separation amendment to the Charlotte Regional Transportation Planning Organization (CRTPO). City staff is directed to transmit this resolution, public-comment log, and updated GIS files to CRTPO for consideration by the TCC and CRTPO board.

Adopted the 5<sup>th</sup> day of August, 2025.

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Robert A. Burns, Mayor

Attest:

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Bridgette H. Robinson, City Clerk



**STAFF REPORT**

**TO:** Public Enterprise Committee  
**VIA:** Mark Watson, City Manager  
**DATE:** August 5, 2025  
**FROM:** Rob Miller, General Manager of Energy Services and Water Resources  
**PREPARED BY:** Steve Buchanan, Water Resources Maintenance and Construction Manager  
**SUBJECT:** Purchase of one (1) Mack Dump Truck

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**SUMMARY STATEMENT**

Water Resources Staff requests the Public Enterprise Committee to consider approving the purchase of a Mack Dump Truck for the City of Monroe Maintenance Division.

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**REVIEW**

The Water Resources Maintenance Division staff has identified the need to purchase equipment for hauling spoils, rock, and fill dirt to maintain the water and sewer systems. The current dump truck used for hauling spoils, rock, and fill dirt has reached the end of its useful life and is in need of replacement.

A bid was received for a dump truck that meets all of the needs for Maintenance through Sourcewell contract # 032827-MAK. 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.

Mack Truck Sales of Charlotte, Inc. provided a quote to the City of Monroe for a Mack Dump Truck in the amount of \$123,952.00 that meets the requirements of Sourcewell. Therefore, staff recommends purchasing the equipment through Sourcewell’s Cooperative Purchasing program

from Mack Truck Sales of Charlotte, Inc. in the amount of \$123,952.00. Sufficient funds are budgeted for the acquisition in the Capitalized Equipment account, 5108020 424010.

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**RECOMMENDATION**

It is the recommendation of Staff that Public Enterprise Committee take the following action:  
Motion to approve the purchase of a Mack Dump Truck from Mack Truck Sales of Charlotte, Inc. for \$123,952.00 through Sourcewell's Cooperative Purchasing program, authorize the City Manager to execute the necessary documents and send to City Council for approval on the August 12, 2025 consent agenda.

Attachment: Mack Truck Sales of Charlotte, Inc. Customer Proposal #MCMA2025000118C613

# CUSTOMER PROPOSAL



**PREPARED FOR**

CITY OF MONROE  
300 W CROWELL ST  
MONROE  
NC 281124648

**DATE**

6/30/2025

**PREPARED BY**

MACK TRUCK SALES OF CHARLOTTE, INC.  
3609 TRAILER DR  
CHARLOTTE  
NC 282694496

**QUOTE INFORMATION**

MCMA2025000118C613  
MD7 42R  
Qty: 1





Thank you for giving us this opportunity to provide a quote.

This proposal contains the complete specification and performance details of the Mack truck configured for your application. Every proposed spec from Mack is prepared with the highest return on investment as the key objective for our customers, reflecting Mack's focus on application excellence to deliver maximum uptime, fuel economy, reduced maintenance, driver satisfaction and productivity, and high resale value. The enclosed spec has been carefully designed to meet all these objectives.

Beyond the technical specifications contained in this proposal, it's important to remember that each Mack truck is backed by Mack Connect, the industry's leading uptime and productivity solution, plus a coast-to-coast network of Mack dealer service locations.

2025 marks 125 years of contributing to our customer's legacy of success. By becoming a Mack owner, you become part of a proud heritage established by a community of people driven to be the very best. You can depend on Mack to help power your drive to succeed!

I look forward to meeting with you to discuss any questions you might have regarding this proposal.

Yours sincerely,

**Ethan Brown**

MACK TRUCK SALES OF CHARLOTTE, INC.

**PREPARED FOR**

CITY OF MONROE  
300 W CROWELL ST  
MONROE  
NC 281124648

**DATE**

6/30/2025

**PREPARED BY**

MACK TRUCK SALES OF CHARLOTTE, INC.  
3609 TRAILER DR  
CHARLOTTE  
NC 282694496

**QUOTE INFORMATION**

MCMA2025000118C613  
MD7 42R  
Qty: 1

# TECHNICAL SPECIFICATION

## MD7 42R



				WEIGHT (LB)	
CUSTOMER/VEHICLE INFO		DESCRIPTION		FRONT	REAR
S	002GO2	CHASSIS (BASE MODEL)	MD742 - GEN2 - 42R MEDIUM DUTY, CLASS 7 w/ 6.7L, (MAX 33,000lbs GVWR) 107" BBC	2,095	552
	0050L5	VEHICLE USE & BODY/TRAILER TYPE	DUMP TRUCK	0	0
	0341A2	VEHICLE VOCATION	PICKUP & DELIVERY / SHORT HAUL SERVICE	0	0
S	MP2001	CUSTOMER FLEET SIZE	DEALER FLEET WITH LESS THAN 25 VEHICLES IN OWN FLEET OF ANY VEHICLE BRAND	0	0
S	013001	TYPE OF SERVICE	COMMERCIAL	0	0
	694DDD	Order Subject to Meeting All Mack Policies, Terms and Conditions,	Including but not Limited to Applicable CARB and/or Section 177 States' Regulation requirements	0	0
	M84033	INTENDED REGISTRATION LOCATION	NORTH CAROLINA	0	0
S	M98018	WARRANTY REGISTRATION LOCATION	USA - WARRANTY REGISTRATION LOCATION	0	0
	MBT05T	EMISSION WARRANTY CERTIFICATION	EPA (only) Cummins Diesel 6.7L	0	0
S	5050B5	INITIAL REGISTRATION LOCATION	USA REGISTRATION	0	0
S	534014	LANGUAGE-PUBS/DECAL/SIGNS	ENGLISH	0	0
S	032A99	OPERATING TERRAIN GRADE CONDITIONS	CITY, STARTING GRADES<6%	0	0
S	033A20	LOADING SURFACE FACTOR	ASPHALT LOADING AND / OR UNLOADING SURFACE	0	0
S	MOC007	OPERATING CLASS	OPERATING CLASS 7; 33000lb GVWR	0	0

				WEIGHT (LB)	
ENGINE & TRANSMISSION		DESCRIPTION		FRONT	REAR
S	78AC5X	EMISSION ON BOARD DIAG CONTROL	EMISSION OBD, DISPLAY ONLY, USA2016	0	0
	1003L0	ENGINE / MOTOR	ISB6.7-300 DIESEL CUMMINS 300HP @ 2600RPM (GOV) 660 LB-FT, US21	1,586	-28
	1361W6	TRANSMISSION	3000 RDS 6 SPEED ALLISON GEN6 W/PROGNOSTICS, WITH PTO PROVISION	521	89
S	E7EA1X	FUELSENSE CALIBRATION	ALLISON FUELSENSE, NEUTRAL AT STOP	0	0
S	B1EC1X	TRANSM AUTO NEUTRAL ON P-BRAKE	AUTO NEUTRAL SINGLE INPUT WITH SHIFT SELECTOR OVERRIDE	0	0

				WEIGHT (LB)	
ENGINE & TRANSMISSION EQUIPMENT		DESCRIPTION		FRONT	REAR
	HTXB2X	ENGINE BRAKE TYPE	VGT TURBO EXHAUST BRAKE (DIESEL ONLY)	0	0
	JDXA1X	CRUISE CONTROL	CRUISE CONTROL	0	0
S	132AB9	ALTERNATOR	DELCO 12V 160A (28SI) BRUSH-TYPE	0	0
	3180A8	BATTERY DISCONNECT SWITCH	BATTERY DISCONNECT SWITCH	5	0
S	NCXD1X	STARTER MOTOR	12 VOLT MELCO STARTER (MITSUBISHI ELECTRIC)	0	0
S	5NXB7X	ENGINE BLOCK HEATER	120 VOLT / 0.75 KW, ENGINE BLOCK HEATER	3	0
S	TYXZ1X	POWER TAKE OFF CONTROL	WITHOUT POWER TAKE OFF CONTROL	0	0

				WEIGHT (LB)	
AXLE & SUSPENSION		DESCRIPTION		FRONT	REAR
S	2400S0	FRONT AXLE	12,000LB MERITOR MFS+ 5400 KG	1,142	0
S	2440C4	SPRINGS - FRONT	MACK TAPERLEAF 12300# (5500 KG) GROUND LOAD RATING	0	0
S	2410A1	FRONT AXLE BRAKES	MERITOR "S" CAM TYPE 16.5" x 5" Q+	0	0
S	1JAAAX	PARKING BRAKE VALVE	PARKING BRAKE VALVE, 1 YELLOW KNOB, ALL PARKING	0	0

PRICELIST DATE

20240812

QUOTATION

MCMA2025000118C613

DATE

6/30/2025

PAGE

3 of 10

# TECHNICAL SPECIFICATION *(cont.)*



				WEIGHT (LB)	
AXLE & SUSPENSION		DESCRIPTION		FRONT	REAR
S	698078	ANTILOCK BRAKE SYSTEM	BENDIX WITH TRACTION CONTROL 4S4M	9	5
	252002	REAR AXLE - SINGLE	21000# (9525 kg) MERITOR MS-21-14X, (W/ DIFF LOCK) CASING 11.0mm	0	1,189
S	260AA5	REAR SUSPENSION - SINGLE	21000# (9525kg) MULTILEAF	0	481
	ZAX99X	SUSPENSION LEVELLING DEVICE (CA in PC29 only)	WITHOUT SUSPENSION LEVELLING DEVICE	0	0
S	253AA4	BRAKES - REAR	MERITOR "S" CAM 16.5"x7" Q+	0	0
S	TAXNFX	REAR AXLE RATIO	RATIO 5.57, REAR AXLE	0	0

				WEIGHT (LB)	
CHASSIS EQUIPMENT		DESCRIPTION		FRONT	REAR
	DPF07F	DPF DIESEL PARTICULATE FILTER	CUMMINS SINGLE MODULE E.A.T.S. RH SIDE UNDER CAB US17 (7L over 271HP only!!)	91	71
S	130AA9	EXHAUST	UNDERFRAME RIGHT SIDE INBOARD MOUNTED (Diesel engines only)	0	0
S	L3XN3X	BODY BUILDER MODULE	EL PREP KIT, TMC RP1404 EL. INTERFACE NO BODYBUILDER MODULE	0	0

				WEIGHT (LB)	
FRAME EQUIPMENT & FUEL TANKS		DESCRIPTION		FRONT	REAR
	271205	WHEELBASE	205" Wheelbase (138" CA) 75" After-frame	574	525
S	274194	FRAME RAILS	STEEL - 260MM X 70MM X 8MM -- (10.24" X 2.75" X 0.31" ); RBM 1,580,000 LB-IN	0	0
	JVXC1X	PRIMARY FUEL FILTER	DAVCO 245 FUEL FILTER/SEP/PRIME PUMP/12V PRE-HEAT (Diesel engines only)	16	0
S	288AC2	FUEL TANK - LH	50 GALLON (190 L) 22" ALUMINUM ROUND	128	40

				WEIGHT (LB)	
CAB INTERIOR		DESCRIPTION		FRONT	REAR
S	20XA1X	KEY TYPES FOR DOORS	BASIC UNIQUE KEY	0	0
S	198048	SPEEDOMETER -&- GAUGES - UNIT(S) OF MEASURE	U.S. UNITS (PREDOMINANT)	0	0
S	MCQ01Q	LANE SUPPORT SYSTEM (LSS)	WITHOUT LANE SUPPORT SYSTEM	0	0
S	3MBA1X	PARK BRAKE ALARM	PARK BRAKE ALARM, SOUNDS IF BRAKE OFF & DRIVER'S DOOR OPENED	0	0
S	5RXZ1X	BACK-UP ALARM	WITHOUT BACK-UP ALARM	0	0
S	PVXA2X	AIR RESTRICTION INDICATOR	MECHANICAL, GRADUATED, ON FILTER	0	0
S	LSXH1X	DAYTIME RUNNING LIGHTS	DRL WHEN ENGINE RUNNING & PARK BRAKE OFF	0	0
S	40XZ1X	FIRE EXTINGUISHER	WITHOUT FIRE-EXTINGUISHER	0	0
S	4VXABX	WARNING TRIANGLE	WITHOUT WARNING TRIANGLE	0	0
S	F8XAVX	AUDIO SYSTEM	RADIO, AM/FM, MP3, WEATHER BAND, W/ MUTE IN REVERSE	0	0
S	5EAA1X	AUDIO INTEGRAT. PHONE HANDSFRE	AUDIO INTEGRATED HANDSFREE PHONE, BLUETOOTH	0	0
S	5FAA1X	AUDIO COMMUNICATION CONNECTOR	AUDIO COMMUNICATION CONNECTOR, USB AUDIO	0	0
S	0LAA1X	AUDIO SHUTOFF	AUTOMATIC AUDIO SHUTOFF, REVERSE ENGAGED	0	0
S	D6XS1X	COMMUNICATION EQUIPMENT	FACTORY INSTALLED GEOTAB FLEET MANAGEMENT SYSTEM	0	0
S	00401E	INTERIOR TRIM	PREMIUM SATIN FINIFH INTERIOR TRIM, WITH OVERHEAD STORAGE CONSOLE	0	0
S	19603E	SEAT - DRIVER'S	MACK-AIR, VINYL HIGH BACK, 1 CHAMBER AIR LUMBAR	82	0
	3ZXG2X	DRIVER SEAT	MACK DRIVERS SEAT, AIR SUSPENDED	0	0
	U3CA1X	DRIVERS SEAT UPHOLSTERY	DRIVERS SEAT UPHOLSTERY, VINYL	0	0

# TECHNICAL SPECIFICATION (cont.)



				WEIGHT (LB)	
CAB INTERIOR		DESCRIPTION		FRONT	REAR
S	19703R	SEAT - PASSENGER'S	MACK-FIXED, VINYL HIGH BACK	29	0
	34XB1X	PASSENGER SEAT	FIXED PASSENGER SEAT	0	0
	U4CA1X	PASSENGERS SEAT UPHOLSTERY	PASSENGERS SEAT UPHOLSTERY, VINYL	0	0
S	59200E	SEAT BELT(S)	ALL SEAT BELTS - ADJUSTABLE D-RING, BLACK	0	0
S	XRXB1X	STEERING WHEEL ADJUSTMENT	TILT / TELESCOPIC STEERING COLUMN	0	0
S	LYXF1X	STEERING WHEEL SWITCHES	FLAT BOTTOM STEERING WHEEL, WITH BUTTON CONTROLS	0	0
S	B8300M	BODY BUILDER INTERFACE	BODY BUILDER CONNECTIONS (on/in vehicle) Diesel Vehicles	0	0

