

CITY OF GRAHAM
AGENDA
TUESDAY, AUGUST 4, 2015
7:00 P.M.

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Meeting called to order by the Mayor
Invocation and Pledge of Allegiance

1. Consent Agenda:

- a. Approval of Minutes – July 7, 2015 Regular Session.
- b. Tax Releases.
- c. Boards & Commissions Appointments.

2. Requests and Petitions of Citizens:

- a. Graham Area Business Association to Discuss Purchase of Holiday Decorations
- b. Public Hearing: Petition for Voluntary Contiguous Annexation on and Adjacent to 401 Longdale Drive:
 - i. Adoption of Annexation Ordinance.
- c. Public Hearing: Petition for Designation of Historic Landmark for Oneida Mills Property:
 - i. Adoption of Historic Landmark Status

3. Approve Engineering Contracts:

- a. Boyd Creek Pump Station
- b. Project Quarter Roadway

4. Lease Agreement with T-Mobile

5. Approve Piggyback Contract for Regenerative Air Street Sweeper

6. Pet Adoption and Welfare Society (PAWS):

- a. Appoint Council Member to Serve on the Steering Committee

7. Issues Not Included on Tonight's Agenda

**CITY OF GRAHAM
REGULAR SESSION
TUESDAY, JULY 7, 2015
7:00 P.M.**

The City Council of the City of Graham met in regular session at 7:00 p.m. on Tuesday, July 7, 2015, in the Council Chambers of the Municipal Building located at 201 South Main Street.

Council Members Present:

Mayor Jerry Peterman
Mayor Pro Tem Jimmy Linens
Council Member Jim Albright
Council Member Chip Turner
Council Member Lee Kimrey

Also Present:

Frankie Maness, City Manager
Darcy Sperry, City Clerk
Nathan Page, City Planner
Michael Leinwand, Special Projects Coordinator
Melody Wiggins, Recreation & Parks Director
James Lloyd, Chief Code Enforcement Officer
Tanner Cook, City Intern

Mayor Jerry Peterman called the meeting to order and presided at 7:00 p.m. Council Member Chip Turner gave the invocation and everyone stood to recite the Pledge of Allegiance.

Consent Agenda:

- a. Approval of Minutes – June 2, 2015 Regular Session.*
- b. Approval of Minutes – June 30, 2015 Special Session.*
- c. Tax Collector Year End Report.*
- d. 2014 Outstanding Tax Listing.*
- e. Request by the City of Graham Police Department to close the 100 block of West Elm St. on August 4, 2015 from 5:00pm-10:00pm for the National Night Out.*

Mayor Peterman asked the Council Members if they would like to pull any of the items from the Consent Agenda. Mayor Peterman asked to pull item “a. Approval of Minutes - June 2, 2015 Regular Session.” Council Member Lee Kimrey asked to pull item “d. 2014 Outstanding Tax Listing.”

Mayor Pro Tem Jimmy Linens made a motion to approve items “b”, “c” and “e” on the Consent Agenda, seconded by Council Member Jim Albright. All voted in favor of the motion.

Mayor Peterman informed Council that there had been a misspelling of his name in the June 2, 2015 Regular Session Minutes and verified with City Clerk Darcy Sperry that the correction had been made.

Mayor Peterman made a motion to approve item “a” on the Consent Agenda, seconded by Council Member Turner. All voted in favor of the motion.

Council Member Kimrey questioned City Manager Frankie Maness about the reason(s) as to why Bank of America would show up on the 2014 Outstanding Tax Listing.

Mr. Maness stated that if he had to guess, it could be a property that they have foreclosed on or a property that has transitioned from one party to another and hasn't been finalized.

Council Member Kimrey made a motion to approve item "d" on the consent agenda, seconded by Council Member Turner. All voted in favor of the motion.

Requests and Petitions of Citizens

a. *Connect NC Bonds.*

Ms. Cheryl McQueary, Board Member of the North Carolina Board of Transportation gave a presentation to the Council on the Connect NC Bond Initiative with the hope of gaining support, in the form of a Resolution, for the Highway Bond and the Infrastructure Bond to be put on the November 2015 Ballot. She explained that the Resolution does not mean the Council Members are in favor or opposed to the Bonds, but rather that Council supports that the General Assembly give the citizens of North Carolina the right to vote on these Bonds.

Ms. McQueary indicated that North Carolina has six (6) modes of transportation. She identified those as Highway, Aviation, Bicycle & Pedestrian, Ferry, Public Transportation and Rail. Ms. McQueary stated that two (2) years ago, the Governor, the General Assembly and the Department of Transportation created a new way to fund transportation projects. She added that projects are divided into three (3) levels: State, Regional and Division. In addition, she mentioned that North Carolina has the second largest highway system in the United States and highlighted the following facts:

State Transportation System

- Largest State Capital Asset
- Over \$47 billion Invested
- Replacement Value - \$570 billion
- Vehicle Miles Traveled (VMT) – 104 billion miles yearly
- Tons of Freight Moved ~ 760 million tons yearly
- Time Spent in Congestion – 30 hours yearly

Statewide Transportation Improvement Program (STIP)

- 2015-2025 \$24.6 Billion Draft STIP contains:
 - 1,931 roadway projects totaling \$19.1 billion including:
 - 785 projects to improve highways
 - 829 bridge replacements
 - 433 congestion mitigation, bicycle and pedestrian, passenger rail, ferry, safety, environmental and enhancement projects
 - 57 aviation projects granted annually
 - 57 Grant Anticipation Revenue Vehicle (GARVEE) Projects; \$1.9 billion;

By consensus, the Council offered support of the Resolution presented.

RESOLUTION IN SUPPORT OF PLACING THE CONNECT NC BOND INITIATIVE ON THE NOVEMBER 2015 BALLOT

WHEREAS, enhanced mobility across North Carolina's transportation network is a major factor impacting economic growth and job creation; and

WHEREAS, addressing critical mobility and congestion issues across the state is dependent on all modes of transportation; and

WHEREAS, our state's rapidly growing population presents critical infrastructure needs, and

WHEREAS, our state has a long and successful history of judiciously using long-term financing to meet its infrastructure needs; and

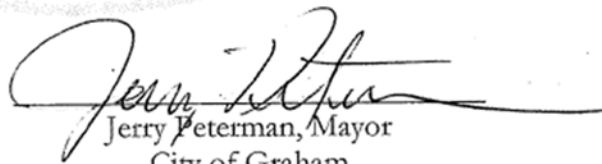
WHEREAS, it has been 15 years since the last general obligation bond was authorized to improve public infrastructure, which has resulted in years of deferred investment; and

WHEREAS, no tax increases are necessary to finance bonds given the ample debt service capacity within our existing revenue profile; and

WHEREAS, interest rates are at historical lows and it has never been less expensive to make long-term investments.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAHAM, that the NC General Assembly should place before the voters for their consideration on the November 2015 Ballot, the Connect NC Bond Initiative.

Adopted this 7th day of July, 2015.


Jerry Peterman, Mayor
City of Graham

b. Petition for Voluntary Contiguous Annexation on and Adjacent to 401 Longdale Drive.

City Planner Nathan Page explained that this is an application by Mr. John L. Foust Sr. to annex a contiguous lot into the City of Graham. The property is currently in the City's Extra Territorial Jurisdiction (ETJ). Mr. Page explained that this is the first step in the annexation process which would require approval of the following:

- iii. Approve Resolution requesting City Clerk to Investigate the Sufficiency.
- iv. Approve Resolution fixing date of Public Hearing on Question of Annexation.

Mayor Pro Tem Linens made the motion to approve the Resolution Directing the Clerk to Investigate a Petition Received Under G.S. 160A-31 for Property on and adjacent to 401 Longdale Drive, seconded by Council Member Kimrey. All voted in favor of the motion.

RESOLUTION DIRECTING THE CLERK TO INVESTIGATE
A PETITION RECEIVED UNDER G.S. 160A-31
FOR PROPERTY ON AND ADJACENT TO 401 LONGDALE DRIVE

WHEREAS, a petition requesting annexation of an area described in said petition was received on June 12, 2015, by the Graham City Council; and

WHEREAS, G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the City Clerk before further annexation proceedings may take place; and

WHEREAS, the City Council of the City of Graham deems it advisable to proceed in response to this request for annexation.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Graham:

That the City Clerk is hereby directed to investigate the sufficiency of the above described petition and to certify as soon as possible to the City Council the result of her investigation.


Gerald R. Peterman, Mayor

ATTEST:


Darcy L. Sperry, City Clerk

CERTIFICATE OF SUFFICIENCY
FOR PROPERTY ON AND ADJACENT TO 401 LONGDALE DRIVE

To the City Council of the City of Graham, North Carolina:

I, Darcy L. Sperry, City Clerk, do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein, in accordance with G.S. 160A-31.

In witness whereof, I have hereunto set my hand and affixed the seal of the City of Graham, this the 7th day of July, 2015.


Darcy L. Sperry, City Clerk

SEAL



Council Member Albright made the motion to approve the Resolution Fixing Date of Public Hearing on Question of Annexation Pursuant to G.S. 160A-31 for Property on and adjacent to 401 Longdale Drive – the date being August 4, 2015, seconded by Council Member Turner. All voted in favor of the motion.

RESOLUTION FIXING DATE OF PUBLIC HEARING
ON QUESTION OF ANNEXATION PURSUANT TO G.S. 160A-31
FOR PROPERTY ON AND ADJACENT TO 401 LONGDALE DRIVE

WHEREAS, a petition requesting annexation of the contiguous area described herein has been received; and

WHEREAS, the City Council has by resolution directed the City Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the City Clerk as to the sufficiency of the petition has been made;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Graham, North Carolina that:

Section 1. A public hearing on the question of annexation of the area described herein will be held at the City Hall, 201 S. Main Street, Graham, NC at 7:00pm on August 4, 2015.

Section 2. The area proposed for annexation is described as follows:

A certain tract or parcel of land in Graham Township, Alamance County, North Carolina, adjoining the lands of Longdale Drive, Lot No. 4 of Property of J. L. Foust, recorded in Plat Book 69, at Page 119, Lot Nos. 1 and 7 of Property of J. L. Foust, recorded in Plat Book 75, at Page 492 and others, and more particularly described as follows:

BEGINNING at an existing iron pipe corner between Lot No. 1 of Property of J. L. Foust, recorded in Plat Book No. 75, at Page 492 and Lot No. 4 of Property of J. L. Foust, recorded in Plat Book 69, at Page 119, and the existing City of Graham corporate limits line, running thence with the southeastern line of Lot No. 1, N36° 03' 13"E 180.00 feet to an existing iron pipe in the line of said Lot No. 1 and corner with Lot No. 7 of Property of J. L. Foust, recorded in Plat Book 75, at Page 492, and corner with the existing City of Graham corporate limits line; running thence along the said Lot No. 7 and existing City of Graham corporate limits line S48° 15' 00"E 156.86 feet to an existing iron pipe in the northwestern 50 foot right-of-way line of Longdale Drive; continuing along said existing City of Graham corporate limits line and the said right-of-way line of Longdale Drive S38° 08' 18"W 170.00 feet to an existing iron pipe corner with Lot No. 4 of Property of J. L. Foust, recorded in Plat Book 69, at Page 119; continuing along said existing City of Graham corporate limits line and Lot No. 4, N51° 51' 42"W 150.00 feet to the POINT OF BEGINNING and containing 26,798 square feet.

Section 3. Notice of the public hearing shall be published once in The Alamance News, a newspaper having general circulation in the City of Graham, at least ten (10) days prior to the date of the public hearing.


Gerald R. Peterman, Mayor

ATTEST:

Darcy L. Sperry, City Clerk

Capital Project Ordinance: Boyd Creek Pump Station:

City Manager Frankie Maness explained that the Boyd Creek Pump Station has served the City well since 1959, but it is old and a risk to the City's collection system. He reminded Council that this project first came to the attention of the Council approximately two and one half (2 ½) years ago. Mr. Maness added that due to the design of the Station, it has become very difficult to maintain. In an effort to get this project started, Mr. Maness is requesting \$175,000 for preliminary engineering and surveying. This money is proposed to come from the Water and Sewer Fund's Fund Balance.

Council Member Albright asked Mr. Maness if the \$175,000 is included in the cost of the project or if it's in addition to. Mr. Maness stated that the \$175,000 is included in the total cost.

Mr. Tom Boney of the Alamance News asked Mr. Maness if this project was included in this year's budget. Mr. Maness answered no. He added that when you have projects of this size that can go across fiscal years, the most appropriate thing you can do is adopt a Capital Project Budget.

Being no further questions, Council Member Turner made the motion to approve the project budget ordinance for Boyd Creek Pump Station, seconded by Mayor Pro Tem Linens. All voted in favor of the motion.

CAPITAL PROJECT ORDINANCE BOYD CREEK PUMP STATION

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAHAM, NORTH CAROLINA, that pursuant to Section 13.2, Chapter 159 of the General Statutes of North Carolina, the following Capital Project Ordinance is hereby adopted:

- Section 1. The Project authorized is Boyd Creek Pump Station.
- Section 2. The officials of the City of Graham are hereby directed to proceed with this program within the terms of the project. Staff is authorized to execute change orders within the budget ordinance.
- Section 3. The following revenues are anticipated to be available to the City to complete the project:
- | | |
|--|-----------|
| Proceeds from Water/Sewer Fund Balance | \$175,000 |
|--|-----------|
- Section 4. The following amounts are appropriated for this project:
- | | |
|-----------------------|-----------|
| Professional Services | \$175,000 |
|-----------------------|-----------|
- Section 5. The Finance Director shall report on the financial status of this project as directed by the City Council and will inform the Council of any unusual occurrences.
- Section 6. Copies of this project ordinance shall be made available to the City Manager and the Finance Director for direction in carrying out this project.
- Section 7. That this ordinance shall take effect upon passage.

This the 7th day of July, 2015.


Jerry Peterman - Mayor

ATTEST:

Darcy Sperry, City Clerk

Capital Project Ordinance: Jim Minor Road Park:

Mr. Maness explained that this is a request to appropriate funds for Phase 1 of the Jim Minor Road Park. Mr. Maness added that the City acquired a 115.6 acre tract of property along Jim Minor Road in 2010 and another three (3) acre tract in 2014 for the purpose of constructing a park. The City received financial assistance in the amount of \$500,000 from the North Carolina Parks and Recreation Trust Fund in July 2011, which stipulated that the City begin development of the park by July 2016. He added that the grant requires that the land be held in perpetuity as a public park. As such, the City recorded restrictive covenants in 2012 to perpetually designate the property for public recreational use. Mr. Maness went on to say that City Staff has developed three (3) options to begin development through a phased approach. Phase 1 options seek to build passive recreation facilities and basic infrastructure. Phase 1 options include: a park entrance, parking lot, natural playground, open mall area, fit zone and shelter with restrooms. Mr. Maness advised that option B is the recommended approach.

Parks & Recreation Director Melody Wiggins gave a brief overview of the three (3) different options proposed. In addition to Parking/Drive/Trail Improvements by City Purchase and Forces, the options include the following:

- Option A: Picnic Shelters, Walking Trails, Lawn, Fitness, Playground and Water/Sewer System - \$1,645,000
- Option B: Picnic Shelters, Walking Trails, Lawn, Fitness, Playground and Water/Sewer System - \$850,000
- Option C: Picnic Shelter, Nature Walking Trail and Water/Sewer System - \$500,000

Council Member Kimrey asked Ms. Wiggins what we have to have open to satisfy the grant requirements. Ms. Wiggins stated that we have to have some facilities open. She stated that this is the least expensive area of the park to develop. Mayor Pro Tem Linens asked Ms. Wiggins what has been done to date with this property. Ms. Wiggins explained that we have just completed the timbering. She added that we have been working for months on the planning and design of the different areas of the park as well as the establishment of a non-profit organization called the Friends of the Graham Recreation and Parks. Ms. Wiggins added that they will soon be releasing a gift catalogue to the public for those parties interested in purchasing items needed for the park.

Mr. Boney asked Mr. Maness if this project was in this year's budget. Mr. Maness answered no and referred to the same reason he had given for the previously discussed Boyd Creek Pump Station.

Council Members expressed their desire to have City Engineers Alley, Williams, Carmen & King look at which shelter makes the most sense to construct first. Option B calls for the construction of shelter 1, however, Council noted that shelter 4 is in closer proximity to the proposed recreation areas.

Being no further discussion, Council Member Turner made the motion to approve the project budget ordinance for Phase 1 of the Jim Minor Road Park, seconded by Mayor Pro Tem Linens. All voted in favor of the motion.

CAPITAL PROJECT ORDINANCE JIM MINOR ROAD PARK

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAHAM, NORTH CAROLINA, that pursuant to Section 13.2, Chapter 159 of the General Statutes of North Carolina, the following Capital Project Ordinance is hereby adopted:

- Section 1. The Project authorized is Jim Minor Road Park.
- Section 2. The officials of the City of Graham are hereby directed to proceed with this program within the terms of the project. Staff is authorized to execute change orders within the budget ordinance.
- Section 3. The following revenues are anticipated to be available to the City to complete the project:
- | | |
|--|-----------|
| Proceeds from Fund Balance in General Fund | \$850,000 |
|--|-----------|
- Section 4. The following amounts are appropriated for this project:
- | | |
|-----------------------|------------------|
| Professional Services | 84,000 |
| Construction | <u>766,000</u> |
| | <u>\$850,000</u> |
- Section 5. The Finance Director shall report on the financial status of this project as directed by the City Council and will inform the Council of any unusual occurrences.
- Section 6. Copies of this project ordinance shall be made available to the City Manager and the Finance Director for direction in carrying out this project.
- Section 7. That this ordinance shall take effect upon passage.

This the 7th day of July, 2015.


Jerry Peterman - Mayor

ATTEST:


Darcy Sperry, City Clerk

Project Quarter:

a. Resolution by the City Council of the City of Graham Authorizing Application to the NCDOC Infrastructure Grants Program.

Mr. Maness explained that this is one of two (2) action items being requested for Project Quarter. He added that approval of the resolution finalizes the City's grant application and helps pave the way for funding to support the construction of the roadway to serve Project Quarter and other properties within the North Carolina Commerce Park (NCCP). Mr. Maness advised that the grant program is through the Economic Infrastructure Program of the North Carolina Department of Commerce, Rural Economic Development Division. The grant will contribute \$500,000 towards roadway construction in the NCCP.

Council Member Kimrey asked Mr. Maness how long we will have to maintain the road before NCDOT takes it over. Mr. Maness advised that it's either this grant or the Golden Leaf Grant that requires us to maintain the road for three (3) years before NCDOT takes it over.

Being no further questions, Council Member Kimrey made the motion to approve the Resolution by the City Council of the City of Graham Authorizing Application to the NCDOT Infrastructure Grants Program, seconded by Council Member Turner. All voted in favor of the motion.

City of Graham

P. O. Drawer 357
201 South Main Street
Graham, North Carolina 27253
Tel: (336) 570-6700 / Fax: (336) 570-6703

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF GRAHAM AUTHORIZING APPLICATION TO THE NCDOT ECONOMIC INFRASTRUCTURE GRANTS PROGRAM

WHEREAS, the North Carolina Rural Infrastructure Authority (RIA) has authorized the awarding of grants from appropriated funds to aid eligible units of government in financing the cost of infrastructure activities needed to create jobs; and

WHEREAS, the City of Graham desires assistance in financing a building project that may qualify for Rural Grants/Programs funding; and

WHEREAS, the City of Graham intends to request grant assistance for the Public Roadway Improvements Serving Project Quarter (MGP) from the Economic Infrastructure Grants Program;

NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF GRAHAM:

That the City of Graham will arrange financing for all remaining costs of the project, if approved for a grant;

That Jerry Peterman, Mayor and successors so titled, is hereby authorized to execute and file an application on behalf of the City of Graham with the Rural Grants/Programs Section for a grant to assist in the above-named infrastructure project;

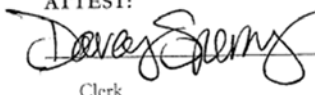
That Frankie Maness, City Manager, and successors so titled, is hereby authorized and directed to furnish such information as Rural Grants/Programs Section may request in connection with an application or with the project proposed; to make assurances as contained in the application; and to execute such other documents as may be required in connection with the application.

