

**AGENDA
REGULAR MEETING
CITY COUNCIL, CITY OF ASHEBORO
THURSDAY, JANUARY 8, 2026, 6:00 PM**

1. Call to Order.
2. Silent prayer and pledge of allegiance.
3. Public comment period.
- 4.. Airport Authority Member Bob Crumley will present the Airport Authority Subcommittee findings for Future Strategic Planning
5. Melody Varner, who is Tourism Marketing Coordinator with the Heart of North Carolina Visitors Bureau, will present the 2024 Annual Report.
6. Consent Agenda:
 - (a) Approval of the meeting minutes for the regular city council meeting on December 4, 2025.
 - (b) Acknowledgment of the receipt from the Planning and Zoning Director of Certification that the final decision document for land use file/case number SUP-25-04 has been served.
 - (c) Approval of the Community Development Division's request to schedule for the February 5, 2026, city council meeting and to advertise legislative hearings for the following applications:
 - i) Case No. RZ-26-01: Application to rezone property located at 312 West Ward Street (Randolph County Parcel Identification Number 7751744501) from B2 (CZ) General Commercial Conditional Zoning to OA6 Office-Apartment.
 - ii) Case No. RZ-26-02: Application to apply initial city zoning, I2 General Industrial, on property located at 4306, 4308, 4400, and 4402 US Hwy. 220 Business South (Randolph County Parcel Identification Number 7659304064).
 - (d) Acknowledgement of the receipt of the monthly report detailing major subdivisions administratively approved. (There have been none approved.)

- (e) Authorization to enter into a revised Utility Relocation Agreement with Duke Energy for the Trade/North Street infrastructure.
 - (f) Authorization to request the NC Department of Commerce grant a 12-month extension for Building Reuse Grant 2021-042-3201-2587.
 - (g) Authorization to request the NC Department of Commerce deobligate Building Reuse Grants 2023-022-3201-2587 and 2023-036-3201-2587.
 - (h) Approval of a resolution to update the City's bank accounts to reflect Mayor Trogon as an authorized signer.
 - (i) Approval of the extension to the duration of a temporary non-exclusive easement for a logging road that will benefit the owners of property adjoining a city-owned parcel of land accessed by Little Lakes Trail
 - (j) Approval of a Resolution Honoring Captain Christopher Moore upon his retirement from the Asheboro Fire and Rescue Department.
7. Downtown Manager Addie Corder will present information regarding the 2025-2030 Work Plan for Downtown.
8. Chief Fire Inspector Tony Fruitt will present for adoption Fire Prevention Bureau policies intended to standardize requirements for Fire Department Connections and Key Boxes.
9. City Engineer Michael Leonard, PE will present the following annexation petitions:
- (a) Consideration of a petition received from Ricky Eugene Spencer and Clarissa Spencer requesting the satellite annexation of parcels (PIN 7669462816 and PIN 7669461971) containing 2.083 acres located on Zoo Parkway between Old Cox Road and Parkway South Street.
 - i) Resolution directing the City Clerk to investigate the annexation petition.
 - ii) Resolution setting date of public hearing on question of annexation

- (b) Consideration of a petition received from Schwarz Properties, LLC requesting the satellite annexation of parcel (PIN 7659304064) containing 62.090 acres located at 4402 US Hwy 220 Business South.
 - i) Resolution directing the City Clerk to investigate the annexation petition.
 - ii) Resolution setting date of public hearing on question of annexation
- 10. Permanent Street Closure Request – Unopened Section of Mark Ave.
 - (a) City Engineer Michael Leonard, PE will provide an overview of the requested closure of a section of platted street right-of-way
 - (b) Public Hearing
 - (c) Council action on an ordinance to permanently close the unopened section of right-of-way for Mark Ave.
- 11. Water Resources Director, Michael Rhoney, PE will present agreements from firms to provide On-Call services for consideration.
- 12. Finance Officer Debbie Reaves requests action on an ordinance to amend the Water & Sewer Fund for professional administrative and consulting services for planning and funding applications relating to water and sewer fund activities.
- 13. Assistant City Manager Trevor Nuttall will present on the following items:
 - (a) Staff recommended changes to how the city manages Special Events, Parades, and Temporary Street Closures beginning in FY 26-27.
 - (b) Review of the proposed parking plan for Peachtree Street previously discussed at the November 6 regular meeting.
- 14. Grant Writer Nate Marsh will present a proposal from Metz Solutions for assistance with a FY2026 Better Utilizing Investments to Leverage Development (BUILD) Grant Program Application

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January 8, 2026

15. The City Attorney will discuss and request council action on a proposed lease agreement with New Cingular Wireless PCS, LLC allowing the continued placement of electronic communications equipment at the NC Highway 49 South elevated water tank site.
16. Mayor Trogdon will lead the discussion of upcoming events and items not on the agenda.
17. Adjournment.

REPORT OF ASHEBORO AIRPORT AUTHORITY STRATEGIC COMMITTEE

OCTOBER 21, 2025

The Strategic Committee was stood up to provide a recommendation to the full Authority and ultimately to the Asheboro City Council of selected capital improvement projects. It was requested that these be grouped in 2, 5, and 10-year tranches along with estimated costs. It was recognized that projecting costs out to ten years while helpful in the macro does not establish a clear ultimate cost for the project. We have sought pricing estimates from our engineering firm, but to this date have not received them. We will update the priorities once we obtain these estimates. Additionally, we do not rank order the projects within a given year because available federal and state funds change. And, we would rather be proactive to seek the funds when they become available in lieu of perhaps missing funding due to a prior priority ordering.

Committee members include from the Authority, the Committee Chair, Bob Crumley and Brad Lanier, from the City, Michael Leonard, from the County, William Johnson, from the EDC, Crystal Gettys and from RCC, Linda Brown. During our work, Linda moved to Oregon to care for her mother, but her work on our committee especially regarding the creation of the question outline used at the airport meetings was invaluable.

The Committee has achieved the following:

- Met bi-monthly since inception
- Had presentation by the staff at the NCDOT-Aviation department
- Visited five airports representing a cross section of size and traffic including:
 - Raleigh Executive (Sanford)
 - Laurinburg-Maxton Regional
 - Shelby-Cleveland County Regional
 - Hickory Regional
 - Statesville Regional
- Reviewed documents regarding airplane size and runway requirements
- Reviewed current airport maps, property owned by the city near or adjacent to the airport
- Examined current properties for suitability for development

- Discussed with the airport's engineering consulting firm the various projects and possible costs

From this work, derives the recommendations of our committee. While not explicitly included in our original charge, included among these recommendations for capital improvements are operational changes we believe should be considered and implemented to facilitate the airport growth we all seek. Additionally, during this process, the County has expressed a willingness to review toward possible participation in funding. This County/City partnership toward airport development was a common theme among the airports we visited.

RECOMMENDATIONS

2-YEAR PROCECTS

- **BUILD NEW TERMINAL BUILDING:** This project is underway with initial plans for the building and grant applications submitted to assist with funding. While not a formal recommendation, we believe that, if possible, the plans should be reviewed with a vision to maximize the future usable space (perhaps unfinished area). One message delivered from all the visited airports was "build the terminal bigger than you need now since it will be a 40–50-year building."
- **ADDITIONAL T-HANGARS:** Currently, the airport maintains a list of persons desiring small or T-hangar space. That list often runs from 30-50.
- **MOVE FUEL FARM, REPAINT AND RESTRIPE:** This project will provide additional apron space while providing a nicer and cleaner landing environment.

5-YEAR PROJECTS

- **STRENGTHEN THE RUNWAY:** As our area and airport develop, we anticipate larger private jets will begin using our airport. While these aircraft do not need longer or wider runways than we have, in some instances they need the

runway to be able to land and take-off heavier. An investigation of the runway may see this as simple as a 2-3" overlay or may be a more complex removal and rebuild project.

- **PAD-READY (DIRT WORK) MULTIPLE SITES INSIDE THE FENCE ON THE SOUTHERN END OF THE RUNWAY:** The environment for economic development is rapidly changing from raw land to a demand that the site, to be considered, must be final grade with utilities at the site. This project would provide the opportunity to "land" either larger aircraft based at the airport or possible aviation related manufacturing.
- **MORE T-HANGARS FOR RENTAL, OVERNIGHT AND/OR SHORT-TERM STORAGE:** As noted above, we are in strong need of additional T-hangars for single plane storage. While we need long term rentals, we also often have demand for overnight or short-term airplane storage. These next grouping of T-hangars could help meet the demand need.
- **PURCHASE TOW MOTOR OR OTHER EQUIPMENT TO ALLOW STAFF TO MOVE AIRPLANES**
- **HIRE A DESIGNATED AIRPORT DIRECTOR TO OPERATE THE AIRPORT INCLUDING THE "FBO":** From our visits, the best run airports have a full-time manager whose mission is to provide a "concierge" type of service. With the building of the new terminal building hopefully coming during the next two years, we recommend that the Authority and the City plan to take over management of the airport including the "FBO" at the time the new terminal is activated. The recent approval of a 5-year contract with the FBO management company (issued after the Authority's initial 3-year contract decision) may provide a challenge to this recommendation.

10-YEAR PROJECTS

- **DIRT WORK ON THE NORTH END OF THE TAXIWAY TO ALLOW NEW HANGAR DEVELOPMENT:** This area is "geography" challenged resulting in the need to cross a stream and significant fill to create taxiway level land upon which to build.

- **BUILD HANGARS ON NORTHERN END OF THE TAXIWAY AREA:** End result of the dirt work noted above.
- **BUY PARCEL OF LAND THAT BORDERS INTERSECTION OF TOT HILL AND AIRPORT ROAD:** This purchase would allow airport to control the entire acreage bordering Tot Hill and Pilots View Road
- **PAD-READY THE TOT HILL/PILOTS VIEW ROAD ACREAGE OUTSIDE THE FENCE:** This action will have the land ready for airport related development and could result in the “fence” area being increased or utilized as “outside the fence.”
- **BUILD A LARGER HANGAR FOR EMERGENCY RENTAL:** We are anticipating a hangar with a doorway of at least 75 feet wide and 25 feet high. That size would allow a plane of the types King Air 350 and/or Citation X.
- **DEVELOP SPEC-BUILDING ON THE NORTH TAXIWAY PROPERTY THAT BORDERS TOT HILL ROAD:** While the entirety of the north end property could not be developed cost effectively due to topography and a stream, there is sufficient land closer to Tot Hill Road that could be used, perhaps in conjunction with the RCEDC, to develop a spec building for rent or for sale.



Asheboro City Council

MEMORANDUM

To: Assistant City Manager, Trevor Nuttall

CC: David Caughron, Chairman of Randolph County Tourism Development Authority

From: Melody Varner, Tourism Marketing Coordinator of Randolph County Tourism Development Authority

Subject: Request for Agenda Item – TDA Annual Report for year-ending 2024

Date: 11/04/2025

Purpose:

The Randolph County Tourism Development Authority respectfully requests the opportunity to be included on the agenda for the January 8, 2026, meeting of the City of Asheboro Council. During this meeting, we would like to showcase key highlights from our Annual Report for 2024.

Our Tourism Marketing Coordinator, Melody Varner, will deliver a comprehensive presentation that will cover several important areas, including:

- **Economic Impact from Visitor Spending in 2024:** An analysis of how tourism has contributed to the local economy through visitor expenditures.
- **Overview of 2024 Occupancy Tax Revenues:** A detailed report on the occupancy tax revenues generated in the past year and what it signifies for our tourism industry.
- **2024 Destination Data:** Insights into visitor demographics, popular attractions, and trends that shaped our tourism landscape throughout the year.
- **I-73/74 Visitor Centers Statistics:** An overview of visitor traffic and engagement at our key visitor centers located along the I-73/74 corridors.
- **Marketing & Advertising Review:** A recap of our marketing strategies, outreach efforts, and the effectiveness of our advertising campaigns to promote Randolph County as a travel destination.

We appreciate your consideration of this presentation, as we believe that tourism continues to serve as a vital economic driver for Randolph County, fostering growth and opportunity year after year.

A handwritten signature in black ink that reads "Melody Varner". The signature is written in a cursive, flowing style. Below the signature is a horizontal line.

Melody Varner, Tourism Marketing Coordinator of Randolph County Tourism Development Authority

CERTIFICATE OF SERVICE

This Certificate of Service is provided to certify that the undersigned has this day served via first-class mail, in compliance with 160D-406, the attached Final Decision Document on the parties listed below by depositing a copy hereof in a postage-paid wrapper, addressed as follows, in a post office depository under the exclusive care and custody of the United States Postal Service:

HR Gallimore
231 S. Fayetteville St.
Asheboro, NC 27203

Hodge Grocery LLC
PO Box 180
Seagrove, NC 27341

900 New Century Drive LLC
PO Box 41
Mt Jackson, VA 22842

This the 31 day of December 2025.



Justin T. Luck, Planning & Zoning Director
City of Asheboro
Post Office Box 1106
Asheboro, North Carolina 27204-1106
Telephone: (336) 626-1201, Extension 2392
Email: jluck@ci.asheboro.nc.us

Case No. SUP-25-04
Final Decision Document
City Council of the City of Asheboro, North Carolina

**IN THE MATTER OF AN APPLICATION FOR A SPECIAL USE PERMIT
AUTHORIZING COMBUSTIBLE & FLAMMABLE LIQUID STORAGE,
ABOVE GROUND > 100,000 GALLONS AGGREGATE**

**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER GRANTING
THE REQUESTED SPECIAL USE PERMIT**

THIS SPECIAL USE PERMIT APPLICATION was brought before the City Council of the City of Asheboro (the “City Council”) for a quasi-judicial hearing that was conducted during a regular meeting on October 9, 2025. After receiving documentary evidence and sworn testimony presented during the quasi-judicial hearing, the City Council, on the basis of competent, material, and substantial evidence, hereby enters the following:

FINDINGS OF FACT

1. A commercial real estate broker at RE/MAX Central Realty in Asheboro, H.R. Gallimore, CCIM, applied on behalf of his client for a special use permit (“SUP”) to authorize a land use identified by the City of Asheboro Zoning Ordinance (the “AZO”), as Combustible & Flammable Liquid Storage, Above Ground > 100,000 Gallons Aggregate.

2. The application indicates that the requested authorization is for “distribution propane tanks.” The site plan shows three tanks that contain up to 34,140 gallons each, totaling 102,420 gallons. The number of gallons proposed for the contemplated land use requires the issuance of the requested SUP.

3. City of Asheboro Community Development Division personnel received, on August 12, 2025, the application paperwork prescribed by the AZO for the requested SUP.

4. The land for which the propane tanks are proposed (the “Zoning Lot”) is currently undeveloped and is located along New Century Drive. The Zoning Lot is a portion of a parcel of land (Randolph County Parcel Identification Number 7659283217) owned by Hodge Grocery, LLC. The Zoning Lot consists of approximately 1.492 acres out of a total original parcel of 2.9 acres, more or less. A minor subdivision plat showing the Zoning Lot has recently been filed, but a new parcel identification number has not been assigned as of the date of the quasi-judicial hearing for this SUP application.

5. The above-referenced SUP application form contains the signature of William Hodge, who is an authorized signatory for the current owner of the Zoning Lot.

6. The applicant seeking the SUP is Holtzman Corporation, and an authorized representative, Tim Rhodes, appeared on behalf of Holtzman Corporation. Mr. Rhodes and H.R. Gallimore were placed under oath and provided testimony about the use proposed for the Zoning Lot.

7. Community Development Director John Evans was also placed under oath and presented the following information from the written city staff report that was submitted and discussed during the hearing:

- (A) The distribution propane tanks proposed for the Zoning Lot comply with setback requirements and are located outside of a 30-foot City of Asheboro water and sanitary sewer line easement;
- (B) The adjoining properties are zoned industrial and, therefore, buffering is not required. Front yard landscaping along New Century Drive (one tree per 20 linear feet) and the retention of existing vegetation along I-73/74 in compliance with the I-73/74 Overlay District landscaping requirements have been proposed in order to comply with the AZO;
- (C) The site plan indicates that no employees will regularly be located on the site. Therefore, paved off-street parking is not required;
- (D) The area in which the Zoning Lot is located is characterized by industrial, professional services, and public (governmental, utility) uses;
- (E) The Zoning Lot is accessible to I-73/74 via New Century Drive and McDowell Road. No residentially zoned properties are located between the Zoning Lot and the interchange to I-73/74, which is designated as a freeway;
- (F) The Zoning Lot is located in an I2 General Industrial zoning district. The proposed land use is permitted in this zoning district;
- (G) The Growth Strategy Map indicates that the Zoning Lot is in a primary growth area, and the Proposed LDP Map designates the area as an employment center; and
- (H) The applicant has submitted a site plan for the proposed land use that is compliant with the AZO.

8. No evidence presented during the hearing on this matter challenged the compliance of the SUP request with the applicable provisions of the AZO.

9. Mr. H.R. Gallimore, CCIM has over 17 years of experience as a commercial realtor, and he provided sworn expert testimony during the hearing of this matter. In Mr. Gallimore's professional opinion, the proposed land use is in harmony with the surrounding properties and will not have a negative impact on the value of adjoining properties. No testimony was offered in opposition to this expert opinion.

10. No testimony of any kind was offered in opposition to the requested SUP.

11. AZO Section 2.03(B)(2)((b) provides, in pertinent part, the City Council must find that the following general standards have been met by an applicant for approval of a SUP to be granted.

- (i) *That the use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved.*
- (ii) *That the use meets all required conditions and specifications.*
- (iii) *That the use will not substantially injure the value of adjoining or abutting property, or that the use is a public necessity.*
- (iv) *That the location and character of the use if developed according to the plan as submitted and approved will be in harmony with the area in which it is to be located and in general conformity with the plan of development of Asheboro and its environs.*

Based on the foregoing findings of fact, the City Council hereby enters the following:

CONCLUSIONS OF LAW

1. When an applicant has produced competent, material, and substantial evidence tending to establish the existence of the facts and conditions required by the AZO for the issuance of a SUP, prima facie the applicant is entitled to the permit. A denial of the permit has to be based upon findings contra that are supported by competent, substantial, and material evidence appearing in the record.

2. In this case, the applicant has properly applied for an SUP authorizing the proposed land use. All aspects of the application are compliant with the AZO.

3. On the basis of the evidence presented during the hearing, the City Council has concluded that the proposed use meets the standards for issuing the requested SUP. More specifically, the proposed use will not materially endanger public health or safety; meets all required conditions and specifications of the AZO; will not substantially injure the value of adjoining or abutting property; and will be in harmony with the area in which it is to be located and is in general conformity with Asheboro's plan of development.

4. The applicant is entitled to the requested SUP.

Based on the above-recited findings of fact and conclusions of law, the City Council hereby enters the following:

ORDER

The requested SUP is hereby issued to the applicant to conduct on the Zoning Lot the land use identified as Combustible & Flammable Liquid Storage, Above Ground > 100,000 Gallons Aggregate. This SUP shall be valid so long as, and only so long as, the applicant and the applicant's heirs, successors, and assigns develop and conduct the approved land use in compliance with the provisions of the Asheboro Zoning Ordinance, the approved site plan, and the following supplementary conditions, which were agreed to by the applicant's authorized representative during the quasi-judicial hearing:

- (A) Land use activities that do not require a SUP are permitted to the full extent permitted by the AZO and shall not be deemed to be a modification requiring the issuance of a new SUP; and
- (B) Prior to the issuance of a zoning compliance permit, the following must be completed:
 - (i) The applicant shall obtain any required City of Asheboro driveway permits; and
 - (ii) The final decision document authorizing the requested SUP must be approved by the City Council.

**[The remainder of this page has been intentionally left blank.
The signature blocks and attestation are on the next page.]**

The foregoing final decision document was adopted by the Asheboro City Council in an open session during a regular meeting held on December 4, 2025.





David H. Smith, Mayor



Holly H. Doerr, CMC, NCCMC, City Clerk



Highway Relocation Program
Duke Energy Progress
4690 Simms Creek Road
Raleigh NC 27616
Highway.Relocation@Duke-Energy.com

January 5, 2026

City of Asheboro
Attn.: Donald Duncan
City Manager
146 N. Church Street
PO Box 1106
Asheboro, NC 27204

Company Project #:	Trade St. to North St Streetscape
County:	PFP963230
Location / State:	Randolph County NC
Proj. Requirements:	Asheboro, NC
Proj. Description:	Utility Relocation Agreement; Actual Cost Billing
	Relocate DE company facilities for CoA to provide clearance, improved power delivery and streetscapes improvements along Trade Street and North Street at the request of the City.

Attached are the copies of our detailed estimates in the amount of \$216,641.47 and the relocation design drawings covering our proposed relocation of Duke Energy's facilities in conflict with this project. This estimate is valid for 90 days and is based on the design as shown on the attached drawings. Estimates may be revised due to change in scope or if right of way is not obtained. The estimate will be updated if the authorization to proceed is received after the 90-day deadline. The estimate is made up of three work orders to accommodate the credits previously discussed.

If you find this estimate in order, please authorize us to proceed with this work and upon completion thereof, to bill the government customer per the project requirements located at the top of this letter. If you have any questions related to this agreement, plans, estimate, or final invoice please contact one of the following:

Kennith Greene, Lead Engineering at kennith.greene@duke-energy.com or 336-626-1130
Josiah Shackleton, Program Mgr. at josiah.shackleton@duke-energy.com or 919-917-5015
Kevin Norris, Director Asset Design at kevin.norris@duke-energy.com or 919-431-4751

Please sign below noting your concurrence for Duke Energy to undertake this Revitalization project and to reimburse Duke Energy for said actual cost to be billed through progress billing.

Mr. Donald Duncan, City Manager, City of Asheboro

It is understood by both parties that the City will provide all needed ROW, open and close the trench, provide, and install all needed underground conduit and replace the asphalt once Duke Energy has completed pulling in the underground wire. Necessary flagging assistance or road closure (per the MUTCD guidelines) will be provided by City personnel.

Please return the signed agreement to highway.relocation@duke-energy.com.

www.duke-energy.com



Highway Relocation Program
Duke Energy Progress
4690 Simms Creek Road
Raleigh NC 27616
Highway.Relocation@Duke-Energy.com

Sincerely,

Josiah Shackleton

Josiah Shackleton
Duke Energy Highway Relocation Program

Town of Asheboro - Trade and North St. Streetscape- Construction Estimate
Duke Energy Project- MXA963230

Estimate Development Date	August 26th, 2025
WO	58037892, 58037641, 58037852
Labor	\$ 85,210.47
Materials	\$ 64,757.94
Traffic Control	\$ -
Vegetation Clearing	\$ -
Silt Fence	\$ -
Seeding/Strawing	\$ -
Overhead Costs**	\$ 33,013.55
Sub-Total	\$ 182,981.96
Federal Municiple Tax (13.2%)	\$ 23,972.89
Contingency (10%)	\$ 18,298.20
Credit	\$ 8,611.58
Engineering Deposit (paid)	\$ -
Total Estimate***	\$ 216,641.47
*Estimate assumes: 1. No vegetation clearing or trimming is required for Duke Energy to install underground electric service and remove overhead electric service for the entirety of Duke Energy's project limits. 2. City of Asheboro (or their agent) will install silt fence prior to Duke Energy construction commencement, if required. 3. City of Asheboro (or their agent) will restore all ground cover/landscaping in the area Duke Energy disturbs upon completion of Duke Energy's construction operations. 4. Duke Energy will use normal mechanical digging methods and will not encounter any adverse conditions such as rock, old foundations, other utilities (abandoned or active), or other subterranean interference. 5. Duke Energy will place all subsurface components, including conduit for the underground electric facilities. 6. Duke Energy will be able to complete all construction work during normal hours of Monday - Friday, 8 AM - 5 PM, excluding holidays. 7. The estimate excludes lighting design and construction.	
**Overhead costs include estimated costs for planning the project, equipment necessary for the construction of the project, and indirect costs applied to all Duke Energy Capital Projects in accordance with yearly accounting procedures reviewed & approved by the NC Utilities Commission.	
***Estimates are valid for 90 days from the Estimate Development Date	

CU Estimate Project Estimation By Compatible Unit

Workorder: 58037641

Work Order Desc: Relocate Order ; Relocate ; Non Residential ; ; Overhead ; ASHEBORO CITY OF_Install WO

Estimate: 14629194

Designer: Murray, Zebadiah

I/R/T	QTY	CU	CU DESCRIPTION	MATERIAL COST	LABOR INSTALL	LABOR REMOVE	LABOR TRANSFER	SERVICE COST	SALVAGE VALUE
I	2	ANCH-PISA-LG-P	Anchor Power Installed Screw Anchor 14in diameter 8000FT-LB Max Ins	\$274.36	\$272.96	\$0.00	\$0.00	\$0.00	\$0.00
I	2	ANCH-PISA-MD-P	Anchor Power Installed Screw Anchor 8in 10000FT-LB Max Install Torqu	\$136.62	\$272.96	\$0.00	\$0.00	\$0.00	\$0.00
I	5	ARM-SDE-10-FBG-NB-P	(UOP) 10ft Fiberglass Deadend Crossarm	\$1,741.85	\$513.05	\$0.00	\$0.00	\$0.00	\$0.00
I	1	ARM-SGL-10-WD-WB-P	(UOP) 10ft Single Wood Crossarm	\$167.53	\$101.61	\$0.00	\$0.00	\$0.00	\$0.00
I	1	ARM-SGL-8-WD-WB-P	(UOP) 8ft Single Wood Crossarm	\$116.45	\$101.61	\$0.00	\$0.00	\$0.00	\$0.00
I	16	ARR-ELBOW-18KV-P	(UOP) Elbow Arrester for 23kV circuits	\$2,561.12	\$672.32	\$0.00	\$0.00	\$0.00	\$0.00
I	3	ARR-RISER-18KV-BKT-P	(UOP) Primary Riser Arrester for use on 23kV Circuits. Mounted to Equip	\$234.31	\$291.89	\$0.00	\$0.00	\$0.00	\$0.00
I	3	BKT-EM-ARM-1P-STL-MD-P	Bracket Equipment Mount Arm Single Phase Steel for use with 8ft or 10ft	\$34.62	\$146.43	\$0.00	\$0.00	\$0.00	\$0.00
I	6	BKT-EM-ARM-1P-STL-SM-P	Bracket Equipment Mount Arm Single Phase Steel for use with all wood ;	\$58.82	\$294.88	\$0.00	\$0.00	\$0.00	\$0.00
I	3	BKT-INSL-POST-PTOP-STL-P	Bracket insulator post pole top steel	\$97.14	\$143.46	\$0.00	\$0.00	\$0.00	\$0.00
I	2	CAB-JUNC-PRI-LG-3P-FG-P	CABINET	\$4,763.14	\$541.36	\$0.00	\$0.00	\$0.00	\$0.00
I	1	CABLE-GRIP-SGL-SM-P	Cable Grip single eye 1-1 1/4in cable diameter	\$23.86	\$1.62	\$0.00	\$0.00	\$0.00	\$0.00
I	1202	CABLE-PRI-1/0-AL-TRXLPE-LC-25KV-P	(UOP) 25kV 1P 1/0 Aluminum Primary Cable with LC Shield and TRXLP	\$4,131.40	\$19.18	\$0.00	\$0.00	\$0.00	\$0.00
I	65	CABLE-SEC-2/0-AL-TX-P	(UOP) 600V Secondary Cable: 2/0 Aluminum Triplex with XLPE Insulati	\$98.47	\$1.37	\$0.00	\$0.00	\$0.00	\$0.00
I	555	CABLE-SEC-500-AL-QX-P	(UOP) 600V Secondary Cable: 500 Aluminum Quadruplex with XLPE In	\$4,623.15	\$6.85	\$0.00	\$0.00	\$0.00	\$0.00
I	1385	CABLE-SVC-2/0-AL-TX-P	(UOP) 600V Service Cable: 2/0 Aluminum Triplex with XLPE Insulation.	\$2,098.14	\$2.74	\$0.00	\$0.00	\$0.00	\$0.00
I	50	CABLE-SVC-350-AL-QX-P	(UOP) 600V Service Cable: 350 Aluminum Quadruplex with XLPE Insuli	\$214.90	\$1.37	\$0.00	\$0.00	\$0.00	\$0.00
I	360	CABLE-SVC-4/0-AL-QX-P	(UOP) 600V Service Cable: 4/0 Aluminum Quadruplex with XLPE Insula	\$1,166.40	\$2.74	\$0.00	\$0.00	\$0.00	\$0.00
I	340	CABLE-TAIL-EQ-1/0-AL-25KV-P	(UOP) UG Equipment Tail 25kV 1P 1/0 Aluminum Primary Cable with LC	\$1,168.58	\$46.58	\$0.00	\$0.00	\$0.00	\$0.00
I	270	CABLE-TAIL-RISER-1/0-AL-25KV-P	(UOP) Primary Riser Tail 25kV 1P 1/0 Aluminum Primary Cable with LC ;	\$928.02	\$2.74	\$0.00	\$0.00	\$0.00	\$0.00
I	23	CLAMP-PRI-DE-6-4/0-P	Primary Dead End Clamp 4/0AL-6CU	\$422.05	\$8.45	\$0.00	\$0.00	\$0.00	\$0.00
I	2	COND-END-4IN-PVC-P	Conduit End 4in PVC	\$8.44	\$3.23	\$0.00	\$0.00	\$0.00	\$0.00
I	1	COND-STICK-4IN-PVC-SCH40-P	(UOP) 4in x 10ft long Rigid Heavy Wall Schedule 40 PVC Conduit. Estir	\$2.70	\$1.37	\$0.00	\$0.00	\$0.00	\$0.00
I	9	CONN-OH-HLC-2/0CU-8CUSOL-P	Connector OH Hot Line Clamp 2/0CU-8CUSOL Line to 2/0CU-8CUSOL	\$111.26	\$8.45	\$0.00	\$0.00	\$0.00	\$0.00
I	9	CONN-OH-STRP-COMP-1/0AL-P	Connector OH Stirrup Compression 1/0AL Line	\$85.25	\$8.45	\$0.00	\$0.00	\$0.00	\$0.00
I	6	CONN-UG-CAB-1P-25KV-200A-4POS-P	Connector UG Cabinet single phase 25kv 200A 4 Point Loadbreak for Jt	\$2,104.76	\$2.74	\$0.00	\$0.00	\$0.00	\$0.00
I	15	CONN-UG-HH-SUB-500-6POS-P	Connector UG hand hole submersible 500-10 line to 6 position single se	\$506.15	\$492.90	\$0.00	\$0.00	\$0.00	\$0.00
I	1	CONN-UG-SPL-600V-2/0AL-TX-P	Connector UG splice 600V 2/0AL triplex	\$2.17	\$48.48	\$0.00	\$0.00	\$0.00	\$0.00
I	2	CONN-UG-SPL-600V-2/0AL-TX-SVC-P	Connector UG splice 600V 2/0AL triplex for services	\$0.00	\$96.96	\$0.00	\$0.00	\$0.00	\$0.00
I	1	CONN-UG-SPL-600V-4/0AL-TX-SVC-P	Connector UG splice 600V 4/0AL triplex for services	\$0.00	\$48.48	\$0.00	\$0.00	\$0.00	\$0.00
I	12	CONN-UG-TF-1P-ZBAR-8POS-LG-500-P	Connector UG transformer single phase Z bar eight position from 100-25	\$399.96	\$5.48	\$0.00	\$0.00	\$0.00	\$0.00
I	34	ELBOW-1/0-AL-200A-25KV-LB-P	Elbow 1/0 AL 200A 25KV Load Break	\$2,523.48	\$3,131.74	\$0.00	\$0.00	\$0.00	\$0.00
I	24	ELBOW-COV-INSL-200A-25KV-P	Elbow Cover insulated 200A 25KV	\$1,076.64	\$27.40	\$0.00	\$0.00	\$0.00	\$0.00