				WEIGHT (LB)	
CAB EXTERIOR		DESCRIPTION		FRONT	REAR
S	438003	CAB SUSPENSION TYPE	CAB SUSPENSION TYPE, AIR	0	0
S	P8XD1X	HEADLAMPS	HEADLAMP TYPE, HALOGEN	0	0
S	6MEB4X	HOOD RADIATOR GRILLE, FINISH	HOOD RADIATOR GRILLE FINISH, MATTE BLACK	0	0
S	W9EAFX	FRONT BUMPER FINISH	STEEL FRONT BUMPER, PAINTED GLOSS BLACK	0	0
S	42400Q	DOOR / WINDOW FEATURES	ELECTRIC WINDOWS AND DOOR LOCKS	0	0
S	Q4XADX	DOOR WINDOW FRONT	PEEP WINDOW ON PASSENGER SIDE DOOR	0	0
S	1520H2	MIRRORS - EXTERIOR	STANDARD MANUAL MIRROR BOTH SIDES, BLACK (Anthem mirror)	27	0
S	58700D	GRAB HANDLES	EXTERIOR GRAB & DOOR HANDLES	0	0

				WEIGHT (LB)	
WHEELS & TIRES		DESCRIPTION		FRONT	REAR
	900AS0	TIRES BRAND/TYPE - FRONT	11R22.5 G BRIDGESTONE R268 ECOPIA (12350 lbs) (Total for QTY = 2)	243	0
	5310Y1	WHEELS - FRONT	22.5x8.25 ACCURIDE, 51487x POWDER COATED WHITE STEEL DISC (Total for QTY = 2)	128	0
	FWT002	FRONT AXLE TIRE & WHEEL QUANTITY	TWO FRONT TIRES & WHEELS	0	0
	901090	TIRES BRAND/TYPE - REAR	11R22.5 G BRIDGESTONE M760 ECOPIA (23360 lbs) (DRIVE ONLY) (Total for QTY = 4)	0	538
	346176	WHEELS - REAR	22.5x8.25 ACCURIDE, 51487x POWDER COATED WHITE STEEL DISC (Total for QTY = 4)	0	256
	RWT004	REAR AXLE TIRE & WHEEL QUANTITY	FOUR REAR AXLE TIRES & WHEELS	0	0

				WEIGHT (LB)	
PAINT		DESCRIPTION		FRONT	REAR
S	924014	PAINT TYPE	SOLID PAINT	0	0
S	944CQ2	PAINT COLOR - FIRST COLOR	GLACIER WHITE; P3029	0	0

				WEIGHT (LB)	
BASE WARRANTY & PURCHASED COVERAGES		DESCRIPTION		FRONT	REAR
S	M58038	ENGINE TOWING WARRANTY	CUMMINS ENGINES (Contact Cummins for Standard Warranty and Extended Coverage Details)	0	0
S	898002	VEHICLE WARRANTY TYPE	NORMAL DUTY WARRANTY CLASSIFICATION	0	0
S	M50AQ7	BASIC CHASSIS COVERAGE	CHASSIS PLAN 24 MO/UNLIMITED MI NORMAL DUTY PROTECTION PLAN	0	0
S	M51102	ENGINE WARRANTY	CUMMINS ENGINES B6.7 (Contact Cummins for Standard Warranty and Extended Coverage Details)	0	0
S	M52032	EMISSION COMPONENT COVERAGE	CUMMINS ENGINES (Contact Cummins for Standard Warranty and Extended Coverage Details)	0	0

# TECHNICAL SPECIFICATION *(cont.)*



				WEIGHT (LB)	
BASE WARRANTY & PURCHASED COVERAGES			DESCRIPTION	FRONT	REAR
S	M540B4	TRANSMISSION WARRANTY	ALLISON TRANSMISSIONS (Contact Allison Transmission for standard warranty and extended coverage data	0	0
S	M560V6	AIR CONDITIONING WARRANTY	AIR CONDITIONING STANDARD COVERAGE (Sealed System Only) 24 MONTHS UNLIMITED MILEAGE	0	0
S	M57028	CHASSIS TOWING WARRANTY	STANDARD CHASSIS TOWING 90 DAYS OR 5,000 MILES	0	0

				WEIGHT (LB)	
SERVICES			DESCRIPTION	FRONT	REAR
S	S02011	MACK ONECALL AND ASIST	MACK ONECALL AND ASIST - 12 MONTH	0	0
S	S06035	PARTNERED SERVICES	GEOTAB FOR MACK TRUCKS - 6 MONTH	0	0

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<b>FRONT / REAR AXLE WEIGHTS (LB)</b>	6672	3713
<b>TOTAL WEIGHT (LB)</b>	10384	

# PRICING SUMMARY

## MD7 42R

Final Unit Sales Price \$123,952.00

**Deal Size (Units)** 1

**EXTENDED DEAL SALES PRICE** **\$123,952.00**

### Pricing Comments

Sourcewell Contract: 032827-MAK

Customer Number: 32642

Chassis: \$91,671

Prep: \$2205

Body: \$25,076

Documentation Fee: \$500

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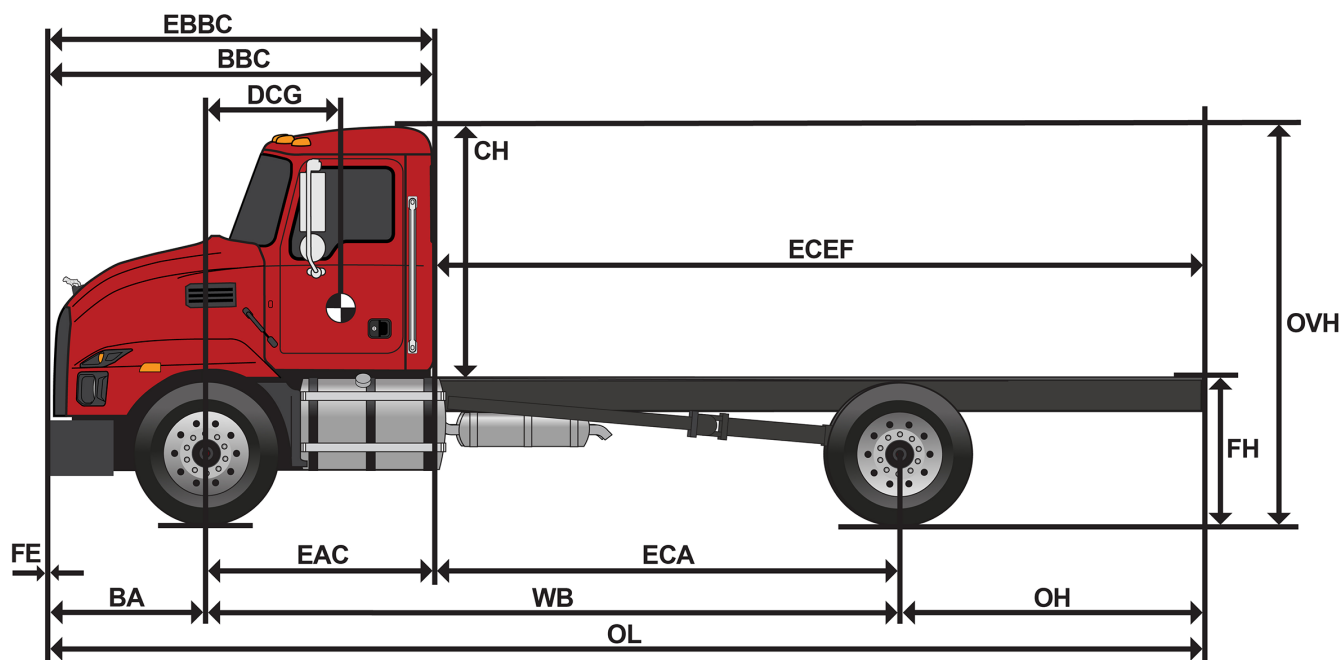
CITY OF MONROE DATE

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MACK TRUCK SALES OF CHARLOTTE, DATE  
INC.

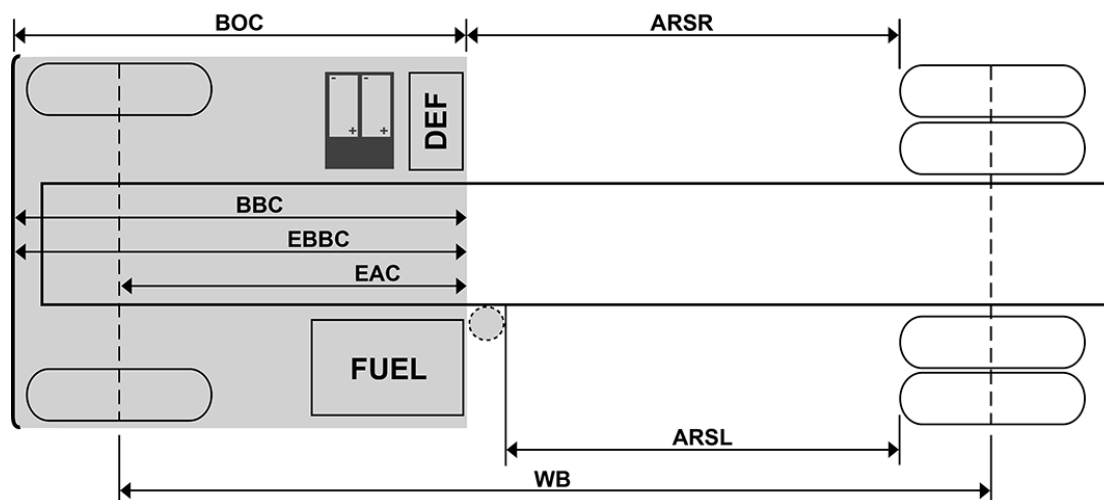
**VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY**

Description	Dwg Ref	Length	UOM
Front Frame Extension	<b>FE</b>	0.0	INCHES
Bumper to Front Axle	<b>BA</b>	40.0	INCHES
Eff. Bumper to Front Axle	<b>N/A</b>	40.0	INCHES
Wheelbase	<b>WB</b>	204.9	INCHES
Rear Overhang	<b>OH</b>	80.9	INCHES
Overall Length	<b>OL</b>	325.8	INCHES
Bumper to Back of Cab	<b>BBC</b>	107.0	INCHES
Eff. Bumper to Back of Cab	<b>EBBC</b>	107.0	INCHES
Eff. Cab to Rear Axle	<b>ECA</b>	137.9	INCHES
Eff. Front Axle to Back of Cab	<b>EAC</b>	67.0	INCHES
Eff. Cab to End of Frame	<b>ECEF</b>	218.8	INCHES
Unladen Frame Height	<b>FH</b>	40.9	INCHES
Cab Height	<b>CH</b>	69.1	INCHES
Overall Height	<b>OVH</b>	110.0	INCHES
Driver CG	<b>DCG</b>	59.1	INCHES



**VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY**

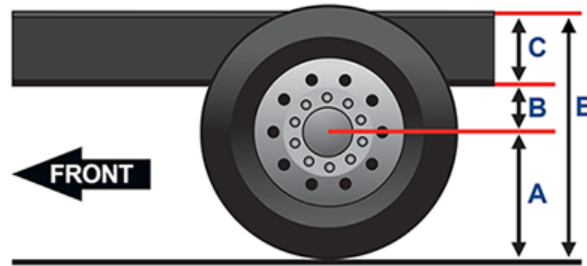
Description	Sales Code	Dwg Ref	Left Value(in)	Right Value(in)
Wheelbase	N/A	WB	204.9	204.9
Available Rail Space Right	N/A	ARSR	N/A	122.8
Available Rail Space Left	N/A	ARSL	112.8	N/A
Eff. Front Axle to Back of Cab	N/A	REF	67.0	67.0
Front Axle To Fender	001AA3	N/A	30.0	30.0
Battery Box	001AA3	N/A	0.0	25.0
50 GALLON (190 L) 22" ALUMINUM ROUND / TRUCK	288AC2 / 001AA3	N/A	41.0	0.0
Ad-Blue Tank	001AA3	N/A	0.0	6.0
Drive Tire Radius	901090	N/A	21.1	21.1



*Top View image is intended for illustration purposes only and is not presented to scale. Wheelbase, Axle Spacing and After frame are not shown as specified, but are a representation. Customer Adaptation (CA) options and relocated components are not represented in these images. Most CA options impact the variation of the image, thus an image may not populate. Calculations are approximate to a tolerance of ± 4 inches due to component mounting variation. Certain chassis component options are NOT represented in the Top View image, such as, but not exclusive to, Front Frame Extensions, Fuel Water Separators, Air Dryers, PTOs, Fifth Wheels, Chassis Fairings, Toolboxes, Trailer Connections. For further information on these items and their respective locations on your specification, please refer to the data sheets associated with those items in the configurator.*

**VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY**

Description	Sales Code	Dwg Ref	Rear		
			Unladen	Laden	UOM
Tire Radius	901090	<b>A</b>	21.1	19.6	INCHES
Suspension Height	260AA5	<b>B</b>	9.5	8.0	INCHES
Frame Depth	YBXD1X	<b>C</b>	10.2	10.2	INCHES
Total Height	N/A	<b>E</b>	40.9	37.8	INCHES



# MACK®



Mack Trucks  
[www.macktrucks.com](http://www.macktrucks.com)



**STAFF REPORT**

**TO:** Public Enterprise Committee  
**VIA:** William M. Watson, City Manager  
**DATE:** August 5, 2025  
**FROM:** Robert Miller, General Manager of Energy Services and Water Resources  
**PREPARED BY:** Richard Riser, Assistant Director of Water Resources  
**SUBJECT:** PEC is requested to consider a Developer Agreement.

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**SUMMARY STATEMENT**

This is a request for the PEC to consider a Developer Agreement to provide for a means of recouping some of the expenditures for infrastructure installed that can be used by other developments.

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**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, a Developer 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.

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**RECOMMENDATION**

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

Motion to approve the Developer Agreement with Pulte Home Company, LLC, authorization for the City Manager to execute the necessary documents and send to Council for approval on the August 12 regular agenda.

Motion to approve Ordinance O-2025-29 amending Code Section 59.04.

Attachment OR-2025-29

Attachment Developer Agreement

**ORDINANCE TO AMEND CITY OF MONROE CODE OF ORDINANCES  
TITLE V: PUBLIC WORKS  
CHAPTER 59: DEVELOPER AGREEMENTS  
O-2025-29**

**Preamble**

**Pursuant to authority granted in Article 10 of Chapter 160D of the General Statutes of North Carolina and for the purpose of promoting the health, safety, morals, or general welfare of the inhabitants of the City of Monroe,**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MONROE THAT TITLE V: PUBLIC WORKS, CHAPTER 59 DEVELOPER AGREEMENTS, OF THE CITY OF MONROE CODE OF ORDINANCES, BE AMENDED AS FOLLOWS:**

**Section 1.** Amend §59.04 (E) **WATER RESOURCES** to add the following:

Project Riverstone, Pulte Home Company, LLC, developer, approved August \_\_\_\_\_, 2025.

**Section 2.** This Ordinance shall be effective upon adoption.

Adopted this \_\_\_\_\_ day of August, 2025.