That the City of Graham has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to the grants pertaining thereto.

Adopted this the 7th day of July, 2015 at Graham, North Carolina.


Jerry Peterman, Mayor

ATTEST:



Clerk



b. Capital Project Ordinance.

Mr. Maness explained the Project Quarter incentive package calls for the NCCP partners to construct a roadway to serve Project Quarter and other properties within the NCCP. He informed Council that the estimated cost for the roadway project is \$2,000,000. Grant funding from the Golden Leaf (\$250,000) and the NCDOC Rural Economic Development Division (\$500,000) will be used towards the project leaving the three (3) local governments to share the \$1,250,000 balance (\$416,667 each).

Council Member Albright made the motion to approve the project budget ordinance for Project Quarter, seconded by Mayor Pro Tem Linens. All voted in favor of the motion.

**CAPITAL PROJECT ORDINANCE
PROJECT QUARTER**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAHAM, NORTH CAROLINA, that pursuant to Section 13.2, Chapter 159 of the General Statutes of North Carolina, the following Capital Project Ordinance is hereby adopted:

Section 1. The Project authorized is Project Quarter.

Section 2. The officials of the City of Graham are hereby directed to proceed with this program within the terms of the project. Staff is authorized to execute change orders within the budget ordinance.

Section 3. The following revenues are anticipated to be available to the City to complete the project:

Proceeds from General Fund Balance	416,666
City of Mebane	416,667
Alamance County	416,667
Golden Leaf Grant	250,000
Rural Center Grant	<u>500,000</u>
	\$2,000,000

Section 4. The following amounts are appropriated for this project:

Professional Services	240,000
Construction	1,510,000
Contingencies	<u>250,000</u>
	\$2,000,000

Section 5. The Finance Director shall report on the financial status of this project as directed by the City Council and will inform the Council of any unusual occurrences.

Section 6. Copies of this project ordinance shall be made available to the City Manager and the Finance Director for direction in carrying out this project.

Section 7. That this ordinance shall take effect upon passage.

This the 7th day of July, 2015.


Jerry Peterman - Mayor

ATTEST:


Darcy Sperry, City Clerk

Resolution by the City Council of the City of Graham Authorizing Application to the NCDOC Rural Economic Development Division Building Reuse Grant Program for Rural Health Care.

Mr. Maness explained that this is a request to approve the Resolution by the City Council of the City Of Graham Authorizing Application to the NCDOC Rural Economic Development Division Building Reuse Grant Program for Rural Health Care.

Mr. Maness added that the City of Graham is eligible to solicit grant funding through the Building Reuse Program under the Rural Grants/Programs Section of the North Carolina Department of Commerce to assist in the development of health care related jobs. He added that the Peak Resources project will invest ten million (\$10,000,000) dollars in Graham and will create forty (40) new jobs. Mr. Maness stated that this is an opportunity for the City to be a conduit to assist Peak Resources in their building. As part of their project, the City will see some sidewalk infrastructure as well as stormwater infrastructure that currently doesn't exist. Mr. Maness advised that Peak Resources has agreed to provide the required matching funds for the grant. The anticipated amount of the grant is four hundred thousand (\$400,000) dollars.

Council Member Kimrey asked Mr. Maness about the cash match. Mr. Maness explained that it's a five (5) percent match where the City will act as the responsible agency. He added that Peak Resources will pay either the City or the five (5) percent match for the project.

Mr. Skip Green, 123 Wingate Drive Clayton, NC, spoke on behalf of the project. He gave a brief overview of the Building Reuse Program. He added that with this project there will be no cost to the City as Peak Resources has agreed to pay for administrative costs incurred.

Mr. Boney asked what the benefit to the City was. Mayor Peterman answered that eventually the stormwater, hydrants and utilities will be deeded to the City. He added that the City is doing the paperwork because Peak Resources needs to have a municipality act as the conduit for this grant which will help Peak Resources cut their costs a little.

Council Member Turner made a motion to approve the Resolution by the City Council of the City of Graham Authorizing Application to the NCDOC Rural Economic Development Division Building Reuse Grant Program for Rural Health Care, seconded by Mayor Pro Tem Linens. All voted in favor of the motion.

City of Graham

P. O. Drawer 357
201 South Main Street
Graham, North Carolina 27253
Tel: (336) 570-6700 / Fax: (336) 570-6703

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF GRAHAM AUTHORIZING APPLICATION TO THE NCDOC RURAL ECONOMIC DEVELOPMENT DIVISION BUILDING REUSE GRANT PROGRAM FOR RURAL HEALTH CARE

WHEREAS, the North Carolina Rural Infrastructure Authority (RIA) has authorized the awarding of grants from appropriated funds to aid eligible units of government in financing the cost of building activities needed to create jobs; and

WHEREAS, the City of Graham desires assistance in financing a building project that may qualify for Rural Grants/Programs funding; and

WHEREAS, the City of Graham intends to request grant assistance for the new Peak of Graham, LLC nursing home facility project at 600 North Main from the Building Reuse Grant Program – Rural Health Care;

NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF GRAHAM:

That the City of Graham will provide 5% of the Building Reuse Program Grant toward project construction costs, if approved for a grant with Peak Resources Inc. providing the match.

That Jerry Peterman, Mayor and successors so titled, is hereby authorized to execute and file an application on behalf of the City of Graham with the Rural Grants/Programs Section for a grant to assist in the above-named Building Reuse project.

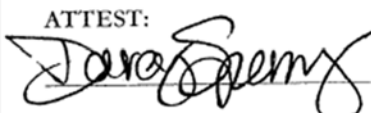
That Frankie Maness, City Manager, and successors so titled, is hereby authorized and directed to furnish such information as Rural Grants/Programs Section may request in connection with an application or with the project proposed; to make assurances as contained in the application; and to execute such other documents as may be required in connection with the application.

That the City of Graham has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to the grants pertaining thereto.

Adopted this the 7th day of July, 2015 at Graham, North Carolina.


Jerry Peterman, Mayor

ATTEST:


Clerk



Issues Not Included on Tonight's Agenda

Mayor Peterman advised that he was moving this item up on the agenda prior to Council going into Closed Session. No comments were forthcoming.

Closed Session Pursuant to the Terms of *N.C.G.S. §. 143-318-11 (a) (6)*: to consider the performance of the City Manager and City Attorney.

At 8:29 p.m. Mayor Pro Tem Linens made a motion to go into closed session to consider the performance of the City Manager and City Attorney pursuant to N.C.G.S. 143-318-11 (a) (6), seconded by Council Member Turner. All voted in favor of the motion.

At 9:53 p.m. Mayor Peterman reconvened the regular session. Mayor Peterman explained that the Council Members discussed City Attorney Keith Whited's performance and advised that Council and Mr. Maness feel Mr. Whited's job performance is very good. Mayor Peterman added that they would like to continue to retain Mr. Whited at his current rate of one hundred seventy-five (\$175) dollars per hour.

Mayor Peterman also explained that Council had discussed Mr. Maness' job performance and believe that this has been an exceptional year for the City of Graham and Mr. Maness has been a driving force to accomplish this. He added that they would like to congratulate him on a job well done but with the policy of pay raises as it currently stands, his salary will remain the same.

At 9:56 p.m. Council Member Turner made a motion to adjourn, seconded by Council Member Kimrey. All voted in favor of the motion.

Darcy Sperry, City Clerk

**CITY OF GRAHAM
RELEASE ACCOUNTS**

AUGUST

<u>ACCT #</u>	<u>YEAR</u>	<u>RECIEPT</u>	<u>NAME</u>	<u>RE/PP</u>	<u>REASON FOR RELEASE</u>	<u>RELEASED</u>
87959	2015	4540	LYON, BOBBY HTG & COOLING	PP	OUT OF BUSINESS DEC 2014	15.78
87959	2015	4541	LYON, BOBBY HTG & COOLING	PP	OUT OF BUSINESS DEC 2014	1.44
149442	2015	3670	HUNTER, VICKIE PHILLIPS	PP	DID NOT OWN BOAT JAN 2015	2.59
161566	2015	5848	POE, RICHARD ALLEN JR	PP	DOES NOT LIVE IN CITY OF GRAHAM - REL BOAT	3.00
231813	2015	4737	MASTERCRAFT, CASKET CO INC	PP	PROPERTY LISTED IN CASWELL CO	40.40
231813	2015	4738	MASTERCRAFT, CASKET CO INC	PP	PROPERTY LISTED IN CASWELL CO	24.02
401802	2015	7228	TEAGUE, TYSON SHEA	PP	DID NOT OWN BOAT JAN 2015	35.99
475054	2015	4054	KEENEY, MARK STEVEN JR	PP	BOAT NOT LOCATED IN CITY OF GRAHAM	5.32
521137	2015	7377	THORNTON, WILLIAM J REVOC	RE	QUALIFIED FOR HOMESTEAD EXEMPTION	204.75
619924	2015	679	BLACKWELL, DAMIAN AVERY	PP	SOLD BOAT DEC 2013	4.55
619924	2014	743	BLACKWELL, DAMIAN AVERY	PP	SOLD BOAT DEC 2013	4.55
627572	2015	3915	JOHNSON, JERRY GLEN	PP	BOATS LOCATED IN VANCE CO	1.41
627572	2015	3916	JOHNSON, JERRY GLEN	PP	BOATS LOCATED IN VANCE CO	0.98
627572	2015	3917	JOHNSON, JERRY GLEN	PP	BOATS LOCATED IN VANCE CO	23.48
643313	2015	6131	REYNOLDS, LARRY GEORGE	PP	BOAT DOUBLE LISTED	86.45
643740	2015	933	BROWN, CHRISTIE DAWN	PP	DID NOT OWN BOAT JAN 2015	5.01
654001	2015	6922	STANFIELD, TOBY	PP	BOAT LISTED IN PERSON COUNTY	10.01

TOTAL RELEASES 469.73

7/29/2015



STAFF REPORT

SUBJECT:	RECOMMENDATION OF NEW SPORTS HALL OF FAME MEMBERS
PREPARED BY:	MELODY L. WIGGINS, CPRP

REQUESTED ACTION:

The Graham Recreation and Parks Commission recommends the approval of Nolan Myrick, John Harrington and Matt Linens to the Graham Sports Hall of Fame for six year terms that will expire on 6-30-2021.

BACKGROUND/SUMMARY:

Every two years the Sports Hall of Fame Committee has to replace three members whose terms expire.

FISCAL IMPACT:

N/A

STAFF RECOMMENDATION:

Appoint Nolan Myrick, John Harrington and Matt Linens to the Graham Sports Hall of Fame Committee.

SUGGESTED MOTION(S):

I MAKE A MOTION TO APPOINT NOLAN MYRICK, JOHN HARRINGTON AND MATT LINENS TO THE GRAHAM SPORTS HALL OF FAME COMMITTEE FOR A SIX YEAR TERM EXPIRING ON JUNE 30, 2021.



STAFF REPORT

SUBJECT:	ANNEXATION OF PROPERTY ON AND ADJACENT TO 401 LONGDALE DRIVE
PREPARED BY:	NATHAN PAGE, CITY PLANNER

REQUESTED ACTION:

Approve the Annexation Ordinance to Extend the Corporate Limits of the City of Graham, North Carolina for Property on and adjacent to 401 Longdale Drive.

BACKGROUND/SUMMARY:

The attached petition seeks the Council's approval for an extension of the corporate limits to include the subject property. The area being considered for annexation is the parcel located on and adjacent to 401 Longdale Drive (0.615 acres).

The annexation process has multiple steps. Following a public hearing, approval of an Annexation Ordinance is the final step for Council in the annexation process.



FISCAL IMPACT:

The fiscal impact of this annexation is negligible. The area has city water and sewer available.

STAFF RECOMMENDATION:

Approval. Annexation of the subject property will afford the property access to City services without requiring the City to extend services.

SUGGESTED MOTION(S):

I move we approve the Annexation Ordinance to Extend the Corporate Limits of the City of Graham, North Carolina for Property on and adjacent to 401 Longdale Drive.

ANNEXATION ORDINANCE

TO EXTEND THE CORPORATE LIMITS OF THE CITY OF GRAHAM, NORTH CAROLINA FOR PROPERTY ON AND ADJACENT TO 401 Longdale Drive

WHEREAS, the Graham City Council has been petitioned under G.S. 160A-31 to annex the area described below;
and

WHEREAS, the Graham City Council has by resolution directed the City Clerk to investigate the sufficiency of the petition; and

WHEREAS, the City Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at City Hall, 201 South Main Street, Graham at 7:00 P.M. on August 4, 2015, after due notice by publication on July 23rd, 2015; and

WHEREAS, the Graham City Council finds that the petition meets the requirements of G.S. 160A-31;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Graham, North Carolina that:

Section 1. By virtue of the authority granted by G.S. 160A-31, the following described territory is hereby annexed and made part of the City of Graham as of August 31, 2015:

A certain tract or parcel of land in Graham Township, Alamance County, North Carolina, adjoining the lands of Longdale Drive, Lot No. 4 of Property of J. L. Foust, recorded in Plat Book 69, at Page 119, Lot Nos. 1 and 7 of Property of J. L. Foust, recorded in Plat Book 75, at Page 492 and others, and more particularly described as follows:

BEGINNING at an existing iron pipe corner between Lot No. 1 of Property of J. L. Foust, recorded in Plat Book No. 75, at Page 492 and Lot No. 4 of Property of J. L. Foust, recorded in Plat Book 69, at Page 119, and the existing City of Graham corporate limits line, running thence with the southeastern line of Lot No. 1, N36° 03' 13"E 180.00 feet to an existing iron pipe in the line of said Lot No. 1 and corner with Lot No. 7 of Property of J. L. Foust, recorded in Plat Book 75, at Page 492, and corner with the existing City of Graham corporate limits line; running thence along the said Lot No. 7 and existing City of Graham corporate limits line S48° 15' 00"E 156.86 feet to an existing iron pipe in the northwestern 50 foot right-of-way line of Longdale Drive; continuing along said existing City of Graham corporate limits line and the said right-of-way line of Longdale Drive S38° 08' 18"W 170.00 feet to an existing iron pipe corner with Lot No. 4 of Property of J. L. Foust, recorded in Plat Book 69, at Page 119; continuing along said existing City of Graham corporate limits line and Lot No. 4, N51° 51' 42"W 150.00 feet to the POINT OF BEGINNING and containing 26,798 square feet.

Section 2. Upon and after August 31, 2015, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Graham and shall be entitled to the same privileges and benefits as other parts of the City of Graham. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 3. The Mayor of the City of Graham shall cause to be recorded in the office of the Register of Deeds of Alamance County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory described in Section 1 above, together with a duly certified copy of this Ordinance. Such a map shall also be delivered to the Alamance County Board of Elections, as required by G.S. 163-288.1.

Adopted this, the 4th day of August, 2015.

Gerald R. Peterman, Mayor

ATTEST:

APPROVED AS TO FORM:

Darcy L. Sperry, City Clerk

Keith Whited, City Attorney



Petition for ANNEXATION

P.O. Drawer 357
201 South Main Street
Graham, NC 27253
(336) 570-6705
Fax (336) 570-6703
www.cityofgraham.com/planning

RECEIVED
JAN 2 2015
CITY OF GRAHAM
INSR/PZ

To the City Council of the City of Graham, NC:

1. We, the undersigned owners of real property, respectfully request that the area described in paragraph 2 below be annexed into the City of Graham.

☐ If applicable as "income-based": We believe that this petition meets the requirements of G.S. 160A-31(b1).

☐ If applicable as "distressed": We believe that this petition meets the requirements of G.S. 160A-31(j).

2. The area to be annexed is ☒ contiguous ☐ non-contiguous to the City of Graham and the boundaries of such territory are as follows:

General description of area to be annexed

Attach the following:

☒ Annexation Plat – 1 paper copy, 2 mylars and 1 pdf. In addition to standard plat information, also include tax map numbers of all parcels and total square miles and acreage of area to be annexed.

☒ Metes and Bounds Description – 1 paper and 1 digital copy

3. We acknowledge that any zoning vested rights acquired pursuant to G.S. 160A-385.1 or G.S. 153A-344.1 must be declared and identified on this petition. We further acknowledge that failure to declare such rights on this petition shall result in a termination of vested rights previously acquired for the property. (If zoning vested rights are claimed, indicate yes below and attach proof.)

Name	Address	Vested rights?	Signature
John L Foust Sr	1019 Whittamore Rd Graham, NC 27253		John L. Foust Sr
Christian Lee Wolfe	1715 Wood Ave Burlington NC 27215		Christian Lee Wolfe

attach additional sheets if necessary...

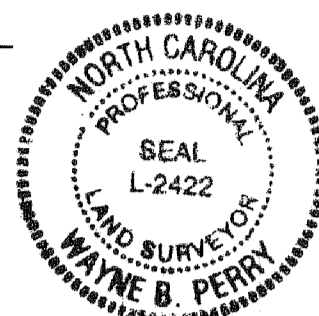
SURVEYOR'S CERTIFICATION

STATE OF NORTH CAROLINA, COUNTY OF ALAMANCE

I, WAYNE B. PERRY, CERTIFY THAT UNDER MY DIRECTION AND SUPERVISION THIS MAP WAS DRAWN FROM AN ACTUAL FIELD SURVEY MADE BY ME. THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURE IS 1: 10,000; A DEED DESCRIPTION OF WHICH IS RECORDED IN DEED BOOK 312, PAGE 241; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED; THAT THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

WITNESS MY HAND AND OFFICIAL SEAL THIS 27th DAY OF APRIL, 2015

Wayne B. Perry
PROFESSIONAL LAND SURVEYOR L-2422



STATE OF NORTH CAROLINA
COUNTY OF ALAMANCE

I, _____
REVIEW OFFICER OF ALAMANCE COUNTY, CERTIFY
THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION
IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR
RECORDING.

REVIEW OFFICER

DATE

APPROVED BY THE GRAHAM CITY COUNCIL ON THE
DAY OF _____, 20____
PROVIDED THAT THE PLAT BE RECORDED WITHIN
SIXTY (60) DAYS OF FINAL APPROVAL.

MAYOR

DATE

(60' PUBLIC R/W)
WHITTEMORE ROAD
S.R. 2107

D.B. 1592 PG. 627
CLYDE WHITTEMORE, JR.

PROPERTY OF
J. L. FOUST
P.B. 69, PG. 47

(60' PUBLIC R/W)
NOAH ROAD
S.R. 2218

PROPERTY OF
J. L. FOUST
P.B. 75, PG. 492

PROPERTY OF
J. L. FOUST
P.B. 69, PG. 119

SECTION TWO
AVALON ACRES
P.B. 67 PG. 62

FINAL PLAT
CORPORATE LIMITS EXTENSION
CITY OF GRAHAM
GRAHAM TOWNSHIP, ALAMANCE COUNTY, N. C.

SCALE: 1"=60' JUNE 10, 2015



WAYNE B. PERRY
2823 CATHERINE DRIVE

PROFESSIONAL LAND SURVEYOR
BURLINGTON, N. C. 27215

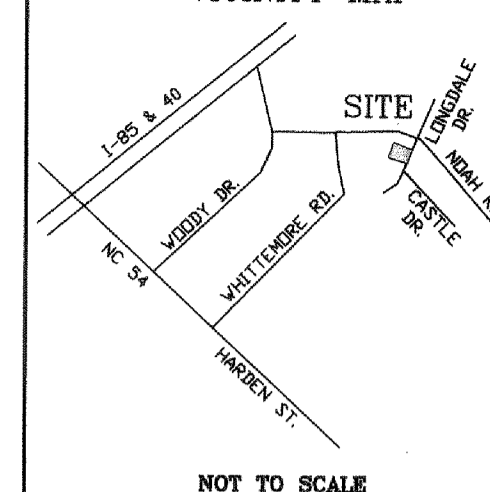
PHONE - 336-584-9827

JOB NO. 15016

LEGEND:

IRON STAKE FOUND

VICINITY MAP



NOT TO SCALE

P.B. 64 PG. 462



STAFF REPORT

SUBJECT:	ADOPTION OF HISTORIC LANDMARK: ONEIDA MILLS
PREPARED BY:	NATHAN PAGE, CITY PLANNER

REQUESTED ACTION:

Approve the Pumpkin Hill Mill, LLC application to declare Oneida Mill as a Local Historic Landmark.

