

CITY OF MONROE
PUBLIC ENTERPRISE COMMITTEE
300 W. CROWELL STREET, MONROE, NC 28112
TUESDAY, DECEMBER 2, 2025 - 4:00 PM
AGENDA
www.monroenc.org

1. Minutes Public Enterprise Committee Meeting November 4, 2025
2. Energy Services Department Digger Derrick Truck Purchase
3. Award of Airport Leases
4. Sanitary Sewer Relocation at 1403 W. Franklin Street Change Order and Budget Ordinance
5. NCDOT Utility Construction Requests
6. Contract Award to Harper General Contractors for Stewart Creek Pump Station Upgrade

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

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

Staff: Bonnie Fisher, Rob Miller, Jay Voyles, Jeff Wells, Richard Long, Mark
Watson, Lisa Hollowell, Terry Sholar, Ellen Dowling, Scott Hunt, and
Dali Santiago

Council Member James Kerr called the November 4, 2025 Public Enterprise Committee meeting
to order at 4:05 p.m.

Item #1: Adoption of Minutes of the September 2, 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 September 2, 2025 Public
Enterprise Committee be approved.

Motion: Adopt September 2, 2025 meeting minutes

Motion made by: Council Member Julie Thompson

Second: Council Member Franco McGee

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

Opposed – None

Action: Motion approved

Item #2: NPDES MS4 Stormwater Permit – Year 1 Report

Recommendation:

The Public Enterprise Committee staff provided a brief update on the City’s NPDES Phase II
MS4 Stormwater permit.

Presentation and Discussion:

Ellen Dowling, Stormwater Environmental Educator and Bonnie Fisher, Stormwater Engineering
Manager, provided an update on NPDES MS4 Stormwater Permit. The Federal Clean Water Act
of 1972 controls pollutant discharges to U.S. waters and establishes surface water quality
standards. The EPA’s National Pollutant Discharge Elimination System (NPDES) stormwater

program requires permits for such discharges, and Phase II of the program required small communities in urbanized areas to obtain coverage.

In 2007, the City of Monroe was designated a small municipal separate storm sewer system (MS4) and was issued NPDES Permit No. NCS000482. In 2008, the City created a Stormwater Utility Enterprise to fund compliance with the permit. The permit was renewed July 1, 2024 effective for a period of five years, and the associated City's Stormwater Management Plan (SWMP) was updated to address the required six minimum measures of the permit:

- Public Education and Outreach on Stormwater Impacts
- Public Involvement and Participation
- Illicit Discharge Detection and Elimination
- Construction Site Stormwater Runoff Control
- Post-Construction Stormwater Management in New Development and Redevelopment
- Pollution Presentation/Good Housekeeping for Municipal Operations

The current permit and SWMP are available on the City's Stormwater webpage. No further action necessary as presentation it was for informational purpose only.

Item #3: Award of Maintenance Agreement at EOY

Recommendation:

The City of Monroe is seeking to offer routine aircraft mechanic and inspection services for its airport-based customers and other customers and users of the Charlotte-Monroe Executive Airport. This proposed service is a result of base customer requests for these mechanic services on-site and the Airport's desire to offer more amenities to its customers. The City believes by providing this service, it will enhance customer satisfaction and keep customers at the Airport for the purchase of these type of routine maintenance and repair services to their aircraft.

Presentation and Discussion:

Lisa Hollowell, Assistant City Manager presented that the City of Monroe issued a request for Qualifications (RFQ) on August 12, 2025, to secure a qualified firm to provide services at the Charlotte-Monroe Executive Airport for Maintenance Repair and Overhaul (MRO). The purpose of the RFQ is to establish a reliable, responsive aircraft mechanic partner to ensure continued compliance with FAA and NCDOT standards for the Airport's base aircraft and customers. The RFQ invited qualified firms to provide comprehensive aircraft maintenance and inspection services at the Charlotte-Monroe Executive Airport. Six proposals were received and evaluated on experience, technical qualifications, and the ability to deliver timely, cost-effective services under an annual agreement. A four-member City review panel representing Finance, Purchasing, and Operations unanimously recommended awarding the contract to Davinci Jets LLC.

Motion:

To approve the award of the Airport Mechanic Services contract to Davinci Jets LLC, as the most qualified and responsive firm following the RFQ process issued on August 12, 2025, and allow City Administration to negotiate the terms of the contract and lease agreement.

Motion made by: Council Member Franco McGee
Second: Council Member Julie Thompson
Voting: **In Favor** – Council Member James Kerr, Council Member Julie Thompson and Council Member Franco McGee
Opposed – None
Action: Motion approved

Item #4: Budget Ordinance, Contract Authorization and Grant Award for Wildlife Perimeter Fence Repair Project

Recommendation:

The Public Enterprise Committee Staff recommends awarding the project for the Wildlife Perimeter Fence Repair Project to the lowest responsive bidder, approving the design contract with Talbert, Bright and Ellington, LLC, approving a Budget Ordinance to establish the project funding, and accepting the associated NCDOT grant funding to proceed with construction.

Presentation and Discussion:

Lisa Hollowell, Assistant City Manager, presented the Wildlife Perimeter Fence Repair Project at the Charlotte-Monroe Executive Airport as a safety and compliance initiative designed to restore and reinforce the existing airport boundary fencing system in accordance with FAA wildlife hazard management guidelines. The project aims to prevent unauthorized wildlife intrusion onto airfield operations areas, enhancing both aircraft and personnel safety.

The repair scope includes replacement of the fence to 10 feet, realignment of fence lines where needed, installation of wildlife-resistant fabric and gates, and clearing of vegetation along the perimeter. Once completed, the fence will bring EQY into full wildlife hazard compliance and reduce runway incursions by deer and other large animals that have previously been observed near the airfield.

The project was advertised for bid in May 2025, with construction scheduled to begin upon receipt of FAA and NCDOT Division of Aviation funding authorization through the Airport Improvement Program (AIP) and State Block Grant. Initially, only one bid was received; therefore, the City through Talbert Bright and Ellington re-advertised the project, resulting in the submission of three bids. Two of the bids were responsive as follows:

- | | |
|---------------------------|-----------------|
| 1. Armen Construction LLC | \$735,930.00 |
| 2. Fence Builders, Inc. | \$ 1,828,521.00 |
| 3. Maner Builders Supply | non- responsive |

The City wishes to award the contract to the low bidder, Armen Construction, LLC in the amount of \$735,930.00. The City also wishes to utilize the services of Talbert, Bright & Ellington, LLC, the engineer of record at the Charlotte-Monroe Executive Airport to provide design-bidding services, and construction administration. The total contract price for these services is \$298,810.90.

Grant funding for this project will be provided from the Federal Aviation Administration and North Carolina Division of Aviation in the amount of \$968,062.00. The City’s match will be \$66,679.00

and will be provided from the City's designated fund balance identified for Airport grant acceptance. A Budget Ordinance was included to establish a project account and provide appropriate funding for this project.

Motion: To award of the fence replacement contract to Armen Construction LLC in the amount of \$735,930, authorization of the contract with Talbert, Bright and Ellington, LLC in the amount of \$298,810.90, acceptance of the NCDOT grant awards totaling \$968,062, approval of Budget Ordinance BO-2025-23 and authorization for the City Manager to execute all necessary documents.

Motion made by: Council Member Julie Thompson

Second: Council Member Council Member Franco McGee

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

Opposed – None

Action: Motion approved

Item #5: Water and Sewer Extension Policy Amendments

Recommendation:

The Public Enterprise Committee proposed policy amendments to The City's Water and Sewer Extensions Policy. The proposed policy is for information only prior to presenting to City Council. Feedback and discussion are welcome for any additional revisions that may be deemed necessary.

Presentation and Discussion:

Robert Miller, General Manager of Energy Services and Water Resources, presented The City's Water and Sewer Extensions Policy provides for the orderly extensions and installation of water and sewer mains and system facilities (infrastructure) to serve the needs of the City and future economic development. It coordinates the master planning of water and sewer infrastructure with development interests and proposals. It also defines financing responsibility for installing water and sewer infrastructure.