Attest:

\_\_\_\_\_  
Robert A. Burns, Mayor

\_\_\_\_\_  
Bridgette H. Robinson, City Clerk

**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 has installed CITY water and sewer main extensions to serve the proposed Riverstone Subdivision (hereinafter called "DEVELOPMENT") located 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, DEVELOPER has constructed upgrades 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, to provide future access to sewer capacity for other undeveloped land parcels listed in Exhibit A, and shown in Figure 1, DEVELOPER incurred significant costs to construct off-site sewer improvements in excess of what was necessary for the DEVELOPMENT pursuant to the City's Water and Sewer Extension Policy; 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 160D of the North Carolina General Statutes; and

WHEREAS, nothing contained herein nor entering into this Agreement shall obligate the City of Monroe to approve future development in any areas identified in Exhibit A attached hereto,

annex any property into the City of Monroe, expend funds, or take any other action except for those expressly provided for in this Agreement.

WHEREAS, the CITY has determined that, to help offset the costs the DEVELOPER incurred for the upsizing necessary to provide sewer infrastructure to the aforementioned area by installing the off-site sewer illustrated in Figure 1 and providing service capacity and size to accommodate the DEVELOPMENT and other potential development in the area; and at the sole discretion of the CITY and consistent with GS 160D, the CITY has elected to allow the DEVELOPER to recoup some of the cost incurred for oversizing beyond that level of service to accommodate the DEVELOPMENT and 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. To the extent not already completed, 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. To the extent not already completed, 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. To the extent not already completed, 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. To the extent not already completed, 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. Development approvals for any parcel shown on Exhibit A is at the discretion of the Monroe City Council in accord with City land use policies and ordinances and nothing herein obligates the City of Monroe to approve any future developments.

5. To the extent not already completed, 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. To the extent not already completed, 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, until such property owner remits to the DEVELOPER the monetary amount specified in Exhibit A. 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 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.

12. 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 approve future development or 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, to the extent these property owners develop alternative sanitary sewer systems, which does not require connection to the off-site sewer, or as otherwise provided in this Agreement. No payment schedule or commitment is guaranteed by this AGREEMENT beyond the specific terms of Paragraphs 10 and 11.

13. 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.

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

15. 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. Consideration of off-site water costs shall be handled under a separate Infrastructure Agreement.

16. 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:

City of Monroe:

Richard Riser  
City of Monroe  
Assistant Director of WR  
P.O. Box 69  
Monroe, N.C.28111

Pulte Home Company:

Dan Rossi  
Pulte Home Company  
VP Land Planning and Development, Charlotte  
11116 Lismore Ln.  
Matthews, NC 28104

17. 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.

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

19. 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.

20. 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.

21. 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.

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

23. 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)**



**STAFF REPORT**

**TO:** Public Enterprise Committee (PEC)  
**VIA:** William M. Watson, City Manager  
**DATE:** August 5, 2025  
**FROM:** Robert Miller, General Manager of Energy Services and Water Resources  
**PREPARED BY:** Richard Riser, Assistant Director of Water Resources  
**SUBJECT:** PEC is requested to consider a W Hwy 74/N Rocky River Rd./James Hamilton Rd/ Myers Rd Utility Relocation Agreement with NCDOT

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**SUMMARY STATEMENT**

The PEC is requested to consider an agreement between the City of Monroe and the NCDOT on the City of Monroe’s share of cost to relocate utilities at and around the intersections of West Highway 74/N. Rocky River Rd./James Hamilton Rd. and Myers Rd.

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**REVIEW**

The NCDOT is in the process of completing design and construction effort for intersection improvements at West Highway 74 and N. Rocky River Rd. as well as realignment/intersection improvements of N Rocky River Rd./James Hamilton Rd. and Myers Rd. As part of this project the NCDOT will be installing storm water drainage facilities and paving activities that will impact existing City of Monroe water facilities. The impacts require that these water facilities be moved or adjusted to allow for the NCDOT construction. The present State of North Carolina law provides for cost sharing of construction cost for municipalities based upon population. At this time the population of Monroe provides for a 25% cost share for the City of Monroe.

Staff has coordinated review of designs for the utility relocations and adjustments and are agreeable with the units and unit prices used to establish the estimated cost of construction. The total estimated cost to the City of Monroe has been established as \$162,891.84. Actual cost will be based upon completed cost of construction. Staff feels this is reasonable based upon the estimated cost of the project.

Budgeted funds are available.

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**RECOMMENDATION**

It is the recommendation of Staff that the PEC take the following action:

Motion to approve the agreement with the NCDOT for cost sharing of the utility relocation associated with the intersections of West Highway 74/N. Rocky River Rd./James Hamilton Rd. and Myers Rd. improvements for an estimated cost of \$162,891.84, authorization for the City Manager to execute the necessary documents and send to Council for approval on the August 12 consent agenda.

Attachment Draft Agreement

**AGREEMENT OVERVIEW**

NORTH CAROLINA  
UNION COUNTY

**DATE:** 6/26/2025

**PARTIES TO THE AGREEMENT:**

**PROJECT NUMBERS:**

NORTH CAROLINA DEPARTMENT  
OF TRANSPORTATION

TIP #: U-5703B

AND

WBS ELEMENTS: 50129.3.3

CITY OF MONROE

The purpose of this Agreement is to identify the participation in project costs, project delivery and/or maintenance, by the other party to this Agreement, as further defined in this Agreement.

**SCOPE OF PROJECT (“Project”):** This Project consists of realigning James Hamilton Road to intersect with SR 1514 (Rocky River Road) and Mayers Road in Monroe. This requires relocation of City of Monroe waterlines.

**ESTIMATED COST OF THE PROJECT:** \$ 651,567.36  
**ESTIMATED COSTS TO OTHER PARTY:** \$ 162,891.84 (25%)  
**ESTIMATED COSTS TO DEPARTMENT:** \$ 488,675.52 (75%)

**PAYMENT TERMS:** The Department will invoice the City of Monroe in accordance with the terms defined herein. Reimbursement payments shall be made in full by the City of Monroe within sixty (60) days of the invoice date.

**MAINTENANCE:** The City of Monroe is responsible for all utility maintenance.

**EFFECTIVE DATES OF AGREEMENT:**

**START:** Upon Full Execution of this Agreement

**END:** When work is complete and all terms are met.

This **Agreement** is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the **Department**, and the City of Monroe, hereinafter referred to as the **Municipality**; and collectively referred to as the **Parties**.

The **Parties** to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the **Parties** with respect to its subject matter and supersedes any previous communication or agreements that may exist.

**I. WHEREAS STATEMENTS**

**WHEREAS**, this Agreement is made under the authority granted to the **Department** by the North Carolina General Assembly under General Statutes of North Carolina (NCGS), particularly Chapter 136-27.1 and 136-27.3; and,

**WHEREAS**, the **Department** has plans to make certain street and highway constructions and/or traffic control improvements; and,

**WHEREAS**, the **Municipality** has requested that the **Department** perform work or provide services; and,

**WHEREAS**, the **Parties** hereto wish to enter into an agreement for scoped work to be performed or provided by the **Department** (including construction, reviews, goods, or services) with reimbursement for the costs thereof by the **Municipality** as hereinafter set out; and,

**WHEREAS**, the **Department** and the **Municipality** have agreed that the jurisdictional limits of the **Parties**, as of the date of entering the agreement for the above-mentioned project, are to be used in determining the duties, responsibilities, rights, and legal obligations of the **Parties** hereto for the purposes of this Agreement; and,

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

**II. RESPONSIBILITIES**

**A. DEPARTMENT**

The **Department** shall be responsible for all phases of project delivery to include utility relocation, and construction, and/or maintenance as shown in the **PROJECT DELIVERY REQUIREMENTS** Provision.

**B. MUNICIPALITY**

The **Municipality** shall be responsible for maintenance as shown in the **PROJECT DELIVERY REQUIREMENTS** Provision and payment as shown in the **COSTS AND FUNDING** Provision.

**III. PROJECT DELIVERY REQUIREMENTS**

**A. CONSTRUCTION**

- i. At the request of the **Municipality**, the **Department** shall place provisions in the construction contract for Project U-5703B, for the contractor to adjust and relocate utility

lines and/or provide betterment. The work is described as follows: Relocating City of Monroe waterlines and associated line items.

- ii. Said work shall be accomplished in accordance with plan sheets, attached hereto as Exhibit "A", cost estimate attached hereto as Exhibit "B", and project specific provisions, if applicable, attached hereto as Exhibit "C".
- iii. The Department's Standard Special Provisions binds the contractor to guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to the **Department**. The highway contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of the **Department**, and/or for use in excess of the design. Where items of material carry a manufacturer's guarantee for any period in excess of twelve months, then the manufacturer's guarantee shall apply to that particular piece of material. Appropriate provisions of the payment and/or performance bonds shall cover this guarantee for the project. Should any failure result from the conditions found in this section the **Department** would then enter into a Contract with the **Municipality** for reimbursement to be made to the **Municipality** for necessary repairs performed by the **Municipality** and/or its contractor. The Utility Relocation Agreement would be issued by the NCDOT Utilities Unit and the repairs would be coordinated between the **Municipality** and the Department's assigned Resident Engineer.

## **B. MAINTENANCE AND OPERATIONS**

- i. Upon satisfactory completion of the utility relocations and successful placement of the utility lines into service, the **Municipality** shall assume responsibility for the normal maintenance and operation of the utility lines. Upon completion of the construction of the highway project, the **Municipality** shall release the **Department** from any and all claims for damages in connection with adjustments made to its utility lines; and, further, the **Municipality** shall release the **Department** of any future responsibility for the cost of maintenance to said utility lines. The **Department** will invite the **Municipality** to the Final Inspection meeting with its contractor and will include the **Municipality** in the project acceptance notification. Said releases shall be deemed to be given by the **Municipality** upon completion of construction of the project and its acceptance by the **Department** from its contractor unless the **Municipality** notifies the **Department**, in writing, to the contrary prior to the **Department's** acceptance of the project.
- ii. The **Municipality** obligates itself to service and to maintain its facilities to be retained and installed over and along the highway within the **Department's** right-of-way limits in accordance with Paragraph B. i., the mandate of the North Carolina General Statutes and such other laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.

- iii. If at any time the **Department** shall require the removal of or changes in the location of the encroaching facilities which are being relocated at the **Municipality's** expense, the **Municipality** binds itself, its successors and assigns, to promptly remove or alter said facilities, in order to conform to the said requirement (if applicable per G.S. 136-27.1), without any cost to the **Department**.

#### IV. COSTS AND FUNDING

##### A. PROJECT COSTS

- i. The **Municipality** shall be responsible for relocation, and/or betterment, costs for utility work as shown on the attached Exhibit "A". The estimated cost to the **Municipality** is \$162,891.84 as shown on the attached Exhibit "B". The estimated cost includes a 16% charge for Engineering and Incidentals ("E&I"). The E&I percentage charge may be negotiated at the **Department's** discretion if a valid extenuating circumstance is presented by the **Municipality** and agreed to by the **Department**.
- ii. E&I charges include but are not limited to: contract administration; project management; construction engineering and inspection (CE&I); in-field plan revisions; mobilization; stationary and portable work zone signs; traffic control flaggers; law enforcement; lane closure equipment; erosion control; grading, seeding, mulching and topdressing. E&I will be invoiced based upon the actual cost of utility work, not the cost of highway work.
- iii. Upon request by the **Municipality**, the **Department** will provide the **Municipality** with an updated estimate of the utility work based on the bid amounts in the awarded highway contract.
- iv. The estimated cost of the Project is \$651,567.36. It is understood by both **Parties** that this is an estimated cost for the utility work described in this Agreement and is subject to change.
- v. The **Municipality** shall participate in 25% of all Project costs up to a maximum amount of \$162,891.84. The **Department** will participate in 75% of all costs up to \$488,675.52, and all costs that exceed \$651,567.36.

##### B. PAYMENT BY THE MUNICIPALITY

- i. Upon the satisfactory completion and the Municipality's acceptance of the relocations and adjustments of the utility lines covered under this Agreement, the **Department** may at its discretion submit an itemized invoice to the **Municipality** for partial costs incurred for the utility work. The partial cost invoice will not exceed 90% of the total utility work cost estimate. Upon completion of the highway work, the **Department** shall submit an itemized invoice to the **Municipality** for the balance of unpaid costs incurred for the utility work.

Billings will be based upon the actual bid prices, the actual quantities used, and shall include the E&I charge described above.

- ii. Reimbursement payments shall be made in full by the **Municipality** within sixty (60) days of said invoices.
- iii. If the **Municipality** does not pay said invoices within sixty (60) days of the date of the invoice, the **Department** shall charge interest on any unpaid balance at a variable rate of the prime plus one percent (1%) in accordance with G.S. 136-27.3.
- iv. Any cost incurred due to additional utility work requested by the **Municipality** after award of the construction contract, shall be solely the responsibility of the **Municipality**. The **Municipality** shall reimburse the **Department** 100% of the additional utility cost.
- v. In the event the **Municipality** fails for any reason to pay the **Department** in accordance with the provisions for payment hereinabove provided, North Carolina General Statute 136-41.3 authorizes the **Department** to withhold so much of the **Municipality's** share of funds allocated to said **Municipality** by North Carolina General Statute, Section 136-41.1, until such time as the **Department** has received payment in full.

**C. DOWN PAYMENT OR PRE-PAYMENT**

At any time prior to final billing by the **Department**, the **Municipality** may prepay any portion of the estimated cost by sending payment in accordance with the attached "Remittance Guidance". The **Department** will provide a final billing based on the actual cost, less any previous payments that have been made.

**V. STANDARD PROVISIONS**

**A. AGREEMENT MODIFICATIONS**

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all **Parties** by means of a written supplemental agreement.

**B. ASSIGNMENT OF RESPONSIBILITIES**

The **Department** must approve any assignment or transfer of the responsibilities of the **Municipality** set forth in this Agreement to other parties or entities.

**C. AGREEMENT FOR IDENTIFIED PARTIES ONLY**

This Agreement is solely for the benefit of the identified **Parties** to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

**D. OTHER AGREEMENTS**

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

**E. TITLE VI**

The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

**F. AUTHORIZATION TO EXECUTE**

The **Parties** hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective **Parties** to the terms contained herein.

**G. DEBARMENT POLICY**

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

**H. INDEMNIFICATION**

The **Municipality** will indemnify and hold harmless the FHWA (if applicable), the **Department** and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability, including those that may be initiated by third parties, in connection with the Project activities performed pursuant to this Agreement including construction of the Project, except for those claims arising out of the errors, omissions, or negligence of the **Department**, its respective officers, directors, principals, employees, agents, successors, and assigns.