CU Estimate Project Estimation By Compatible Unit

I	8	ELBOW-INS-AL-200A-25KV-LB-P	Elbow Insert AL 200A 25KV Load Break	\$382.68	\$187.44	\$0.00	\$0.00	\$0.00	\$0.00
I	4	FCI-UG-1P-MD-CURR-LED-P	(UOP) Self Adjusting Single UG Cable Fault Current LED Indicator for 1/	\$884.68	\$151.92	\$0.00	\$0.00	\$0.00	\$0.00
I	5	FUSE-CUTOUT-100-27KV-POLY-LINE-P	(UOP) LINE PROTECTION ONLY: 27kV 100A Non-Loadbreak Fuse Cut	\$695.40	\$597.70	\$0.00	\$0.00	\$0.00	\$0.00
I	3	FUSE-LINK-30-K-P	Fuse Link 30 K	\$8.67	\$5.97	\$0.00	\$0.00	\$0.00	\$0.00
I	3	FUSE-LINK-40-K-P	Fuse Link 40 K	\$6.33	\$5.97	\$0.00	\$0.00	\$0.00	\$0.00
I	1	GND-EQUIP-2-BOND-P	Ground Equipment #2 soft drawn copper bonding (5ft length)	\$5.67	\$1.69	\$0.00	\$0.00	\$0.00	\$0.00
I	6	GND-EQUIP-4-RING-1P-P	Ground Equipment #4 soft drawn copper ring single phase	\$73.80	\$319.98	\$0.00	\$0.00	\$0.00	\$0.00
I	2	GND-POLE-6-P	Ground Pole #6 soft drawn copper	\$51.26	\$117.56	\$0.00	\$0.00	\$0.00	\$0.00
I	6	GND-ROD-ADD-VRT-OH-P	Ground Rod Additional vertical stacking Overhead	\$103.28	\$243.08	\$0.00	\$0.00	\$0.00	\$0.00
I	14	GND-ROD-ADD-VRT-UG-P	Ground Rod Additional vertical stacking Underground	\$241.00	\$636.70	\$0.00	\$0.00	\$0.00	\$0.00
I	2	GND-ROD-OH-P	Ground Rod Overhead (first rod with clamp)	\$29.94	\$85.68	\$0.00	\$0.00	\$0.00	\$0.00
I	6	GND-ROD-UG-P	Ground Rod Underground (first rod with clamp)	\$89.82	\$290.88	\$0.00	\$0.00	\$0.00	\$0.00
I	6	GUY-DOWN-3/8IN-GALV-SGL-P	Guy Down Guy 3/8 in diameter Galvanized Single	\$233.70	\$729.22	\$0.00	\$0.00	\$0.00	\$0.00
I	8	GUY-HOOK-P	Guy Hook for use on Wood Poles	\$135.81	\$8.45	\$0.00	\$0.00	\$0.00	\$0.00
I	3	GUY-INSL-10FT-FG-P	Guy Insulator 10ft Fiberglass	\$90.50	\$180.31	\$0.00	\$0.00	\$0.00	\$0.00
I	4	HDWR-EYEBOLT-SM-10IN-GALV-P	Hardware Eye Bolt 5/8in diameter 10in long Galvanized Steel	\$17.56	\$7.96	\$0.00	\$0.00	\$0.00	\$0.00
I	2	HDWR-EYEBOLT-SM-12IN-GALV-P	Hardware Eye Bolt 5/8in diameter 12in long Galvanized Steel	\$10.24	\$3.98	\$0.00	\$0.00	\$0.00	\$0.00
I	4	HDWR-EYENUT-SM-GALV-P	Hardware Eye Nut 5/8in diameter Galvanized Steel	\$9.97	\$5.97	\$0.00	\$0.00	\$0.00	\$0.00
I	1	HDWR-LWASH-SM-GALV-P	Hardware Lock Washer 5/8in diameter Galvanized Steel	\$0.27	\$1.99	\$0.00	\$0.00	\$0.00	\$0.00
I	1	HDWR-SP-SM-12IN-GALV-P	Hardware Spool Bolt 5/8in diameter 12in long Galvanized Steel	\$10.39	\$33.87	\$0.00	\$0.00	\$0.00	\$0.00
I	1	HDWR-SWASH-SM-GALV-CURVE-P	Hardware Square Washer 5/8in diameter Galvanized Steel curved	\$1.50	\$1.99	\$0.00	\$0.00	\$0.00	\$0.00
I	3	INSL-CLIP-SHUNT-P	Insulator Clip Shunt	\$17.80	\$1.69	\$0.00	\$0.00	\$0.00	\$0.00
I	19	INSL-DE/S-35KV-POLY-P	Insulator Dead End/Suspension 35kV Polymer	\$384.25	\$2,233.47	\$0.00	\$0.00	\$0.00	\$0.00
I	11	INSL-POST-25KV-PORC-TT-P	Insulator Post 25kV Porcelain Tie Top	\$222.42	\$551.91	\$0.00	\$0.00	\$0.00	\$0.00
I	3	INSL-POST-35KV-PORC-TT-P	Insulator Post 35kV Porcelain Tie Top	\$86.04	\$150.43	\$0.00	\$0.00	\$0.00	\$0.00
I	1	INSL-SP-SEC-PORC-P	Insulator Spool Secondary/Neutral Porcelain	\$1.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
I	11	INSL-STUD-STL-7IN-THD-P	Insulator Stud Steel 5/8in by 7in Long Threaded	\$56.43	\$10.14	\$0.00	\$0.00	\$0.00	\$0.00
I	9	LEAD-EQ-2-CU-COVER-P	Lead Equipment 2 Copper Covered	\$134.19	\$11.83	\$0.00	\$0.00	\$0.00	\$0.00
I	6	LEAD-EQ-6-CU-COVER-P	Lead Equipment 6 Copper Covered	\$38.90	\$3.38	\$0.00	\$0.00	\$0.00	\$0.00
I	4	MISC-PADLOCK-P	Padlock for Underground Equipment	\$58.36	\$5.48	\$0.00	\$0.00	\$0.00	\$0.00
I	4	MISC-SIGN-1P-TF-UG-BANK-P	Sign Single Phase Padmount Transformer banked together	\$132.88	\$6.48	\$0.00	\$0.00	\$0.00	\$0.00
I	33756.62	OADD-1DOLLAR-P	DEP Adder Misc - Adder \$1 dollar of cost	\$0.00	\$1.69	\$0.00	\$0.00	\$33,756.62	\$0.00
I	5	OADD-POLE-GUARD-P	DEP Adder-OH - OH Adder Pole guard (per section)	\$0.00	\$35.86	\$0.00	\$0.00	\$0.00	\$0.00
I	2	OLAB-GUY-REPULL-P	OH Labor Guy repull (per guy)	\$0.00	\$128.51	\$0.00	\$0.00	\$0.00	\$0.00
I	7	OLAB-SEC-ATTACH-DE-P	OH Labor Secondary Wire attach dead end	\$0.00	\$418.39	\$0.00	\$0.00	\$0.00	\$0.00
I	1	OLAB-SEC/NEU-HDWR-P	OH Labor for Secondary or Neutral Insulator hardware or Anti Split out b	\$0.00	\$33.87	\$0.00	\$0.00	\$0.00	\$0.00
I	12	OLAB-WIRE-LAYOUT-SM-P	OH Labor Temporary Wire layout while reconductoring existing primary/i	\$0.00	\$1,249.23	\$0.00	\$0.00	\$0.00	\$0.00
I	5	PED-HH-XL-FGC-P	Pedestal Hand Hole 30in wide x 48in long Fibercrete	\$5,774.10	\$614.10	\$0.00	\$0.00	\$0.00	\$0.00
I	1	POLE-EXISTING-P	DEP GIS Correction or Update Pole existing or foreign owned	\$0.00	\$1.99	\$0.00	\$0.00	\$0.00	\$0.00
I	3	POLE-WD-50-C3-P	(UOP) 50ft long Class 3 Wood Pole with CCA Finish	\$1,359.93	\$2,199.60	\$0.00	\$0.00	\$0.00	\$0.00
I	1	RISER-4IN-COND-4PC-P	Riser 4in Conduit 4-10ft sections	\$166.43	\$117.97	\$0.00	\$0.00	\$0.00	\$0.00

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I	4	STRUCT-PAD-TF-CTE-MD-1P-P	(UOP) 44in Wide x 57in Long x 4in Tall Pre-Cast Concrete Pad for 1PH	\$511.80	\$546.20	\$0.00	\$0.00	\$0.00	\$0.00
I	3	TERM-1/0-AL-25KV-P	Termination Kit 1/0 AL 25kV	\$546.93	\$353.10	\$0.00	\$0.00	\$0.00	\$0.00
I	2	TF-UG-100-23KV-240/120V-1P-P	(UOP) Pad Mount 100kVA Single Phase Dead Front Loop Transformer f	\$8,301.58	\$512.28	\$0.00	\$0.00	\$0.00	\$0.00
I	2	TF-UG-167-23KV-240/120V-1P-P	(UOP) Pad Mount 167kVA Single Phase Dead Front Loop Transformer f	\$11,502.70	\$512.28	\$0.00	\$0.00	\$0.00	\$0.00
I	6	TIE-COMP-2-COV-FNECK-P	Tie Composite #2	\$104.38	\$5.07	\$0.00	\$0.00	\$0.00	\$0.00
I	5	TIE-HAND-4-AL-P	Tie Hand 4 AL	\$7.05	\$3.38	\$0.00	\$0.00	\$0.00	\$0.00
I	1	TIE-SPOOL-2-AL-P	Tie Spool 2 AL	\$2.58	\$1.69	\$0.00	\$0.00	\$0.00	\$0.00
I	3	TIE-TOP-2-AL-FNECK-P	Tie Top 2 AL F Neck	\$9.31	\$1.69	\$0.00	\$0.00	\$0.00	\$0.00
I	1202	ULAB-CABLE-CUST-COND-1IN-2IN-P	UG Labor for Placing 1-2in Diameter Cable in Customer Conduit. Estima	\$0.00	\$2,081.39	\$0.00	\$0.00	\$0.00	\$0.00
I	555	ULAB-CABLE-CUST-COND-GT2IN-P	UG Labor for Placing 2in or Larger Diameter Cable in Customer Conduit	\$0.00	\$1,266.13	\$0.00	\$0.00	\$0.00	\$0.00
I	5	ULAB-CONN-SEC-EQUIP-P	UG Labor Connections for secondary at UG equipment (per multiplex)	\$0.00	\$157.55	\$0.00	\$0.00	\$0.00	\$0.00
I	1	ULAB-SPL-PIT-PRI-P	UG Labor Splice pit primary (per pit)	\$0.00	\$189.88	\$0.00	\$0.00	\$0.00	\$0.00
I	1144	WIRE-PRI-1/0-AAAC-P	(UOP) 1/0 AAAC Bare Overhead Wire with 7 Strands	\$374.24	\$1,821.04	\$0.00	\$0.00	\$0.00	\$0.00
R	1 [0]	ANCH-PISA-MD-P	Anchor Power Installed Screw Anchor 8in 10000FT-LB Max Install Torqu	\$0.00	\$0.00	\$79.70	\$0.00	\$0.00	\$0.00
R	2 [0]	ARM-SGL-60-STL-NB-P	(UOP) REM ONLY---USE CU: ARM-SGL-8-FBG-NB-P FOR INSTALLS.	\$0.00	\$0.00	\$113.56	\$0.00	\$0.00	\$0.00
R	1 [0]	BKT-INSL-PIN-POLE-FG-P	REM ONLY---USE CU: BKT-INSL-PIN-POLE-FG-SM-P FOR INSTALLS.	\$0.00	\$0.00	\$30.88	\$0.00	\$0.00	\$0.00
R	105 [0]	CABLE-TAIL-RISER-1/0-AL-25KV-P	(UOP) Primary Riser Tail 25kV 1P 1/0 Aluminum Primary Cable with LC	\$0.00	\$0.00	\$1.37	\$0.00	\$0.00	\$0.00
R	4 [0]	CLAMP-PRI-DE-6-4/0-P	Primary Dead End Clamp 4/0AL-6CU [\$68.02]	\$0.00	\$0.00	\$1.69	\$0.00	\$0.00	\$0.00
R	6 [0]	CONN-OH-HLC-2/0CU-8CUSOL-P	Connector OH Hot Line Clamp 2/0CU-8CUSOL Line to 2/0CU-8CUSOL	\$0.00	\$0.00	\$3.38	\$0.00	\$0.00	\$0.00
R	3 [0]	CONN-OH-STRP-BLT-4/0AL-P	Connector OH Stirrup Bolted 4/0AL-4AL Line [\$68.02]	\$0.00	\$0.00	\$1.69	\$0.00	\$0.00	\$0.00
R	3 [0]	CONN-OH-STRP-COMP-1/0AL-P	Connector OH Stirrup Compression 1/0AL Line [\$68.02]	\$0.00	\$0.00	\$1.69	\$0.00	\$0.00	\$0.00
R	3 [0]	FUSE-CUTOUT-100-27KV-PORC-P	(UOP) REM ONLY---USE CU: FUSE-CUTOUT-100-27KV-POLY-LINE-P	\$0.00	\$0.00	\$212.19	\$0.00	\$0.00	\$0.00
R	3 [0]	FUSE-LINK-40-K-P	Fuse Link 40 K [\$68.02]	\$0.00	\$0.00	\$5.97	\$0.00	\$0.00	\$0.00
R	1 [0]	GUY-DOWN-3/8IN-GALV-SGL-P	Guy Down Guy 3/8 in diameter Galvanized Single [\$68.02]	\$0.00	\$0.00	\$64.75	\$0.00	\$0.00	\$0.00
R	3 [0]	GUY-HOOK-P	Guy Hook for use on Wood Poles [\$68.02]	\$0.00	\$0.00	\$3.38	\$0.00	\$0.00	\$0.00
R	4 [0]	INSL-DE/S-35KV-POLY-P	Insulator Dead End/Suspension 35kV Polymer [\$68.02]	\$0.00	\$0.00	\$307.83	\$0.00	\$0.00	\$0.00
R	1 [0]	INSL-PIN-23KV-PORC-P	REM ONLY---USE CU: INSL-PIN-35KV-POLY-P FOR INSTALLS. Insula	\$0.00	\$0.00	\$30.88	\$0.00	\$0.00	\$0.00
R	4 [0]	INSL-POST-25KV-PORC-TT-P	Insulator Post 25kV Porcelain Tie Top [\$68.02]	\$0.00	\$0.00	\$123.52	\$0.00	\$0.00	\$0.00
R	4 [0]	INSL-STUD-STL-7IN-THD-P	Insulator Stud Steel 5/8in by 7in Long Threaded [\$68.02]	\$0.00	\$0.00	\$3.38	\$0.00	\$0.00	\$0.00
R	6 [0]	LEAD-EQ-2-CU-COVER-P	Lead Equipment 2 Copper Covered [\$68.02]	\$0.00	\$0.00	\$6.76	\$0.00	\$0.00	\$0.00
R	3 [0]	LEAD-EQ-6-CU-COVER-P	Lead Equipment 6 Copper Covered [\$68.02]	\$0.00	\$0.00	\$1.69	\$0.00	\$0.00	\$0.00
R	1 [0]	LPOLE-DB-STL-32FT-GALV-HD-REM-PUE	REM ONLY: Light Pole Direct Buried Steel 32ft long Galvanized Finish	\$0.00	\$0.00	\$217.92	\$0.00	\$0.00	\$0.00
R	7 [0]	POLE-BAND-STRAP-4IN-P	Pole Band strap style for banding 4in conduit to non-wood pole [\$68.02]	\$0.00	\$0.00	\$132.51	\$0.00	\$0.00	\$0.00
R	7 [0]	POLE-BAND-STRAP-BUCKLE-SM-STL-P	BUCKLE AND BOLT ASSMEBLY, FOR 3/4"***** BAND, STEEL I	\$0.00	\$0.00	\$1.69	\$0.00	\$0.00	\$0.00
R	1 [0]	POLE-BAND-STRAP-SM-STL-P	Pole Band strap style 3/4in wide strap steel [\$68.02]	\$0.00	\$0.00	\$1.69	\$0.00	\$0.00	\$0.00
R	3 [0]	TIE-DE GRIP-1/0-AL-P	Tie Dead End Grip 1/0 AL [\$68.02]	\$0.00	\$0.00	\$119.24	\$0.00	\$0.00	\$0.00
R	2 [0]	TIE-HAND-4-AL-P	Tie Hand 4 AL [\$68.02]	\$0.00	\$0.00	\$1.69	\$0.00	\$0.00	\$0.00
T	3	ARR-RISER-18KV-P	(UOP) Primary Riser Arrester for use on 23kV Circuits. Mounted to Botto	\$0.00	\$0.00	\$0.00	\$231.12	\$0.00	\$0.00
T	1	BKT-EM-POLE-3P-FG-LG-P	Bracket equipment mount pole three position fiberglass 24in x 48 in	\$0.00	\$0.00	\$0.00	\$97.63	\$0.00	\$0.00
T	2	COND-STICK-4IN-PVC-SCH40-P	(UOP) 4in x 10ft long Rigid Heavy Wall Schedule 40 PVC Conduit. Estim	\$0.00	\$0.00	\$0.00	\$1.37	\$0.00	\$0.00
T	13	OLAB-TRF-WIRE-SM-DE-P	DEP Adder Conductor - OH Labor Transferring overhead wire up to 2/0 c	\$0.00	\$0.00	\$0.00	\$774.05	\$0.00	\$0.00

CU Estimate
Project Estimation By Compatible Unit

Totals:	\$64,757.94	\$26,167.86	\$1,469.05	\$1,104.17	\$33,756.62	\$0.00
Overhead Costs:					\$8,101.59	
	\$12,563.04	\$6,280.29	\$352.57	\$265.00		
Total Materials:						
	\$77,320.98					
Total Labor:						
		\$32,448.15	\$1,821.62	\$1,369.17		
Total Install Cost:						
	\$109,769.13					
Total Removal Cost:						
	\$1,821.62					
Total Transfer Cost:						
	\$1,369.17					
Total Salvage Value:						\$0.00
Total Federal Tax Gross Up:	\$20,255.26		Total Install Man Hours:	293.33		
			Total Remove Man Hours:	15.56		
			Total Transfer Man Hours:	11.09		
Total Project Cost:	\$175,073.39					

Show Report Criteria

CU Estimate Project Estimation By Compatible Unit

Workorder: 58037892

Work Order Desc: Relocate Order ; Relocate ; Non Residential ; ; Overhead ; ASHEBORO CITY

Estimate: 14629199

Designer: Murray, Zebadiah

I/R/T	QTY	CU	CU DESCRIPTION	MATERIAL COST	LABOR INSTALL	LABOR REMOVE	LABOR TRANSFER	SERVICE COST	SALVAGE VALUE
I	1	ARM-SDE-10-FBG-NB-I(UOP)	10ft Fiberglass Deadend Cross:	\$349.65	\$102.61	\$0.00	\$0.00	\$0.00	\$0.00
I	12	CLAMP-DE-SM-P	REPLACED WITH NEW CUs: CLAMP	\$217.20	\$3.38	\$0.00	\$0.00	\$0.00	\$0.00
I	3	CLAMP-DE-WDG-MD-F	Clamp dead end wedge 1/0AL-2/0AL	\$4.74	\$179.31	\$0.00	\$0.00	\$0.00	\$0.00
I	3	GUY-HOOK-P	Guy Hook for use on Wood Poles	\$50.54	\$3.38	\$0.00	\$0.00	\$0.00	\$0.00
I	1	HDWR-EYEBOLT-SM-1	Hardware Eye Bolt 5/8in diameter 10in	\$4.27	\$1.99	\$0.00	\$0.00	\$0.00	\$0.00
I	11	HDWR-EYEBOLT-SM-1	Hardware Eye Bolt 5/8in diameter 16in	\$124.51	\$5.97	\$0.00	\$0.00	\$0.00	\$0.00
I	2	HDWR-EYENUT-SM-G	Hardware Eye Nut 5/8in diameter Galv	\$4.70	\$3.98	\$0.00	\$0.00	\$0.00	\$0.00
I	1	HDWR-LWASH-SM-GA	Hardware Lock Washer 5/8in diameter	\$0.27	\$1.99	\$0.00	\$0.00	\$0.00	\$0.00
I	1	HDWR-SWASH-SM-GA	Hardware Square Washer 5/8in diame	\$1.40	\$1.99	\$0.00	\$0.00	\$0.00	\$0.00
I	3	INSL-CLIP-SHUNT-P	Insulator Clip Shunt	\$16.26	\$1.69	\$0.00	\$0.00	\$0.00	\$0.00
I	9	INSL-DE/S-35KV-POLY	Insulator Dead End/Suspension 35kV I	\$181.86	\$1,057.96	\$0.00	\$0.00	\$0.00	\$0.00
I	1	INSL-POST-25KV-POR	Insulator Post 25kV Porcelain Tie Top	\$21.18	\$49.81	\$0.00	\$0.00	\$0.00	\$0.00
I	1	INSL-STUD-STL-7IN-T	Insulator Stud Steel 5/8in by 7in Long	\$5.03	\$1.69	\$0.00	\$0.00	\$0.00	\$0.00
I	2	JU-ATTACH-CABLE-P	Joint Use attaching cable	\$0.00	\$3.38	\$0.00	\$0.00	\$0.00	\$0.00
I	3	OLAB-GUY-REPULL-P	OH Labor Guy repull (per guy)	\$0.00	\$192.27	\$0.00	\$0.00	\$0.00	\$0.00
I	1	POLE-EXISTING-P	DEP GIS Correction or Update Pole ex	\$0.00	\$1.99	\$0.00	\$0.00	\$0.00	\$0.00
I	2	POLE-WD-30-C6-P	(UOP) 30ft long Class 6 Wood Pole wil	\$239.38	\$1,036.04	\$0.00	\$0.00	\$0.00	\$0.00
I	1	POLE-WD-35-C5-P	(UOP) 35ft long Class 5 Wood Pole wil	\$187.40	\$518.02	\$0.00	\$0.00	\$0.00	\$0.00
I	1	TIE-COMP-2-COV-FNE	Tie Composite #2	\$17.43	\$1.69	\$0.00	\$0.00	\$0.00	\$0.00
I	35	WIRE-SVC-1/0-AL-TX-F(UOP)	600V Service Triplex Wire: (2) 1	\$41.94	\$382.54	\$0.00	\$0.00	\$0.00	\$0.00
R	1 [0]	ARM-SGL-60-STL-NB-F(UOP)	REM ONLY---USE CU: ARM-S	\$0.00	\$0.00	\$56.78	\$0.00	\$0.00	\$0.00
R	1 [0]	BKT-INSL-PIN-POLE-F	REM ONLY---USE CU: BKT-INSL-PIN	\$0.00	\$0.00	\$30.88	\$0.00	\$0.00	\$0.00
R	3 [0]	CONN-OH-HLC-2/0CU-	Connector OH Hot Line Clamp 2/0CU-	\$0.00	\$0.00	\$1.69	\$0.00	\$0.00	\$0.00
R	3 [0]	CONN-OH-STRP-BLT-4	Connector OH Stirrup Bolted 4/0AL-4A	\$0.00	\$0.00	\$1.69	\$0.00	\$0.00	\$0.00