BACKGROUND/SUMMARY:

The attached petition seeks the Council's approval as a Local Historic Landmark for the Oneida Mill property, first construction having occurred in 1882.

The Historic Landmark designation process has two steps; adoption by council following a positive recommendation from HRC is the last of these.

FISCAL IMPACT:

The fiscal impact of this adoption is negligible. The area has city water and sewer available.



STAFF RECOMMENDATION:

Approval. Adoption of the subject property will afford the Historic Resources Commission oversight to all exterior changes which will take place on the property.

SUGGESTED MOTION(S):

I move we adopt the Oneida Mill Property located at 219 W Harden Street as a Local Historic Landmark.

AN ORDINANCE DESIGNATING ONEIDA COTTON MILLS IN THE PLANNING JURISDICTION OF THE CITY OF GRAHAM, NORTH CAROLINA, A HISTORIC LANDMARK

WHEREAS, the property located at 219 West Harden Street, Graham NC, is owned by Jay Burke Rentals INC; and

WHEREAS, the General Assembly of the State of North Carolina authorized the creation of the Graham Historic Resources Commission for the City of Graham and otherwise provided for the preservation of certain historic sites and buildings by the passage of Part 3C, Chapter 160A, Article 19 of the North Carolina General Statutes; and

WHEREAS, the Graham Historic Resources Commission has made an investigation and recommended the following property be designated a historic landmark; and

WHEREAS, the National Park Service has declared the Oneida Cotton Mills as entered in the National Register; and

WHEREAS, the North Carolina Department of Cultural Resources has made an analysis and recommendation that the following property be designated a historic landmark; and

WHEREAS, on the 4th day of August, 2015 a public hearing was held in the Council Chamber of Graham City Hall, Graham, North Carolina before the City Council of the City of Graham to determine whether the hereinafter described property should be designated a historic landmark; and

WHEREAS, all requirements of Part 3C, Chapter 160A, Article 19 of the North Carolina General Statutes, preceding the adoption of this ordinance, have been complied with.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAHAM, NORTH CAROLINA THAT:

Section 1. The property designated as Oneida Cotton Mills, in the planning jurisdiction of the City of Graham, North Carolina, be and is declared a Graham Historic Landmark. Said property being more particularly described as follows:

The property located at 219 West Harden Street, Graham NC, owned by Jay Burke Rentals, INC, that property described in deed book 2722, page 613 recorded in Alamance County Registry, comprising approximately 6.843 acres.

Section 2. Those elements of the property that are integral to its historical, prehistorical, architectural, archeological and/or cultural significance or any combination thereof are as follows:

The Oneida Cotton Mill is an intact collection of late nineteenth and early twentieth century industrial buildings. The floor plan, rectangular footprint, brick construction, heavy-timber interior framing, and flat and low gable roofs at the complex epitomize the types and forms of industrial buildings constructed in the Piedmont of North Carolina during this period. The Hold Mill, Scott and Donnell Mill, and the Opener Room buildings in the complex all display the principles of slow-burn construction that was common for textile mills of the late nineteenth and early twentieth centuries. Most notably among these was building material, positioning of large-capacity water tanks in the towers, heavy-timber framing, large windows for ventilation and light, and the creation of space separate from the main mill floor for activities that could lead to fires. These features remain prominent in Oneida Cotton Mill. The recent removal of vertical metal siding and simulated masonry siding reveals a collection of industrial buildings that clearly demonstrate the use of slow-burn construction. Although windows on the Hold Mill have been infilled, some on the Scott and Donnell Mill building and the Opener Room retain their historic sash and did so because of the siding that was applied to the buildings in the late 1950s. All windows retain their decorative brick surrounds, mostly in the form of segmental arches. The square towers on the Scott and Donnell Mill and Holt Mill buildings have been truncated, but

the iconic southeast corner round tower remains in its original form, except for the enclosure of the bays. The additions made to buildings over time illustrate the expansion of the companies located here and the evolution of industrial processes over a nearly eighty-year period.

Section 3. No portion of the exterior features of any building, site, structure, or object (including windows, walls, fences, light fixtures, steps, pavement, paths, or any other appurtenant features), trees, nor above ground utility structure located on the hereinbefore described property that is designated in the ordinance may be altered, restored, moved, remodeled, or reconstructed so that a change in design, material or outer appearance occurs unless and until a certificate of appropriateness is obtained from the Graham Historic Resources Commission or its successors; provided however that the Graham Development Ordinance allows for staff approvals.

Section 4. No building, site, structure, or object (including walls, fences, light fixtures, steps, pavement, paths or any other appurtenant features), trees, nor above ground utility structure located on the hereinbefore described property that is designated in this ordinance may be demolished unless and until either approval of a demolition is obtained from the Graham Historic Resources Commission or a period of three hundred sixty-five (365) days has elapsed following final review by the Commission of a request for demolition (or any longer period of time required by N.C. G.S. 160A-400.14 as it may be amended hereafter); provided however, that demolition may be denied by the Graham Historic Resources Commission in the event that the State Historic Preservation Officer determines that the building, site, or structure has statewide significance as provided by N.C. G. S. 160A-400.14.

Section 5. The Graham Historic Resources Commission shall have no jurisdiction over the interior features of the property.

Section 6. All owners and occupants of the property hereinabove described, whose identity and addresses can be ascertained by the exercise of due diligence shall be sent by certified mail a copy of this ordinance.

Section 7. This ordinance shall be indexed after the property owner's name in the grantor and grantee indexes in the Office of the Register of Deeds in Alamance County.

Section 8. In the event the Oneida Cotton Mills complex designated by this ordinance is demolished in accordance with the ordinances of the City of Graham, this ordinance shall be automatically null and void.

Section 9. Any violation of this ordinance shall be unlawful as by law provided.

Adopted this, the 4th day of August, 2015 by the City Council of the City of Graham, North Carolina.

Gerald R. Peterman, Mayor

ATTEST:

Darcy L. Sperry, City Clerk



Application for HISTORIC LANDMARK DESIGNATION

RECEIVED
JUN 04 2015
CITY OF GRAHAM
INST. 7 P.2

P.O. Drawer 357
201 South Main Street
Graham, NC 27253
(336) 570-6705
Fax (336) 570-6703
www.cityofgraham.com

The City Council, only upon a favorable recommendation from the Historic Resources Commission, may designate a structure or site as a local historic landmark. Regulations for designation of historic landmarks can be found in Article IV, Division 10, Historic Resources, of the *Development Ordinance*.

Property

Name: Oneida Mill

Street address or other description of the property's location:

219 West Harden, Graham

Tax Map#: 145558 GPIN: 8884056108

Property Owner: Jay Burke Rentals, Inc.

Mailing Address: 170SE Court Square, Suite 202

City, State, Zip: Graham, NC 27253

Phone # (336) 269-7878

Applicant

Name: Pumpkin Hill Mill LLC

☐ Property Owner Other ☒ Contracted Purchaser

Mailing Address: 463 1/2 Carolina Circle

City, State, Zip: Winston Salem, NC 27104

Phone # (336) 499-1963

Email: admin@thirdwavehousing.com

I, the applicant, hereby request that the property described in this application and in the attached report be designated as a historic landmark by the City of Graham, North Carolina.

Signature of Applicant

Date

6/2/2015

Significance

Briefly describe the structure or site's significance:

please see attached National Register of Historic Places Registration Form which was approved by the National Park Service in June of 2014

This application must be accompanied by a report on the historic, architectural, prehistorical, educational or cultural significance of each building, structure, site, area or object proposed for designation. The report shall include the suggested minimum standards set forth by the State Historic Preservation Office.

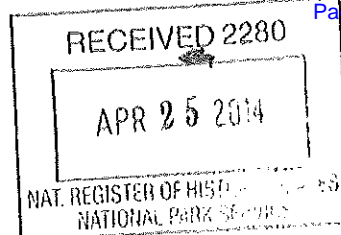
FOR OFFICE USE ONLY

DEVID#

Fee \$

United States Department of the Interior
National Park Service

National Register of Historic Places
Registration Form



291

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in *How to Complete the National Register of Historic Places Registration Form* (National Register Bulletin 16A). Complete each item by marking "x" in the appropriate box or by entering the information requested. If an item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions. Place additional entries and narrative items on continuation sheets (NPS Form 10-900a). Use a typewriter, word processor, or computer, to complete all items.

1. Name of Property

historic name Oneida Cotton Mills and Scott-Mebane Manufacturing Company Complex

other names/site number Scott and Donnell Mill

2. Location

street & number 219 West Harden Street and 220 West Harden Street n/a ☐ not for publication

city or town Graham n/a ☐ vicinity

state North Carolina code NC county Alamance code 001 zip code 27253

3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act, as amended, I hereby certify that this ☒ nomination ☐ request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set for in 36 CFR Part 60. In my opinion, the property ☒ meets ☐ does not meet the National Register criteria. I recommend that this property be considered significant ☐ nationally ☐ statewide ☒ locally. (See continuation sheet for additional comments.)

Kevin Cherry, SHPO
Signature of certifying official/Title

4/16/2014
Date

North Carolina Department of Cultural Resources
State or Federal agency and bureau

In my opinion, the property ☐ meets ☐ does not meet the National Register criteria. (☐ See Continuation sheet for additional comments.)

Signature of certifying official/Title

Date

State or Federal agency and bureau

4. National Park Service Certification

I hereby certify that the property is:

☒ entered in the National Register.
☐ See continuation sheet

☐ determined eligible for the National Register.

☐ See continuation sheet

☐ determined not eligible for the National Register.

☐ removed from the National Register.

☐ other, explain: _____

Signature of the Keeper

Date of Action

Edson D. Beall

6.9.14

5. Classification

Ownership of Property
(Check as many boxes as apply)

- ☒ private
☐ public-local
☐ public-State
☐ public-Federal

Category of Property
(Check only one box)

- ☐ building(s)
☒ district
☐ site
☐ structure
☐ object

Number of Resources within Property
(Do not include previously listed resources in count.)

Contributing	Noncontributing	
4	2	buildings
0	0	sites
1	1	structures
0	0	objects
5	3	Total

Name of related multiple property listing
(Enter "N/A" if property is not part of a multiple property listing.)

n/a

Number of Contributing resources previously listed in the National Register

n/a

6. Function or Use

Historic Functions
(Enter categories from instructions)

INDUSTRY/manufacturing facility
COMMERCE/TRADE/business
COMMERCE/TRADE/warehouse

Current Functions
(Enter categories from instructions)

VACANT/NOT IN USE

7. Description

Architectural Classification
(Enter categories from instructions)

Other: Slow-burn construction

Materials
(Enter categories from instructions)

foundation Brick

walls Brick

Wood

roof Foam

other

Narrative Description

(Describe the historic and current condition of the property on one or more continuation sheets.)

8. Statement of Significance

Applicable National Register Criteria

(Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing.)

- ☐ A Property is associated with events that have made a significant contribution to the broad patterns of our history.
- ☐ B Property is associated with the lives of persons significant in our past.
- ☒ C Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- ☐ D Property has yielded, or is likely to yield, information important in prehistory or history.

Areas of Significance

(Enter categories from Instructions)

Architecture

Period of Significance

1882-1931

Significant Dates

1882; ca. 1898; ca. 1900; 1931

Significant Person

(Complete if Criterion B is marked)

n/a

Cultural Affiliation

n/a

Architect/Builder

Bain, William Carter, builder, Oneida Cotton Mills

Criteria Considerations

(Mark "x" in all the boxes that apply.)

Property is:

- ☐ A owned by a religious institution or used for religious purposes.
- ☐ B removed from its original location.
- ☐ C a birthplace or grave.
- ☐ D a cemetery.
- ☐ E a reconstructed building, object, or structure.
- ☐ F a commemorative property
- ☐ G less than 50 years of age or achieved significance within the past 50 years.

Narrative Statement of Significance

(Explain the significance of the property on one or more continuation sheets.)

9. Major Bibliographical References

Bibliography

(Cite the books, articles, and other sources used in preparing this form on one or more continuation sheets.)

Previous documentation on file (NPS):

- ☐ preliminary determination of individual listing (36 CFR 67) has been requested
- ☐ previously listed in the National Register
- ☐ Previously determined eligible by the National Register
- ☐ designated a National Historic Landmark
- ☐ recorded by Historic American Buildings Survey # _____
- ☐ recorded by Historic American Engineering Record # _____

Primary location of additional data:

- ☒ State Historic Preservation Office
- ☐ Other State Agency
- ☐ Federal Agency
- ☐ Local Government
- ☐ University
- ☐ Other

Name of repository: _____

Oneida Cotton Mills and Scott-Mebane Manufacturing Company Complex
Name of Property

Alamance County, North Carolina
County and State

10. Geographical Data

Acreage of Property 7.66 acres

UTM References

(Place additional UTM references on a continuation sheet.)

1	17	6433820	3992810
	Zone	Easting	Northing
2			

3	Zone	Easting	Northing
4			

☐ See continuation sheet

Verbal Boundary Description

(Describe the boundaries of the property on a continuation sheet.)

Boundary Justification

(Explain why the boundaries were selected on a continuation sheet.)

11. Form Prepared By

name/title Jennifer Martin Mitchell
organization MdM Historical Consultants Inc. date December 10, 2013
street & number Post Office Box 1399 telephone 919-368-1602
city or town Durham state NC zip code 27702

Additional Documentation

Submit the following items with the completed form:

Continuation Sheets

Maps

A USGS map (7.5 or 15 minute series) indicating the property's location

A Sketch map for historic districts and properties having large acreage or numerous resources.

Photographs

Representative black and white photographs of the property.

Additional items

(Check with the SHPO or FPO for any additional items.)

Property Owner

(Complete this item at the request of SHPO or FPO.)

name Jay Burke
street & number 2914 S NC 87 telephone
city or town Graham state NC zip code 27253

Paperwork Reduction Act Statement: This information is being collected for applications to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and to amend existing listing. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C. 470 *et seq.*)

Estimated Burden Statement: Public reporting burden for this form is estimated to average 18.1 hours per response including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form to the Chief, Administrative Services Division, National Park Service, P. O. Box 37127, Washington, DC 20013-7127; and the Office of Management and Budget, Paperwork Reduction Projects (1024-0018), Washington, DC 20303.

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 7 Page 1

Oneida Cotton Mills and Scott-Mebane Manufacturing Company Complex
Alamance County, North Carolina

Description

The Oneida Cotton Mills and Scott-Mebane Manufacturing Company Complex is a small historic district composed of two historic industrial concerns. Oneida Cotton Mills, the first cotton mill established in Graham, Alamance County, North Carolina, stands on a 6.8-acre site on the north side of West Harden Street. Scott-Mebane Manufacturing Company occupies .8195 acres directly across West Harden Street and south of the cotton mill complex. In their early histories, the mill and manufacturing company were both associated with Lynn Banks Holt, who was a son of Edwin Michael "E. M." Holt, a textile pioneer in North Carolina. Oneida Cotton Mills, which is contained by a chain link fence, is bounded on the south by West Harden Street, Oneida Street to the west, West Market Street to the north, and North Maple Street to the east. Scott-Mebane Manufacturing Company is on the south side of West Harden Street, directly across from Oneida Cotton Mills. The Graham Courthouse Square Historic District (NR, 1983) is immediately to the southeast, with part of its boundary extending along the south side of West Harden Street opposite Oneida Cotton Mill. The North Main Street Historic District (NR, 1999) is just to the northeast of the property. The southwest edge of that district extends along a small portion of the north side of West Market Street, just to the west of North Maple Street.

Oneida Cotton Mills is located at 219 West Harden Street and faces south. The buildings date from 1882 into the 1940s and all resources are red-brick except for a small shed-roofed bathroom building from the 1940s. The mill complex's buildings are positioned on the south edge of the parcel with their shorter elevations facing the right-of-way. The rear (north) portion of the lot is generally open, but partially covered in grass, asphalt from a former parking lot, and concrete. The remnants of a concrete-lined reservoir are on the west edge of the parcel near Oneida Street. Access to the complex is through gates in a high chain link fence on the West Harden Street or North Market Street sides of the property. A low concrete block wall, with a chain link fence above, spans a portion of the south property line along the sidewalk on West Harden Street and connects the southwest corner of the beaming and quilling rooms to the southeast corner of the Opener Room.

Scott-Mebane Manufacturing Company is located at 220 West Harden Street. It faces north and is directly across West Harden Street from Oneida Cotton Mills. The building is composed of a two-story brick edifice constructed ca. 1900 with an office addition dating to ca. 1906 that was expanded around 1959. An asphalt parking lot is immediately to the west, while a grassy lawn is on the other sides of the building.

Oneida Cotton Mills was constructed in several stages, with the oldest portion, the Scott and Donnell Mill and its auxiliary buildings, dating to 1882. This section of the building, which is situated at the center of the property, had a two- and a three-story square brick tower on its east elevation, which were truncated around 1959 when the building was covered in vertical metal siding and simulated masonry siding. Most of that siding has been removed. It was likely that the siding was applied at the same time air conditioning was installed. The dye house, which is attached to the west side of the original mill, was also constructed in 1882 and has been expanded over time. The original portion of the beaming and quilling rooms, which is attached to the south end of the west side of the Scott and Donnell Mill also dates to 1882. Like the dye house, it was expanded over time as the mill's production expanded.

The next major phase of construction came around 1898 when Lynn Banks Holt more than doubled the size of the complex with the addition of a two-story brick, front-gabled knitting mill (Holt Mill) to the east. It featured a round tower on its southeast corner and two four-story towers on its west elevation; as on the original building, these two west towers were shortened to two stories in ca. 1959. However, the iconic round tower was retained and remains largely intact except

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where the windows have been bricked in. The Scott-Mebane Manufacturing Company was built on the south side of West Harden Street opposite the mill around 1900. The dye house attached to the original building in the main complex was expanded by 1904. By 1931, an opener room, which is the westernmost building, was added to the complex. Around 1959, a one-story addition was made to the east side of the 1898 Holt Mill. Metal siding and simulated masonry siding were applied at this same time and coincided with the mill's purchase by Kaiser-Roth. Most of that siding has been removed, although some simulated masonry siding remains on the east wall of the Scott and Donnell Mill and the west wall of the Holt Mill.

Inventory

The inventory presents the buildings in chronological order by their construction dates. For each building or structure, a construction date or approximate construction date is provided. These dates are based on local history and Sanborn maps for the years 1893, 1898, 1904, 1910, 1924, 1931, and 1943, which show the evolution of the complex over time. Buildings are listed as contributing if their dates of construction fall within the period of significance and they retain integrity of materials, setting, feeling, association, location, workmanship, and design. Buildings constructed outside the period of significance, including the bathroom building and the small sprinkler building, or ruinous resources, such as the walls of the 1920s cotton warehouse that burned, are noncontributing.

Oneida Cotton Mills

Scott and Donnell Mill

1882, ca. 1959

Contributing Building

Exterior

The long, two-story, brick building was the first constructed in the complex. Metal siding and some of the simulated masonry siding that was put on around 1959 has recently been removed revealing a nearly intact brick exterior. The simulated masonry siding is applied directly to the brick and covers the lower fourth of the exterior on most of the east elevation but will be taken off. Neither the metal or simulated masonry has damaged the brick or mortar. Some of the window bays were also bricked in around 1959.

Overall, the building measures approximately 52 feet by 350 feet with the shorter elevations facing south and north. A low-pitched gabled roof tops the building.

The ten-bay south elevation is topped by a raised brick parapet topped by flat, tile-covered coping; the five westernmost bays front the beaming and quilling rooms (described later). Just below the parapet is a stepped and corbelled brick cornice. A slightly lower section on the east end is divided from the main elevation by a projecting brick pilaster and was the base of the two-story tower that was lowered to one-story. Flat concrete coping tops its parapet. Windows on the south elevation have segmental brick arches, but the slightly projecting sills (probably wood) were removed ca. 1959 when the building was covered in metal. The bottom thirds of the window openings are infilled with concrete block. The upper sashes are twelve lights and one row of four lights remains uncovered in the lower sash. The window on the west

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end is missing its sash and is partially filled with plywood. The window on the east end, in what was the tower, has eight lights in its upper sash and is topped by a projecting semi-circular brick arch.