Staff has identified some needed changes to the policy. A summary of the changes is as follow:

I Purpose of Policy and Definitions

- Added paragraph A which included language requiring the determination of a possible Infrastructure Agreement at the time of annexation and/or zoning/rezoning process providing information is available to provide City Council information for the annexation consideration
- Added several additional definitions
 - Betterments
 - Developer
 - Donated Assets

II. Financing and Responsibility for Extensions of Water and/or Sewer Infrastructure

- Revised paragraph II.B.2 to simplify explanation of what qualifies for a City financed water and/or sewer extensions

III. Extensions and Facilities provided by the City of Monroe

- Removed reference to rear lot line when easement is noted
- Revised Water and Sewer Mast Plans and Capital Improvement Plans to be adopted utility planning principles, engineering analyses, and design standards in effect at the time

IV. Extensions Initiated by Property Owner or Developer

- Revised paragraph IV.A, added sentence describing infrastructure installed for a new developer as donated assets.
- Revised paragraph IV.B to replace role with utility and Capital Improvement Plans with adopted planning documents or current engineering analyses
- Revised paragraph IV.C to revise Water and Sewer Mast Plans and Capital Improvement Plans to be adopted utility planning principles, engineering analyses, and design standards in effect at the time
- Paragraph IV.D, replaced subdivision homeowner with HOA at multiple locations
- Paragraph IV.D.3.c, removed last sentence in paragraph that referred to initial testing of a grinder pump

VII. Sizing of Water and Sewer Infrastructure and Infrastructure Agreements

- Revised paragraph VII.A to reference review of annexation and/or zoning/re-zoning plans and to define the process to be followed
- Revised paragraph VII.A to reference betterment where oversizing is issued

IX. Water and Sewer Extensions to Areas Annexed into the City Limits

- Revised paragraph IX.B to reference timeframe of when determination of an Infrastructure Agreement will be made if information is available
- Revised paragraph IX.B to remove all reference to involuntary annexations

This item is for discussion and feedback for suggested revisions to the policy.

Motion: Forward the suggested revisions to the policy for discussion and feedback to the city Council Strategic Meeting on November 10th, 2025.

Motion made by: Council Member James Kerr

Second: Council Member Julie Thompson

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

Action: Motion approved

Item #6: Budget Ordinance to Adjust Water & Sewer Capital Projects

Recommendation:

The Public Enterprise Committee staff requested a budget ordinance is necessary to amend the fiscal year 2026 budget in order to combine and adjust water and sewer projects in an effort to simplify the ongoing project structure and eliminate similar projects.

Presentation and Discussion:

Robert Miller, General Manager of Energy Services and Water Resources, presented a budget ordinance to amend the fiscal year 2026 in order to combine and adjust water and sewer projects in an effort to simplify the ongoing project structure and eliminate similar projects. Projects are being renamed as follow:

• WR 0706 Lake Dredging	\$50,000
• WR 1001 Quarry Purchase	\$50,000
• To WR 2502 Source Water Asset Management	\$100,000
• WR 1226 John Glenn Water Treatment Plant Expansion	\$1,900,759
• WR 2344 Water Pump St. #1 Switchgear Replacement	\$1,451,860
• WR 2601 WTP Lab/Admin Reno Construction	\$250,000
• To WR 2501 Water Treatment Plant Improvements	\$3,602,619
• WR 2333 Walkup Ave 10" Water Main Replacement	\$250,000
• To WR 2402 Water Main Replacement/Rehab	\$250,000
• WR 2303 Unionville Indian Trail PS Parallel	\$51,303
• To WR 2302 Water Main Extensions and System Reinforcements	\$51,303
• SR 2304 Hwy 601/W. Roosevelt Blvd Interchange	\$275,000
• SR 2305 N. Charlotte/MLK Intersection Improvements	\$375,000
• To SR 2026 Sewer – NCDOT Relocation Projects	\$650,000
• SR 2027 Land for WWTP Expansion	\$1,726,299
• SR 2127 Flow Equalization Basin	\$30,220
• SR 2343 WWTP Admin Building Renovation	\$7,855
• SR 2506 Clarifier Rehab #2	\$725,000
• To SR 2301 Waste Water Treatment Plant Improvements	\$2,489,374
• SR 2227 Hillsdale Creek Lift Station Updates	\$350,000
• To SR2226 Stewart Creek Pump Station	\$23,280
• To SR 2511 Pump Station/Lift Station Modernization	\$326,720
• SR 1727 Richardson Creek Outfall	\$803,407
• SR 2436 W. Franklin Street Sewer Realignment	\$337,000
• SR 2501 Upper Richardson Creek Sewer Syst Ph I	\$500,000

- To SR 2401 Sewer Main Replacement/Rehab \$1,640,407

Motion: To forward the recommendation for approval of the proposed budget ordinance to adjust water and sewer project balances for Fiscal Year 2026

Motion made by: Council Member Julie Thompson

Second: Council Member Franco McGee

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

Action: Motion approved

Item #7: Departmental Integration: Damage Prevention Division

Recommendation:
 The Public Enterprise Committee presented information regarding recent changes in North Carolina Damage Prevention Law as well as an update on third party infrastructure deployment occurring throughout Monroe and the greater utility service territory.

Presentation and Discussion:
 Jay Voyles, Deputy General Manager of Energy Services and Water Resources, provided information regarding 2025 North Carolina Damage Prevention Law that introduced several changes impacting local utility operations. These changes coincide with an unprecedented volume of fiber installations in and around Monroe by several private providers in addition to continued residential, commercial and industrial development occurring in the city.

Jay Voyles presented the recommendation of the reclassification of four existing Energy Services Utility Locator positions to Damage Prevention Specialists, the creation of (3) Damage Prevention Specialist positions and (1) Critical Assets Lead as a solution that will involve unifying efforts of both Energy Services and Water Resources under the newly unified Department structure.

Motion: To forward the recommendation for approval of the reclassification of four existing Energy Services Utility Locator positions to Damage Prevention Specialists, the creation of (3) Damage Prevention Specialist positions and (1) Critical Assets Lead and to place this request on the November 10th City Council Strategic Meeting.

Motion made by: Council Member Franco McGee

Second: Council Member Julie Thompson

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

Action: Motion approved

There being no further business, the meeting was adjourned at 5:00 p.m.

James Kerr, Chair

Next Meeting- December 2, 2025.



STAFF REPORT

TO: Public Enterprise Committee
VIA: Mark Watson, City Manager
DATE: December 2, 2025
FROM: Robert Miller, General Manager of Energy Services & Water Resources
PREPARED BY: Eric Howell, Electric Operations Manager
SUBJECT: Award of Purchase of one (1) DH50E Digger Derrick truck.

SUMMARY STATEMENT

The Public Enterprise Committee is requested to consider approving the purchase of one (1) DH50E Digger Derrick truck for the Energy Services Department – Electric Division.

REVIEW

The Purchasing Department has identified a DH50E Digger Derrick truck that meets all the needs and specifications for the Electric Division through Sourcewell. Sourcewell is a purchasing cooperative that collectively bids specified vehicles and equipment, providing competitive pricing as well as meeting statutory requirements. Municipalities and various educational institutions are allowed to utilize Sourcewell through membership to the cooperative. The City has been a member since 2010 and utilizing these contracts saves the time and expense of processing formal bids.

The vendor (Altec Industries, Inc.) and Sourcewell have entered into an agreement (Contract #12418-ALT) for the procurement of a Digger Derrick truck. Altec Industries, Inc. has provided a quote to the City for the Digger Derrick truck in the amount of \$437,736.00 that meets the requirements of the Sourcewell Contract. Therefore, it is recommended to purchase the Digger Derrick truck through Sourcewell’s Cooperative Purchasing program from Altec Industries, Inc. in the amount of \$437,736.00. Sufficient funds are budgeted for the purchase in account 5408220 424010.

