

**PUBLIC SAFETY COMMITTEE
CITY HALL CONFERENCE ROOM
300 W. CROWELL STREET
MONROE, NORTH CAROLINA 28112**

www.monroenc.org

September 2, 2026 – 4:15 PM

AGENDA

1. Minutes of Public Safety Committee Meeting of August 3, 2026
2. Fire Department Acceptance of State of North Carolina Directed Grant
3. Resolution of Intent to Abandon Portion of Public Right-of-Way of Stewart Street and Calling for Public Hearing to be Held October 13, 2026
4. Police Department Grant Acceptance for Bureau of Justice Assistance Fiscal Year 2025 Edward Byrne Memorial Justice Program – Local Formula
5. Police Department Grant Application for COPS Law Enforcement Mental Health and Wellness Act Program for Fiscal Year 2026
6. Police Department Grant Application for COPS Community Policing Development Microgrants Program for Fiscal Year 2026
7. Resolution Authorizing Donation of Bicycles and Bicycle Repair Stand to Stanfield, North Carolina Police Department
8. Traffic Complaints in the Westover Dr/Virginia Ave area
9. Speed Limit Reduction Request for Crowell Street
10. Request to Award the Purchase of a Mini Excavator
11. Proposed Asphalt Paving Program Contract
12. Request to Close Ann St at King Oak
13. Updates to Engineering Standard Specifications and Detail Manual
14. Award of 2026-2027 Resurfacing/Reclamation Cement Mix Design and QA Testing Services Contract
15. Rejection of Bids for the City of Monroe Pavement Preservation Project

**PUBLIC SAFETY COMMITTEE
MEETING MINUTES
August 3, 2026**

The Public Safety Committee met on August 3, 2026, at 4:15 p.m. in the City Hall Large Conference Room.

Members Present: Chairman David Dotson, Council Member Julie Thompson

Absent:

Staff Present: City Manager Mark Watson, Assistant City Manager Lisa Hollowell, Fire Chief Ron Fowler, Fire Deputy Chief Travis Stegall, Fire Battalion Chief Johnny Blythe, Fire Administrative Assistant II Alice Withers, Police Assistant Chief T. J. Goforth, Police Major Shannon Huntley, Finance Director Lisa Strickland, Accounting Manager Ashley Ivey, Senior Budget Analyst Angela Duncan, City Attorney Richard Long, Senior Staff Attorney Terry Sholar, Staff Attorney Mike Hayden, Grant Administrator Lisa Kerner, Engineering Director Sarah McAllister, Land Development Engineering Manager Will Auret, Planning and Development Director Lisa Stiwinter, Assistant Planning and Development Director Doug Britt, Transportation Planner Bryson Hester

Guests:

Chairman David Dotson called the meeting to order at 4:17 p.m.

Item 1: Minutes from July 6, 2026 Meeting

Chairman Dotson made a motion to approve the minutes of the Public Safety Committee meeting of June 1, 2026. Council Member Thompson seconded the motion and the motion passed unanimously.

Item 2: Budget Amendment for Fire Department Payment from Union County Water Rescue and Hazardous Material Response Assistance Interlocal Agreement

Fire Chief Ron Fowler presented to the Committee a check in the amount of \$75,000 from Union County for an Interlocal Agreement, asking that \$37,500 go to Swift Water Rescue and \$37,500 go to Hazardous Material Response mutual aid. Chairman Dotson made a motion to forward to Council for approval. Council Member Thompson seconded the motion and the motion passed unanimously.

Item 3: Fire Apparatus Replacement Plan

Fire Chief Ron Fowler presented to the Committee an apparatus replacement plan, as well as projected estimated cost. This item was for information purposes only.

Item 4: Transfer of Ownership of Retiring K-9 Tank (Surplus Equipment) to Police Officer Brian Hunter

Police Assistant Chief TJ Goforth presented to the Committee a request transfer ownership of retiring K-9 Tank to his handler Officer Brian Hunter. Council Member Thompson made a motion to forward to Council for approval. Chairman Dotson seconded the motion and the motion passed unanimously.

Item 5: Police Department Reclassification from Parking Enforcement to Community Liaison

Police Assistant Chief TJ Goforth presented to the Committee a request to reclassify the two Parking Enforcement positions to Community Liaison. Chairman Dotson made a motion to approve the request. Council Member Thompson seconded the motion and the motion passed unanimously.

Item 6: Budget Ordinance – Safe Streets and Roads for ALL (SS4A) Safety Action Plan

Transportation Planner Bryson Hester presented to the Committee a request to approve and forward to Council a Budget Ordinance for the Safe Streets and Roads for All (SS4A) Safety Action Plan which will help Monroe take a more structured data-driven approach to transportation safety by identifying key issues, reviewing crash and roadway conditions, gathering input, and prioritizing future safety improvements. The total project budget is \$150,000, consisting of \$120,000 in federal funds and a required \$30,000 local match. Chairman Dotson made a motion to forward to Council for approval. Council Member Thompson seconded the motion and the motion passed unanimously.

Item 7: NC 200 (MLK/Dickerson) and Charlotte Ave Improvements

Engineering Director Sarah McAllister presented to the Committee a request to consider funding inquiry from the North Carolina Department of Transportation (NCDOT) for the NC 200 (MLK Blvd/Dickerson Blvd) and Charlotte Ave improvements project. Chairman Dotson made a motion to discuss further at the City Council Strategic Planning meeting later this month to allow Staff to discuss with Council. Council Member Thompson seconded the motion and the motion passed unanimously.

Item 8: Speed Limit Reduction Request for Stafford Street Extension

Engineering Director Sarah McAllister presented to the Committee a request to reduce the speed limit on Stafford Street Extension from Sutherland Ave to the northern City Limits from 45 mph to 35 mph. Chairman Dotson made a motion to forward to Council for approval. Council Member Thompson seconded the motion and the motion passed unanimously.

Item 9: NCDOT Betterment Agreement for Aesthetic Wall Enhancements – Concord Avenue Bridge Replacement

Transportation Planner Bryson Hester presented to the Committee a request to approve a Betterment Agreement with the North Carolina Department of Transportation for aesthetic enhancements associated with the replacements of Concord Avenue bridge over US 74/NC 200 and authorized City Manager to execute the agreement.

Chairman Dotson made a motion to forward to Council for approval, however, if the cost for the enhancements exceeds 10%, come back to Council for an update. Council member Thompson seconded the motion and the motion passed unanimously.

Item 10: Budget Ordinance and NCDOT Municipal Agreement for the Circle Drive Shared-Use Path Project

Transportation Planner Bryson Hester presented to the Committee a request to recommend City Council approve the Budget Ordinance and North Carolina Department of Transportation (NCDOT) Municipal Agreement for the Circle Drive Shared-Use Path following Monroe's award of CRTPO discretionary grant funding. This project will add approximately 0.48 mile, 8-foot ADA compliant, shared-use path along one side of Circle Drive between E. Franklin Street and Sunset Drive. Council Member Thompson made a motion to forward to Council for approval. Chairman Dotson seconded the motion and the motion passed unanimously.

Item 11: Proposed Right-of-Way Abandonment – 4 foot-wide-walkway between Elizabeth Avenue and Normand Street

Engineering Director Sarah McAllister presented to the Committee a request to abandon approximately 203 linear feet of four-foot-wide walkway right-of-way between Elizabeth Avenue and Normand Street near East Elementary School. Council Member Thompson made a motion to forward to Council for approval. Chairman Dotson seconded the motion and the motion passed unanimously.

Item 12: Flashing Red Frames Added to Stop Signs at Intersection of Virginia Ave and S. Westover Drive

At the request of Chairman Dotson, this topic was for discussion purposes only.

Item 13: Speed Cushions on Arnold Drive

At the request of Chairman Dotson, this topic was for discussion purposes only. It was suggested to reduce growth for better sight at the "S" curve.

Item 14: Review Curfew Ordinance

At the request of Chairman Dotson, this topic was for discussion purposes only. It was suggested to update the ordinance.

Item 15: Engineering Department Award of Purchase Contract for Dump Truck

Engineering Director Sarah McAllister presented to the Committee a request to consider awarding the purchasing contract for a Freightliner dump truck and authorize the City Manager to execute any and all documents to Council for approval. Chairman Dotson made a motion to forward to Council for approval. Council Member Thompson seconded the motion and the motion passed unanimously.

Item 16: Armored Vehicle Purchase

Police Assistant Chief Goforth presented to the Committee a request to authorize the Monroe Police Department to terminate its current armored vehicle procurement contract with The Armored Group due to delays and missed completion deadlines, and enter into a new contract

with International Armored Group (IAG). Chairman Dotson made a motion to allow the Monroe Police Department to terminate their current armored vehicle procurement contract with The Armored Group and enter into a new vehicle procurement contract with the International Armored Group (IAG). Council Member Thompson seconded the motion and the motion passed unanimously.

Item 17: Office of Justice Allotment Grant

City Manager Mark Watson presented to the Committee that the City of Monroe has been awarded the Office of Justice Allotment Grant, Edward J Byrnes (JAG) in the amount of \$77,674 for the police department to be used for their real-time crime center. This item is for informational purposes only.

Adjournment

There being no further business, Chairman Dotson made a motion to adjourn the meeting. Council Member Thompson seconded the motion, which passed unanimously, and the meeting was adjourned at 5:16 p.m.

Respectfully submitted,

Alice Withers – Committee Secretary



STAFF REPORT

TO: Public Safety Committee

VIA: Mark Watson, City Manager

DATE: September 2, 2026

FROM: Ronald D. Fowler, Fire Chief

PREPARED BY: Bryan Kindley, Deputy Chief

SUBJECT: Acceptance of State of North Carolina Directed Grant

SUMMARY STATEMENT

Public Safety Committee is requested to accept a directed grant from the State of North Carolina, provided through a special appropriation by the North Carolina General Assembly.

REVIEW

The North Carolina General Assembly appropriated \$350,000 to the City of Monroe for expenditures for the Monroe Fire Department for FY 2026-27. This directed grant is administered by the North Carolina Office of State Budget and Management through the Regional Economic Development Reserve.

RECOMMENDATION

Staff requests that the Public Safety Committee recommend that City Council accept the \$350,000 of appropriations and approve the attached budget amendment to appropriate the funds to the Fire Department expenditure accounts.

Attachment: BA-2026-15

CITY OF MONROE
BUDGET AMENDMENT
BA-2026-15

Amendment necessary to appropriate funding from the State of North Carolina to be used by the Fire Department for fire department expenditures.

General Fund:

Revenues:	
Restricted Revenue	\$ 350,000
Expenditures:	
Public Safety	\$ 350,000

Adopted this 8th day of September, 2026.

Robert A. Burns, Mayor

Attest:

Bridgette H. Robinson, City Clerk



STAFF REPORT

TO: Public Safety Committee

VIA: Mark Watson, City Manager

DATE: September 2, 2026

FROM: Jeff Wells, Assistant City Manager

PREPARED BY: Jeff Wells, Assistant City Manager

SUBJECT: Resolution of Intent to Abandon a Portion of the Approximate 40 Foot Public Right-of-way of Stewart Street from Franklin Street to the Northwest Corner of Property Owned by Monroe Hospitality LLC and to Abandon the Remaining Portion of an Alley Right-of-Way Between West Franklin Street and Jefferson Street on the West Side of Stewart Street.

SUMMARY STATEMENT

The Public Safety Committee is requested to consider the abandonment of described two rights-of-way in order for the downtown hotel project to progress forward.

REVIEW

Staff is bringing forward the city-initiated request to abandon

- 1) a portion of the approximate 40-foot right-of-way of Stewart Street from Franklin Street to the northwest corner of property owned by Monroe Hospitality LLC as recorded in Record Book 9386, Page 50. And
- 2) the remaining portion of an alley right-of-way as shown on the J. R. English Estate subdivision recorded in Plat Book 1, Page 127. The alley between Franklin Street and Jefferson St and on the west side of Stewart Street.

The attached map highlights the area of both streets to be abandoned. Per the Economic Development Agreement dated May 26, 2026 the city is required to proceed to consider the

abandonment of the rights-of-way adjacent to the downtown hotel project and remove utilities located therein within 12 months from the date the deed is conveyed.

The request was routed directly to all City departments for review.

The Resolution of Intent calls for a Public Hearing to be held on October 13th, 2026 to consider the right-of-way abandonment request. The resolution calling for the Public Hearing will be published once a week for four (4) consecutive weeks prior to October 13th in accordance with the General Statutes. Right-of-way abandonment signs will also be posted in at least two places along the right-of-way advising the Public Hearing date.

RECOMMENDATION

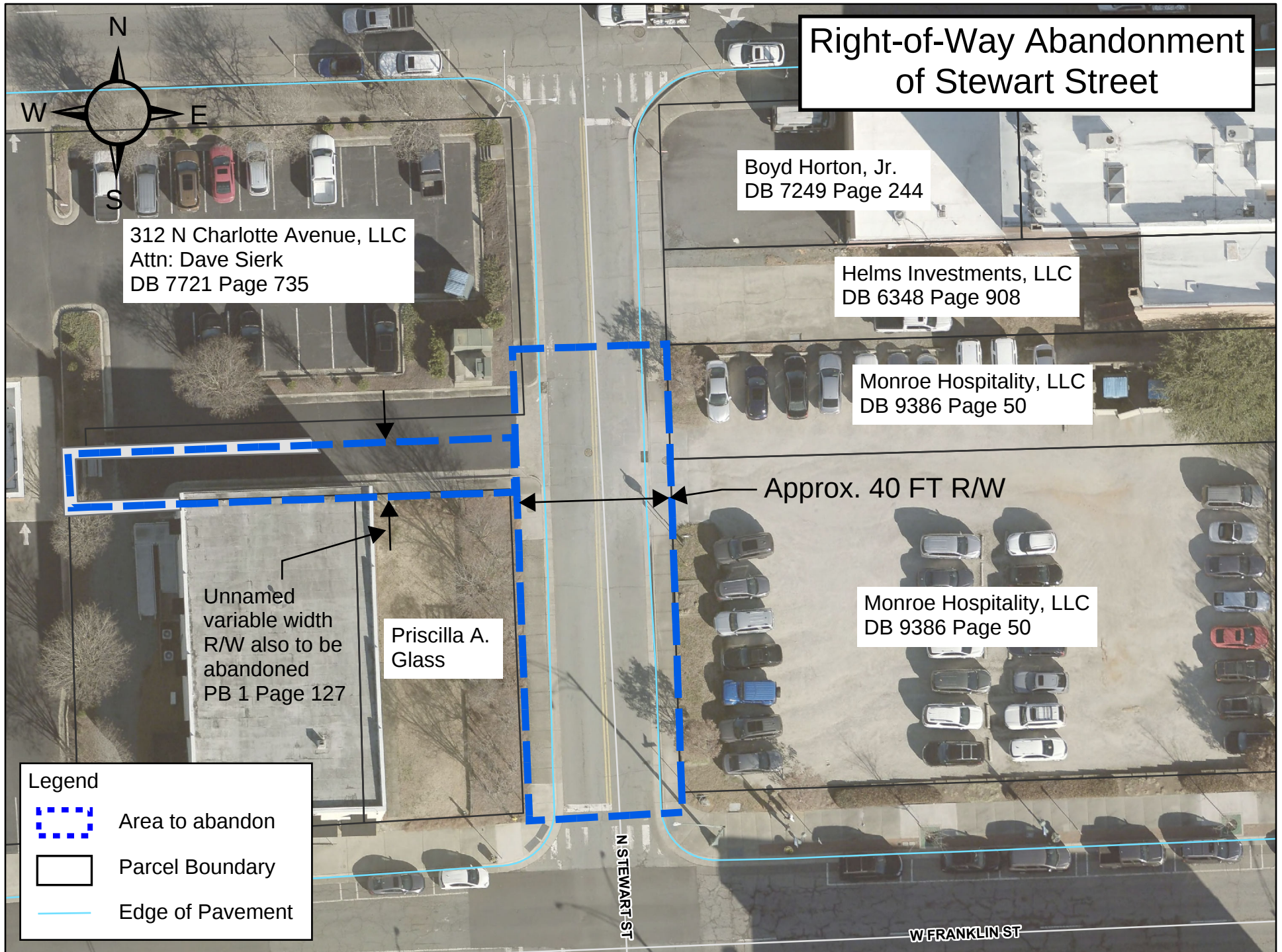
Staff recommends approval of the Resolution of Intent.

The Public Safety Committee is requested to consider recommending approval of the Resolution of Intent to abandon

- 1) a portion of the approximate 40-foot right-of-way of Stewart Street from Franklin Street to the northwest corner of property owned by Monroe Hospitality LLC as recorded in Record Book 9386, Page 50. And
- 2) the remaining portion of an alley right-of-way as shown on the J. R. English Estate subdivision recorded in Plat Book 1, Page 127. The alley between Franklin Street and Jefferson St and on the west side of Stewart Street.

Attachments:

- JR English Estates plat recorded in PB 1, Page 127
- Map highlighting the rights-of-way area to be abandoned
- Resolution R-2026-50

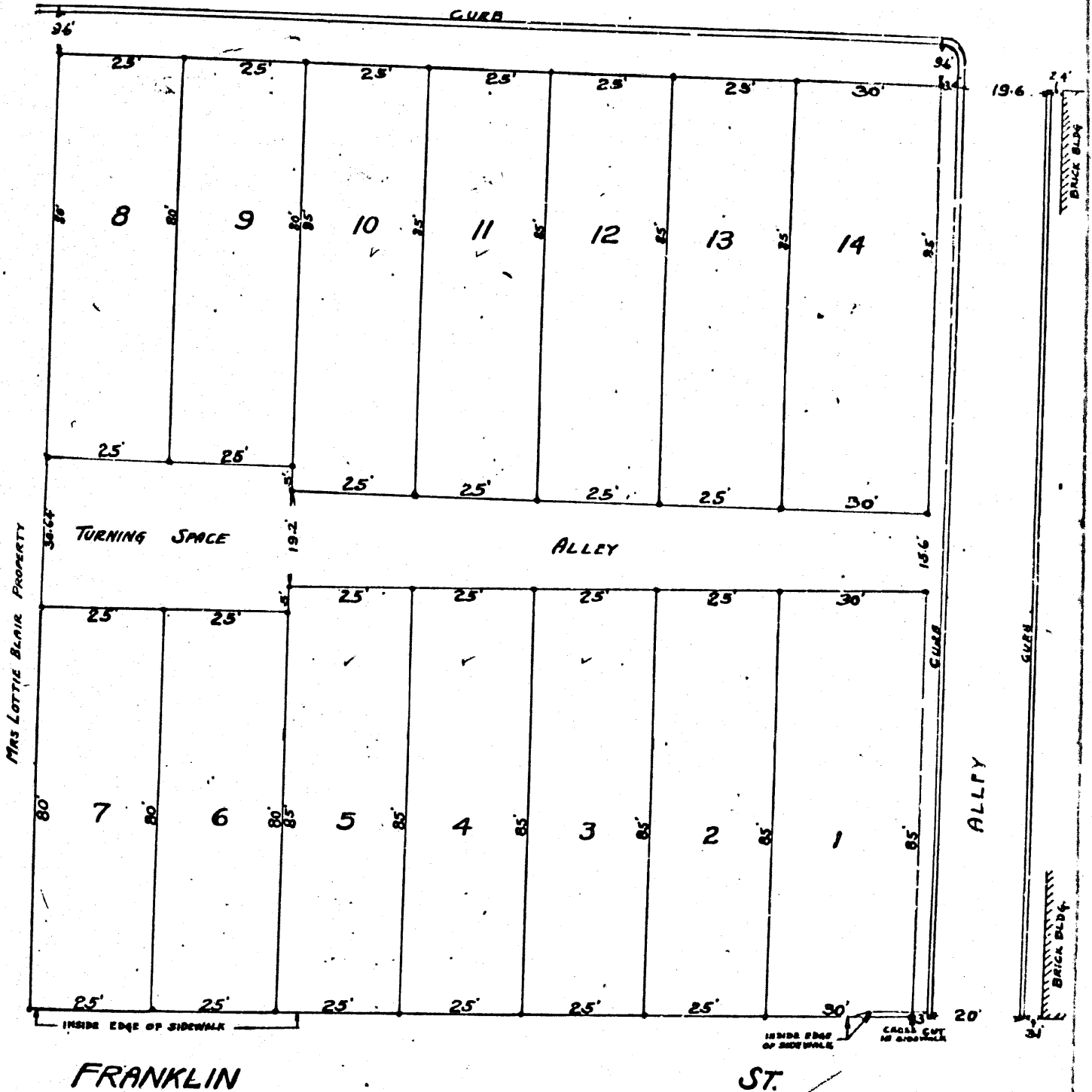


N

E

JEFFERSON

ST.



LIVERY STABLE LOT
PROPERTY OF
J. R. ENGLISH ESTATE
MONROE, N.C.