CU Estimate Project Estimation By Compatible Unit

R	2 [0]	INSL-POST-25KV-POR Insulator Post 25kv Porcelain Tie Top	\$0.00	\$0.00	\$61.76	\$0.00	\$0.00	\$0.00
R	2 [0]	INSL-STUD-STL-7IN-TF Insulator Stud Steel 5/8in by 7in Long	\$0.00	\$0.00	\$1.69	\$0.00	\$0.00	\$0.00
R	3 [0]	LEAD-EQ-2-CU-COVEF Lead Equipment 2 Copper Covered [5'	\$0.00	\$0.00	\$1.69	\$0.00	\$0.00	\$0.00
R	1 [0]	POLE-WD-35-C7-P (UOP) 35ft long Class 7 Wood Pole w/	\$0.00	\$0.00	\$215.18	\$0.00	\$0.00	\$0.00
R	3 [0]	TIE-DE GRIP-1/0-AL-P Tie Dead End Grip 1/0 AL [\$12.33]	\$0.00	\$0.00	\$119.24	\$0.00	\$0.00	\$0.00
R	30 [0]	WIRE-SVC-1/0-AL-TX-F (UOP) 600V Service Triplex Wire: (2) 1	\$0.00	\$0.00	\$101.61	\$0.00	\$0.00	\$0.00
T	1	JU-TRF-CABLE-MAIN-F Joint Use transferring cable line	\$0.00	\$0.00	\$0.00	\$1.99	\$0.00	\$0.00
T	2	OLAB-TRF-MX-DE-P DEP Adder Conductor - TRANSFER O	\$0.00	\$0.00	\$0.00	\$159.40	\$0.00	\$0.00
T	7	OLAB-TRF-WIRE-SM-CDEP Adder Conductor - OH Labor Trar	\$0.00	\$0.00	\$0.00	\$416.41	\$0.00	\$0.00
Totals:			\$1,467.76	\$3,551.68	\$592.21	\$577.80		\$0.00
Overhead Costs:								
			\$284.75	\$852.40	\$142.13	\$138.67		
Total Materials:								
			\$1,752.51					
Total Labor:								
				\$4,404.08	\$734.34	\$716.47		
Total Install Cost:								
			\$6,156.59					
Total Removal Cost:								
			\$734.34					
Total Transfer Cost:								
			\$716.47					
Total Salvage Value:								\$0.00
Total ITR Gross Up:			\$1,004.18					
				Total Install Man Hours:		35.65		
				Total Remove Man Hours:		5.95		
				Total Transfer Man Hours:		5.80		
Total Project Cost:			\$8,611.58					

CU Estimate Project Estimation By Compatible Unit

Show Report Criteria

CU Estimate Project Estimation By Compatible Unit

Workorder: 58037852
Work Order Desc: Relocate Order ; Relocate ; Non Residential ; ; Overhead ; ASHEBORO CITY
Estimate: 14629197
Designer: Murray, Zebadiah

I/R/T	QTY	CU	CU DESCRIPTION	MATERIAL COST	LABOR INSTALL	LABOR REMOVE	LABOR TRANSFER	SERVICE COST	SALVAGE VALUE
I	9139.91	OADD-1DOLLAR-P	DEP Adder Misc - Adder \$1 dollar of cr	\$0.00	\$1.69	\$0.00	\$0.00	\$9,139.91	\$0.00
I	1	PED-EXISTING-P	DEP GIS Correction or Update Pedest	\$0.00	\$1.62	\$0.00	\$0.00	\$0.00	\$0.00
I	1	POLE-EXISTING-P	DEP GIS Correction or Update Pole ex	\$0.00	\$1.99	\$0.00	\$0.00	\$0.00	\$0.00
R	1 [0]	ANCH-PISA-LG-P	Anchor Power Installed Screw Anchor	\$0.00	\$0.00	\$79.70	\$0.00	\$0.00	\$0.00
R	1 [0]	ANCH-PISA-MD-P	Anchor Power Installed Screw Anchor	\$0.00	\$0.00	\$79.70	\$0.00	\$0.00	\$0.00
R	1 [0]	ANCH-ROUND-MD-P	Anchor Round 10in with 1.25in diamete	\$0.00	\$0.00	\$79.70	\$0.00	\$0.00	\$0.00
R	1 [0]	ARM-DAL-8-WD-WB-P	Crossarm Double Alley 8ft wood with b	\$0.00	\$0.00	\$94.34	\$0.00	\$0.00	\$0.00
R	1 [0]	ARM-SDE-10-FBG-NB-I(UOP)	10ft Fiberglass Deadend Crossa	\$0.00	\$0.00	\$56.78	\$0.00	\$0.00	\$0.00
R	2 [0]	ARM-SGL-10-WD-WB-F(UOP)	10ft Single Wood Crossarm [\$1	\$0.00	\$0.00	\$117.56	\$0.00	\$0.00	\$0.00
R	2 [0]	BKT-EM-POLE-1P-AL-FBracket	Equipment Mount Pole Single	\$0.00	\$0.00	\$56.78	\$0.00	\$0.00	\$0.00
R	2 [0]	BKT-EM-POLE-1P-FG-fBracket	Equipment Mount Pole Single	\$0.00	\$0.00	\$56.78	\$0.00	\$0.00	\$0.00
R	6 [0]	BKT-INSL-PIN-ARM-FG REM ONLY---	USE CU: INSL-STUD-S1	\$0.00	\$0.00	\$137.48	\$0.00	\$0.00	\$0.00
R	1 [0]	BKT-INSL-PIN-POLE-F REM ONLY---	USE CU: BKT-INSL-PIN	\$0.00	\$0.00	\$30.88	\$0.00	\$0.00	\$0.00
R	50 [0]	CABLE-SVC-2/0-AL-TX: (UOP)	600V Service Cable: 2/0 Alumii	\$0.00	\$0.00	\$2.74	\$0.00	\$0.00	\$0.00
R	25 [0]	CABLE-SVC-4/0-AL-TX: (UOP)	600V Service Cable: 4/0 Alumii	\$0.00	\$0.00	\$1.37	\$0.00	\$0.00	\$0.00
R	15 [0]	CLAMP-DE-SM-P	REPLACED WITH NEW CUs: CLAMP	\$0.00	\$0.00	\$5.07	\$0.00	\$0.00	\$0.00
R	2 [0]	CLAMP-DE-WDG-LG-P	Clamp dead end wedge 4/0AL [\$138.0	\$0.00	\$0.00	\$77.70	\$0.00	\$0.00	\$0.00
R	18 [0]	CLAMP-DE-WDG-MD-F	Clamp dead end wedge 1/0AL-2/0AL [	\$0.00	\$0.00	\$704.31	\$0.00	\$0.00	\$0.00
R	3 [0]	CLAMP-DE-WDG-SM-F	Clamp dead end wedge 6AL-2AL [\$13	\$0.00	\$0.00	\$117.55	\$0.00	\$0.00	\$0.00
R	4 [0]	CONN-OH-HLC-2/0CU-	Connector OH Hot Line Clamp 2/0CU-	\$0.00	\$0.00	\$6.76	\$0.00	\$0.00	\$0.00
R	2 [0]	CONN-OH-STRP-COM	Connector OH Stirrup Compression 1/	\$0.00	\$0.00	\$3.38	\$0.00	\$0.00	\$0.00
R	2 [0]	CONN-OH-STRP-COM	Connector OH Stirrup Compression 2A	\$0.00	\$0.00	\$3.38	\$0.00	\$0.00	\$0.00
R	4 [0]	FUSE-CUTOUT-25/FLIM(UOP)	EQUIPMENT PROTECTION OI	\$0.00	\$0.00	\$282.92	\$0.00	\$0.00	\$0.00
R	1 [0]	FUSE-LINK-10-CL-FLIM	Fuse Link 10 CL Fault Tamer [\$138.00	\$0.00	\$0.00	\$1.99	\$0.00	\$0.00	\$0.00

CU Estimate Project Estimation By Compatible Unit

R	1 [0]	FUSE-LINK-15-CL-FLIM Fuse Link 15 CL Fault Tamer [\$138.00]	\$0.00	\$0.00	\$1.99	\$0.00	\$0.00	\$0.00
R	1 [0]	FUSE-LINK-5-CL-FLIMI Fuse Link 5 CL Fault Tamer [\$138.00]	\$0.00	\$0.00	\$1.99	\$0.00	\$0.00	\$0.00
R	1 [0]	FUSE-LINK-7-CL-FLIMI Fuse Link 7 CL Fault Tamer [\$138.00]	\$0.00	\$0.00	\$1.99	\$0.00	\$0.00	\$0.00
R	3 [0]	GUY-DOWN-3/8IN-GAL Guy Down Guy 3/8 in diameter Galvan	\$0.00	\$0.00	\$195.25	\$0.00	\$0.00	\$0.00
R	1 [0]	GUY-DOWN-5/16IN-GAREM ONLY---USE CU: GUY-DOWN-3	\$0.00	\$0.00	\$64.75	\$0.00	\$0.00	\$0.00
R	10 [0]	GUY-HOOK-P Guy Hook for use on Wood Poles [\$13	\$0.00	\$0.00	\$10.14	\$0.00	\$0.00	\$0.00
R	2 [0]	GUY-INSL-10FT-FG-P Guy Insulator 10ft Fiberglass [\$138.00]	\$0.00	\$0.00	\$59.78	\$0.00	\$0.00	\$0.00
R	2 [0]	GUY-INSL-7FT-FG-P Guy Insulator 7ft Fiberglass [\$138.00]	\$0.00	\$0.00	\$59.78	\$0.00	\$0.00	\$0.00
R	1 [0]	GUY-SPAN-3/8IN-GAL\Guy Span 3/8 in diameter Galvanized /	\$0.00	\$0.00	\$26.90	\$0.00	\$0.00	\$0.00
R	45 [0]	GUY-SPAN-3/8IN-GAL\Guy Span 3/8 in diameter Galvanized \	\$0.00	\$0.00	\$43.83	\$0.00	\$0.00	\$0.00
R	250 [0]	GUY-SPAN-5/16IN-GALREM ONLY---USE CU: GUY-SPAN-3/8	\$0.00	\$0.00	\$242.07	\$0.00	\$0.00	\$0.00
R	12 [0]	HDWR-EYEBOLT-SM-1\Hardware Eye Bolt 5/8in diameter 10in	\$0.00	\$0.00	\$7.96	\$0.00	\$0.00	\$0.00
R	1 [0]	HDWR-EYEBOLT-SM-1\Hardware Eye Bolt 5/8in diameter 16in	\$0.00	\$0.00	\$1.99	\$0.00	\$0.00	\$0.00
R	3 [0]	HDWR-EYENUT-SM-G\Hardware Eye Nut 5/8in diameter Galv	\$0.00	\$0.00	\$5.97	\$0.00	\$0.00	\$0.00
R	2 [0]	HDWR-LAG-SCREW-P Hardware Lag Screw [\$138.00]	\$0.00	\$0.00	\$3.98	\$0.00	\$0.00	\$0.00
R	1 [0]	HDWR-SP-SM-12IN-G\Hardware Spool Bolt 5/8in diameter 12	\$0.00	\$0.00	\$19.92	\$0.00	\$0.00	\$0.00
R	28 [0]	INSL-1RACK-SEC-POR\Insulator One Wire Rack Secondary/N	\$0.00	\$0.00	\$554.89	\$0.00	\$0.00	\$0.00
R	3 [0]	INSL-DE/S-23KV-PORCREM ONLY---USE CU: INSL-DE/S-35k	\$0.00	\$0.00	\$231.12	\$0.00	\$0.00	\$0.00
R	9 [0]	INSL-DE/S-35KV-POLY\Insulator Dead End/Suspension 35kV I	\$0.00	\$0.00	\$692.36	\$0.00	\$0.00	\$0.00
R	6 [0]	INSL-PIN-23KV-PORC-IREM ONLY---USE CU: INSL-PIN-35KV	\$0.00	\$0.00	\$187.28	\$0.00	\$0.00	\$0.00
R	3 [0]	INSL-POST-25KV-POR\Insulator Post 25kV Porcelain Tie Top	\$0.00	\$0.00	\$92.64	\$0.00	\$0.00	\$0.00
R	3 [0]	INSL-STUD-STL-7IN-T\Insulator Stud Steel 5/8in by 7in Long	\$0.00	\$0.00	\$3.38	\$0.00	\$0.00	\$0.00
R	4 [0]	JU-REM-CABLE-P Joint Use removing cable [\$0.00]	\$0.00	\$0.00	\$6.76	\$0.00	\$0.00	\$0.00
R	4 [0]	LEAD-TF-6-CU-COVER\Lead Trans/Reg/Cap 6 Copper Covere	\$0.00	\$0.00	\$6.76	\$0.00	\$0.00	\$0.00
R	1 [0]	OLAB-METER-BASE-P\OH Labor Metering base on pole (per l	\$0.00	\$0.00	\$50.81	\$0.00	\$0.00	\$0.00
R	2 [0]	POLE-WD-30-C6-P (UOP) 30ft long Class 6 Wood Pole wil	\$0.00	\$0.00	\$430.36	\$0.00	\$0.00	\$0.00
R	3 [0]	POLE-WD-35-C5-P (UOP) 35ft long Class 5 Wood Pole wil	\$0.00	\$0.00	\$645.54	\$0.00	\$0.00	\$0.00
R	1 [0]	POLE-WD-45-C4-P (UOP) 45ft long Class 4 Wood Pole wil	\$0.00	\$0.00	\$330.74	\$0.00	\$0.00	\$0.00
R	1 [0]	POLE-WD-50-C3-P (UOP) 50ft long Class 3 Wood Pole wil	\$0.00	\$0.00	\$330.74	\$0.00	\$0.00	\$0.00
R	1 [0]	POLE-WD-50-C4-P (UOP) 50ft long Class 4 Wood Pole wil	\$0.00	\$0.00	\$330.74	\$0.00	\$0.00	\$0.00
R	2 [0]	RISER-2IN-COND-3PC-Riser 2in Conduit 3-10ft sections [\$138	\$0.00	\$0.00	\$93.72	\$0.00	\$0.00	\$0.00
R	1 [0]	RISER-4IN-COND-3PC-Riser 4in Conduit 3-10ft sections [\$138	\$0.00	\$0.00	\$54.14	\$0.00	\$0.00	\$0.00

CU Estimate Project Estimation By Compatible Unit

R	1 [0]	TF-OH-100-25KV-120/2 (UOP) Pole Mount 100kVA Dual Bushi	\$0.00	\$0.00	\$357.64	\$0.00	\$0.00	\$0.00
R	1 [0]	TF-OH-167-25KV-120/2 (UOP) Pole Mount 167kVA Dual Bushi	\$0.00	\$0.00	\$357.64	\$0.00	\$0.00	\$0.00
R	1 [0]	TF-OH-50-23KV-120/24 (UOP) Pole Mount 50kVA Single Bushi	\$0.00	\$0.00	\$266.98	\$0.00	\$0.00	\$0.00
R	1 [0]	TF-OH-75-25KV-120/24 (UOP) Pole Mount 75kVA Dual Bushin	\$0.00	\$0.00	\$357.64	\$0.00	\$0.00	\$0.00
R	1 [0]	TIE-COMP-2-COV-FNE Tie Composite #2 [\$138.00]	\$0.00	\$0.00	\$1.69	\$0.00	\$0.00	\$0.00
R	16 [0]	TIE-DE GRIP-1/0-AL-P Tie Dead End Grip 1/0 AL [\$138.00]	\$0.00	\$0.00	\$633.36	\$0.00	\$0.00	\$0.00
R	1 [0]	TIE-DE GRIP-4-AL-P Tie Dead End Grip 4 AL [\$138.00]	\$0.00	\$0.00	\$40.54	\$0.00	\$0.00	\$0.00
R	2 [0]	TIE-HAND-4-AL-P Tie Hand 4 AL [\$138.00]	\$0.00	\$0.00	\$1.69	\$0.00	\$0.00	\$0.00
R	9 [0]	TIE-SPOOL-1/0-AL-P Tie Spool 1/0 AL [\$138.00]	\$0.00	\$0.00	\$5.07	\$0.00	\$0.00	\$0.00
R	6 [0]	TIE-TOP-1/0-AL-FNECh Tie Top 1/0 AL F Neck [\$138.00]	\$0.00	\$0.00	\$3.38	\$0.00	\$0.00	\$0.00
R	1452 [0]	WIRE-PRI-2-ACSR-P (UOP) MAINT ONLY: #2 AAAC Bare C	\$0.00	\$0.00	\$1,402.64	\$0.00	\$0.00	\$0.00
R	669 [0]	WIRE-PRI-4/0-CUHD-P (UOP) MAINT ONLY: 4/0 Bare (7) Stra	\$0.00	\$0.00	\$860.70	\$0.00	\$0.00	\$0.00
R	86 [0]	WIRE-SEC-1/0-AL-QX-f (UOP) 600V Secondary Quadruplex W	\$0.00	\$0.00	\$90.66	\$0.00	\$0.00	\$0.00
R	60 [0]	WIRE-SEC-1/0-AL-TX-F (UOP) 600V Secondary Triplex Wire: (	\$0.00	\$0.00	\$63.76	\$0.00	\$0.00	\$0.00
R	115 [0]	WIRE-SVC-1/0-AL-QX-f (UOP) 600V Service Quadruplex Wire:	\$0.00	\$0.00	\$406.44	\$0.00	\$0.00	\$0.00
R	668 [0]	WIRE-SVC-1/0-AL-TX-F (UOP) 600V Service Triplex Wire: (2) 1	\$0.00	\$0.00	\$1,524.15	\$0.00	\$0.00	\$0.00
R	20 [0]	WIRE-SVC-2-AL-TX-P (UOP) 600V Service Triplex Wire: (2) #	\$0.00	\$0.00	\$101.61	\$0.00	\$0.00	\$0.00
R	75 [0]	WIRE-SVC-4/0-AL-QX-fWire Service 4/0 AL Quadruplex [\$138	\$0.00	\$0.00	\$304.83	\$0.00	\$0.00	\$0.00
Totals:				\$5.30	\$13,567.56		\$9,139.91	\$0.00
Overhead Costs:							\$2,193.58	
				\$1.27	\$3,256.21			
Total Materials:								
				\$0.00				
Total Labor:								
				\$6.57	\$16,823.77	\$0.00		
Total Install Cost:								
				\$6.57				
Total Removal Cost:								

CU Estimate

Project Estimation By Compatible Unit

	\$16,823.77		
Total Transfer Cost:			
	\$0.00		
Total Salvage Value:			\$0.00
Total ITR Gross Up:	\$3,717.63	Total Install Man Hours:	0.06
		Total Remove Man Hours:	136.55
Total Project Cost:	\$31,881.46		

Show Report Criteria

SAFETYFIRST
PERSONAL ACCOUNTABILITY
ACTIVE CARING
HAZARD RECOGNITION

USP: SUBSTATION: ASHEBORO EAST 115KV
USP: FEEDER: COX STREET 23KV
USP: RECLOSER AT POLE J533AD
USP:
USP:

Work Zone General Comments:

Safety Reminders / Adverse Conditions

?:
?:
?:
?:

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.

WCH 58037852
SCOPE: REMOVE OH STARTING FROM TAP AT POLE 2N5F85
AND ENDING AT POLE J703AD.

UG PORTION TO BE INSTALLED ON WO 58037641.
LOCATION: 35.705993, -79.813558

PROJECT MANAGER: ROBERT MOSS 919-917-2811
DESIGNER: ZEB MURRAY 919-654-6410

VERIFY PHASING IN FIELD. PHASING BASED OFF RECORDS ONLY.

ASHEBORO EAST 115KV SUBSTATION
TRAFFIC CROSSING NORTH ST TO J533AD
INSTALL ON W. 58037852

TRADE ST
P1-J703AD
P2-J533AD
P3-J533AD
P4-J533AD
P5-J700AD
P6-J533AD
P7-J703AD
P8-J533AD
P9-J533AD
P10-J533AD
P11-J533AD
P12-J533AD
P13-J533AD
P14-J533AD
P15-J533AD
P16-J533AD
P17-J703AD
P18-J533AD
P19-J533AD
P20-J533AD
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P99-J533AD
P100-J533AD

DESIGNED BY PIKE ENGINEERING
DUKE SENIOR
REVISED: 3/12/2025

Work Order Number: 58037852
Customer/Contact: _____
Contact Phone: _____
Job Site Address: 103 N Fayetteville Street
City: ASHEBORO
County: RANDOLPH
State, Zip: NC, 27203
Designer: Zebadiah Murray
Designer Phone: 919-654-6626

Circuit ID: T0960B13
Primary Voltage: 22.86 / 13.2 KV
Permit Required: Yes ___ No ___
Permit TypeNo. 1: _____
Permit TypeNo. 2: _____
Permit TypeNo. 3: _____
Revision Date: _____

DUKE ENERGY
Sheet 1 OF 1
Scale = NTS

DESIGNED BY PIKE ENGINEERING	
DUKE SENIOR:	
REVISED: 3/12/2025	
Work Order Number: 58037852	
Customer/Contact _____	
Contact Phone _____	
Job Site Address _____	
City ASHEBORO	
County RANDOLPH	
State, Zip NC, 27203	
Designer Zebadiah Murray	
Designer Phone 919-654-6626	
Circuit ID T0960B13	
Primary Voltage 22.86 / 13.2 KV	
Permit Required Yes____ No____	
Permit TypeNo.	
Permit TypeNo. 2	
Permit TypeNo. 3	
Revision Date _____	

Sheet 1 OF 1
Scale = NTS



DUKE ENERGY®

Sheet 1 OF 1
Scale = NTS

Nichole Gross
Grant Manager
North Carolina Department of Commerce
Via email: Nichole.gross@nccommerce.com

Dear Nichole,

I am writing in regards to the North Carolina Department of Commerce's Rural Economic Development Grant for Building Reuse for Starpet, Inc. ("Starpet") (2021-042-3201-2587).

Starpet has been conducting an expansion project (Project Avocado) at its existing facility in Asheboro, North Carolina. This expansion required a 44,000 square foot addition to the current facility. As part of the project, Starpet agreed to create eleven new jobs and was awarded a \$100,000 Building Reuse Grant. Despite its best efforts, Starpet has been unable to hire eleven new positions for the reasons set forth below and requests a one-year extension to meet this commitment.

The company has faced several hurdles with respect to employee hiring and retention but continues to diligently attempt to hire and retain workers. In combination with the limited success in today's exceedingly difficult post-COVID job market, Starpet has experienced a severe lack of labor availability resulting in a delay in the ramp up of production as planned. Although the company has successfully hired some new employees since the grant was awarded, Starpet has also lost several employees, resulting in a total current headcount of 110, which is four jobs short of the target number of 114. We are sincerely trying to fill all positions, but we anticipate these challenges to persist.

Starpet has been taking all possible steps to build its workforce but has been unsuccessful in today's intensely competitive job market. Starpet's Human Resources leadership has attended multiple job fairs in the area hosted by NC Works-two events at the Randolph County Armory, Ultracraft re-employment event, and CCHRP events. The jobs have been and are currently active on several job posting sites (for example, Indeed.com, Randolph Community College job board, and GTCC job board) and the company estimates that they have called several hundred people in an effort to fill these open positions. Finding candidates who are willing to interview has been a major challenge – many potential candidates have not even shown up for scheduled interviews. Starpet is even actively trying to fill positions using temp agencies-Express Employment, The Resource and TRS, where we have had some success but usually their employment is short due to attendance or performance issues. The company is fearful that these labor issues will continue to get worse as large companies and suppliers also prepare to scale up hiring at this location.

StarPet Inc

801 Pineview Road, Asheboro, North Carolina – 27203, USA
Tel - (336) 672 0101, Fax - (336) 672 1904
www.indoramaventures.com

Starpet has invested \$22.01M to date in this project, which is \$4.61M more than its original commitment made to the City of Asheboro and Randolph County of \$17.4M in new investment. This evidences the company's good-faith effort to execute this project as committed.

Starpet is very open and eager to take advantage of any additional resources that may exist which would help the company meet its hiring goals so it can scale its operations as planned. However, in the meantime, **we request that the State extend the hiring timeline for this grant by one year and allow the company time to scale up its employment** in today's increasingly difficult job market.

Kind regards,



Saswati Biswas

Chief Financial Officer

StarPet Inc

801 Pineview Road, Asheboro, North Carolina – 27203, USA
Tel - (336) 672 0101, Fax - (336) 672 1904
www.indoramaventures.com

January 9, 2026

NC Department of Commerce
Rural Economic Development
Attn: Ms. Bethany P. Davenport, Fiscal and Compliance Manager
4346 Mail Service Center
Raleigh, NC 27699-4346
VIA ELECTRONIC MAIL: bethany.davenport@commerce.nc.gov

Dear Ms. Davenport:

Please accept this letter acknowledging expiration of Building Reuse Grants 2023-022-3201-2587 and 2023-036-3201-2587. The companies subject to the grants have indicated that economic conditions have prevented their ability to satisfy all of the terms of the awards; the funds can be de-obligated. I wish to point out that both companies have made the capital investment contemplated by the grant applications but, unfortunately, the job creation component of the agreements have proven challenging.

Thank you for your support on these and other economic development projects in Asheboro; I value the strong relationship between NC Commerce and the City of Asheboro.

Sincerely,

Donald E. Duncan, Jr.
City Manager

**City of Asheboro
Finance Office**

To: Donald Duncan Jr, Trevor Nuttall
From: Debbie Reaves, Finance Director
Date: December 31, 2025
Re: Resolution to update Signers on financial accounts

The signatures on our financial accounts are the Mayor, the Finance Director and the City Manager. Financial records need to be updated to reflect our current Mayor, W. Joseph Trogon, Jr.

Attached is a resolution that once approved, will document the approval of the City Council to update our records as needed.

CERTIFIED RESOLUTIONS OF BOARD OF DIRECTORS (CORPORATION)



I, _____, do hereby certify that I am the duly elected and qualified Secretary of _____, a corporation in good standing, is not in dissolution, and organized under the laws of the State of _____, that the following is a true copy of certain resolutions duly adopted at a meeting of the Board of Directors on the _____ day of _____, and that such resolutions are now in full force and effect, and not contrary to law, the charter of the bylaws of the corporation.

- 1. DEPOSITORY. RESOLVED**, that First Horizon Bank ("Bank") is designated as a depository of this corporation, and that an account in the Bank in the name of, for and on behalf of this corporation, be revised or opened in the following:

Account Name: City of Asheboro	
-----------------------------------	--

*For multiple account numbers attach Supplemental List of Accounts. Instead of entering an Account number above type "Attached" to indicate multiple account numbers.

- 2. AUTHORIZED SIGNERS FOR DEPOSIT ACCOUNT. RESOLVED**, that delivery to the Bank of funds, checks, drafts or other property, with or without endorsement, and in whatever manner endorsed, shall authorize the Bank to place the same to the credit of the corporation, under terms set forth in the Bank's Depositor Agreement, and such credits may be withdrawn: (1) by debit card issued to the corporation as set forth in the Cardholder Agreement, or (2) by check, draft, or other order executed for the corporation by any of the following persons, even though the corporation might have an internal requirement requiring more than one signature.

Title	Typed Name	Signer's SSN	Signature
Finance Director	Deborah P Reaves		
City Manager	Donald E Duncan Jr		
Mayor	William J Trogdon Jr		

- 3. AUTHORIZED FOR INFORMATION ONLY. RESOLVED**, that the Bank is authorized to release Account information to the following person(s) upon request or inquiry:

Title	Typed Name	Signer's SSN	Signature

- 4. FACSIMILE SIGNATURES. RESOLVED**, that Bank is authorized to honor checks, drafts and other instruments on said account which bear or purport to bear the facsimile signature(s) appearing below, and Bank is entitled to charge said account regardless of by whom or by what means the facsimile signature may be affixed if such signature resembles the following facsimile specimen(s) hereby certified to the Bank:

Title	Typed Name	Facsimile Specimen

CERTIFIED RESOLUTIONS OF BOARD OF DIRECTORS (CORPORATION)



5. LOANS. *RESOLVED*, that the following persons,

Title	Typed Name	Signature

(is) (are jointly) authorized on its behalf, at any time and from time to time, until said authority is duly revoked by and written notice thereof received by the Bank: to effect for the company a loan or loans or other credit extensions from the Bank; to execute on behalf of the company any note or notes or other instruments evidencing obligations of the company, including application agreements and other related documentation pertaining to letters of credit and renewals, modifications, or extensions thereof, to pledge, mortgage, hypothecate, or in any other manner create a lien upon any assets of the corporation as collateral and security for any such loans or other obligations owed by the corporation to the Bank, and any extensions, renewals, or any such loans or other obligations owed by the corporation to the Bank, and any extensions, renewals, or modifications thereof; to rediscount with the Bank, bill receivable of the corporation; and to execute any mortgages, deeds of trust, security agreements, assignments, or other security instruments as the Bank may require in order to secure this corporation's indebtedness, liabilities, and obligations to the Bank, whether now existing or hereafter created or arising, due or to become due, absolute or contingent;

6. APPLICATION OF FUNDS. *RESOLVED*, that the Bank shall be under **NO** obligation to inquire as to the application of any funds withdrawn from the above referenced deposit account, even if the withdrawal order is payable to the agent of the corporation executing it or the funds are withdrawn for personal use or credit, not to inquire as to the application of loan proceeds received from the bank by an authorized officer.