RECOMMENDATION

Energy Services Staff recommends that the Public Enterprise Committee approve sending this request to City Council for approval to award the purchase of one (1) DH50 Digger Derrick truck to Altec Industries, Inc. in the amount of \$437,736.00 through Sourcewell's Cooperative Purchasing program. Sufficient funds are budgeted for the acquisition in account number 5408220 424010. Staff requests that this item is placed on the City Council Consent Agenda.

Attachment(s): Altec Industries, Inc. Quote #1909624 containing 1 page.

Quoted for: City of Monroe (NC)
 Altec Account Manager: Ivan Whitfield

REFERENCE ALTEC MODEL		Sourcwell Price
DH50	50' Fully Hydraulic derrick, rear mount	\$329,955

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1	DH50-E	50' Electric / Hydraulic Derrick, Rear Mount (DH50E)	\$5,451
2			
3			
4			

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1	Radio	RADIO REMOTE CONTROLS (Required with Platfrom)	\$16,414
2	MHW35	Hydraulic Front Winch, 35,000 LB Planetary Gear Single-Speed with Tool Boxes And RH Extended Shaft.	\$28,203
3	T40	REEL;HYDRAULIC;ONE 0.38 IN HOSE;ONE 0.50 IN HOSE;50 FT CAPACITY;50 FT INCLUDED;2 HOSES TOTAL;HANNAY;SPRING REWIND	\$1,678
4	POP1	Plastic Outrigger Pad, 24" x 24" x 1" (Pair)	\$597
5	POP1	Plastic Outrigger Pad, 24" x 24" x 1" (Pair)	\$597
6	CH	Cone Holder, Fold Over Post Style	\$415
7	Spot3	FOUR (4) POINT STROBE SYSTEM (LED)	\$843
8	VCAM	Backup Camera System	\$1,313
9	PTO-HM	PTO Hour Meter Digital with 10,000 Hour Display	\$182
10	TBE	ELECTRIC TRAILER BRAKE CONTROLLER. Controls Trailers with Electric Brakes, Wired to 7-Way Plug Next to Pintle Hook	\$475
SOURCEWELL OPTIONS TOTAL:			\$386,124

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT		\$8,059
2	UNIT & HYDRAULIC ACC		\$5,172
3	BODY		\$17,475
4	BODY & CHASSIS ACC		\$5,221
5	ELECTRICAL		\$7,449
6	FINISHING		\$0
7	CHASSIS		\$34,768
8	OTHER	Model Year Price Adjustment	-\$27,397
OPEN MARKET OPTIONS TOTAL:			\$50,747

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$436,871.00
Delivery to Customer: \$865.00
Estimated Taxes (Delivery non-taxable):

TOTAL FOR UNIT/BODY/CHASSIS: \$437,736.00

(C.) ADDITIONAL ITEMS (items are not included in total above)

1			
2			
3			
4			

Pricing valid for 45 days

NOTES

PRICING: Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are considered budgetary due to potential cost inflation, market volatility, and tariff implications. These prices will be reviewed based on market conditions and confirmed closer to the production date. Quotes and orders with chassis model years beyond the

current open order bank are estimates only. Altec's turn-key pricing is subject to change based on chassis pricing received from the OEM. Chassis model year, specifications, and price will be reviewed and confirmed when specific model year information becomes available from the OEM, and any chassis price difference, including adjustments for tariffs, will be passed through to the customer.

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days

TO ORDER: To order, please contact the Altec Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: 2027

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Please ask your Altec Account Manager for more information

Sourcewell Quote - City of Monroe DH50E



STAFF REPORT

TO: Public Enterprise Committee

VIA: Mark Watson, City Manager

DATE: December 2, 2025

FROM: Lisa Hollowell, Assistant City Manager

PREPARED BY: Lisa Hollowell, Assistant City Manager

SUBJECT: Hangar and Land Leases

SUMMARY STATEMENT

The City of Monroe released an RFP in 2024 for a long-term land lease on Airport pad L1 and selected Charlotte-Monroe Hangar 1, LLC to develop a new aircraft storage hangar under a thirty-year lease with renewal options. Council approval is now requested to ratify the lease agreement signed by the City Manager and Tenant.

The City of Monroe renegotiated contracts for hangar storage and aviation operations with Aerowood Aviation, LLC. The City has executed these contracts and the Council is being requested to ratify these agreements.

REVIEW

The City of Monroe issued a Request for Proposals in 2024 for a long-term land lease on a building pad at the Airport known as L1, Staff recommended and Council approved Charlotte-Monroe Hangar 1, LLC as the approved contractor for a land lease. This agreement establishes a thirty-year lease with two 5-year renewals for the construction of a hangar to be used for aircraft storage. The Tenant for this project was presented to and approved by City Council in 2024, and Council is now being asked to ratify the City Manager’s execution of the land lease for a hangar to be built on pad “L1.”

The City has renegotiated hangar leases with an existing business operating on Airport property, Aerowood Aviation, LLC, for hangars #5, #6, #9 aircraft storage, all associated office space and the main terminal office space. These agreements extend beyond one year. The Council is being asked to ratify these signed agreements.

RECOMMENDATION

It is recommended that the Public Enterprise Committee advise to Council ratification of the contracts with Charlotte-Monroe Hangar 1, LLC, for the land lease and with Aerowood Aviation, LLC for the multi-year leases for hangar storage. Additionally, Staff recommends that Council delegate the authority to the City Manager to negotiate, enter into, and sign all future, authorized Airport leases without the need for further City Council consideration.



STAFF REPORT

TO: Public Enterprise Committee

VIA: William M. Watson, City Manager

DATE: December 2, 2025

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

PREPARED BY: Jason Jarrett, Engineering Manager of Water Resources

SUBJECT: Change Order and Budget Ordinance for Construction Contract associated with Sanitary Sewer Relocation at 1403 W. Franklin Street

SUMMARY STATEMENT

The PEC is requested to consider a change order for the contract for construction of the sanitary sewer relocation at 1403 W. Franklin Street. Rock was unexpectedly encountered at the bore location and an unknown sewer lateral was discovered that needs to be relocated. A change order in the amount of \$51,500.00 is to account for the equipment, materials, and labor needed to bore through rock and relocate the lateral. City Council approved the original construction contract on August 12, 2025 in the amount of \$294,375.00 to Richard Suggs Construction, LLC. The revised contract will be not to exceed \$345,875.00.

REVIEW

A change order with Richard Suggs Construction, Inc. for \$51,500.00 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 reduced the available budget below the \$300,000 funded budget, requiring a budget amendment. Additional funding in the amount of \$50,000 was requested to be appropriated via budget amendment BO-2025-15 from the Water/Sewer Capital Project Reserve Fund. Additional funding in the amount of \$50,000.00 is requested to be appropriated via budget amendment BO-2025-24 from the Water/Sewer Capital Project Reserve Fund. This will provide an additional \$41,125 contingency in the contract to account for any remaining unforeseen circumstances.

Summary of Budget History			
Source	Date	Amount	Revised Total Remaining
CIP	FY 2025	\$300,000.00	\$300,000.00
Easement acquisition	3/21/2025	-\$13,000.00	\$287,000.00
Budget Ordinance	8/12/2024	+\$50,000.00	\$337,000.00
Construction Contract	8/12/2024	-\$294,375.00	\$42,625.00
Budget Ordinance	12/9/2025	+\$50,000.00	\$92,625.00
Contract Change Order	12/9/25	-\$51,500.00	\$41,125.00

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 December 9, 2025 consent agenda, the award of a contract change order 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 change order with Richard D. Suggs Construction Inc. will be in the amount of \$51,500.00.

Staff recommends a motion to approve Budget Ordinance BO-2025-24 for \$50,000.00 and forward to City Council for consideration on the December 9th consent agenda.