SCALE 1" = 20'

OCTOBER 1926

S. D. Brown, Engr.
Charlotte, N.C.

IRON PIPE AT ALL CORNERS

**RESOLUTION OF INTENT TO ABANDON
A PORTION OF THE APPROXIMATE 40 FOOT PUBLIC RIGHT OF WAY OF
STEWART STREET FROM FRANKLIN STREET TO THE NORTHWEST
CORNER OF PROPERTY OWNED BY MONROE HOSPITALITY LLC AND TO
ABANDON THE REMAINING PORTION OF AN ALLEY RIGHT OF WAY
BETWEEN FRANKLIN STREET AND JEFFERSON STREET ON THE WEST
SIDE OF STEWART STREET AND CALL FOR PUBLIC HEARING TO BE
HELD OCTOBER 13, 2026**

R-2026-50

THAT WHEREAS, the City of Monroe proposes to permanently abandon:

1. a portion of the approximate 40-foot right-of-way of Stewart Street from Franklin Street to the northwest corner of property owned by Monroe Hospitality LLC as recorded in Record Book 9386, Page 50. And
2. the remaining portion of an alley right-of-way as shown on the J. R. English Estate subdivision recorded in Plat Book 1, Page 127. The alley is located between Franklin Street and Jefferson St and on the west side of Stewart Street. Pursuant to North Carolina General Statute Section 160A-299.

NOW, THEREFORE, BE IT RESOLVED that the Monroe City Council declares its intent to permanently abandon:

- 1) a portion of the approximate 40-foot right-of-way of Stewart Street from Franklin Street to the northwest corner of property owned by Monroe Hospitality LLC as recorded in Record Book 9386, Page 50. And
- 2) the remaining portion of an alley right-of-way as shown on the J. R. English Estate subdivision recorded in Plat Book 1, Page 127. The alley is located between Franklin Street and Jefferson St and on the west side of Stewart Street. Pursuant to North Carolina General Statute Section 160A-299.

The City Council orders that a public hearing be called on the question at 6:00 p.m., Tuesday, October 13, 2026. The City Clerk is hereby directed:

1. To publish a copy of this Resolution in a newspaper authorized to publish legal ads in the City of Monroe as required by statute.
2. To send a copy of this Resolution by certified or registered mail to all owners of the property adjoining the street as shown on the tax records.
3. To cause a notice of the closing and public hearing to be prominently posted in at least two places along said street.

Adopted this 8th day of September, 2026.

ATTEST:

Robert A. Burns, Mayor

Bridgette H. Robinson, City Clerk



STAFF REPORT

TO: Public Safety Committee

VIA: Mark Watson, City Manager

DATE: September 2, 2026

FROM: Chief William Bolen

PREPARED BY: Lisa Kerner, Grant Administrator

SUBJECT: Grant acceptance, 2025 BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula

SUMMARY STATEMENT

Staff recommends that the Public Safety Committee approve the acceptance of \$77,674 in grant funds from the Office of Justice Programs 2025 BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program. There is no matching funds requirement.

REVIEW

Staff applied for \$77,674 in grant funding from The Bureau of Justice Assistance, U.S Dept. of Justice Office through the JAG Program on May 1, 2026. The Monroe Police Department requested funding for equipment for a Real-Time Crime Center (RTCC) to enhance the department's ability to prevent crime, solve cases faster, and keep the community safe. The Public Safety Committee recommended accepting the grant funds at its meeting held on September 2, 2026.

RECOMMENDATION

Staff recommends that the Public Safety Committee approve the acceptance of \$77,674 in grant funds from the Office of Justice Programs 2025 BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula Program and include this item on the Consent Agenda for City Council approval at the September 8, 2026 meeting.

Attachment: BA-2026-13

**BUDGET AMENDMENT
BA-2026-13**

1. Amendment necessary to appropriate funds for the 2025 BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula grant to be used by the Monroe Police Department to enhance its ability to prevent crime, solve cases faster, and keep the community safe.

General Fund:

Revenues:

Restricted Revenue	\$77,674
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Expenses:

Public Safety	\$77,674
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Adopted this 8th day of September, 2026.

Attest:

Robert A. Burns, Mayor

Bridgette H. Robinson, City Clerk



STAFF REPORT

TO: Public Safety Committee

VIA: Mark Watson, City Manager

DATE: September 2, 2026

FROM: Chief William Bolen

PREPARED BY: Lisa Kerner, Grant Administrator

SUBJECT: FY2026 COPS Law Enforcement Mental Health and Wellness Act (LEMHWA) Program Grant Application

SUMMARY STATEMENT

The Monroe Police Department is seeking approval of the submission of an application requesting up to \$250,000 from the FY2026 COPS Law Enforcement Mental Health and Wellness Act (LEMHWA) Program. Funding is through the U.S. Dept. of Justice. Staff submitted an application on August 5, 2026.

REVIEW

The Office of Community Oriented Policing Services (COPS), a component of the U.S. Dept. of Justice, accepted funding requests for the FY2026 COPS Law Enforcement Mental Health and Wellness Act (LEMHWA) Program through August, 5, 2026. The Monroe Police Department requested up to \$250,000 to enhance its mental health and wellness services for department employees. Grant funding supports programs that offer training and services to support officers' emotional and mental health, including counseling programs, peer mentoring, suicide prevention, stress reduction, and police officer family services. There is no local match requirement and the period of performance is two years.

RECOMMENDATION

Staff recommends the Public Safety Committee approve the application to the FY2026 COPS LEMHWA Program requesting up to \$250,000 and include this item on the Consent Agenda for City Council approval at the September 8, 2026 meeting.



STAFF REPORT

TO: Public Safety Committee

VIA: Mark Watson, City Manager

DATE: September 2, 2026

FROM: Chief William Bolen

PREPARED BY: Lisa Kerner, Grant Administrator

SUBJECT: FY2026 COPS Community Policing Development (CPD) Microgrants Program Grant Application

SUMMARY STATEMENT

The Monroe Police Department is seeking approval of the submission of an application requesting up to \$200,000 from the FY2026 COPS Community Policing Development (CPD) Microgrants Program. Funding is through the U.S. Dept. of Justice. Staff submitted an application on August 24, 2026.

REVIEW

The Office of Community Oriented Policing Services (COPS), a component of the U.S. Dept. of Justice, accepted funding requests for the FY2026 COPS Community Policing Development (CPD) Microgrants Program through August 24, 2026. The Monroe Police Department requested up to \$200,000 for equipment, training, and items related to the investigation and interruption of child exploitation, one of the grant's 12 areas of focus. There is no local match requirement and the period of performance is two years.

RECOMMENDATION

Staff recommends the Public Safety Committee approve submission of the grant application to The Office of Community Oriented Policing Services FY2026 COPS Community Policing Development (CPD) Microgrants Program for up to \$200,000 and include this item on the Consent Agenda for City Council approval at its September 8, 2026 meeting.



STAFF REPORT

TO: Public Safety Committee
VIA: Mark Watson, City Manager
DATE: September 7, 2026
FROM: Rhett Bolen, Chief of Police
PREPARED BY: TJ Goforth, Assistant Chief
SUBJECTS: Donation of surplus equipment to Stanfield Police Department

SUMMARY STATEMENT

Staff requests approval to donate surplus bikes and a bike repair stand to the Stanfield Police Department, NC. (Tax ID # 561000021)

REVIEW

Staff have the opportunity to approve a donation of surplus bikes and a bike repair stand for Stanfield Police Department to use for bike patrol. The bikes and stand were donated to Monroe Police Department during our participation in the 2012 Democratic National Convention in Charlotte, NC and are no longer being used.

MEDIUM SCOTT 960 SERIAL # GD275102 - 300.00
MEDIUM SCOTT 960 SERIAL # GD271848 - 300.00
MEDIUM SCOTT 960 SERIAL # GD271859 - 300.00
LARGE SCOTT 960 SERIAL # GD2G1079 - 300.00
SMALL SCOTT 960 SERIAL # GD274878 - 300.00
PARK TOOL REPAIR STAND NO S/N - 100.00

total 1600.00 surplus value

RECOMMENDATION

Staff requests approval from the Public Safety Committee for this donation to Stanfield Police Department and forward it to the full Council for Donation Resolution.



STAFF REPORT

TO: Public Safety Committee
VIA: Mark Watson, City Manager
DATE: September 2, 2026
FROM: Rhett Bolen, Chief of Police
PREPARED BY: Shannon Huntley, Police Major
SUBJECT: Traffic Complaints

SUMMARY STATEMENT

The Public Safety Committee is requested to take part in discussion about traffic concerns in the Westover Dr./Virginia Ave. area and will be presented with recommendations.

REVIEW

On August 3, 2026 at the Public Safety Committee meeting, traffic concerns in the area of S. Westover Dr. and Virginia Ave. were discussed. The Monroe Police Department has assessed the concerns and will present its findings back to the committee for further discussion and recommendations.

RECOMMENDATION

This is for informational and discussion purposes only.

STAFF REPORT

TO: Public Safety Committee

VIA: Mark Watson, City Manager

DATE: September 2, 2026

FROM: Sarah McAllister, P.E., Director of Engineering

PREPARED BY: Sarah McAllister, P.E., Director of Engineering

SUBJECT: Speed Limit Reduction Request for Crowell Street

SUMMARY STATEMENT

The Public Safety Committee is requested to consider reducing the speed limit on Crowell Street from Hayne Street to Depot Street from 25 mph to 20 mph.

REVIEW

The Police Department is recommending the speed limit on Crowell Street from Hayne Street to Depot Street be lowered from 25 mph to 20 mph for uniformity within the downtown area. This recommendation came from their Slow Monroe program.

Staff is in agreement with the requested speed limit reduction from 25 mph to 20 mph. Ordinance Amendment O-2026-34 is attached for approval.

RECOMMENDATION

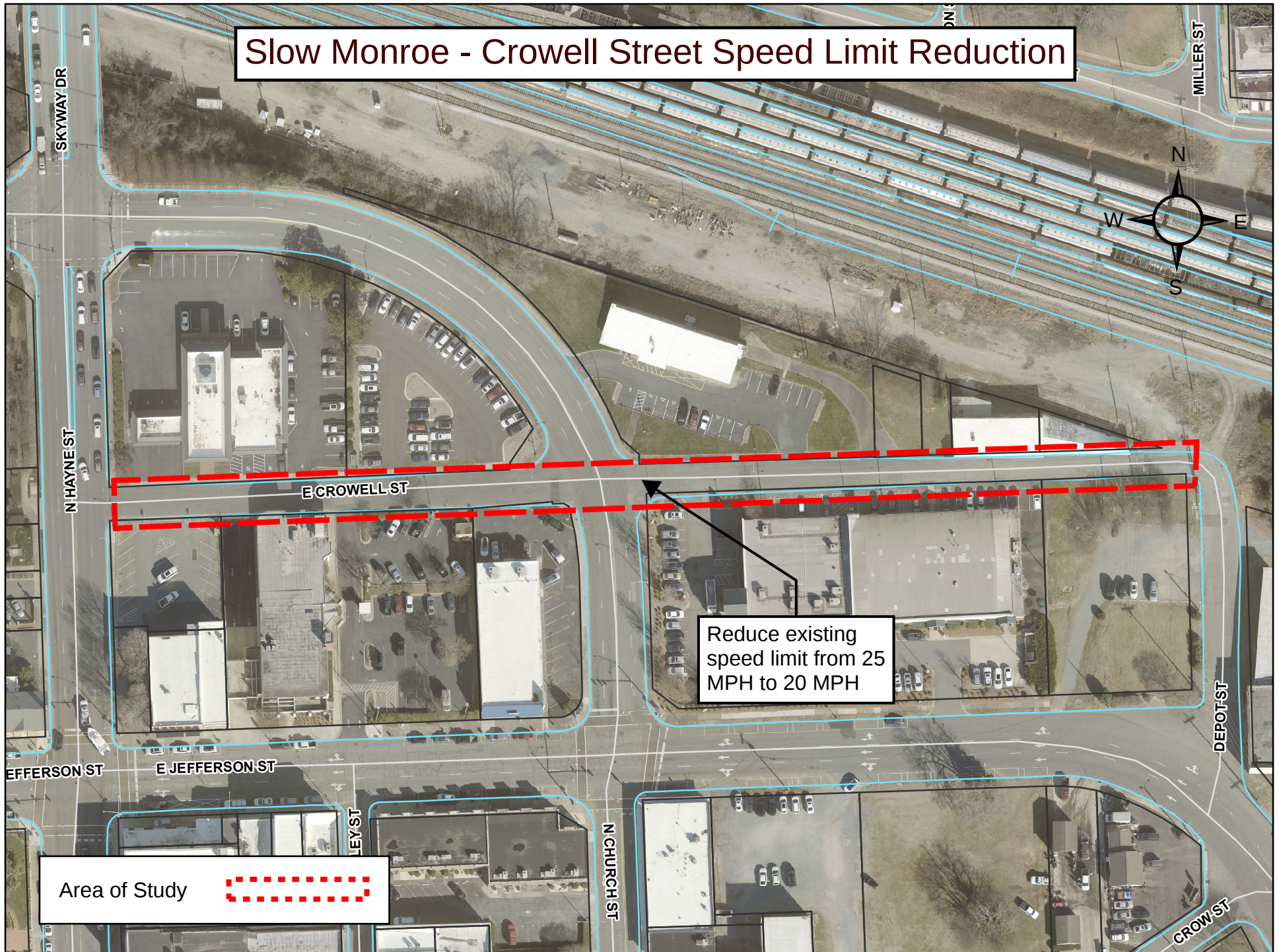
The Police Department and Engineering Staff recommend approval of the attached Ordinance Amendment O-2026-34 reducing the speed limit on Crowell Street from Hayne Street to Depot Street from 25 mph to 20 mph. If the Public Safety Committee is in agreement, the proposed Ordinance O-2026-34 will be placed on the consent agenda for City Council approval on September 8, 2026.

Attachments:

Map

Ordinance O-2026-34

Slow Monroe - Crowell Street Speed Limit Reduction



**AN ORDINANCE TO AMEND
TITLE VII, CHAPTER 75
OF THE CITY OF MONROE CODE OF ORDINANCES
O-2026-34**

BE IT ORDAINED by the City of Monroe Council that Title VII: Traffic Code, Chapter 75 – Traffic Schedules of the City of Monroe Code of Ordinances is amended as follows:

DELETE

SCHEDULE I. (B) Speed Limits – City Maintained Streets

Street Name	Description	Speed Limit
Crowell Street	Entire Length	25

ADD

SCHEDULE I. (B) Speed Limits – City Maintained Streets

Street Name	Description	Speed Limit
Crowell Street	Johnson Street to Stewart Street	25
Crowell Street	Hayne Street to Depot Street	20

Adopted this 8th day of September, 2026.

Robert Burns, Mayor

ATTEST:

Bridgette H. Robinson, City Clerk



STAFF REPORT

TO: Public Safety Committee

VIA: Mark Watson, City Manager

DATE: September 2, 2026

FROM: Sarah McAllister, P.E., Engineering Director

PREPARED BY: Will Auret, P.E., Land Development Engineering Manager

SUBJECT: Request to Award the Purchase of a Mini Excavator

SUMMARY STATEMENT

The Public Safety Committee is requested to consider information related to the purchase of a mini excavator for the Engineering Department – Street Division.

REVIEW

The Engineering Department – Street Division has the replacement of a 2012 mini excavator included in the Powell Bill budget for FY 27. The excavator was budgeted at \$106,500. A 2026 Caterpillar 305 CR mini excavator has been identified that meets all the needs and specifications for the Street Division through Carolina Tractor & Equipment per Sourcewell Contract 020223-CAT. Sourcewell is a purchasing cooperative that competitively bids equipment that meets the statutory requirements. The program is open to use for all city and county agencies.

Carolina Tractor & Equipment (the vendor) and Sourcewell have entered into an agreement for the procurement of the mini excavator. A quote was received from Carolina Tractor & Equipment on July 30, 2026 in the amount of \$105,000.00 for a 2026 Caterpillar 305 CR mini excavator that meets the needs of the Street Division. Funds are available in the FY 27 Powell Bill Capitalized Equipment account.

RECOMMENDATION

The Public Safety Committee is requested to approve the following:

- 1) Award of the 2026 Caterpillar 305 CR mini excavator in the amount of \$105,000.00 to Carolina Tractor & Equipment through the Sourcewell Contract 020223-CAT.

2) Authorization of the City Manager to execute any and all necessary documents.

If the Public Safety Committee is in agreement, this item will be placed on the consent agenda for Council approval on September 8, 2026.

Attachments:

Carolina Tractor & Equipment Quote #282966



SALES AGREEMENT
Carolina CAT, 9000 Statesville Road, Charlotte, NC 28269
Phone (800) 277-1212
THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

DATE Jul 30, 2026
Quote No 282966

PURCHASER CITY OF MONROE		CUSTOMER PICK UP IN MONROE	
STREET ADDRESS PO BOX 69			
CITY/STATE MONROE, NC		COUNTY UNION	
POSTAL CODE 28111-0069		PHONE NO. 704 282 4500	
EQUIPMENT			
PRODUCT SUPPORT			
INDUSTRY CODE: GENERAL GOVERNMENT HC(9199)		PRINCIPAL WORK CODE	
		F.O.B. AT: Monroe	
CUSTOMER NUMBER 565325		Sales Tax Exemption # (if applicable) N/A	
CUSTOMER PO NUMBER			
PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)			
NET PAYMENT ON RECEIPT OF INVOICE		NET ON DELIVERY	
CASH WITH ORDER \$0.00		BALANCE TO FINANCE \$0.00	
CONTRACT INTEREST RATE 0		OPTIONAL BUY-OUT \$0.00	
PAYMENT PERIOD		NUMBER OF PAYMENTS 0	
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE: CATERPILLAR INC. MODEL: 305 YEAR: 2026			
STOCK NUMBER: G26-512M SERIAL NUMBER: 05G514447 SMU: 2			
305 07A CR MHE DCA4D 670-1441 INSTRUCTIONS, ANSI 595-7021 COOLING GP 577-9930			
MIRROR, CAB, RIGHT 428-7870 HYDRAULIC OIL 595-9905 MTG GP-ENGINE 578-2349			
BELT, SEAT, 3" RETRACTABLE 510-6085 BLADE, ANGLE, BOCE 597-0755 LINES GP-AIR 578-2356			
BELT AS-SEAT 595-1981 305 07A CR MINI EXCAVATOR 631-5694 CLEANER GP-AIR 578-2361			
STRAP, CABLE 3S-2093 UNDERCARRIAGE AR 527-7584 EXTENSION GP 591-1673			
WATER JACKET HEATER, 120V 519-8302 HYDRAULIC AR 572-2300 LINES GP-FUEL 606-3439			
CAT KEY, WITH PASSCODE OPTION 522-6460 BOOM, SWING 631-5706 STRAP GP 633-3516			
FILM-KEY SWITCH 218-0651 GUARD GP 469-1068 ENGINE AR 662-3172			
SWITCH AS-START 467-8535 LINES GP-BOOM 585-8396 TANK, FUEL, PLUG 644-9545			
TRACK, 16", RUBBER BELT 527-7627 BOOM GP 634-2192 TANK GP-MTG& -A 576-9139			
FILM, INC. CANADA 552-5984 ENGINE, EPA T4F, EU STAGE V 636-5779 STICK, LONG, 1- AUX, ANGLE BLD 655-9581			
SOFTWARE, PROPORTIONAL CONTROL 557-1709 WIRING GP-ENGINE 579-8883 LINES AUXILIARY, LONG STICK 527-7608			
SOFTWARE, STICK STEER CONTROL 557-1710 ELEK GP-A1000 599-4843 STICK AR-LONG 631-5711			
SOFTWARE, 2 WAY CONTROL 557-1711 MOUNTING GP-WRG 601-4445 LANE 3 ORDER 0P-9003			
SOFTWARE, CODED START 557-1713 EOU HOUSE SWING COVER, 5T 637-3272 THUMB, HYD + COUPLER, PG, HYD, 5T 575-0492			
CAB, WITH HEAT AND A/C 576-7025 WIRING GP-FRONT 636-5798 ENGINE S/N J4N25068 626-6633			
COUNTERWEIGHT, STANDARD 576-9149 COVER GP 637-3273 PINS, BUCKET, 45MM 282-2785			
ALARM, TRAVEL 579-8852 PLUG GP 637-3274 BUCKET-HD, 12", 2.1 FT3, 5T 464-9907			
LIGHTS, LED 579-8868 LINES, BOOM 644-4331 BUCKET-HD, 36", 7.8 FT3, 5T 464-9913			
LIGHTS, LED, REAR 579-8870 CYL GP-SEAL & 575-7035 BUCKET-DC, 51", 7.8 FT3, 5T 279-4327			
MONITOR NEXT GEN, CAMERA READY 579-8876 CYL GP-SEAL & 575-7040 RIPPER, 27", MHE 5-6T 453-8571			
CAMERA, REAR VIEW, CAB 579-8892 LINES GP-FRONT 588-2712 HAMMER, B6 532-9106			
LINES, STICK 584-3653 ENGINE, EPA TIER 4 FINAL 644-9539 LINES, B4-B6-B8 HAMMER, 5T-9T 532-9089			
LINKAGE BUCKET W/LIFTING EYE 584-4306 HOOD GP 576-7013 BRACKET, MHE 5T-6T 45MM, SM-LG 569-5414			
CONTROL, QC, 3 LINE 584-4311 LINES GP-COOLANT 577-9928 KIT, 2ND AUX, 5T 665-3592			
LINES, QC, LNG STK, 3 LINE 586-0416 FAN GP-SUCTION 577-9929 TAG PTA070 POWER TILT MANUAL COUPLER			
TRADE-IN EQUIPMENT		SELL PRICE \$105,000.00	
MODEL: YEAR: SN:		EXT WARRANTY Included	
PAYOUT TO: AMOUNT: PAID BY:		NET BALANCE DUE \$105,000.00	
MODEL: YEAR: SN:		SUBTOTAL \$105,000.00	
PAYOUT TO: AMOUNT: PAID BY:		TOTAL (APPLICABLE TAXES MAY APPLY) \$105,000.00	
MODEL: YEAR: SN:			
PAYOUT TO: AMOUNT: PAID BY:			
MODEL: YEAR: SN:			
PAYOUT TO: AMOUNT: PAID BY:			
ALL TRADES-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.			
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.			
☒ CATERPILLAR EQUIPMENT WARRANTY		☐ USED EQUIPMENT WARRANTY	
INITIAL		INITIAL	
The customer acknowledges that he has received a copy of the CAROLINA CAT Inc./Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Warranty applicable including expiration date where necessary: 24 month / 2000 hour Standard Machine Warranty		All used equipment is sold as is where is and no warranty is offered or implied except as specified here: Warranty applicable:	
305-60 M0/3000 HR PREMIER			
CSA:			
NOTES: Priced using Sourcewell Contract 020223-CAT. 20 % Off Machine List Price. City of Monroe Member # 32642			