The east elevation of the former tower contains a single-leaf metal door with sidelights. The transom above is covered in wood and the entrance is topped by a three-course header brick semi-circular brick arch. An arched window to the right (north) is topped by a similar arch and retains its wooden upper sash with twelve divided lights; most of the bottom sash is covered in the simulated masonry siding. This elevation of the tower is framed by corner projecting brick pilasters. A portion of the east elevation of the beaming and quilling rooms is visible to the right of the former tower. Its upper half has been uncovered but simulated concrete siding remains on the bottom half. This small section of wall is topped by a flat parapet with tile coping. The wooden brackets under the eaves remain on portions of the rest of the building, including the east elevation. Twelve-light-over-twelve-light double-hung wood sash under segmental-arched lintels are present along the length of the east elevation of the building. A loading dock, with a raised concrete platform and a flat metal roof supported by round metal poles, is located about one-quarter down the length of the elevation from the south end. A set of concrete steps, with a metal railing, leads from the asphalt parking area up to the loading dock. The loading dock entry has been covered with plywood. A sign on the metal framing supporting the dock roof reads, "Yarn Whse. Dock No. 1." Two two-story additions are located near the north end of this elevation, marking the point where the building becomes two-story, one with a shed roof and the other with a raised brick parapet topped by flat, tile-covered coping. Windows in these additions have metal frames and concrete sills. Just to the north, the three-story brick tower, with flat concrete coping, was lowered to two stories before it was covered in the metal and simulated masonry siding. A single-leaf door with boarded over four-light glazing is sheltered by a flat-roofed hood. A brick infilled segmental-arched window opening is located above this door. A similar window is located at the second-story of the north elevation of the tower. The building continues to the north of the tower as a two-story building with segmental-arched wood sash windows on each story; a few wooden sills remain.

The north elevation was the north side of the picker room (first floor) and warping room (second floor) in the late nineteenth century. One twelve-over-twelve wooden window on the east end of the upper level is visible, while the others have been boarded over. Windows on both levels have segmental brick arches, although the lower window arches are laid in two header courses, while the upper window arches are one course of header brick. Window sills are wood. Two center windows on the upper level and a former doorway on the east end of the lower level have been bricked in. This north block displays raised brick parapets with tile coping on its east and west elevations. A concrete ramp running just in front of this elevation leads to the building's rear loading dock.

The twenty-bay west elevation's brick exterior is uncovered. Original windows, identical to those on the rear elevation remain intact. After the dye house, which stands immediately to the west, was expanded, the area between the two buildings was covered with a roof, which is now mostly collapsed. A section of the west elevation of the Scott and Donnell Mill, south of the dye house, is visible near the smokestack. Here windows are covered in wood. The smokestack (described later) is situated between the Scott and Donnell Mill and the south end of the dye house.

Interior

In general, the interior features exposed brick walls, a concrete floor, chamfered vertical wood supports, wood ceilings, and wood joists. In some places, steel beams and round steel posts have been installed for stabilization on the first floor.

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Long continuous banks of hanging fluorescent lights have been installed the length of the interior. Most windows are uncovered so that the metal sash is visible, but others have been boarded up from the inside.

A wooden stair with a solid beadboard balustrade leads to the upper floor. It is located on the building's east side in the square tower that was shortened ca. 1959. Windows in the top of the stair have been infilled from the inside with concrete block.

The upper interior is a large open space that has finishes similar to those on the first level except the floor is wooden. Some windows on this level are fitted with plywood or concrete block, but some display their original twelve-over-twelve wooden sash. Access to this level from the lower level is through a heavy, metal sliding door on a metal track located on the east wall. On the west side of the space is a brick passage leading into the dye house. Two temporary offices spaces have been created on this level: one on the west wall and one at the south end. The walls are impermanent and easily removed.

Dye House, Drying Room, and Boiler Room 1882; ca. 1904; ca. 1910

The elongated brick building stands west of and runs parallel to the original mill. The two buildings have always been joined by small brick hyphen and, around ca. 1943, by the addition of a roof, which is now partially collapsed.

Exterior

The dye house is about 170 feet long and about 50 feet wide. Originally, the building was composed of four sections, with the dye house occupying the largest space at the rear, or north, end. It was built in three stages and is nine-bays long. The northernmost section dates to ca. 1910, while the portion just south of it is the original building and dates to 1882. The section south of the original building dates to around ca. 1904. A small portion of the south end of this section is stepped back to the east from the plane of the west elevation. The south end of the dye house terminates at a stepped parapet wall. This section of the dye house had a monitor roof, which appears on the Sanborn maps as late as 1943, but it is longer present.

Originally, two smaller rooms were south of the dye room: a space used both for drying and for cylinders, which were used for opening, blowing, and cleaning of fibers, and a space for drying and to accommodate an engine to power equipment. The latter room was connected to the main mill building by a one-story hyphen. The southern room was square in form and held two boilers.

Now, three sections of different dates are south of the long gabled dye house. The northernmost of these sections is two stories tall with a flat roof and parapet on the north and south sides, with tile coping. This section likely dates to ca. 1893 and was historically used a drying room. South of that is a square brick section with a parapet, with tile coping, on the east and west elevations that likely dates to ca. 1959, when other major updates were made to the mill. The southernmost brick section likely dates to ca. 1904 and is topped by a steep shed roof. It served as a boiler room.

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The east elevation still displays its brick exterior, but segmental-arched windows have been bricked in. This side of the building faces the original mill and a portion of the space between the two buildings was covered with a roof around 1943. Most of that roof has collapsed. A large metal door on a metal track is located on the south end of the east elevation. Immediately to the south of this door is the brick hyphen that has connected the two buildings since 1882. A metal door is on the north side of the hyphen.

The north elevation of the dye house features four modern garage bays with lift doors. The upper gable end and a portion of the elevation surrounding the bays have been covered with vertical corrugated metal siding. The east elevation of the north end of the dye house includes a replacement double-leaf entrance with a concrete lintel and a wood one-over-one sash window to its immediate north. Both are topped by double-coursed segmental arches. A brick wall to the southeast dates to around ca. 1943 and its construction coincided with the installation of the roof between the mill and dye house. A wide opening on the east end of the wall leads into the space between the two buildings.

On the west elevation, the northernmost section is covered in vertical corrugated metal siding because of a fire that compromised the brick. The rest of the western elevation is uncovered brick and features nine bays with openings topped by two-course segmental arches. South of those bays is a garage bay with a flat lintel. The west elevation of the two-story ca. 1893 drying room displays two segmental-arched windows with two-course lintels and wooden sills on the lower level. Two windows on the upper level have wooden sills and flat lintels. The west elevation of the ca. 1959 section features a wooden garage door.

Three elevations (west, south, and east) of the ca. 1904 boiler room are visible. A small bay filled with a wooden vent and topped with a two-course segmental arch pierces the west elevation. Two windows have been infilled with brick; both had two-course segmental arches. The south elevation displays overhanging eaves with rafter tails and has been parged with concrete to about half its height. The east elevation lacks windows and has been parged with concrete in the same manner as the south elevation.

Interior

The large space on the building's north end has a concrete floor, wood rafters and ceiling beams, and exposed brick walls. The space lacks vertical supports, but has a timber trussing system instead. The windows are bricked in on the east side and boarded up on the west side. The portion of the interior corresponding to the metal sheathing on the west elevation is covered in a synthetic sheathing. An office with impermanent walls has been erected near the room's northeast corner. The ca. 1893 drying room to the south features concrete floors, vertical metal pole supports, and a wooden ceiling. The southern room encompasses the ca. 1959 section and the ca. 1904 section and features vertical wood supports, a concrete floor, and boiler equipment.

Beaming and Quilling Rooms

1882; ca. 1893; ca. 1940

This flat-roofed, one-story section of the original mill building was originally L-shaped but was later infilled (between 1931 and 1943) on its northwest corner to create the current rectangular building. The beaming room, which was located to the south, was used for winding yarns onto beams in preparation for weaving or knitting. The quilling room, which was to

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the north, was used for winding yarns onto bobbins in preparation for use in the shuttle for weaving. By the 1898, the beaming room was a portion of the picker room and the quilling room was the warping room, where yarn is wound in a uniform and parallel arrangement. Between 1898 and 1904, a wall on the east side of the picker room was removed expanding the picking room into the south end of the Scott and Donnell Mill. Overall, the building is about 100 feet in length from south to north and approximately 40 feet wide from east to west.

Exterior

The façade (south elevation) of the beaming and quilling rooms encompasses five bays of the south elevation of the Scott and Donnell Mill. Its west elevation is brick at the south end, where the original building is located, and concrete block at the newer section to the north. The north wall is composed of the north wall of what was originally the quilling room and, to the west, the brick-veneered section that was added sometime before 1943. The quilling room, which is topped by a stepped parapet and tile coping, displays bricked-in, arched-head bays with two-course, segmental arches. A raised brick parapet with tile coping extends along a portion of the building's east side where it abuts with the original mill.

Interior

The beaming and quilling rooms are composed of three interior spaces. The southernmost room (originally the beaming room) is one large open space with a wooden floor, brick walls, and a wood roof system composed of rafters resting on larger intersecting wooden beams. A smaller room is just north of the beaming room. This room was added sometime between 1910 and 1924, according to Sanborn maps. It is finished with brick walls, wood floors, and a wooden roofing system with horizontal rafters, original wood ceiling sheathing, and some replacement plywood sheathing where leaks have occurred. Bricked in windows with segmental arches remain on the south and east walls. Part of the wood floor has collapsed. The larger room to the northeast (originally the quilling room) has wood floors, brick walls, and wood vertical posts supporting large horizontal beams upon which rest wood ceiling rafters. Bricked in windows with segmental arches remain on the north wall. The west wall is concrete block. A doorway on the north end of the east wall connects to the second level of the Scott and Donnell Mill.

Smokestack

1882

Contributing Structure

An 80-foot-tall square, three-stage brick smokestack stands between the original mill and the dye house. The stack tapers from bottom to top and has two bands of corbelled sawtooth brick at the two lower stages and a corbelled brick cap.

Holt Mill

Ca. 1898; ca. 1959

Contributing Building

After Lynn Banks Holt bought the mill from Scott and Donnell, he hired contractor William Carter Bain to construct a large brick building roughly double the size of the original mill. On its first level, it held an overall factory, storage room,

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and beaming, quilling, and weaving rooms. The second level was used for weaving. Around 1959, the building was expanded to the east with a brick annex that is the length of the Holt Mill building and about 80 feet wide.

Exterior

The ca. 1898, two-story section of the Holt Mill is approximately 330 feet long and 109 feet wide. This section features bracketed wood eaves and a very low-pitched gable roof. A flat-roofed brick elevator tower with a parapet covered in tile coping occupies the east side of the building's rooftop. All of the vertical metal siding and some of the simulated masonry siding has recently been removed from the exterior. It appears that the metal siding and simulated masonry siding were applied in a manner that has not damaged the brick exterior.

The south elevation runs parallel to West Harden Street and historically functioned as the principal face of Holt Mill. A flat concrete-topped parapet is just above this elevation's corbelled brick cornice. Twelve bays separated by full-height brick pilasters span this elevation. Segmental brick arches and flat concrete sills frame the bays on both levels. A square two-story tower, which was originally four stories in height, is on the west end and displays two tall and narrow bays. The east end of the south elevation terminates in the iconic three-story round brick tower with a conical metal-tile-covered roof and bracketed eaves. Most of the bays on the south elevation of the round tower are bricked in but two on the upper level, near the center of the elevation, have been fitted with metal frame vents. Large vertical metal pipes, or chutes, flank the bays containing the vents.

The west elevation is mostly brick with a relatively small amount of simulated masonry siding remaining. A portion of the west elevation's flat parapet is covered with tile coping manufactured by Pomona Tile Company. The west elevation of the now two-story corner stair tower features full-height brick pilasters framing two bays. A brick belt course with dentils spans the upper wall below the flat, concrete-topped parapet. Segmental arches top the upper-level tall, narrow, bricked-in windows resting on a continuous concrete sill that terminates at the outer corners of the bays. A brick belt course below the sill spans the space above the lower-level bays. On the north side of the tower's west elevation is a window topped by a segmental arch that has been infilled with brick and concrete block. The metal-framed, fully-glazed door to the right (or south) is topped by a semi-elliptical brick arch. Simulated masonry siding covers most of the first story of the north elevation of the tower and the west elevation just north of the truncated tower. This siding continues to the south elevation of the ca. 1959 chiller addition, a nearly square, two-story projection located just south of the center of this elevation. It measures about 40 feet from east to west and 70 feet from north to south and has large equipment, including a massive fan, on its flat roof. The remainder of the west elevation, which constitutes most of this side of the building, lacks later sheathing and the original brick exterior is visible. Immediately north of the chiller addition is a small, one-bay-deep, one- and two-story, brick, flat- and shed-roofed addition with steel-frame windows. The one-story section is to the south and contains bathrooms and was probably added ca. 1959, has two small segmental, arched-head windows on its north elevation. This two-story section also displays wood overhanging, bracketed eaves. The west wall of the original building, behind this addition, has flat-headed rectangular windows with a concrete sill and corbelled lintels on the upper level and windows with segmental arches, corbelled hoods, and concrete sills on the lower level. A lowered square brick tower, with bold brick corner pilasters, is immediately to the north. It has round, stepped arches over its upper wood, double-leaf and lower replacement single doors on the west elevation and segmental-arched windows with a continuous hood. The tower originally displayed a corbelled cornice, but now has a flat parapet with concrete coping. North of the tower are thirteen bays on both the upper and lower levels. Windows on the upper level have flat brick corbelled lintels and concrete

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sills set in bays between brick pilasters. Brick segmental arches with corbelled hoods and concrete sills frame the lower level windows. All windows are bricked in. A raised concrete loading dock fronts the four northernmost bays on the first level is sheltered by a hipped metal roof supported by metal brackets and wraps around to the north elevation; a double-leaf door is located on the west elevation.

The twelve-bay-wide north elevation features a parapet with concrete coping that is stepped at the center of the elevation above the central six bays; the lower parapets top the three flanking bays. A row of corbelled sawtooth bricks extends along the upper façade below the cornice. Full-height brick pilasters frame each bay. Segmental arches with corbelled hoods top the windows on both levels and all window openings have been partially or completely filled with brick. Some have been fitted with smaller windows and the space around those windows has been infilled. The concrete loading dock from the west elevation wraps around to the north elevation fronting the wide entrance with a sliding wood door and a bricked-in window to the west.

On the east elevation, windows on the upper level are identical to the upper-level windows on the west elevation. Lower-level windows are obscured by the annex that abuts this side of Holt Mill.

Immediately to the east of the original Holt Mill and adjoining the earlier building is the ca. 1959 one-story, brick, flat-roofed annex building with a flat parapet topped with concrete coping. The brick south façade lacks any fenestration and until recently its upper half was sheathed in vertical metal siding. A flat metal canopy on the south end of the east elevation shelters a stair with a round metal balustrade that provides access to below-ground space. The rest of the east elevation lacks windows. The rear, or north, elevation features two loading dock bays sheltered by a flat canopy on the west end of the elevation.

Interior

Both levels of the Holt Mill consist of one single open room with most of the original finishes intact. The first floor of the original building has a wood floor, wood ceilings, octagonal wood vertical posts topped with wood blocks that support wood ceiling beams. An open wooden stair in the tower at the center of the west elevation features a solid beadboard balustrade. A second stair is located in the southwest tower. The upper level is identical to the lower level in finishes and structure. Metal fire doors on metal railings are found throughout. Bathrooms (with pink tile for women and blue tile for men) are located on the west side of the building in the ca. 1959 two-story addition. The elevator is contained in an interior brick tower located near the north end of the east elevation.

The ca. 1959 annex connects to the original building through a doorway on the east wall of the first level of the original building. The annex has a concrete floor, metal ceiling joists with diagonal bridging and octagonal metal supports extending to the floor, and a corrugated metal ceiling. The interior consists of two rooms, with the southern room being larger. Large double doors separate the two rooms.

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Scott-Mebane Manufacturing Company
Ca. 1900; ca. 1906; ca. 1959
Contributing Building

The two-story Scott-Mebane Manufacturing Company was built for Oneida Cotton Mills owner Lynn Banks Holt's sons-in-law H. W. Scott and J. K. Mebane. It originally had a monitor roof, which was removed sometime after 1943. The one-story office, which was originally L-shaped, was added ca. 1906 and expanded to the rear around 1959.

Exterior

The two-story brick building facing north is eight bays wide and sixteen bays deep and topped with a low front-gable roof. The façade features a stepped parapet with tile coping; it displays a corbelled cornice and sawtooth brick detailing below. Bays are slightly recessed and the window openings contain glass blocks topped by two-course segmental arches; the recessed bays are crowned by sawtooth brick detailing. Windows lack sills. The lower bays on each end of the façade contain doors. The single-leaf door on the west is surrounded by infill brick and topped by a three-row segmental arch. On the east end of the two-story block, a five-panel, wood door is topped with an identical brick arch. Simple concrete steps front both entrances.

The west elevation's windows and doors are topped with segmental two-course arches and have been infilled with brick. Full-height brick pilasters frame each bay. The third bay on the first story has been converted to an entrance with a fully-glazed, metal-frame door and a north sidelight. Enamel siding that extends just beyond the width of the bay flanks the entrance. A flat aluminum canopy braced with metal supports shelters the entrance. The sixth and ninth bays on the first floor have been fitted with metal vents at their tops. The seventh bay has been fitted with an L-shaped metal flue. The fifteenth bay has been converted for use as an entrance with a paneled door set behind a metal gate-type outer door. The sixteenth bay, which is narrower than the others, contains a single-leaf metal door topped by a canopy identical to the one in the third bay. The tenth bay on the upper story has been fitted with a single-leaf metal door that is accessed by a metal fire stair on metal supports that terminates at the bottom on a raised concrete loading dock. A metal, shed-roofed, bracketed canopy shelters the loading dock that slopes down slightly from north to south. A concrete stair with a metal railing is located on the south end of the loading dock.

Two one-story, shed-roofed, one-room-deep brick additions are attached to the rear elevation. The west shed room appears on Sanborn maps as early as 1904 as a boiler room and appears to be original. A bay on the west elevation of the shed has been infilled with brick. The shed-roofed addition immediately to the east features a flat parapet with tile coping on its west end. Two large vents pierce the west end of the south elevation, while a single-leaf wood door is at the east end. On the upper level of the two-story building, an overhanging eave, with a wood soffit, shelters eight bays identical to those on the west elevation, also separated by brick pilasters.

The east elevation displays fifteen bricked-in windows like those on the other elevations and a sixteenth bay that is narrower than the others and does not contain a window. The ninth bay contains a metal vent. This side retains its eave brackets.

The one-story, four-bay office building is attached to the east side of the manufacturing company building. Like the two-story block, it faces north toward West Harden Street. The one-story building displays brick corbelling and a sawtooth

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band below the cornice. Each bay is topped by two corbelled courses of bricks and a semi-circular brick arch. Three glass block windows are to the west and a single-leaf glass door topped by a glass block transom fills the westernmost bay. Simple concrete steps front the entrance.

The rear elevation is the rear of the ca. 1959 addition. It features a double-leaf door on its west end and a modern slide-up garage door to the east. A metal vent is immediately to the east of the garage door.

The north end of the east elevation shows evidence of the cotton warehouse that once stood next to the office. This elevation lacks windows and doors.

Interior

The main level consists of a large open space. Vertical steel replacement I-beams support original wide horizontal wooden beams below the wood rafters and wood ceilings. The floor is concrete. An opening on the east wall leads to the office addition. A front room contains a wooden stair and an office with beadboard walls and a five-panel door. Upstairs, the space is divided into two large rooms separated by a wooden wall. The floor and ceiling are wood and wood posts support the ceiling. The front, or north, room has a dropped ceiling, although vertical octagonal supports remain.

The office addition connects to the manufacturing company through a wide opening on its west wall; this opening was made when the office was added. The office interior has a concrete floor. The south brick wall of the original building is exposed and contains a window that has been filled with brick. The north end of the interior has been divided into offices. The rest of the space is open.