Attachments:

- City of Monroe Budget Ordinance BO-2025-24
- Change Order for Construction of Sanitary Sewer Relocation at 1403 W. Franklin Street
- 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-2025-24**

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
---------------------------------	----------

Expenses:

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

Water and Sewer Capital Project Fund:

Revenue:

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

Expenses:

Project Costs SR2436	\$50,000
----------------------	----------

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 9th day of December, 2025.

Robert Burns, Mayor

Attest:

Bridgette H. Robinson, City Clerk



CITY OF MONROE
NORTH CAROLINA

CHANGE ORDER

CHANGE ORDER NUMBER: 1

DATE: November 24, 2025

PROJECT: Sanitary Sewer Relocation at 1403 W. Franklin Street

PROJECT NUMBER: 24-36

CONTRACT NUMBER: 13595

CONTRACTOR: Richard D. Suggs Construction, LLC

ADDRESS: 4610 Paige Road
Mt. Pleasant, NC 28124

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

ORIGINAL CONTRACT AMOUNT		<u>\$294,375.00</u>
Contingency Included in Contract	\$ <u>0</u>	
Contingency Deduct	\$ <u>0</u> (cumulative)	
Remaining Contingency	\$ <u>0</u>	
NET CHANGE BY PREVIOUS CHANGE ORDER		\$ <u>0</u>
CONTRACT TOTAL PRIOR TO THIS CHANGE ORDER		<u>\$294,375.00</u>
AMOUNT OF THIS CHANGE ORDER		<u>\$51,500.00</u>
REVISED CONTRACT TOTAL INCLUDING THIS CHANGE ORDER		<u>\$345,875.00</u>

CHANGE ORDER INCLUDES THE FOLLOWING WORK TO BE PERFORMED:

- Bore and Jack 18” casing price changed due to rock. If the casing size needs to be increased to 24”, this change order will cover that increase as well. This includes

the cost of the 24” casing. The quote states that the City will provide pipe and manholes. That does not apply if the contractor chooses to use 24” casing instead of the 18” casing supplied by the city. In that case the contractor will provide the 24” casing.

- **The relocation of an existing sewer lateral.**
-

RECOMMENDED:

BY: _____ DATE: _____
Architect/Engineer/Consulting Staff

BY: _____ DATE: _____
Contractor

BY: _____ DATE: _____
City Project Superintendent

BY: _____ DATE: _____
Department Head

APPROVED:

BY: _____ DATE: _____
City Manager

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

Signature: _____ Date: _____
Finance Officer

CONTRACT FOR SANITARY SEWER RELOCATION AT 1403 W. FRANKLIN STREET

This Contract is made and entered into as of the 2nd day of September, 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. The total not to exceed contract amount is \$294,375.00

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

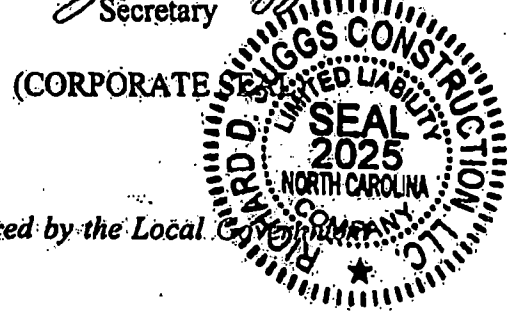
CONTRACTOR:
Richard D. Suggs Construction, LLC

BY: William M. Watson 9/15/2025
 Department Head
 William Mark Watson, City Manager

BY: [Signature]
 President, CEO,
 Partner, Owner
 Member, Manager
 Other: _____

ATTEST:

[Signature]
Secretary



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

Finance Officer: Lisa Strickland
Lisa Strickland

DATE: 9/15/2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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	CONTACT NAME: Chip Dimmick	PHONE (A/C, No, Ext): (704)896-9865	FAX (A/C, No): (704)322-3202
	E-MAIL ADDRESS: chip@partnersinsuranceagency.com		
INSURED Richard Suggs Construction LLC 4610 Paige Rd Mount Pleasant NC 28124	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Erie Ins Exch		26271
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	Y	Q33-1501162	09/15/2024	09/15/2025	EACH OCCURRENCE
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)
	GEN'L AGGREGATE LIMIT APPLIES PER:					MED EXP (Any one person)
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PERSONAL & ADV INJURY
	OTHER:					GENERAL AGGREGATE
A	AUTOMOBILE LIABILITY		Q01-1230685	01/12/2025	01/12/2026	COMBINED SINGLE LIMIT (Ea accident)
	ANY AUTO OWNED AUTOS ONLY					BODILY INJURY (Per person)
	HIRED AUTOS ONLY					BODILY INJURY (Per accident)
	SCHEDULED AUTOS NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)
A	UMBRELLA LIAB		Q28-2570579	04/25/2025	04/25/2025	EACH OCCURRENCE
	EXCESS LIAB					AGGREGATE
	DED RETENTION \$					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Q93-1501187	09/15/2024	09/15/2025	PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE
						E.L. DISEASE - POLICY LIMIT

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

City of Monroe 2401 Walkup Avenue Monroe NC 28110	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Hannah Johnson</i>

Fax: Email:

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/16/2025

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		CONTACT NAME: Chip Dimmick PHONE (A/C, No, Ext): (704)896-9865 FAX (A/C, No): (704)322-3202 E-MAIL ADDRESS: chip@partnersinsuranceagency.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Erie Ins Exch	NAIC # 26271
INSURED Richard Suggs Construction LLC 4610 Paige Rd Mount Pleasant NC 28124		INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Q33-1501162	09/15/2025	09/15/2026	EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1000000
						MED EXP (Any one person)	\$ 5000
						PERSONAL & ADV INJURY	\$ 1000000
						GENERAL AGGREGATE	\$ 2000000
						PRODUCTS - COMP/OP AGG	\$ 1000000
							\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		Q01-1230685	01/12/2025	01/12/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$		Q28-2570579	04/25/2025	04/25/2026	EACH OCCURRENCE	\$ 4000000
						AGGREGATE	\$ 4000000
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A Q93-1501187	09/15/2025	09/15/2026	PER STATUTE	OTH-ER
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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**

City of Monroe 2401 Walkup Avenue Monroe NC 28110	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Hannah Johnson</i>
---	--

Fax: Email:

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

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
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.			SUBTOTAL \$ 294,375.00
			TOTAL \$ 294,375.00

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

THIS PAGE INTENTIONALLY LEFT BLANK



STAFF REPORT

TO: Public Enterprise Committee

VIA: William M. Watson, City Manager

DATE: December 2, 2025

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

PREPARED BY: Jason Jarrett, Water Resources Engineering Manager

SUBJECT: NCDOT Utility Construction Request:

- NCDOT WBS Project 50177.1.1(12) – Hwy 74 Road Widening
- NCDOT WBS Project 45941.1.1(13) – Hwy 74/Secrest Short Cut Rd Intersection Improvements

SUMMARY STATEMENT

The PEC is requested to consider a Utility Construction Request (UCR) for utility relocation of existing water and sewer facilities along Hwy74 between Rocky River Road and Dickerson Boulevard, as well as Hwy 74 at the intersection of Secrest Short Cut Road in coordination with an NCDOT widening and improvement project.

REVIEW

The NCDOT is in the early stages of design and right-of-way acquisition for their WBS Projects 50177.1.1(12) and 45941.1.1(13), which involves road widening in Hwy 74 between Rocky River Road / Dickerson Blvd. and intersection/widening improvements at Hwy 74 and Secrest Short Cut Road. The intent of these road improvements is to improve traffic flow along the Hwy 74 corridor. As part of the NCDOT road improvement project, numerous City of Monroe water and sewer facilities will be impacted and will require relocation. The Let Date is anticipated for June, 2030.