Carolina Cat
9000 Statesville Rd.
Charlotte, NC 28269
Carolinacat.com

Delivery Service Record

Machine Information:

Dealer Code	Machine Model	Machine Serial No. *	Machine Hours *	Delivery Date *
D090	305			

*To be completed by Carolina Cat Representative

Customer Information:

Customer Name	CITY OF MONROE
Full Mailing Address	PO BOX 69 MONROE, NC 28111-0069

A pre-delivery inspection service (PDI) will be completed on the machine serial number listed above, which includes:

- 1. Ensure all pending Safety Product Improvement Programs (PIP) are completed
- 2. Ensure sure all necessary forms and literature are available
- 3. All decals are installed
- 4. All attachments are installed/available
- 5. Install shipping service lock pins in fire suppression system (if equipped) when transporting machine

Customer Signature _____

TERMS AND CONDITIONS

- 1. Binding Agreement.** By executing this Sales Agreement (the "Agreement"), Purchaser agrees to purchase from CAROLINA CAT the equipment and attachments described on the face hereof (collectively referred to herein as the "Equipment") pursuant to the terms and conditions specified in this Agreement. Please read the Cat® Embedded Software License Agreement ("Cat EULA") carefully, available at: <https://www.caterpillar.com/onboard-eula>. The Cat EULA governs your access to and use of software installed, embedded or otherwise resident on Cat® products, and all related documentation and provided data (see the Cat EULA for comprehensive definitions).
- 2. Purchase of Equipment.** CAROLINA CAT will have no obligation to fulfill timely orders for Equipment which are out-of-stock or otherwise unavailable, but CAROLINA CAT will promptly notify you of such unavailability or delay as soon as it becomes aware of it. Any terms and conditions contained in Purchaser's documents that are different or in addition to the terms and conditions herein, including but not limited to letters, purchase orders or sales acknowledgements, are hereby rejected by CAROLINA CAT, are not a part of this Agreement, and shall be of no effect or binding upon CAROLINA CAT unless specifically agreed to in writing by an authorized officer of CAROLINA CAT. Failure by CAROLINA CAT specifically to object to provisions contained in such documents shall not in any way be deemed an alteration to or waiver of these terms and conditions.
- 3. Price and Other Expenses.** All prices set forth on the face of this Agreement, are the purchase prices of the Equipment. Purchaser shall be responsible for all expenses relating to the Equipment purchased including but not limited to (a) any federal, state, local, foreign or provincial taxes or tariffs, now or hereafter enacted, applicable to the Equipment, as further set forth in Section 7, below; (b) standard shipping or other special transportation costs to the point of delivery specified by Purchaser; (c) all charges in the event payment from Purchaser is delinquent, including, without limitation, all costs and expenses, including attorneys fees, of collecting any amount not paid when due hereunder; and (d) all other expenses, not included in the sale and delivery contemplated above, of whatever kind or nature, relating to special insurance requirements, the purchase, shipment, transportation or delivery of Equipment.
- 4. Equipment Delivery.** Unless otherwise agreed, all shipments will be made by third-party carriers chosen by CAROLINA CAT or its designees, at costs, tariffs and other charges, and in accordance with terms and conditions established, by CAROLINA CAT and its designees from time to time.
- 5. Risk of Loss.** The risk of loss associated with any Equipment and title passes to Purchaser upon delivery of the goods to the shipping point, FOB, subject to the reservation of a security interest to CAROLINA CAT in Section 6 of this Agreement. CAROLINA CAT shall have no liability of any kind or nature, whether for consequential or other damages for any reason whatsoever, relating to shipment of Equipment purchased by Purchaser, including but not limited to damage to the Equipment, taxes, duties, loss, theft or any illness or personal injury to any person or property under any environmental, health or safety law. Purchaser acknowledges that there may be a delay between the time the Equipment is delivered to the shipping point and Purchaser receiving an invoice and/or full completion of the title transfer paperwork and that the transfer of risk of loss stated in the paragraph occurs as stated regardless of the full completion of the title transfer paperwork.
- 6. Payment and Credit.** Purchaser shall pay for all Equipment in accordance with payment terms set forth on the face of this Agreement. Purchaser's right to purchase any Equipment is conditioned upon approval of Purchaser's credit and may be withdrawn or amended at any time by CAROLINA CAT in its sole discretion. A late payment charge of one and one-half (1.5%) percent per month shall be added to all invoices which are delinquent, subject to federal, state and local laws, calculated from the original due date of the invoice until payment in full. In the event Purchaser is delinquent, Purchaser shall pay all costs of collection, including but not limited to reasonable attorneys' fees. Should Purchaser become delinquent in the payment of any sum due under this Agreement, all contractual or other obligations of CAROLINA CAT to Purchaser shall terminate without further notice to Purchaser. CAROLINA CAT retains, and Purchaser hereby grants CAROLINA CAT, a purchase money security interest in the Equipment, including all accessions to and replacements of them, to secure the payment of the purchase price of the Equipment, until Purchaser has made payment in full in accordance with the terms hereof, and Purchaser shall cooperate fully with CAROLINA CAT in executing such documents, including a Uniform Commercial Code financing statement, and accomplishing such filings and/or recordings thereof as CAROLINA CAT deems necessary for the perfection, protection and enforcement of such security interest. Purchaser hereby appoints CAROLINA CAT or CAROLINA CAT's agent or designee as Purchaser's attorney-in-fact with power to execute all such financing statements pursuant hereto in the name and stead of Purchaser.
- 7. Taxes and Other Charges.** Purchaser is responsible for the payment of all federal, state, local, foreign, or provincial taxes (now or hereafter enacted), fees, or charges which may be assessed or levied now or hereafter on or on account of materials sold hereunder to Purchaser. Published prices do not include such taxes, which may be added by CAROLINA CAT to the invoice where CAROLINA CAT has a legal obligation to collect them. When Purchaser claims that this transaction is not subject to any such tax, or that Purchaser is exempt, or that CAROLINA CAT is not required to collect such tax, Purchaser agrees to provide CAROLINA CAT with any documentation necessary to support such a claim and to allow CAROLINA CAT to document its decision not to collect tax(es).
- 8. Acceptance; Non-Conforming Equipment; Sole Remedy.** Purchaser agrees to accept all Equipment upon delivery to Purchaser where the Equipment is in material conformity with CAROLINA CAT's or the applicable manufacturer's published description or specifications of such Equipment. In any event, Equipment shall be deemed automatically, irrevocably and conclusively accepted without defects when Purchaser has had possession of the Equipment for five (5) days and has failed to notify CAROLINA CAT that the Equipment has been rejected and the reasons for such rejection. Such acceptance shall occur regardless of the full completion of any title transfer paperwork. Purchaser's sole remedy hereunder for CAROLINA CAT's failure to deliver Equipment in material conformity with applicable published description or specifications of such Equipment shall be, at CAROLINA CAT's option, the replacement of such non-conforming Equipment with conforming Equipment, or refund of the applicable purchase price paid therefor.
- 9. Purchaser Representations and Covenants.** Purchaser shall be solely responsible for the use and disposition of the Equipment, including, without limitation, the obtaining of all permits, licenses or certificates required for the use thereof. Purchaser agrees to use the Equipment only in accordance with all laws, rules and regulations applicable thereto.
- 10. Indemnification.** Purchaser shall indemnify, defend and hold CAROLINA CAT harmless from any and all liabilities, claims, demands, causes of action, or suits of whatever nature including, but not limited to, attorneys' fees and litigation expenses, arising from any: (a) breach by Purchaser of any representation or covenant made by Purchaser under this Agreement; (b) breach by Purchaser of any provision of this Agreement; (c) failure of Purchaser to comply with applicable environmental, health and safety laws; and (d) any use by Purchaser or third parties of the Equipment sold to Purchaser. Notwithstanding the foregoing, Purchaser shall not be liable to CAROLINA CAT for any portion of such liabilities that result from CAROLINA CAT's gross negligence or willful misconduct.
- 11. Equipment Warranties.** Some Equipment may come with limited warranties. Purchaser may obtain a copy of the applicable equipment warranty by contacting CAROLINA CAT. EXCEPT FOR THE AFOREMENTIONED LIMITED WARRANTIES OF VARIOUS EQUIPMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CAROLINA CAT DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE EQUIPMENT.
- 12. Limitations on Liability.** IN NO EVENT SHALL CAROLINA CAT BE LIABLE FOR LOSS OF PROFITS, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT OR OBLIGATIONS UNDER THIS AGREEMENT, AND IN NO EVENT SHALL THE LIABILITY OF CAROLINA CAT EXCEED THE UNIT PRICE OF THE DEFECTIVE EQUIPMENT. ANY ACTION BY PURCHASER UNDER OR RELATING TO THIS AGREEMENT SHALL COMMENCE WITHIN TWELVE (12) MONTHS AFTER SUCH CAUSE OF ACTION ACCRUED. CAROLINA CAT'S LIABILITY SHALL BE LIMITED AS SET FORTH HEREIN AND OTHER PROVISIONS OF THIS AGREEMENT.
- 13. Force Majeure.** CAROLINA CAT shall not be responsible for any failure to perform the contract formed hereunder due to causes beyond its control, including, but not limited to, acts of God, labor disputes or shortages, acts or omissions of buyer, government or judicial authorities, or military authorities, delays in transportation, or inability to obtain necessary materials or supplies, all whether foreseen or unforeseen.
- 14. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to the choice of law provisions thereof. Any dispute or claim relating to or arising out of or in connection with this Agreement shall be finally settled by binding arbitration in Charlotte, North Carolina using the then current rules and procedures of the American Arbitration Association. Notwithstanding the foregoing, nothing herein shall preclude either party from seeking injunctive relief in any state or federal court of competent jurisdiction in North Carolina without first complying with the arbitration provisions of this Section, and each party hereby consents to the exclusive jurisdiction of state and federal courts in North Carolina for such purpose.
- 15. Complete Agreement; Severability; Non-Waiver; No Third Party Beneficiaries.** This Agreement constitutes the entire understanding between Purchaser and CAROLINA CAT with respect to the purchase of Equipment, superseding all prior written and oral communications and understandings. If any provisions or portion of this Agreement is not given legal effect by a court of competent jurisdiction, such provisions or portions shall drop out of this Agreement and the remaining provisions and portions of this Agreement shall be construed and enforced. This Agreement shall not be interpreted or construed to confer any rights or remedies upon any third parties. CAROLINA CAT's failure to exercise any of its rights for any period shall not constitute or be deemed a waiver or forfeiture of such rights.
- 16. Surcharges.** In the event of an Original Equipment Manufacturer (OEM) price increase, Carolina Cat reserves the right to revise pricing or apply a Surcharge in direct correlation to the price increase received from the OEM.

PURCHASE INITIAL HERE_____



DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's [Data Governance Statement](https://www.caterpillar.com/en/legal-notices/data-governance-statement.html) ("DGS"), which describes Caterpillar's practices for collecting, sharing and using data and information related to customer's machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the [Cat® Remote Services – Software Update Process for select Product Link™ Telematics and Cat Equipment Control Module Software](https://www.cat.com/remoteservicesprocess?_ga=2.245276421.1412167159.1561985855-475983137.1559312215) document (the "RSP Document") The RSP Document can be reviewed at https://www.cat.com/remoteservicesprocess?_ga=2.245276421.1412167159.1561985855-475983137.1559312215.

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the [Caterpillar Data Governance Statement](#) . Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE ☐

DECLINE ☐

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the [Remote Services Process Document](#).

AGREE ☐

DECLINE ☐

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supercedes and replaces any other authorizations with regard to the subject matter hereof.

Company

Company (Print)

Company Representative (Print)

Signature

Date

FOR DEALER USE ONLY

Company UCID

Company Representative CWS ID

Main Store Dealer Code

Dealer Representative Name

Dealer Representative CWS ID



STAFF REPORT

TO: Public Safety Committee

VIA: Mark Watson, City Manager

DATE: September 2, 2026

FROM: Sarah McAllister, P.E., Engineering Director

PREPARED BY: Chad Splawn, Engineering Associate

SUBJECT: Proposed Asphalt Paving Program Contract

SUMMARY STATEMENT

The Public Safety Committee is requested to consider the bids received for the 2026 - 2027 Asphalt Paving Program and recommend council award the contract to TrueRock Construction, LLC.

REVIEW

Staff has proposed a number of streets to be included in the 2026-2027 Asphalt Paving Program contract based on the priority street resurfacing cycle goal and the latest pavement condition survey. The streets are listed below along with a brief description of the proposed improvements:

Recommended list of streets:

Street Name	Begin	End	TREATMENT	Mileage
CAMERON WOODS DR	MYERS RD	END	Cement Reclamation & Overlay	0.16
OLDE ELIZABETH LN	CAMERON WOODS DR	END	Cement Reclamation & Overlay	0.11
RICHLAND CT	END	END	Cement Reclamation & Overlay	0.17
TIFFANY LN	RICHLAND CT	END	Cement Reclamation & Overlay	0.07
WINCHESTER AVE	MILLER ST	MORGAN MILL RD	Cement Reclamation & Overlay	0.51
COAKLEY ST	OLD MORGAN MILL RD	NORMAND ST	Cement Reclamation & Overlay	0.25
OLD MORGAN MILL RD	MORGAN MILL RD	DEAD END	Cement Reclamation & Overlay	0.08
SACO ST	OLD MORGAN MILL RD	COAKLEY ST	Cement Reclamation & Overlay	0.10
CARSON AVE	N THOMPSON ST	DURANT ST	Cement Reclamation & Overlay	0.03
DURANT ST	CARSON AVE	N THOMPSON ST	Cement Reclamation & Overlay	0.18
N THOMPSON ST	DURANT ST	E FRANKLIN ST	Cement Reclamation & Overlay	0.23
GUILD ST	ICEMAN ST	ICEMORLEE ST	Cement Reclamation & Overlay	0.09
ICEMAN ST	ENGLESIDE ST	DEAD END	Cement Reclamation & Overlay	0.20
SIOUX ST	ICEMAN ST	ICEMORLEE ST	Cement Reclamation & Overlay	0.15
DOVER PL	DOVER ST	ICEMAN ST	Cement Reclamation & Overlay	0.04
SANLEE CHURCH RD	ICEMORLEE ST	SANLEE DR	Cement Reclamation & Overlay	0.09
ICEMAN EXT	ICEMORLEE ST	SANLEE DR	Cement Reclamation & Overlay	0.09
SANLEE DR	DEADEND	GOLDMINE RD	Cement Reclamation & Overlay	0.28
SEYMOUR ST	N CHARLOTTE AVE	GOLDMINE RD	Cement Reclamation & Overlay	0.27
ELIZABETH ST	PRIVATE PROP	N CHARLOTTE AVE	Cement Reclamation & Overlay	0.05
KERR ST	DEAD END	CONCORD AVE	Cement Reclamation & Overlay	0.18
SCOTT ST	KERR ST	W EAST AVE	Cement Reclamation & Overlay	0.08
SECOND ST	KERR ST	DEAD END	Cement Reclamation & Overlay	0.04
NORTH ST	W EAST AVE	END PVMT	Cement Reclamation & Overlay	0.05
W EAST AVE	DEAD END	CONCORD AVE	Cement Reclamation & Overlay	0.15
W MYERS ST	SKYWAY DR	FEW ST	Cement Reclamation & Overlay	0.09
E MYERS ST	SKYWAY DR	MYERS ST (PVT)	Cement Reclamation & Overlay	0.21
ALTON ST	WINCHESTER AVE	MILLER ST	Cement Reclamation & Overlay	0.11
HILL ST	WINCHESTER AVE	FAIRLEY AVE	Cement Reclamation & Overlay	0.13
HUNTER DAVIS CT	FOX HUNT DR	DEAD END	Cement Reclamation & Overlay	0.19
GORDON LN	CUL DE SAC	SHADY LN	Cement Reclamation & Overlay	0.07
SHADY LN	OLD CHARLOTTE HWY	WILSON AVE	Cement Reclamation & Overlay	0.46
CLARKDALE ST	SHADY LN	CUL DE SAC	Cement Reclamation & Overlay	0.17
JOHN MOORE RD	OLD CHARLOTTE HWY	W 74 HW	Cement Reclamation & Overlay	0.49
CHERRY ST	DEAD END	W PHIFER ST	Cement Reclamation & Overlay	0.30

RIGGINS ST	SKYWAY DR	CONCORD AVE	Cement Reclamation & Overlay	0.21
CEDAR ST	SKYWAY	MILLER ST	Patch & Overlay	0.12
WARREN ST	WALNUT	BEGIN MAINTENANCE	Patch & Overlay	0.08
NORMAND ST	WALKUP	CATAWBA	Patch & Overlay	0.33
MCCLARTY ST	LEEWOOD	E FRANKLIN ST	Patch & Overlay	0.19
E PHIFER ST	SKYWAY	STAFFORD	Patch & Overlay	0.75
ICEMORLEE ST	N CHARLOTTE AVE	N JOHNSON ST	Patch & Overlay	0.19
			Total Mileage	7.74

The Asphalt Paving Program contract was advertised on July 6, 2026 with three sealed bids being received on August 6, 2026. Following is summary of the bids received:

Contractor	Bid Amount	Comment
True Rock Construction, LLC.	\$4,345,353.58	Recommend Award
Blythe Construction, Inc.	\$5,214,543.50	
Ferebee Corporation	\$5,220,524.50	

The low bid was submitted by True Rock Construction, LLC, in the amount of \$4,345,353.58. The Engineer's estimate for the project was \$4,337,300.07, a contingency amount of \$100,000 is recommended to cover possible change orders during the course of work. Construction inspections, quality assurance testing and project oversight will be provided by Engineering Department Staff and UES Professional Solutions 29, Inc. Upon award, the construction period will begin with the Notice to Proceed and end after 365 calendar days, with liquidated damages occurring at a rate of \$500.00 per day thereafter.

Sufficient funds for the 2026-2027 Asphalt Paving Program contract are included in the Contract Resurfacing Capital Project RD2501.

RECOMMENDATION

The Public Safety Committee is requested to recommend the following to City Council:

- A. Award of the 2026-2027 Asphalt Paving Program Contract to True Rock Construction, LLC. in the amount of \$4,345,353.58.
- B. Authorization of contingency allowance in the amount of \$100,000;
- C. Authorization of the City Manager to execute the documents including contract and future change orders if required.

If the Public Safety Committee is in agreement, the items will be placed on the consent agenda for consideration by City Council at the next meeting on September 8, 2026.

STAFF REPORT

TO: Public Safety Committee
VIA: Mark Watson, City Manager
DATE: September 2, 2026
FROM: Sarah McAllister, P.E., Director of Engineering
PREPARED BY: Sarah McAllister, P.E., Director of Engineering
SUBJECT: Request to close Ann St at King Oak

SUMMARY STATEMENT

The Public Safety Committee is requested to consider a request to close Ann St at the King Oak development.