Opener Room

Ca. 1931

Contributing Building

The opener room, located at the southwest corner of the main mill complex, was used to house the opener, which broke open large bales of cotton as they arrived at the mill. The opener also fluffed up the cotton and removed vegetable matter. The brick building is approximately 110 feet long and about 30 feet wide.

Exterior

A very slightly sloped shed roof tops the building. The south elevation faces West Harden Street and features three twenty-five-light metal windows with center-pivoting hoppers containing wired glass. Each window rests on a concrete sill. Vertical metal siding, which was recently removed from this elevation, helped to preserve almost all of the glass panes. Slightly overhanging wood eaves span the upper wall.

The thirteen-bay west elevation displays wood brackets on its slightly overhanging eaves. Twenty-light, metal-framed windows on concrete sills span this side of the building. The three northernmost windows in the taller portion of the building contain twenty-eight lights.

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The north elevation displays two twenty-eight-light windows like those on the north end of the west elevation. This elevation has a stepped parapet on its east end. This corner parapet fronts the dust flue at the northeast corner of the building.

The east elevation is partially composed of the west wall of the ruinous cotton warehouse. The north end of the opener room's east elevation has a parapet that steps up from the warehouse wall to a flat parapet capped by projecting brick coping. A double-leaf wood door, sheathed in metal, pierces the east elevation, just below where the parapet is stepped. To the north, a steel window, like those on the other elevations of this end of the building, is covered in plywood. A concrete loading dock fronts the north end of the east elevation.

Interior

The interior consists of one large room with a wood-over-concrete floor, wood ceiling, wood beams, and vertical chamfered wood supports crowned with wood blocks. A dust flue enclosed in brick occupies the northeast corner.

Bathroom Building

Ca. 1943

Noncontributing Building

The small, one-story building just southwest of the dye house consists of two parts: a hip-roofed brick section and a frame shed-roof portion attached to its southeast corner. Both sections have metal roofs. The building, in its current form, first appears on the Sanborn maps in 1943, but it seems to have been built in stages.

The brick section is rectangular in form, with a wall that extends to the south to form the rear wall of the wood portion. The hip-roofed building displays exposed rafter tails, wood-frame windows on its north and west elevations, and a doorway on its east elevation that is topped by a two-course segmental arch. A doorway on the west end of the south elevation is rectangular in form. The brick wall that extends from the brick building is pierced by a boarded up window. The frame, shed-roofed section is slightly higher than the brick block and features vertical board sheathing, exposed rafter tails, and a boarded up doorway on its east elevation.

Sprinkler Building

Ca. 1959

Noncontributing Building

A small, square, one-story, brick building with a flat roof is just off the southeast corner of the Scott and Donnell Mill. An open bay pierces its east elevation. A large sprinkler system is located on the interior.

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Walls of Cotton Warehouse

Ca. 1924

Noncontributing Structure

The east and west walls, center firewall, and concrete interior floors of what was the gable-roofed cotton warehouse remain just west of the beaming and quilling rooms. The building was about 110 feet from east to west and about 80 feet deep. It burned at an unknown date.

The west wall abuts a portion of the east wall of the opener room, which was built to the west a few years after the warehouse was constructed. This wall has a low gable and is topped by tile coping. Rectangular notches in the upper wall held the wooden roofing system. The center firewall has a flat parapet with tile coping. The east wall is identical to the west wall, but retains a large sliding metal fire door. A bay to the south has been bricked in. A concrete block wall, with chain link fence above, extends from the southwest corner of the beaming and quilling rooms then along the sidewalk in front of the warehouse walls.

Integrity Statement

Like most late nineteenth- or early twentieth-century textile mills, the Oneida Cotton Mills and Scott-Mebane Manufacturing Company Complex has undergone alterations and additions as changes in operations, production capacity, and ownership required modifications to the buildings. Major additions to the original buildings occurred ca. 1893, ca. 1898, ca. 1904, ca. 1906, ca. 1910, ca. 1924, ca. 1931, ca. 1940, and ca. 1959. The most radical alteration came in ca. 1959 when windows were bricked up and the exteriors of most of the buildings were sheathed in vertical metal and simulated masonry siding. This is also when air conditioning was introduced in the buildings. In the fall of 2013, a large portion of this siding was removed revealing intact exteriors on the Scott and Donnell Mill and its beaming and quilling rooms, as well as on Holt Mill, its annex, and the Opener Room. Where the windows have not been infilled, many buildings retain their original windows. Although this industrial complex evolved as more space was needed and technology advanced textile production practices, it is a good example of a late nineteenth- and early twentieth-century textile mill in Graham and retains sufficient integrity to convey its significance in the area of architecture.

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Summary

Oneida Cotton Mills and the Scott-Mebane Manufacturing Company Complex meets National Register of Historic Places Criterion C as an important example of textile mill construction in the town of Graham, Alamance County, North Carolina. The use of slow-burn construction methods at Oneida Cotton Mills that includes brick as the principal building material, heavy-timber interior framing, oversized and numerous windows, and towers to hold large capacity water tanks epitomize textile mill design and technology for dealing with fire issues and ensuring structural integrity. Graham merchants James Sidney Scott and W. Calvin Donnell constructed the Scott and Donnell Mill in 1882 as the town's first cotton mill. In 1887, Lynn Banks Holt, son of textile pioneer, E. M. Holt, purchased the property, renamed it Oneida Cotton Mills, and expanded it with several additions. Around 1900, Holt built Scott-Mebane Manufacturing Company, a mill across West Harden Street from Oneida Cotton Mills where overalls were produced, for his sons-in-law H. W. "Buck" Scott and J. K. "Jinks" Mebane. Even after Holt's death in 1920, Oneida Cotton Mills and Scott-Mebane Manufacturing Company continued to grow with several additions that reflect periods of expansion and modernization. The period of significance is from 1882, the date of construction of the Scott and Donnell Mill building, until ca. 1931, the approximate date of the Opener Room, the last major building constructed in the complex and one that was integral to the operation of Oneida Cotton Mills. The Opener Room was constructed using slow-burn construction and reflects the continued use of older building technology, a pattern that was common in textile mills in North Carolina through the 1940s.

Historical Background and Architectural Context

In 1880, James Sidney Scott (1827-1897) and W. Calvin Donnell (1831-1917) purchased seventeen acres on the north side of West Harden Street from Rev. Archibald Currie, pastor of Graham Presbyterian Church, who had bought the land in 1867.¹ In 1882, Scott and Donnell built Scott and Donnell Mill, later renamed Oneida Cotton Mills, on the site. The two were brothers-in-law; Scott was married to Donnell's sister, Margaret Elizabeth "Bettie" Donnell. They founded Scott and Donnell, a successful mercantile business in Graham, in 1868 and were instrumental in the founding of Graham Presbyterian Church. W. Calvin Donnell lived with Scott and his family in 1880.²

On March 20, 1882, an article appeared in the *Alamance Gleaner* announcing the pair's intention: "Messrs. Scott & Donnell are taking initiatory steps to build a cotton factory in town (Graham). They are having a well dug and wood hauled to burn brick."

Scott and Donnell's main building, a dye house for dyeing yarn, and the beaming and quilling rooms were completed in the fall of 1882. Cotton spinning machinery was installed in 1883.³

The form, materials, and features of the Scott and Donnell Mill were typical of late nineteenth-century textile construction in Piedmont North Carolina. The construction standards and design at these mills conformed to standards of machine manufacturers in New England and insurance requirements that called for what was known as slow-burn construction. Mill engineers trained in the northeast, where the textile industry proliferated, spread the tenets of mill design and

¹ Durward T. Stokes, *Auction and Action: Historical Highlights of Graham, North Carolina* (Graham: City of Graham, 1985), 170.

² "Mr. W. C. Donnell Passes Away in his 86th Year," *The Alamance Gleaner*, February 1, 1917; 1880 Census of the Population, Ancestry.com, accessed August 28, 2013.

³ Julian Hughes, *Development of the Textile Industry in Alamance County: "Evolution of Warp and Weft in Alamance,"* (Burlington: Burlington Letter Shop, 1965), 79.

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construction across the country, including in North Carolina. Following standards of the period, textile mills throughout the Piedmont North Carolina were usually brick, stood two stories tall, had flat or low-pitched-gable roofs, oversized windows, and heavy interior timbers. Safety standards included brick fire walls, elevated water tanks, fire pumps, and sprinklers. Late nineteenth-century industrial buildings typically had a rectangular footprint and at least one stair tower that extended above the height of the rest of the building. Often these towers held water tanks, a further measure of fire protection.⁴

The buildings that Scott and Donnell built incorporated many features of slow-burn construction. The main two-story brick building had heavy-timber interior framing, a low-pitched gable roof, and separate spaces for different tasks. For example, housing picker activities that produced highly flammable cotton dust and lint in spaces at the north and south ends of the main mill, and apart from the larger work area, in the late nineteenth century served as a fire prevention measure. In addition, both towers on the main building housed 10,000-gallon water tanks.

In early 1887, Lynn Banks Holt (1842-1920) bought the mill from Scott and Donnell. After acquiring it, Holt renamed the mill Oneida Cotton Mills.⁵ With his purchase, Holt acquired the large brick mill building with a two- and a three-story, square, brick tower on its east elevation. The main mill rooms were used for weaving, carding, and spinning. A small rear section was for picking and warping. Beaming and quilling took place in the L-shaped section at the mill's southwest corner. The dye house, attached by a brick hyphen to the west side of the rear half of the mill, was used to color fabric. Holt also acquired a row of one- and two-story mill houses that stood just east of the Scott and Donnell building.⁶

Lynn Banks Holt was born in the town of Alamance and moved to Graham in 1886. His father, Edwin "E. M." Holt, was a textile pioneer whose Alamance Cotton Mill was the first in the South to make colored cotton goods. Lynn Banks Holt went to Hillsborough Military Academy and during the Civil War he was a member of the Orange Guards, fighting in several important battles. He was eventually captured during the assault on Fort Harrison in September 1864, and remained a prisoner of war until June 1865.⁷ At war's end, he worked with his father and brothers at the Alamance Cotton Mill, which E. M. Holt then gave to his four sons. Lynn Banks Holt later bought out his brothers and in 1879 he and his brother Lawrence opened the Bellemont Mill near Graham. He eventually became its sole owner and in 1883, he founded the E. M. Holt Plaid Mills, named for his father, in Burlington. In addition to acquiring Scott and Donnell Mill, he acquired Carolina Mills, also in Graham. Both mills produced colored cotton goods. In 1909, he consolidated the Alamance, Bellemont, Oneida, and Carolina mills into the L. Banks Holt Manufacturing Company. He remained president of both the E. M. Holt Plaid Mills and the L. Banks Holt Manufacturing Company until his death in 1920. Holt served as a director of the Merchants and Farmers Bank and the Commercial National Bank, both in Charlotte, and of the North Carolina Railroad.⁸

⁴ Brent D. Glass, *The Textile Industry in North Carolina: A History* (Raleigh: Division of Archives and History, North Carolina Department of Cultural Resources, 1992), 38.

⁵ "Oneida: A Unique Mill," *Times-News*, May 18, 1980. Amy Edwards Barr and Jerry Peterman, *Images of America: Graham* (Charleston: Arcadia Publishing, 2013), 21.

⁶ By 1898, a space at the south end of the Scott and Donnell Mill was also used for picking, Sanborn map, 1893; Sanborn map, 1898.

⁷ Samuel A. Ashe, "Lynn Banks Holt," *Biographical history of North Carolina from Colonial Times to the Present*, Volume 7 (Greensboro: C. L. Van Noppen, 1908), 204-207, <http://archive.org/stream/cu31924092215494/page/n315/mode/2up>, accessed August 30, 2013.

⁸ Ashe, 204-208.

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Between 1893 and 1898, Holt hired contractor William Carter Bain (1839-1920) to more than double the size of Oneida Cotton Mills by building a large weaving mill to the east of the original building. Bain owned a construction firm in Greensboro that worked throughout Piedmont North Carolina. Born in Guilford County, he went to work for his brother J. C. Bain in 1858 in his wagon and carriage factory. He served in the Civil War and afterward delved into the building trade. As was typical in the late nineteenth century, he was not only a contractor but also traded in building materials. He joined with others to form the Hammond Manufacturing Company in 1889 in Archdale and in 1890, the Cape Fear Manufacturing Company in Greensboro. In 1895, Bain merged his Greensboro business with the Central Carolina Construction Company creating a large, successful building firm. Bain's projects in the decades around the turn of the twentieth century included a wide range of building types in a variety of styles. He had strong ties with the Holt family, completing several projects for them. In addition to the building at Oneida Cotton Mills, Bain designed and built Lynn Banks Holt's house in Graham, expanded another Holt mill in Burlington, and constructed the James H. Holt House in Burlington.⁹

By 1898, Holt's new two-story mill building was complete and Oneida Cotton Mills had 8,400 spindles and 463 looms. The new building featured two four-story towers: one on the southwest corner and one on the west elevation on the rear half of the building. By far its most distinctive feature was the round brick tower with a conical tile roof on the southeast corner. The upper floor of the building was for weaving, while three rooms on the first floor were for making overalls, storage, and beaming, quilling, and weaving. The former Scott and Donnell Mill building was used for spinning, carding, and beaming. The small section on the rear of the Scott and Donnell Mill was used for picking and warping. The dye house continued to function in its original capacity. A cotton shed platform and a building to house waste and drum oil stood northwest of the original mill building. A small pump house was also to the northwest of the original mill building. Two elevated water tanks stood just west of the original mill building and a warp house was west of the elevated tanks. All of those auxiliary buildings and structures are gone.¹⁰

Around 1900, Lynn Banks Holt built Scott-Mebane Manufacturing Company for his sons-in-law H. W. "Buck" Scott and J. K. "Jinks" Mebane. H. W. Scott was the youngest son of Sidney Scott, one of the founders of Scott and Donnell Mill.¹¹ The Scott-Mebane Manufacturing Company, which was located just across West Harden Street from Oneida Cotton Mills, manufactured overalls. In 1900, Lynn Banks Holt, Scott, and Mebane pooled their resources and incorporated the firm under the name Scott-Mebane Manufacturing Company. Unlike most manufacturing concerns, Scott-Mebane Manufacturing Company paid inexperienced labor for two or three weeks while they learned their jobs. Women, who dominated the Scott-Mebane workforce, pieced together cloth on individual sewing machines earning the company the name "the sewing room." In 1902, the Scott-Mebane Manufacturing Company doubled its manufacturing capacity and built a plant in Burlington. A 1906 edition of a textile trade journal reported on the expansion of the plant: "The Oneida Cotton Mills and Scott-Mebane Manufacturing Company...are making improvements to their plants in the construction of additional buildings. Among them are handsome new offices which are now nearly completed."¹² The offices cited in the

⁹ Catherine W. Bishir and Adam Ronan, "William Carter Bain," *North Carolina Architects and Builders: A Biographical Dictionary*, Copyright & Digital Scholarship Center, North Carolina State University Libraries, Raleigh, N.C., <http://ncarchitects.lib.ncsu.edu/people/P000247>, accessed August 30, 2013.

¹⁰ Sanborn map, 1898.

¹¹ Hughes, 81.

¹² *America's Textile Reporter: For the Combined Textile Industries* (Boston: Frank P. Bennett & Co., 1906), 419, on <http://books.google.com>, accessed December 7, 2013.

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article likely refer to the one-story office addition built on the east side of the Scott-Mebane Manufacturing Company building. Scott-Mebane Manufacturing Company dissolved in the late 1930s.¹³

Around the time the Scott-Mebane Manufacturing Company building was constructed, the dye house was expanded to the north and a monitor roof installed. A cotton platform (no longer extant) stood near West Harden Street and just west of the picker room in the former Scott and Donnell mill building. Another platform and cotton shed (also not extant) had been added to the site near where the railroad spur entered the property from the northwest. By this time, because of the overall manufacturing plant on the south side of West Harden Street, the overall production that had been occurring in the newer Oneida Cotton Mills building was no longer there and the space where it had occurred was used for storage.¹⁴

In the 1910s, Oneida Cotton Mills was producing chevviots, a twill fabric for suits and coats, and shirtings, which is shirt fabric.¹⁵ A magazine from 1915 described Oneida Cotton Mills as "the largest of the plants owned and operated by the L. Banks Holt Manufacturing Company...the largest employer of labor in Alamance County." Oneida Cotton Mills, according to the magazine, operated 28,000 spindles, 1,000 looms, and employed about 1,000 people.¹⁶

When Lynn Banks Holt died in October 1920, he was seventy-eight years old and his death certificate listed the cause as old age.¹⁷ L. Banks Holt Manufacturing Company continued to operate and expand Oneida Cotton Mills and by 1924, a cotton warehouse stood west of the original mill building. This warehouse would later burn, but its three walls remain standing. A large round reservoir was added to the west side of the site, but all that remains of it is a concrete circle on the ground.¹⁸ By 1931, the opener room, a long, brick building where bales of cotton were opened, had been added to the west side of the cotton warehouse.¹⁹

By 1939, the city directory for Graham indicates that Oneida Cotton Mills was vacant. In 1943, Burlington Mills occupied the property. It remained a Burlington Mills facility into 1958 or 1959 when the Kayser-Roth Corporation, a hosiery manufacturer, acquired the property. After they bought the buildings, they applied the simulated masonry siding and metal siding to give the mill a modern look. They applied the same metal and simulated masonry siding to a plant they acquired in Burlington, which was built in 1881 and was Burlington's oldest textile mill. That mill was demolished in 2006.

Kayser-Roth operated in the former Oneida Cotton Mills from ca. 1959 to 1994. In 1985, the company developed a blister proof sock at the Graham facility, one of the corporation's many plants. That year, the mill had fifteen knitting machines producing about 500 dozen pair of socks per week. By 1991, Kayser-Roth was making spandex for support hose. In

¹³ Hughes, 85-87.

¹⁴ Sanborn map, 1904.

¹⁵ *Thirty First Report of the Department of Labor and Printing of the State of North Carolina, 1917-1918* (Raleigh: Edwards and Broughton Co., 1918), 44.

¹⁶ "The Oneida Mills," *Sky-Land* 2, no. 3 (June 1915) <http://archive.org/stream/skyland1915smit#page/252/mode/2up>, accessed December 10, 2013.

¹⁷ L. Banks Holt, North Carolina State Board of Health Standard Certificate of Death, October 20, 1920, Ancestry.com, http://interactive.ancestry.com/1121/S123_114-2569/2295406?backurl=http%3a%2f%2fsearch.ancestry.com%2f cgi-bin%2fisse.dll%3findiv%3d1%26db%3dncdeathcerts%26h%3d2295406%26new%3d1&ssrc=&backlabel=ReturnRecord, accessed August 30, 2013.

¹⁸ Sanborn map, 1924.

¹⁹ Sanborn map, 1931.

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January 1994, Legwear Acquisition, a Mexican firm, bought Kayser-Roth and closed all five plants in Alamance County, including the one in Graham.²⁰

The Scott-Mebane Manufacturing Company building has served many functions since the overall plant closed. In the 1950s, it was a warehouse for Burlington Mills. In the 1960s, it housed Nu-Vogue Hosiery Mill.²¹ In 1970, it was part of Kayser-Roth's operation.²² Alamance Dyeing and Finishing was located there in the 1980s.²³

The Oneida Cotton Mills and Scott-Mebane Manufacturing Company Complex is an intact collection of late nineteenth- and early twentieth-century industrial buildings. The floor plan, rectangular footprint, brick construction, heavy-timber interior framing, and flat and low gable roofs at the complex epitomize the types and forms of industrial buildings constructed in the Piedmont of North Carolina during this period. The Holt Mill, Scott and Donnell Mill, Opener Room, and the Scott-Mebane Manufacturing Company buildings in the complex all display the principles of slow-burn construction that was common for textile mills of the late nineteenth and early twentieth centuries. Most notably among these was building material, positioning of large-capacity water tanks in the towers, heavy-timber framing, large windows for ventilation and light, and the creation of space separate from the main mill floor for activities that could lead to fires. These features remain prominent in the Oneida Cotton Mills and Scott-Mebane Manufacturing Company Complex. The recent removal of vertical metal siding and simulated masonry siding reveals a collection of industrial buildings that clearly demonstrate the use of slow-burn construction. Although windows on the Holt Mill and Scott-Mebane Manufacturing Company building have been infilled, some on the Scott and Donnell Mill building and the Opener Room retain their historic sash and did so because of the siding that was applied to the buildings in the late 1950s. All windows retain their decorative brick surrounds, mostly in the form of segmental arches. The square towers on the Scott and Donnell Mill and Holt Mill buildings have been truncated, but the iconic southeast corner round tower remains in its original form, except for the enclosure of the bays. The additions made to buildings in the complex over time illustrate the expansion of the companies located here and the evolution of industrial processes over a nearly eighty-year period.