Due to the nature of NCDOT projects of this sort, it is best to coordinate the design and work for the relocated water and sewer facilities with the NCDOT throughout the project undertaking. This coordination includes utilizing an NCDOT approved engineering firm to do the design as well as having the water and sewer facilities relocation incorporated in the NCDOT contract for the road improvement project. Without this coordination, the City of Monroe would be required to complete

the design in conjunction with NCDOT design and obtain the services of a contractor to perform the water and sewer relocation in sequence with the construction activities of the NCDOT contractor.

Currently, according to NCDOT policy, municipalities with utilities encroaching in an NCDOT right-of-way are required to pay a portion of the cost for relocation of the utilities. This portion is based upon population. The City of Monroe, with a population below 50,000 would need to pay 25% of the relocation cost. Once population reaches 50,000 the percentage increases to 50%.

The Utility Construction Request (UCR) is the document produced by NCDOT to allow for government bodies to request such coordination. A copy of this document has been completed and accompanies this Staff Report. Once the plans are finalized and the NCDOT has generated an estimate of cost, an agreement will be executed between the NCDOT and the City of Monroe. This agreement will include an estimated cost, with final cost being based upon actual cost of engineering, right-of-way acquisition and construction. Funding will be appropriated at the time of the agreement.

RECOMMENDATION

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

Staff recommends authorization for the City Manager to sign the UCR and recommends forwarding to City Council for consideration on the December 9, 2025 consent agenda.

Attachments:

NCDOT Utility Construction Request – Project WBS 50177.1.1(12) and 45941.1.1(13)

NCDOT UTILITY CONSTRUCTION REQUEST

DATE: _____
PROJECT WBS and TIP NO: _____
COUNTY: _____
PROJECT DESCRIPTION: _____

TO: *Name & Title* _____
NCDOT Utility Representative

_____ (the "Owner") owns facilities on the above referenced project. Owner understands that certain utility facilities may require relocation to accommodate this project. Owner is requesting that the North Carolina Department of Transportation (NCDOT) includes the relocation of the following facilities in the highway construction contract that may be in conflict or required for the project:

- Water utilities Sewer utilities
- Gas utilities Other (specify): _____

UTILITY RELOCATION DESIGN

Check the applicable box below:

- A. Owner requests NCDOT, through its own forces or contracted firm, to perform the relocation design and permitting services and obtain authorization to construct from NCDEQ or regulating agency and agrees to the following:

Owner will review and provide comments for milestone design deliverables within fifteen (15) calendar days of submittals. Milestone design deliverables include but may not be limited to: Preliminary Alignment Plans; Advanced Alignment Plans and Profiles; and Final Plans and Special Provisions. Non-responsiveness or failure to respond within this timeframe by Owner indicates Owner's acceptance of design submittals as provided.

- B. Owner intends to self-perform or contract with a professional engineering firm to complete the required relocation design and authorization to construct. In doing such Owner agrees to provide the following to NCDOT in accordance with NCDOT's [Utilities Accommodation Manual \(UAM\)](#) and project schedule:

1. Preliminary Utility Construction Estimate
2. Preliminary Utility Construction Plans
3. Geotechnical Investigation (Trenchless) Request
4. Utility Easement Request and Utility Parcel List
5. Advanced Utility Construction Estimate
6. Utility Agreement Plans
7. Water/Sewer Permit Applications
8. Utility Construction Plans and Project Special Provisions
9. Approved Water/Sewer Permit Applications
10. Final Utility Construction Plans

All designs shall be developed:

- a. By a professional engineering firm [Prequalified by NCDOT](#) to perform the following Consulting Discipline Codes as required:
 - 00173 Public Water Distribution Systems
 - 00174 Public Water Transmission Systems
 - 00202 Sanitary Sewer Force Main & Pump Stations
 - 00203 Sanitary Sewer Collection Systems
 - 00204 Sanitary Sewer Outfall Systems

A current listing of Prequalified firms can be found on [NCDOT's Directory of Firms - Prequalified Consultants](#); and

- b. In Bentley MicroStation or OpenRoads Designer "ORD" format (.dgn) as required, and in the same project coordinate system and unit of measure. Electronic .dgn files and PDF plans meeting project requirements shall be submitted as deliverables. AutoCAD files and MicroStation or ORD files converted or exported from AutoCAD will not be accepted.

The name of the NCDOT Prequalified professional engineering firm that Owner intends to contract with for design purposes is listed below:

Quality control firms that perform reviews of design plans developed for the Owner do not need to be Prequalified by NCDOT.

UTILITY BETTERMENT

Check the applicable box below:

- A. Owner is not requesting any utility betterments as part of this request.
- B. Owner is requesting the following utility betterments as part of this request:

By executing this UTILITY CONSTRUCTION REQUEST, Owner agrees to the following:

1. Owner has reviewed NCDOT's most current version of the [Utility Construction Agreement](#), [Use and Occupancy Agreement](#), [Utility Preliminary Engineering Agreement - Payable](#), [Utility Preliminary Engineering Agreement - Receivable](#), [Standard Specifications for Roads and Structures](#), and [Roadway Standard Drawings](#). Furthermore, Owner acknowledges the terms, conditions, specifications and provisions included within said documents and agrees to use NCDOT's most current contract document(s) available at the time of execution.
2. Reimbursement of design and relocation costs to NCDOT or to Owner will be determined in accordance with Section 4.4 of NCDOT's UAM.
3. Owner understands that NCDOT owns the construction contract, construction plans and construction methods. NCDOT is constructing the requested facilities on behalf of the Owner. Owner agrees to provide NCDOT with all available

information required for the analysis of the existing facilities and the design of the facilities to be relocated. This information will be provided without condition or restriction and may include but is not limited to: system records, design plans, capacity studies, maintenance records, as-built records, CCTV inspection reports/videos, and executed permits. The Owner retains ownership of the facilities constructed by NCDOT both during and after construction.

4. NCDOT reserves the right to not include all or a portion of the relocation work in the contract if the Owner is not meeting its obligations under this request, or if NCDOT determines that inclusion of the relocation work, betterment, or new facilities is not in the best interest of the project.

Owner (officer/director)

[print] _____ [MUNICIPAL SEAL]

[signature] _____

[title] _____

Owner (witness)

[print] _____

[signature] _____

[title] _____

NCDOT

[print] _____

[signature] _____

[title] _____

NCDOT UTILITY CONSTRUCTION REQUEST

DATE: _____
PROJECT WBS and TIP NO: _____
COUNTY: _____
PROJECT DESCRIPTION: _____

TO: *Name & Title* _____
NCDOT Utility Representative

_____ (the "Owner") owns facilities on the above referenced project. Owner understands that certain utility facilities may require relocation to accommodate this project. Owner is requesting that the North Carolina Department of Transportation (NCDOT) includes the relocation of the following facilities in the highway construction contract that may be in conflict or required for the project:

- Water utilities Sewer utilities
- Gas utilities Other (specify): _____

UTILITY RELOCATION DESIGN

Check the applicable box below:

- A. Owner requests NCDOT, through its own forces or contracted firm, to perform the relocation design and permitting services and obtain authorization to construct from NCDEQ or regulating agency and agrees to the following:

Owner will review and provide comments for milestone design deliverables within fifteen (15) calendar days of submittals. Milestone design deliverables include but may not be limited to: Preliminary Alignment Plans; Advanced Alignment Plans and Profiles; and Final Plans and Special Provisions. Non-responsiveness or failure to respond within this timeframe by Owner indicates Owner's acceptance of design submittals as provided.