REVIEW

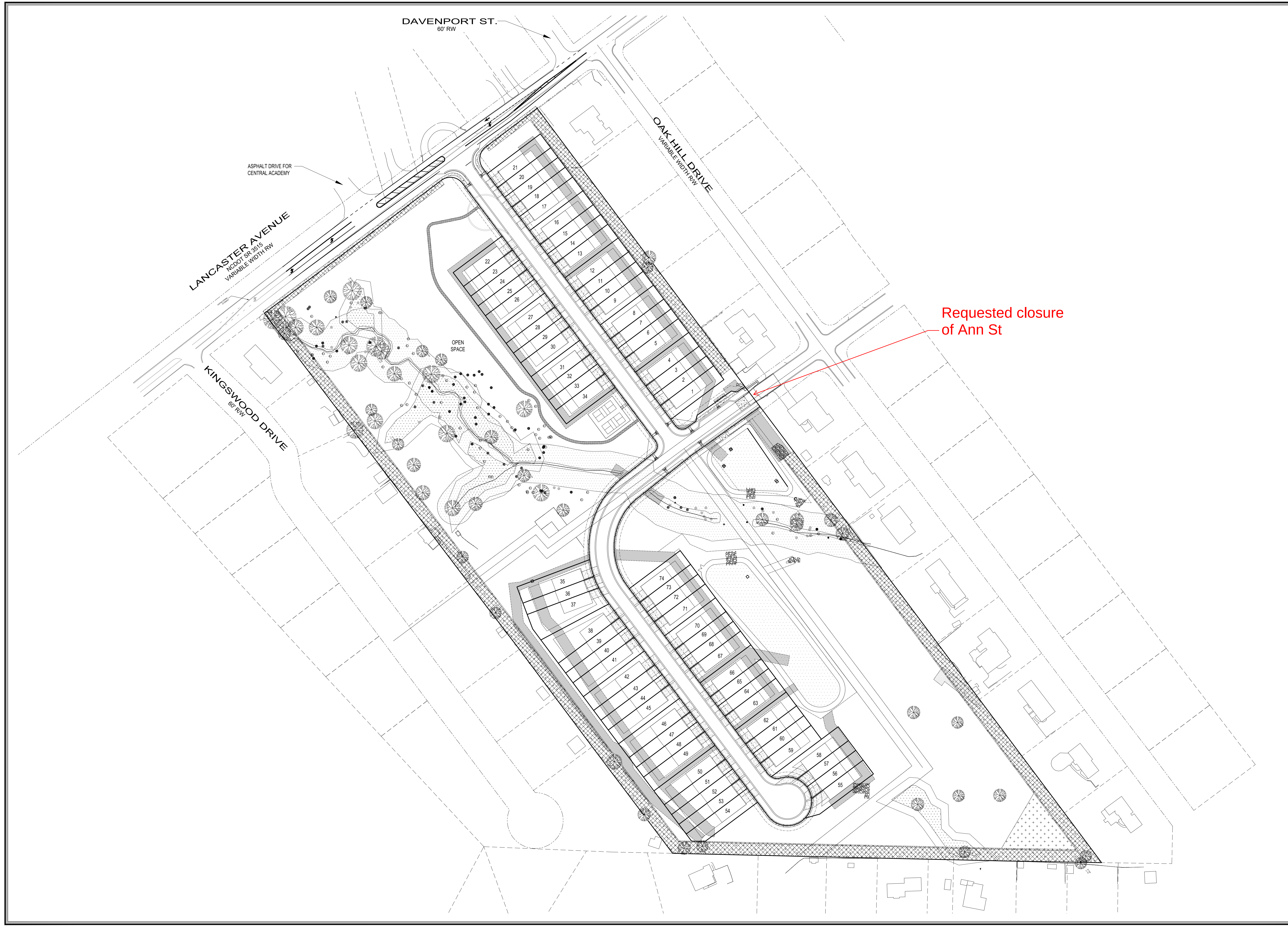
Council Member Thompson received a request from Dottie Nash to present the case for closing Ann Street at the new King Oak development. A map of the area is attached for reference.

Engineering Staff would not be in agreement with this request as it will make roadway maintenance more difficult and both sides would have the potential to become parking areas for vehicles which can become an enforcement issue. There would also be costs associated with blocking the area.

RECOMMENDATION

Staff will be prepared to discuss.

Attachment:
King Oak Subdivision Overall Site Plan



ENGINEER

Franklin S. Craig, P.E.

Consulting Civil Engineer
2543 Gleneagles Drive
Gastonia, NC 28056
PH: (704) 813-3764

NORTH CAROLINA
SEAL
17596
ENGINEER
FRANKLIN S. CRAIG
Franklin S. Craig

NORTH ORIENTATION:

N.C. GRID
N.A.D. 83/2011

**KING OAK
SUBDIVISION**

CITY OF MONROE,
UNION COUNTY, NORTH
CAROLINA

SCALE:

SCALE: 1" = 80'

**Overall
Site Plan**

CLIENT:

CAROLINA DEVELOPMENT
SERVICES, LLC
2627 BRECKONRIDGE CENTRE
DRIVE
MONROE, N.C. 28110
Agent Contact:
David Cuthbertson

ABBREVIATIONS

A.C. - ACRES
C.O.S. - COMMON OPEN SPACE
BK. - DEED BOOK
R = - RADIUS
P.B. - PLAT BOOK
P.I.N. - PARCEL IDENTIFICATION
PG. - PAGE
R/W - RIGHT-OF-WAY
PROP. - PROPOSED
S.S.E. - SANITARY SEWER EASEMENT
S.T. - SIGHT TRIANGLE
(T) - TOTAL

REVISIONS:		
DATE	ISSUED FOR	REV
4-10-26	Revised scale	2

DATE:

SEPTEMBER 22, 2025

DRAWN BY:	CHECKED BY:
J.K.	M.S.
PROJ. NUMBER:	SHEET NUMBER:
24047	
DRAWING FILE:	
24047-King Oak	
NCDOT Plan.dwg	

R 2.0



STAFF REPORT

TO: Public Safety Committee

VIA: Mark Watson, City Manager

DATE: September 2, 2026

FROM: Sarah McAllister, P.E., Engineering Director

PREPARED BY: Tonya Griffin – Engineering Associate – Plan Reviewer

SUBJECT: Updates to Engineering Standard Specifications and Detail Manual

SUMMARY STATEMENT

Public Safety Committee is requested to consider recommended updates to the City of Monroe Engineering Standard Specifications and Detail Manual.

REVIEW

Since the last Standard Specification Manual update in May 2025, the need for some clarifications and additions have been noted by staff. These revisions have been made in accordance with the erosion and sediment control standards set forth by the NCDEQ Division of Land Resources. Edits to the Engineering Standards Sections are recommended as shown on the attached documents.

Standard Specifications Section 08.00 Roadways/Storm Drainage Details:

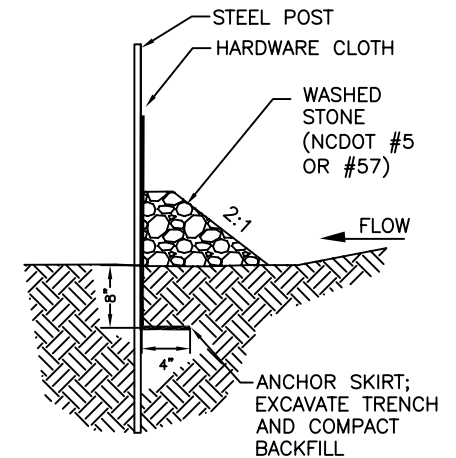
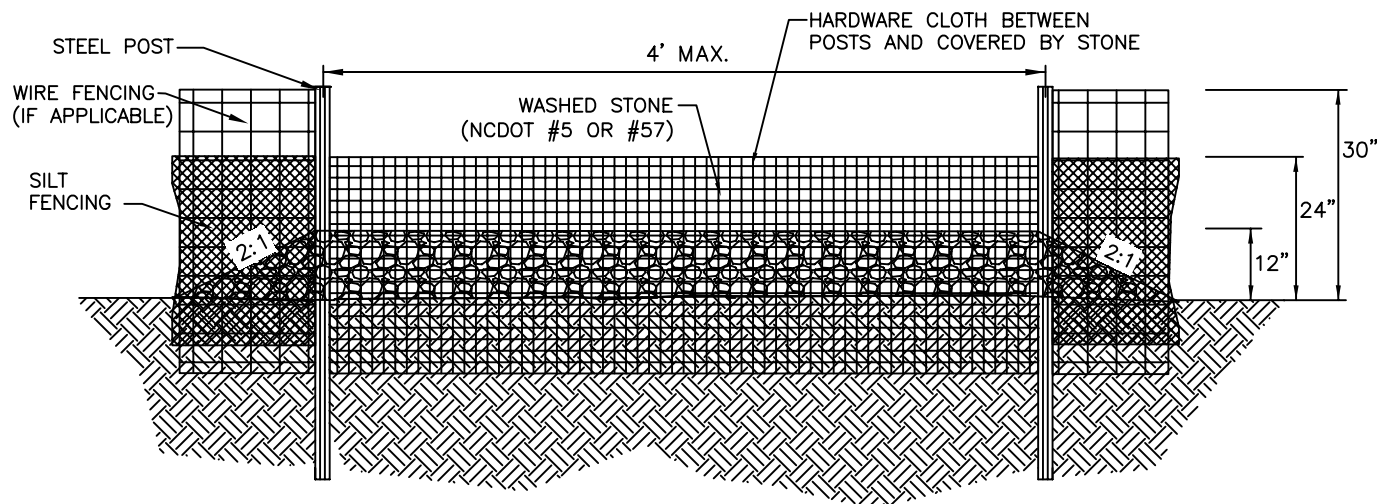
- a. Add new details:
 - 03.01.03 Silt Fence Outlet
 - 03.02.02 Concrete Washout Structure
- b. Add/modify maintenance notes to the following:
 - 03.02.01 Temporary Diversion Ditch
 - 03.03.02 Temporary Wattle Check Dam with Matting
 - 03.04.01 Stabilized Construction Entrance
 - 03.05.01 Rip Rap Apron for F-E-S
 - 03.08.01 Sediment Basin
 - 03.08.02 Skimmer Sediment Basin
 - 03.09.01 Flexible Pipe Slope Drain
- c. 03.15.01 Construction Exit Wash Rack-update detail and maintenance notes

Ordinance O-2026-35 is attached and reflects the recommended additions and revisions.

RECOMMENDATION

Engineering Staff recommends the Public Safety Committee approve Ordinance O-2026-35 which adds and revises the above stated details to the Standard Specifications and Detail Manual. If the Public Safety Committee is in agreement, the proposed Ordinance O-2026-35. Will be placed on the consent agenda for City Council approval on September 8, 2026.

Attachments:
Detail
Ordinance O-2026-35



GENERAL NOTES:

1. SEDIMENT FILTER OUTLET HARDWARE CLOTH SHALL BE 24" HIGH AND STONE SHALL BE A MINIMUM OF 12" HIGH.
2. HARDWARE CLOTH SHALL BE ANCHORED TO THE STEEL POSTS SECURELY USING APPROPRIATE ANCHORS. HARDWARE CLOTH SHALL BE KEYED IN A MINIMUM OF 12 INCHES IN LENGTH AND BACKFILLED PROPERLY AS SHOWN IN ABOVE DETAIL. HARDWARE CLOTH TO BE SAME AS STD. #30.09 (19 GAUGE, 1/4" SPACING).
3. POSTS SHALL BE NO MORE THAN 4 FEET APART.
4. SITE OUTLETS AT LOW AREAS IN CONJUNCTION WITH AND ALONG LONG RUNS OF SILT FENCE AT INTERVALS NO CLOSER THAN 100 FEET. DRAINAGE AREA TO OUTLETS SHALL NOT EXCEED 1/4 ACRE.
5. EQUIVALENT ALTERNATIVES MAY BE USED WITH PRIOR CITY APPROVAL.

MAINTENANCE NOTES:

1. FILTER OUTLETS SHALL BE INSPECTED BY THE FINANCIALLY RESPONSIBLE PARTY OR HIS AGENT IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REPAIRS NEEDED SHALL BE MADE IMMEDIATELY.
2. THE STONE SHALL BE REPLACED PROMPTLY AFTER ANY EVENT THAT HAS CLOGGED OR REMOVED IT.
3. SEDIMENT DEPOSITS SHOULD BE REMOVED WHEN DEPOSITS REACH HALF THE HEIGHT OF THE BARRIER. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE OUTLET IS REMOVED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEED.

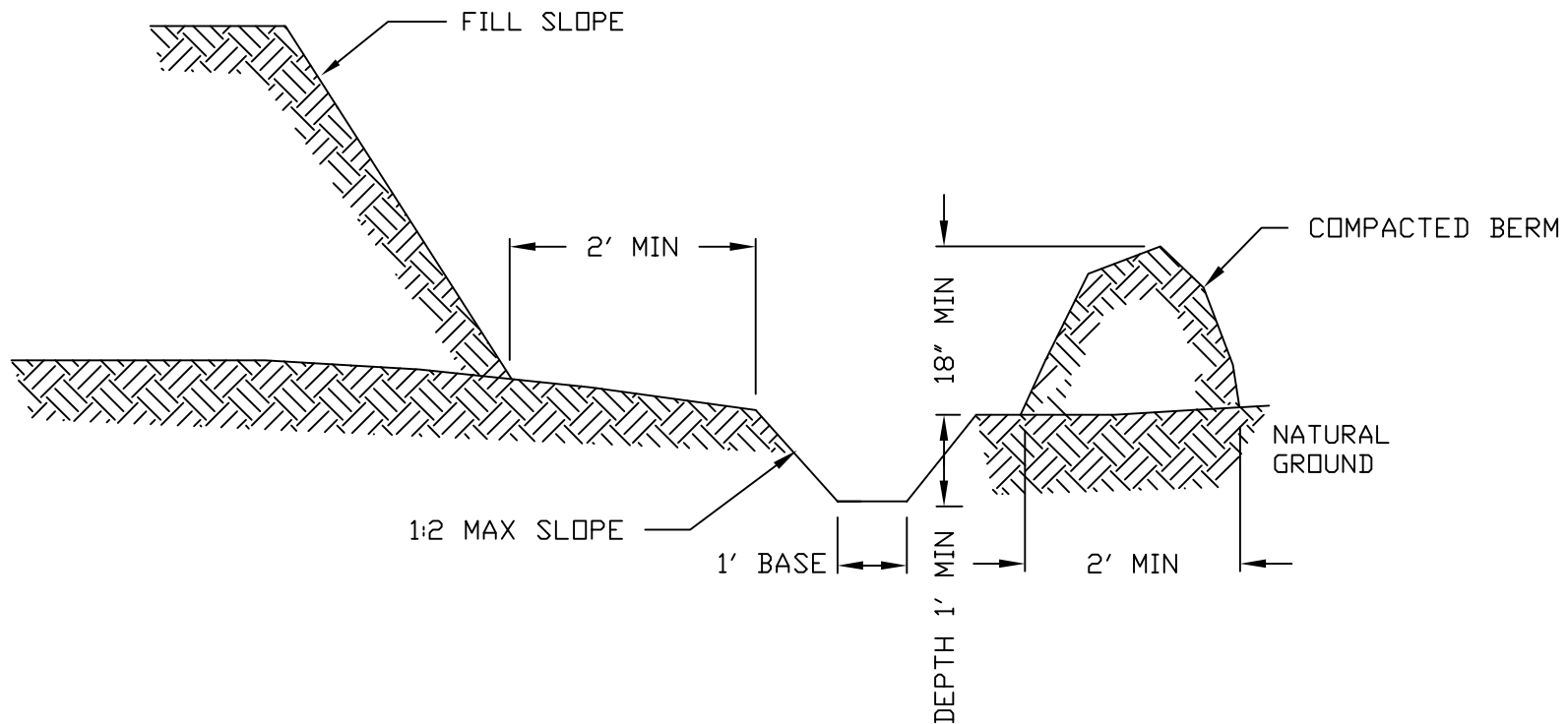
REVISIONS		
NO.	DATE	DESCRIPTION



SILT FENCE OUTLET

CITY OF MONROE
 UNION COUNTY NORTH CAROLINA
 PREPARED BY:
ENGINEERING DEPARTMENT

FILE: I:\New I\Maps-Details\Detail Manual&Specs\Standard Detail & Spec Manual\Standard Details\03
 DRAWN BY: KMM DATE: 05-14-26
 CHECKED BY: SAM SCALE: N.T.S.
DETAIL 03.01.03



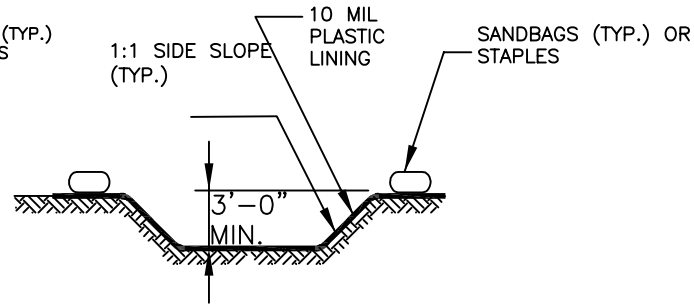
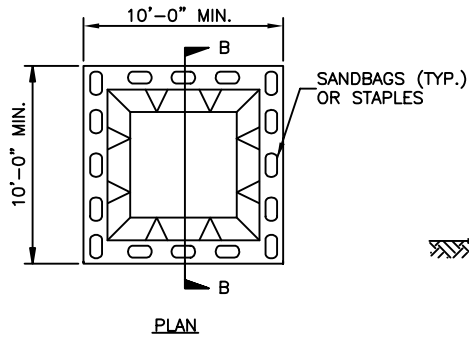
GENERAL NOTES:

1. REMOVE AND PROPERLY DISPOSE OF ALL TREES, BRUSH, STUMPS, AND OTHER OBJECTIONABLE MATERIAL.
2. TEMPORARY DIVERSION ARE TO ONLY BE USED FOR DRAINAGE AREAS OF 5 ACRES OR LESS.
3. CHANNELS WILL HAVE A PARABOLIC, TRAPEZOIDAL OR 'V' SHAPE WITH SIDE SLOPE OF 2:1 OR FLATTER.
4. PROVIDE SUFFICIENT ROOM AROUND THE DIVERSIONS TO ALLOW FOR MAINTENANCE.

MAINTENANCE NOTES:

1. INSPECT TEMPORARY DIVERSIONS ONCE A WEEK AND AFTER EVERY RAINFALL EVENT.
2. REMOVE SEDIMENT FROM THE FLOW AREA AND REPAIR IMMEDIATELY.
3. CHECK OUTLETS AND MAKE TIMELY REPAIRS AS NEEDED.

REVISIONS				<i>TEMPORARY DIVERSION DITCH</i>	CITY OF MONROE UNION COUNTY NORTH CAROLINA PREPARED BY: ENGINEERING DEPARTMENT	FILE: I:\New_I\Maps-Details\Detail Manual&Specs\Standard Detail & Spec Manual\Standard Details\03	
NO.	DATE	DESCRIPTION				DRAWN BY: JAM	DATE: 08-07-01
1	4/20/04	CLARIFICATION				CHECKED BY: JNL	SCALE: N.T.S.
2	5/14/26	ADD NOTES				DETAIL 03.02.01	

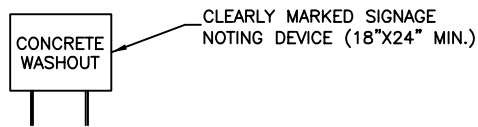


MAINTENANCE NOTES:

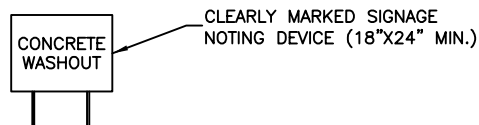
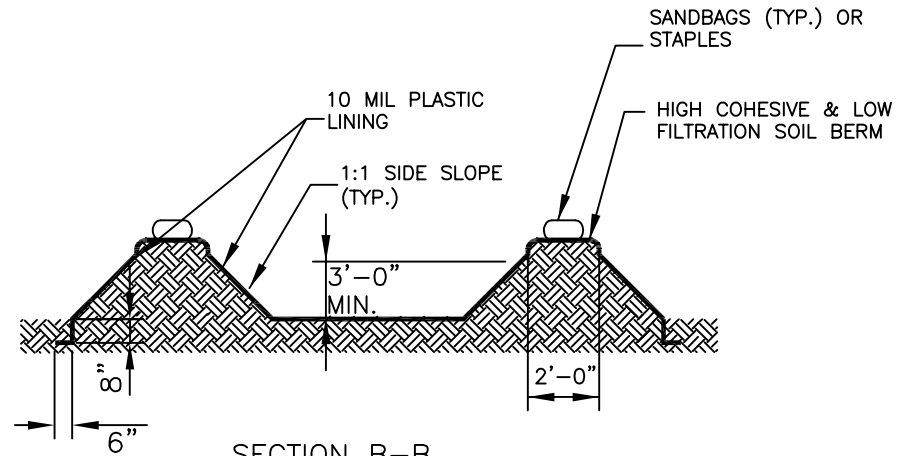
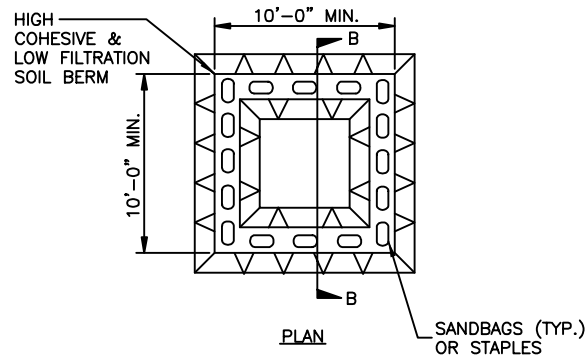
1. ACTUAL LOCATION DETERMINED IN FIELD.
2. CONCRETE WASHOUT STRUCTURE NEEDS TO BE CLEARLY MARKED WITH SIGNAGE NOTING DEVICE.

GENERAL NOTES:

1. THE CONCRETE WASHOUT STRUCTURES SHALL BE MAINTAINED WHEN THE LIQUID AND/OR SOLID REACHES 75% OF THE STRUCTURES CAPACITY TO PROVIDE ADEQUATE HOLDING CAPACITY WITH A MINIMUM 12 INCHES OF FREEBOARD.