**I. AVAILABILITY OF FUNDS**

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

**J. COUNTERPARTS AND ELECTRONIC SIGNATURES**

- i. This Agreement, and other documents to be delivered pursuant to this Agreement, may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document and will be effective when counterparts have been signed by each of the **Parties**. An image of a manual signature on this Agreement, or other documents to be delivered pursuant to this Agreement, will constitute an original signature for all purposes. The delivery of copies of this Agreement or other documents to be delivered pursuant to this Agreement, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Agreement or such other document for all purposes.
- ii. The **Parties** hereto further acknowledge and agree that this Agreement may be signed and/or transmitted by email or a PDF document or using electronic signature technology (e.g. DocuSign, Adobe Sign, or other electronic signature technology), and that such signed record shall be valid and as effective to bind the **Party(ies)** so signing as a paper copy bearing a handwritten signature. By selecting "I Agree", "I Accept", or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the electronic signature technology, the **Parties** consent to be legally bound by the terms and conditions of Agreement and that such act constitutes a signature as if actually signed in writing. The **Parties** also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. The **Parties** acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the electronic signature technology, will have the same effect as physical delivery of the paper document bearing an original written signature.

**K. GIFT BAN**

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

**SIGNATURE PAGE**

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

**(DOCUSIGN ONLY)**

**CITY OF MONROE**

Authorized Signer: \_\_\_\_\_ Print Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_ Title: \_\_\_\_\_

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

Finance Signer: \_\_\_\_\_ Print Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Fed Tax ID No: \_\_\_\_\_

Remittance Address: \_\_\_\_\_

Purchase Order, Ref. No., etc.: \_\_\_\_\_

Accounts Payable Contact:

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_ Print Name: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

APPROVED BY BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_ (DATE)

**SIGNATURE PAGE**

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

**(INK SIGNATURES)**

**CITY OF MONROE**

Attest: \_\_\_\_\_ Authorized Signer: \_\_\_\_\_  
By: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

Fed Tax ID No: \_\_\_\_\_ Finance Signer: \_\_\_\_\_  
Remittance Address: \_\_\_\_\_ Print Name: \_\_\_\_\_  
\_\_\_\_\_ Title: \_\_\_\_\_  
\_\_\_\_\_ Date Signed: \_\_\_\_\_

Purchase Order, Ref. No., etc.: \_\_\_\_\_ Accounts Payable Contact:  
\_\_\_\_\_ Name: \_\_\_\_\_  
\_\_\_\_\_ Email: \_\_\_\_\_  
\_\_\_\_\_ Phone Number: \_\_\_\_\_

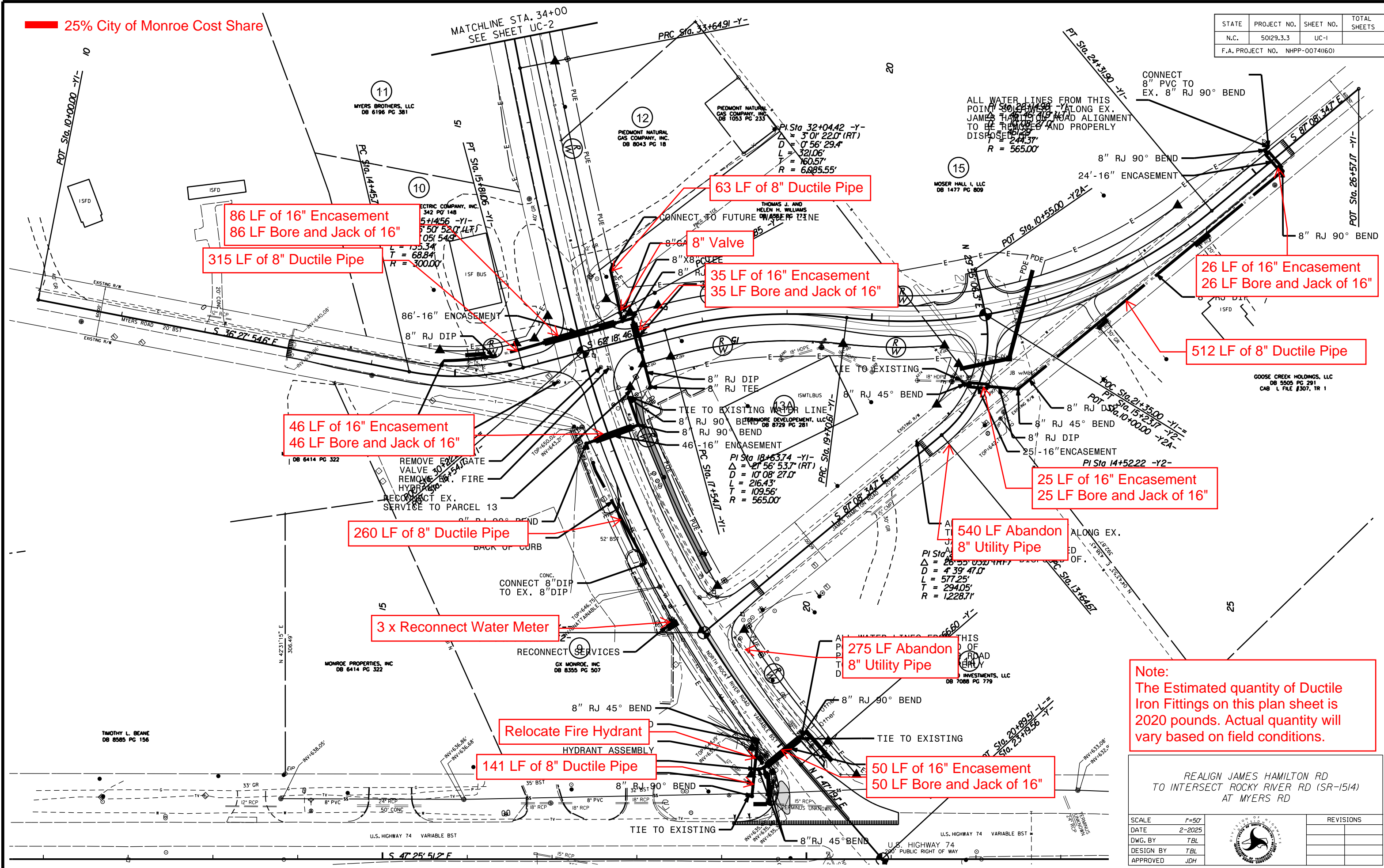
**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_ Title: \_\_\_\_\_

APPROVED BY BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_ (DATE)

25% City of Monroe Cost Share

STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS
N.C.	50129.3.3	UC-1	
F.A. PROJECT NO. NHPP-0074160			



86 LF of 16" Encasement  
86 LF Bore and Jack of 16"

315 LF of 8" Ductile Pipe

63 LF of 8" Ductile Pipe

8" Valve

35 LF of 16" Encasement  
35 LF Bore and Jack of 16"

26 LF of 16" Encasement  
26 LF Bore and Jack of 16"

512 LF of 8" Ductile Pipe

46 LF of 16" Encasement  
46 LF Bore and Jack of 16"

260 LF of 8" Ductile Pipe

25 LF of 16" Encasement  
25 LF Bore and Jack of 16"

540 LF Abandon  
8" Utility Pipe

3 x Reconnect Water Meter

275 LF Abandon  
8" Utility Pipe


Relocate Fire Hydrant

141 LF of 8" Ductile Pipe

50 LF of 16" Encasement  
50 LF Bore and Jack of 16"

Note:  
The Estimated quantity of Ductile Iron Fittings on this plan sheet is 2020 pounds. Actual quantity will vary based on field conditions.

REALIGN JAMES HAMILTON RD  
TO INTERSECT ROCKY RIVER RD (SR-1514)  
AT MYERS RD

SCALE	1"=50'		REVISIONS
DATE	2-2025		
DWG. BY	TBL		
DESIGN BY	TBL		
APPROVED	JDH		

WBS : 50129.3.3 TIP# U-5703B FA#  
 Type of Work: Waterline Relocation  
 County: Union  
 Location: Intersection of US74, James Hamilton, and Myers Rd

LINE NO.	DESC. NO.	MASTER ITEM NO.	SEC. NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
1	789	5325800000-E	1510	8" WATER LINE	1291	LF	\$165.00	\$213,015.00
2	796	5329000000-E	1510	DUCTILE IRON WATER PIPE FITTINGS	2020	LB	\$15.00	\$30,300.00
3	801	5546000000-E	1515	8" VALVE	1	EA	\$4,700.00	\$4,700.00
4	839	5649000000-N	1515	RECONNECT WATER METER	3	EA	\$2,000.00	\$6,000.00
5	873	5672000000-N	1515	RELOCATE FIRE HYDRANT	1	EA	\$7,000.00	\$7,000.00
6	936	5801000000-E	1530	ABANDON 8" UTILITY PIPE	815	LF	\$23.00	\$18,745.00
7	952	5835700000-E	1540	16" ENCASEMENT PIPE	268	LF	\$252.00	\$67,536.00
8	958	5872500000-E	1550	BORE AND JACK OF ***	268	LF	\$800.00	\$214,400.00
				ENGINEERING & INCIDENTALS	0.16		\$561,696.00	\$89,871.36
								\$561,696.00
Total Cost for Project								\$651,567.36

City of Monroe 25% Cost Share \$162,891.84  
 NCDOT 75% Cost Share \$488,675.52

PROJECT SPECIAL PROVISIONS  
Utility Construction

Where brand names and model numbers are specified in these Special Provisions or in the plans, the cited examples are used only to denote the quality standard of product desired and do not restrict bidders to a specific brand, make, or manufacturer. They are provided to set forth the general style, type, character, and quality of the product desired. Equivalent products will be acceptable.

The utility owner is the City of Monroe. The contact person is Rich Riser, and he can be reached by phone at 704-282-4646.

The provisions contained within these Utilities Construction Project Special Provisions modify the *Standard Specifications* only for materials used and work performed constructing water or sewer facilities owned by The City of Monroe.

**RELATION OF WATER MAINS TO NON POTABLE WATER LINES AND OTHER UTILITIES:**  
**(3-18-25)**

Revise the 2024 *Standard Specifications* as follows:

**Page 15-1 and 15-2, Article 1500-5 RELATION OF WATER MAINS TO NON-POTABLE WATER LINES AND OTHER UTILITIES, lines 39-42 and lines 1-5,** replace the article with the following:

Lay water mains at least 10 feet laterally from existing or proposed sanitary sewers or reclaimed water distribution lines. If local conditions or barriers prevent a 10-foot separation, lay the water main with at least 18 inches vertical separation above the top of the sanitary sewer or reclaimed water distribution pipe either in a separate trench or in the same trench on a bench of undisturbed earth.

For storm drain pipe or other utilities, lay the water main with at least 12 inches separation from the outside of the water main and the outside of the other facility.

One full length of water pipe at the point of crossing shall be located so that both joints will be as far from the sanitary sewer or reclaimed water distribution pipe as possible. If practicable, the water main shall be located above the sewer or reclaimed water distribution line.

**SUBMITTALS AND RECORDS****(9-5-23)**

Revise the 2024 *Standard Specifications* as follows:

**Page 15-2, Article 1500-7 SUBMITTALS AND RECORDS, lines 29-30**, replace the last sentence of the third paragraph with the following:

Provide one (1) digital (AutoCAD) file, one (1) PDF file, one (1) set on Mylar. City of Monroe recommends submitting a draft as-built by PDF for our review and approval prior to submitting final copies. For the Water System provide:

- Plan view and profile (if requested) showing all water facilities with stationing and offsets to all appurtenances.
- The offset dimension from the water main to the street centerline to be indicated at 250-ft intervals.
- Valve and fitting installation locations shall be noted with station number.
- The restraint joint limits for valves and fittings to be clearly stationed and labeled on profile.
- The size and material of the pipe to be called out at least once on each sheet.
- Permanent easements.
- Typical construction details to be included.
- GPS points for all valves, fire hydrants and meter boxes. XY coordinates only to be provided in AutoCAD file. No Z coordinates.



**STAFF REPORT**

**TO:** Public Enterprise Committee  
**VIA:** Mark Watson, City Manager  
**DATE:** August 5, 2025  
**FROM:** Robert Miller, General Manager of Energy Services and Water Resources  
**PREPARED BY:** Amy Cook, General Manager of Operations  
**SUBJECT:** US Army Corps of Engineers – Corps Water Infrastructure Financing Program Loan for Dam Improvements

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**SUMMARY STATEMENT**

The Public Enterprise Committee is requested to authorize the City Manager to sign the full US Army Corps of Engineers - Corps Water Infrastructure Financing Program (USACE-CWIFP) loan application for funding the Lakes and Dam Improvements Project (WR2502) and approve Water Resources to submit it to USACE-CWIFP.

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**REVIEW**

In November, 2024, the Water Resources Department (WR) was formally notified by the US Army Corps of Engineers (USACE) that the City of Monroe was selected to submit a full application for a Corps Water Infrastructure Financing Program (CWIFP) loan to support the Dam Improvements Project. At its November 4, 2024 meeting, the Public Enterprise Committee (PEC) authorized WR to notify USACE of the City’s intent to accept the invitation and proceed with submitting the full loan application.

USACE has indicated that the City may be eligible for a loan up to \$17.6 million, which would cover approximately 80% of the total estimated project cost of \$22 million. To support the City’s share of project funding, \$1 million was transferred to the Lakes and Dams Improvement Project (WR2502) in March 2025, and an additional \$3 million is programmed in the WR five-year Capital Improvement Plan (CIP) for project components not covered by the loan.

If the application is approved and the loan is formally offered, WR will present the proposed loan package - including the loan amount, terms, and debt service schedule – to PEC and City Council. At that time, WR will also seek approval to submit the necessary requests to the Local Government Commission (LGC) and NC State Treasurer, as required, before proceeding with the steps to accept the loan.

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### **RECOMMENDATION**

Is it the recommendation of Staff that the Public Enterprise Committee takes the following action:

Authorize the City Manager to sign the full USACE-CWIFP loan application, approve WR to submit it to the USACE, and forward to City Council for consideration on the August 12, 2025 consent agenda.



**STAFF REPORT**

**TO:** Public Enterprise Committee  
**VIA:** Mark Watson, City Manager  
**DATE:** August 5, 2025  
**FROM:** Rob Miller, General Manager of Energy Services and Water Resources  
**PREPARED BY:** Rich Riser, Assistant Director of Water Resources  
**SUBJECT:** Amendment to Amendment 1 to Water and Wastewater Agreement between the City of Monroe and Union County

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**SUMMARY STATEMENT**

The Public Enterprise Committee is requested to approve an amendment to the Water and Wastewater Agreement between the City of Monroe and Union County, authorize the City Manager to execute the agreement, and forward to City Council for approval.

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**REVIEW**

The City of Monroe and Union County entered into a long-term Water and Wastewater Agreement in 2005. This agreement provides Union County with 2.65 MGD of wastewater capacity at the city’s Wastewater Treatment Plant (WWTP) to serve the county, including Wingate and Marshville. The City receives 1.99 MGD of water supply from Union County’s Catawba Water Treatment Plant (WTP). The agreement is perpetual in nature, or at a minimum, remains in effect through 2099.

The agreement was previously amended on August 8, 2019 under the title **Amendment 1 to Water and Wastewater Agreement**.

Water Resources staff is proposing an additional amendment - **Amendment to Amendment 1 to Water and Wastewater Agreement** - to update Exhibit 3 of the 2019 amendment. This update reflects Union County’s cost-share allocation for the design, construction, and commissioning of Equalization (EQ) Basin #2 at the City’s WWTP. The City’s Water Resources Department has fully funded design, construction, and inspection of this project through completion.