7. SERVICES AGREEMENTS. *RESOLVED*, that the following individual(s) is/are authorized to execute agreements under which Bank provides certain services:

Title	Typed Name	Signature
Finance Director	Deborah P Reaves	
City Manager	Donald E Duncan Jr	
Mayor	William J Trogdon Jr	

IN WITNESS WHEREOF, I hereunto affix my signature on this _____ day of _____, 20____

Secretary Signature:

CONFIRMATION: If these resolutions authorized the secretary to withdraw or borrow funds, please confirm below with another corporate officer's signature.

Confirmation Signature:

Confirmation Title:

**STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH**

NONEXCLUSIVE EASEMENT

THIS AGREEMENT, made this ____ day of January, 2026, between **CITY OF ASHEBORO**, of the County of Randolph, State of North Carolina, Grantor, party of the first part; and **H.W. CULP LUMBER COMPANY**, of the County of Stanly, State of North Carolina, Grantee, party of the second part.

WITNESSETH:

The party of the first part does hereby grant and convey unto the party of the second part, and their assigns, a nonexclusive easement for the purpose of a logging road to be located, constructed, operated, and maintained across the Grantor's premises for the purpose of removing timber from the property owned by **ERIC D. LUCKENBACH & CHRISTIE K. LUCKENBACH & KILLIAN FAMILY TRUST**. This nonexclusive easement is located upon the ground according to a mutually agreed upon location which is described as follows:

This nonexclusive easement is located along an existing access road and travels across the lands of City of Asheboro (Tax PIN 7741486564), to the lands of Luckenbach & Killian (Tax PIN 7741398197 & 7741274578), Randolph County, NC. See attached Exhibit "A".

- 1. Provided:** That the primary use of this nonexclusive easement will be for timber removal. The Grantee will be responsible for maintaining the road in good and useable condition while utilizing this nonexclusive easement and for repairing the road to its original condition after logging is completed, with some ordinary wear and tear expected. A performance bond in the amount of **Four Thousand and 00/100 Dollars (\$4,000.00)** will be collected from the Grantee to ensure satisfaction of the conditions of this nonexclusive easement. This performance bond will be held in a trust account with First Bank, Asheboro, NC, under the name of Henderson Forestry Consultants, Escrow Account.
- 2. Provided:** That the Grantee and its assigns maintains and repairs fences, gates, culverts, ditches, gravel, grade, drainage structures, and other road improvements which existed and have been damaged by Grantee as a result of the enjoyment of this nonexclusive easement which is on the lands of the Grantor and to the satisfaction of the Grantor.
- 3. Provided:** That the Grantor reserves the right to halt timber removals across this nonexclusive easement if the weather conditions are such that the road

may become severely rutted or damaged because of the activity of the logging trucks.

4. **Provided:** That the time limit of this nonexclusive easement shall be until **September 30, 2026.**

IN WITNESS WHEREOF: The said Grantor has caused this nonexclusive easement to be executed under seal and that the Grantee has subscribed its signature acknowledging its acceptance of the terms of the conveyance, the day and year first above written.

Grantor City of Asheboro
By: _____
Print: _____

Grantee H.W. Culp Lumber Company
By: _____
Print: _____

8/27/2025 7:50 AM

BUSINESS - ESCROW

271018038

Amount: \$4,000.00

Statement Description: H.W. CULP LUMBER/PAYMENT PERFORMANCE BOND LUCKENBACH & KILLIAN FA MILY

Posted Date: 8/26/2025

Type: Credit

Status: Posted

RESOLUTION NUMBER _____

CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA

**RESOLUTION HONORING FIRE CAPTAIN CHRISTOPHER NEIL
MOORE UPON HIS RETIREMENT FROM THE ASHEBORO
FIRE AND RESCUE DEPARTMENT**

WHEREAS, Christopher Neil Moore, who was hired on January 1, 1997, has provided honorable, skilled, and dedicated service to the City of Asheboro and its citizens since the date of his employment with the Asheboro Fire and Rescue Department; and

WHEREAS, Captain Moore will begin his retirement from employment with the city on February 1, 2026; and

WHEREAS, pursuant to and in accordance with Section 160A-294.1 of the North Carolina General Statutes, the Asheboro City Council wishes to recognize and honor this dedicated public servant by awarding to Captain Moore, at a minimal monetary cost, the fire helmet most recently assigned to him by the city; and

WHEREAS, due to extended use of his Class A uniform, badges, name plates, “serving since” attachment to the name plates, and sets of rank insignia collar pins that cannot be placed in the market place without posing a risk of allowing an unauthorized individual to pose as a fire department official and thereby create a risk to public safety, the city council has concluded, consistent with Section 160A-266(d) of the North Carolina General Statutes, that the city’s use of the listed items will end when Captain Moore begins his retirement on February 1, 2026.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asheboro that, on behalf of the citizens of Asheboro, the governing board extends its sincere thanks and appreciation to Captain Moore for his public service; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that, in consideration and recognition of his dedicated service, Christopher Neil Moore is to be awarded, at less than fair market value, ownership of his city-issued fire helmet, inclusive of his helmet shield; and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that, in furtherance of this recognition of a valued public servant, the city staff is hereby directed to convey to Captain Moore, on or after February 1, 2026, his Asheboro Fire Department helmet and shield for a purchase price of one dollar (\$1.00); and

BE IT FURTHER RESOLVED by the City Council of the City of Asheboro that city staff is hereby directed to convey to Captain Moore, on or after February 1, 2026, and without charge, his Class A uniform, badges (a quantity of two), name plates (a quantity of two), the “serving since” attachment to the name plates, and rank insignia collar pin sets (a quantity of two).

This Resolution was adopted by the Asheboro City Council in open session during a regular meeting on January 8, 2026.

W. Joseph Trogdon, Jr., Mayor

ATTEST:

Holly H. Doerr, CMC, NCCMC, City Clerk

5-Inch Storz FDC Requirement — City of Asheboro

1. Purpose & Scope

- 1.1. To ensure compatibility, reliability, and sufficient flow capacity at fire department connections serving sprinkler, standpipe, and combined systems within the City of Asheboro.
- 1.2. This policy applies to all **new, renovated, or upgraded** fire protection systems (sprinkler, standpipe, or combined systems) for which an FDC is required under the North Carolina Fire Prevention Code (NCFPC) and Asheboro's adopted fire prevention regulations.
- 1.3. Existing systems not undergoing modification are exempt from upgrade, unless the Fire Code Official deems an upgrade necessary for life safety or operational consistency.

2. Authority & Code Basis

- 2.1. Asheboro has adopted the North Carolina Fire Prevention Code (with amendments) as its fire code.
- 2.2. Under Section 912 ("Fire Department Connections") of the Fire Code, FDCs must be installed according to the applicable NFPA standard for the system design (e.g., NFPA 13).
- 2.3. The Chief Fire Inspector (or Fire Code Official) is authorized to approve or require alternate connection types if justified, but this policy sets the default expectation of 5-inch Storz for consistency.

3. Technical Requirements

3.1. Connection Type & Configuration

- All new or upgraded FDCs shall be equipped with a **single 5-inch Storz** connection (or multiple 5-inch Storz connections, as necessary for flow/pressure demands).
- The orientation vertical, 30° downturn shall be approved by the Fire Code Official or Fire Department, to facilitate connection and minimize hose strain.

3.2. Hydraulic Capacity & Sizing

- The design of the FDC(s) (i.e., number of inlets, supply piping, internal sizing) must meet or exceed the hydraulic demand of the system (sprinkler or standpipe), per NFPA design standards.
- The design shall demonstrate (via hydraulic calculations) that the available water supply plus any anticipated boost from fire apparatus can supply the system demand through the 5-inch Storz(s) without excessive friction loss.

3.3. Location & Accessibility

- FDCs shall comply with the location constraints in the Fire Code: visible, accessible, unobstructed, close to fire apparatus access roads, within a reasonable distance of a fire hydrant (commonly 100 ft).

- Clear space around the FDC must be maintained
- Height: the inlet must be located typically between 24 in and 4 ft above finished grade.

3.4. Marking & Signage

- Each FDC shall be clearly identified with a reflective sign (e.g., “FDC”) with letter height not less than 6 inches (or as required by Fire Code)
- Where multiple FDCs serve a single building, signs shall indicate what portion of the building each FDC serves.
- The sign shall be mounted to be visible from the street or fire apparatus access path.

3.5. Protective Features & Maintenance

- Approved caps shall be provided and secured to prevent tampering or damage.
- The fire Code Official may require bollards or guard posts to protect the FDC from vehicular impact.
- All exposed piping associated with the FDC must be painted red (or approved color) for visibility.
- Routine inspection, maintenance, and testing shall be part of the fire protection system’s ongoing requirements.

4. Exceptions & Variances

4.1. The Fire Code Official may approve alternate connection types (e.g., Siamese or threaded) in special circumstances where hydraulic and operational justification is provided and where the fire department confirms capability to connect.

4.2. Emergency repairs or retrofit constraints may allow temporary alternative connections, but an upgrade to 5-inch Storz may be mandated at the next major renovation.

4.3. Systems with marginal demand (e.g., small sprinkler systems) may be allowed alternate FDCs if approved by the Fire Code Official and the fire department.

5. Implementation & Transition

- All new permit applications submitted on or after a designated effective date (e.g., 60 days after adoption) must comply.
- Existing fire protection systems undergoing permit review, renovation, or extension shall comply when the FDC is replaced or modified.
- Systems without change may continue under prior connection types, unless the Fire Code Official deems an upgrade necessary for life safety or operational consistency.
- The Fire Department shall maintain an inventory or capability to supply hose adapters or fittings compatible with 5-inch Storz and ensure training and equipment readiness.

6. Enforcement & Compliance

- Compliance with the FDC requirement is mandatory for permit issuance, certificate of occupancy, or approval of fire protection system changes.

- The Fire Department or Fire Marshal's Office shall inspect installed FDCs during system acceptance testing, ensuring that the 5-inch Storz is properly installed, unobstructed, and functional.
- Noncompliant installations may be required to be corrected at the owner's expense before system acceptance or occupancy.

7. Justification / Rationale (for records)

- Standardizing on 5-inch Storz ensures consistency with modern engine hose inventories and reduces the need for adapters, reducing deployment delays and mismatch risk.
- Given the increasing demand for sprinkler systems and the limitations of smaller connections, a 5-inch Storz provides better hydraulic performance and flexibility for future demand.
- The policy encourages hydraulic-based design rather than arbitrary sizing, ensuring that the FDC capacity aligns with system demands and fire department capability.

****City of Asheboro**

Fire Prevention Bureau**

Fire Department Key Box Policy

SECTION 1. PURPOSE

To ensure rapid and secure access by the Fire Department to buildings with fire protection systems, reducing delays in emergency response, investigation, and mitigation, and enhancing life safety and property protection.

SECTION 2. SCOPE

- Applies to **all new buildings** or major renovations equipped with fire protection systems (automatic sprinkler systems, standpipe systems, fire alarm systems, or combination systems).
 - May apply to **existing buildings** with fire protection systems at the discretion of the Fire Code Official when safety concerns exist (e.g., repeated alarms, inadequate access, or high-risk occupancies).
 - Does **not apply** to buildings without fire protection systems.
-

SECTION 3. REQUIREMENT

- Buildings within scope **shall be equipped with a department-approved Fire Department Key Box** (e.g., Knox Box or equivalent).
-

SECTION 4. PURPOSE

- Provide immediate Fire Department access to:
 - o Fire alarm panels
 - o Riser rooms and fire pump rooms
 - o Mechanical and electrical rooms
 - o Other protected or critical system areas
- Reduce delays during alarms, fires, or system activations.

- Allow the Fire Department to begin investigation and mitigation without waiting for a building representative.
-

SECTION 5. INSTALLATION REQUIREMENTS

- **Location:**
 - Typically at the main entrance.
 - May be located elsewhere at the discretion of the Fire Code Official.
 - **Contents:**
 - Master keys, access cards, or codes for primary entry
 - Keys to riser rooms, fire pump rooms, alarm panels, and mechanical/electrical rooms
 - Any specialized keys relevant to system operation
 - Building owner must **update keys or access devices whenever locks change.**
-

SECTION 6. ENFORCEMENT

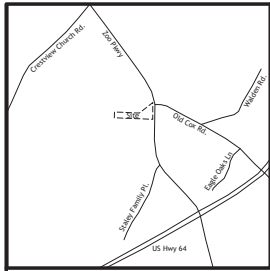
- Key box installation is **required before fire protection system acceptance or issuance of Certificate of Occupancy.**
 - Failure to maintain keys or accessibility may result in violation notices and corrective actions.
-

SECTION 7. EXCEPTIONS & VARIANCES

- Alternate access solutions may be approved in exceptional circumstances by the Fire Code Official.
 - Buildings without fire protection systems are exempt.
 - Retroactive requirements for existing buildings may be imposed when safety or operational concerns exist.
-

SECTION 8. IMPLEMENTATION

- Applies to all applicable permits and construction submissions **after the effective date.**
- Fire Code Official has discretion to require key boxes for existing buildings when necessary for life safety or operational effectiveness.



Location Map
(Not to Scale)

- Property Line
Computed Property Line
Right of Way Line
Easement Line
Tie Lines
Setback Lines
Gas Line
Sanitary Sewer Line
Storm Sewer Line
Water Line
Fence
Overhead Utility Line
Overhead Power Line
Underground Electric Line
Underground Comm. Line
100-Year Flood Hazard Line
Footway
C/L Railroad
- Communications Manhole
SS - Sanitary Sewer
SS Manhole
SS Cleanout
U/G Power Box
Power Pole
Light Pole
Guy Pole
Gas Valve
Guy Wire
Gas Manhole
Gas Meter
Electric Meter
Electric Manhole
Spot Elevation
- Hardwood Tree
Evergreen Tree
Stone
R/W - Right of Way Monument
RRS - Railroad Spike
NIR - New Iron Rod
NIP - New Iron Pipe
NCCS Monument
EN - Existing Nail
EIR - Existing Iron Rod
EIP - Existing Iron Pipe
Existing Concrete Monument
Bench Mark
Computed Point / Point Not Set
Well
- Catch Basin
Yard Inlet
Storm Sewer Manhole
Junction Box
Drop Inlet
Irrigation Control Valve
Back Flow Preventer
Water Valve
Water Manhole
Water Meter
Fire Dept. Connection
Fire Hydrant
Utility Pole
Telephone Pedestal
Telephone Pole
Transformer

- Notes:
- This project is not located within a special flood hazard area per NCFRIS.
 - Map #: 3710766900J Effective Date: 1/2/2008
 - Area calculated by coordinate geometry.
 - All lines surveyed by Survey Carolina, PLLC are indicated by bold lines. All lines not surveyed by Survey Carolina, PLLC are indicated by dashed lines.
 - No attempt was made by this survey to locate all underground utilities nor any other easements that would be revealed by a title search.
 - Tax PIN: 7669462816, 7669461971

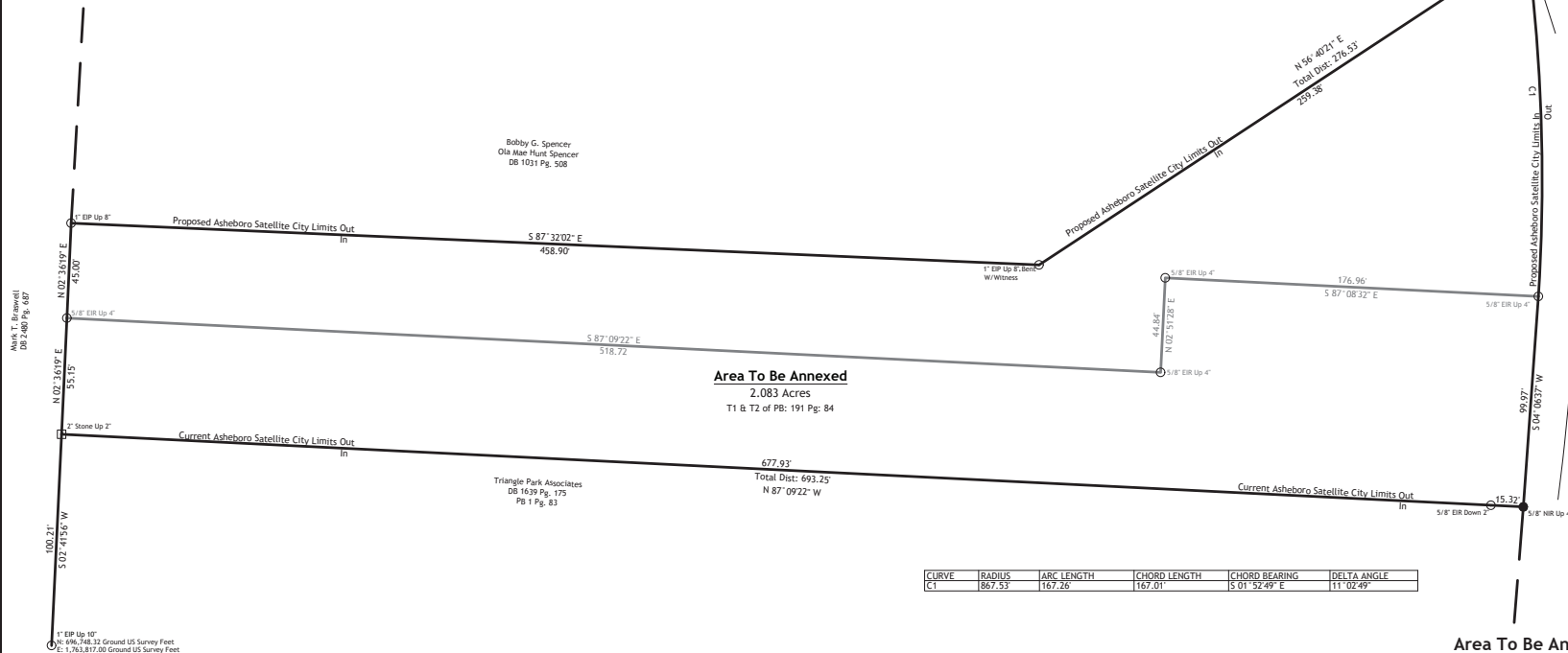
Date Annexation Ordinance

Adopted by the Asheboro City Council:

Annexation Ordinance Effective Date:

STATE OF NORTH CAROLINA
I, _____ Review Officer of Randolph County,
certify that the map or plat to which this certification is affixed
meets all statutory requirements for recording.

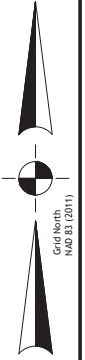
Review Officer Date



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	867.53	167.26	167.01	S 01° 32' 49" E	111° 02' 49"

Old Cox Road
SR 2854 60' Public R/W

ZOO PARKWAY
NC Hwy 159 60' Public R/W



Owners:
Ricky Eugene Spencer
Clarissa Spencer
3114 Zoo PKWY
Asheboro, NC 27205

Area To Be Annexed: 2.083
Annexation Survey For:
Ricky Eugene Spencer
Clarissa Spencer

Grant Township Randolph County
North Carolina December 30, 2025
Deed Book: 2565 Pg: 1174
Plat Book: 191 Pg: 84
Scale: 1" = 40 US Survey Feet



SURVEY CAROLINA, PLLC
154 S. Fayetteville St, Suite B, Asheboro, NC 27203
Phone Number: 336 625-8000
Email: mail@surveycarolina.com

Firm #: P-1110
Dan W Tanner II L-4787
© 2025 Survey Carolina, PLLC

Job #: 14802

I, Dan W Tanner II, Professional Land Surveyor, certify:

In accordance with NC General Statute 47-30(f)(1)d
That the survey is of another category, such as the recombination of existing
parcels, a court-ordered survey, or other exemption or exception to the definition
of subdivision.

I, Dan W Tanner II, certify that this plat was drawn under my supervision from an
actual survey made under my supervision (deed description recorded in:

Book 2565, page 1174;

that the boundaries not surveyed are clearly indicated as drawn from information
found in Book See, page Notes; that the ratio of precision or positional
accuracy as calculated is 1:10000+; that this plat was prepared in accordance with
G.S. 47-30 as amended. Witness my original signature, license number and seal this
the 30th day of December, A.D., 2025.

PRELIMINARY PLAT - NOT FOR RECORDATION, CONVEYANCES, OR SALES

Professional Land Surveyor

L-4787



I, Dan W Tanner II, certify that this map was drawn under my supervision from an actual GPS / GNSS
survey made under my supervision and the following information was used to perform the survey:

- (1) Class of survey: Class A
- (2) Positional accuracy: <0.10'
- (3) Type of GNSS field procedure: Real-Time Kinematic Networks
- (4) Dates of survey: January 12, 2023
- (5) Datum/Epoch: NAD83(2011) / 2010.00
- (6) Published/Fixed-control user: North Carolina Real Time Network
- (7) Geoid model: Geoid 12A
- (8) Combined grid factor(s): 0.99986855
- (9) GPS/GNSS Scale Point:
N: 697,005.52 E: 1,764,513.45 Z: 717.74
- (10) Units: US Survey Feet

- Notes:
- This project is located within a special flood hazard area per NCFRIS.
Map #: 37107658001 Effective Date: 1/2/2008
Map #: 3710765900J Effective Date: 1/2/2008
 - Area calculated by coordinate geometry.
 - All lines surveyed by Survey Carolina, PLLC are indicated by bold lines. All lines not surveyed by Survey Carolina, PLLC are indicated by dashed lines.
 - No attempt was made by this survey to locate all underground utilities nor any other easements that would be revealed by a title search.
 - Tax PIN: 7659304064

Date Annexation Ordinance

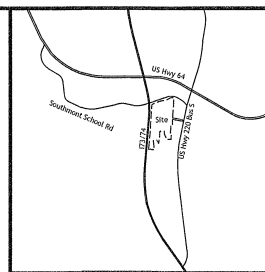
Adopted by the Asheboro City Council:

Annexation Ordinance Effective Date:

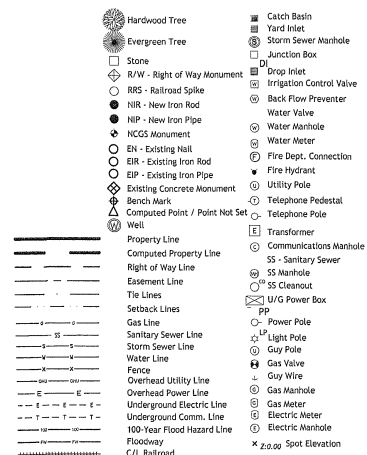
STATE OF NORTH CAROLINA

I, _____ Review Officer of Randolph County,
certify that the map or plat to which this certification is affixed
meets all statutory requirements for recording.

Date _____ Review Officer _____



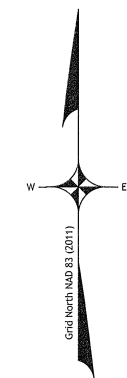
Location Map
(Not to Scale)



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	5856.00	677.60	677.22	N 02° 04' 40" E	6° 37' 47"

LINE	BEARING	DISTANCE
L1	S 79° 02' 50" E	41.32
L2	N 79° 09' 31" W	52.68
L3	S 77° 18' 10" E	59.38
L4	S 07° 04' 43" W	85.30

Area To Be Annexed
62.090 Acres
DB: 2908 Pg: 1172



I, Dan W. Tanner II, Professional Land Surveyor, certify:

In accordance with NC General Statute 47-30(f)(11d)
That the survey is of another category, such as the
recombination of existing parcels, a court-ordered
survey, or other exemption or exception to the definition
of subdivision.

I, Dan W. Tanner II, certify that this plat was drawn under my supervision
from an actual survey made under my supervision (deed description
recorded in:

Book 2908 , page 1172 ;

that the boundaries not surveyed are clearly indicated as drawn from
information found in Book . See , page . Notes : that the ratio of
precision or positional accuracy as calculated is 1:10000, that this plat
was prepared in accordance with G.S. 47-30 as amended. Witness my
original signature, license number and seal this the 19th day of
December, A.D., 2025.

PRELIMINARY PLAT - NOT FOR RECORDATION, CONVEYANCES, OR SALES

Professional Land Surveyor

L-4787

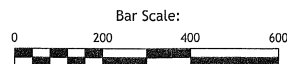
I, Dan W. Tanner II, certify that this map was drawn under my supervision from an actual GPS/ GNSS
survey made under my supervision and the following information was used to perform the survey:

- (1) Class of survey: Class A
- (2) Positional accuracy: <0.10'
- (3) Type of GNSS field procedure: Real-Time Kinematic Networks
- (4) Dates of survey: December 18, 2025
- (5) Datum/Epoch: NAD83(2011) / 2010.00
- (6) Published/Fixed-control use: North Carolina Real Time Network
- (7) Geoid model: Geoid18
- (8) Combined grid factor(s): 0.99986127
- (9) GPS/GNSS Scale Point:
N: 690,105.90 E: 1,754,627.01 Z: 822.92
- (10) Units: US Survey Feet

Annexation Survey For:

Schwarz Properties, LLC

Cedar Grove Township Randolph County
North Carolina December 19, 2025
Deed Book: 2908 Pg: 1172
Scale: 1" = 200 US Survey Feet



SURVEY CAROLINA, PLLC

154 S. Fayetteville St, Suite B, Asheboro, NC 27203
Phone Number: 336 625-8000
Email: mail@surveycarolina.com

Form #: P-1110
Dan W. Tanner II - L-4787
© 2025 Survey Carolina, PLLC

Drawn By: HRM & AJS Checked By: DWT Job #: 18451

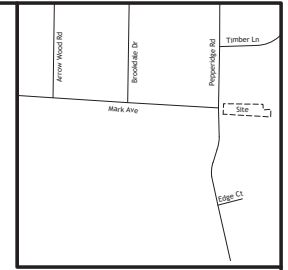
Notes:

1. This project is not located within a special flood hazard area per NCFRIS.
Map #: 371077600J Effective Date: 1/2/2008
2. Area calculated by coordinate geometry.
3. All lines surveyed by Survey Carolina, PLLC are indicated by bold lines. All lines not surveyed by Survey Carolina, PLLC are indicated by dashed lines.
4. No attempt was made by this survey to locate all underground utilities nor any other easements that would be revealed by a title search.