BELOW GRADE WASHOUT STRUCTURE



ABOVE GRADE WASHOUT STRUCTURE

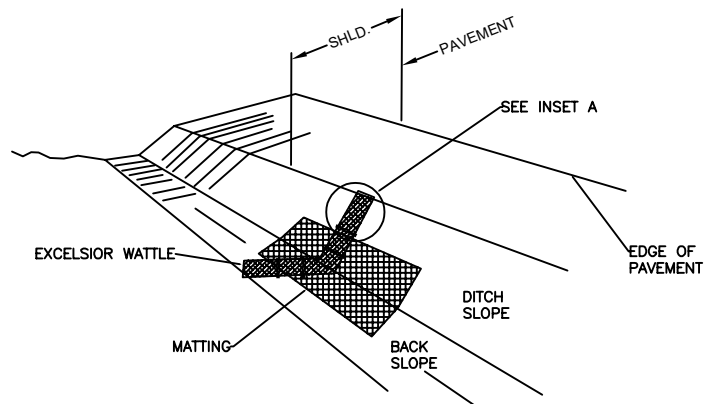
REVISIONS		
NO.	DATE	DESCRIPTION



CONCRETE WASHOUT STRUCTURE

CITY OF MONROE
UNION COUNTY NORTH CAROLINA
PREPARED BY:
ENGINEERING DEPARTMENT

FILE: I:/Maps-Details/Detail Manual/Details
DRAWN BY: KMM DATE: 05-14-26
CHECKED BY: SAM SCALE: N.T.S.
DETAIL 03.02.02



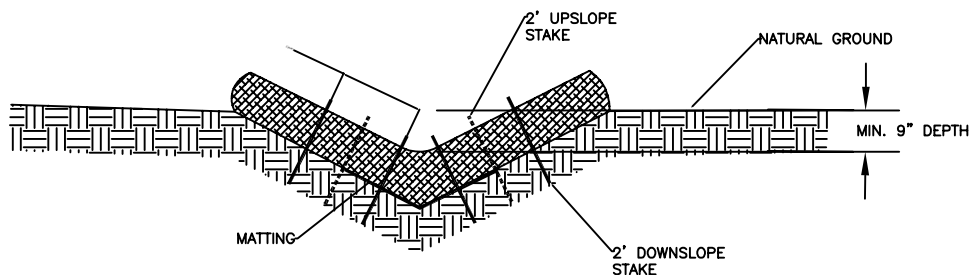
ISOMETRIC VIEW

GENERAL NOTES:

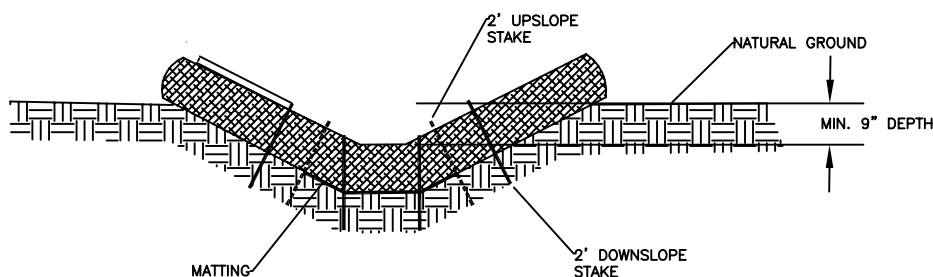
1. USE MINIMUM 12 INCH DIAMETER FIBER WATTLE.
2. USE 2 FT. WOODEN STAKES WITH A 2 IN. X 2 IN. NOMINAL CROSS SECTION
3. ONLY INSTALL WATTLE(S) TO A HEIGHT IN DITCH SO FLOW WILL NOT WASH AROUND WATTLE AND SCOUR DITCH SLOPES AND AS DIRECTED.
4. INSTALL A MINIMUM OF 2 UPSLOPE STAKES AND 4 DOWNSLOPE STAKES AT AN ANGLE TO WEDGE WATTLE TO BOTTOM OF DITCH.
5. PROVIDE STAPLES MADE OF 0.125 IN. DIAMETER STEEL WIRE FORMED INTO A U SHAPE NOT LESS THAN 12" IN LENGTH.
6. INSTALL STAPLES APPROXIMATELY EVERY 1 LINEAR FOOT ON BOTH SIDES OF WATTLE AND AT EACH END TO SECURE IT TO THE SOIL.
7. INSTALL MATTING IN ACCORDANCE WITH SECTION 1631 OF THE NCDOT STANDARD SPECIFICATIONS.

MAINTENANCE NOTES:

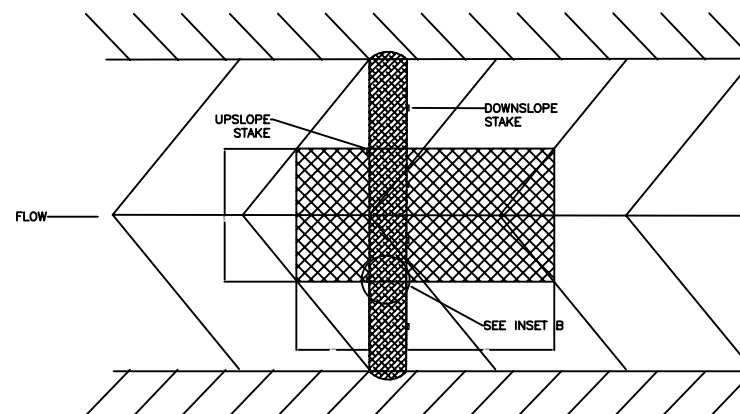
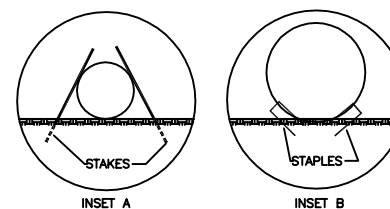
1. INSPECT WATTLES ONCE A WEEK AND AFTER EVERY RAINFALL EVENT.
2. REMOVE SEDIMENT FORM THE FLOW AREA AND REPAIR IMMEDIATELY.
3. WATTLES MUST BE REPLACED IF TORN OR CLOGGED.



CROSS SECTION
VEE DITCH



CROSS SECTION
TRAPEZOIDAL DITCH



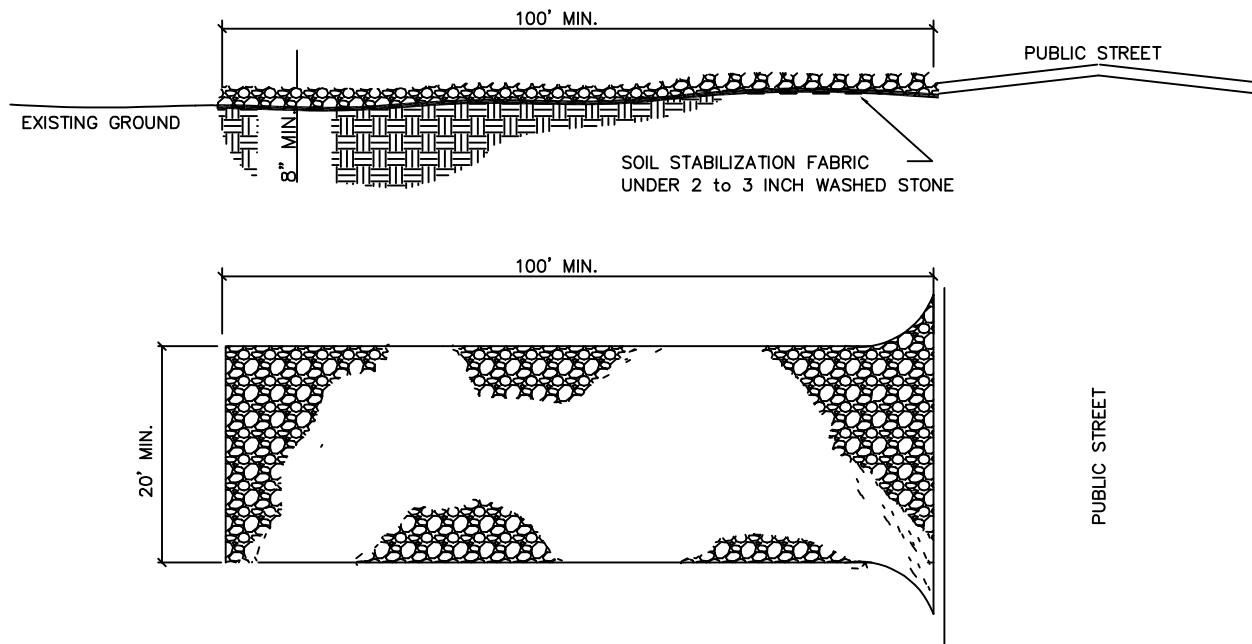
REVISIONS		
NO.	DATE	DESCRIPTION
1	05/26	ADD MAINT. NOTES



TEMPORARY WATTLE CHECK DAM WITH MATTING

CITY OF MONROE
UNION COUNTY NORTH CAROLINA
PREPARED BY:
ENGINEERING DEPARTMENT

FILE: I:/Maps-Details/Detail Manual/Details
DRAWN BY: KMM DATE: 04/03/25
CHECKED BY: SAM SCALE: N.T.S.
DETAIL 03.03.02



GENERAL NOTES:

1. A STABILIZED PAD OF CRUSHED STONE SHALL BE LOCATED WHERE TRAFFIC WILL BE ENTERING OR LEAVING A CONSTRUCTION SITE TO OR FROM A PUBLIC STREET.
2. STONE TO BE 2 TO 3 INCH WASHED STONE
3. FILTER FABRIC SHALL BE MIRAFL 500 OR EQUAL.
4. ENTRANCE SHALL BE A MINIMUM OF 20' IN WIDTH OR THE WIDTH OF THE EXIT, WHICHEVER IS GREATER.

MAINTENANCE NOTES:

1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC STREETS OR EXISTING PAVEMENT. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC STREETS MUST BE REMOVED IMMEDIATELY. WHEN NECESSARY WHEELS MUST BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTERING A PUBLIC STREET. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WHICH DRAINS INTO AN APPROVED SEDIMENT BASIN.

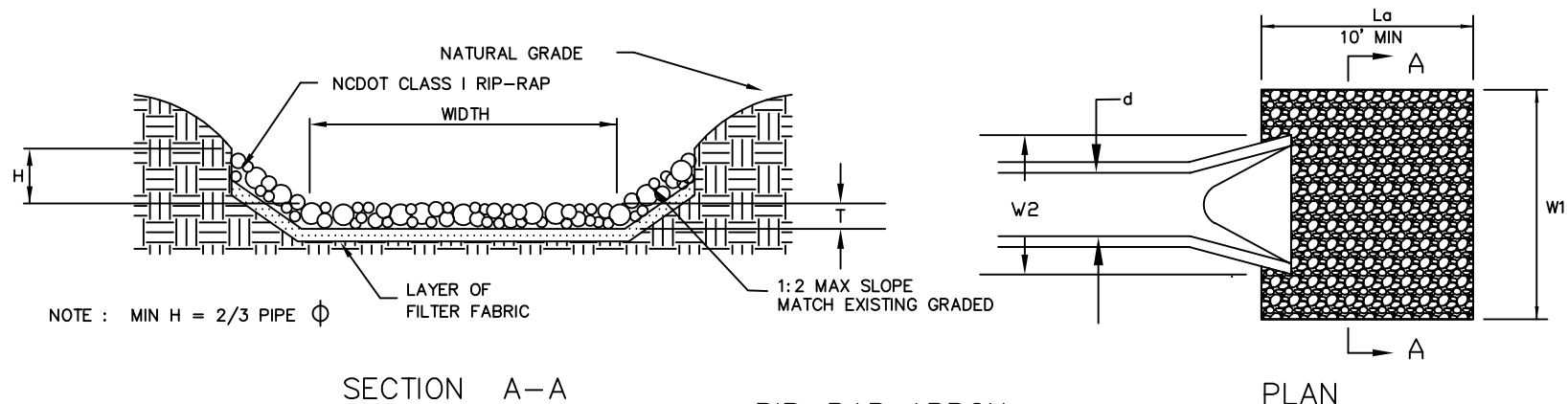
REVISIONS		
NO.	DATE	DESCRIPTION
1	4/20/04	ENTRANCE WIDTH
2	04/11	STONE SIZE
3	05/26	REORGANIZE NOTES



*STABILIZED
CONSTRUCTION
ENTRANCE*

CITY OF MONROE
UNION COUNTY NORTH CAROLINA
PREPARED BY:
ENGINEERING DEPARTMENT

FILE: I:\New I/Maps-Details/Detail Manual&Specs/ Standard Detail & Spec Manual/Standard Details/03	
DRAWN BY: JAM	DATE: 08-07-01
CHECKED BY: JNL	SCALE: N.T.S.
DETAIL	03.04.01



**RIP-RAP APRON
FOR FLARED END SECTION**

CONSTRUCTION SPECIFICATIONS :

- A. BOTTOM GRADE SHALL BE 0.0 %.
- B. SIDE SLOPES 2:1 OR FLATTER.
- C. SIDEWALLS SHALL EXTEND UP AS SHOWN ON THE PLANS BUT NOT LESS THAN TWO-THIRDS THE PIPE DIAMETER.
- D. THERE SHALL BE NO OVERFALL FROM THE END OF THE APRON TO THE SURFACE OF THE RECEIVING CHANNEL. THE AREA TO BE PAVED OR RIP-RAPPED SHALL BE UNDERCUT SO THAT THE INVERT OF THE APRON SHALL BE AT THE SAME GRADE (FLUSH) WITH THE SURFACE OF THE RECEIVING CHANNEL. THE APRON SHALL HAVE A CUTOFF TO TOE WALL AT THE DOWNSTREAM END.
- E. APRON DIMENSIONS AND RIP-RAP SIZE OR CONCRETE THICKNESS MUST BE AS SHOWN ON THE PLANS.
- F. THE WIDTH OF THE END OF THE APRON SHALL BE EQUAL TO THE BOTTOM WIDTH OF THE RECEIVING CHANNEL AT THE OUTLET PIPE, WHICHEVER IS GREATER, OR 3 TIMES THE DIAMETER.
- G. THE PLACING OF FILL, EITHER LOOSE OR COMPACTED IN THE RECEIVING CHANNEL SHALL NOT BE ALLOWED.
- H. NO BENDS OR CURVES IN THE HORIZONTAL ALIGNMENT OF THE APRON WILL BE PERMITTED.
- I. FILTER FABRIC TO BE MIRAFI 500 OR APPROVED EQUAL
- J. THICKNESS OF RIP-RAP TO BE 1' OR AS NOTED BY THE ENGINEER.

MAINTENANCE NOTES:

1. INSPECT RIP-RAP PERIODICALLY FOR SCOUR OR DISLODGED STONES.
2. CONTROL OF WEEDS AND BRUSH GROWTH.

USE USDA NOMOGRAPH FROM NC SEDIMENT AND EROSION CONTROL MANUAL FOR DESIGN DATA

OUTLET	La	W1	W2	*T	H

* d50 (see fig 8.06 a&b "NC SEDIMENT AND EROSION CONTROL MANUAL")
dmax = 1.5 x d50
T = 1.5 X dmax
La = LENGTH OF RIP RAP APRON. 4xd
W1 = END OF APRON. 3xd
W2 = END OF FLARED SECTION

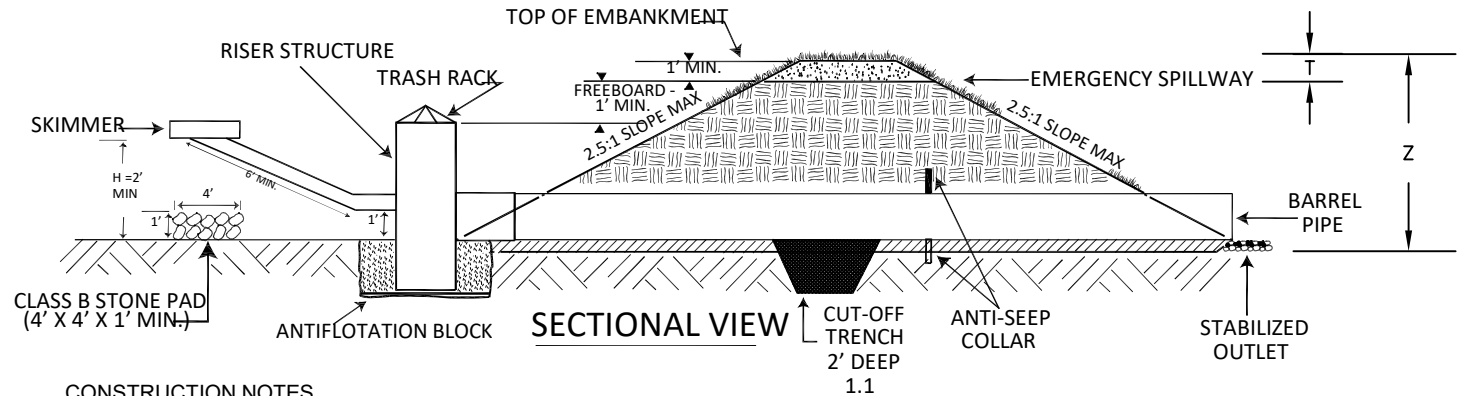
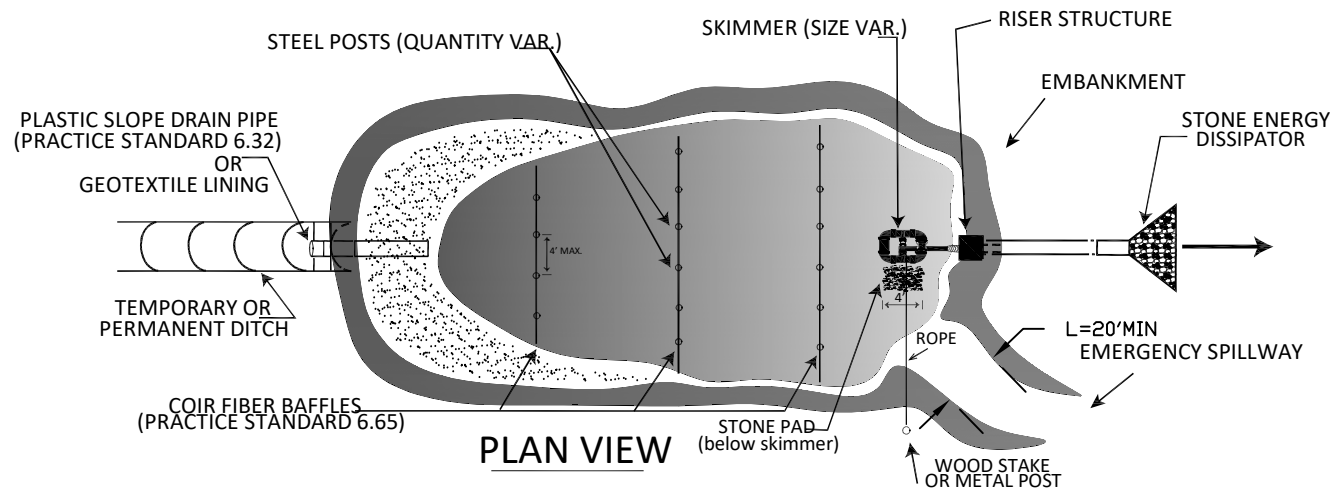
REVISIONS				<i>RIP RAP APRON FOR F.E.S</i>	<i>CITY OF MONROE</i>		FILE: I:\New I\Maps-Details\Detail Manual&Specs/ Standard Detail & Spec Manual\Standard Details\03	
NO.	DATE	DESCRIPTION			UNION COUNTY NORTH CAROLINA		DRAWN BY: JAM	DATE: 08-07-01
1	4/20/04	NOTES/FORMAT			PREPARED BY: <i>ENGINEERING DEPARTMENT</i>		CHECKED BY: JNL	SCALE: N.T.S.
2	05/08	ADD TABLE						
3	05/26	ADD MAINT. NOTES						
			DETAIL 03.05.01					

NOTES:

1. REFER TO NCDENR PLANNING AND DESIGN MANUAL SECTION #6.61 FOR ADDITIONAL DESIGN SPECIFICATIONS REGARDING SEDIMENT BASINS.
2. MINIMUM SURFACE AREA REQUIRED IS 435 SQ FT PER CFS Q₁₀.
3. USE FOR DRAINAGE AREA GREATER THAN 10 (TEN) ACRES AND NOT EXCEEDING 100 (ONE HUNDRED) ACRES.

MAINTENANCE NOTES:

1. INSPECT ALL MEASURES AT LEAST WEEKLY AND AFTER EACH RAINFALL; MAKE ANY REPAIRS IMMEDIATELY.
2. REMOVE SEDIMENT AND RESTORE BASIN TO ITS ORIGINAL DIMENSIONS WHEN IT ACCUMULATES TO ONE-HALF THE DESIGN DEPTH.
3. PLACE REMOVED SEDIMENT IN AN AREA WITH SEDIMENT CONTROL MEASURES TO ENSURE NO LOSS OF SEDIMENT OFF-SITE.
4. CHECK THE EMBANKMENT, SPILLWAYS, AND OUTLET FOR EROSION DAMAGE; INSPECT THE EMBANKMENT FOR PIPING AND SETTLEMENT.
5. REMOVE ALL TRASH AND DEBRIS FROM THE RISER AND POOL AREA.