Under this amendment, Union County will provide a lump sum payment of \$1,594,466.00 representing its allocated share of the project costs.

The Water Resources Department collaborated with the City's Legal Department to ensure appropriate content and language for the amendment. In parallel, Union County Water's leadership team reviewed and confirmed agreement with the proposed language. Final approval from the Union County Board of Commissioners will also be required.

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### RECOMMENDATION

It is the recommendation of Staff that the Public Enterprise Committee approve the **Amendment to Amendment 1 to Water and Wastewater Agreement** between the City of Monroe and Union County, authorize the City Manager to execute the agreement, and forward to the August 12, 2025 consent agenda for City Council for approval.

Attachment: Amendment to Amendment 1 to Water and Wastewater Agreement

**Exhibit 3. Monroe Allocated Wastewater Capacity to Union**

**Schedule of improvements for which monthly payments are made**

							Payment Terms		
Project	Date	Item	Percent Allocated to Union	Total Cost	Total Annual Debt Service Cost	Monthly Fixed			
						Charge	Begin Month	End Month	
1	1995	SOC	21.67%	\$0	\$154,427	\$2,789	5/1/1995	4/1/2015	
2	1994	Biosolids Facility	21.67%	\$0	\$140,644	\$2,540	3/1/1994	2/1/2019	
3	1995	Expansion	30.00%	\$0	\$255,797	\$6,395	5/1/1995	4/1/2015	
4	2006	Interim Expansion to 10.4 MGD	50.00%	\$0	\$903,649	\$37,652	7/1/2006	6/1/2007	

**Schedule of improvements for which single, lump sum payments are made**

							Payment Terms	
Project	Date	Item	Percent Allocated to Union	Project Cost Estimate	Estimated Lump Sum Payment	Begin Month End Month		
						1	2018	WWTP Improvements <b>Itemized Costs for Project 1</b>
		Blower Replacement/upgrade	25.48%	\$600,000	\$152,880			
		RAS pump replacements		\$200,000	\$50,960			
		Screen/Auger Conveyor Replacement		\$572,000	\$145,746			
		Screening Building Elec. Code Upgrade		\$428,000	\$109,054			
		Engineering		\$90,370	\$23,026			
		2000 kW Generator replacement		\$1,025,000	\$261,170			
		Chlorine Gas Scrubber		\$1,200,000	\$305,760			
		Influent pump 5&6 replacement		\$425,000	\$108,290			
				<b>\$4,540,370</b>	<b>\$1,156,886</b>			
2	2019	WWTP Improvements <b>Itemized Costs for Project 2</b>						
		Replace filter effluent and drain valves	25.48%	\$140,000	\$35,672			
		Replace Filter Blowers (2)		\$150,000	\$38,220			
				<b>\$290,000</b>	<b>\$73,892</b>			
3	2020	WWTP Improvements <b>Itemized Costs for Project 3</b>						
		Replace belt press	25.48%	\$350,000	\$89,180			
		Repair Influent Pumping Conduit w/ engineering		\$125,000	\$31,850			
				<b>\$475,000</b>	<b>\$121,030</b>			
4	2025	WWTP Improvements						
		EQ Basin Construction	25.48%	\$5,399,543	\$1,375,847			
		Engineering		\$738,184	\$188,095			
		Miscellaneous (DC Controls, Phillip Mungo, Endress & Hauser, Carolina CAT, NCDEQ)		\$119,792	\$30,524			
				<b>\$6,257,519</b>	<b>\$1,594,466</b>			

Notes:

- 1, 2, 3 Projects 1, 2, & 3 represent Work-in-Progress; schedule to be adjusted based on final project costs reflected on Monroe's financial statements
- 4 Project 4 represents final cost of completed project.

STATE OF NORTH CAROLINA  
COUNTY OF UNION

**AMENDMENT TO AMENDMENT 1 TO WATER AND WASTEWATER AGREEMENT**

This Amendment, made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between UNION COUNTY, a political subdivision of the State of North Carolina, hereinafter referred to as “Union,” and the CITY OF MONROE, a municipal corporation of the State of North Carolina, hereinafter referred to as “Monroe,” shall modify as indicated that Water and Wastewater Agreement between the parties dated December 5, 2005, and amended by Amendment 1 to Water and Wastewater Agreement on August 8, 2019, hereinafter referred to as the “Agreement.”

**WITNESSETH:**

WHEREAS, Union and Monroe made and entered into an agreement in 2005 for the provision of water supply and wastewater treatment services between the parties; and

WHEREAS; Section 3.8 of said Agreement recognizes that there may be future capital improvements to Monroe’s WWTP, conveyance, and disposal facilities not related to increased allocated capacity, the cost for which Union would be responsible to the extent of its proportional share based upon its Allocated Capacity; and

WHEREAS, Section 3.6 of said Agreement provides that Union shall pay on a monthly basis for such improvements needed to maintain allocated capacities to Union (based on its proportional share), but that payments made lump sum by Union to Monroe and shown in Exhibit 3 shall not be included in the monthly fixed charges; and

WHEREAS, Monroe has made and financed such improvements; and

WHEREAS, Union and Monroe desire to update Exhibit 3 attached to the Agreement to reflect such additional improvements, including those improvements which Union will pay its share of such improvement costs through a single, lump sum payment.

NOW, THEREFORE, in consideration of the parties' continuing obligations under the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do each contract and agree with the other as follows:

1. Delete the Exhibit 3 attached to the Agreement, and replace it with the new Exhibit 3 attached hereto and incorporated herein by reference. Said new Exhibit 3 adds in the category of "Schedule of improvements for which single, lump sum payments are made" Project 4 described as WWTP Improvements, EQ Basin Construction, Engineering, and Miscellaneous for the design, construction and commissioning of the EQ Basin #2 at Monroe's WWTP. Additionally, Exhibit 3 reflects the cost allocation to Union for the lump sum payment by Union of Capital Costs Not Related to Increased Capacity.

IN WITNESS WHEREOF the parties hereto, acting under authority of their respective governing bodies, have caused this amendment to be duly executed in duplicate counterparts, each of which shall constitute an original, this the day and year first above written.

Attest:

**CITY OF MONROE**

\_\_\_\_\_  
City Clerk

(Seal)

By: \_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

Attest:

**UNION COUNTY**

\_\_\_\_\_  
Clerk to the Board

(Seal)

By: \_\_\_\_\_  
County Manager

Date: \_\_\_\_\_



**STAFF REPORT**

**TO:** Public Enterprise Committee

**VIA:** William M. Watson, City Manager

**DATE:** August 5, 2025

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

**PREPARED BY:** Richard Riser, Assistant Director of Water Resources

**SUBJECT:** Construction Contract for Sanitary Sewer Relocation at 1403 W. Franklin Street

**SUMMARY STATEMENT**

The PEC is requested to consider a contract for construction of the sanitary sewer relocation at 1403 W. Franklin Street. The existing sanitary sewer is estimated to be over 50 years old and is located under a pond. Any necessary repairs to the sewer in this location would be costly and environmentally challenging. The sewer needs to be relocated.

**REVIEW**

The City of Monroe Water Resources Department received bids on April 16, 2025, for the construction of the relocation of the sanitary sewer at 1403 W. Franklin Street. Six firms submitted bids.

Contractor	Proposal
Richard Suggs Construction, Inc.	\$609,168.00
BRS Construction	\$637,858.20
Elite Infrastructure Group	\$895,597.50
Metra Industries	\$1,134,157.50
State Utility Contractors	\$1,232,595.00
Fuller & Co. Construction, LLC	\$1,746,326.40

All six bids were over the budgeted amount of \$300,000 in the CIP. Richard Suggs Construction, Inc. was the lowest responsible bidder at \$609,168.00. Slight revisions were made to the plans and a price of \$294,375.00 was negotiated with Richard Suggs Construction, Inc. The City will supply the pipe and manholes.

A construction contract with Richard Suggs Construction, Inc. for \$294,375.00 is recommended for award.

On June 11, 2024, City Council adopted the Annual Balanced Budget for Fiscal Year 2024-2025. The adopted budget included \$300,000 in funding for the sanitary sewer relocation at 1403 W. Franklin Street which included relocation of an existing sanitary sewer. Easement acquisition cost has reduced the available budget below the \$300,000 requiring a budget amendment. Additional funding in the amount of \$50,000 is requested to be appropriated via budget amendment BO-2025-15 from the Water/Sewer Capital Project Reserve Fund.

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### **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 August 12, 2025 consent agenda, the award of a contract for construction of the sanitary sewer relocation at 1403 W. Franklin Street to Richard D. Suggs Construction Inc. and authorize the City Manager to execute all Contract documents. The contract with Richard D. Suggs Construction Inc. will be in the amount of \$294,375.00.

Staff recommends a motion to approve Budget Ordinance BO-2025-15 and forward to City Council for consideration on the August 12<sup>th</sup> consent agenda.

Attachments:

City of Monroe Budget Ordinance BO-2025-15

Contract for Construction of Sanitary Sewer Relocation at 1403 W. Franklin Street.

**CAPITAL PROJECT BUDGET ORDINANCE  
SANITARY SEWER RELOCATION AT 1403 WEST FRANKLIN STREET PROJECT  
BO-2025-15**

**WHEREAS**, the City desires to provide reliable, quality sewer service to the citizens of Monroe; and

**WHEREAS**, for system protection, ease of maintenance and environmental safety, the existing sanitary sewer that traverses the property at 1403 W. Franklin St. requires relocation; and

**WHEREAS**, the City Council approved funding for the project as part of the Fiscal Year 2024-2025 budget; and

**WHEREAS**, \$300,000 was previously transferred from the Water and Sewer Capital Reserve Fund to the Water and Sewer Capital fund for this project; and

**WHEREAS**, \$50,000 is needed to complete the project pursuant to the proposal received.

**NOW, THEREFORE, BE IT ORDAINED** that the City Council of Monroe amends the capital project budget for the project entitled “W. Franklin Street Sewer Realignment Project” and appropriate the following revenues and expenses:

Water and Sewer Fund Reserve Fund:

Revenue:

Appropriation from Fund Balance	\$50,000
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Expenses:

Transfer to Water & Sewer Capital Project Fund	\$50,000
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Water and Sewer Capital Project Fund:

Revenue:

Transfer from Water & Sewer Reserve Balance	\$50,000
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Expenses:

Project Costs SR2436	\$50,000
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**BE IT FURTHER ORDAINED** that an amendment to the Water and Sewer Reserve Fund budget for FY 2025-2026 is approved to appropriate and transfer \$50,000 to the “W. Franklin Street Sewer Realignment Project” in the Water and Sewer Capital Project Fund.

Adopted this 12th day of August, 2025.

\_\_\_\_\_  
Robert Burns, Mayor

Attest:

\_\_\_\_\_  
Bridgette H. Robinson, City Clerk

## CONTRACT FOR SANITARY SEWER RELOCATION AT 1403 W. FRANKLIN STREET

This Contract is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2025, by the City of Monroe (“City”) and Richard D. Suggs Construction, LLC (“Contractor”), ( ) a corporation, ( ) a professional corporation, ( ) a professional association, (x) a limited liability company, ( ) a limited partnership, ( ) a sole proprietorship, or ( ) a general partnership; organized and existing under the laws of the State of North Carolina.

**Section 1.** **Background and Purpose.** Replace approximately 685 linear feet of 8” diameter sanitary sewer, installation of an 18” steel bore casing and four concrete manholes.

**Section 2.** **Services and Scope to be Performed.** The Contractor shall replace approximately 685 linear feet of sanitary sewer. The work includes installation of four (4) manholes and a 100 foot bore of 18” casing. The abandoned sewer under the pond is to be filled with flowable fill. The contract time for the project is 180 calendar days and it will begin when the Notice to Proceed is issued. Liquidated damages will be \$100.00 per day as outlined in the General Conditions. 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: The City will pay monthly according to pay applications submitted by the contractor. Payment will be on a unit price basis for work completed during that month. 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’s 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:

<u>COVERAGE</u>	<u>MINIMUM LIMITS</u>
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: Certificate of Insurance containing   1   pages(s).

Attachment B: Quote outlining fees and unit rates containing   1   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):*

Richard Riser  
City of Monroe  
300 West Crowell Street  
Monroe, NC 28112

*(By United States Postal Service):*

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

Fax Number: (704) 290-1818

To the Contractor:

Richard D. Suggs  
Construction, LLC.  
Attn: Avery Suggs  
4610 Paige Rd.  
Mt. Pleasant, NC 28124

704-785-7889

- 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, COLOR, RELIGION, SEX, NATIONAL ORIGIN, POLITICAL AFFILIATION OR BELIEF, AGE, OR HANDICAP AND URGES ALL CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR ALL EMPLOYEES, VENDORS, AND SUBCONTRACTORS IN KEEPING WITH ALL FEDERAL, STATE, AND LOCAL RULES, REGULATIONS, REQUIREMENTS, POLICIES, AND ORDERS.
- 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 action to insure that applicants and 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. It is the intent and practice of the City of Monroe that all contracts entered into and carried out be consistent with all federal and state rules, regulations, executive orders, policies, and guidelines and the any provision found inconsistent with such federal and state requirements are hereby declared null and void including diversity, equity, and inclusion provisions.
- j. No Third Party Right Created. This contract is intended for the benefit of the City and the Contractor and not any other person.
- k. 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.
- l. 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.
- m. Electronic Signatures. By signing this document, you agree that all signatures where required may be Electronically Signed by either party pursuant to NCGS 66-315(b), and the following will apply:
- i. The individual signing the document is fully authorized to execute the document and fully binds the entity on whose behalf they are signing; and

- ii. An Electronic Signature, in any form, is fully valid and authentic for all purposes the same as if the individual manually executed the document; and
  - iii. You waive the right to contest the authentication of any signature in a legal proceeding regarding the document.
- n. In addition each party hereto agrees that any Electronic Signature intended to replicate a written signature, shall be presumed valid, and the other party may reasonably rely upon it. For purposes hereof, "Electronic Signature" includes, but is not limited to, a scanned copy of a manual signature, and electronic copy of a manual signature affixed to a document, a signature incorporated into a document utilizing touchscreen capabilities, or a digital signature.

**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 and that each is fully authorized to sign on behalf of the City or Contractor.