Only one other historic industrial building remains in Graham. In 1885 James Sidney Scott and his sons, J. L. Scott and H. W. Scott, constructed the Sidney Cotton Mill in north Graham. Scott bought looms, beaming machinery, and quillers from Lowell Machine Shops of Lowell, Massachusetts. Sidney Cotton Mill was a weaving and dyeing facility and manufactured textile goods until 1929, when the firm became Sidney Hosiery Mills. The original Sidney Cotton Mill building stands on Washington Street, just south of the Southern Railway in north Graham. The building is the 1885 mill established by James Sidney Scott and his sons. It is a two-story, brick building with a northwest corner tower. The building retains its steel sash windows on the upper floor. On the first level, vinyl windows replace some original windows and other windows have been partially bricked in. Some later additions have been made to the rear (east) elevation.

²⁰ "Area Hosiery Manufacturers," *Times-News*, August 18, 1991; "Company's purchase of K-R is a Done Deal," *Times-News*, January 29, 1994.

²¹ Hill's City Directory, Graham, North Carolina, 1964.

²² Hill's City Directory, Graham, North Carolina, 1970.

²³ Stokes, 172.

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"Oneida Mills was Early Part of Graham's Economy." (Burlington, North Carolina) *Times-News*, July 9, 1989.

"The Oneida Mills." *Sky-Land* 2, no. 3, June 1915. <http://archive.org/stream/skyland1915smit/page/252/mode/2up>.
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Verbal Boundary Description

The legal boundaries are shown on the attached Alamance County tax maps drawn to a scale of 1"=125'. Oneida Cotton Mills occupies the parcel identified as 8884056108. Scott-Mebane Manufacturing Company occupies the parcel 8884045747.

Boundary Justification

The boundaries encompass the 6.842 acres that is the residual acreage historically associated with the Oneida Cotton Mills and .8195 residual acres historically associated with Scott-Mebane Manufacturing Company. The boundary is drawn to include the contiguous tracts and the historic buildings with which they are associated.

HISTORIC RESOURCES COMMISSION

Tuesday, July 14, 2015

The Historic Resources Commission held a called meeting on Tuesday July 14, 2015 at 6:00 p.m. in the Council Chambers of the Graham Municipal Building. Commission Members present were Larry Brooks, Brenda Sykes, Helen Sharpe, Grace Baldwin, Lauren Nance, and Cary Worthy. Member absent was Denise Baker. Staff members present were Nathan Page, City Planner and Martha Johnson, Zoning/Inspections Technician.

Larry Brooks called the meeting to order and explained the function of the Commission.

1. Approve minutes of the May 12, 2015 meeting. Helen Sharpe made a motion for approval, second by Grace Baldwin. All voted aye.
2. Court Square Historic District Façade Grant 2014-2015 Update and initiation of 2015-2016 applications. Nathan Page discussed last year's grants. All the grants were finished on time with the exception of the Graham Cinema, Barrister's Café and Court Florist signs, as well as the awnings for the Graham Soda Shop and they filed for an extension and they were able to finish within the extended time. There was a total of \$10,000 awarded by the Commission and the City Council has budgeted for another \$10,000 for this year.
3. Oneida Mill Local Historic Landmark. Request by Pumpkin Hill Mill, LLC for a designation of the Oneida Mill located at 219 West Harden Street as a Local Historic Landmark. Mr. Page said North Carolina Department of Cultural Resources has recommended that we adopt it as a historic landmark. Helen Sharpe made a motion for approval, second by Grace Baldwin. All voted aye.
4. Perfect Part (COA1502). Request by Shannon Carver for a Certificate of Appropriateness to reface existing signage, add a new vinyl window sign, and repaint an existing metal awning at 12 NE Court Square. Shannon Carver spoke representing Perfect Hair Salon located at 12 NE Court Square. Ms. Carver stated she would like to put vinyl white lettering inside the window, paint the awning, the door and get a new sign. The logo on the window is a silhouette with long hair that is a side profile of the face. Cary Worthy made a motion for approval, second by Brenda Sykes. All voted aye.

Mr. Brooks stated there were a lot of people present that have spoken to some of the Board members about extending the Historical District on N Main Street. The Board has requested that someone from the State Preservation office come in to give a seminar to the Board and possibly to the people from that area. Mr. Brooks said that today we are postponing any discussion on that until someone comes in. He stated that the commission cannot do anything themselves, we can only recommend one way or the other to the City and we can listen to what people have to say. Mr. Page can let us know when that meeting will be and we can invite people to attend.

Tonya Smith is getting ready to rent the auto shop located at 100 E Harden St. Ms. Smith stated with it being such an old building that some paint was peeling. Ms. Smith said they would be "sprucing it up", but they would not be doing an extravagant restoration, she wasn't sure what changes they would be allowed to do. Mr. Page said she came in after the deadline for the Certificate of Appropriateness for this meeting and he suggested to her to talk with the Commission. There was some discussion concerning the lights on top of that building which she would like to restore. Cary Worthy said those were Christmas lights that several years ago all the downtown stores were lined with those lights during the Christmas season but he wasn't sure if they could be used at other times of the year and Mr. Page wasn't sure either. Ms. Smith thanked the Commission and said she would fill out the application and find out what she would be able to do.

With no further business the meeting was adjourned.

Respectfully Submitted,
Martha Johnson

DRAFT



STAFF REPORT

SUBJECT:	ENGINEERING CONTRACTS
PREPARED BY:	FRANKIE MANESS, CITY MANAGER

REQUESTED ACTION:

Award Engineering Contract for Melville Commerce Parkway Extension and Boyd Pump Station Project.

BACKGROUND/SUMMARY:

The City is required to engage in a qualification process to select an engineering firm for projects of this size as opposed to using the standing engineering contract we have with AWCK. The time frame for the projects (particularly the Melville Commerce Parkway Extension) requires that engineering services begin as soon as possible. The City received a single response for each project from AWCK. Other interest was shown but a formal submittal was not received. (The park project was also a part of the RFQ process but staff is still reviewing respondent letters of interest and will make a recommendation at a later date).

FISCAL IMPACT:

The estimated cost for the MCP extension is \$235,000 and the cost for the pump station projects is estimated to be 335,000

STAFF RECOMMENDATION:

Approval. AWCK is most familiar with the two projects and has successfully completed similar projects in the past. Although they were not contracted through the City, they served as the engineers for the first section of the roadway.

SUGGESTED MOTION(S):

I move we award the engineering contracts for Melville Commerce Parkway Extension and the Boyd Creek Pump Station Projects to Alley, Williams, Carmen & King.

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

STATE OF NORTH CAROLINA

COUNTY OF ALAMANCE

THIS AGREEMENT, made and entered into this ____ day of _____, 2015, by and between the **City of Graham**, a North Carolina Municipal Corporation (hereinafter called the "**OWNER**") and **Alley, Williams, Carmen & King, Inc.**, a North Carolina Corporation located in Burlington, North Carolina (hereinafter called the "**ENGINEER**").

WHEREAS, the OWNER intends to secure engineering services related to the design and construction of **Sewer Improvements that include the Replacement of Boyd Creek Sanitary Sewer Lift Station estimated at \$2.0 million and the Upgrade of Boyd Creek No. 2 Sanitary Sewer Lift Station estimated at \$500,000**; hereinafter referred to as the **Project**, and

WHEREAS, the OWNER and ENGINEER in consideration of their mutual covenants, herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1. General

1.1.1. ENGINEER shall provide for OWNER professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional engineering representative for the Project, providing professional engineering consultation and advice and furnishing customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental thereto.

1.2. Final Design Phase.

1.2.1. On the basis of the accepted previously prepared preliminary design documents (attached exhibit A.) and the opinion of probable total project costs (attached exhibit B), prepare for the incorporation in the Contract Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter call "Drawings") and specifications.

1.2.2. Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities and to assist in the preparation of grant or loan applications when requested by the Owner.

1.2.3. Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Drawings and Specifications.

- 1.2.4. Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions and (where appropriate) bid forms, invitations to bid and instructions to bidders and assist in the preparation of other related documents.
- 1.2.5. Furnish copies of the above documents, the Drawings and Specifications and present and review them in person with OWNER or representative.
- 1.2.6. Aid the OWNER in obtaining all necessary permits from N.C. Department of Environment and Natural Resources.
- 1.2.7. Develop an Erosion Control Plan and aid the OWNER in obtaining the Sedimentation and Erosion Control Permit from N.C. Dept. of Environment and Natural Resources.
- 1.2.8. Furnish sewer easement maps for recording (if needed), including all surveying and design relating thereto. Assist owner in acquiring easements (if needed) as directed by Owner.
- 1.2.9. Advise OWNER if additional data or services are necessary and assist the OWNER in obtaining such data or services. This may include the identification of regulatory wetlands, the preparation of environmental permits, and the preparation of storm water permits.

1.3. Bidding or Negotiating Phase.

- 1.3.1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.
- 1.3.2. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.
- 1.3.3. Consult with and advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.
- 1.3.4. Consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.
- 1.3.5. Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

1.4. Construction Phase (During the Construction Phase).

- 1.4.1. General Administration of Construction Contract. ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided in the Standard General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's

instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said Standard General Conditions except as otherwise provided in writing.

1.4.2. Visits to Site and Observation of Construction. In connection with observations of the work of Contractor(s) while work is in progress.

1.4.2.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s) work. In addition, ENGINEER shall provide the services of an Inspector (and assistants as agreed) at the site to assist ENGINEER and to provide necessary observation of such work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep OWNER informed of the progress of the work.

1.4.2.2. The Inspector (and any assistants) will be ENGINEER'S agent or employee and under ENGINEER'S supervision.

1.4.2.3. The purpose of ENGINEER's visits to and representation by the Inspector (and assistants, if any) at the site will be to enable ENGINEER to determine if the Contractor's work is in substantial compliance with the Contract Documents. On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract documents.

1.4.3. Defective Work. During such visits and on the basis of such observations, ENGINEER may disapprove of or reject Contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms to the Contract Documents or that the defective work will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

1.4.4. Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.

1.4.5. Shop Drawings. ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

1.4.6. Substitutes. ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), but subject to the provision of paragraph 2.2.2.

1.4.6.1. Inspections and Tests. ENGINEER shall have authority, as OWNER's representative, to require special inspection or testing of the work, and shall receive and

review all certificates of inspections, testing, and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents.)

- 1.4.6.2. Disputes between OWNER and Contractor. ENGINEER shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.
- 1.4.6.3. Applications for Payment. Based on ENGINEER's on-site observations as an experienced and qualified design professional, on information provided by the Inspector and on review of applications for payment and the accompanying data and schedules:
- 1.4.6.4. ENGINEER shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the ENGINEER's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
- 1.4.6.5. By recommending any payment ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. ENGINEER's review of Contractor(s)' work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s)' compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility of ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.
- 1.4.7. Contractor(s)' Completion Documents. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s)' in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of

inspection, tests and approvals the results certified indicate compliance with, the Contract Documents(s); and shall transmit them to OWNER with written comments.

- 1.4.8. Inspections. ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s)' and may give written notice to OWNER and the Contractor(s)' that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 1.4.6.5.
- 1.4.9. Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor(s)' or supplier(s)' agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.4.1 through 1.4.8 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Contract Documents.
- 1.4.10. Construction Staking. Engineer shall provide construction staking.

1.5. Operational Phase.

During the Operational Phase, ENGINEER shall, when requested by OWNER:

- 1.5.1. Provide assistance in the closing of any financial or related transaction for the Project.
- 1.5.2. Provide assistance in connection with the refining and adjusting of any equipment or system.
- 1.5.3. Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s)' to ENGINEER and which ENGINEER considers significant.
- 1.5.4. In company with OWNER, visit the Project to observe any apparent defects in the completed construction, assist OWNER in consultations and discussions with Contractor(s)' concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 Services Requiring Authorization in Advance.

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1. through 2.1.12., inclusive. These services are not included as part of Basic Services and these will be paid for by OWNER as indicated in Section 5.

- 2.1.1. Preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements

and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

- 2.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
- 2.1.3. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.
- 2.1.4. Providing renderings or models for OWNER's use.
- 2.1.5. Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.
- 2.1.6. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.
- 2.1.7. Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical and electrical engineering and customary architectural design incidental thereto). This section includes the services from professionals identifying regulatory wetlands and submitting permits relating thereto.
- 2.1.8. Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER's office as required by Section 1.
- 2.1.9. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services.
- 2.1.10. Preparation of operating, maintenance and staffing manuals.
- 2.1.11. Preparing to serve or serving as a consultant or witness for OWNER in any litigation involving the Project.
- 2.1.12. Additional services in connection with the Project, including services which are to be furnished by OWNER in accordance with Article 3, and services not otherwise provided for in this Agreement.

2.2. Required Additional Services.

When required by the Contract Documents in circumstances beyond ENGINEER's control, ENGINEER shall furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from OWNER, Additional Services of the types listed in paragraphs 2.2.1. through 2.2.6., inclusive. These services are not included as part of Basic Services. ENGINEER shall advise OWNER promptly after starting any such additional services which will be paid for by OWNER as indicated in Section 5.

- 2.2.1. Services in connection with work directive changes and change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.
- 2.2.2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.
- 2.2.3. Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.
- 2.2.4. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.
- 2.2.5. Services (other than Basic Services during the Operational Phase) in connection with any partial utilization of any part of the Project by OWNER prior to Substantial Completion.
- 2.2.6. Evaluating an unreasonable or extensive number of claims submitted by Contractor(s)' or others in connection with the work.

SECTION 3 – OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER.

- 3.1 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.
- 3.2. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.
- 3.3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

- 3.4. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- 3.5. Examine all studies, reports, sketches, drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deem appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 3.6. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services and OWNER may require or Engineer may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s)', such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s)' are complying with any law, rule, regulation, ordinance, code or other applicable to their furnishing and performing the work.
- 3.7. If OWNER designates a person to represent OWNER at the site who is not ENGINEER or ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of ENGINEER and the Inspector (and any assistants) will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.
- 3.8. Furnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 3.5 through 3.7, inclusive) so that ENGINEER may make the necessary findings to support opinions of probable total project cost.
- 3.9. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.
- 3.10. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or nonconformance in the work of any Contractor.
- 3.11. Furnish, or direct ENGINEER to provide, Additional Services as stipulated in paragraph 2.1. of this Agreement or other services as required.
- 3.12. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 – PERIODS OF SERVICE

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed upon in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction and initial operation of the Project including extra work and required extensions thereto.

- 4.2. Upon authorization from OWNER, ENGINEER shall proceed with the performance of the service called for in the Final design Phase; and shall deliver Contract Documents and an opinion of probable Total Project Costs for all work of Contractor(s) on the Project.
- 4.3. ENGINEER's services under the Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the design of the Project.
- 4.4. After acceptance by OWNER of the ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Total Project Costs and upon authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractor(s).
- 4.5. The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof, and will terminate upon written recommendation by Engineer of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Project involves more than one prime contract.
- 4.6. The Operational Phase will commence during the Construction Phase and will terminate one year after the date of Substantial Completion of the last prime contract for construction, materials and equipment on which substantial completion is achieved.
- 4.7. If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.
- 4.8. If OWNER fails to give prompt authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within 180 calendar days after completion of the Final Design Phase, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.
- 4.9. In the event that the work designed or specified by ENGINEER is to be furnished or performed under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate contracts.

SECTION 5 – PAYMENTS TO THE ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER.

5.1.1. For all services of ENGINEER under this agreement, payment will be made on an hourly rate basis in accordance with the Hourly Rate Charge Schedule attached hereto as exhibit C. The following is an estimate of fees anticipated under this agreement:

a.	Final Design	\$ 150,000.00
b.	Bidding Phase	\$ 15,000.00
c.	Construction Phase	\$ 157,500.00
d.	Operation Phase	\$ 10,000.00
e.	Reimbursable items	\$ 2,500.00
TOTAL ESTIMATED FEE		\$ 335,000.00

5.1.2. For Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 on an hourly rate basis in accordance with the Hourly Rate Charge Schedule or a mutually agreed to price.

5.1.3. For Reimbursable Expenses. In addition to payments provided for in paragraph 5.1.1, OWNER shall pay ENGINEER the actual costs (except where specifically provided otherwise) of all Reimbursable Expenses incurred in connection with all Basic and Additional Services.

5.1.4. The terms "Salary Costs" and "Reimbursable Expenses" have the meanings assigned to them in paragraph 5.4.

5.2. Times of Payments.

5.2.1. ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.3. Other Provisions Concerning Payments.

5.3.1. In the event of termination by OWNER under paragraph 7.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER also will be reimbursed for the charges of independent professional associates and consultants employed by ENGINEER to render Basic Services, and paid for services rendered during that phase on the basis of ENGINEER's Salary Costs times a factor of 2.0 for services rendered during that phase to date of termination by ENGINEER's principals and employees engaged directly on the Project. In the event of any such termination, ENGINEER will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses.

- 5.3.2. Records of ENGINEER's Salary Costs pertinent to ENGINEER's compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER at cost on request prior to final payment for ENGINEER's services.
- 5.4. Definitions.
- 5.4.1. The Salary Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all ENGINEER's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.
- 5.4.2. Reimbursable Expenses mean the actual expenses incurred by ENGINEER or ENGINEER's independent professional associates or consultants directly or indirectly in connection with the Project, such as expenses for: obtaining bids or proposals from Contractor(s); reproduction of reports, Drawings, Specifications, Bidding Documents and similar Project-related items in addition to those required under Section 1; and if authorized in advance by OWNER, overtime work requiring higher than regular rates. In addition, if authorized in advance by OWNER, Reimbursable Expenses will also include expenses incurred for computer time and other highly specialized equipment, including an appropriate charge for previously established programs and expenses of photographic production techniques times a factor of 1.10.

SECTION 6 – CONSTRUCTION COST AND OPINIONS OF COST

- 6.1 Construction Cost.
- 6.1.1. The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire Project designed and specified by ENGINEER, but it will not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to paragraphs 3.5 through 3.7, inclusive.
- 6.2. Opinions of Cost.
- 6.2.1. Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER. If prior to the Bidding or Negotiating Phase OWNER wishes greater

assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator as provided in paragraph 3.6.

6.2.2. If a Construction Cost limit is established by written agreement between OWNER and ENGINEER and specifically set forth in this Agreement as a condition thereto, the following will apply:

6.2.2.1. The acceptance by OWNER at any time during the Basic Services of a revised opinion of probable Total Project or Construction Costs in excess of the then established cost limit will constitute a corresponding revision in the Construction Cost limit to the extent indicated in such revised opinion.

SECTION 7 - OTHER

7.1 Termination

7.1.1. The obligation to provide further services under this Agreement may be terminated:

7.1.1.1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.1.1.2. Upon seven days written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER'S responsibilities as a licensed professional; or

7.1.1.3. Upon seven days written notice if the ENGINEER'S services for the Project are delayed or suspended for more than ninety days for reasons beyond ENGINEER'S control.

7.1.1.4. ENGINEER shall have no liability to OWNER on account of such termination.

7.1.1.5. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days or receipt thereof; provided that if and to the extent such substantial failure cannot be reasonably cured with such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

7.1.1.6. *For convenience*, by OWNER effective upon the receipt of notice by ENGINEER.