CONSTRUCTION NOTES

1. SEED AND PLACE MATTING FOR EROSION CONTROL ON INTERIOR AND EXTERIOR SIDESLOPES.
2. INSTALL A MINIMUM OF 3 COIR FIBER BAFFLES IN ACCORDANCE WITH PRACTICE STANDARD 6.65.
3. INSTALL SKIMMER AND COUPLING TO RISER STRUCTURE OR DIRECTLY INTO EMBANKMENT 1 FT. FROM BOTTOM OF BASIN.
4. THE ARM PIPE SHALL HAVE A MINIMUM LENGTH OF 6 FT. BETWEEN THE SKIMMER AND COUPLING.
5. IF THE SEDIMENT BASIN WITH RISER PIPE IS TO PERMANENTLY REMAIN, PLEASE EXERCISE CAUTION IN THE CONSTRUCTION OF THE BERM IN REGARDS TO THE PERMEABILITY AND LEAKAGE OF THE BASIN.

DATA BLOCK

REFERENCE: NCDENR PLANNING AND DESIGN MANUAL, MAY 2013.

BASIN	DRAINAGE AREA (ACRES)	DENUDED AREA (ACRES)	Q ₁₀	BASIN VOLUME		BASIN SURFACE AREA		CLEANOUT DEPTH (FT.) H/2	H (FEET)	Z (FEET)	L (FEET)	T (FEET)	W (FEET)	SKIMMER PIPE DIAMETER	SKIMMER ORIFICE DIAMETER
				REQUIRED (CUBIC FT.)	PROVIDED (CUBIC FT.)	REQUIRED (SQ FT.)	PROVIDED (SQ FT.)								

REVISIONS		
NO.	DATE	DESCRIPTION
1	05/08	PER NCDENR MANUAL
1	01/15	PER NCDENR MANUAL
1	05/26	ADD NOTES, REMOVE TOP OF BANK WIDTH



SEDIMENT BASIN

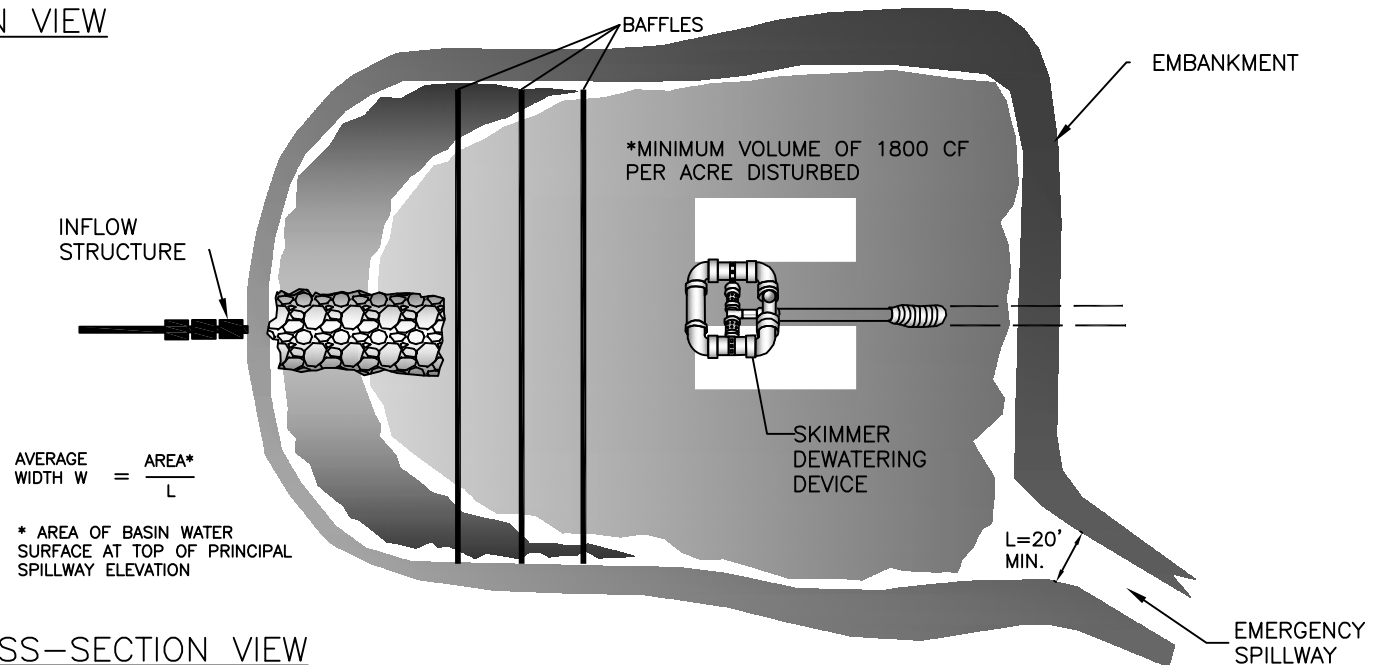
CITY OF MONROE
UNION COUNTY NORTH CAROLINA
PREPARED BY:
ENGINEERING DEPARTMENT

FILE: I:/Maps-Details/Detail Manual/Details
DRAWN BY: DKO DATE: 04-20-04
CHECKED BY: JNL SCALE: N.T.S.
DETAIL 03.08.01

PLAN VIEW

MAINTENANCE NOTES:

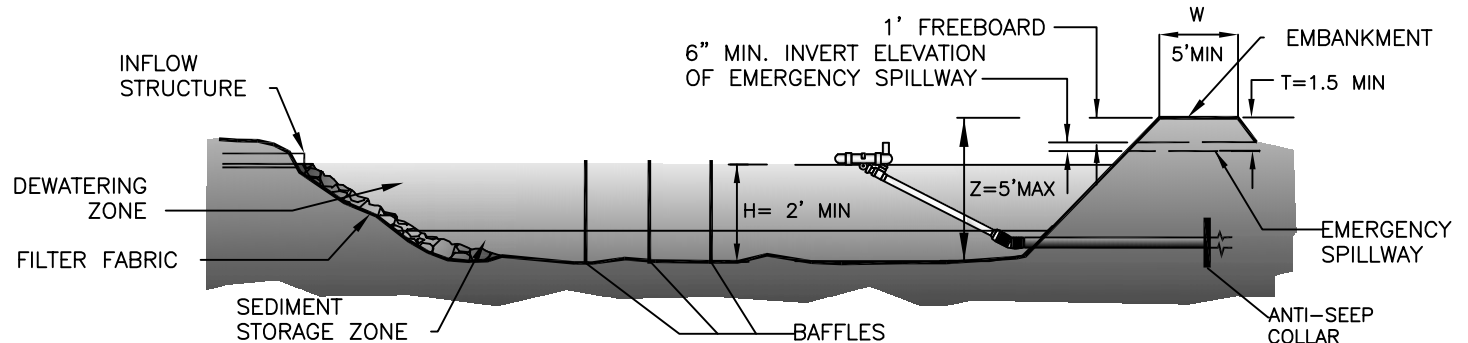
1. INSPECT ALL MEASURES AT LEAST WEEKLY AND AFTER EACH RAINFALL EVENT; MAKE NECESSARY REPAIRS IMMEDIATELY.
2. REMOVE SEDIMENT AND RESTORE THE BASIN TO ITS ORIGINAL DIMENSIONS WHEN SEDIMENT ACCUMULATES TO ONE-HALF THE HEIGHT OF THE FIRST BAFFLE.
3. REPAIR BAFFLES IF THEY ARE DAMAGED.
4. IF THE SKIMMER ARM OR BARREL PIPE IS CLOGGED, CLEAR DEBRIS; REPLACE THE ORIFICE BEFORE REPOSITIONING THE SKIMMER.
5. INSPECT FABRIC SPILLWAY, EMBANKMENT AND OUTLETS FOR EROSIONS DAMAGE; MAKE ALL NECESSARY REPAIRS.



CROSS-SECTION VIEW

NOTES:

1. REFER TO NCDENR PLANNING AND DESIGN MANUAL SECTION #6.64 FOR ADDITIONAL DESIGN SPECIFICATIONS REGARDING SKIMMER SEDIMENT BASINS.
2. MINIMUM SURFACE AREA REQUIRED IS 325 SQ FT PER CFS Q₁₀.
3. USE FOR DRAINAGE AREA NOT EXCEEDING 10 (TEN) ACRES.



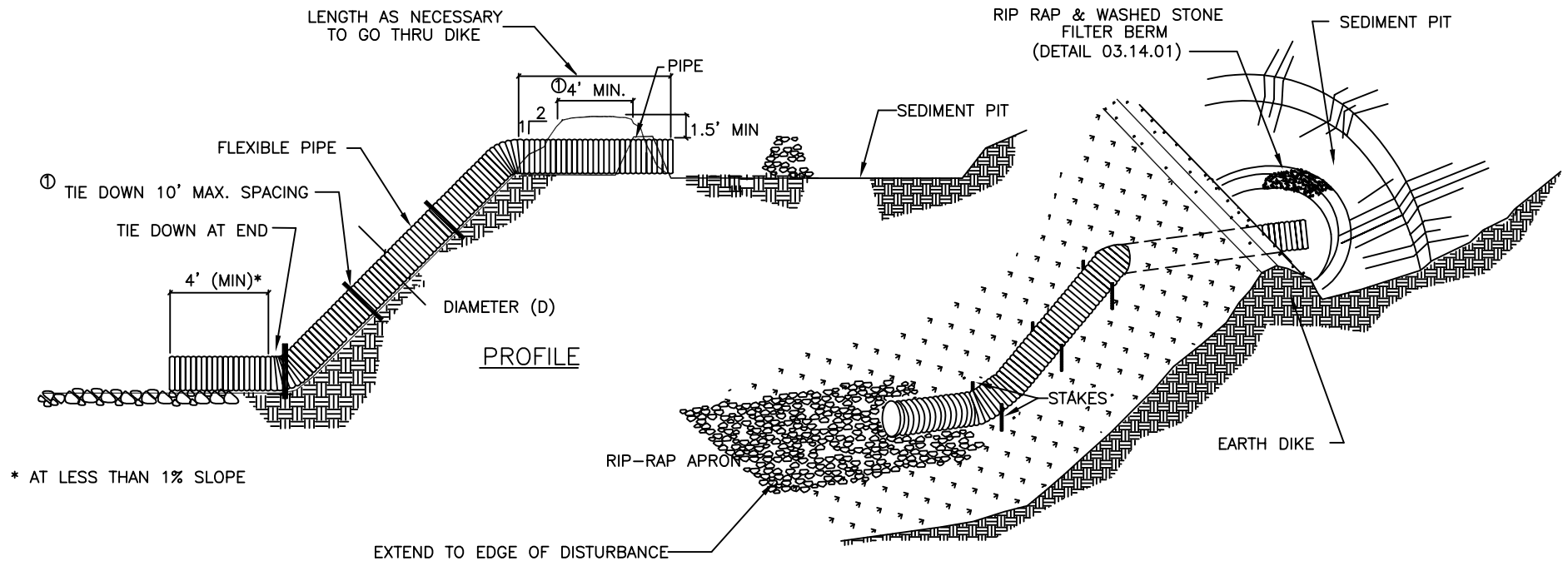
MINIMUM LENGTH TO WIDTH RATIO: 2:1
MAXIMUM LENGTH TO WIDTH RATIO: 6:1

DATA BLOCK

BASIN	DRAINAGE AREA (ACRES)	DENUDED AREA (ACRES)	Q ₁₀	BASIN VOLUME		BASIN SURFACE AREA		CLEANOUT DEPTH (FT.) H/2	H (FEET)	Z (FEET)	L (FEET)	T (FEET)	W (FEET)	SKIMMER PIPE DIAMETER	SKIMMER ORIFICE DIAMETER
				REQUIRED (CUBIC FT.)	PROVIDED (CUBIC FT.)	REQUIRED (SQ FT.)	PROVIDED (SQ FT.)								

REFERENCE: NCDENR PLANNING AND DESIGN MANUAL, JUNE 2006

REVISIONS				SKIMMER SEDIMENT BASIN	CITY OF MONROE UNION COUNTY NORTH CAROLINA PREPARED BY: ENGINEERING DEPARTMENT	FILE: I:/Maps-Details/Detail Manual/Details	
NO.	DATE	DESCRIPTION				DRAWN BY: DKO	DATE: 05/2008
1	5/26	ADDED MAIN. NOTES				CHECKED BY: JNL	SCALE: N.T.S.
						DETAIL 03.08.02	



NOTES:

1. THE TOP OF THE EARTH DIKE OVER THE INLET PIPE AND THOSE DIKES CARRYING WATER TO THE PIPE SHALL BE AT LEAST 1.5 FOOT HIGHER AT ALL POINTS THAN THE TOP OF THE INLET PIPE.
2. THE PIPE SHALL BE FLEXIBLE WITH WATER TIGHT CONNECTING BANDS. FLEXIBLE PIPE SHOULD BE STAKED ON EITHER SIDE.
3. A RIP RAP APRON SHALL BE PROVIDED AT THE OUTLET.
4. THE SOIL AROUND AND UNDER THE INLET PIPE AND ENTRANCE SECTION SHALL BE HAND TAMPED IN 4" LIFTS TO THE TOP OF THE EARTH DIKE.
5. OUTLET PIPE SHOULD BE TAKEN OVER OR THROUGH ANY SILT FENCE, TAKING CARE NOT TO VOID THE EFFECTIVENESS OF THE SILT FENCE.

MAINTENANCE NOTES:

INSPECT ALL MEASURES AT LEAST WEEKLY AND AFTER EACH RAINFALL OF 1.0 INCH OR GREATER; MAKE NECESSARY REPAIRS.

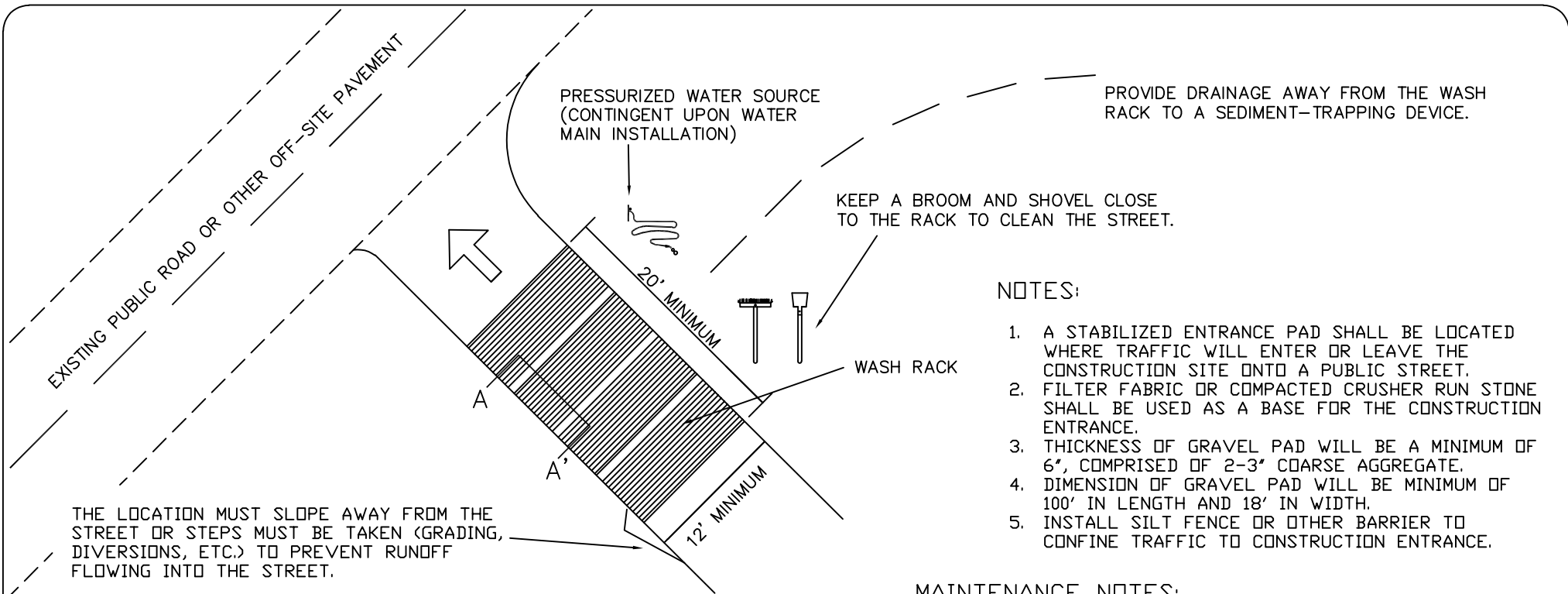
REVISIONS		
NO.	DATE	DESCRIPTION
1	05/08	WAS 1' ADD 10' SPACING
2	05/26	EDIT NOTES, ADD NOTE



FLEXIBLE PIPE SLOPE DRAIN

CITY OF MONROE
UNION COUNTY NORTH CAROLINA
PREPARED BY:
ENGINEERING DEPARTMENT

FILE: I:/Maps-Details/Detail Manual/Details
DRAWN BY: DKO DATE: 04-20-04
CHECKED BY: JNL SCALE: N.T.S.
DETAIL 03.09.01



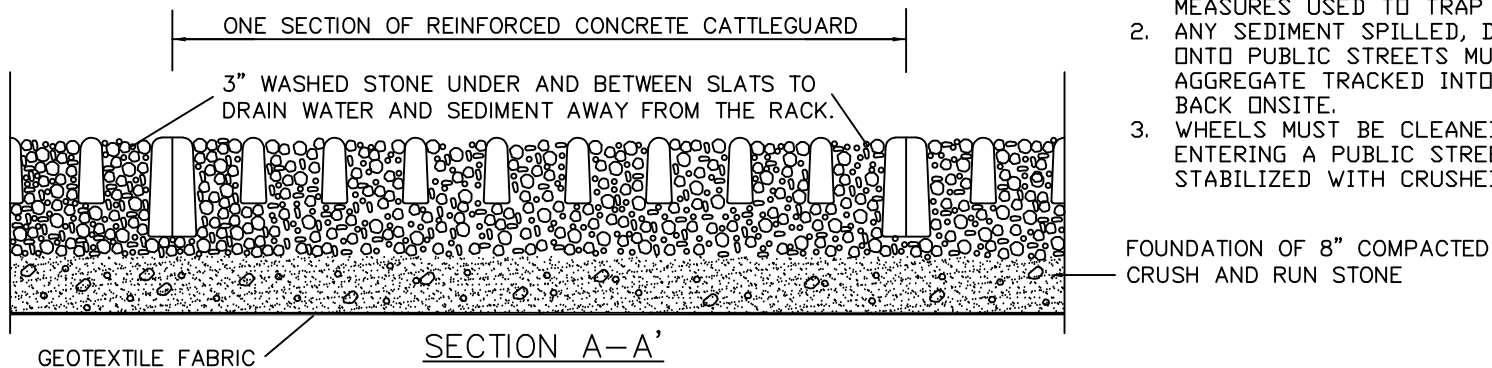
NOTES:

1. A STABILIZED ENTRANCE PAD SHALL BE LOCATED WHERE TRAFFIC WILL ENTER OR LEAVE THE CONSTRUCTION SITE ONTO A PUBLIC STREET.
2. FILTER FABRIC OR COMPACTED CRUSHER RUN STONE SHALL BE USED AS A BASE FOR THE CONSTRUCTION ENTRANCE.
3. THICKNESS OF GRAVEL PAD WILL BE A MINIMUM OF 6", COMPRISED OF 2-3" COARSE AGGREGATE.
4. DIMENSION OF GRAVEL PAD WILL BE MINIMUM OF 100' IN LENGTH AND 18' IN WIDTH.
5. INSTALL SILT FENCE OR OTHER BARRIER TO CONFINE TRAFFIC TO CONSTRUCTION ENTRANCE.

MAINTENANCE NOTES:

1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC STREETS OR EXISTING PAVEMENT. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS WARRANT AND REPAIR OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2. ANY SEDIMENT SPILLED, DROPPED, WASHED, OR TRACKED ONTO PUBLIC STREETS MUST BE REMOVED IMMEDIATELY. ANY AGGREGATE TRACKED INTO THE ROADWAY MUST BE SWEEPED BACK ONSITE.
3. WHEELS MUST BE CLEANED TO REMOVED SEDIMENT PRIOR TO ENTERING A PUBLIC STREET. IT SHALL BE DONE IN AN AREA STABILIZED WITH CRUSHED STONE.

**THE FOLLOWING IS AN EXAMPLE OF AN ACCEPTABLE WASH RACK. OTHER APPROVED METHODS MAY BE UTILIZED.



REVISIONS		
NO.	DATE	DESCRIPTION
1	5/14/26	ADD NOTES



CONSTRUCTION EXIT WASH RACK

CITY OF MONROE
UNION COUNTY NORTH CAROLINA
PREPARED BY:
ENGINEERING DEPARTMENT

FILE: I:/Maps-Details/Detail Manual/Details
DRAWN BY: DKO DATE: 04-20-04
CHECKED BY: JNL SCALE: N.T.S.
DETAIL 03.15.01

**AN ORDINANCE TO AMEND
THE CITY OF MONROE STANDARD SPECIFICATIONS
AND DETAIL MANUAL
O-2026-35**

BE IT ORDAINED by the City Council of the City of Monroe that the City of Monroe Standard Specifications and Detail Manual be amended as follows:

REVISION LOG

Amend to add:

<u>Rev. No.</u>	<u>Date Adopted by City Council</u>	<u>Summary</u>
19	September 8, 2026	Revised per Ordinance O-2026-35

DIVISION 08.00 ROADWAY/STORM DRAINAGE DETAILS

Revise/Replace as attached:

Detail 03.02.01	Temporary Diversion Ditch
Detail 03.03.02	Temporary Wattle Check Dam with Matting
Detail 03.04.01	Stabilized Construction Entrance
Detail 03.05.01	Rip Rap Apron for F-E-S
Detail 03.08.01	Sediment Basin
Detail 03.08.02	Skimmer Sediment Basin
Detail 03.09.01	Flexible Pipe Slope Drain
Detail 03.15.01	Construction Exit Wash Rack

Add as attached:

Detail 03.01.03	Silt Fence Outlet
Detail 03.02.02	Concrete Washout Structure

Adopted this 8th day of September 2026.