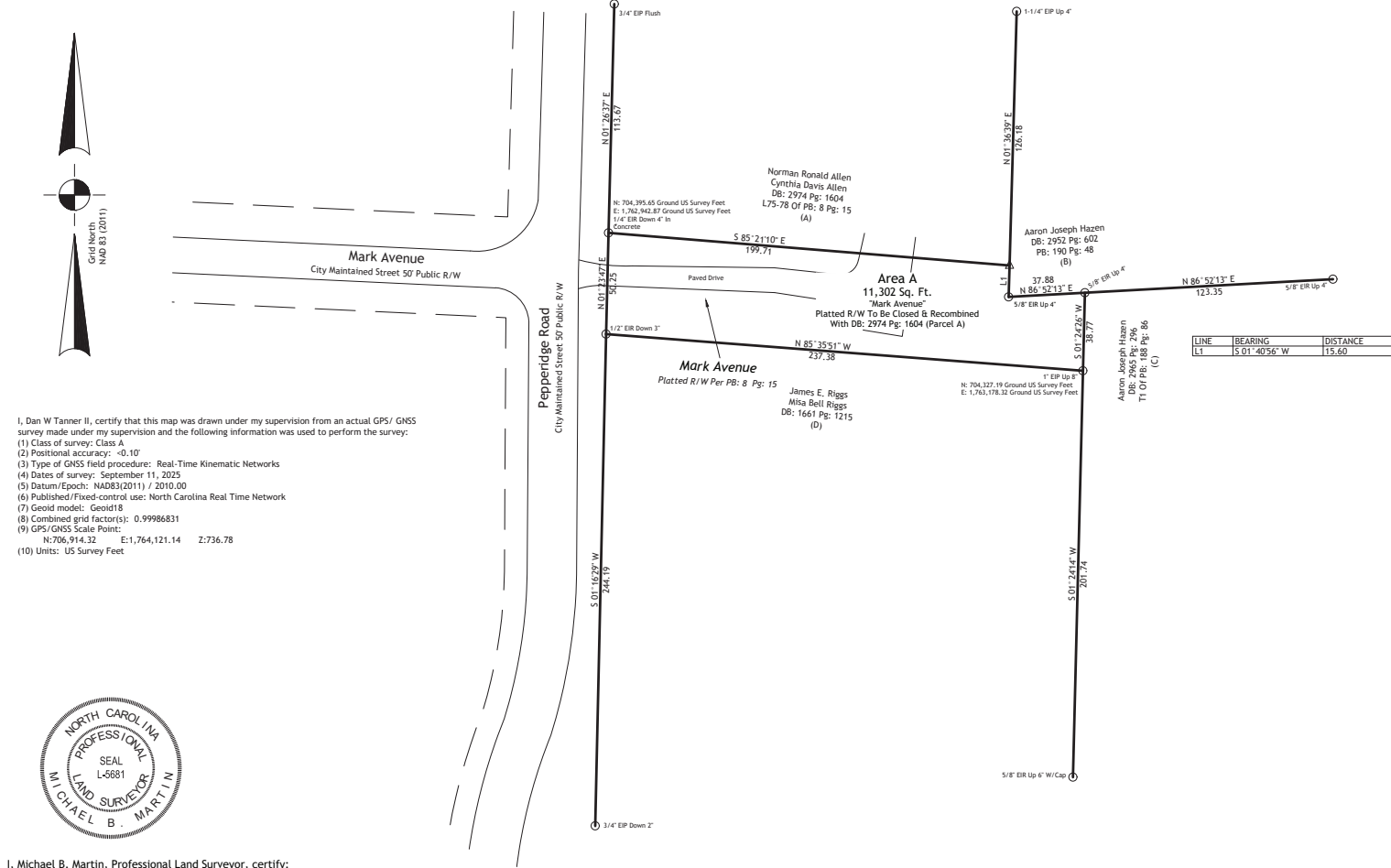
STATE OF NORTH CAROLINA

I, _____ Review Officer of Randolph County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Date _____ Review Officer _____



Location Map
(Not to Scale)



I, Dan W Tanner II, certify that this map was drawn under my supervision from an actual GPS/ GNSS survey made under my supervision and the following information was used to perform the survey:

- (1) Class of survey: Class A
- (2) Positional accuracy: <0.10'
- (3) Type of GNSS field procedure: Real-Time Kinematic Networks
- (4) Dates of survey: September 11, 2025
- (5) Datum/Epoch: NAD83(2011) / 2010.00
- (6) Published/Fixed-control use: North Carolina Real Time Network
- (7) Geoid model: Geoid18
- (8) Combined grid factor(s): 0.99986831
- (9) GPS/GNSS Scale Point:
N: 706,914.32 E: 1,764,121.14 Z: 736.78
- (10) Units: US Survey Feet



I, Michael B. Martin, Professional Land Surveyor, certify:

In accordance with NC General Statute 47-30(f)11d
That the survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exemption or exception to the definition of subdivision.

I, Michael B. Martin, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in:

Plat Book 188, page 86;

that the boundaries not surveyed are clearly indicated as drawn from information found in Book See, page Notes; that the ratio of precision or positional accuracy as calculated is 1:10000+; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, license number and seal this the 28th day of October, A.D., 2025.

PRELIMINARY PLAT - NOT FOR RECORDATION, CONVEYANCES, OR SALES

Professional Land Surveyor

L-5681

Table of Property Interests

Pursuant to G.S. 160A-299(c) all right, title, and interest in the permanently closed right-of-way shall be vested in the following:

Parcel	PIN	Owner	Signed	Title	Date
A.	7760249368	Norman Ronald Allen & Cynthia Davis Allen	Signed		
B.	7760343519	Aaron Joseph Hazen	Signed		
C.	7760344162	Aaron Joseph Hazen	Signed		
D.	7760249186	James E. Riggs & Misa Bell Riggs	Signed		

Street Closure Survey For:

Mark Avenue

City of Asheboro
Asheboro Township
North Carolina
Plat Book: 188 Pg: 86
Scale: 1" = 40 US Survey Feet
Bar Scale:



SURVEY CAROLINA, PLLC

154 S. Fayetteville St, Suite B, Asheboro, NC 27203
Phone Number: 336 625-8000
Email: mail@surveycarolina.com

Firm #: P-1110
Dan W Tanner II L-4787
© 2025 Survey Carolina, Plc

Drawn By: HRM Checked By: DWT Job #: 14170

MASTER AGREEMENT FOR ON-CALL ENGINEERING SERVICES

This Master Agreement for On-Call Engineering Services (“Agreement”), made as of the ____ - day of _____, 202__, by and between The City of Asheboro, a political subdivision of the State of North Carolina (hereinafter “City”) and Ardurra Group, Inc., an Engineering Firm with a partner or principal registered in North Carolina as a licensed Engineer and with offices located in North Carolina (hereinafter “Firm”).

RECITALS

WHEREAS, City issued a “Request for Qualification” entitled Master Agreement for On-Call Engineering/Planning Services on August 1, 2025 (“RFQ”); and

WHEREAS, Firm responded to such a request with a Qualification statement dated August 28, 2025, and attached to this Agreement as Attachment A; and

WHEREAS, The City has qualified firm to provide professional On-Call Engineering services for the City, at City’s request, and Firm desires to provide such services (basic services)

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: EFFECTIVE DATE AND SCOPE OF SERVICES

- 1.1 The Recitals are incorporated into Agreement. This Agreement shall have a term of approximate three (3) year period anticipated to be January 1, 2026 – December 31, 2028 with the option to extend annually up to two (2) years.

This agreement is for professional engineering services to be provided by the Firm with respect to the Project known as On-Call Engineering Services, located in The City of Asheboro, North Carolina, and generally consisting of planning, regulatory compliance, engineering design, construction administration and management of the City’s infrastructure.

- 1.2 Basic Services shall commence after Effective Date and approval of a fully executed Task Order subject to this Agreement. Basic Services shall be performed in accordance with any schedule contained in Task Order. The Firm shall also provide additional services as may from time-to-time be agreed upon by written amendment to this agreement.
- 1.3 Firm represents and agrees that now and continuing for the term of this Agreement that Firm:
- a) is experienced, qualified, skilled and fully capable of performing Services in a competent and professional manner;
 - b) shall exercise reasonable care and diligence, and shall act in the best interest of the City;
 - c) shall act in accordance with generally accepted standards of Firms practice application to the locality; and shall comply with this Agreement and with all applicable federal, state and local laws, ordinances, codes, rules and regulations;
 - d) possesses all necessary qualifications, licenses and certifications;
 - e) shall perform in a timely manner and in accordance with all dates or schedules required under this Agreement, time being of the essence;
 - f) shall work in good faith with City to meet requirements imposed by the federal or state government or other funding entities if grants or loans are used to fund any portion of Project;

and

- g) the individual(s) signing this Agreement have the right and power to do so and bind

Firm to the obligation set forth herein and such individuals do so personally warrant that they have such authority

ARTICLE 2: RESPONSIBILITIES OF FIRM

2.1 STANDARD OF CARE

- 2.1.1 Firm shall assure that all drawings, specifications, plans, surveys, reports, technical memoranda, testing protocol, designs, electronic databases and other documents and deliverables prepared by Firm are in accordance with all Laws and Regulations.
- 2.1.2 Firm shall be responsible for all errors or omissions in Documents and Deliverables and shall correct at no additional cost to City and all errors, omissions, discrepancies, ambiguities, mistakes or conflicts in the Documents and Deliverables. Firm shall reimburse City for the aggregate cost to City for all errors and premium value of omissions of Firms.
- 2.1.3 In addition to any other damages that might be due to City hereunder in connection with the breach of this Agreement by Firm, Firm shall reimburse City for costs, damages and expenses that are the result of errors, omissions or delays of Firms, including those of Firm's subcontractors.
- 2.1.4 Firm shall expedite and accelerate its efforts as necessary to perform in accordance with this Agreement at no additional cost to City, if City reasonably determines that Firm is behind schedule.

- 2.2 **KEY PERSONNEL AND SUBCONTRACTORS.** No change in Firms personnel or subcontractors designated in the Task Order as those who will provide Services shall be permitted except with the prior written consent of City, which consent shall not be unreasonably withheld. Such replacement personnel and subcontractors shall have the same or higher qualifications and experience as those being substituted. If Firm provides any Services through the use of subcontractors, Firm shall be solely responsible for all subcontractor(s) conduct and performance. Additionally, Firms contracts with subcontractor(s) shall include a provision that, in the event this Agreement is terminated by City, City may take assignment of such contract of Firm with their subcontractor.

- 2.3 **TAXES, PERMITS AND LICENSES.** Unless otherwise provided, Firm is responsible for all applicable taxes and license fees and shall require all licenses and permits required by Laws and Regulations.

ARTICLE 3: COMPENSATION FOR SERVICES

3.1 COMPENSATION FOR BASIC SERVICES

- 3.1.1 Compensation for the Firm's services for each specific Project shall be as set forth in applicable Task Order. Compensation shall be in accordance with the unit rate schedule in Attachment A of this Agreement.
- 3.1.2 Payment shall be made within thirty (30) days of receipt of invoice upon completion of each Task Order.
- 3.1.3 Invoices shall be in form and substance acceptable to the City. In the event the City finds any part of an invoice not to be acceptable, it shall identify to the Firm the part or parts

which are not acceptable and shall pay the part or parts of the invoice, which are acceptable, if any. The City shall have the right to deduct from payments to the Firm any costs or damages incurred, or which may be incurred, by the City as a result of the Firm's failure to perform on any portion of the Task Order.

- 3.2 **COMPENSATION FOR ADDITION SERVICES.** Additional services shall be as set forth in a Written Amendment. Payments for Additional Services that have been properly approved and satisfactorily completed will be made by the City within thirty (30) calendar days of receipt of an invoice that is in form and substance acceptable to the City. In the event the City finds any part of the invoice not to be acceptable, it shall identify to the Firm the part or parts which are not acceptable and shall pay the parts of the invoice which are acceptable, if any. City shall have the right to deduct from payments to Firm any cost or damages incurred, or which may be incurred, by City as a result of Firm's failure to perform any Service, following reasonable notice and opportunity to cure such nonperformance by Firm. Unless otherwise agreed, compensation shall be on a time spent basis at the hourly rate shown in Attachment A.
- 3.3 **ACCOUNTING RECORDS AND OTHER RECORDS.** Accounting records of the Firm's compensation for Services and Additional Services (and Reimbursable Expenses, if permitted under this Agreement) shall be maintained by the Firm in accordance with generally accepted accounting practices and shall be available for inspection and copying by City at mutually convenient times for a period of three (3) years after termination of this Agreement.
- 3.4 **NON-APPROPRIATION.** Payment to Firm for services is expressly conditioned upon availability of funds, and upon the actual receipt of funds, from appropriate revenue sources. If funds are insufficient to meet expected performances hereunder due to non-appropriation or reduction of funds by the source, services to be provided hereunder may be adjusted by the parties, in writing, to conform with the funds which are available. If such adjustment is impractical or would defeat the intent of purpose of this Agreement, same may be terminated accordingly without penalty.

ARTICLE 4: RESPONSIBILITY OF CITY

- 4.1 **COOPERATION AND COORDINATION.** The City may designate a person to as project manager who shall coordinate the project work and who shall be available during working hours as often as may be reasonably required to render decisions within guidelines established by the City Manager. The City shall examine documents submitted by Firm and shall make reasonable efforts to render timely decisions pertaining thereto so as not to unduly delay the orderly progress of Firm's Services.

ARTICLE 5: INSURANCE

- A.1 **INSURANCE.** Firm shall maintain at all times during the term of this Agreement, at the Firm's sole expense the following minimum insurance requirements. Please note, City reserves the right to increase the minimum insurance requirements in a task order in the City determines higher insurance limits are needed based on project value.

I. **Commercial General Liability Insurance**

The Firm shall maintain Commercial General Liability insurance written on an occurrence basis, including coverage for products and completed operations liability, contractual liability, liability from independent contractors, property damage liability, bodily injury liability, and personal injury liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The aggregate limit shall apply separately to each location. The limits may be satisfied by a combination of primary and excess insurance.

II. Business Automobile Insurance

At all times while the Firm's representative is conducting on-site work, the Firm shall maintain Automobile Liability insurance for any owned, hired, rented, or borrowed vehicle with a limit of not less than \$1,000,000 per occurrence for bodily injury and property damage liability. The limit may be satisfied by a combination of primary and excess insurance.

III. Workers Compensation & Employers Liability Insurance.

At all times while the Firm's representatives are conducting on-site work, the Firm shall maintain statutory Workers Compensation insurance in accordance with the laws of North Carolina. The Firm shall also maintain Employers' Liability Insurance with limits of not less than \$500,000 per accident and

\$500,000 each employee for injury by disease.

IV. General Requirements

1. The City of Asheboro shall be named as an additional insured under the Firm's automobile and general liability insurance. In the event of a loss arising out of or related to the Firm's services performed under this Agreement, Firm's Liability insurance shall be primary (pau first) with respect to any other insurance which may be available to the City, regardless of how the "other insurance" provisions may read.
2. The Firm's General Liability, Automobile Liability, and Workers Compensation insurance must contain a waiver of subrogation in favor of the City.
3. The Firm shall be responsible for insuring all of its own personal property, improvements and betterments.
4. All insurance policies put forth to satisfy the above requirements shall be require the insurer to provide a minimum of sixty (60) days' notice to the City of any material change in coverage, cancellation, or non-renewal.
5. All insurance policies put forth to satisfy the above requirements shall be placed with insurance companies licensed to provide insurance in the state of North Carolina. Any deductibles or self-insured retentions in the required insurance shall be subject to approval by the City.
6. Prior to beginning the work, Firm shall provide written evidence of insurance as requested by the City to confirm that these insurance requirements are satisfied. The Firm agrees to provide complete copies of policies if requested. Failure of Firm to provide timely evidence of insurance, or to place coverage with insurance, or to place coverage with insurance companies acceptable to the City, shall be viewed as Firm's delaying performance entitling the City to all appropriate remedies under the law including termination of the contract.

ARTICLE 6: DAMAGES AND REMEDIES

6.1 SERVICES, REIMBURSEMENT AND DEDUCTIONS

6.1.1 Firm shall reimburse City for costs, damages and expenses, including reasonable attorney's fees and expert's fees incurred by City if such costs, damages and expenses are the result of any error, omission or delay of, or failure by Firm to

perform as required by Agreement.

6.1.2 In addition to any other remedies available to the City, the City shall have the right to deduct

from payments to the Firm any costs, damages and expenses, including reasonable attorney's fees, that have been or may be incurred by City as a result of Firm's failure to perform as required by Agreement.

6.2 INDEMNITIES

6.2.1 General Indemnity. To the fullest extent permitted by Laws and Regulations, Firm shall indemnify and hold City, its officers and employees, harmless from and against all claims, cost, charges, civil penalties, fines, losses, liabilities and damages (including but not limited to reasonable professionals' fees and charges and all court or other dispute resolution costs), by whomsoever brought or alleged, arising out of, resulting from, or in connection with (a) any break by Firm or any applicable Law or Regulation, or (c) any other cause resulting from any act by Firm under this Agreement or Written Amendment, but only to the extent caused by any negligence of Firm. This indemnification shall survive the termination of this Agreement.

6.2.2 Intellectual Property Indemnity. To the fullest extent permitted by Laws and Regulations, Firm shall indemnify and hold City, its officers and employees harmless from and against all claims, cost, charges, civil penalties, fines, losses, liabilities and damages (including but not limited to all professionals' fees and charges and all court or arbitration or other dispute resolution costs), by whomever brought or alleged, arising out of or related to infringement of patent rights, copyrights, or other intellectual property rights.

6.3 NON-EXCLUSIVITY OF REMEDIES/NO WAIVER OF REMEDIES. A party's selection of one or more remedies for breach of this Agreement shall not limit that party's right to invoke any other remedy available under this Agreement or by law. No delay, omission or forbearance to exercise any right, power or remedy accruing to a party shall impair any such right, power or remedy or shall be constructed to be a waiver of any break hereof or default hereunder. Every such right, power or remedy may be exercised from time-to-time and as often as deemed expedient.

6.4 WAIVER OF DAMAGES. Firm shall not be entitled to, and hereby waives any monetary claims for, or damages arising from or related to, lost profits, lost business opportunities, unabsorbed overhead or any consequential damages.

ARTICLE: 7 AMENDMENTS TO AGREEMENT

7.1 CHANGES IN THE BASIC SERVICES. Changes in the Basic Services and entitlement to additional compensation or a change in duration or any other term of this Agreement shall be made only by a Written Amendment executed by both parties.

ARTICLE 8: TERMINATION AND SUPENSION

8.1 TERMINATION FOR CONVENIENCE. This Agreement may be terminated without cause by City and for its convenience upon ten (10) days written notice to Firm.

8.2 OTHER TERMINATION. After ten (10) days written notice to the other party of its material breach of the Agreement, this Agreement may be terminated by the noticing party, provided that the other party has not taken all reasonable action to remedy the breach.

8.3 COMPENSATION AFTER TERMINATION

8.3.1 In the event of termination for the convenience of City, Firm shall be paid that portion of its fees and expenses that it has earned to the date of termination, plus five percent (5%) of its Compensation for Basic Services earned to date or of its unearned Compensation for Basic

Services, whichever is less, less any costs or expenses incurred or anticipated to be uncured by City due to errors or omissions of Professional. Upon receiving notice of termination, Firm shall immediately terminate any ongoing Services it is to provide hereunder.

8.3.2. In the event of termination by reason of a material breach of the Agreement by City, Firm shall be entitled to the same compensation as it would have received had City terminated the Agreement for convenience, and Firm expressly agrees that said compensation is fair and appropriate as liquidated damages for any and all cost and damages it might incur as a result of such terminations.

8.3.3 In the event of termination by reason of a material breach of the Agreement by Professional, Firm shall be paid that portion of its fees and expenses that it has earned to the date of termination, less any costs or expenses incurred or anticipated to be incurred by City due to errors or omissions of Firm or by reason of Firm's break of this Agreement.

8.3.4 Should this Agreement be terminated for any reason, City shall nevertheless have the right to require Firm to (a) turn over to City all finished or unfinished Documents and Deliverables and (b) expend such additional effort as may be necessary to provide to the City professionally certified and sealed reports and such other information and materials as may have been accumulated by Firm in the performance of this Agreement, whether completed or in process. If Firm provides such certified and sealed information as outlined above, Firm shall be compensated in accordance with this Agreement.

8.4 SURVIVAL. Termination of this Agreement, for whatever reason, shall not terminate a party's representations and warranties nor nullify and indemnity hereunder.

8.5 SUSPENSION

8.5.1 In the event Firm in writing to suspend, delay or interrupt all or a part of the Services for the convenience of City.

8.5.2 In the event Firm believes that any suspensions, delay or interruption of the Services ordered by the City may require an extension of the duration of Basic Services or an increase in the level of staffing by Professional, it shall so notify City and propose an amendment to Agreement, which shall be effective only upon the written approval of City. In the event the duration of Basic Services is extended or shortened or the level of staffing by Firm is increased or decreased, the Compensation for Basic Services may be equitably adjusted by Written Amendment.

8.5.3 A suspension, delay or interruption of the Services shall not terminate this Agreement; provided, however, that if such suspension, delay or interruption causes a suspension of Services for a period exceeding ninety (90) days, the Compensation for Basic Services may be equitably adjusted by Written Amendment.

ARTICLE 9 OWNERSHIP OF DOCUMENT AND DELIVERABLES

9.1 OWNERSHIP OF DOCUMENTS AND DELIVERABLES. City shall be granted, at no additional cost, ownership of all drawings, specifications, plans, surveys, reports, technical memoranda, testing protocol, designs, electronic databases and other documents or instruments identified as 'deliverables' herein or which, by their nature, are designed to be delivered to City under this Agreement. Firm shall turn over to City in good unaltered condition, documents are described in Section 10.8 or all Deliverables prior to final payment, if not delivered earlier hereunder, or within seven (7) days after termination if the Agreement is terminated for any reason. Firm may retain one set of Deliverables for its records.

9.2 TERMINATION. In the event of termination, for whatever reason, should City use drawings or other Documents or Deliverables for completion of the Project, City shall indemnify and hold firm

harmless from and against any cost, expense, damage or claim arising out of the loss of life, personal injury or damage to tangible property occasioned wholly or in part by any act or omission by City or a Contractor in connection with City's improper use (or misuse) of Documents and Deliverables

- 9.3 OTHER PROJECTS. Documents and Deliverables may be used by City for any reason not related to this Project without additional compensation to the Professional. Such use of Documents and Deliverables by City for other projects shall be at the full risk of and covered by insurance, from and against any costs, expense, damage or claim arising out of the loss of life, personal injury or damage to tangible property occasioned wholly or in part by any act or omission by City, its agents or employees, in connection with City's improper use (or misuse) of Documents and Deliverables.

ARTICLE 10 ADDITIONAL PROVISIONS

- 10.1 DISSEMINATION OF INFORMATION. City takes efforts to assure that accurate information about the City is disseminated such that neither the public trust nor the public's perception of City impartiality is compromised. Professional, mindful of those efforts, agrees that it shall not publicly disseminate any information concerning Services without prior approval of City. Any approval by City may be given with certain stipulations, such as City's participation in the creation of the public product or City's review and the option to refuse ultimate release of the final product should it fail to meet the City's standards and goals. Publicly disseminate means but is not limited to electronic, video, audio, photographic or hard copy materials serving as, in whole or part, advertising, sales promotion, Firm papers or presentations, news releases, articles, or other media products, and/or Firm's business collateral pieces. Notwithstanding the foregoing, the parties agree that Firm may list City as a reference in response to requests for proposal and may identify the City as a customer in presentations to potential customers.
- 10.2 LIMITATIONS ON ASSIGNMENT. Each party binds itself, its successors, permitted assigns and legal representatives to the terms of this Agreement. Neither City nor Firm shall assign or transfer its interest in this Agreement without the written consent of the other GOVERNING LAW. This Agreement and the duties, responsibilities, obligations and rights of respective parties hereunder shall be governed by the laws of the State of North Carolina. Venue for any adversarial proceeding shall be set in The City of Asheville.
- 10.3 DISPUTE RESOLUTION. No services shall be delayed or postponed pending the resolution of any dispute unless City otherwise agrees in writing. Any and all suits or actions to enforce, interpret or seek damages with respect to any provisions of, or the performance or non-performance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in The City of Asheville, North Carolina and it is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions. If and to the extent the project is subject to the dispute resolution requirement of N.C.G.S 143.128(f1), then the Firm shall participate in the City's dispute resolution process which shall be considered part of Basic Services unless specifically agreed otherwise herein.
- 10.4 EXTENT OF AGREEMENT. This Agreement represents the entire and integrated agreement between City and Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by Written Amendment.
- 10.5 SEVERABILITY. If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provision.
- 10.6 E-VERIFY. Firm shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Firm utilizes a subcontractor, Firm shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
- 10.7 PROTOCOL FOR DOCUMENTS AND DELIVERABLES. Firm shall provide all documents and deliverable in electronic form to the City in read-only MS-Windows compatible format (including either screen readable .pdf or HTML formats). All drawings shall be CAD generated and shall be

provided on electronic media downloadable onto and AutoCAD based system. In order to meet US Justice Department standards for Internet accessibility, all Deliverables (draft and final) intended for presentation on the City's Web site must be provided in a manner and format compatible, consistent, and in compliance with all City technology standards. Such material must be provided in screen readable PDF and HTML versions, be screen-reader friendly and contain alternate text tags of no more than 34 characters. In the event that Firm notices any errors in electronic data provided to the City under this Agreement, Firm shall immediately notify City, and if Firm provided such electronic data, Firm shall immediately replace same with correct versions thereof.

- 10.8 NOTICE. Whenever any provision of this Agreement requires the giving of written notice, it will be deemed to have been validly given if (i) delivered in person to the Project Manager, if to the City, or to the Project Manager, or equivalent position, or officer/member of the entity that is the Professional, or to the Professional, or (ii) if delivered at or sent by a nationally recognized overnight courier service or overnight express main or registered or certified mail, postage prepaid, to the City's or Firm's address. The date of said notice shall be the date of such delivery or mailing.

The notice address for the City shall be:

City of Asheboro
146 N Church St
PO Box 1106
Asheboro, NC 27204-1106

The notice address for the Firm shall be:

Ardurra Group, Inc.

1213 W. Morehead St., Ste 300

Charlotte, NC 28208

Attn: Brian L. Tripp

- 10.9 GIFT AND FAVORS. Firm shall become aware of and comply with laws related to gifts and favors, conflicts of interest and the like, including G.S. §14-234, G.S. §133-1, and G.S. §133-32.
- 10.10 PUBLIC RECORDS. Firm acknowledges that records made or received in connection with the transaction of public business are public records and subject to public records requests. City may provide copies of such records, including copyrighted records, in response to public record requests, except that, upon request of and indemnification by Professional, the City will not disclose records that meet all of the requirements of a trade secret as set forth in N.C.G.S. 66-152, that are specifically designated as a "trade secret" or "confidential" at the time of initial disclosure by contractor, and that are otherwise entitled to protection under N.C.G.S. 132-1.2(a)
- 10.11 RESOLVING DISCREPANCIES. Except as otherwise stated in the Agreement, the provisions of the Agreement take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Agreement and the Attachments and the provisions of any standard, specification, manual, code or instruction of any technical society, organization or association (collectively 'Other Standards'), provided that if any of the Other Standards impose a more stringent standard or obligation upon Firm than in the Agreement, the other Standard shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of this Agreement and the Other Standard.

IN WITNESS WHEREOF, Firm and City, being duly authorized, have caused these presents to be signed
in their names as of the day and year first above written.

THE CITY OF ASHEBORO

Ardurra Group, Inc



Brian L. Tripp, PE, BCEE
Water Carolinas Practice Director

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

Date: _____
Deborah P. Reaves
Finance Officer

MASTER AGREEMENT FOR ON-CALL ENGINEERING SERVICES

This Master Agreement for On-Call Engineering Services (“Agreement”), made as of the ____ - day of _____, 202__, by and between The City of Asheboro, a political subdivision of the State of North Carolina (hereinafter “City”) and HDR Engineering, Inc. of the Carolinas, an Engineering Firm with a partner or principal registered in North Carolina as a licensed Engineer and with offices located in North Carolina (hereinafter “Firm”).

RECITALS

WHEREAS, City issued a “Request for Qualification” entitled Master Agreement for On-Call Engineering/Planning Services on August 1, 2025 (“RFQ”); and

WHEREAS, Firm responded to such a request with a Qualification statement dated August 28, 2025, and attached to this Agreement as Attachment A; and

WHEREAS, The City has qualified firm to provide professional On-Call Engineering services for the City, at City’s request, and Firm desires to provide such services (basic services)

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: EFFECTIVE DATE AND SCOPE OF SERVICES

- 1.1 The Recitals are incorporated into Agreement. This Agreement shall have a term of approximate three (3) year period anticipated to be January 1, 2026 – December 31, 2028 with the option to extend annually up to two (2) years.

This agreement is for professional engineering services to be provided by the Firm with respect to the Project known as On-Call Engineering Services, located in The City of Asheboro, North Carolina, and generally consisting of planning, regulatory compliance, engineering design, construction administration and management of the City’s infrastructure.