- B. Owner intends to self-perform or contract with a professional engineering firm to complete the required relocation design and authorization to construct. In doing such Owner agrees to provide the following to NCDOT in accordance with NCDOT's [Utilities Accommodation Manual \(UAM\)](#) and project schedule:

1. Preliminary Utility Construction Estimate
2. Preliminary Utility Construction Plans
3. Geotechnical Investigation (Trenchless) Request
4. Utility Easement Request and Utility Parcel List
5. Advanced Utility Construction Estimate
6. Utility Agreement Plans
7. Water/Sewer Permit Applications
8. Utility Construction Plans and Project Special Provisions
9. Approved Water/Sewer Permit Applications
10. Final Utility Construction Plans

All designs shall be developed:

- a. By a professional engineering firm [Prequalified by NCDOT](#) to perform the following Consulting Discipline Codes as required:
 - 00173 Public Water Distribution Systems
 - 00174 Public Water Transmission Systems
 - 00202 Sanitary Sewer Force Main & Pump Stations
 - 00203 Sanitary Sewer Collection Systems
 - 00204 Sanitary Sewer Outfall Systems

A current listing of Prequalified firms can be found on [NCDOT's Directory of Firms - Prequalified Consultants](#); and

- b. In Bentley MicroStation or OpenRoads Designer "ORD" format (.dgn) as required, and in the same project coordinate system and unit of measure. Electronic .dgn files and PDF plans meeting project requirements shall be submitted as deliverables. AutoCAD files and MicroStation or ORD files converted or exported from AutoCAD will not be accepted.

The name of the NCDOT Prequalified professional engineering firm that Owner intends to contract with for design purposes is listed below:

Quality control firms that perform reviews of design plans developed for the Owner do not need to be Prequalified by NCDOT.

UTILITY BETTERMENT

Check the applicable box below:

- A. Owner is not requesting any utility betterments as part of this request.
- B. Owner is requesting the following utility betterments as part of this request:

By executing this UTILITY CONSTRUCTION REQUEST, Owner agrees to the following:

1. Owner has reviewed NCDOT's most current version of the [Utility Construction Agreement](#), [Use and Occupancy Agreement](#), [Utility Preliminary Engineering Agreement - Payable](#), [Utility Preliminary Engineering Agreement - Receivable](#), [Standard Specifications for Roads and Structures](#), and [Roadway Standard Drawings](#). Furthermore, Owner acknowledges the terms, conditions, specifications and provisions included within said documents and agrees to use NCDOT's most current contract document(s) available at the time of execution.
2. Reimbursement of design and relocation costs to NCDOT or to Owner will be determined in accordance with Section 4.4 of NCDOT's UAM.
3. Owner understands that NCDOT owns the construction contract, construction plans and construction methods. NCDOT is constructing the requested facilities on behalf of the Owner. Owner agrees to provide NCDOT with all available

information required for the analysis of the existing facilities and the design of the facilities to be relocated. This information will be provided without condition or restriction and may include but is not limited to: system records, design plans, capacity studies, maintenance records, as-built records, CCTV inspection reports/videos, and executed permits. The Owner retains ownership of the facilities constructed by NCDOT both during and after construction.

4. NCDOT reserves the right to not include all or a portion of the relocation work in the contract if the Owner is not meeting its obligations under this request, or if NCDOT determines that inclusion of the relocation work, betterment, or new facilities is not in the best interest of the project.

Owner (officer/director)

[print] _____ [MUNICIPAL SEAL]

[signature] _____

[title] _____

Owner (witness)

[print] _____

[signature] _____

[title] _____

NCDOT

[print] _____

[signature] _____

[title] _____



STAFF REPORT

TO: Public Enterprise Committee
VIA: William M. Watson, City Manager
DATE: December 2, 2025
FROM: Robert Miller, General Manager of Energy Services and Water Resources
PREPARED BY: Jason Jarrett, Water Resources Engineering Manager
SUBJECT: Stewarts Creek Pump Station Upgrade

SUMMARY STATEMENT

PEC is requested to consider a contract award for the installation of a fourth pump and pertinent upgrades at the Stewarts Creek Pump Station to increase pumping capacity, supporting community growth, while providing added pump redundancy.

REVIEW

The Water Resources Department received Request for Proposal responses on August 8, 2025 for Stewarts Creek Pump Station Upgrade. The project involves installation of a fourth pump, replacement of three check valves, installation of three new gauges and saddles, and application of new coatings on all existing piping. The pump and guide rail system will be provided by the city. The Stewarts Creek Pump Station was originally equipped with three pumps and is critical for our wastewater management. Due to increased wastewater volumes and future growth projections, we are upgrading the station by adding a fourth pump. By upgrading the pump station, we aim to ensure the sustainability and resilience of our wastewater management infrastructure to support ongoing community growth and maintain high service standards.

Responsive proposals were received from the following qualified contractors:

<u>Contractor</u>	<u>Proposal</u>
Harper General Contractors	\$240,597.20
State Utilities	\$351,200.00

For this contract, Staff is recommending award to Harper General Contractors in the amount of \$240,597.20.

The project construction funding previously approved by Council was \$750,000.

RECOMMENDATION

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

Staff recommends a motion to award the contract for the Stewarts Creek Pump Station Upgrade – fourth pump installation, replacement of three check valves, installation of three new gauges and saddles, and application of new coatings on all existing piping to Harper General Contractors, in the amount of \$240,597.20, authorization for the City Manager to execute the necessary documents, and send to Council for approval on December 9th consent agenda.

Attachments:

- Contract for Construction Services for the Stewarts Creek Pump Station Upgrades

CONTRACT FOR STEWARTS CREEK PS UPGRADE

This Contract is made and entered into as of the ___ day of _____, 20____, by the City of Monroe (“City”) and Harper General Contractors, Inc. (“Contractor”), () a corporation, () a professional corporation, () a professional association, () 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.** The Stewarts Creek Pump Station, originally equipped with three pumps, is crucial for our wastewater management. Due to increased wastewater volumes and future growth projections, we are upgrading the station by adding a fourth pump. By upgrading the pump station, we aim to ensure the sustainability and resilience of our wastewater management infrastructure to support ongoing community growth and maintain high service standards.

Section 2. **Services and Scope to be Performed.** The Contractor shall install a fourth pump, including the removal of existing blind flanges, installation of ductile iron piping, and integration of new valves and pressure gauges. The contractor shall replace three (3) check valves, install three (3) new gauges and saddle systems, and apply new coatings on all existing piping. The pump and stainless-steel guide rail system will be provided by the city. See Attachment E for a detailed list of materials being provided by the city. Contractor shall provide all other materials required for a complete installation. There is no electrical work associated with this contract. 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: Upon successful completion, an amount not to exceed \$240,597.20. This includes the following:

- \$163,005.14 – Installation of a fourth pump
- \$52,943.53 – Three (3) check valve replacements
- \$11,826.56 – Three (3) new gauges and saddle systems
- \$12,821.97 – New coatings on all existing piping

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. 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: Bid Form containing 1 pages(s).
- Attachment B: Harper's Proposal containing 5 page(s).
- Attachment C: Certificate of Insurance containing 1 page(s).
- Attachment D: Construction Plans containing 4 page(s).
- Attachment E: Materials provided by the City 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:

To the Contractor:

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

Jason Jarrett
City of Monroe
2401 Walkup Ave.
Monroe, NC 28110
(704) 282-4601
jjarrett@monroenc.org

Kimberly Sullivan
Harper General Contractors,
Inc.
35 W. Court Street
Greenville, SC 29601
(828) 275-7315
KSullivan@HarperGC.com

(By United States Postal Service):

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

Fax Number: (704) 290-1818

- 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 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:
Harper General Contractors,
Inc.**

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: _____ DATE: _____
Lisa Strickland

Attachment A – Bid Form

Attachment A
25-11 Stewarts Pump Station Upgrade
Bid Form

The Stewarts Creek Pump Station, originally equipped with three pumps, is crucial for our wastewater management. Due to increased wastewater volumes and future growth projections, we are upgrading the station by adding a fourth pump. This addition will enhance capacity, reliability, and system redundancy, ensuring the station can handle peak flows and maintain efficient operation.

The contractor shall add a fourth pump to enhance capacity and efficiency. This includes the removal of existing blind flanges, installation of ductile iron piping, and integration of new valves and a pressure gauge. Concrete supports and stainless steel guide rails will be installed to ensure stability and proper function. See attachment E for a list of materials & equipment to be provided by City:

Price for work:

\$163,005.14 Lump Sum Price *excluding adders

One hundred sixty-three thousand five and 14/100

(Lump Sum Price in Writing)

All other materials required for installation to be provided by contractor.