Robert Burns, Mayor

ATTEST:

Bridgette H. Robinson, City Clerk



STAFF REPORT

TO: Public Safety Committee

VIA: Mark Watson, City Manager

DATE: September 2, 2026

FROM: Sarah McAllister, P.E. – Engineering Director

PREPARED BY: Chad Splawn, Engineering Associate

SUBJECT: Award of 2026-2027 Resurfacing/Reclamation Cement Mix Design and QA Testing Services Contract

SUMMARY STATEMENT

The Public Safety Committee is requested to award the contract for the 2026-2027 Resurfacing/Reclamation Cement Mix Design and QA Testing Services to UES Professional Solutions 29, Inc.

REVIEW

Engineering Staff have solicited requests for proposals for the 2026-2027 Resurfacing/Reclamation Mix Design and QA Testing Services. The services to be provided will include cement mix designs for full depth reclamation, quality assurance testing of full depth reclamation and asphalt paving operations as well as quantity tracking for certain aspects of the proposed work.

The request for proposals was sent out on May 8, 2026 with three proposals being received. UES Professional Solutions 29, Inc., is the selected firm to provide the services. Selection was based upon hourly unit rates and mix design pricing. Rates received in the proposals are listed in the table below.

Item	Unit	Eagle	On-Spec	UES
Mix Design (Each)	Each	\$ 2,500.00	\$ 4,210.00	\$ 2,300.00
FDR/Asphalt Tech (NCDOT)	Hour	\$ 85.00	\$ 90.00	\$ 85.00
NCDOT Tech Sampling/Testing	Hour	\$ 85.00	\$ 90.00	\$ 95.00

A contingency amount of \$20,000 is recommended to cover possible change orders during the course of work.

Sufficient funds are budgeted in Contract Resurfacing Capital Project RD2501.

RECOMMENDATION

The Public Safety Committee is requested to recommend the following to City Council:

- A. Award of the 2026-2027 Resurfacing/Reclamation Cement Mix Design and QA Testing Services Contract to UES Professional Solutions 29, Inc. in the amount of \$206,720.00
- B. Authorization of contingency allowance in the amount of \$20,000.
- C. Authorization of the City Manager to execute the documents including contract and future change orders if required.

If the Public Safety Committee is in agreement, the items will be placed on the consent agenda for consideration by City Council at the next meeting on September 8, 2026.

Attachment:

UES Professional Solutions 29, Inc. Proposal

June 6, 2026
Revised: July 1, 2026
Revised: August 7, 2026

Chad Splawn
City of Monroe
300 W. Crowell Street
Monroe, North Carolina 28112

Email: csplawn@monroenc.org

Subject: **Proposal for Construction Materials Testing Services
2026-2027 Asphalt Paving Program
Various Locations
Monroe, North Carolina
UES Proposal No. A26117.01040.000**

UES Professional Solutions 29, Inc. (UES) is pleased to submit this proposal to provide construction materials and laboratory testing services for the **2026-2027 Asphalt Paving Program** in **Monroe, North Carolina**. This proposal includes our project understanding, scope of services, scheduling, and our estimated fee.

PROPOSED PROJECT

We understand that **2026-2027 Asphalt Paving Program** will include Full Depth Reclamation (FDR) of 40 roads at various locations in the City of Monroe. The City of Monroe is seeking a qualified firm to

PROPOSED SCOPE OF SERVICES

The following is a list of anticipated services:

Mix Design Services

- Perform 6-inch diameter cores, at the specified frequency, and measure the asphalt and base thicknesses to the nearest quarter (1/4) inch;
- Backfill the core locations and patch the asphalt pavement with cold mix asphalt patch;
- Prepare summary report of sampling results for each road sampled;
- Perform laboratory FDR mix design and report in accordance with Portland Cement Association "Soil Cement Laboratory Handbook", ASTM and AASHTO specifications;

Field Testing Services

- Provide NCDOT QMS certified asphalt technician to perform visual inspections during Full Depth Reclamation (FDR) operations (pre-grind, mixing, compaction) in accordance with 2026 NCDOT QMS Manual, section 10;
- Provide NCDOT QMS certified asphalt technician to perform asphalt density testing and provide documentation in accordance with 2026 NCDOT QMS Manual;
- Provide NCDOT Level I or Level II Plant technician during asphalt paving operations;
- And, provide recommendations to address specific site conditions as necessary.

Note: Assumed 3.5 days per road to complete pre-grind, mixing, compaction, and asphalt testing.

SCHEDULING

We respectfully request that a minimum one-week notification be provided whenever our initial services are needed so that we may coordinate our field personnel to meet your specific needs. We request a one-day notice when full time, part time, and on-call work is needed, if our services are needed during off-hours and/or on holidays (Memorial Day, Independence Day, Labor Day, the day after Thanksgiving Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Day), we require a minimum 24-hour notification.

We request that our services be scheduled through Richard Eller, reller@teamues.com, 803.415.0336, or UES Scheduling at 704.840.5754.

ESTIMATED FEE

For proposal purposes, we have assumed that all inspections and testing services will be performed during standard business hours for the minimum hours indicated on the fee estimate (*Monday through Friday, between, 7am and 6pm EST*). If services are required outside of our standard business hours, on weekends or holidays, overtime rates will apply. Our proposed services would be invoiced monthly at the unit rates shown on the attached cost estimate for the actual services provided (including actual number of trips and durations for each trip).



Based on and mix design for each road and our experience with FDR sampling and mix designs we have a lump sum fee of **\$93,250**. The fee includes field sampling, mix design, and report.

Based on our estimated timeframe for construction duration and anticipated scope of field services, we have estimated a fee of approximately **\$113,470**. The fee will be managed based on the actual construction schedule.

The total estimated fee for field and laboratory services: **\$206,720.00**

This proposal does not include cost for rework, retest, or re-inspection of scope items that fail initial inspection/testing. If a discrepancy or non-conformance item is noted by our team during inspection/testing and **UES** must subsequently remobilize to perform follow-up inspection/testing or collection of material, **UES** will charge our standard rates on a time and materials basis for costs incurred as a result of the remobilization and rework.

Note: Upon request, these additional charges, may be provided under a separate invoice, for the purposes of back charges, as applicable. Kindly request this additional Project Management Service prior to the commencement of the project.

Please note, the estimated fee and associated fee schedule are valid for 120 days from the date of this proposal. After which, we reserve the right to increase the fees as mutually agreed upon between **UES** and the Client.

With each monthly invoice you will receive a copy of the project backup for the specific invoicing period, which will include field reports, laboratory test results, and any formal recommendations made. **A 3.5% processing fee will be applied to all credit card payments.**

AUTHORIZATION

If this proposal is acceptable, please provide formal authorization by signing the attached project acceptance and returning to us. We will then send you a fully executed copy for your files.



CLOSING

UES appreciates the opportunity to provide our professional services for you on this project. Please contact us if you have any questions concerning the information in this proposal or if we may be of further service.

Sincerely,

UES PROFESSIONAL SOLUTIONS 29, INC.

A handwritten signature in blue ink, reading "Richard J. Eller, Jr.".

Richard J. Eller, Jr., P.E.
Construction Services Manager

Attachments: Fee Estimate
Fee Schedule
Project Acceptance
Terms and Conditions





FEE ESTIMATE - Rev. 1
2026-2027 Asphalt Paving Program
 Construction Materials Testing
 UES Proposal No. A26117.01040.000

Task Description	Estimated Trips	Estimated Hours per Trip	Quantity	Rate	Cost
I. Field Services - (minimum 3 hours)					
Asphalt/DOT Technician	140	8	1120	\$85.00	\$ 95,200.00
NCDOT Level 1 & Level 2 Technician (QA Sampling & Testing)	5	6	30	\$95.00	\$ 2,850.00
Nuclear Gauge			30	\$100.00	\$ 3,000.00
Trips			145	\$70.00	\$ 10,150.00
					\$ 111,200.00
II. Laboratory Services					
Full Depth Reclamation (FDR) Mix Design (incl. sample collection + report)			40	\$2,300.00	\$ 92,000.00
Asphalt Gradation			5	\$250.00	\$ 1,250.00
					\$ 93,250.00
III. Reporting & Project Management Services					
Senior Engineer - report review, consultation, etc.			2	\$175.00	\$ 350.00
Project Manager-project administration, report preparation, project meetings			8	\$145.00	\$ 1,160.00
Professional Office			8	\$95.00	\$ 760.00
					\$ 2,270.00

FEE ESTIMATE:	\$ 206,720.00
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NOTES:

* - Hours indicated on this fee estimate are for a standard eight-hour workday Monday through Friday 7:00 AM to 6:00 PM.

* - Hours worked during 6:00 PM through 7:00 AM, Saturdays, will be charged at 1.5 times the standard rate. (night work)

* - Hours worked on Sunday or legal Holidays will be charged at 2 times the standard rate.

* - This proposal does not include cost for rework, retest, or re-inspection of scope items that fail initial inspection/testing. If a discrepancy or non-conformance item is noted by our team during inspection/testing and UES must subsequently remobilize to perform follow-up inspection/testing or collection of material, UES will charge our standard rates on a time and materials basis for costs incurred as a result of the remobilization and rework.

FEE SCHEDULE

CONSTRUCTION MATERIALS TESTING & SPECIAL INSPECTIONS

REPORTING AND PROJECT MANAGEMENT

1. Chief Engineer..... \$225.00/hr.
2. Senior Engineer..... \$175.00/hr.
2. Senior Project Manager \$145.00/hr.
3. Professional Office/Administration \$95.00/hr.

FIELD SERVICES **Note 1**

1. Field Professional..... \$95.00/hr.
2. Asphalt/DOT Technician \$85.00/hr.
3. Senior Engineering Technician..... \$80.00/hr.
4. Retaining Wall Technician..... \$75.00/hr.
5. Field Technician \$60.00/hr.

SPECIAL INSPECTION SERVICES **Note 1**

1. Certified Welding Inspector (CWI) \$100.00/hr.
2. Special Inspector (IBC Chapter 17) \$80.00/hr.
3. Concrete Technician (ACI Certified)..... \$80.00/hr.

EQUIPMENT/TRAVEL/EXPENSES

1. Nuclear Gauge..... \$100.00/day
2. Core Drill and Generator..... \$300.00/day
3. Anchor Bolt Pull Test Equipment \$300.00/day
4. Trip by Vehicle \$70.00/trip
5. Concrete Break Report..... \$25.00/report
6. Miscellaneous Cost +20%
(Includes; Travel Expenses, Unusual Supplies and Materials, Special Handling, Subcontract, and Specialty Services)

Note 1: Above rates for appearance of our representative during standard eight-hour work day, hours worked over eight per day, during 6:00 PM through 6:00 AM, or on Saturday, Sunday, or Holiday will be charged at 1.5 times standard rates. Time charged is based on portal to portal between **UES** Charlotte office and the project site.

LABORATORY TESTING SERVICES

CONCRETE TESTING

1. Compressive Test of Concrete - ASTM C39 \$22.00/ea.
2. Flexural Test of Concrete Beam – ASTM C37 \$55.00/ea.
3. Compressive Test of Mortar/Grout – ASTM C109 \$25.00/ea.

GEOTECHNICAL TESTING

1. % Finer (#200 sieve wash) - ASTM D1140 \$60.00/ea.
2. Grain Size Analysis– ASTM D422 \$85.00/ea.
3. Grain Size Analysis (w/Hydrometer) - ASTM D422..... \$130.00/ea.
(Assumed Specific Gravity)
4. Natural Moisture Content – ASTM D2216 \$15.00/ea.
5. Organic Content – ASTM D2974..... \$60.00/ea.
6. Atterberg Limits – ASTM D4318 \$85.00/ea.
7. Moisture Density Test of Soil (Standard Proctor) – ASTM D698..... \$170.00/ea.
8. Moisture Density Test of Soil (Modified Proctor) – ASTM D1557)..... \$250.00/ea.
9. Asphalt Core Bulk Specific Gravity..... \$75.00/mix
10. Specific Gravity of Soil – ASTM D854 \$55.00/ea.
11. Triaxial Shear Testing: Consolidated Undrained (CU) w/ Pore Pressure – ASTM D4767
 - i. Undisturbed Sample \$900.00/ea.
 - ii. Remolded Sample \$1100.00/ea.
12. Triaxial Shear Testing: Unconsolidated Undrained (UU) – ASTM D2850
 - i. Undisturbed Sample \$550.00/ea.
 - ii. Remolded Sample \$600.00/ea.
13. Hydraulic Conductivity – ASTM D5084
 - i. Undisturbed Sample \$350.00/ea.
 - ii. Remolded Sample \$380.00/ea.
 - iii. Total Porosity \$50.00/ea.



PROJECT ACCEPTANCE

PROJECT NAME: 2026-2027 Asphalt Paving Program

PROJECT LOCATION: Various Locations

CLIENT: City of Monroe

ADDRESS: 300 W. Crowell Street

CITY/STATE/ZIP: Monroe, North Carolina 28112

ATTENTION: Chad Splawn TELEPHONE: _____

EMAIL: csplawn@monroenc.org FAX: _____

The undersigned hereby accepts all the Terms and Conditions set forth in this proposal and warrants that he/she has full authority to bind the Client.

PROJECT ACCEPTED BY: _____

(Signature)

TITLE: _____ DATE: _____

PRINTED NAME: _____



GENERAL TERMS AND CONDITIONS

SECTION 1: BINDING AGREEMENT

1.1 By accepting the Proposal, Client accepts and agrees to be bound by all terms set forth in the Proposal and these General Terms and Conditions and any applicable addendum attached hereto. Client acknowledges and agrees that these General Terms and Conditions include certain state-specific terms and conditions that are applicable based on the location where the Services (as hereinafter defined) are to be performed. Attached hereto are State-Specific Addenda, each corresponding to a particular state or region.

1.2 If the Services are performed in Florida, Texas, California, Nevada, Oregon, Washington or Arizona, the State-Specific Addendum attached hereto is incorporated into and made a part of these General Terms and Conditions.

1.3 In the event of any conflict between these General Terms and Conditions and the terms of the applicable State-Specific Addendum, the terms of the State-Specific Addendum shall govern and control for Services performed in that state or region.

1.4 The Proposal and these General Terms and Conditions (collectively, the "Agreement") represent and contain the entire and only agreement and understanding among UES Professional Solutions, LLC, a Florida limited liability company and its affiliates (the "Company") and Client with respect to the subject matter of this Agreement and supersede any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties.

SECTION 2: SERVICES

2.1 The Company is responsible for providing the services described under the Scope of Services ("Services") of the Proposal to which these General Terms and Conditions form a part. The term "the Company" as used herein includes all the Company's agents, employees, professional staff, and subcontractors.

2.2 The Company shall provide revised or additional services, including changes to the Services necessary due to changed or unforeseen conditions, only in accordance with a written addendum or change order (collectively, "Change Order") to the Agreement agreed to by the Company and Client, and only to the extent set forth in that Change Order.

2.3 The Company shall not be responsible for any delays, fees or costs associated with adverse or unusual weather conditions that prevent the Services from being safely conducted.

2.4 The Company shall provide the personnel, equipment, Level D personal protective equipment (as defined by the Occupational Safety and Health Administration ("OSHA")), and other materials necessary to provide the Services. The Company, at its sole discretion, may retain subcontractors or other third parties to assist it in the provision of the Services.

2.5 The terms "Project" and "Site" as used interchangeably in these General Terms and Conditions refer to the land and/or construction project on which or to which the Company is to provide Services under this Agreement.

2.6 The Company shall perform all Services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant, or employer and employee between the parties hereto or any affiliates or subsidiaries thereof, or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party.

SECTION 3: PROFESSIONAL STANDARD OF CARE

3.1 The Company will provide its Services under this Agreement in a manner consistent with the level of professional care and skill ordinarily exercised by similar professionals practicing contemporaneously under similar conditions in the locality of the Project. NO OTHER WARRANTY CONCERNING THE SERVICES THE COMPANY PROVIDES UNDER THE AGREEMENT OR ANY ADDENDUM OR CHANGE ORDER, EXPRESS OR IMPLIED, IS MADE, AND ALL OTHER WARRANTIES, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW.

3.2 Client understands that subsurface investigations may involve drilling, boring, excavating or sampling through varied subsurface soil and water strata which, consistent with the prevailing standard of professional care, may result in the unavoidable or inadvertent cross-mingling of soil and water and any hazardous substances or constituents contained in them, and that this risk cannot be eliminated despite the exercise of professional care. IF SUBSURFACE INVESTIGATIONS ARE PART OF THE SERVICES, CLIENT WAIVES ANY CLAIM AGAINST THE COMPANY, AND SHALL INDEMNIFY, DEFEND, AND HOLD THE COMPANY HARMLESS FROM ANY CLAIM OR LIABILITY FOR INJURY OR LOSS ARISING FROM CROSS-CONTAMINATION RELATED TO SUCH SUBSURFACE EXPLORATIONS.

3.3 The Company will take reasonable precautions to minimize damage to the Site, but it is understood by Client that, in the normal course of the provision of the Services, including sampling or drilling, some damage to, or alteration of the Site is possible. The repair of such damage shall not be part of the Services unless explicitly specified in writing in the Agreement.

3.4 Execution and delivery of this Agreement by the Company is not a representation that the Company has visited the site, become generally familiar with local conditions under which the work is to be performed, or correlated personal observations with the requirements of the Scope of Services.

3.5 Client's payment in full of the amount owed for Services rendered shall be taken to mean that Client is satisfied with and has accepted the Company's Services.

SECTION 4: RESPONSIBILITIES

4.1 Client is responsible for providing the Company with a clear understanding of the project's nature and scope. Client shall supply the Company with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, and designs, to allow the Company to properly complete the Services. Client assumes all liability for information not provided to the Company that may affect the quality or sufficiency of the Services.

4.2 Client acknowledges that the Company's responsibilities in providing the Services is limited to those services described in the Proposal, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those Services. Such duties may include, but are not limited to, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for the Company's provision of the Services.



SECTION 5: SITE ACCESS AND SITE CONDITION

5.1 Client will grant or obtain at its expense lawful and safe access to the Site as needed for the Company to perform the Services and will notify all affected persons and entities in writing of the Company's presence. The access shall be adequate to allow the Company to conduct the Services, including bringing and storing equipment and tools on the Site and any necessary access to exterior and interior areas. The Company shall not be responsible for any delays, fees or costs caused by delayed or restricted access that prevents or slows the delivery of the Services. If the Site is not owned or operated by Client or the Client does not otherwise have the authority to grant the Company lawful access, Client shall be responsible for obtaining, at its own expense, an access agreement for the Site and any facilities located thereon and are necessary to perform the Services. The Company reserves the right to delay, without penalty, any Site visit and the provision of Services if a site access agreement, in the Company's reasonable judgment and discretion, would impose conditions, liabilities or risks on the Company in excess of those set forth in these General Terms and Conditions or the Agreement. IF THE SITE IS NOT OWNED BY CLIENT, CLIENT AGREES TO DEFEND, RELEASE, AND HOLD THE COMPANY, INCLUDING ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, AFFILIATES AND SUCCESSORS (THE "COMPANY INDEMNITEES") HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES ALLEGED BY THE SITE OWNER OR THE SITE OWNER'S EMPLOYEES, AGENTS, CONTRACTORS OR OTHER PERSONS OR ENTITIES ARISING FROM THE COMPANY'S PERFORMANCE OF SERVICES AT SUCH SITE.

5.2 Client shall be responsible for the safety of the Site where the Project is conducted and for providing a safe environment for the Company to provide the Services. The Company shall be responsible for the safe and compliant conduct of its personnel at the Site and shall also comply with the reasonable and lawful work rules for the Site. As required by applicable laws, the Company will prepare a site-specific Health and Safety Plan (HASP) applicable to its personnel for the Services provided at the Site. The Company shall not be responsible for the safety of other personnel at the Site, nor shall it be responsible for ensuring that the Site complies with environmental, health and safety laws, or reporting any unsafe conduct or non-compliance that it may observe. If the Company encounters conditions at the Site that are unsafe for its personnel, it reserves the right at its sole discretion to suspend or halt work until such conditions are cured. The Company shall not be responsible for any fees, costs or damages associated with any safety-related delays. Unless otherwise provided for in the Agreement, the Company shall not work in conditions that require personal protective equipment beyond that classified as Level D by OSHA, unless otherwise identified in the Proposal.

5.3 Client is responsible for accurately identifying to the Company in writing the existence and location of all subterranean structures and utilities on or affecting the Site and the Services. The Company will take reasonable precautions to avoid affecting subterranean structures and utilities disclosed to it in writing by Client. If included in the Agreement, Client may authorize the Company to conduct applicable private utility identification and clearance requirements on behalf of Client.