- 1.2 Basic Services shall commence after Effective Date and approval of a fully executed Task Order subject to this Agreement. Basic Services shall be performed in accordance with any schedule contained in Task Order. The Firm shall also provide additional services as may from time-to-time be agreed upon by written amendment to this agreement.
- 1.3 Firm represents and agrees that now and continuing for the term of this Agreement that Firm:
- a) is experienced, qualified, skilled and fully capable of performing Services in a competent and professional manner;
 - b) shall exercise reasonable care and diligence, and shall act in the best interest of the City;
 - c) shall act in accordance with generally accepted standards of Firms practice application to the locality; and shall comply with this Agreement and with all applicable federal, state and local laws, ordinances, codes, rules and regulations;
 - d) possesses all necessary qualifications, licenses and certifications;
 - e) shall perform in a timely manner and in accordance with all dates or schedules required under this Agreement, time being of the essence;
 - f) shall work in good faith with City to meet requirements imposed by the federal or state government or other funding entities if grants or loans are used to fund any portion of Project;

and

- g) the individual(s) signing this Agreement have the right and power to do so and bind

Firm to the obligation set forth herein and such individuals do so personally warrant that they have such authority

ARTICLE 2: RESPONSIBILITIES OF FIRM

2.1 STANDARD OF CARE

- 2.1.1 Firm shall assure that all drawings, specifications, plans, surveys, reports, technical memoranda, testing protocol, designs, electronic databases and other documents and deliverables prepared by Firm are in accordance with all Laws and Regulations.
- 2.1.2 Firm shall be responsible for all errors or omissions in Documents and Deliverables and shall correct at no additional cost to City and all errors, omissions, discrepancies, ambiguities, mistakes or conflicts in the Documents and Deliverables. Firm shall reimburse City for the aggregate cost to City for all errors and premium value of omissions of Firms.
- 2.1.3 In addition to any other damages that might be due to City hereunder in connection with the breach of this Agreement by Firm, Firm shall reimburse City for costs, damages and expenses that are the result of errors, omissions or delays of Firms, including those of Firm's subcontractors.
- 2.1.4 Firm shall expedite and accelerate its efforts as necessary to perform in accordance with this Agreement at no additional cost to City, if City reasonably determines that Firm is behind schedule.

- 2.2 **KEY PERSONNEL AND SUBCONTRACTORS.** No change in Firms personnel or subcontractors designated in the Task Order as those who will provide Services shall be permitted except with the prior written consent of City, which consent shall not be unreasonably withheld. Such replacement personnel and subcontractors shall have the same or higher qualifications and experience as those being substituted. If Firm provides any Services through the use of subcontractors, Firm shall be solely responsible for all subcontractor(s) conduct and performance. Additionally, Firms contracts with subcontractor(s) shall include a provision that, in the event this Agreement is terminated by City, City may take assignment of such contract of Firm with their subcontractor.

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which are not acceptable and shall pay the part or parts of the invoice, which are acceptable, if any. The City shall have the right to deduct from payments to the Firm any costs or damages incurred, or which may be incurred, by the City as a result of the Firm's failure to perform on any portion of the Task Order.

- 3.2 **COMPENSATION FOR ADDITION SERVICES.** Additional services shall be as set forth in a Written Amendment. Payments for Additional Services that have been properly approved and satisfactorily completed will be made by the City within thirty (30) calendar days of receipt of an invoice that is in form and substance acceptable to the City. In the event the City finds any part of the invoice not to be acceptable, it shall identify to the Firm the part or parts which are not acceptable and shall pay the parts of the invoice which are acceptable, if any. City shall have the right to deduct from payments to Firm any cost or damages incurred, or which may be incurred, by City as a result of Firm's failure to perform any Service, following reasonable notice and opportunity to cure such nonperformance by Firm. Unless otherwise agreed, compensation shall be on a time spent basis at the hourly rate shown in Attachment A.
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At all times while the Firm's representative is conducting on-site work, the Firm shall maintain Automobile Liability insurance for any owned, hired, rented, or borrowed vehicle with a limit of not less than \$1,000,000 per occurrence for bodily injury and property damage liability. The limit may be satisfied by a combination of primary and excess insurance.

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At all times while the Firm's representatives are conducting on-site work, the Firm shall maintain statutory Workers Compensation insurance in accordance with the laws of North Carolina. The Firm shall also maintain Employers' Liability Insurance with limits of not less than \$500,000 per accident and

\$500,000 each employee for injury by disease.

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1. The City of Asheboro shall be named as an additional insured under the Firm's automobile and general liability insurance. In the event of a loss arising out of or related to the Firm's services performed under this Agreement, Firm's Liability insurance shall be primary (pau first) with respect to any other insurance which may be available to the City, regardless of how the "other insurance" provisions may read.
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3. The Firm shall be responsible for insuring all of its own personal property, improvements and betterments.
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5. All insurance policies put forth to satisfy the above requirements shall be placed with insurance companies licensed to provide insurance in the state of North Carolina. Any deductibles or self-insured retentions in the required insurance shall be subject to approval by the City.
6. Prior to beginning the work, Firm shall provide written evidence of insurance as requested by the City to confirm that these insurance requirements are satisfied. The Firm agrees to provide complete copies of policies if requested. Failure of Firm to provide timely evidence of insurance, or to place coverage with insurance, or to place coverage with insurance companies acceptable to the City, shall be viewed as Firm's delaying performance entitling the City to all appropriate remedies under the law including termination of the contract.

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6.1 SERVICES, REIMBURSEMENT AND DEDUCTIONS

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perform as required by Agreement.

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from payments to the Firm any costs, damages and expenses, including reasonable attorney's fees, that have been or may be incurred by City as a result of Firm's failure to perform as required by Agreement.

6.2 INDEMNITIES

6.2.1 General Indemnity. To the fullest extent permitted by Laws and Regulations, Firm shall indemnify and hold City, its officers and employees, harmless from and against all claims, cost, charges, civil penalties, fines, losses, liabilities and damages (including but not limited to reasonable professionals' fees and charges and all court or other dispute resolution costs), by whomsoever brought or alleged, arising out of, resulting from, or in connection with (a) any break by Firm or any applicable Law or Regulation, or (c) any other cause resulting from any act by Firm under this Agreement or Written Amendment, but only to the extent caused by any negligence of Firm. This indemnification shall survive the termination of this Agreement.

6.2.2 Intellectual Property Indemnity. To the fullest extent permitted by Laws and Regulations, Firm shall indemnify and hold City, its officers and employees harmless from and against all claims, cost, charges, civil penalties, fines, losses, liabilities and damages (including but not limited to all professionals' fees and charges and all court or arbitration or other dispute resolution costs), by whomever brought or alleged, arising out of or related to infringement of patent rights, copyrights, or other intellectual property rights.

6.3 NON-EXCLUSIVITY OF REMEDIES/NO WAIVER OF REMEDIES. A party's selection of one or more remedies for breach of this Agreement shall not limit that party's right to invoke any other remedy available under this Agreement or by law. No delay, omission or forbearance to exercise any right, power or remedy accruing to a party shall impair any such right, power or remedy or shall be constructed to be a waiver of any break hereof or default hereunder. Every such right, power or remedy may be exercised from time-to-time and as often as deemed expedient.

6.4 WAIVER OF DAMAGES. Firm shall not be entitled to, and hereby waives any monetary claims for, or damages arising from or related to, lost profits, lost business opportunities, unabsorbed overhead or any consequential damages.

ARTICLE: 7 AMENDMENTS TO AGREEMENT

7.1 CHANGES IN THE BASIC SERVICES. Changes in the Basic Services and entitlement to additional compensation or a change in duration or any other term of this Agreement shall be made only by a Written Amendment executed by both parties.

ARTICLE 8: TERMINATION AND SUPENSION

8.1 TERMINATION FOR CONVENIENCE. This Agreement may be terminated without cause by City and for its convenience upon ten (10) days written notice to Firm.

8.2 OTHER TERMINATION. After ten (10) days written notice to the other party of its material breach of the Agreement, this Agreement may be terminated by the noticing party, provided that the other party has not taken all reasonable action to remedy the breach.

8.3 COMPENSATION AFTER TERMINATION

8.3.1 In the event of termination for the convenience of City, Firm shall be paid that portion of its fees and expenses that it has earned to the date of termination, plus five percent (5%) of its Compensation for Basic Services earned to date or of its unearned Compensation for Basic

Services, whichever is less, less any costs or expenses incurred or anticipated to be uncured by City due to errors or omissions of Professional. Upon receiving notice of termination, Firm shall immediately terminate any ongoing Services it is to provide hereunder.

8.3.2. In the event of termination by reason of a material breach of the Agreement by City, Firm shall be entitled to the same compensation as it would have received had City terminated the Agreement for convenience, and Firm expressly agrees that said compensation is fair and appropriate as liquidated damages for any and all cost and damages it might incur as a result of such terminations.

8.3.3 In the event of termination by reason of a material breach of the Agreement by Professional, Firm shall be paid that portion of its fees and expenses that it has earned to the date of termination, less any costs or expenses incurred or anticipated to be incurred by City due to errors or omissions of Firm or by reason of Firm's break of this Agreement.

8.3.4 Should this Agreement be terminated for any reason, City shall nevertheless have the right to require Firm to (a) turn over to City all finished or unfinished Documents and Deliverables and (b) expend such additional effort as may be necessary to provide to the City professionally certified and sealed reports and such other information and materials as may have been accumulated by Firm in the performance of this Agreement, whether completed or in process. If Firm provides such certified and sealed information as outlined above, Firm shall be compensated in accordance with this Agreement.

8.4 SURVIVAL. Termination of this Agreement, for whatever reason, shall not terminate a party's representations and warranties nor nullify and indemnity hereunder.

8.5 SUSPENSION

8.5.1 In the even Firm in writing to suspend, delay or interrupt all or a part of the Services for the convenience of City.

8.5.2 In the event Firm believes that any suspensions, delay or interruption of the Services ordered by the City may require an extension of the duration of Basic Services or an increase in the level of staffing by Professional, it shall so notify City and propose an amendment to Agreement, which shall be effective only upon the written approval of City. In the event the duration of Basic Services is extended or shortened or the level of staffing by Firm is increased or decreased, the Compensation for Basic Services may be equitably adjusted by Written Amendment.

8.5.3 A suspension, delay or interruption of the Services shall not terminate this Agreement; provided, however, that if such suspension, delay or interruption causes a suspension of Services for a period exceeding ninety (90) days, the Compensation for Basic Services may be equitably adjusted by Written Amendment.

ARTICLE 9 OWNERSHIP OF DOCUMENT AND DELIVERABLES

9.1 OWNERSHIP OF DOCUMENTS AND DELIVERABLES. City shall be granted, at no additional cost, ownership of all drawings, specifications, plans, surveys, reports, technical memoranda, testing protocol, designs, electronic databases and other documents or instruments identified as 'deliverables' herein or which, by their nature, are designed to be delivered to City under this Agreement. Firm shall turn over to City in good unaltered condition, documents are described in Section 10.8 or all Deliverables prior to final payment, if not delivered earlier hereunder, or within seven (7) days after termination if the Agreement is terminated for any reason. Firm may retain one set of Deliverables for its records.

9.2 TERMINATION. In the event of termination, for whatever reason, should City use drawings or other Documents or Deliverables for completion of the Project, City shall indemnify and hold firm

harmless from and against any cost, expense, damage or claim arising out of the loss of life, personal injury or damage to tangible property occasioned wholly or in part by any act or omission by City or a Contractor in connection with City's improper use (or misuse) of Documents and Deliverables

- 9.3 OTHER PROJECTS. Documents and Deliverables may be used by City for any reason not related to this Project without additional compensation to the Professional. Such use of Documents and Deliverables by City for other projects shall be at the full risk of and covered by insurance, from and against any costs, expense, damage or claim arising out of the loss of life, personal injury or damage to tangible property occasioned wholly or in part by any act or omission by City, its agents or employees, in connection with City's improper use (or misuse) of Documents and Deliverables.

ARTICLE 10 ADDITIONAL PROVISIONS

- 10.1 DISSEMINATION OF INFORMATION. City takes efforts to assure that accurate information about the City is disseminates such that neither the public trust not the public' perception of City impartiality is compromised. Professional, mindful of those efforts, agrees that it shall not publicly disseminate any information concerning Services without prior approval of City. Any approval by City may be given with certain stipulations, such as City's participation in the creation of the public product or City's review and the option to refuse ultimate release of the final product should it fail to meet the City's standards and goals. Publicly disseminate means but is not limited to electronic, video, audio, photographic or hard copy materials serving as, in whole or part, advertising, sales promotion, Firm papers or presentations, news releases, articles, or other media products, and/or Firm's business collateral pieces. Notwithstanding the foregoing, the parties agree that Firm may list City as a reference in response to requests for proposal and may identify the City as a customer in presentations to potential customers.
- 10.2 LIMITATIONS ON ASSIGNMENT. Each party binds itself, its successors, permitted assigns and legal representatives to the terms of this Agreement. Neither City nor Firm shall assign or transfer its interest in this Agreement without the written consent of the other GOVERNING LAW. This Agreement and the duties, responsibilities, obligations and rights or respective parties hereunder shall be governed by the laws of the State of North Carolina. Venue for any adversarial proceeding shall be set in The City of Asheboro.
- 10.3 DISPUTE RESOLUTION. No services shall be delayed or postponed pending the resolution of any dispute unless City otherwise agrees in writing. Any and all suits or actions to enforce, interpret or seek damages with respect to any provisions of, or the performance or non-performance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in The City of Asheboro, North Carolina and it is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions. If and to the extent the project is subject to the dispute resolution requirement of N.C.G.S 143.128(f1), then the Firm shall participate in the City's dispute resolution process which shall be considered part of Basic Services unless specifically agreed otherwise herein.
- 10.4 EXTENT OF AGREEMENT. This Agreement represents the entire and integrated agreement between City and Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by Written Amendment.
- 10.5 SEVERABILITY. If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provision.
- 10.6 E-VERIFY. Firm shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Firm utilities a subcontractor, Firm shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
- 10.7 PROTOCOL FOR DOCUMENTS AND DELIVERABLES. Firm shall provide all documents and deliverable in electronic form to the City in read-only MS-Windows compatible format (including either screen readable .pdf or HTML formats). All drawings shall be CAD generated and shall be

provided on electronic media downloadable onto and AutoCAD based system. In order to meet US Justice Department standards for Internet accessibility, all Deliverables (draft and final) intended for presentation on the City's Web site must be provided in a manner and format compatible, consistent, and in compliance with all City technology standards. Such material must be provided in screen readable PDF and HTML versions, be screen-reader friendly and contain alternate text tags of no more than 34 characters. In the event that Firm notices any errors in electronic data provided to the City under this Agreement, Firm shall immediately notify City, and if Firm provided such electronic data, Firm shall immediately replace same with correct versions thereof.

- 10.8 NOTICE. Whenever any provision of this Agreement requires the giving of written notice, it will be deemed to have been validly given if (i) delivered in person to the Project Manager, if to the City, or to the Project Manager, or equivalent position, or officer/member of the entity that is the Professional, or to the Professional, or (ii) if delivered at or sent by a nationally recognized overnight courier service or overnight express main or registered or certified mail, postage prepaid, to the City's or Firm's address. The date of said notice shall be the date of such delivery or mailing.

The notice address for the City shall be:

City of Asheboro
146 N Church St
PO Box 1106
Asheboro, NC 27204-1106

The notice address for the Firm shall be:

HDR, Inc.
100 N. Main Street
Suite 1500
Winston-Salem, NC 27101

- 10.9 GIFT AND FAVORS. Firm shall become aware of and comply with laws related to gifts and favors, conflicts of interest and the like, including G.S. §14-234, G.S. §133-1, and G.S. §133-32.
- 10.10 PUBLIC RECORDS. Firm acknowledges that records made or received in connection with the transaction of public business are public records and subject to public records requests. City may provide copies of such records, including copyrighted records, in response to public record requests, except that, upon request of and indemnification by Professional, the City will not disclose records that meet all of the requirements of a trade secret as set forth in N.C.G.S. 66-152, that are specifically designated as a "trade secret" or "confidential" at the time of initial disclosure by contractor, and that are otherwise entitled to protection under N.C.G.S. 132-1.2(a)
- 10.11 RESOLVING DISCREPANCIES. Except as otherwise stated in the Agreement, the provisions of the Agreement take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Agreement and the Attachments and the provisions of any standard, specification, manual, code or instruction of any technical society, organization or association (collectively 'Other Standards'), provided that if any of the Other Standards impose a more stringent standard or obligation upon Firm than in the Agreement, the other Standard shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of this Agreement and the Other Standard.

IN WITNESS WHEREOF, Firm and City, being duly authorized, have caused these presents to be signed
in their names as of the day and year first above written.

THE CITY OF ASHEBORO

HDR ENGINEERING, INC. OF THE CAROLINAS



Jonathan R Henderson

Senior Vice President

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

Date: _____

Deborah P. Reaves
Finance Officer

MASTER AGREEMENT FOR ON-CALL ENGINEERING SERVICES

This Master Agreement for On-Call Engineering Services (“Agreement”), made as of the ____ - day of _____, 202__, by and between The City of Asheboro, a political subdivision of the State of North Carolina (hereinafter “City”) and _____, an Engineering Firm with a partner or principal registered in North Carolina as a licensed Engineer and with offices located in North Carolina (hereinafter “Firm”).

RECITALS

WHEREAS, City issued a “Request for Qualification” entitled Master Agreement for On-Call Engineering/Planning Services on August 1, 2025 (“RFQ”); and

WHEREAS, Firm responded to such a request with a Qualification statement dated August 28, 2025, and attached to this Agreement as Attachment A; and

WHEREAS, The City has qualified firm to provide professional On-Call Engineering services for the City, at City’s request, and Firm desires to provide such services (basic services)

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: EFFECTIVE DATE AND SCOPE OF SERVICES

- 1.1 The Recitals are incorporated into Agreement. This Agreement shall have a term of approximate three (3) year period anticipated to be January 1, 2026 – December 31, 2028 with the option to extend annually up to two (2) years.

This agreement is for professional engineering services to be provided by the Firm with respect to the Project known as On-Call Engineering Services, located in The City of Asheboro, North Carolina, and generally consisting of planning, regulatory compliance, engineering design, construction administration and management of the City’s infrastructure.

- 1.2 Basic Services shall commence after Effective Date and approval of a fully executed Task Order subject to this Agreement. Basic Services shall be performed in accordance with any schedule contained in Task Order. The Firm shall also provide additional services as may from time-to-time be agreed upon by written amendment to this agreement.
- 1.3 Firm represents and agrees that now and continuing for the term of this Agreement that Firm:
- a) is experienced, qualified, skilled and fully capable of performing Services in a competent and professional manner;
 - b) shall exercise reasonable care and diligence, and shall act in the best interest of the City;
 - c) shall act in accordance with generally accepted standards of Firms practice application to the locality; and shall comply with this Agreement and with all applicable federal, state and local laws, ordinances, codes, rules and regulations;
 - d) possesses all necessary qualifications, licenses and certifications;
 - e) shall perform in a timely manner and in accordance with all dates or schedules required under this Agreement, time being of the essence;
 - f) shall work in good faith with City to meet requirements imposed by the federal or state government or other funding entities if grants or loans are used to fund any portion of Project;

and

- g) the individual(s) signing this Agreement have the right and power to do so and bind

Firm to the obligation set forth herein and such individuals do so personally warrant that they have such authority

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from payments to the Firm any costs, damages and expenses, including reasonable attorney's fees, that have been or may be incurred by City as a result of Firm's failure to perform as required by Agreement.

6.2 INDEMNITIES

6.2.1 General Indemnity. To the fullest extent permitted by Laws and Regulations, Firm shall indemnify and hold City, its officers and employees, harmless from and against all claims, cost, charges, civil penalties, fines, losses, liabilities and damages (including but not limited to reasonable professionals' fees and charges and all court or other dispute resolution costs), by whomsoever brought or alleged, arising out of, resulting from, or in connection with (a) any break by Firm or any applicable Law or Regulation, or (c) any other cause resulting from any act by Firm under this Agreement or Written Amendment, but only to the extent caused by any negligence of Firm. This indemnification shall survive the termination of this Agreement.

6.2.2 Intellectual Property Indemnity. To the fullest extent permitted by Laws and Regulations, Firm shall indemnify and hold City, its officers and employees harmless from and against all claims, cost, charges, civil penalties, fines, losses, liabilities and damages (including but not limited to all professionals' fees and charges and all court or arbitration or other dispute resolution costs), by whomever brought or alleged, arising out of or related to infringement of patent rights, copyrights, or other intellectual property rights.

6.3 NON-EXCLUSIVITY OF REMEDIES/NO WAIVER OF REMEDIES. A party's selection of one or more remedies for breach of this Agreement shall not limit that party's right to invoke any other remedy available under this Agreement or by law. No delay, omission or forbearance to exercise any right, power or remedy accruing to a party shall impair any such right, power or remedy or shall be constructed to be a waiver of any break hereof or default hereunder. Every such right, power or remedy may be exercised from time-to-time and as often as deemed expedient.

6.4 WAIVER OF DAMAGES. Firm shall not be entitled to, and hereby waives any monetary claims for, or damages arising from or related to, lost profits, lost business opportunities, unabsorbed overhead or any consequential damages.

ARTICLE: 7 AMENDMENTS TO AGREEMENT

7.1 CHANGES IN THE BASIC SERVICES. Changes in the Basic Services and entitlement to additional compensation or a change in duration or any other term of this Agreement shall be made only by a Written Amendment executed by both parties.

ARTICLE 8: TERMINATION AND SUPENSION

8.1 TERMINATION FOR CONVENIENCE. This Agreement may be terminated without cause by City and for its convenience upon ten (10) days written notice to Firm.

8.2 OTHER TERMINATION. After ten (10) days written notice to the other party of its material breach of the Agreement, this Agreement may be terminated by the noticing party, provided that the other party has not taken all reasonable action to remedy the breach.

8.3 COMPENSATION AFTER TERMINATION

8.3.1 In the event of termination for the convenience of City, Firm shall be paid that portion of its fees and expenses that it has earned to the date of termination, plus five percent (5%) of its Compensation for Basic Services earned to date or of its unearned Compensation for Basic

Services, whichever is less, less any costs or expenses incurred or anticipated to be uncured by City due to errors or omissions of Professional. Upon receiving notice of termination, Firm shall immediately terminate any ongoing Services it is to provide hereunder.

8.3.2. In the event of termination by reason of a material breach of the Agreement by City, Firm shall be entitled to the same compensation as it would have received had City terminated the Agreement for convenience, and Firm expressly agrees that said compensation is fair and appropriate as liquidated damages for any and all cost and damages it might incur as a result of such terminations.

8.3.3 In the event of termination by reason of a material breach of the Agreement by Professional, Firm shall be paid that portion of its fees and expenses that it has earned to the date of termination, less any costs or expenses incurred or anticipated to be incurred by City due to errors or omissions of Firm or by reason of Firm's break of this Agreement.

8.3.4 Should this Agreement be terminated for any reason, City shall nevertheless have the right to require Firm to (a) turn over to City all finished or unfinished Documents and Deliverables and (b) expend such additional effort as may be necessary to provide to the City professionally certified and sealed reports and such other information and materials as may have been accumulated by Firm in the performance of this Agreement, whether completed or in process. If Firm provides such certified and sealed information as outlined above, Firm shall be compensated in accordance with this Agreement.

8.4 SURVIVAL. Termination of this Agreement, for whatever reason, shall not terminate a party's representations and warranties nor nullify and indemnity hereunder.

8.5 SUSPENSION

8.5.1 In the event Firm in writing to suspend, delay or interrupt all or a part of the Services for the convenience of City.

8.5.2 In the event Firm believes that any suspensions, delay or interruption of the Services ordered by the City may require an extension of the duration of Basic Services or an increase in the level of staffing by Professional, it shall so notify City and propose an amendment to Agreement, which shall be effective only upon the written approval of City. In the event the duration of Basic Services is extended or shortened or the level of staffing by Firm is increased or decreased, the Compensation for Basic Services may be equitably adjusted by Written Amendment.

8.5.3 A suspension, delay or interruption of the Services shall not terminate this Agreement; provided, however, that if such suspension, delay or interruption causes a suspension of Services for a period exceeding ninety (90) days, the Compensation for Basic Services may be equitably adjusted by Written Amendment.

ARTICLE 9 OWNERSHIP OF DOCUMENT AND DELIVERABLES

9.1 OWNERSHIP OF DOCUMENTS AND DELIVERABLES. City shall be granted, at no additional cost, ownership of all drawings, specifications, plans, surveys, reports, technical memoranda, testing protocol, designs, electronic databases and other documents or instruments identified as 'deliverables' herein or which, by their nature, are designed to be delivered to City under this Agreement. Firm shall turn over to City in good unaltered condition, documents are described in Section 10.8 or all Deliverables prior to final payment, if not delivered earlier hereunder, or within seven (7) days after termination if the Agreement is terminated for any reason. Firm may retain one set of Deliverables for its records.

9.2 TERMINATION. In the event of termination, for whatever reason, should City use drawings or other Documents or Deliverables for completion of the Project, City shall indemnify and hold firm

harmless from and against any cost, expense, damage or claim arising out of the loss of life, personal injury or damage to tangible property occasioned wholly or in part by any act or omission by City or a Contractor in connection with City's improper use (or misuse) of Documents and Deliverables

- 9.3 OTHER PROJECTS. Documents and Deliverables may be used by City for any reason not related to this Project without additional compensation to the Professional. Such use of Documents and Deliverables by City for other projects shall be at the full risk of and covered by insurance, from and against any costs, expense, damage or claim arising out of the loss of life, personal injury or damage to tangible property occasioned wholly or in part by any act or omission by City, its agents or employees, in connection with City's improper use (or misuse) of Documents and Deliverables.

ARTICLE 10 ADDITIONAL PROVISIONS

- 10.1 DISSEMINATION OF INFORMATION. City takes efforts to assure that accurate information about the City is disseminated such that neither the public trust nor the public's perception of City impartiality is compromised. Professional, mindful of those efforts, agrees that it shall not publicly disseminate any information concerning Services without prior approval of City. Any approval by City may be given with certain stipulations, such as City's participation in the creation of the public product or City's review and the option to refuse ultimate release of the final product should it fail to meet the City's standards and goals. Publicly disseminate means but is not limited to electronic, video, audio, photographic or hard copy materials serving as, in whole or part, advertising, sales promotion, Firm papers or presentations, news releases, articles, or other media products, and/or Firm's business collateral pieces. Notwithstanding the foregoing, the parties agree that Firm may list City as a reference in response to requests for proposal and may identify the City as a customer in presentations to potential customers.
- 10.2 LIMITATIONS ON ASSIGNMENT. Each party binds itself, its successors, permitted assigns and legal representatives to the terms of this Agreement. Neither City nor Firm shall assign or transfer its interest in this Agreement without the written consent of the other GOVERNING LAW. This Agreement and the duties, responsibilities, obligations and rights of respective parties hereunder shall be governed by the laws of the State of North Carolina. Venue for any adversarial proceeding shall be set in The City of Asheville.
- 10.3 DISPUTE RESOLUTION. No services shall be delayed or postponed pending the resolution of any dispute unless City otherwise agrees in writing. Any and all suits or actions to enforce, interpret or seek damages with respect to any provisions of, or the performance or non-performance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in The City of Asheville, North Carolina and it is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions. If and to the extent the project is subject to the dispute resolution requirement of N.C.G.S 143.128(f1), then the Firm shall participate in the City's dispute resolution process which shall be considered part of Basic Services unless specifically agreed otherwise herein.
- 10.4 EXTENT OF AGREEMENT. This Agreement represents the entire and integrated agreement between City and Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by Written Amendment.
- 10.5 SEVERABILITY. If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provision.
- 10.6 E-VERIFY. Firm shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Firm utilizes a subcontractor, Firm shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
- 10.7 PROTOCOL FOR DOCUMENTS AND DELIVERABLES. Firm shall provide all documents and deliverable in electronic form to the City in read-only MS-Windows compatible format (including either screen readable .pdf or HTML formats). All drawings shall be CAD generated and shall be

provided on electronic media downloadable onto and AutoCAD based system. In order to meet US Justice Department standards for Internet accessibility, all Deliverables (draft and final) intended for presentation on the City's Web site must be provided in a manner and format compatible, consistent, and in compliance with all City technology standards. Such material must be provided in screen readable PDF and HTML versions, be screen-reader friendly and contain alternate text tags of no more than 34 characters. In the event that Firm notices any errors in electronic data provided to the City under this Agreement, Firm shall immediately notify City, and if Firm provided such electronic data, Firm shall immediately replace same with correct versions thereof.