Harper General Contractors, Inc.

Name of Firm Submitting Proposal

35 W Court St, Greenville, SC 29601

Firm Address

Kimberly Sullivan

Printed Name of Authorized Representative



Signature of Authorized Representative

8/8/2025

Date

Project Manager

Title of Representative

Attachment B – Harper’s Proposal

City of Monroe Water Resources
Stewarts Creek PS Upgrade

8/8/2025

PROCORE

THE
1
HARPER
CORPORATION

HARPER
GENERAL CONTRACTORS

More than anything,
we build trust.

HARPERTM**X'S**

BUILD | SUPPORT | MAINTAIN

AGREEMENT FOR CONSTRUCTION SERVICES

CLIENT (“Owner”):	City of Monroe Water Resources
CLIENT ADDRESS:	30 W Crowell Street Monroe, NC 28112
CLIENT CONTACT:	Jason Jarrett jjarrett@monroenc.org 704-282-4624
PROJECT NAME:	Stewarts Creek Pump Station Upgrade
PROJECT ADDRESS:	2003 Stafford Street Ext Monroe NC, 28113
PROJECT NUMBER:	(463)
HARPERXS PROJECT MANAGER:	Kimberly Sullivan KSullivan@HarperGC.com 828-275-7315

Basis of Compensation to Contractor:

As compensation for the performance of the Work (defined below), Owner shall pay Contractor the **Lump Sum Amount** of \$163,005.14 in accordance with the City of Monroe Water Resources Standard Terms and Conditions. This lump sum amount excludes any requested adder pricing.

The above-named Owner has requested that HarperXS, division under Harper General Contractors, Inc. (“Contractor”), perform and furnish the construction services, labor, materials, and equipment described below in the Scope of Work. Upon execution of this Agreement for Construction Services (“Agreement”) by Owner and Contractor, this Agreement shall be binding upon Owner and Contractor in accordance with the terms stated herein. The parties’ Contract shall consist of this Agreement and the Contract Documents identified below in the Scope of Work, if any (collectively, the “Contract”). In the event the Owner and Contractor have previously executed a Master Services Agreement, the Owner and Contractor hereby agree and acknowledge that this Agreement (and the Contract) is not a “Work Order” within the meaning of the terms of such Master Services Agreement and this Agreement (and the Contract) shall not be subject to or governed by the terms of the Master Services Agreement.

A. Scope of Work:

- Contractor shall perform and furnish the construction services, labor, materials, and equipment (the “Work”) for the Project in accordance with the following Contract Documents furnished by Owner (“Contract Documents”):
 - Drawings / Specifications / Sketches (reference/date/title):
 - i. 001: 25-11 Stewarts Creek PS Upgrade – Full Contract

- The Main Scope of Work shall include the following:
 - Procurement and installation of the piping, valves, bolt kits, and gaskets as seen on project plan set B. The included piping and valves are as follows:
 - i. 24” FLGxFLG DIP spools (to be field measured before purchase)
 - ii. (1) 24” DI 90 elbow
 - iii. (1) 24”x12” DIP Reducer
 - iv. (1) 12” DI plug valve
 - v. (1) 12” DI check valve
 - vi. (1) 12” flanged coupling adaptor
 - vii. 8” FLGxFLG DIP piping (to be field measured before purchase)
 - viii. (1) 8”x5” eccentric reducer
 - Installation of (1) 5” DI 90 elbow (supplied by Owner)
 - Procurement and installation of (2) 24” flange type pipe supports
 - Installation of Fairbanks 5” Submersible Sewage Pump Package (supplied by Owner)
 - Installation of (1) concrete pump base
 - Installation of 2” SST Guide Rail system and supports (supplied by Owner)
 - Installation of two (2) concrete pipe supports
 - Installation of (1) concrete support for the 12” check valve
 - Installation of (2) coats high build epoxy to all new exposed piping valves and valve wheels
 - Procurement and installation of the pressure gauge assembly including:
 - i. (1) Ashcroft liquid filled pressure gauge
 - ii. (1) 12” strap style saddle
 - iii. (1) diaphragm seal
 - iv. miscellaneous components to match existing systems
 - Owner is responsible for all modified plant operations throughout the duration of Work. No plugs, line stops, or any other means of isolation are included herein.
 - Lockout/tagout and other safety procedures will be coordinated prior to shutdown
 - All management, supervision, and general conditions as required to perform the Work
 - All construction equipment as required to perform scope of Work
 - All safety equipment as required to perform scope of Work

- The scope of Work is further clarified by and subject to the following:
 - **Harper shall not be responsible for increased costs or schedule impacts resulting from a change in applicable laws, including the enactment of or change to tariffs. Owner will be notified and provided with back-up to support any changes and changes shall be incorporated via Change Order to this Proposal or as approved T&M.**
 - Harper assumes use of Owner’s overhead hoists for equipment setting is acceptable.

- Harper assumes that pipe and pressure testing will be visual with system pressure.
 - Harper has included (2) days for start-up support. Manufacturer's field services and training is by others.
 - Harper cannot guarantee or warranty work to rebuild existing valves. Valve inspection shall incur extra costs and be treated as a change order. Harper recommends full replacement for this reason.
 - The Contract includes the one-year warranty for correction of defects in the Work due to faulty materials or workmanship.
 - Contractor is not a licensed design professional. Contractor will not and shall not be required to perform or provide design services or design documents in connection with the Work. Contractor will not and shall not be required to retain any third party to perform or provide design services or design documents in connection with the Work. All design services or design documents to be performed or provided in connection with the Work (if any) shall be provided by Owner or a third party separately employed or retained by Owner, and Owner shall be fully responsible for the adequacy and completeness of any such design services or design documents.
- The scope of Work is further clarified by and subject to the following exclusions:
- No start-up services or manufacturer's field inspections are included for valves or other installations
 - Rock excavation/removal/blasting, or other services relating to or arising from subsurface, concealed, or other unknown conditions not expressly identified in the Contract Documents and included within the scope of the Work.
 - Treatment process performance guarantees
 - Existing structure condition guarantees
 - Electrical, SCADA, instrumentation, controls and/or integration work
 - Permitting (including obtaining or paying for building permit) and/or NC DEQ compliance
 - Material and/or geotechnical testing
 - Performance and Payment Bond
 - Any work not explicitly described above as being included in the scope of Work

B. Furnished by Owner:

- Submersible pump and all associated hardware
- Stainless steel guide rails

C. Schedule:

- Contractor shall complete the Work within a reasonable time under the circumstances. Liquidated damages, or other penalties associated with delivery times are not applicable to this agreement.
- Lead times for DI spools and valves are approximately fourteen (14) weeks from acceptance of submittals.

D. Compensation to Contractor for Performance of the Work – Lump Sum Basis

- Pricing provided in this proposal has been agreed upon.
- The Lump Sum Amount of \$163,005.14 does not include the following adder options. Please accept and initial below for any additional work required for the Scope of the project.