5.4 Unless otherwise stated in the Proposal, any soil or groundwater monitoring activities that are included in the Services are based on the assumption that soil borings and monitoring wells can be installed using standard truck-mounted drilling equipment, the locations are accessible to such equipment, and that surface conditions at each location consists of non-reinforced asphalt or concrete not exceeding six (6) inches in thickness and no concrete or asphalt cutting will be required. If the Company encounters materially different conditions at the Site, the Company shall inform Client, and a Change Order shall be agreed to that addresses any changes in schedule, fees or costs associated with the changed conditions.

SECTION 6: HAZARDOUS SUBSTANCES AND ENVIRONMENTAL CONDITIONS

6.1 Client represents it has informed the Company of all known or suspected Hazardous Substances on, under or near the Site of which it is aware, and that it has provided the Company with all studies, reports, investigations, or similar documents in its possession about the environmental conditions at the Site, including any documents and correspondence involving Federal, State or local environmental, health or safety regulatory notifications.

6.2 For purposes of the Agreement and these General Terms and Conditions, the term "Hazardous Substances" includes materials defined or regulated as hazardous substances, hazardous materials, hazardous wastes, hazardous constituents, solid wastes, pollutants, or toxic substances under any Federal, State or local environmental, health, safety or natural resources law, statute, regulation or ordinance, including but not limited to petroleum products, polychlorinated biphenyls, per- and polyfluoroalkyl substances, asbestos, and any other material or substance listed or identified by the United States Environmental Protection Agency or any similar State or local agency as presenting a potential danger to health, safety or the environment.

6.3 Except to the extent required by law, the Company shall not be responsible for making any disclosures to governmental agencies or the Site owner regarding the presence or release of Hazardous Substances on, under, from or around a Site.

6.4 **FOR ENVIRONMENTAL INVESTIGATION, GEOTECHNICAL AND REMEDIATION PROJECTS**, the discovery of Hazardous Substances or other environmental conditions on, under or near the Site not contemplated within the Services may constitute a changed condition, necessitating a Change Order. Although unlikely, Client acknowledges that such a discovery of Hazardous Substances may make it necessary for the Company to take immediate measures to protect the health and safety of its employees and other persons, or to arrange for others to do so, including and up to delaying or terminating work. Client agrees to compensate the Company for all expenses incurred or caused by the discovery of unanticipated Hazardous Substances or environmental conditions encountered at the Site, including but not limited to those related to worker protection and exposure, emergency response actions and equipment decontamination.

6.5 **FOR ENVIRONMENTAL INVESTIGATION AND REMEDIATION PROJECTS**, all substances on, in, or under Site, or obtained from Site as samples or as byproducts of the sampling process, shall be Client's property. The Company shall not be required to sign or certify a waste manifest, disposal ticket, or similar document relating to the transportation or disposal of wastes or Hazardous Substances. the Company may serve as Agent for Client if requested under a separate agreement and authorization. Client shall be considered the "generator" of any hazardous or other wastes, as that term is defined in the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. and agrees that it shall assume all duties as "generator" of any waste material associated with the Services. Further, Client agrees that the Company is not a generator, storer, treater, transporter, arranger, or disposer of wastes or Hazardous Substances and shall not be so identified on any document.

FOR GEOTECHNICAL PROJECTS, all substances on, in, or under the Site, or obtained from the Site as samples or as byproducts of the sampling process, shall be Client's property. Unless otherwise expressly specified in the Agreement or the Services, the characterization, management and disposition of substances, including Hazardous Substances, generated during the Services (including, but not limited to, wastes, samples, produced soils or fluids, cuttings, or protective gear or equipment, etc.) is the sole responsibility of Client. Client shall be considered the "generator" of any hazardous or other wastes, as that term is defined in the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. and agrees that it shall assume all duties as "generator" of any waste material associated with the Services. Further, Client agrees that the Company is not and shall not be identified as a generator, storer, treater, transporter, arranger, or disposer of wastes or Hazardous Substances on any document. Unless specifically provided for in the Agreement, the Company shall not have any responsibilities with respect to the storage or preservation of samples, and Client agrees that the Company is not responsible or liable to Client for any loss of samples that are shipped to a testing facility or retained in storage.

6.6 The Company shall not have custody of any monitoring wells or permanent sampling locations installed as part of the Project, and shall not be responsible for proper maintenance, repair, or closure of such wells, unless otherwise provided for in the Agreement.

6.7 CLIENT AGREES TO DEFEND, INDEMNIFY, RELEASE, AND HOLD THE COMPANY INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES (INCLUDING ATTORNEY'S FEES AND CONSULTANTS' FEES, COSTS OF DELAY OF THE SERVICES, AND ANY COSTS ASSOCIATED WITH POSSIBLE REDUCTION TO THE VALUE OF THE PROJECT OR THE SITE IN WHICH IT IS SITUATED) ARISING FROM (I)



THE COMPANY'S DISCOVERY OF OR ITS EMPLOYEES' OR SUBCONTRACTORS' EXPOSURE TO HAZARDOUS SUBSTANCES OR SUSPECTED SUBSTANCES RELATED TO THE SERVICES, TO THE EXTENT CAUSED BY CLIENT'S NEGLIGENCE ACTS, OMISSIONS OR WILLFUL MISCONDUCT; (II) ANY DISCLOSURES THE COMPANY IS REQUIRED TO MAKE BY LAW REGARDING HAZARDOUS SUBSTANCES OR ENVIRONMENTAL CONDITIONS AT A SITE; (III) ANY CLAIMS MADE ALLEGING THAT (A) THE COMPANY IS AN OWNER OR OPERATOR OF THE SITE AT WHICH THE SERVICES ARE RENDERED; (B) THE COMPANY IS THE GENERATOR, STORER OR TREATER OF HAZARDOUS SUBSTANCES AT SUCH SITE; OR (C) THAT THE COMPANY ARRANGED FOR THE TRANSPORTATION OR DISPOSAL OF ANY HAZARDOUS SUBSTANCES FROM THE SITE; (IV) ANY VIOLATION BY CLIENT OF ANY FEDERAL, STATE OR LOCAL LAW, REGULATION, ORDER, DECREE OR ORDINANCE RELATED TO HAZARDOUS SUBSTANCES; OR (V) ANY CLAIMS MADE BY THIRD-PARTIES WITH RESPECT TO ALLEGED EXPOSURES TO OR DAMAGES CAUSED BY HAZARDOUS SUBSTANCES AT OR FROM THE SITE OR DURING OR RELATED TO ANY PROJECT OR THE PROVISION OF SERVICES, TO THE EXTENT CAUSED BY CLIENT'S NEGLIGENCE OR WILLFUL MISCONDUCT.

SECTION 7: REVIEWS, INSPECTIONS, TESTING, AND OBSERVATIONS

7.1 If the Services include oversight, monitoring or observation of work being conducted by third parties (other than the Company subcontractors), such Services shall be conducted solely to determine that the work being overseen, monitored, or observed is in general conformity to the contractual requirements between Client and such third parties. Client shall have sole responsibility and authority to reject, suspend or stop the work of such third parties, or modify or terminate any agreement between Client such third parties.

7.2 The Company shall not have the responsibility or authority to stop, suspend, or modify the work of such third parties, and does not guarantee that work it inspects conforms in all respects to the design, or to applicable laws, statutes, regulations, rules or codes, and it shall have no liability for design or construction defects, or the failure of Client's designers or contractors to comply with their contractual obligations.

7.3 Neither the activities of the Company pursuant to this Agreement, nor the presence of the Company or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon the Company any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety or environmental conditions or compliance at the Project Site. Client acknowledges that Client or its contractor is solely responsible for Project jobsite safety and compliance with environmental, health and safety laws.

7.4 Client is responsible for scheduling all inspections and construction materials testing ("CMT") activities of the Company. The Company will not be responsible for tests and inspections that it does not perform due to Client's failure to timely schedule work. Client shall at the time of execution of the Agreement provide the Company with a proposed schedule for tests and inspections the Company shall perform. Client will give reasonable notice of all changes to that schedule. The Company shall not be required to conduct any tests or inspections on less than 72 hours written notice, nor after normal business hours or on weekends or holidays.

SECTION 8: BILLING AND PAYMENT

8.1 The Company will submit invoices to Client monthly or upon completion of Services. Invoices will show charges for different personnel and expense classifications. Partially completed items of work for which a fee has been specified may be billed based upon the percentage of completion as estimated by the Company. Reimbursable expenses, those outside of the scope of the proposed Services, will be charged to the Client at cost plus an applicable fee. Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of the lesser of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts. If the Company incurs any expenses to collect overdue billings on invoices, the sums paid by the Company for reasonable attorneys' fees, court costs, the Company's time, the Company's expenses, and interest will be due and owing by the Client. Client agrees that the Company may refuse to release to Client any reports, findings, data, and other work product until it has been paid in full for Services rendered.

SECTION 9: OWNERSHIP AND USE OF DOCUMENTS; INTELLECTUAL PROPERTY

9.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Company, as instruments of service, shall remain the property of the Company. Neither Client nor any other entity shall change or modify the Company's instruments of service. The Company disclaims any and all responsibility and liability for problems that may occur during implementation of the Company's plans, specifications, or recommendations when Company is not retained to observe such implementation. The Company will retain all pertinent records relating to the Services for a period of "five years or such longer period" of time required by applicable accrediting agency, unless specified in the Scope of Services following submission of the report or completion of the Services, during which period the records will be made available to the Client in a reasonable time and manner, subject to payment of a reasonable fee for the time of the Company's employees to assemble and transmit those documents.

9.2 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Company, are prepared for the sole and exclusive use of Client, and may not be given to any other entity, or used or relied upon by any other entity, without the express written consent of the Company. Such written consent may take the form of a "reliance letter" which must be agreed to by such other person or entity to whom the Services and instruments of service may be disclosed, and for which a separate fee will be charged. The Company shall be entitled to injunctive relief preventing/prohibiting any disclosure, reliance or attribution prohibited hereunder, and CLIENT SHALL RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COMPANY FROM ANY LOSSES ARISING FROM OR RELATED TO SUCH UNAUTHORIZED DISCLOSURE, ATTRIBUTION OR RELIANCE. Client is the only entity to which the Company owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

9.3 The Company shall retain sole and exclusive ownership of all ideas, concepts, theories, improvements, designs, original works of authorship, formulas, processes, models, software, algorithms, inventions, know-how, techniques, compositions of matter and any other information owned by the Company prior to the date of this Agreement or created or modified by the Company during the provision of the Services.

9.4 Each party may disclose to the other party certain information that it considers to be confidential ("Confidential Information") provided such information is disclosed in writing and clearly marked or, if orally disclosed, promptly thereafter reduced to writing and clearly marked "Confidential." In no event shall Confidential Information include information that: (a) is or becomes publicly available other than through a breach of the Agreement; (b) is known to the party receiving such information prior to disclosure or is independently developed by such party subsequent to such disclosure without reference to Confidential Information provided hereunder; or (c) is subsequently lawfully obtained by the party receiving such information from a third party without obligations of confidentiality. Each party agrees that it (a) will not disclose or divulge the other party's Confidential Information to any person, (b) will not use the other party's Confidential Information for its own benefit or the benefit of others, (c) will employ at least the same degree of care in protecting Confidential Information as it employs in protecting its own confidential information, and (d) will, upon termination of the Agreement, or at any time at the request of the other party, return to the other party or destroy all copies of the other party's Confidential Information. Notwithstanding the foregoing, each party may disclose the other party's Confidential Information to its employees, subcontractors and authorized agents who have a need to know such confidential information to fulfill its obligations under this Agreement. In the event a party receives a subpoena or other validly issued administrative or judicial process requesting the disclosure of the other party's Confidential Information, such party will promptly notify the other party and tender to it the defense of such demand and will cooperate (at the other party's expense) with the defense of such demand. Unless the demand shall have been timely quashed or extended, the party receiving the demand shall thereafter be entitled to comply with such demand when and to the extent required by law.



SECTION 10: RISK ALLOCATION AND INDEMNIFICATION

10.1 CLIENT AGREES THAT THE COMPANY'S LIABILITY FOR ANY DAMAGE ON ACCOUNT OF ANY BREACH OF CONTRACT, ERROR, OMISSION, OR PROFESSIONAL NEGLIGENCE WILL BE LIMITED TO A SUM NOT TO EXCEED THE GREATER OF \$50,000 OR THE COMPANY'S FEE. If Client prefers to have higher limits on contractual or professional liability, the Company agrees to increase the limits up to a maximum of (i) \$1,000,000.00 upon Client's written request at the time of accepting the Proposal provided that Client agrees to pay an additional consideration of the greater of five percent of the total fee for Services or \$1,000.00, or (ii) \$2,000,000.00 upon Client's written request at the time of accepting the Proposal provided that Client agrees to pay an additional consideration of the greater of ten percent of the total fee for Services or \$2,000.00. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional contractual or professional liability insurance.

10.2 CLIENT SHALL NOT BE LIABLE TO THE COMPANY AND THE COMPANY SHALL NOT BE LIABLE TO CLIENT FOR ANY PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, LOSS OF USE, AND LOST SAVINGS) INCURRED BY EITHER PARTY DUE TO THE FAULT OF THE OTHER, REGARDLESS OF THE NATURE OF THE FAULT, OR WHETHER IT WAS COMMITTED BY CLIENT OR THE COMPANY, THEIR EMPLOYEES, AGENTS, OR SUBCONTRACTORS; OR WHETHER SUCH LIABILITY ARISES IN BREACH OF CONTRACT OR WARRANTY, TORT (INCLUDING NEGLIGENCE), STATUTORY, OR ANY OTHER CAUSE OF ACTION.

10.3 As used in this Agreement, the terms "claim" or "claims" mean any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to liability.

10.4 Subject to the provisions of the limitation of liability described in this Section, Client and the Company each agree to indemnify and hold harmless the other party and the other party's affiliated companies, officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are legally determined to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of Services. If claims, losses, damages, and judgments are legally determined to be caused by the joint or concurrent negligence of Client and the Company, they shall be borne by each party in proportion to its negligence.

10.5 Notwithstanding any other term or provision in this Agreement, in recognition of the relative risks, rewards and benefits of the work being performed by the Company to both the Client and the Company, the risks have been allocated such that the Client agrees and acknowledged that, to the fullest extent permitted by law, the total liability of the Company to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes of action whatsoever, whether arising out of contract, negligence, strict liability in tort, or warranty, shall not exceed the amount specified in Section 10 of the General Terms and Conditions.

SECTION 11: INSURANCE

11.1 The Company represents it has Worker's Compensation insurance in force, that it has commercial general liability coverage in the amount of \$1,000,000.00 per occurrence and has professional liability insurance in the amount of \$1,000,000.00 per claim.

11.2 Client shall maintain such insurance as is necessary to fully underwrite Client's defense and indemnity obligations set forth herein, and shall, upon request by the Company, provide proof to the Company to verify such insurance.

SECTION 12: DISPUTE RESOLUTION

12.1 All claims, disputes, and other matters in controversy between the Company and Client arising out of or in any way related to this Agreement or any Addendum or Change Order shall be decided by binding arbitration in accordance with the Construction Industry Rules of the American Arbitration Association then obtaining, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, the Company shall not be required to arbitrate any legal and/or equitable claims (including statutory and equitable liens) for collection of monies due. The successful party in any such action will be entitled to recover its reasonable attorneys' fees, expert witness fees, and other claim-related expenses and court costs incurred, and also the time value at prevailing rates of its employees reasonably incurred in prosecuting or defending the claims, with any claims against the Company subject to the limitations in Section 10. For the purposes hereof, "successful party" shall mean a party who receives an award greater than fifty (50%) percent of its claimed amount.

12.2 The sole and exclusive venue for any dispute resolution proceeding shall be the location in which the Company office performing the Services is located. This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the Company office performing the Services is located.

12.3 Notwithstanding the foregoing, all claims, including for negligence or any other cause whatsoever that the Client has or claims to have against the Company, shall be deemed waived unless (i) Client notifies the Company of the claim or claims within thirty (30) days of discovery thereof, and (ii) if the Client contends that a claim exists against the Company for negligence or another violation of a standard of care owed by the Company, Client has first provided the Company with a written certification executed by an independent design professional currently practicing in the same discipline as the Company. The certification shall: a) identify the name of the professional; b) specify each and every act or omission that the certifier contends is a violation of the standard of care identified in this Agreement; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to the Company not less than thirty (30) calendar days prior to the institution of any arbitration or judicial proceeding.

12.4 NOTWITHSTANDING THE FOREGOING, THE COMPANY SHALL HAVE NO LIABILITY FOR ANY CLAIM DISCOVERED BY CLIENT MORE THAN ONE YEAR AFTER DELIVERY OF THE LAST ISSUED REPORT BY THE COMPANY FOR THE SERVICES. THE PARTIES AGREE THAT THIS PROVISION IS MATERIAL TO THE DECISION OF THE COMPANY TO ENTER INTO THIS AGREEMENT, THAT IT IS A REASONABLE MEASURE TO ALLOCATE AND INSURE AGAINST RISK, AND THAT IT DOES NOT VIOLATE PUBLIC POLICY.

SECTION 13: TERMINATION

13.1 This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the case of a force majeure event such as terrorism, act of war, public health or other emergency. Such termination shall not be effective if such substantial failure or force majeure has been remedied before expiration of the period specified in the written notice. In the event of termination, the Company shall be paid for services performed to the termination notice date plus reasonable out of pocket termination expenses incurred or paid by the Company in connection with such termination and the winding down of its operations.

13.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by this Agreement, the Company may complete such analyses and records as are necessary to complete its files and may also complete a report on the Services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct out of pocket costs incurred or paid by the Company in completing such analyses, records, and reports.



SECTION 14: SOLICITATION OF EMPLOYEES

14.1 Client agrees that during the term of the Agreement, and for a period of one (1) year after the last date on which the Company has provided Services, Client shall not, directly or indirectly, solicit or attempt to solicit for employment, or contract directly or indirectly with, any employee of the Company except as authorized in writing by the Company.

SECTION 15: ASSIGNS

15.1 Neither Client nor the Company may assign this Agreement or assign or delegate any of its rights or obligations without the prior written consent of the other party.

SECTION 16: SURVIVAL

If any of the provisions of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities will survive termination of this Agreement for the period of all applicable statutes of limitations to which they relate.

SECTION 17: MISCELLANEOUS

17.1 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

17.2 Failure by either party at any time to enforce any obligation by the other party, to claim a breach of any term of the Agreement or to exercise any power agreed to hereunder will not be construed as a waiver of any right, power or obligation under the Agreement, will not affect any subsequent breach, and will not prejudice either party as regards any subsequent action.

17.3 The headings in these General Terms and Conditions are for reference only and are not intended to form part of the Agreement between the Parties.

17.4 It is agreed that this Agreement is entered into by the parties for the sole benefit of the parties to the Agreement, and that nothing in the Agreement shall be construed to create a right or benefit for any third party.

17.5 To the extent that a statute of limitations for any cause of action against the Company arising from this Agreement can be modified contractually in accordance with law, and the relevant statute of limitations for any claim arising of or relating to this Agreement, or the Services provided by Company r, is greater than two (2) years, the relevant statute of limitations shall be two (2) years from the date Company last provided Services. The parties agree that this provision is material to the decision of Company to enter into this agreement, that it is a reasonable measure to allocate and insure against risk, and that it does not violate public policy. This section shall not be construed as an agreement to increase the statute of limitations for any causes of action that are otherwise barred by law.

17.6 All future services rendered by the Company at Client's request for the Project described in the Proposal (whether by Change Order, Addendum, or amendment to this Agreement) shall be conducted under the terms of this Agreement.

CLIENT APPROVAL

In the event the Client authorizes work without returning a signed copy of the Proposal, the Client agrees to be bound by the General Terms and Conditions as stated herein. The Proposal presented has been read, understood, and accepted by the Client effective as of the date that the executed Proposal is returned to the Company.





STAFF REPORT

TO: Public Safety Committee

VIA: Mark Watson, City Manager

DATE: September 2, 2026

FROM: Sarah McAllister, P.E., Director of Engineering

PREPARED BY: Will Auret, P.E., Land Development Engineering Manager

SUBJECT: Rejection of Bids for the City of Monroe Pavement Preservation Project

SUMMARY STATEMENT

The Public Safety Committee is requested to approve the rejection of all Bids received for the City of Monroe Pavement Preservation Project.

REVIEW

The City of Monroe Pavement Preservation contract was advertised on the City of Monroe's website as well as Duncan Parnell's website, (an online bid room), on July 13, 2026. Following a re-advertisement on August 13, 2026, two bids were received on August 21, 2026. Engineering staff failed to post the Notice to Bidders in the local newspaper which is not in accordance with the City of Monroe Purchasing Policies and Procedures Manual and NCGS 143-129(b). Legal and Purchasing staff advised Engineering staff that all bids be rejected and the project be advertised in accordance with the City of Monroe Purchasing Policy.

RECOMMENDATION

Staff recommends that the Public Safety Committee recommend that City Council reject the bids for the City of Monroe Pavement Preservation Project. Staff will readvertise the contract in accordance with state statutes and City of Monroe Policy for a period of 14 days.