**CITY OF MONROE**

**CONTRACTOR:**

**Richard D. Suggs Construction, LLC**

BY: \_\_\_\_\_  
 \_\_\_\_\_, Department Head  
 William Mark Watson, City Manager

BY: \_\_\_\_\_  
 President,  CEO,  
 Partner,  Owner  
 Member,  Manager  
 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: \_\_\_\_\_  
 Lisa Strickland

DATE: \_\_\_\_\_

**RECOMMENDATION FOR PAYMENT**

**CONTRACTOR:** \_\_\_\_\_ **PAY ESTIMATE NUMBER:** \_\_\_\_\_  
**PROJECT TITLE:** \_\_\_\_\_ **APPLICATION DATE:** \_\_\_\_\_  
**PROJECT NUMBER:** \_\_\_\_\_ **APPLICATION AMOUNT:** \_\_\_\_\_  
**CONTRACT DATE:** \_\_\_\_\_ **FOR PERIOD ENDED:** \_\_\_\_\_

**WORK COMPLETED TO DATE:** \$ \_\_\_\_\_  
**STORED MATERIALS:** \$ \_\_\_\_\_  
**SUBTOTAL:** \$ \_\_\_\_\_  
**LESS \_\_\_% AMOUNT RETAINED:** \$ \_\_\_\_\_  
**SUBTOTAL:** \$ \_\_\_\_\_  
**LESS PREVIOUS PAYMENTS:** \$ \_\_\_\_\_  
**AMOUNT REQUESTED FOR PAYMENT:** \$ \_\_\_\_\_

**ORIGINAL CONTRACT PRICE:** \$ \_\_\_\_\_  
**PRIOR CHANGE ORDERS:** \$ \_\_\_\_\_  
**CURRENT PERIOD CHANGE ORDERS:** \$ \_\_\_\_\_  
**CURRENT CONTRACT PRICE:** \$ \_\_\_\_\_

CHANGE ORDER SUMMARY		
Change		
<u>Order #</u>	<u>Date</u>	<u>Add (Delete)</u>

**CONTRACTOR'S CERTIFICATION**

*The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Payment Request has been completed in accordance with the Contract Documents, that all previous payments to Contractor under the Contract have been applied to discharge in full all obligations in connection with the Work covered by all prior applications of payments, and that current payment requested herein is correct; due, and unpaid. Contractor has provided all supporting documentation necessary to support Payment Request, including invoice copies representing Stored materials and a signed Tax Statement and Certification regarding sales taxes paid.*

**CONTRACTOR SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PAYMENT APPROVALS**

**Engineering Firm Field Representative:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Engineering Firm Project Manager:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**City Utilities Director:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**City Finance Officer:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Project Account Number to be charged** \_\_\_\_\_





CITY OF MONROE  
NORTH CAROLINA

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## CHANGE ORDER

CHANGE ORDER NUMBER: \_\_\_\_\_

DATE: \_\_\_\_\_

**PROJECT:**

**PROJECT NUMBER:**

**CONTRACT NUMBER:**

**CONTRACTOR:**

**ADDRESS:**

**THE CONTRACTOR IS HEREBY AUTHORIZED AND REQUESTED TO MAKE THE FOLLOWING CHANGES TO THE ABOVE DESCRIBED CONTRACT:**

**ORIGINAL CONTRACT AMOUNT** \$ \_\_\_\_\_

Contingency Included in Contract	\$ _____
Contingency Deduct	\$ _____ (cumulative)
Remaining Contingency	\$ _____

**NET CHANGE BY PREVIOUS CHANGE ORDER** \$ \_\_\_\_\_

**CONTRACT TOTAL PRIOR TO THIS CHANGE ORDER** \$ \_\_\_\_\_

**AMOUNT OF THIS CHANGE ORDER** \$ \_\_\_\_\_

**REVISED CONTRACT TOTAL INCLUDING THIS CHANGE ORDER** \$ \_\_\_\_\_

**CHANGE ORDER INCLUDES THE FOLLOWING WORK TO BE PERFORMED:**

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**RECOMMENDED:**

**BY:** \_\_\_\_\_  
Architect/Engineer/Consulting Staff

**DATE:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
Contractor

**DATE:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
City Project Superintendent

**DATE:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
Department Head

**DATE:** \_\_\_\_\_

**APPROVED:**

**BY:** \_\_\_\_\_  
City Manager

**DATE:** \_\_\_\_\_

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

**Signature:** \_\_\_\_\_  
Finance Officer

**Date:** \_\_\_\_\_

**TAX STATEMENT AND CERTIFICATION**

This is to certify that the foregoing or attached statements is a true and complete statement of all North Carolina and Local Sales or Use Tax paid by the undersigned contractor from \_\_\_\_\_, 20\_\_ to \_\_\_\_\_, 20 \_\_ inclusive for the materials and equipment that were or will become a part of the construction of the

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(THE FOLLOWING PORTION TO BE FILLED OUT BY GENERAL CONTRACTOR ONLY)

It is further certified that

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

are all of the sub-contractors that are, or were engaged by this contractor in the performance of this contract and whose tax statements are also enclosed herewith.

“The CONTRACTOR will pay all sales, consumer, use and other similar taxes required by the law of the place where the WORK is performed. The CONTRACTOR shall provide along with each pay request a detailed list of all sales taxes paid along with a copy of all invoices, on forms approved by the OWNER, for all materials incorporated into this project and all consumable materials used in the construction of the PROJECT. The CONTRACTOR shall maintain on file for up to three (3) years a copy of all invoices and the list of sales tax paid on this PROJECT.”

\_\_\_\_\_  
CONTRACTOR OR SUBCONTRACTOR

Sworn and subscribed before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



**AFFIDAVIT AND RELEASE OR WAIVER OF LIEN**

The undersigned \_\_\_\_\_ of \_\_\_\_\_

For the construction Contract of the \_\_\_\_\_

For the City for Monroe, North Carolina, dated \_\_\_\_\_, covering labor and materials is entitled to \_\_\_\_\_ due upon receipt of same does hereby state and represent that:

All work is performed and materials furnished as required by the contract up to and including the date hereof, including work and materials, if any, performed or furnished by subcontractors and vendors; and that all costs including payroll for labor, bills for materials sales of privilege taxes or license, Old Age Benefit Tax, State and Federal Unemployment Insurance, and any other liabilities have been paid in full, or funds are in hand to discharge such costs and liabilities and that the Contractor hereby waives any and all liens and will save the Owner harmless without additional expense from any such claim or lien under this contract.

Exceptions: (If none, write **None**)

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Witness: \_\_\_\_\_  
Contractor

By: \_\_\_\_\_

\*\*\*\*\*

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before the undersigned, a Notary Public, in and for the County and State aforesaid, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Seal) \_\_\_\_\_  
Notary Public

My commission expires:

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned being first duly sworn as provided by law, deposes and says:

1. His name is \_\_\_\_\_  
And he resides at \_\_\_\_\_  
And his office is at \_\_\_\_\_

2. He makes this affidavit with the knowledge and intent that it is to be filed with the City of Monroe, North Carolina, and that it will be relied upon by said City in any consideration which it may give to and any action which it may take with respect to this proposal.

3. He makes and is authorized to make this affidavit on behalf of:  
\_\_\_\_\_  
(Name of Corporation, Partnership, Individual, etc.)

A \_\_\_\_\_ formed under the laws  
of \_\_\_\_\_  
(State)  
which he is the \_\_\_\_\_

\_\_\_\_\_  
(Sole Owner, Partner, President, etc.)

4. Neither the undersigned nor any other person, firm or corporation, named in the above paragraph 3 nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this proposal by the City of Monroe, North Carolina; also that no head of any department or employee therein, or any officer of the City is directly or indirectly interested therein.

5. That the undersigned certifies in connection with this bid or proposal that:
  - A. The price of this bid or proposal has been independently arrived at without collusion with any other bidder or offer with any competitor.
  - B. Unless otherwise required by law, the price in this bid or proposal has not been knowingly disclosed prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other bidder or to any competitor; and

C. No attempt has been or will be made to induce any other person or firm to submit or not to submit a bid or proposal.

6. The affiant certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification.

\_\_\_\_\_  
(Affiant)

Subscribed and sworn to before the undersigned, a Notary Public, in and for the County and State aforesaid, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Seal) \_\_\_\_\_  
Notary Public

My commission expires:

NORTH CAROLINA

**AFFIDAVIT OF FINAL PAYMENT**

UNION COUNTY

The undersigned \_\_\_\_\_ first being duly sworn deposes and says:   
 Name of Affiant

2. That he is the \_\_\_\_\_ of \_\_\_\_\_ Title \_\_\_\_\_ and that as such has personal knowledge of the \_\_\_\_\_ Name of Company things state herein and has authority to execute this affidavit.

3. That he is familiar with the various activities in which \_\_\_\_\_ Name of Company participated during the performance of its contract with the City of Monroe dated \_\_\_\_\_, 20\_\_\_\_.

4. That all work has been performed and materials furnished as required by the contract.

5. That all costs incurred by \_\_\_\_\_ in its performance of the contract including but not limited to labor, materials, subcontracts, taxes of all kinds whether federal, state, or local, third party claims, and any other liabilities been paid in full or will be paid in full from the proceeds of the final check.

6. That he is unaware of any claims, which have been filed against the surety for the contract.

7. That the affidavit is executed and given as an inducement to the City of Monroe to issue the final check due the contractor on the contract.

\_\_\_\_\_(SEAL)

Subscribed and sworn to before the undersigned, a Notary Public, in and for the County and State aforesaid, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Seal)

\_\_\_\_\_  
Notary Public

My commission expires:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDDYYYY)

07/23/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Stanly Insurance Services, 320 N. 2nd St., Albemarle, NC 28001. INSURER(S) AFFORDING COVERAGE: Erie Ins Exch, NAIC# 26271. INSURED: Richard Suggs Construction LLC, 4610 Paige Rd, Mount Pleasant, NC 28124.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

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

The City of Monroe is listed as additional insured per written contract. 30 day cancellation notice applies.

CERTIFICATE HOLDER

CANCELLATION

Certificate holder: City of Monroe, 2401 Walkup Avenue, Monroe, NC 28110. Cancellation notice: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE HEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**ATTACHMENT B**

**RICHARD D. SUGGS CONST. LLC.**

**QUOTE**

4610 PAIGE RD.  
 MT. PLEASANT, NC 28124  
 704-785-7889 AVERY

**DATE:** July 22, 2025  
**FOR:** 1403 FRANKLIN  
 STREET SEWER  
 REPLACEMENT

**CUSTOMER:**  
 CITY OF MONROE

DESCRIPTION	QUANTITY	RATE	AMOUNT
MOBILIZE	1.00	\$25,000.00	\$ 25,000.00
EROSION CONTROL,FINAL GRADING,SEED AND STRAW	1.00	\$15,000.00	\$ 15,000.00
8" SEWER PIPE	685.00	\$125.00	\$ 85,625.00
4' DIAMETER MANHOLES	4.00	\$5,000.00	\$ 20,000.00
BORE AND JACK 18" CASING	100.00	\$650.00	\$ 65,000.00
4" PVC SEWER LATERAL W/ CLEANOUTS	140.00	\$75.00	\$ 10,500.00
FLOWABLE FILL	9.00	\$750.00	\$ 6,750.00
SELECT BACKFILL	300.00	\$50.00	\$ 15,000.00
ROCK EXCAVATION	100.00	\$200.00	\$ 20,000.00
ASPHALT DRIVEWAY REPLACEMENT 150'X20'	1.00	\$25,000.00	\$ 25,000.00
TIE INTO EXISTING SEWER MANHOLE	1.00	\$6,500.00	\$ 6,500.00
<b>SUBTOTAL</b>			<b>\$ 294,375.00</b>
<b>TOTAL</b>			<b>\$ 294,375.00</b>

**THIS QUOTE INCLUDES ALL EQUIPMENT AND LABOR. DOES NOT INCLUDE SEWER MATERIAL INCLUDING PIPE,TRACER WIRE, LOCATE TAPE, MANHOLES, RING AND COVER. THIS QUOTE DOES INCLUDE THE FOLLOWING MATERIAL 57 STONE, ASPHALT, SELECT MATERIAL, SILT FENCE, EROSION CONTROL.**

GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT  
**CITY OF MONROE**  
**WATER RESOURCES DEPARTMENT**

Table of Contents

1. Definitions
2. Additional Instructions and Detail Drawings
3. Schedules, Reports and Records
4. Drawings and Specifications
5. Shop Drawings
6. Materials, Services and Facilities
7. Inspection and Testing
8. Substitutions
9. Patents
10. Surveys, Permits, Regulations
11. Protection of Work, Property, Persons
12. Supervision by Contractor
13. Changes in the Work
14. Changes in Contract Price
15. Time for Completion and Liquidated Damages
16. Correction of Work
17. Subsurface Conditions
18. Suspension of Work, Termination and Delay
19. Payments to Contractor
20. Acceptance of Final Payment as Release
21. Insurance
22. Contract Security
23. Assignments
24. Indemnification
25. E-Verify Requirements
26. Not Used
27. Separate Contracts
28. Subcontracting
29. Engineer's Authority
30. Land and Rights-of-Way
31. Guaranty
32. Taxes
33. Specific Safety Requirements for Especially Hazardous Work

1. DEFINITIONS:
- 1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:
- 1.2 ADDENDA: Written or graphic instruments issued prior to the Bid Opening which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS AND SPECIFICATIONS, by additions, deletions, clarifications or corrections.
- 1.3 AMENDMENT TO AGREEMENT: Written or graphic instruments executed at the same time as the execution of the Agreement authorizing an addition, deletion, or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the Bid Price or Bid Item.
- 1.4 BID: The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.
- 1.5 BIDDER: Any person, firm or corporation, licensed as a Class A Contractor by the State of North Carolina, submitting a BID for the WORK.
- 1.6 BONDS: Bid Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.
- 1.7 CHANGE ORDER: A written order executed by the OWNER and the CONTRACTOR after the execution of the Agreement authorizing an addition, deletion, or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT ITEM.
- 1.8 CONTRACT DOCUMENTS: The contract, including Advertisement for Bids, Invitation to Bid and Instructions to Bidders, Bid, Bid Bond, Agreement, Notice of Award, Notice to Proceed, Change Order, Drawings, Specifications, Addenda, when required.
- 1.9 CONTRACT PRICE: The total monies payable to the CONTRACTOR under a lump sum bid, or the estimated total monies payable under a unit price bid based on estimated quantities of the WORK, under the terms and conditions of the CONTRACT DOCUMENTS.
- 1.10 CONTRACT TIME: The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.
- 1.11 CONTRACTOR: The qualified BIDDER submitting the lowest responsive bid with whom the OWNER has executed the Agreement.
- 1.12 DRAWINGS: The part of the CONTRACT DOCUMENTS, also referred to as Plans, which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.

- 1.13 ENGINEER: The Water Resources Director of the City of Monroe, or the person, firm or corporation stated in the Project Special Provisions as the Engineer designated by said Director for the Project.
- 1.14 FIELD ORDER: A written order affecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.
- 1.15 NOTICE OF AWARD: The WRITTEN NOTICE of the acceptance of the BID from the OWNER to the successful BIDDER.
- 1.16 NOTICE TO PROCEED: Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.
- 1.17 OWNER: The City of Monroe, a municipal corporation within and under the laws of the State of North Carolina, for whom the WORK is to be performed.
- 1.18 PROJECT: The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- 1.19 RESIDENT PROJECT REPRESENTATIVE: The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.
- 1.20 SHOP DRAWINGS: ALL DRAWINGS, catalog cuts, diagrams, illustrations, brochures, samples, schedules and other data which are prepared by the CONTRACTOR, or a SUBCONTRACTOR, manufacturer, supplier, or distributor under contract with the CONTRACTOR, which illustrate how specific portions of the WORK shall be fabricated or installed.
- 1.21 SPECIFICATIONS: The Project Special Provisions, and all Standard Specifications and Details of the City of Monroe, North Carolina, and any Project specific technical specifications, to which reference is made by the Project Special Provisions as incorporated as a part of the CONTRACT DOCUMENTS, consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 1.22 SUBCONTRACTOR: An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.
- 1.23 SUBSTANTIAL COMPLETION: That date as certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.