- 10.8 NOTICE. Whenever any provision of this Agreement requires the giving of written notice, it will be deemed to have been validly given if (i) delivered in person to the Project Manager, if to the City, or to the Project Manager, or equivalent position, or officer/member of the entity that is the Professional, or to the Professional, or (ii) if delivered at or sent by a nationally recognized overnight courier service or overnight express main or registered or certified mail, postage prepaid, to the City's or Firm's address. The date of said notice shall be the date of such delivery or mailing.

The notice address for the City shall be:

City of Asheboro
146 N Church St
PO Box 1106
Asheboro, NC 27204-1106

The notice address for the Firm shall be:

Hazen and Sawyer

Attn: Aaron Babson, PE, Associate Vice President

804 Green Valley Road, Suite 206

Greensboro, NC 27408

- 10.9 GIFT AND FAVORS. Firm shall become aware of and comply with laws related to gifts and favors, conflicts of interest and the like, including G.S. §14-234, G.S. §133-1, and G.S. §133-32.
- 10.10 PUBLIC RECORDS. Firm acknowledges that records made or received in connection with the transaction of public business are public records and subject to public records requests. City may provide copies of such records, including copyrighted records, in response to public record requests, except that, upon request of and indemnification by Professional, the City will not disclose records that meet all of the requirements of a trade secret as set forth in N.C.G.S. 66-152, that are specifically designated as a "trade secret" or "confidential" at the time of initial disclosure by contractor, and that are otherwise entitled to protection under N.C.G.S. 132-1.2(a)
- 10.11 RESOLVING DISCREPANCIES. Except as otherwise stated in the Agreement, the provisions of the Agreement take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Agreement and the Attachments and the provisions of any standard, specification, manual, code or instruction of any technical society, organization or association (collectively 'Other Standards'), provided that if any of the Other Standards impose a more stringent standard or obligation upon Firm than in the Agreement, the other Standard shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of this Agreement and the Other Standard.

IN WITNESS WHEREOF, Firm and City, being duly authorized, have caused these presents to be signed
in their names as of the day and year first above written.

THE CITY OF ASHEBORO

FIRM Hazen and Sawyer, DPC



12/23/25

AARON D. BARSON
ASSOCIATE VICE PRESIDENT

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

Date: _____
Deborah P. Reaves
Finance Officer

MASTER AGREEMENT FOR ON-CALL ENGINEERING SERVICES

This Master Agreement for On-Call Engineering Services (“Agreement”), made as of the ____ - day of _____, 202__, by and between The City of Asheboro, a political subdivision of the State of North Carolina (hereinafter “City”) and _____, an Engineering Firm with a partner or principal registered in North Carolina as a licensed Engineer and with offices located in North Carolina (hereinafter “Firm”).

RECITALS

WHEREAS, City issued a “Request for Qualification” entitled Master Agreement for On-Call Engineering/Planning Services on August 1, 2025 (“RFQ”); and

WHEREAS, Firm responded to such a request with a Qualification statement dated August 28, 2025, and attached to this Agreement as Attachment A; and

WHEREAS, The City has qualified firm to provide professional On-Call Engineering services for the City, at City’s request, and Firm desires to provide such services (basic services)

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: EFFECTIVE DATE AND SCOPE OF SERVICES

- 1.1 The Recitals are incorporated into Agreement. This Agreement shall have a term of approximate three (3) year period anticipated to be January 1, 2026 – December 31, 2028 with the option to extend annually up to two (2) years.

This agreement is for professional engineering services to be provided by the Firm with respect to the Project known as On-Call Engineering Services, located in The City of Asheboro, North Carolina, and generally consisting of planning, regulatory compliance, engineering design, construction administration and management of the City’s infrastructure.

- 1.2 Basic Services shall commence after Effective Date and approval of a fully executed Task Order subject to this Agreement. Basic Services shall be performed in accordance with any schedule contained in Task Order. The Firm shall also provide additional services as may from time-to-time be agreed upon by written amendment to this agreement.
- 1.3 Firm represents and agrees that now and continuing for the term of this Agreement that Firm:
- a) is experienced, qualified, skilled and fully capable of performing Services in a competent and professional manner;
 - b) shall exercise reasonable care and diligence, and shall act in the best interest of the City;
 - c) shall act in accordance with generally accepted standards of Firms practice application to the locality; and shall comply with this Agreement and with all applicable federal, state and local laws, ordinances, codes, rules and regulations;
 - d) possesses all necessary qualifications, licenses and certifications;
 - e) shall perform in a timely manner and in accordance with all dates or schedules required under this Agreement, time being of the essence;
 - f) shall work in good faith with City to meet requirements imposed by the federal or state government or other funding entities if grants or loans are used to fund any portion of Project;

and

- g) the individual(s) signing this Agreement have the right and power to do so and bind

Firm to the obligation set forth herein and such individuals do so personally warrant that they have such authority

ARTICLE 2: RESPONSIBILITIES OF FIRM

2.1 STANDARD OF CARE

- 2.1.1 Firm shall assure that all drawings, specifications, plans, surveys, reports, technical memoranda, testing protocol, designs, electronic databases and other documents and deliverables prepared by Firm are in accordance with all Laws and Regulations.
- 2.1.2 Firm shall be responsible for all errors or omissions in Documents and Deliverables and shall correct at no additional cost to City and all errors, omissions, discrepancies, ambiguities, mistakes or conflicts in the Documents and Deliverables. Firm shall reimburse City for the aggregate cost to City for all errors and premium value of omissions of Firms.
- 2.1.3 In addition to any other damages that might be due to City hereunder in connection with the breach of this Agreement by Firm, Firm shall reimburse City for costs, damages and expenses that are the result of errors, omissions or delays of Firms, including those of Firm's subcontractors.
- 2.1.4 Firm shall expedite and accelerate its efforts as necessary to perform in accordance with this Agreement at no additional cost to City, if City reasonably determines that Firm is behind schedule.

- 2.2 **KEY PERSONNEL AND SUBCONTRACTORS.** No change in Firms personnel or subcontractors designated in the Task Order as those who will provide Services shall be permitted except with the prior written consent of City, which consent shall not be unreasonably withheld. Such replacement personnel and subcontractors shall have the same or higher qualifications and experience as those being substituted. If Firm provides any Services through the use of subcontractors, Firm shall be solely responsible for all subcontractor(s) conduct and performance. Additionally, Firms contracts with subcontractor(s) shall include a provision that, in the event this Agreement is terminated by City, City may take assignment of such contract of Firm with their subcontractor.

- 2.3 **TAXES, PERMITS AND LICENSES.** Unless otherwise provided, Firm is responsible for all applicable taxes and license fees and shall require all licenses and permits required by Laws and Regulations.

ARTICLE 3: COMPENSATION FOR SERVICES

3.1 COMPENSATION FOR BASIC SERVICES

- 3.1.1 Compensation for the Firm's services for each specific Project shall be as set forth in applicable Task Order. Compensation shall be in accordance with the unit rate schedule in Attachment A of this Agreement.
- 3.1.2 Payment shall be made within thirty (30) days of receipt of invoice upon completion of each Task Order.
- 3.1.3 Invoices shall be in form and substance acceptable to the City. In the event the City finds any part of an invoice not to be acceptable, it shall identify to the Firm the part or parts

which are not acceptable and shall pay the part or parts of the invoice, which are acceptable, if any. The City shall have the right to deduct from payments to the Firm any costs or damages incurred, or which may be incurred, by the City as a result of the Firm's failure to perform on any portion of the Task Order.

- 3.2 **COMPENSATION FOR ADDITION SERVICES.** Additional services shall be as set forth in a Written Amendment. Payments for Additional Services that have been properly approved and satisfactorily completed will be made by the City within thirty (30) calendar days of receipt of an invoice that is in form and substance acceptable to the City. In the event the City finds any part of the invoice not to be acceptable, it shall identify to the Firm the part or parts which are not acceptable and shall pay the parts of the invoice which are acceptable, if any. City shall have the right to deduct from payments to Firm any cost or damages incurred, or which may be incurred, by City as a result of Firm's failure to perform any Service, following reasonable notice and opportunity to cure such nonperformance by Firm. Unless otherwise agreed, compensation shall be on a time spent basis at the hourly rate shown in Attachment A.
- 3.3 **ACCOUNTING RECORDS AND OTHER RECORDS.** Accounting records of the Firm's compensation for Services and Additional Services (and Reimbursable Expenses, if permitted under this Agreement) shall be maintained by the Firm in accordance with generally accepted accounting practices and shall be available for inspection and copying by City at mutually convenient times for a period of three (3) years after termination of this Agreement.
- 3.4 **NON-APPROPRIATION.** Payment to Firm for services is expressly conditioned upon availability of funds, and upon the actual receipt of funds, from appropriate revenue sources. If funds are insufficient to meet expected performances hereunder due to non-appropriation or reduction of funds by the source, services to be provided hereunder may be adjusted by the parties, in writing, to conform with the funds which are available. If such adjustment is impractical or would defeat the intent of purpose of this Agreement, same may be terminated accordingly without penalty.

ARTICLE 4: RESPONSIBILITY OF CITY

- 4.1 **COOPERATION AND COORDINATION.** The City may designate a person to as project manager who shall coordinate the project work and who shall be available during working hours as often as may be reasonably required to render decisions within guidelines established by the City Manager. The City shall examine documents submitted by Firm and shall make reasonable efforts to render timely decisions pertaining thereto so as not to unduly delay the orderly progress of Firm's Services.

ARTICLE 5: INSURANCE

- A.1 **INSURANCE.** Firm shall maintain at all times during the term of this Agreement, at the Firm's sole expense the following minimum insurance requirements. Please note, City reserves the right to increase the minimum insurance requirements in a task order in the City determines higher insurance limits are needed based on project value.

I. **Commercial General Liability Insurance**

The Firm shall maintain Commercial General Liability insurance written on an occurrence basis, including coverage for products and completed operations liability, contractual liability, liability from independent contractors, property damage liability, bodily injury liability, and personal injury liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The aggregate limit shall apply separately to each location. The limits may be satisfied by a combination of primary and excess insurance.

II. Business Automobile Insurance

At all times while the Firm's representative is conducting on-site work, the Firm shall maintain Automobile Liability insurance for any owned, hired, rented, or borrowed vehicle with a limit of not less than \$1,000,000 per occurrence for bodily injury and property damage liability. The limit may be satisfied by a combination of primary and excess insurance.

III. Workers Compensation & Employers Liability Insurance.

At all times while the Firm's representatives are conducting on-site work, the Firm shall maintain statutory Workers Compensation insurance in accordance with the laws of North Carolina. The Firm shall also maintain Employers' Liability Insurance with limits of not less than \$500,000 per accident and

\$500,000 each employee for injury by disease.

IV. General Requirements

1. The City of Asheboro shall be named as an additional insured under the Firm's automobile and general liability insurance. In the event of a loss arising out of or related to the Firm's services performed under this Agreement, Firm's Liability insurance shall be primary (pau first) with respect to any other insurance which may be available to the City, regardless of how the "other insurance" provisions may read.
2. The Firm's General Liability, Automobile Liability, and Workers Compensation insurance must contain a waiver of subrogation in favor of the City.
3. The Firm shall be responsible for insuring all of its own personal property, improvements and betterments.
4. All insurance policies put forth to satisfy the above requirements shall be require the insurer to provide a minimum of sixty (60) days' notice to the City of any material change in coverage, cancellation, or non-renewal.
5. All insurance policies put forth to satisfy the above requirements shall be placed with insurance companies licensed to provide insurance in the state of North Carolina. Any deductibles or self-insured retentions in the required insurance shall be subject to approval by the City.
6. Prior to beginning the work, Firm shall provide written evidence of insurance as requested by the City to confirm that these insurance requirements are satisfied. The Firm agrees to provide complete copies of policies if requested. Failure of Firm to provide timely evidence of insurance, or to place coverage with insurance, or to place coverage with insurance companies acceptable to the City, shall be viewed as Firm's delaying performance entitling the City to all appropriate remedies under the law including termination of the contract.

ARTICLE 6: DAMAGES AND REMEDIES

6.1 SERVICES, REIMBURSEMENT AND DEDUCTIONS

6.1.1 Firm shall reimburse City for costs, damages and expenses, including reasonable attorney's fees and expert's fees incurred by City if such costs, damages and expenses are the result of any error, omission or delay of, or failure by Firm to

perform as required by Agreement.

6.1.2 In addition to any other remedies available to the City, the City shall have the right to deduct

from payments to the Firm any costs, damages and expenses, including reasonable attorney's fees, that have been or may be incurred by City as a result of Firm's failure to perform as required by Agreement.

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6.2.1 General Indemnity. To the fullest extent permitted by Laws and Regulations, Firm shall indemnify and hold City, its officers and employees, harmless from and against all claims, cost, charges, civil penalties, fines, losses, liabilities and damages (including but not limited to reasonable professionals' fees and charges and all court or other dispute resolution costs), by whomsoever brought or alleged, arising out of, resulting from, or in connection with (a) any break by Firm or any applicable Law or Regulation, or (c) any other cause resulting from any act by Firm under this Agreement or Written Amendment, but only to the extent caused by any negligence of Firm. This indemnification shall survive the termination of this Agreement.

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- 10.2 LIMITATIONS ON ASSIGNMENT. Each party binds itself, its successors, permitted assigns and legal representatives to the terms of this Agreement. Neither City nor Firm shall assign or transfer its interest in this Agreement without the written consent of the other GOVERNING LAW. This Agreement and the duties, responsibilities, obligations and rights of respective parties hereunder shall be governed by the laws of the State of North Carolina. Venue for any adversarial proceeding shall be set in The City of Asheville.
- 10.3 DISPUTE RESOLUTION. No services shall be delayed or postponed pending the resolution of any dispute unless City otherwise agrees in writing. Any and all suits or actions to enforce, interpret or seek damages with respect to any provisions of, or the performance or non-performance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in The City of Asheville, North Carolina and it is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions. If and to the extent the project is subject to the dispute resolution requirement of N.C.G.S 143.128(f1), then the Firm shall participate in the City's dispute resolution process which shall be considered part of Basic Services unless specifically agreed otherwise herein.
- 10.4 EXTENT OF AGREEMENT. This Agreement represents the entire and integrated agreement between City and Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by Written Amendment.
- 10.5 SEVERABILITY. If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provision.
- 10.6 E-VERIFY. Firm shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Firm utilizes a subcontractor, Firm shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
- 10.7 PROTOCOL FOR DOCUMENTS AND DELIVERABLES. Firm shall provide all documents and deliverable in electronic form to the City in read-only MS-Windows compatible format (including either screen readable .pdf or HTML formats). All drawings shall be CAD generated and shall be

provided on electronic media downloadable onto and AutoCAD based system. In order to meet US Justice Department standards for Internet accessibility, all Deliverables (draft and final) intended for presentation on the City's Web site must be provided in a manner and format compatible, consistent, and in compliance with all City technology standards. Such material must be provided in screen readable PDF and HTML versions, be screen-reader friendly and contain alternate text tags of no more than 34 characters. In the event that Firm notices any errors in electronic data provided to the City under this Agreement, Firm shall immediately notify City, and if Firm provided such electronic data, Firm shall immediately replace same with correct versions thereof.

- 10.8 NOTICE. Whenever any provision of this Agreement requires the giving of written notice, it will be deemed to have been validly given if (i) delivered in person to the Project Manager, if to the City, or to the Project Manager, or equivalent position, or officer/member of the entity that is the Professional, or to the Professional, or (ii) if delivered at or sent by a nationally recognized overnight courier service or overnight express main or registered or certified mail, postage prepaid, to the City's or Firm's address. The date of said notice shall be the date of such delivery or mailing.

The notice address for the City shall be:

City of Asheboro
146 N Church St
PO Box 1106
Asheboro, NC 27204-1106

The notice address for the Firm shall be:

115 MacKenan Drive

Cary, NC 27511

- 10.9 GIFT AND FAVORS. Firm shall become aware of and comply with laws related to gifts and favors, conflicts of interest and the like, including G.S. §14-234, G.S. §133-1, and G.S. §133-32.
- 10.10 PUBLIC RECORDS. Firm acknowledges that records made or received in connection with the transaction of public business are public records and subject to public records requests. City may provide copies of such records, including copyrighted records, in response to public record requests, except that, upon request of and indemnification by Professional, the City will not disclose records that meet all of the requirements of a trade secret as set forth in N.C.G.S. 66-152, that are specifically designated as a "trade secret" or "confidential" at the time of initial disclosure by contractor, and that are otherwise entitled to protection under N.C.G.S. 132-1.2(a)
- 10.11 RESOLVING DISCREPANCIES. Except as otherwise stated in the Agreement, the provisions of the Agreement take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Agreement and the Attachments and the provisions of any standard, specification, manual, code or instruction of any technical society, organization or association (collectively 'Other Standards'), provided that if any of the Other Standards impose a more stringent standard or obligation upon Firm than in the Agreement, the other Standard shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of this Agreement and the Other Standard.

IN WITNESS WHEREOF, Firm and City, being duly authorized, have caused these presents to be signed
in their names as of the day and year first above written.

THE CITY OF ASHEBORO

FIRM

Glynn Fleming, PE CFM
Practice Area Lead, Utilities

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

Date: _____
Deborah P. Reaves
Finance Officer

MASTER AGREEMENT FOR ON-CALL ENGINEERING SERVICES

This Master Agreement for On-Call Engineering Services (“Agreement”), made as of the 7 - day of January, 2026, by and between The City of Asheboro, a political subdivision of the State of North Carolina (hereinafter “City”) and Freese and Nichols, Inc., an Engineering Firm with a partner or principal registered in North Carolina as a licensed Engineer and with offices located in North Carolina (hereinafter “Firm”).

RECITALS

WHEREAS, City issued a “Request for Qualification” entitled Master Agreement for On-Call Engineering/Planning Services on August 1, 2025 (“RFQ”); and

WHEREAS, Firm responded to such a request with a Qualification statement dated August 28, 2025, and attached to this Agreement as Attachment A; and

WHEREAS, The City has qualified firm to provide professional On-Call Engineering services for the City, at City’s request, and Firm desires to provide such services (basic services)

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: EFFECTIVE DATE AND SCOPE OF SERVICES

- 1.1 The Recitals are incorporated into Agreement. This Agreement shall have a term of approximate three (3) year period anticipated to be January 1, 2026 – December 31, 2028 with the option to extend annually up to two (2) years.

This agreement is for professional engineering services to be provided by the Firm with respect to the Project known as On-Call Engineering Services, located in The City of Asheboro, North Carolina, and generally consisting of planning, regulatory compliance, engineering design, construction administration and management of the City’s infrastructure.

- 1.2 Basic Services shall commence after Effective Date and approval of a fully executed Task Order subject to this Agreement. Basic Services shall be performed in accordance with any schedule contained in Task Order. The Firm shall also provide additional services as may from time-to-time be agreed upon by written amendment to this agreement.
- 1.3 Firm represents and agrees that now and continuing for the term of this Agreement that Firm:
- a) is experienced, qualified, skilled and fully capable of performing Services in a competent and professional manner;
 - b) shall exercise reasonable care and diligence, and shall act in the best interest of the City;
 - c) shall act in accordance with generally accepted standards of Firms practice application to the locality; and shall comply with this Agreement and with all applicable federal, state and local laws, ordinances, codes, rules and regulations;
 - d) possesses all necessary qualifications, licenses and certifications;
 - e) shall perform in a timely manner and in accordance with all dates or schedules required under this Agreement, time being of the essence;
 - f) shall work in good faith with City to meet requirements imposed by the federal or state government or other funding entities if grants or loans are used to fund any portion of Project;

and

- g) the individual(s) signing this Agreement have the right and power to do so and bind

Firm to the obligation set forth herein and such individuals do so personally warrant that they have such authority

ARTICLE 2: RESPONSIBILITIES OF FIRM

2.1 STANDARD OF CARE

- 2.1.1 Firm shall assure that all drawings, specifications, plans, surveys, reports, technical memoranda, testing protocol, designs, electronic databases and other documents and deliverables prepared by Firm are in accordance with all Laws and Regulations.
- 2.1.2 Firm shall be responsible for all errors or omissions in Documents and Deliverables and shall correct at no additional cost to City and all errors, omissions, discrepancies, ambiguities, mistakes or conflicts in the Documents and Deliverables. Firm shall reimburse City for the aggregate cost to City for all errors and premium value of omissions of Firms.
- 2.1.3 In addition to any other damages that might be due to City hereunder in connection with the breach of this Agreement by Firm, Firm shall reimburse City for costs, damages and expenses that are the result of errors, omissions or delays of Firms, including those of Firm's subcontractors.
- 2.1.4 Firm shall expedite and accelerate its efforts as necessary to perform in accordance with this Agreement at no additional cost to City, if City reasonably determines that Firm is behind schedule.

- 2.2 **KEY PERSONNEL AND SUBCONTRACTORS.** No change in Firms personnel or subcontractors designated in the Task Order as those who will provide Services shall be permitted except with the prior written consent of City, which consent shall not be unreasonably withheld. Such replacement personnel and subcontractors shall have the same or higher qualifications and experience as those being substituted. If Firm provides any Services through the use of subcontractors, Firm shall be solely responsible for all subcontractor(s) conduct and performance. Additionally, Firms contracts with subcontractor(s) shall include a provision that, in the event this Agreement is terminated by City, City may take assignment of such contract of Firm with their subcontractor.

- 2.3 **TAXES, PERMITS AND LICENSES.** Unless otherwise provided, Firm is responsible for all applicable taxes and license fees and shall require all licenses and permits required by Laws and Regulations.

ARTICLE 3: COMPENSATION FOR SERVICES

3.1 COMPENSATION FOR BASIC SERVICES

- 3.1.1 Compensation for the Firm's services for each specific Project shall be as set forth in applicable Task Order. Compensation shall be in accordance with the unit rate schedule in Attachment A of this Agreement.
- 3.1.2 Payment shall be made within thirty (30) days of receipt of invoice upon completion of each Task Order.
- 3.1.3 Invoices shall be in form and substance acceptable to the City. In the event the City finds any part of an invoice not to be acceptable, it shall identify to the Firm the part or parts

which are not acceptable and shall pay the part or parts of the invoice, which are acceptable, if any. The City shall have the right to deduct from payments to the Firm any costs or damages incurred, or which may be incurred, by the City as a result of the Firm's failure to perform on any portion of the Task Order.

- 3.2 **COMPENSATION FOR ADDITION SERVICES.** Additional services shall be as set forth in a Written Amendment. Payments for Additional Services that have been properly approved and satisfactorily completed will be made by the City within thirty (30) calendar days of receipt of an invoice that is in form and substance acceptable to the City. In the event the City finds any part of the invoice not to be acceptable, it shall identify to the Firm the part or parts which are not acceptable and shall pay the parts of the invoice which are acceptable, if any. City shall have the right to deduct from payments to Firm any cost or damages incurred, or which may be incurred, by City as a result of Firm's failure to perform any Service, following reasonable notice and opportunity to cure such nonperformance by Firm. Unless otherwise agreed, compensation shall be on a time spent basis at the hourly rate shown in Attachment A.
- 3.3 **ACCOUNTING RECORDS AND OTHER RECORDS.** Accounting records of the Firm's compensation for Services and Additional Services (and Reimbursable Expenses, if permitted under this Agreement) shall be maintained by the Firm in accordance with generally accepted accounting practices and shall be available for inspection and copying by City at mutually convenient times for a period of three (3) years after termination of this Agreement.
- 3.4 **NON-APPROPRIATION.** Payment to Firm for services is expressly conditioned upon availability of funds, and upon the actual receipt of funds, from appropriate revenue sources. If funds are insufficient to meet expected performances hereunder due to non-appropriation or reduction of funds by the source, services to be provided hereunder may be adjusted by the parties, in writing, to conform with the funds which are available. If such adjustment is impractical or would defeat the intent of purpose of this Agreement, same may be terminated accordingly without penalty.

ARTICLE 4: RESPONSIBILITY OF CITY

- 4.1 **COOPERATION AND COORDINATION.** The City may designate a person to as project manager who shall coordinate the project work and who shall be available during working hours as often as may be reasonably required to render decisions within guidelines established by the City Manager. The City shall examine documents submitted by Firm and shall make reasonable efforts to render timely decisions pertaining thereto so as not to unduly delay the orderly progress of Firm's Services.

ARTICLE 5: INSURANCE

- A.1 **INSURANCE.** Firm shall maintain at all times during the term of this Agreement, at the Firm's sole expense the following minimum insurance requirements. Please note, City reserves the right to increase the minimum insurance requirements in a task order in the City determines higher insurance limits are needed based on project value.

I. **Commercial General Liability Insurance**

The Firm shall maintain Commercial General Liability insurance written on an occurrence basis, including coverage for products and completed operations liability, contractual liability, liability from independent contractors, property damage liability, bodily injury liability, and personal injury liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The aggregate limit shall apply separately to each location. The limits may be satisfied by a combination of primary and excess insurance.

II. Business Automobile Insurance

At all times while the Firm's representative is conducting on-site work, the Firm shall maintain Automobile Liability insurance for any owned, hired, rented, or borrowed vehicle with a limit of not less than \$1,000,000 per occurrence for bodily injury and property damage liability. The limit may be satisfied by a combination of primary and excess insurance.

III. Workers Compensation & Employers Liability Insurance.

At all times while the Firm's representatives are conducting on-site work, the Firm shall maintain statutory Workers Compensation insurance in accordance with the laws of North Carolina. The Firm shall also maintain Employers' Liability Insurance with limits of not less than \$500,000 per accident and

\$500,000 each employee for injury by disease.

IV. General Requirements

1. The City of Asheboro shall be named as an additional insured under the Firm's automobile and general liability insurance. In the event of a loss arising out of or related to the Firm's services performed under this Agreement, Firm's Liability insurance shall be primary (pau first) with respect to any other insurance which may be available to the City, regardless of how the "other insurance" provisions may read.
2. The Firm's General Liability, Automobile Liability, and Workers Compensation insurance must contain a waiver of subrogation in favor of the City.
3. The Firm shall be responsible for insuring all of its own personal property, improvements and betterments.
4. All insurance policies put forth to satisfy the above requirements shall be require the insurer to provide a minimum of sixty (60) days' notice to the City of any material change in coverage, cancellation, or non-renewal.
5. All insurance policies put forth to satisfy the above requirements shall be placed with insurance companies licensed to provide insurance in the state of North Carolina. Any deductibles or self-insured retentions in the required insurance shall be subject to approval by the City.
6. Prior to beginning the work, Firm shall provide written evidence of insurance as requested by the City to confirm that these insurance requirements are satisfied. The Firm agrees to provide complete copies of policies if requested. Failure of Firm to provide timely evidence of insurance, or to place coverage with insurance, or to place coverage with insurance companies acceptable to the City, shall be viewed as Firm's delaying performance entitling the City to all appropriate remedies under the law including termination of the contract.

ARTICLE 6: DAMAGES AND REMEDIES

6.1 SERVICES, REIMBURSEMENT AND DEDUCTIONS

- 6.1.1 Firm shall reimburse City for costs, damages and expenses, including reasonable attorney's fees and expert's fees incurred by City if such costs, damages and expenses are the result of any error, omission or delay of, or failure by Firm to

perform as required by Agreement.

- 6.1.2 In addition to any other remedies available to the City, the City shall have the right to deduct

from payments to the Firm any costs, damages and expenses, including reasonable attorney's fees, that have been or may be incurred by City as a result of Firm's failure to perform as required by Agreement.

6.2 INDEMNITIES

6.2.1 General Indemnity. To the fullest extent permitted by Laws and Regulations, Firm shall indemnify and hold City, its officers and employees, harmless from and against all claims, cost, charges, civil penalties, fines, losses, liabilities and damages (including but not limited to reasonable professionals' fees and charges and all court or other dispute resolution costs), by whomsoever brought or alleged, arising out of, resulting from, or in connection with (a) any break by Firm or any applicable Law or Regulation, or (c) any other cause resulting from any act by Firm under this Agreement or Written Amendment, but only to the extent caused by any negligence of Firm. This indemnification shall survive the termination of this Agreement.