Adder Options:

ITEM	VALUE	ACCEPTED (Y/N)	INITIALS
(3) Check valve rebuild	\$36,358.84	N	JLJ
(3) Check valve replacement	\$52,943.53	Y	JLJ
(3) New gauges and saddle systems	\$11,826.56	Y	JLJ
New coatings on all existing piping	\$12,821.97	Y	JLJ

E. Harper General Contractors: Licensed, Bonded, & Insured

- Licensed in:
 - SC: Unlimited Building (BD5), Water/Waste Plant (WP5) & Water/Sewer Lines (WL5)
 - NC: Unlimited Building (BD), Water/Waste Plant & Lines (PU)
 - GA: Unlimited Building (GC), Utility Contractor (UC)
- Bonded: 45+ year with Chubb Surety, A++ rating
- Insured: Workman’s Comp, General Liability, Auto, Umbrella, Pollution Liability

Attachment C – Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/23/2025

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 Edgewood Partners Ins. Center 2720 3rd Avenue South Ste 100 Birmingham AL 35233	CONTACT NAME: Brandy Johnson	
	PHONE (A/C. No. Ext):	FAX (A/C. No):
E-MAIL ADDRESS: brandy.johnson@epicbrokers.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: National Union Fire Ins Co of Pittsburg		19445
INSURER B: The Continental Insurance Company		35289
INSURER C: New Hampshire Insurance Company		23841
INSURER D: Allianz Global Risks US Insurance Co		35319
INSURER E: Hartford Fire Insurance Company		19682
INSURER F: Travelers Property Casualty Co of Amer		25674

COVERAGES

CERTIFICATE NUMBER: 829867855

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GL3561382	8/1/2025	8/1/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA3326194	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	8033365641 USL03167325	8/1/2025 8/1/2025	8/1/2026 8/1/2026	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC13588166	8/1/2025	8/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
E F	Master Builders Risk L&R Equipment			21MSDS5916 QT630B3836069TIL25	8/1/2025 8/1/2025	8/1/2026 8/1/2026	Any One Building 75,000,000 Per Item 1,000,000

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

Project:(10-024) Stewarts Creek PS Upgrade 2003 Stafford Street Ext Monroe, NC 28113

General Liability, Auto Liability, & Pollution Liability include blanket additional insured endorsements (on a primary and non-contributory basis) as required by written contract;

GL additional insured endorsement includes ongoing and completed ops; General Liability includes XCU.

General Liability, Auto Liability, Pollution Liability and Workers Compensation include blanket waiver of subrogation endorsements, as required by written contract;

Umbrella/Excess is follow form over general liability, auto liability and employers liability;

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Monroe Water Resources
 30 W Crowell Street
 Monroe NC 28112

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Attachment D – Construction Plans

STEWART CREEK PUMP STATION UPGRADE CITY OF MONROE PROJECT 22-26 IN UNION COUNTY, NORTH CAROLINA PLAN SET B

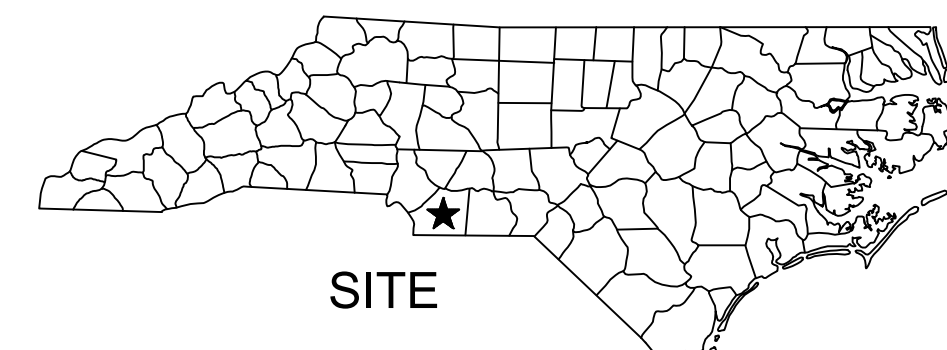


GENERAL NOTES

1. THE WORK SITE AND EQUIPMENT SHALL BE SECURED AT THE END OF EACH DAY AND ALL OTHER TIME(S) WHEN CONSTRUCTION PERSONNEL ARE NOT ON-SITE.
2. IF ANY DISCREPANCIES ARE FOUND BETWEEN THE PLANS, SPECIFICATIONS, OR SPECIAL PROVISIONS, THE MORE STRICTER SHALL GOVERN UNLESS AN ALLOWANCE IS MADE BY THE WATER RESOURCES ENGINEER.
3. ALL FIELD REVISIONS (DURING CONSTRUCTION) TO THE PROPOSED ALIGNMENT OF THE SYSTEM IMPROVEMENTS SHALL BE COORDINATED WITH THE CITY OF MONROE WATER RESOURCES ENGINEER.
4. ALL WORK SHALL CONFORM TO THE LATEST VERSION OF THE CITY OF MONROE STANDARD SPECIFICATIONS AND DETAIL MANUAL. ALL WORK SHALL BE INSPECTED BY THE CITY OF MONROE'S APPOINTED REPRESENTATIVE.
5. ALL SANITARY SEWER PERMITS SHALL BE ON-SITE AND AVAILABLE AT ALL TIMES DURING CONSTRUCTION AND AS-BUILT RED LINES.
6. A SET OF CONSTRUCTION DRAWINGS SHALL BE ON SITE AT ALL TIMES DURING THE CONSTRUCTION OF THE PROJECT.
7. ALL ELECTRICAL AND INSTRUMENTATION WORK BY SEPERATE CONTRACT (SEE PLAN SET C.)



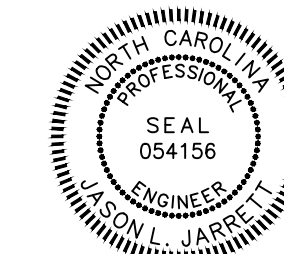
VICINITY SKETCH Not to scale



All utility companies have been contacted and requested to identify their lines in the area of proposed construction. All existing utilities, as marked by the individual locators, have been shown on these drawings to the best of our abilities. Contractor shall contact N.C. One Call prior to excavation to confirm that all utilities have been properly identified.

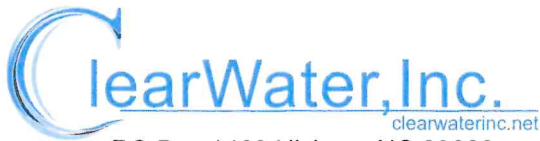
LIST OF DRAWINGS

DESCRIPTION	SHEET NO.
TITLE SHEET	1
PLAN VIEW 1	2
PLAN VIEW 2	3
PLAN VIEW 3	4



07/03/2025 P.E.
 DATE

Attachment E – Materials Provided by City



Quote

PO Box 1469 Hickory, NC 28603
 Phone: (828) 855-3182 Fax: (828) 855-3183
 www.clearwaterinc.net

Date	Estimate #
3/11/2022	20220487

Name / Address
City of Monroe PO Box 69 Monroe, NC 28111 Attn: Accounts Payable

Ship To
City of Monroe Water Resources 2401 Walkup Ave. Monroe, NC 28110 Attn.: Lawrence White

Requestor	Phone	Email	Prepared By	Terms	Lead Time
	(704) 282-4632	lwhite@monroenc.org	Gwyn Wilson	Net 30	16 to 18 weeks ARO

Item	Qty	Description	Unit Price	Total
20220487-A	1	FM 5" x 6" D5436MV submersible w/ 150HP, 1750RPM, 3/60/460VAC, 60' Control cable, SS Impeller and Casing Wear Ring, Silicon/Tungsten upper and lower seals, SS Impeller Hardware with 5" x 6" Discharge Elbow Included	53,740.00	53,740.00T
Guide Rails 2" 304SS	100	1 lot of 2" Sch 40 304 SS guide rails. 5-20' pcs. Total 100'	47.00	4,700.00T
20220487-B	1	CCT - PNR-110A Seal Fail Relay	130.00	130.00T
20220487-C	1	CCT - RUZC2M Seal Fail Relay Socket	20.00	20.00T
		Additional pump to replicate the same conditions as S/N 2151755		
		NC 6.75% Sales Tax	6.75%	3,954.83

The above quoted prices do not include freight.

Total \$62,544.83

REMIT TO:
Hickory Office:
 PO Box 1469
 Hickory, NC 28603
 (828) 855-3182

Richmond Office:
 502 Research Road
 N. Chesterfield, VA 23236
 (804) 378-3550

Quote Valid for 30 days.
 A 3% fee will be added for credit card fees.
 Freight is prepaid and added unless quoted.