7.1.2. The terminating party under paragraphs 7.1 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

7.2. ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person

other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

7.3. Controlling Law.

7.3.1. This agreement is to be governed by the law of the STATE OF NORTH CAROLINA.

7.4. Successors and Assigns.

7.4.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 7.4.2. the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.4.2. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.4.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

7.5. Disputes.

7.5.1. All unresolved claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be decided by the appropriate division of the General Court of Justice unless alternative resolution procedures are mutually agreed to between the Parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

ENGINEER:

Jerry Peterman
Mayor

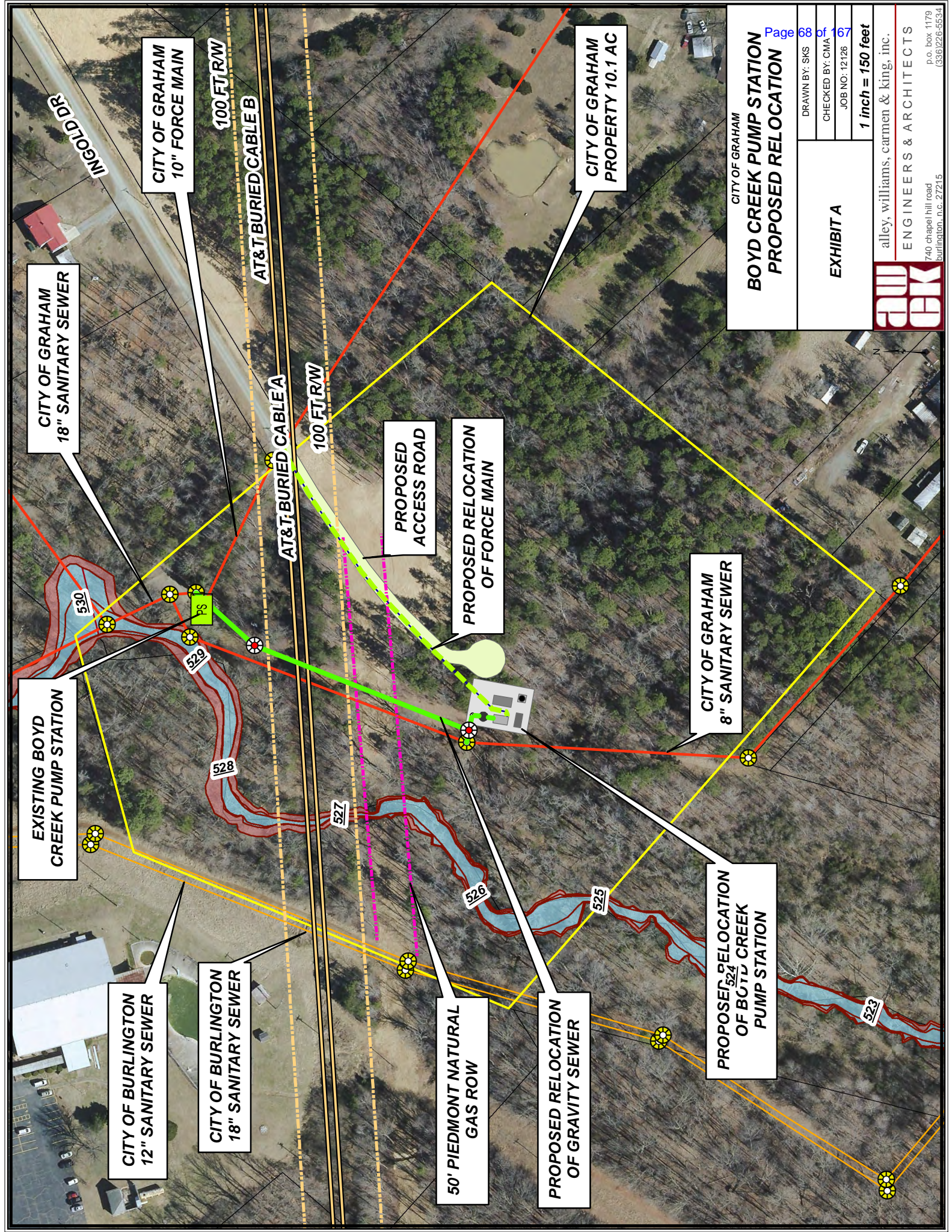
Franz K. Holt
President

WITNESS:

WITNESS:

Darcy Sperry, City Clerk

Mark D. Reich, Corporate Treasurer



CITY OF GRAHAM

**BOYD CREEK PUMP STATION
PROPOSED RELOCATION**

Page 68 of 167

EXHIBIT A

DRAWN BY: SKS
CHECKED BY: CMA
JOB NO.: 12126

1 inch = 150 feet

alley, williams, carmen & king, inc.

ENGINEERS & ARCHITECTS



p.o. box 1179
Burlington, n.c. 27215
(336) 228-5534

EXHIBIT A (Continued)

Back Creek No. 2 Pump Station Improvements





Exhibit B.

Boyd Creek San. Sewer Lift Station Replacement - Estimate of Probable Cost

Construction	Estimated Cost
New 18" Gravity Sewer and 10" Force Main	\$ 80,000.00
Mobilization, Grading , Site Work, and Access Road	\$ 200,000.00
700 GPM Pump Station (2 Pumps), piping and precast structures	\$ 625,000.00
Shelter and Electrical	\$ 150,000.00
Relocate Standby Generator	\$ 20,000.00
Select Backfill	\$ 80,000.00
Rock Excavation	\$ 100,000.00
Erosion Control, Seeding, Mulching	\$ 50,000.00
Automatic Bar Screen in Precast vault and Compactor	\$ 200,000.00
New Water Service Line to Pump Station	\$ 70,000.00
Sub-Total	\$ 1,575,000.00
	\$ -
Engineering	\$ -
	\$ -
Final Design	\$ 120,000.00
Bidding Phase	\$ 10,000.00
Construction Phase	\$ 127,500.00
Operations Phase	\$ 6,000.00
Reimbursable Items	\$ 1,500.00
Sub-Total	\$ 265,000.00
	\$ -
Contingency	\$ 160,000.00
	\$ -
	\$ -
Project Total	\$ 2,000,000.00



Exhibit B. (Continued)

Back Creek No. 2 San. Sewer Lift Station Replacement - Estimate of Probable Cost

Construction	Estimated Cost
Two 200 GPM Pumps, Electrical Work and Controls	\$ 230,000.00
Blower Fan	\$ 10,000.00
Access Door/Hatch	\$ 20,000.00
Standby Generator	\$ 85,000.00
Platform and Shelter over controls	\$ 35,000.00
Sub-Total	\$ 380,000.00
	\$ -
Engineering	\$ -
	\$ -
Final Design	\$ 30,000.00
Bidding Phase	\$ 5,000.00
Construction Phase	\$ 30,000.00
Operation Phase	\$ 4,000.00
Reimbursable Items	\$ 1,000.00
Sub-Total	\$ 70,000.00
	\$ -
Contingency	\$ 50,000.00
	\$ -
Project Total	\$ 500,000.00



EXHIBIT C

HOURLY CHARGE RATE SCHEDULE – JULY 1, 2015

This information is confidential and is intended for use by the recipient only.

1. Engineers:
 - a. EI – Engineering Intern \$ 70.00 - \$ 90.00/Hr.
 - b. Registered Professional Engineer 100.00 - 130.00/Hr.
 - c. Associate/Registered Professional Engineer 115.00 - 145.00/Hr.
 - d. Principal/Registered Professional Engineer 175.00 - 195.00/Hr.
2. Architects:
 - a. Architects in Training \$ 70.00 - \$ 90.00/Hr.
 - b. Registered Architect 85.00 - 125.00/Hr.
 - c. Associate/Registered Architect 135.00 - 150.00/Hr.
 - d. Principal/Registered Architect 165.00 - 175.00/Hr.
3. Surveyors:
 - a. Surveyor in Training \$ 60.00 - \$ 80.00/Hr.
 - b. Registered Land Surveyor 80.00 - 95.00/Hr.
 - c. Associate/Registered Land Surveyor 90.00 - 115.00/Hr.
4. Technical Staff:
 - a. Project Manager \$ 80.00 - \$120.00/Hr.
 - b. CADD Designer/Technician 65.00 - 90.00/Hr.
5. Survey Parties:
 - a. 2-Man Party \$140.00 - \$155.00/Hr.
 - b. 3-Man Party 190.00 - 205.00/Hr.
6. Construction Observer \$ 75.00 - \$ 95.00/Hr.
7. Clerical \$ 50.00 - \$ 65.00/Hr.
8. Other:
 - a. Employees' overtime (when authorized in advance): 1.50 times Hourly Charge Rate.
 - b. Professional Consultants: 1.10 times the amount billed to AWCK, Inc.
 - c. Printing and Mailing: 1.10 times the amount billed to AWCK, Inc.
 - d. Mileage: Travel to job site No Charge, but time is included from our office to job site and return.
 - e. Overnight or extended travel: 1.10 times the amount billed to AWCK, Inc.
 - f. The above rates are subject to adjustment in accordance with normal salary and rate review practices on an annual basis.
 - g. Where ranges of hourly charge rates are listed, the rate charged will be the actual charge rate associated with the individual performing the services.
 - h. Payment will be made monthly based on invoices submitted by Alley, Williams, Carmen & King, Inc.

Alley, Williams, Carmen & King, Inc. Response to Request for Qualifications

Project: Boyd Creek Sanitary Sewer Lift Station Replacement and Back Creek #2 Sanitary Sewer Lift Station Upgrade for City of Graham



alley, williams, carmen, and king, inc.
Engineering • Architecture • Land Surveying

740 Chapel Hill Road (27215) - P.O. Box 1179 - Burlington, North Carolina 27216
Tel. - (336)226-5534 - Fax - (336)226-3034 - awck.com

July 21, 2015

AWCK, Inc.



Letter of Interest

July 20, 2015

Mr. Frankie Maness, City Manager
City of Graham
P.O. Drawer 357
201 South Main Street
Graham, N.C. 27253

Re: Letter of Interest and Statement of Qualifications for Engineering Services
Boyd Creek Sanitary Sewer Lift Station Replacement Project
Back Creek No. 2 Sanitary Sewer Lift Station Upgrade Project
Graham, N.C.

Dear Mr. Maness:

Alley, Williams, Carmen & King, Inc. is pleased to submit this letter of interest with our statement of qualifications to the City of Graham for the referenced project. We believe that we have assembled a highly qualified team of professionals that is experienced with large utility and sanitary sewer projects that can work with City of Graham to complete a high quality project in a timely manner. AWCK has a 50 plus year history of working with Municipal Governments including the City of Graham, serving as their City Engineer and Consultant for many years. We encourage you to contact any of our references provided and we believe all of the references will provide you with a positive statement of our qualifications and abilities.

We feel that by selecting our firm, the City of Graham will have the full depth of our resources available to them, including our experienced personnel as shown by our past project experience, and our knowledge of the current project needs as demonstrated in our previous engineering reports for the project. We also believe that our project approach will effectively address all aspects of the project from the preliminary planning, final design, bidding, and the administration and inspection of the project. In addition, we also believe that our day to day working relationship with city personnel will allow us to communicate with those who are responsible for maintaining and operating the proposed project improvements, so that the City of Graham's unique needs are met.

In closing, we thank you for the opportunity to present our letter of interest and this statement of qualifications. Should you have any questions, please feel free to contact me at (336) 226-5534 or fholt@awck.com.

Respectfully Submitted,

A handwritten signature in black ink that reads 'Franz K. Holt'.

Franz K. Holt, P.E.

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Executive Summary

Alley, Williams, Carmen & King, Inc. is located in Burlington, N.C. and is an engineering, architecture, and surveying company that has been providing continuous service in the Alamance County area (and beyond) for over 60 years. Our earliest association with the Town of Graham (later as the City of Graham) is from the 1950's when the company provided engineering services on various water, sewer, and street projects. That association has continued to the present time with similar services being provided.

The City of Graham is soliciting letters of interest for consulting engineering services related to the design and construction of the Boyd Creek Sanitary Sewer Lift Station Replacement and the Back Creek No.2 Sanitary Sewer Lift Station Upgrade. We are very familiar with both stations having recently provided an engineering review and cost estimates for each station. We also provided the original design for the Back Creek No. 2 station in the 1980's. We are pleased to provide this statement of qualifications as requested by the City.

The Boyd Creek Lift Station Replacement project will include the following major items: New wet well with 700 GPM pumps, emergency generator, automatic bar screen, and related access drive, shelter, fencing, and water service. The estimated project cost for this work is approximately \$2,000,000.

The Back Creek No. 2 Lift Station Upgrade project will include the installation of duplex 200 GPM pumps, controls, standby generator, and shelter. The estimated cost for this work is approximately \$500,000.

AWCK is well qualified to provide the requested services. We have significant experience in new pump station design/construction and pump station upgrades. Furthermore, we have experienced personnel that will be assigned to your projects that have many years of experience to draw upon to bring you a quality product that you will be pleased with.

Our services under this project will include the following:

1. Preliminary Design – meetings, subsurface investigation (as needed), identifying environmental features (as needed), finalizing design, all in order to produce the final design documents
2. Construction Documents – Final Drawings and Specifications with Bid Documents
3. Pre-Construction Services - Permits, LGC loan approval process, and Easements (as needed)
4. Construction Administration – Notice of Award, Shop Drawing Approval, Notice to Proceed, Inspection of work, Change Orders (as needed), Pay Application Review, and Project Certification and Close Out

AWCK provides these types of service daily, as we have completed numerous similar type projects for the City of Graham and other Municipalities. It is our goal that our project team will assist the City by helping them to receive a quality project, on schedule, and within the funds allotted. We are ready to proceed upon your notice as we have the personnel available to meet your needs.

a. Project Approach and Schedule

Project Approach

We have developed the following project approach for both the Boyd Creek Pump Station Replacement and Back Creek No. 2 Upgrade. We plan to address all aspects of the project while using our most qualified and experienced personnel in order to meet the City of Graham's unique needs.

A. Planning and Design Phase

1. Establish a pre design planning meeting where the following items are reviewed and discussed:
 - a) Preliminary Engineering Reports and Anticipated Project Costs
 - b) Possible environmental features to avoid
 - c) Latest flood plain data available
 - d) Available power
 - e) Location of existing utilities (horizontal and vertical)
 - f) Identify review agencies
 - g) Identify if any easements will be required
 - h) Identify if any encroachment agreements are needed
 - i) Property survey topographic and property boundaries
 - j) Identify any access issues for construction and future maintenance
 - k) Evaluation of Pumping Capacity
 - l) Subsurface Evaluation for possible rock – specifically the Boyd Creek Pump Station Site
2. If easements are required, mail letters to property owners explaining the project with exhibit map and seeking permission to survey on their property.
3. Upon receiving permission to survey from the City and or adjacent property owners (if needed), we will ask our environmental consultant to determine in the field any environmental features and have a utility locate completed. While this work is ongoing we will do a topographic survey of the project limits and collect and map any determined environmental features, utilities and flood plain. Once completed, we will prepare a recommended final site plan with all potential impacts to utilities, adjacent properties, environmental features, and flood plain all being identified. At this stage we will also have our subsurface consultant bore to determine if rock is present at the proposed Boyd Creek Pump Station Site. Where possible, our design will minimize adverse impacts and conflicts.
4. Once the City approves the preliminary site design, we will then move forward with completion of the construction drawings, permitting, and specifications with bid documents. We anticipate monthly meetings with the City to review the progress and to make project decisions as needed. We will also finalize the approval agency list which may include NCDENR – Fast Track Pump Station Approval, NCDENR –Erosion Control





Plan Approval and Land Disturbance Permit, NCDENR and USACE for Nationwide permitting of potential stream crossings and buffer disturbance. In addition, NCDOT approval and encroachment will be required for any work in their right-of-way.

5. If easements are needed, we will prepare easement maps, deed descriptions, and offers (we have most recently been using fair market value as determined by the County Tax Department for the value of the easement and offering 75% of the value for perm. easements and 25% of the value for temp. easements). Once approved by the City, we or the City will mail these items to each property owner. Once acceptance of the offers have been made and returned, the City will arrange a time to execute the easement (signatures, notarize, and payment). The easements will then be recorded. Any offer not returned within 10 days will prompt a phone call to the property owner to discuss the easement further. If terms cannot be agreed to then the City may have to move forward with other available means of obtaining the easement.

B. Bidding and Construction Phase

1. Once the City has approved the construction drawings and bid documents, the project will be placed out for bid. The project will be advertised in the local newspaper and posted on various web sites for Minority or Disadvantaged Business participation. The advertisement for bid will be developed with the City and include a pre-bid conference date, bid date, location of bid opening, list of bonds required, scope of the project, etc. We will also e-mail the copy of advertisement to contractors. We will also contact contractors throughout the bidding process to try to gauge the bidding climate. In addition, we will prepare a pre-bid estimate based on the final design documents.
2. Upon receiving favorable bids, we will make a recommendation for contract award to the City. The recommendation will be for the low responsive/responsible bidder and will be subject to any remaining approvals, easements to be obtained and LGC approval of project financing. We will assist the City through the LGC process.
3. Once the contract is awarded and final approvals/easements have been obtained, we will forward the contracts to the contractor for execution. At that time, we will also ask the contractor to provide shop drawings.
4. Upon receipt of the contracts from the contractor, we will call for a preconstruction conference which will include all interested parties and the project documents will be reviewed with the contractor with discussion of expectations and any project concerns (environmental, property owner related, utility, access or other). In addition, we will establish biweekly meetings on site.
5. Once the contracts are executed and shop drawings are approved, we will provide the contractor with the notice to proceed with the completion date being established.
6. We anticipate inspecting the project daily (part time). We will make daily field reports and alert the City to any project concerns when they occur.
7. Rock (if encountered) will be measured by our firm.
8. We will process monthly pay requests and hold monthly project progress meetings with contractor and owner.
9. We will measure all quantities and keep a record of project changes and provide record drawings to the City once all work is complete.
10. We will be present all testing and make records of the tests (includes ECS when needed).



11. Once the project is stabilized, we will check with the Land Quality Section for the removal of any temporary erosion control devices.
12. Upon approval from the Land Quality Section, we will authorize the contractor to remove temporary devices and perform touch up grassing as needed.
13. We will inspect the project (when complete) with the City for final approval.
14. Once all contract closeout documents are received from the contractor we will recommend for release final payment with a warrantee period being established.
15. We will perform an on-site inspection with the City prior to the warrantee period expiring.

Project Schedule

City of Graham

Boyd Creek Sanitary Sewer Lift Station Replacement & Back Creek #2 Sanitary Sewer Lift Station Upgrade

<i>AWCK/City of Graham</i>	<i>Begin Date</i>	<i>Completion/Award Date</i>
Engineering Contract	July, 2015	August, 2015
<u>Design Phase</u>		
Preliminary Eng. Design Meeting	Beg. August, 2015	Mid. August, 2015
Letters to Property Owners (if needed)	Mid. August, 2015	End August, 2015
Field Data Collection	End August, 2015	Mid. September, 2015
Environmental Survey	Mid. September, 2015	End September, 2015
Engineering Design	End September, 2015	End November, 2015
Easement Mapping (if needed)	Beg. November, 2015	Mid. November, 2015
Easement Acquisition (if needed)	Mid. November, 2015	End December, 2015
Permit Applications and Approvals	Beg. November, 2015	Beg. December, 2015
Bidding Process	Beg. December 2015	End December 2015
LGC Process and Contract Award	Beg. January, 2016	Beg. February, 2016
<u>Construction Phase</u>		
Notice to Proceed	Beg. March, 2016	
Shop Drawing Review	Mid. March, 2016	End March, 2016
Construction (approx. 300 days)	Beg. March, 2016	End December, 2016
Project Close Out	Beg. January, 2017	Mid. January, 2017



b. Experience of Proposed Personnel

Alley, Williams, Carmen and King, Inc. (AWCK) is proposing a project team consisting of professional, technical and support personnel that will provide a wide variety of expertise to complete the project in a timely fashion. The proposed team has worked successfully together to complete several similar projects for public clients in the Piedmont Area. AWCK is committed to providing a high level of quality work to all its clients.

Principal In Charge and Project Manager:

Franz Holt, P.E. will provide Principal Oversight of the project team. Franz is the President of the Company, a corporate stockholder and one of the Board of Directors. Franz serves as the City Engineer for the City of Graham, the Town of Elon, and the Town of Swepsonville all in N.C. He has served as Project Manager or Principal in Charge on a variety of water, sanitary sewer, street, sidewalk, and storm drainage projects.