6.2.2 Intellectual Property Indemnity. To the fullest extent permitted by Laws and Regulations, Firm shall indemnify and hold City, its officers and employees harmless from and against all claims, cost, charges, civil penalties, fines, losses, liabilities and damages (including but not limited to all professionals' fees and charges and all court or arbitration or other dispute resolution costs), by whomever brought or alleged, arising out of or related to infringement of patent rights, copyrights, or other intellectual property rights.

6.3 NON-EXCLUSIVITY OF REMEDIES/NO WAIVER OF REMEDIES. A party's selection of one or more remedies for breach of this Agreement shall not limit that party's right to invoke any other remedy available under this Agreement or by law. No delay, omission or forbearance to exercise any right, power or remedy accruing to a party shall impair any such right, power or remedy or shall be constructed to be a waiver of any break hereof or default hereunder. Every such right, power or remedy may be exercised from time-to-time and as often as deemed expedient.

6.4 WAIVER OF DAMAGES. Firm shall not be entitled to, and hereby waives any monetary claims for, or damages arising from or related to, lost profits, lost business opportunities, unabsorbed overhead or any consequential damages.

ARTICLE: 7 AMENDMENTS TO AGREEMENT

7.1 CHANGES IN THE BASIC SERVICES. Changes in the Basic Services and entitlement to additional compensation or a change in duration or any other term of this Agreement shall be made only by a Written Amendment executed by both parties.

ARTICLE 8: TERMINATION AND SUPENSION

8.1 TERMINATION FOR CONVENIENCE. This Agreement may be terminated without cause by City and for its convenience upon ten (10) days written notice to Firm.

8.2 OTHER TERMINATION. After ten (10) days written notice to the other party of its material breach of the Agreement, this Agreement may be terminated by the noticing party, provided that the other party has not taken all reasonable action to remedy the breach.

8.3 COMPENSATION AFTER TERMINATION

8.3.1 In the event of termination for the convenience of City, Firm shall be paid that portion of its fees and expenses that it has earned to the date of termination, plus five percent (5%) of its Compensation for Basic Services earned to date or of its unearned Compensation for Basic

Services, whichever is less, less any costs or expenses incurred or anticipated to be uncured by City due to errors or omissions of Professional. Upon receiving notice of termination, Firm shall immediately terminate any ongoing Services it is to provide hereunder.

8.3.2. In the event of termination by reason of a material breach of the Agreement by City, Firm shall be entitled to the same compensation as it would have received had City terminated the Agreement for convenience, and Firm expressly agrees that said compensation is fair and appropriate as liquidated damages for any and all cost and damages it might incur as a result of such terminations.

8.3.3 In the event of termination by reason of a material breach of the Agreement by Professional, Firm shall be paid that portion of its fees and expenses that it has earned to the date of termination, less any costs or expenses incurred or anticipated to be incurred by City due to errors or omissions of Firm or by reason of Firm's break of this Agreement.

8.3.4 Should this Agreement be terminated for any reason, City shall nevertheless have the right to require Firm to (a) turn over to City all finished or unfinished Documents and Deliverables and (b) expend such additional effort as may be necessary to provide to the City professionally certified and sealed reports and such other information and materials as may have been accumulated by Firm in the performance of this Agreement, whether completed or in process. If Firm provides such certified and sealed information as outlined above, Firm shall be compensated in accordance with this Agreement.

8.4 SURVIVAL. Termination of this Agreement, for whatever reason, shall not terminate a party's representations and warranties nor nullify and indemnity hereunder.

8.5 SUSPENSION

8.5.1 In the event Firm in writing to suspend, delay or interrupt all or a part of the Services for the convenience of City.

8.5.2 In the event Firm believes that any suspensions, delay or interruption of the Services ordered by the City may require an extension of the duration of Basic Services or an increase in the level of staffing by Professional, it shall so notify City and propose an amendment to Agreement, which shall be effective only upon the written approval of City. In the event the duration of Basic Services is extended or shortened or the level of staffing by Firm is increased or decreased, the Compensation for Basic Services may be equitably adjusted by Written Amendment.

8.5.3 A suspension, delay or interruption of the Services shall not terminate this Agreement; provided, however, that if such suspension, delay or interruption causes a suspension of Services for a period exceeding ninety (90) days, the Compensation for Basic Services may be equitably adjusted by Written Amendment.

ARTICLE 9 OWNERSHIP OF DOCUMENT AND DELIVERABLES

9.1 OWNERSHIP OF DOCUMENTS AND DELIVERABLES. City shall be granted, at no additional cost, ownership of all drawings, specifications, plans, surveys, reports, technical memoranda, testing protocol, designs, electronic databases and other documents or instruments identified as 'deliverables' herein or which, by their nature, are designed to be delivered to City under this Agreement. Firm shall turn over to City in good unaltered condition, documents are described in Section 10.8 or all Deliverables prior to final payment, if not delivered earlier hereunder, or within seven (7) days after termination if the Agreement is terminated for any reason. Firm may retain one set of Deliverables for its records.

9.2 TERMINATION. In the event of termination, for whatever reason, should City use drawings or other Documents or Deliverables for completion of the Project, City shall indemnify and hold firm

harmless from and against any cost, expense, damage or claim arising out of the loss of life, personal injury or damage to tangible property occasioned wholly or in part by any act or omission by City or a Contractor in connection with City's improper use (or misuse) of Documents and Deliverables

- 9.3 OTHER PROJECTS. Documents and Deliverables may be used by City for any reason not related to this Project without additional compensation to the Professional. Such use of Documents and Deliverables by City for other projects shall be at the full risk of and covered by insurance, from and against any costs, expense, damage or claim arising out of the loss of life, personal injury or damage to tangible property occasioned wholly or in part by any act or omission by City, its agents or employees, in connection with City's improper use (or misuse) of Documents and Deliverables.

ARTICLE 10 ADDITIONAL PROVISIONS

- 10.1 DISSEMINATION OF INFORMATION. City takes efforts to assure that accurate information about the City is disseminated such that neither the public trust nor the public's perception of City impartiality is compromised. Professional, mindful of those efforts, agrees that it shall not publicly disseminate any information concerning Services without prior approval of City. Any approval by City may be given with certain stipulations, such as City's participation in the creation of the public product or City's review and the option to refuse ultimate release of the final product should it fail to meet the City's standards and goals. Publicly disseminate means but is not limited to electronic, video, audio, photographic or hard copy materials serving as, in whole or part, advertising, sales promotion, Firm papers or presentations, news releases, articles, or other media products, and/or Firm's business collateral pieces. Notwithstanding the foregoing, the parties agree that Firm may list City as a reference in response to requests for proposal and may identify the City as a customer in presentations to potential customers.
- 10.2 LIMITATIONS ON ASSIGNMENT. Each party binds itself, its successors, permitted assigns and legal representatives to the terms of this Agreement. Neither City nor Firm shall assign or transfer its interest in this Agreement without the written consent of the other GOVERNING LAW. This Agreement and the duties, responsibilities, obligations and rights of respective parties hereunder shall be governed by the laws of the State of North Carolina. Venue for any adversarial proceeding shall be set in The City of Asheville.
- 10.3 DISPUTE RESOLUTION. No services shall be delayed or postponed pending the resolution of any dispute unless City otherwise agrees in writing. Any and all suits or actions to enforce, interpret or seek damages with respect to any provisions of, or the performance or non-performance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in The City of Asheville, North Carolina and it is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions. If and to the extent the project is subject to the dispute resolution requirement of N.C.G.S 143.128(f1), then the Firm shall participate in the City's dispute resolution process which shall be considered part of Basic Services unless specifically agreed otherwise herein.
- 10.4 EXTENT OF AGREEMENT. This Agreement represents the entire and integrated agreement between City and Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by Written Amendment.
- 10.5 SEVERABILITY. If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provision.
- 10.6 E-VERIFY. Firm shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Firm utilizes a subcontractor, Firm shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
- 10.7 PROTOCOL FOR DOCUMENTS AND DELIVERABLES. Firm shall provide all documents and deliverable in electronic form to the City in read-only MS-Windows compatible format (including either screen readable .pdf or HTML formats). All drawings shall be CAD generated and shall be

provided on electronic media downloadable onto and AutoCAD based system. In order to meet US Justice Department standards for Internet accessibility, all Deliverables (draft and final) intended for presentation on the City's Web site must be provided in a manner and format compatible, consistent, and in compliance with all City technology standards. Such material must be provided in screen readable PDF and HTML versions, be screen-reader friendly and contain alternate text tags of no more than 34 characters. In the event that Firm notices any errors in electronic data provided to the City under this Agreement, Firm shall immediately notify City, and if Firm provided such electronic data, Firm shall immediately replace same with correct versions thereof.

- 10.8 NOTICE. Whenever any provision of this Agreement requires the giving of written notice, it will be deemed to have been validly given if (i) delivered in person to the Project Manager, if to the City, or to the Project Manager, or equivalent position, or officer/member of the entity that is the Professional, or to the Professional, or (ii) if delivered at or sent by a nationally recognized overnight courier service or overnight express main or registered or certified mail, postage prepaid, to the City's or Firm's address. The date of said notice shall be the date of such delivery or mailing.

The notice address for the City shall be:

City of Asheboro
146 N Church St
PO Box 1106
Asheboro, NC 27204-1106

The notice address for the Firm shall be:

801 Cherry St

Suite 2800

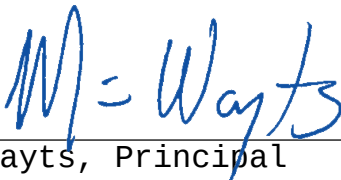
Fort Worth, TX 76102

- 10.9 GIFT AND FAVORS. Firm shall become aware of and comply with laws related to gifts and favors, conflicts of interest and the like, including G.S. §14-234, G.S. §133-1, and G.S. §133-32.
- 10.10 PUBLIC RECORDS. Firm acknowledges that records made or received in connection with the transaction of public business are public records and subject to public records requests. City may provide copies of such records, including copyrighted records, in response to public record requests, except that, upon request of and indemnification by Professional, the City will not disclose records that meet all of the requirements of a trade secret as set forth in N.C.G.S. 66-152, that are specifically designated as a "trade secret" or "confidential" at the time of initial disclosure by contractor, and that are otherwise entitled to protection under N.C.G.S. 132-1.2(a)
- 10.11 RESOLVING DISCREPANCIES. Except as otherwise stated in the Agreement, the provisions of the Agreement take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Agreement and the Attachments and the provisions of any standard, specification, manual, code or instruction of any technical society, organization or association (collectively 'Other Standards'), provided that if any of the Other Standards impose a more stringent standard or obligation upon Firm than in the Agreement, the other Standard shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of this Agreement and the Other Standard.

IN WITNESS WHEREOF, Firm and City, being duly authorized, have caused these presents to be signed in their names as of the day and year first above written.

THE CITY OF ASHEBORO

FIRM



Mike Wayts, Principal

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

Date: _____
Deborah P. Reaves
Finance Officer

ORDINANCE TO AMEND THE WATER AND SEWER FUND FY 2025-2026

WHEREAS, The City of Asheboro wishes to engage professional administrative and consulting services for planning and funding application(s) submittal as requested by the City of Asheboro.

WHEREAS, the estimated retainer for the services and applicable administrative costs, travel and ancillary expenses during the period of January 2026 to June 2026 are estimated at \$18,000.

WHEREAS, currently, the City of Asheboro anticipates the scope of these grant and loan applications to relate to Water and Sewer Fund activities of the City of Asheboro.

WHEREAS, the City of Asheboro wishes to allocate fund balance to pay for these services.

WHEREAS, the City of Asheboro wishes to move uncommitted budgeted funds from the Wastewater Treatment Plant budget to the Water Treatment Plant budget to provide for needed GIS mapping subscription services that was not accounted for in the adopted 2025-2026 budget

WHEREAS, the City of Asheboro desires to amend the 2025-2026 Water and Sewer Fund operating budget to as required by law to adjust for changes in revenues and expenditures in comparison to the current adopted budget.

WHEREAS, the City of Asheboro desires to be following all generally accepted accounting principles, and;

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEBORO, NORTH CAROLINA:

That the following revenue line items are increased:

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
30-000-399.0000	Fund Balance Allocation	\$18,000

That the following expense line items are increased:

<u>Line Item</u>	<u>Description</u>	<u>Increase</u>
30-820-522.0000	Professional Services	\$18,000
30-820-553.0000	Dues and Subscriptions – GIS Software	5,150
30-830-553.0000	Dues and Subscriptions	(5,150)
		\$18,000

Adopted on the 8th day of January 2026.

W. Joseph Trogon Jr., Mayor

ATTEST:

Holly H Doerr, CMC, NCCMC, City Clerk



McAdams & Associates, LLC

**PROPOSAL TO FURNISH
PROFESSIONAL ADMINISTRATIVE AND CONSULTING SERVICES
CITY OF ASHEBORO, NORTH CAROLINA**

This **PROPOSAL** made this 10th day of January, 2026 by and between the CITY OF ASHEBORO, NORTH CAROLINA, hereinafter called the OWNER and MCADAMS AND ASSOCIATES, LLC, hereinafter called the CONSULTANT.

WHEREAS, the CONSULTANT intends to provide Professional Administrative and Consulting Services for planning and funding application(s) submittal, hereinafter called SERVICES, as requested by the Owner; and

WHEREAS, the CONSULTANT agrees to provide professional services as described herein to assist the OWNER in completing the described SERVICES.

NOW, THEREFORE, the OWNER and CONSULTANT, for the consideration hereinafter names, agree as follows:

The CONSULTANT agrees to perform for the OWNER professional services as herein and set forth.

The OWNER agrees to compensate the CONSULTANT for services hereinafter provided.

The CONSULTANT's services shall include the following as requested by OWNER:

1. Project planning, preparation, and submittal of funding applications as eligible and requested by OWNER.
2. Prepare / Present all documents to be approved / adopted by the City Council.
3. Administrative costs, travel, and expenses.
4. Consulting via phone, email, and in person at locations in and outside of the City of Asheboro as requested by OWNER.
5. Funding Administration fees that are reimbursable via awarded Grants and Loans will be billed in addition to the lump sum fee proposed and will be based on the respective agency allowance.

PAYMENT: the OWNER agrees to pay the CONSULTANT for SERVICES noted as follows.

THIRTY THOUSAND DOLLARS (\$30,000) for one year of retainer services payable in equal monthly payments in the amount of \$2,500 by the 10th of each month beginning January 2026.

GOVERNING LAW: This Agreement shall be governed in accordance with laws of the State of North Carolina. All actions relating in any ways in this Agreement shall be brought in the General Court of Justice in Wake County, North Carolina.

The OWNER and CONSULTANT hereby agree to the full performance of the covenants contained herein.

IN WITNESS HEREOF, the CONSULTANT and OWNER have executed this Agreement, the day and the year first above written, which is the effective date of this Agreement.

MCADAMS AND ASSOCIATES, LLC

CITY OF ASHEBORO, NORTH CAROLINA

By: _____
Emily M. Miller, President

By: _____

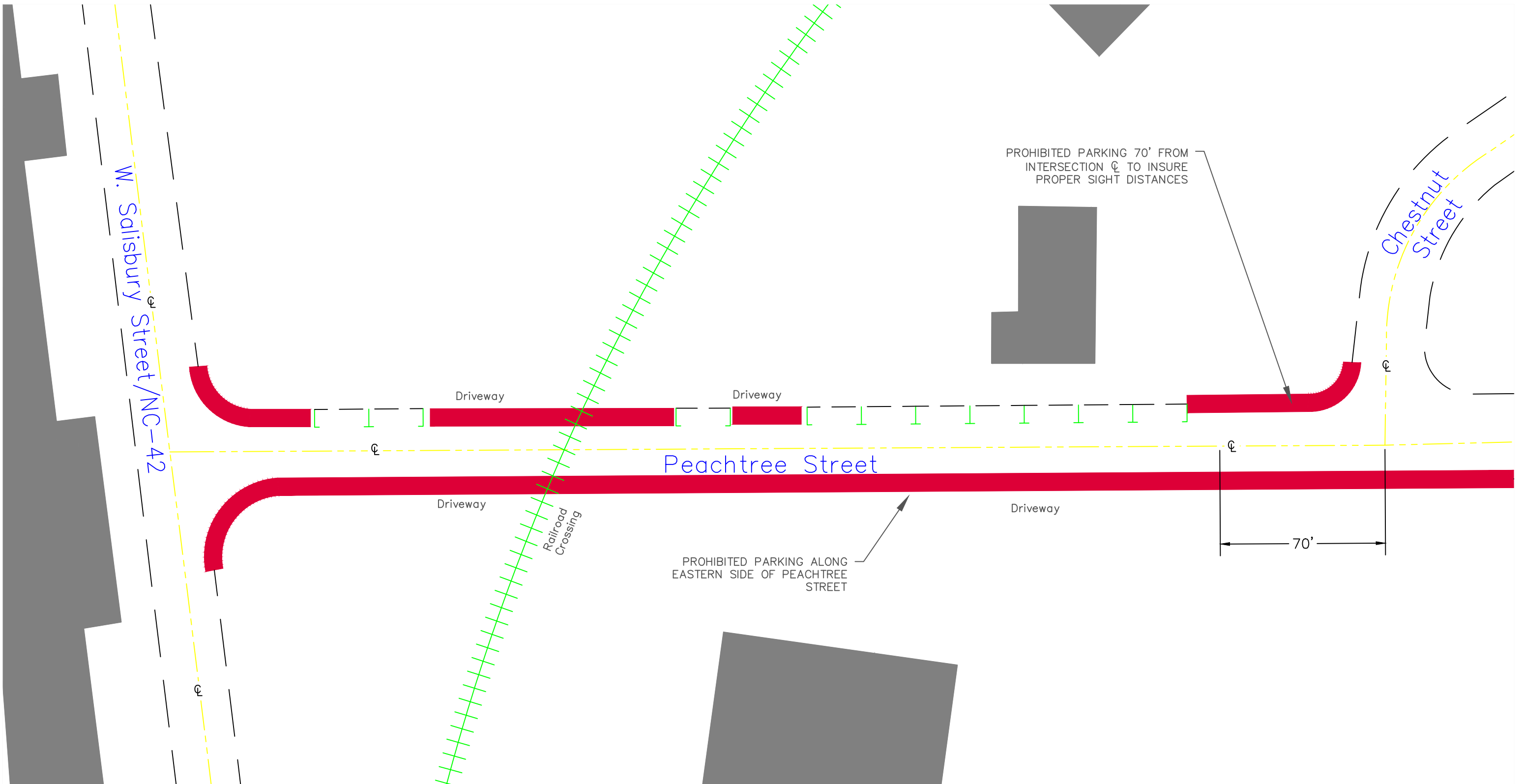
Date: January 10, 2026

Signature: _____

Date: _____

ATTEST: _____
(SEAL)

**"THIS INSTRUMENT HAS BEEN
PREAUDITED IN THE MANNER
REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND
FISCAL CONTROL ACT."
BY: _____**

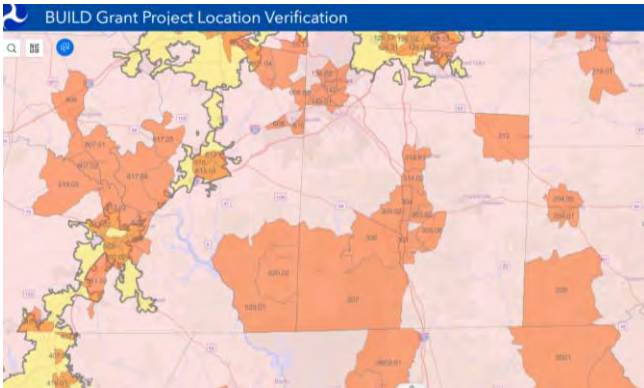
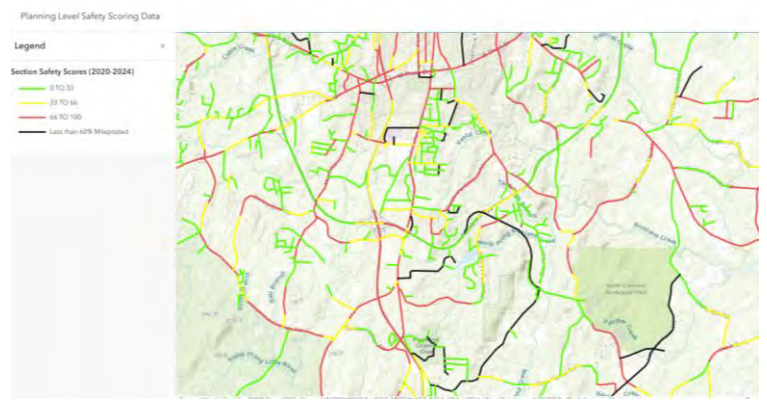


Parking Plan for Peachtree Street

City of Asheboro, North Carolina
 January, 2026 Scale 1" = 40'

EXHIBIT 1 – Ordinance No. xx ORD 01–26
 Adopted _____, _____

No Parking
 Marked Parking
 In Accordance to Asheboro's Code of Ordinances
 §71.06 Parking within Marked Spaces



Proposal to Assist **City of Asheboro**

with

2026 USDOT BUILD Grant

**Services Include Consultation, Support Solicitation Services, and
Preparation of the Grant Narrative & Benefit-Cost Analysis**



Submitted January 2, 2026

January 2, 2026

Ref: Proposal & Fee Structure for The City of Asheboro USDOT 2026 BUILD Grant Consulting and Grant Preparation

Dear Donald,

Thank you for the opportunity to help Asheboro pursue a USDOT BUILD grant. I have experienced how these grants can revitalize communities, and it is always exciting for me to help a town attain its goals and make transformational changes for its citizens.

Please find within a proposal to prepare and provide a competitive USDOT BUILD Grant application for the upcoming FY 2026 round. This proposal covers services to help you strategically design a viable project, solicit the necessary political and local support to get your project the attention it deserves, and prepare all the components of the grant application package, including the Narrative and the Benefit-Cost Analysis.

You will notice that this proposal is for only one project, either the southwest connector road by the airport or the safety and pedestrian improvements near the ZooCity Sportsplex. There is no justifiable way to 'connect' them into a single project for the grant application, unless we dramatically increase the scope by adding trails, sidewalks, or other surface transportation improvements that physically connect them. Even if Asheboro had the will to do that, we do not have the time to plan it. Given the time remaining until the 2/24/26 deadline, I do not have the capacity to apply for two separate Asheboro projects. If you wish to move forward with the proposal, we will need to move fast to determine which project to prioritize for the 2026 grant. Ideally, we would have a decision by January 13, 2026. This will be an expedited process, especially for a new client. Expedient communications relating to decisions, requests for feedback, or information from your team will be constructive and valuable to the end product.

I request that you or a member of your team read the Notice of Funding Opportunity for this grant as soon as possible so that you are prepared for the pre- and post-award requirements and are fully aware of them. You can find the NOFO [here](#), as well as a section on Grant Implementation.

Please do not hesitate to contact me at 919.922.1562 or jmetzsolutions@gmail.com if you need additional information or have any questions.

Respectfully,



Julie Metz



ABOUT ME

Julie recently returned to her childhood home in the beautiful Big Valley area of central Pennsylvania. It's a place where cows outnumber people. Maybe it was here that her curiosity about the concepts of 'home' and 'place' began, and why people are drawn to live, play, or invest in some areas and not in others.

Julie traveled south and earned a degree in Urban & Regional Planning from East Carolina University in Greenville, NC. She eventually discovered her passion for planning, economic development, and downtown revitalization through her roles with the City of Goldsboro, NC, where she worked for nearly 27 years. In her early years, Julie served as a versatile urban planner and acted as the city's liaison to the non-profit downtown board. When the downtown director's position opened, Julie mentioned applying to friends and co-workers. She always received the same response – who would want that responsibility? The downtown area was quite bleak, with high (80%) vacancy rates, neglected buildings, and widespread apathy. One person even suggested that the best thing to do would be to have the town drop a bomb on it and forget about it.

Well, if you know Julie, that sounded like a challenge. Julie thought this was the perfect situation—very low expectations and nowhere to go but up!

Fast forward to today, and downtown Goldsboro is celebrated and cherished. It features a diverse mix of uses, from boutiques to eclectic restaurants and unique upper-story residential spaces. The economic development practices and investments Julie championed led to significant financial support starting in 2013, resulting in a 5.5-to-1 return on investment for the city, a 116% increase in MSD property values, a 130% rise in tax revenues, and nearly \$90 million in public and private investments. It has earned recognition at both the state and national levels for its resurgence and the efforts that contributed to it.

In January 2020, Julie became the Assistant Director of Business & Membership Development Services for the North Carolina League of Municipalities and an American Rescue Plan Specialist. In these roles, she worked with the state's 551 municipalities to enhance their financial, economic, and organizational well-being.

While Julie has retired from the NC local government system and returned to the cows, she founded Metz Solutions to continue this rewarding work – helping communities become their best, most unique selves through strategic, asset-based economic development strategies. She is also skilled at securing alternative funding sources, developing partnerships, crafting and managing complex development projects, and building strong organizations.

PROPOSAL

I aim to help the City of Asheboro team submit a solid and complete application package for the 2026 BUILD grant.

This proposal is divided into two key phases of the grant preparation process.



Phase 1

Preliminary Grant Work:

During this phase of my services, I will request a couple of virtual meetings with key city staff to discuss the project and our strategic approach.

First and foremost, I will work with the team to identify which of the two main projects is 1) the priority, and 2) the most competitive in terms of the grant program's goals and objectives.

Following, I will prepare a schedule for myself and the Asheboro team to follow until grant submission. This will include the dates when you can expect drafts of the various pieces of the application package for review, when to complete the reviews, and other benchmarks necessary to fulfill the grant requirements. This will also identify who is responsible for each piece.

I will offer guidance and strategies to position Asheboro for an award. I will provide consulting services to help navigate a concise, complete, and competitive project that your community can support and that meets the USDOT RAISE goals and objectives. This phase will require substantial research on my end to understand how this project will affect Asheboro, so I can craft a compelling story that aligns with the grant objectives. The intent for me is to convey that Asheboro 1) needs this project, 2) has completed substantial planning and preparation of this project and is a low risk to their investment, 3) that the project is part of a bigger vision – one in which the city has already made significant investments to support the success of a federal investment, and that 4) the investment will have lasting, positive impacts to the community. Information and data within or near the project area I will desire include, but are not limited to, related planning efforts/documents, socio-economic and demographic data, property information, existing employment centers and trends, traffic generators, sources of alternative modes of transportation, tourism data, downtown statistics, and traffic accident data.

During this phase, I will also craft an illustrative 'white page.' This is generally a one-page, two-sided document providing images and summaries of the proposed project and your desire to secure grant funding. I prepare this when you are comfortable with the project's overall strategy and grant proposal, as early in the process as possible, to solicit as many Letters of Support from the community and regional partners as possible. We will also use this product to notify your local, state, and federal elected officials of your plans to pursue the grant and request their support. I will craft email templates for you to distribute to these partners to help you make the ask, and I will provide a list of typical partners for your consideration for outreach.

Total Approximate Hours: 55 at \$120/hour = \$6,600

Phase 2

Grant Application Preparation:

During this phase, I will prepare the Merit Criteria Narrative, Benefit-Cost Analysis Calculations Spreadsheet, Benefit-Cost Analysis Narrative, Funding Commitment document, Project Information form, Project Budget document, Project Description document, Project Location File, Project Readiness document, and the Application for Federal Assistance SF-424 form. I will provide drafts periodically during this phase to give your team ample time to review and respond, and to direct you to complete any smaller required parts, such as the Federal Wage Certification, Technical Capacity, and Financial Capacity letters, and to begin compiling the Letters of Support.



Political Support Consultation:

Simultaneously with the grant preparation work, I will interact with your political lobbying team to keep them abreast and provide them with the materials they need to secure the federal support necessary.

Total Approximate Hours: 160 at \$145/hour = \$23,200

The total not-to-exceed fee for the scope of work outlined is \$29,800.

Other

If travel is required/desired, any travel expenses will be added to the hourly rate of \$75/hour, as approved by the City of Asheboro beforehand.

Regarding the longevity of this proposal, it is valid until January 9, 2026—a confirmation to proceed via email before this expiration is all that is needed to secure the proposal.

If this proposal meets your needs and is accepted, I will present an executable document upon request.

Thank you.