- 1.24 SUPPLIERS: Any person, supplier or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site beyond inspection, testing and certification, or start-up services.
- 1.25 WORK: All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.
- 1.26 WRITTEN NOTICE: Any notice to any part of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK.
2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS:
- 2.1 The CONTRACTOR may be furnished additional instructions and detail DRAWINGS, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.
- 2.2 The additional DRAWINGS and instruction thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail DRAWINGS and instructions.
3. SCHEDULES, REPORTS, AND RECORDS:
- 3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the OWNER may request concerning WORK performed or to be performed.
- 3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit schedules showing the order in which he proposed to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part, and, as applicable:
- 3.2.1 The dates at which special detail DRAWINGS will be required; and
- 3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.
- 3.3 The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the WORK.
4. DRAWINGS AND SPECIFICATIONS:
- 4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental WORK necessary

to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

- 4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.
- 4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the CONTRACTOR'S risk.
5. SHOP DRAWINGS:
  - 5.1 Within fourteen (14) days following the beginning of the CONTRACT TIME, as stated in the Notice to Proceed, unless otherwise stated in the SPECIFICATIONS, the CONTRACTOR shall submit to the ENGINEER catalog cuts, drawings, etc. as defined in the contract detailing all materials proposed to be used by the CONTRACTOR as part of the WORK. If required by the SPECIFICATIONS, the CONTRACTOR shall also provide other SHOP DRAWINGS as may be necessary for the prosecution of the WORK. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER'S approval of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING, which substantially deviates, from the requirements of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.
  - 5.2 When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.
  - 5.3 Portions of the WORK requiring a SHOP DRAWING submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.
6. MATERIALS, SERVICES AND FACILITIES:
  - 6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, sanitary sewer, electricity or other power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

- 6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection, either at the site of the WORK, or with the written approval of the OWNER at suitable locations off-site.
- 6.3 Materials and equipment shall be stored, applied, installed, connected, erected, used, cleaned and conditioned as directed by its manufacturer.
- 6.4 Materials, supplies and equipment shall be in accordance with SHOP DRAWINGS submitted by the CONTRACTOR, and approved by the ENGINEER.
- 6.5 Materials, supplies or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale CONTRACT or other agreement by which an interest is retained by the seller. All materials, either stored or incorporated in the WORK, shall become the exclusive property of the OWNER upon payment by the OWNER, less retainage allowed by the CONTRACT DOCUMENTS, to the CONTRACTOR for such materials, and may not be removed from the site or approved off-site storage location without the consent of the OWNER.
7. INSPECTION AND TESTING:
- 7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards and the testing requirements of the SPECIFICATIONS.
- 7.2 The CONTRACTOR shall provide, at his expense, the necessary testing and inspection services required by the CONTRACT DOCUMENTS, unless otherwise provided.
- 7.3 The OWNER shall provide all other inspection and testing services not required by the CONTRACT DOCUMENTS. Included in such inspection is compaction testing.
- 7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction required any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing, or approval.
- 7.5 Neither observations by the ENGINEER nor inspections, tests or approval by persons other than the CONTRACTOR shall relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.
- 7.6 The ENGINEER and his representatives will at all times have access to the WORK for inspection or to observe all testing. In addition, authorized representatives and agents of any participating Federal or state agency shall be permitted to inspect all WORK, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will

provide proper facilities for such access and observation of the WORK and also for any inspection, or testing thereof.

- 7.7 If any WORK is covered contrary to the written request of the ENGINEER it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR'S expense.
- 7.8 If any WORK has been covered which the ENGINEER has not specifically requested to observe prior to its being covered, or if the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

8. SUBSTITUTIONS:

- 8.1 Whenever a material, article or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality, and function may be considered except when expressly defined otherwise by the SPECIFICATIONS. The CONTRACTOR may recommend the substitution of a material, article or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approved its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.
- 8.2 Exception to this section is specifically applied to the Influent Screens and RAS Pumps specified which shall remain sole sourced to the manufactured specified.

9. PATENTS:

- 9.1 The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular

process, design, or the product of a particular manufacturer or manufacturers is specified, but if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.

10. SURVEYS, PERMITS, REGULATIONS:

- 10.1 The OWNER shall furnish all land surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of bench marks adjacent to the WORK as shown on the DRAWINGS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.
- 10.2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance.
- 10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance with such permits, licenses or easements, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.
- 10.4 The CONTRACTOR shall secure the required building permits for this project, generally limited to the site fencing. Electrical work and permitting shall be by separate contract.

11. PROTECTION OF WORK, PROPERTY AND PERSONS:

- 11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervision of all safety precautions and programs in connection with the WORK, including precautions and programs necessary to comply with specific safety policies of the OWNER provided under Section 31, SPECIFIC SAFETY REQUIREMENTS FOR ESPECIALLY HAZARDOUS WORK. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.
- 11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will

notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused.

11.3 The CONTRACTOR shall confine all WORK within the project area shown on the DRAWINGS, except as allowed by Paragraph 11.4.

11.4 In emergencies which may immediately threaten or endanger the safety of persons, the WORK, or property either at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss until such is no longer threatened. He will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby. Provided the emergency condition resulted from occurrences beyond the control or negligence of the CONTRACTOR, his SUBCONTRACTORS, suppliers, or other agents, a CHANGE ORDER shall be issued covering the changes and deviations involved.

12. SUPERVISION OF CONTRACTOR:

12.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

13. CHANGES IN THE WORK:

13.1 The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

13.2 The ENGINEER also may, at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or time, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof as soon as possible, but not later than fifteen (15) days after the receipt of the ordered change, and the CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

14. CHANGES IN CONTRACT PRICE:

14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed as follows: (1) unit prices previously approved; (2) an agreed lump sum; or (3) the actual cost for labor, direct overhead, materials, supplies, equipment and other services necessary to complete the WORK, plus an agreed added amount not to exceed fifteen (15) percent of the actual cost of the WORK to cover the cost of general overhead and profit.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

15.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

15.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

15.3 OWNER and CONTRACTOR recognize that time is of the essence in the Agreement and that OWNER will suffer loss if the Work is not completed within the times specified in the contract, plus any extensions thereof allowed in accordance with the contract. They also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER the amount of \$100.00 for each day that expires after the time specified in the bid proposal for Substantial Completion until the Work is substantially complete.

15.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following, and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER:

15.4.1 To any preference, priority or allocation order duly issued by the OWNER.

15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a CONTRACT with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

15.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in Paragraphs 15.4.1 and 15.4.2 of this Section.

16. CORRECTION OF WORK:

- 16.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly repair or replace the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.
- 16.2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE; the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.
17. SUBSURFACE CONDITIONS:
- 17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:
- 17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS; or
- 17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as present in WORK of the character provided for in the CONTRACT DOCUMENTS.
- 17.2 The OWNER shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment hereunder shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE: provided that the OWNER may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.
- 17.3 Unless otherwise stated in the specifications and provided for in the BID DOCUMENTS, the natural soil conditions of the site of all WORK shall be unclassified and no additional payment will be due the CONTRACTOR for rock excavation.
18. SUSPENSION OF WORK, TERMINATION AND DELAY:
- 18.1 The OWNER may, at any time and without cause, suspend the WORK or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which notice shall fix the date on which WORK will be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an

extension of the CONTRACT TIME, or both, directly attributable to any suspension without cause.

- 18.2 If the CONTRACTOR is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or if he disregards laws, ordinances, rules regulations, or orders of any public body having jurisdiction of the WORK or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional service, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.
- 18.3 If the CONTRACTOR is performing WORK in a manner which is in violation of the CONTRACT DOCUMENTS, including Section 31 of these General Conditions, or in violation of applicable laws, ordinances, rules, or regulations to the extent that the health and safety of individuals (including the employees of the OWNER or CONTRACTOR) or the public are threatened, the OWNER may issue an immediate Stop Work Order and may require the CONTRACTOR to immediately take corrective action to remove the threat to health and safety of the public or individuals. The CONTRACTOR shall NOT be entitled to an adjustment in CONTRACT PRICE or CONTRACT TIME if a Stop Work Order is issued solely on and limited in duration to a period of violation by the CONTRACTOR as defined within this Paragraph.
- 18.4 Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.
- 18.5 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right of remedy, elect to abandon the PROJECT and terminate the CONTRACT. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.
- 18.6 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the

ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days notice to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due in which even and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delay attributable to the stoppage of WORK.

18.7 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

19. PAYMENTS TO CONTRACTOR:

19.1 The CONTRACTOR may submit to the ENGINEER, not more frequently than once per month, a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed since the last partial payment estimate and supported by the following documents: (1) The City of Monroe Recommendation for Payment form; (2) Itemized Unit Price Schedule showing quantities performed during pay period, total quantities performed to date, and value of such Work, or an Approved Schedule of Values for Lump Sum contracts; (3) City of Monroe approved "State and County Sales/Use Tax Statement" if sales taxes have been paid on materials for this PROJECT since the last pay request; (4) City of Monroe "Tax Statement and Certification" signed and properly notarized certifying that the statement in item (3) completely represents all sales tax paid or a certification that none were paid since the last request. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by an itemization of the stored materials, a copy of the invoice(s) for all new materials added to storage since the last pay request, and such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect his interest therein, including applicable insurance. The partial pay request may also require further information as required in the Project Special Provisions.

19.2 The ENGINEER will, within ten days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within

fourteen days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment until final completion and acceptance of all WORK covered by the CONTRACT DOCUMENTS. The OWNER is not permitted to withhold retainage on any progress payments where the total project costs are less than one hundred thousand dollars (\$100,000.00). However, for projects where the total project costs are greater than or equal to one hundred thousand dollars (\$100,000.00), the OWNER may withhold retainage on each progress payment up to a maximum amount of five percent (5%) of each progress payment until the project is deemed fifty percent (50%) complete per the CONTRACT DOCUMENTS. Once the project is deemed fifty percent (50%) complete, the OWNER may not withhold any further retainage on progress payments providing that the CONTRACTOR continues to perform work in a satisfactory manner per the CONTRACT DOCUMENTS. However, if the work done by the CONTRACTOR on the project is deemed unsatisfactory per the CONTRACT DOCUMENTS, the OWNER may reinstate retainage for each subsequent progress payment application up to the maximum amount of five percent (5%) per the CONTRACT DOCUMENTS.

The project is deemed fifty percent (50%) complete when the CONTRACTOR's gross project invoices, excluding materials stored off-site; equals fifty percent (50%) of the value of the contract, per the CONTRACT DOCUMENTS. Materials that are stored on-site shall not exceed twenty percent (20%) of the CONTRACTOR'S gross project invoices for the purpose of determining whether or not the project is fifty percent (50%) complete.

Once the project is deemed fifty percent (50%) complete per the CONTRACT DOCUMENTS, the OWNER is authorized to withhold additional retainage from a progress payment, not to exceed the maximum amount of five percent (5%) in order to allow the OWNER to retain two and one half percent (2.5%) total retainage through the completion of the project per the CONTRACT DOCUMENTS.

- 19.3 The CONTRACTOR shall use the OWNER's standard forms provided in these CONTRACT DOCUMENTS, or an acceptable computerized version of the same format, for all partial payments.
- 19.4 All WORK covered by partial payment made shall thereupon become the sole property of the OWNER, but this provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care, protection, and insurance of the WORK upon which payments have been made or the restoration of any damaged WORK, or as a waiver of the right of the OWNER to require the fulfillment of all terms of the CONTRACT DOCUMENTS.
- 19.5 Upon completion and acceptance of the WORK, the CONTRACTOR shall submit a final pay request which shall include all of the documents required by the partial pay request, plus the Consent of Surety to Final Payment and the OWNER'S "Affidavit of Final Payment" form, all properly executed and notarized as required. The ENGINEER shall issue a certificate attached to the final payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS and shall establish the beginning date of all warranties and guarantees the CONTRACTOR is required to uphold based on the conditions of the

CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, including the retained percentages, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK. However, the OWNER may retain sufficient funds to secure the completion of the project or corrections on any work, not to exceed two and one half times (2.5) the estimated value of the work to be completed or corrected.

19.6 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party.

19.7 If the OWNER fails to make payment 30 days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

19.8 Method of Measurement and Payment

Refer to specification Section 01 20 00 – Price and Payment Procedures

All labor, equipment and material not specifically identified in the bid items shall be considered incidental to the project work.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE:

20.1 The acceptance by the CONTRACTOR as final payment shall be and shall operate as a release to the OWNER of all claims and liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of the WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS.

21. INSURANCE:

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

<u>Coverage</u>	<u>Minimum Limits</u>
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

21.2 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. 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.

21.3 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." The endorsement must be written on ISO Form CG20\_10. 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.

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

22. CONTRACT SECURITY:

22.1 Performance Bond and Payment Bond shall be required for this Project. Bonds shall be issued by a certified surety company as listed on the Department of the Treasury's Circular 570, latest issue. Surety company must be certified to do business in the State of North Carolina.

23. ASSIGNMENTS:

23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign or otherwise dispose of the CONTRACT or any portion thereof, or of this right, title or interest therein or his obligations thereunder, without written consent of the other party.

24. INDEMNIFICATION:

To the maximum extent allowed by law, 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 solely 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 Contract under this contract.

25. E-VERIFY REQUIREMENT

25.1 The CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of General Statutes. Further, if the CONTRACTOR utilizes a SUBCONTRACTOR, the CONTRACTOR shall require the SUBCONTRACTORS to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

26. Not used.

27. SEPARATE CONTRACTS:

27.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

27.2 The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.

27.3 If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, WRITTEN NOTICE thereof shall be given to the CONTRACTORS prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves him in additional expense or entitles him to an extension of the CONTRACT TIME, he may make a claim therefore as provided in Sections 14 and 15.

28. SUBCONTRACTING:

28.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK, which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

28.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(S) in excess of forty (40%) percent of the CONTRACT PRICE without prior written approval of the OWNER.

28.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

28.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all SUBCONTRACTS relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

28.5 Nothing contained in this Agreement shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

28.6 The CONTRACTOR shall require SUBCONTRACTORS to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

29. ENGINEERS AUTHORITY:

29.1 The ENGINEER shall act as the OWNER'S representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

29.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.

- 29.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, or procedures of CONTRACTOR.
- 29.4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.
30. LAND AND RIGHTS-OF-WAY:
- 30.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.
- 30.2 The OWNER shall provide to the CONTRACTOR information, which delineates and describes the lands owned and rights-of-way acquired.
- 30.3 The CONTRACTOR shall provide at his own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.
31. GUARANTY:
- 31.1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred.
32. TAXES:
- 32.1 The CONTRACTOR will pay all sales, consumer, use and other similar taxes required by the law of the place where the WORK is performed. The CONTRACTOR shall provide along with each pay request a detailed list of all sales taxes paid along with a copy of all invoices, on forms approved by the OWNER, for all materials incorporated into this project and all consumable materials used in the construction of the PROJECT. The CONTRACTOR shall maintain on file for up to three (3) years a copy of all invoices and the list of sales tax paid on this PROJECT.
33. SPECIFIC SAFETY REQUIREMENTS FOR ESPECIALLY HAZARDOUS WORK:
- 33.1 The CONTRACTOR shall strictly abide by the specific Safety Policies for highly Hazardous areas of construction adopted by the City of Monroe when performing WORK for the OWNER

under this PROJECT. These policies cover the following hazardous areas: (1) Trenching and Shoring; (2) Confined Space Entry; (3) “Lock-Out”/”Tag Out”, (4) “Hot Work” Permitting, (5) “OSHA Process Safety, (6) Fall Protection; and any additional specific policies referenced in the Project Special Provisions. The CONTRACTOR shall provide his own procedures and management practices to enforce these standards for both the CONTRACTOR’s personnel and any SUBCONTRACTOR personnel.

- 33.2 The OWNER reserves the right at any time to inspect compliance with the safety policies being used by the CONTRACTOR and to require immediate corrective efforts if the procedures observed fail to comply with the approved safety policies. Should the CONTRACTOR fail to make timely corrective efforts, the OWNER may issue a Stop Work Order limited to the areas of noncompliance pursuant to Paragraph 18.3 until such time as compliance is obtained, or if the failure is persistent, the OWNER may declare a breach of contract pursuant to Paragraph 18.2.
- 33.3 The OWNER’s decision to perform periodic inspections of safety policy compliance shall not relieve the CONTRACTOR of his full responsibility to have full knowledge of and fully comply with the occupational safety and health standards of state, federal, and local laws and the OWNER safety policies identified above.

DOCUMENT 00 73 14  
SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions, which are defined in the Standard General Conditions of the Construction Contract, have the meanings assigned to them in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below which are applicable to both the singular and plural thereof.

3. SCHEDULES, REPORTS, AND RECORDS

Add: The Contractor shall be responsible for the proper coordination of all work so as to maintain the schedules as approved. Should the Contractor fail to adhere to any phase of the approved schedule, he shall promptly adopt such additional means or methods of construction as may be required to make up lost time, all at no additional cost to the City.

4. DRAWINGS AND SPECIFICATIONS

Add: All work indicated in the Contract Documents shall be cross referenced with the City of Monroe Standard Specifications and Details Manual.

5. SHOP DRAWINGS

Add: The Contractor utilize the Approved Materials List – Submittal Forms provided as part of this document. The Contractor shall indicate on the submittal forms which item they are intending on using. There should be no catalog cuts/information provided for any of the items listed.

Add: The Contractor shall submit shops drawings and/or material submittals for any items specified that are not listed on the submittal forms. Information shall be electronically submitted to the Engineer for review and approval. Upon acceptance, one (1) hard copy shall be disbursed to the Engineer.

Add: The Contractor shall provide one (1) paper copy (24" x 36" format) showing all pertinent information in red for the Record Drawing(s).

6. MATERIALS, SERVICES, AND FACILITIES

Add: The workmanship and materials of all items shall be of the best quality and shall be at all times subject to the observation and direction of the Engineer or authorized representative.

Add: Should the Contractor's proposed schedule include a partial certification of the sewer main to

accommodate by-pass pumping, the City shall have the right to take possession of and use any completed or partially completed portion of the work. Taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. The guarantee period applicable to that portion of the work accepted into occupancy will not start until all work is fulfilled within the Contract Documents.

7. INSPECTION AND TESTING

Delete paragraph 7.3 in its entirety and replace with following paragraph:

A. Owner will employ services of an independent Geotechnical firm to perform compaction testing and inspection at no cost to Contractor.

17. SUBSURFACE CONDITIONS

Replace (17.3) with the following: A geotechnical report has been attached. This is for information only and no guarantees or implications are made for rock at the entire site. A pay item has been included on the Bid Form for rock should rock be encountered.

19. PAYMENTS TO CONTRACTOR

Add:

Description of Bid Items: The items listed below are the same bid items listed on the Bid Form. They constitute all of the bid items for the completion of work and method of payment.

SECTION 00 80 00  
SPECIAL PROVISIONS

PART 1 - GENERAL

1.1 CONSTRUCTION SAFETY

- A. In order to protect the lives and health of his employees under the contract, the Contractor shall comply with all pertinent provisions of the Contract Work Hours and Safety Standards Act, as amended. This Act is commonly known as the Construction Safety Act and pertains to health and safety standards. The Contractor shall also maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from Work, arising out of and in the course of employment on Work under the contract.
- B. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his construction products, appliances, and methods and for any damage that may result from their failure or their improper construction, maintenance, or operation.

1.2 BUILDER'S RISK

- A. The Contractor shall assume entire responsibility for all work, materials, and equipment provided by him until final completion and acceptance of the project, and he shall be held responsible and liable for their safety in the amount paid to him by the Owner on account thereof.

1.3 PUBLIC TRAFFIC

- A. The Contractor shall maintain, in a safe and practical way, the roadways that are now used by the public or individuals that neither may be unnecessarily delayed or inconvenienced on account of the work being carried on by the Contractor. The Contractor will be responsible for all injuries and damages to persons or property incurred by such person or persons, firm, or corporation on account of the acts or claims of negligence by the Contractor to the aforesaid while passing over the public or private roadways. The Contractor will be required to repair or make reparation for any damages that he may have caused to the roadways, public or private, immediately after discontinuing traffic along such route or when authorized to do so by the North Carolina Department of Transportation.

1.4 BARRICADES AND LIGHTS

- A. Travel upon streets, commercial driveway, or residential driveway shall not be inconvenienced needlessly.
- B. Whenever a street is closed, the Contractor shall cause plainly worded signs, announcing such fact, to be placed with proper barricades at the nearest cross street upon each side of obstruction and upon intersecting streets.
- C. The Contractor shall maintain sufficient warning lights during the hours of darkness in and about the work which is underway, and it is his responsibility to see that such lights are lit and kept lit from sunset to sunrise.

- D. The Contractor shall also provide and maintain suitable detour signs so as to warn the public of work underway and to guide them around the work in progress where it would be dangerous for them to proceed through the work area.

#### 1.5 UNDERGROUND UTILITIES

- A. All underground utilities may not be shown on the plans relative to type and/or location. The Contractor shall be responsible for locating all existing utilities prior to excavation. The Contractor shall have all utilities located at least one week prior to the planned date for excavating in the areas of interest. The Contractor shall immediately inform the Engineer of unforeseen problems related to the types and/or locations of underground utilities and shall allow for a minimum of seven days for the Engineer to revise plans in the event revisions are necessary based on underground utility findings. All costs for temporarily or permanently relocating overhead or underground utilities shall be paid for by the Contractor.

#### 1.6 NCDOT SPECIAL PROVISIONS

- A. All work in the NCDOT right-of-way is subject to the provisions of the NCDOT Encroachment Agreement and shall be in compliance with the NCDOT "Standard Specifications for Roads and Structures", latest edition. Where NCDOT document requirements differ from these Specifications, the more stringent requirements shall govern.

#### 1.7 HOURS OF WORK

- A. The hours of work shall be limited to the 12 hour period of 7AM to 7PM, unless otherwise approved in writing by the City. Work on holidays will not be allowed, as recognized in the NCDOT Encroachment Agreement.

#### 1.8 DOCUMENTATION DURING CONSTRUCTION

- A. The Contractor is required to submit progress photographs, in digital format, on a weekly basis. Each photo frame shall be numbered and dated, and a typed photo index shall be provided with each photo number and an appropriate description of the view. The Engineer will also accept a photograph with information (date, description of view, stationing, etc.) detailed on a white board held near the specific area of construction.
- B. The Contractor shall submit delivery tickets (i.e. asphalt, concrete) on a monthly basis, accompanied in their Applications for Payment.
- C. The Contractor shall keep a job diary listing the date, activities performed, the personnel on the job, manpower, equipment used, weather conditions, and any other noteworthy items. Such diary shall be available for review of the City.

#### 1.9 MAINTENANCE OF SERVICE

- A. Notification shall be provided a minimum of one (1) week ahead of any shutdown affecting the Bridge to Recovery facility.

1.10 PERMITS FOR CONSTRUCTION

- A. Permits required for construction have been obtained and are attached to this contract document.
- B. Permits include:
  - 1. City of Monroe self-permitting number 24-36S – Dated March 11, 2025

END OF SECTION

SECTION 01 10 00  
SUMMARY

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
  - 1. Contract description.
  - 2. Specification Conventions.
  - 3. Work sequence.

1.2 CONTRACT DESCRIPTION

Work of the Project includes the installation of approximately 685 linear feet of 8-inch gravity sewer, four new 4-foot diameter manholes and 18" diameter steel casing bore approximately 100 linear feet in length.

- A. Perform Work of each separate Contract under unit prices contract with Owner in accordance with Conditions of Contract.
- B. Work of each separate Contract is identified in the Contract Documents and on Drawings.

1.3 SPECIFICATION CONVENTIONS

- A. These specifications are written in imperative mood and streamlined form. This imperative language is directed to the Contractor, unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

1.4 WORK SEQUENCE

- A. Construct Work in stages during construction period, coordinate construction schedule and operations with Owner:
  - 1. Schedule pre-construction meeting on-site with the City of Monroe Engineering Department Erosion Control Specialist. All approved plans and required permits will be issued at the meeting prior to any land disturbing activity.
  - 2. Install all erosion control measures as shown on Approved Plans.
  - 3. Submit Certification Form 1-01, Primary Erosion Control Inspection Form, to the Erosion Control Specialist during the inspection of installed erosion control measures.
  - 4. Maintain rain gauge and record keeping per NPDES permitting requirements.
  - 5. Install gravity sewer and manholes as shown on approved plans.
  - 6. Seed and mulch denuded area immediately after finished grades are established.
  - 7. Maintain soil erosion control measures until a permanent ground cover is established.
  - 8. Additional measures may be required based upon actual site conditions.
  - 9. Submit Certification Form 1-06, Final Erosion Control Acceptance Form, to the Erosion Control Specialist to schedule a final on-site inspection.
  - 10. Remove soil erosion control measures and stabilize these areas upon approval of Certification Form 1-06.

11. Submit Certification Form 1-07 when there is an intermediary removal of erosion control measures.

## PART 2 PRODUCTS

### 2.1 Sanitary Sewer Specifications

- A. The contractor shall review the specifications contained in this contract.

## PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 20 00  
PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Applications for payment.
- B. Change procedures.
- C. Defect assessment.
- D. Unit prices.
- E. Contingency allowances.

1.2 APPLICATIONS FOR PAYMENT

- A. Submit electronic copies of each application on the Recommendation for Payment form.
- B. Content and Format: Utilize unit price values for listing items in Application for Payment.
- C. Submit updated construction schedule with each Application for Payment.

1.3 CHANGE PROCEDURES

- A. Submittals: Submit name of individual authorized to receive change documents and be responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. The Engineer will advise of minor changes in the Work not involving adjustment to Contract Price or Contract Time by issuing supplemental instructions.
- C. The Engineer may issue a Notice of Change including a detailed description of proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change with stipulation of overtime work required and the period of time during which the requested price will be considered valid. Contractor will prepare and submit estimate within 15 days.
- D. Contractor may propose changes by submitting a request for change to Engineer, describing proposed change and its full effect on the Work. Include a statement describing reason for the change, and effect on Contract Price and Contract Time with full documentation and a statement describing effect on Work by separate or other Contractors.
- E. Unit Price Change Order: For contract unit prices and quantities, the Change Order will be executed on fixed unit price basis. For unit costs or quantities of units of work which are not pre-

determined, execute Work under Work Change Directive. Changes in Contract Price or Contract Time will be computed as specified for Time and Material Change Order.

F. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.

G. Correlation Of Contractor Submittals:

1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Price.
2. Promptly revise progress schedules to reflect change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
3. Promptly enter changes in Project Record Documents.

#### 1.4 DEFECT ASSESSMENT

A. Replace the Work, or portions of the Work, not conforming to specified requirements.

B. If, in the opinion of the Engineer, it is not practical to remove and replace the Work, the Engineer will direct appropriate remedy or adjust payment.

C. The defective Work may remain, but unit price will be adjusted to new price at discretion of Owner.

D. Defective Work will be partially repaired to instructions of Owner, and unit price will be adjusted to new price at discretion of Owner.

E. Individual specification sections may modify these options or may identify specific formula or percentage sum/price reduction.

F. Authority of Engineer to assess defects and identify payment adjustments is final.

G. Non-Payment For Rejected Products: Payment will not be made for rejected products for any of the following:

1. Products wasted or disposed of in a manner that is not acceptable.
2. Products determined as unacceptable before or after placement.
3. Products not completely unloaded from transporting vehicle.
4. Products placed beyond lines and levels of required Work.
5. Products remaining on hand after completion of the Work.
6. Loading, hauling, and disposing of rejected products.

#### 1.5 UNIT PRICES

A. Authority: Measurement methods are delineated in individual Specification Sections.

B. Engineer or Owner will take measurements and compute quantities accordingly. Provide assistance in taking of measurements.

- C. Unit Quantities: Quantities and measurements indicated in Bid Form are for contract purposes only. Actual quantities provided shall determine payment.
1. When actual Work requires more or fewer quantities than those quantities indicated, provide required quantities at unit sum/prices contracted.
- D. Payment Includes: Full compensation for required labor, products, tools, equipment, plant and facilities, transportation, services and incidentals, erection, application or installation of item of the Work, overhead, and profit.
- E. Final payment for Work governed by unit prices will be made on basis of actual measurements and quantities accepted by Engineer multiplied by unit sum/price for Work incorporated in or made necessary by the Work.
- F. Measurement Of Quantities:
1. Weigh Scales: Inspected, tested, and certified by applicable State Weights and Measures Department within past year.
  2. Platform Scales: Of sufficient size and capacity to accommodate conveying vehicle.
  3. Metering Devices: Inspected, tested, and certified by applicable State Department within past year.
  4. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
  5. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.
  6. Measurement by Area: Measured by square dimension using mean length and width or radius.
  7. Linear Measurement: Measured by linear dimension at item centerline or mean chord.
  8. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as completed item or unit of the Work.
- G. Unit Price Schedule: Refer to Bid Form.

## 1.6 MEASUREMENT AND PAYMENT OF BID ITEMS

### A. UNIT PRICE ITEMS AND LUMP SUM ITEMS

1. Shall be paid as identified in the quote attached to the contract

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

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