EDUCATION:

BS CIVIL ENGINEERING
UNIVERSITY OF NORTH CAROLINA AT
CHARLOTTE, 1983

YEARS OF EXPERIENCE:

AWCK — 32 YEARS

REGISTRATION & CERTIFICATION:

PROFESSIONAL ENGINEER
N.C. 15816

Principal Oversight:

Darrell Russell, P.E. will provide Principal Oversight of the project team. Darrell is the Chairmen of the Board of Directors and has been with AWCK for over 40 years. Darrell has worked on many water and sewer projects throughout Alamance County along with many large sanitary sewer projects with the City of Burlington and Mebane. This experience includes several of the large outfall lines in the City's system as well as several projects at the East Burlington Waste Water Treatment Plant.

EDUCATION:

BS CIVIL ENGINEERING
NORTH CAROLINA STATE UNIVERSITY, 1972

YEARS OF EXPERIENCE:

AWCK — 42 YEARS

REGISTRATION & CERTIFICATION:

PROFESSIONAL ENGINEER
N.C. 7737

Project Engineer:

C. Mark Averette, P.E. will be the Project Engineer. Mark has been with AWCK since 1997. Mark has worked on many large sanitary sewer projects and has been the Project Engineer for several large pump station projects for area municipalities. Prior to working with AWCK, Mark worked for the City of Burlington in the Engineering Department for 14 years.

EDUCATION:

BS CIVIL ENGINEERING
NORTH CAROLINA STATE UNIVERSITY, 1984

YEARS OF EXPERIENCE:

AWCK — 13 YEARS
CITY OF BURLINGTON — 14 YEARS

REGISTRATION & CERTIFICATION:

PROFESSIONAL ENGINEER
N.C. 14838

Assistant Project Engineer:

Kyle Smith P.E. will be the Assistant Project Engineer during the design and construction of the project. Along with being a professional engineer, Kyle is a highly qualified construction inspector. Kyle has overseen the installation of thousands of feet of utility lines and was highly involved in the City of Graham's AICDZ sanitary sewer and water improvements.

EDUCATION:

BS BAE ENGINEERING
NORTH CAROLINA STATE
UNIVERSITY, 2002

YEARS OF EXPERIENCE:

AWCK — 8 YEARS
BUCK ENGINEERING—3 YEARS

REGISTRATION & CERTIFICATION:

NC Professional Engineer—039206
NCDWQ SWITC—593-310
NCDOT Concrete Field Tech—PCT-7645
NCDOT ABC Sampling School—ABC-7645
NCDOT Borrow Pit Sampling Tech—BPS-7645
NCDOT Conv. Density Tech—CDT-7645



Gary R. Parrish, PLS will be responsible for researching existing deeds and final plats; researching NCDOT maps and acquisitions; and will prepare any necessary easement maps for the project. Gary has been with AWCK since 2003 and surveying for the past 30 years. Gary has extensive experience with conducting field surveys and preparation of maps for boundary surveys, right-of-way maps and easement maps.

EDUCATION:

BA -Geography
ELON COLLEGE, 1978
5 YEARS OF HIGHER EDUCATION

YEARS OF EXPERIENCE:

AWCK — 11 YEARS
OTHER PRIVATE FIRMS — 15 YEARS
NCDOT — 8 YEARS

REGISTRATION & CERTIFICATION:

PROFESSIONAL SURVEYOR
N.C. L-3526

M. Health Williams, PLS is the Burlington Office Survey Department Manager and will oversee the surveying activities for the project. Heath has been with AWCK since 1996 and has been managing the Survey Department for the past 6 years. Heath will be in charge of coordinating all the field data collection, base mapping, topographic mapping, and construction stakeout needs for the project.

EDUCATION:

AAS DEGREE - MECH. DRAFTING TECH
ALAMANCE CC, 1994
SURVEYING, GTCC, 2005

YEARS OF EXPERIENCE:

AWCK — 18 YEARS
NANCE & BROWN — 2 YEARS

REGISTRATION & CERTIFICATION:

PROFESSIONAL SURVEYOR
N.C. 4607

Wally Fox is an engineering technician with AWCK and has been with the company since 1989. Wally will assist the Project Team by providing computer aided drafting services. Wally has provided technical assistance on a variety of public and private projects including but not limited to water and sanitary sewer projects (including pump stations), subdivisions, preparation of preliminary and final site plans for commercial, industrial, institutional and residential projects.

EDUCATION:

ASSOCIATES DEGREE CIVIL ENGINEERING
GUILFORD TECHNICAL COMMUNITY
COLLEGE, 1980

YEARS OF EXPERIENCE:

AWCK — 25 YEARS
OTHER PRIVATE FIRMS — 6 YEARS
CITY OF REIDSVILLE — 3 YEARS

Troy King, P.E., is a recent hire by AWCK and has 10 years of experience of progressive Civil Engineering experience. Troy will assist the Project Team by providing design services. Since joining AWCK, Troy has worked on several municipal projects and will assist the project team while also reducing the workflow from other projects on the project team.

EDUCATION:

BS CIVIL ENGINEERING
NORTH CAROLINA STATE UNIVERSITY, 2004

YEARS OF EXPERIENCE:

AWCK — 2 MONTHS
JACOBS ENGINEERING—3 YEARS
HADEN-STANZIALE-6 YEARS

REGISTRATION & CERTIFICATION:

NC PROFESSIONAL ENGINEER—035017

Roger Baldwin will assist the Project Engineer during the construction observation and inspection services period of the project. Roger currently provides construction oversight for most AWCK projects as well as municipal inspection services for the City of Mebane and Town of Elon. Roger has been in the construction industry for almost 30 years and has a wide ranging construction background.

EDUCATION:

UNC Wilmington — 1980-1983
Guilford Technical Community College —
AAS in Architecture Technology — 1987-1989
UNC Greensboro — 1997-1998

YEARS OF EXPERIENCE:

AWCK — 14 YEARS
OTHER CONSTRUCTION INDUSTRY-15 YEARS

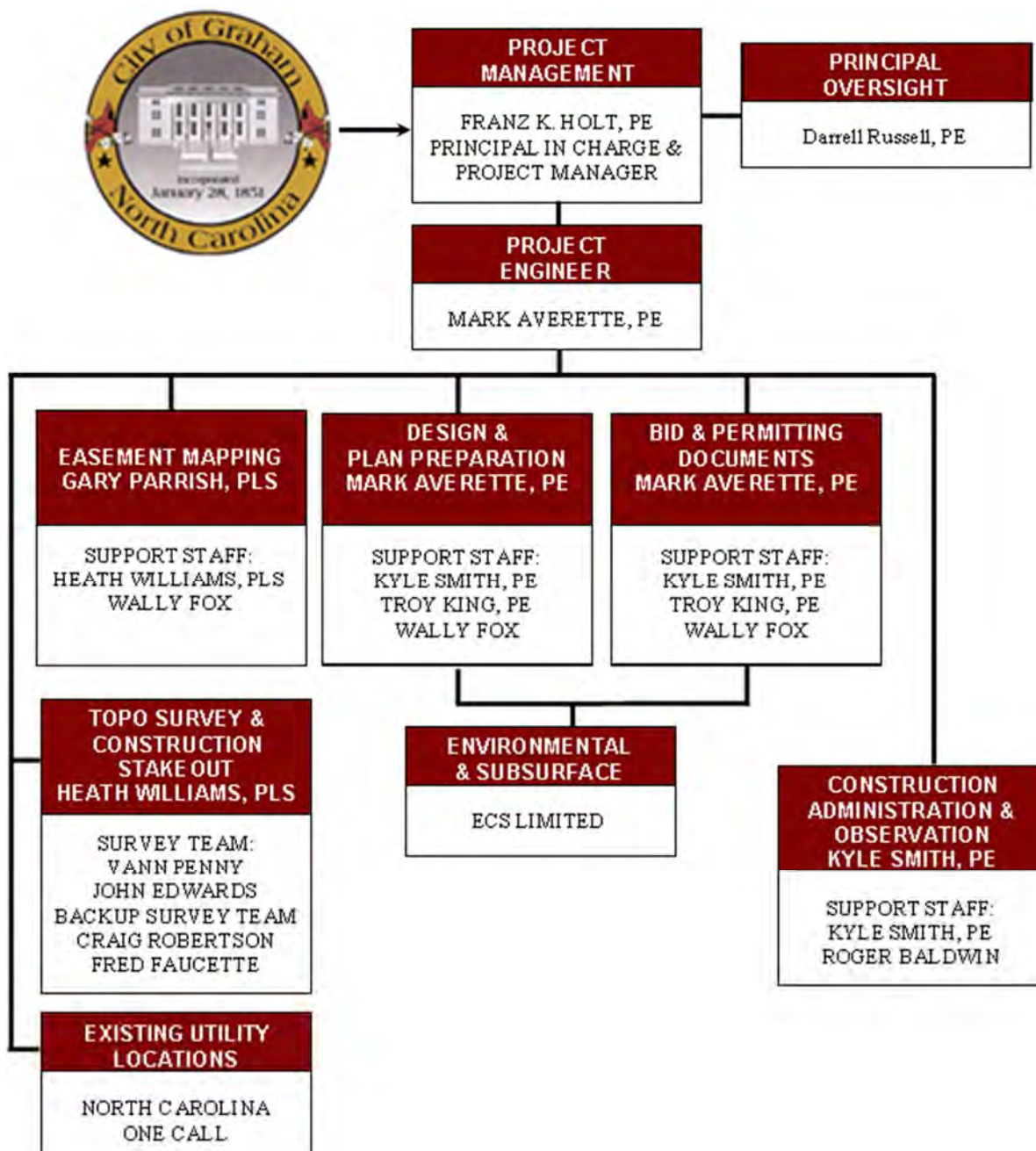
REGISTRATION & CERTIFICATION:

NCDOT Concrete Field Tech—PCT-8959
NCDOT ABC Sampling School—ABC-8959
NCDOT Borrow Pit Sampling Tech—BPS-8959
NCODT Conv. Density Tech—CDT-8959

c. Availability of Proposed Personnel

The project team proposed by Alley, Williams, Carmen and King provides great depth and the unique ability to maximize workloads/schedules to make sure the Boyd Creek and Back Creek #2 Lift Station projects are completed on time and within budget.

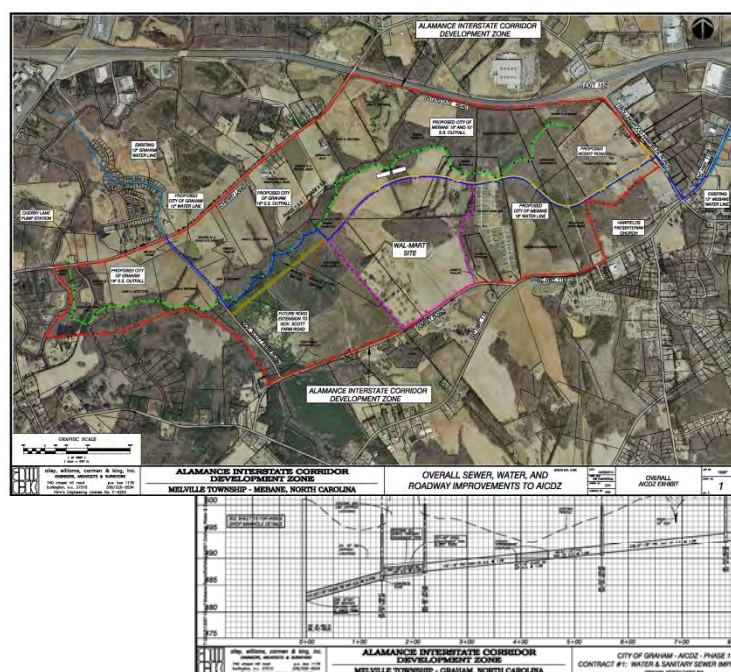
Organizational Depth



City of Graham & City of Mebane—AICDZ Phase 1 and Phase 2: Water and Sanitary Sewer Improvements

AWCK has worked extensively with the Cities of Graham and Mebane, NCDOT, and the Alamance County Chamber of Commerce to provide engineering services for the Alamance Interstate Corridor Development Zone in the Hawfields area. AWCK's work includes surveying, permitting, master planning, final design of water, sewer, and roadway improvements, final easement preparation, and bidding. The project includes over 17,000' of 15" and 18" sanitary sewer and another 17,000'+ of 12" and 16" waterlines. The infrastructure services will serve the 1,200 acre economic development zone and AWCK was recognized by the Alamance County Chamber of Commerce for our contributions to the project. Our work began in January of 2014. All work is now complete and was completed within budget and time. The total project cost was \$5.1 million.

<i>Project Contact:</i>	<i>Address / Telephone Number:</i>
Mr. Frankie Maness & David Cheek City Managers City of Graham & City of Mebane	Graham—(336)570-6700 Mebane—(919)563-5901
Project Manager: Franz Holt, P.E. Project Engineer: Kyle Smith, P.E. Asst. Project Engineer: Josh Johnson, P.E.	



Economic Development Impact Award

Alley, Williams, Carmen & King, Inc.

Successful economic development is, necessarily, collaborative. Given this dynamic, the Alamance County Economic Development Foundation (ACEDF) uses the occasion of the Annual Investors' event to recognize key contributions of allies and partners in the success of the prior year. This was not an easy task in 2013.

As reported, there were four landed projects and many more inquiries and visits for which responses were prepared and presented. For almost every circumstance involving Graham and Mcbane, as well as some in Burlington, the advice and expertise at one company was solicited, and usually for a quick turnaround answer, engineering drawing, detailed analysis of infrastructure or site, or all of the above!

Alley, Williams, Carmen & King (AWCK) has long been a team player in Alamance County economic development. When the company was established in 1954, they focused on municipal infrastructure projects, specifically water and sewer systems. From there, the company expanded to grow with their client base and began to offer land surveying and architecture to their engineering services and also began to add private clients to their base.

Critical early considerations for companies considering expansion or establishing new operations involve a suitable site or building and reliable infrastructure. AWCK provides fast, reliable, and well-presented information that is a determination about water and sewer utilities, site and building layouts, environmental conditions, road access, and a host of other technical factors. For Project Swordfish/Walnut, AWCK creativity and expertise was demonstrated in a significant way from the very beginning as they are credited with proposing the new road that was described by the project consultant as "the game changer" in favor of the ultimate Alamance site. Numerous iterations of the road were proposed, changed, drawn, and redrawn until the final road route was established. Site and building layouts were placed and rotated several times; environmental permits were completed, submitted, and monitored; and, surveying work was done to support the road design, environmental permitting, and real estate closings.

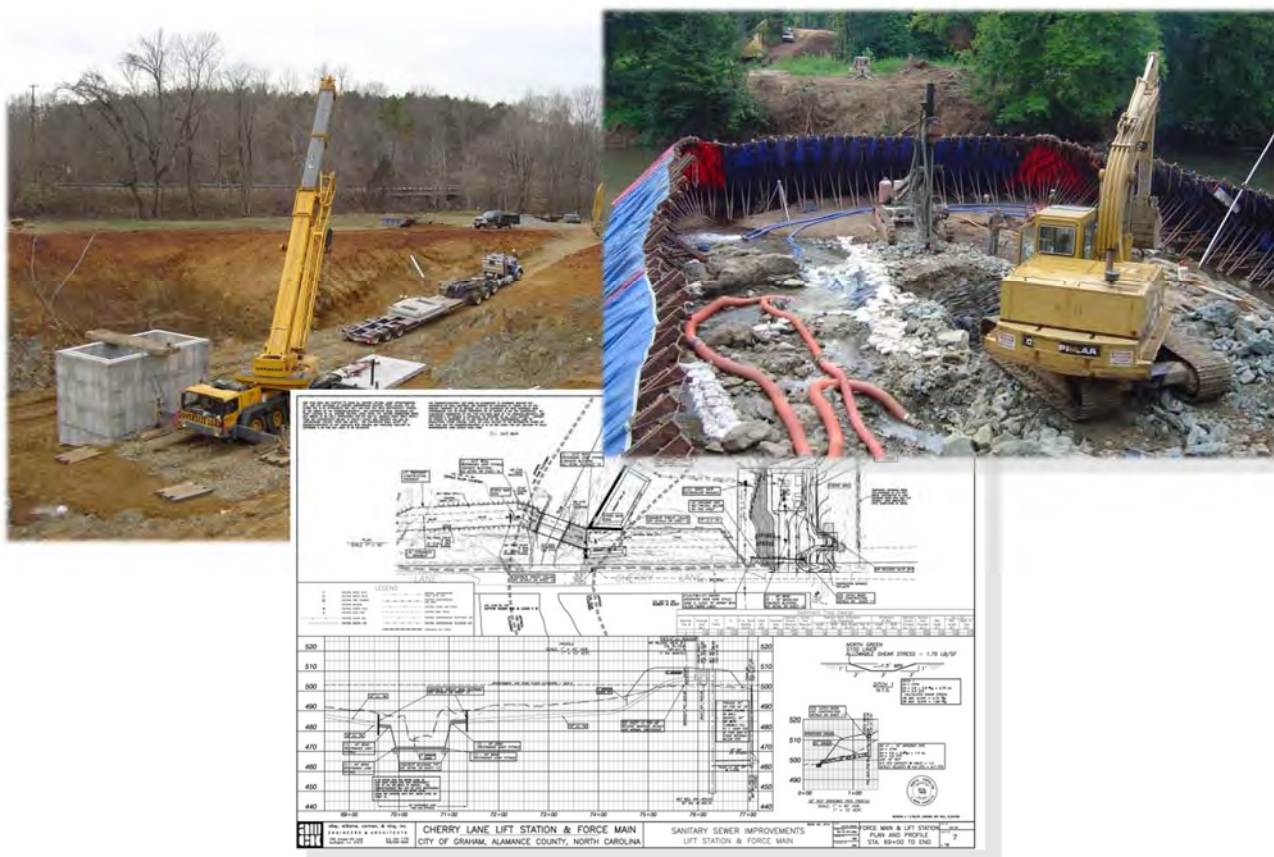
Accepting the award, are two of AWCK's principals who serve as the city engineers for the Cities of Mcbane and Graham - Darrell Russell and Franz Holt. These two individuals and their team, in their roles with the cities, provide the knowledge, flexibility, professionalism, and creativity in ways that make them a key part of the local economic development team and, for their work on Project Swordfish in particular, our choice for the 2013 Impact Award.

City of Graham—Cherry Lane Lift Station and Force Main

Graham, North Carolina

AWCK prepared construction drawings; project specifications, bid documents, and construction related services for the Cherry Lane Sewer Lift Station and 18" force main for the City of Graham. The station has a capacity of 1.0 mgd average daily flow and can be expanded to 2.0 mgd in the future. The station wet well is approximately 63 feet in depth. The force main is 7600 LF in length and discharges at the Graham waste water treatment plant. In order to reduce project cost and attract more bidders the project was bid in two contracts. The force main project included a crossing of the Haw River close to Highway 54 and the Lift Station's depth required extensive rock blasting and is strategically designed to provide sewer treatment to southeastern Graham, southwestern Mebane, and the Alamance Interstate Corridor Development Zone. The total project cost was approximately \$3.0 million.

<i>Project Contact:</i>	<i>Address / Telephone Number:</i>
Mr. Chris Rollins Former City Manager City of Graham	(919)563-5901
Project Manager: Darrell Russell, P.E. Project Engineer: Mark Averette, P.E.	Completion Date: 2007



AWCK, Inc.

City of Mebane—North Regional Lift Station and Force Main Replacement Mebane, North Carolina

AWCK provided construction drawings, specifications and bid documents, and construction related services for the City of Mebane's North Regional Lift Station and Force Main Replacement project. The project consists of relocating, replacing, and upgrading the previous lift station to a 1730 GPM capacity lift station and installation of approximately 14,000 lf of force main from station to the wastewater treatment plant. The project was completed in 2013 and included paralleling an existing 16" sanitary sewer line, vast amounts of rock for both the lift station and force main installation, coordination with the contractor for constraints related to school traffic, residential neighborhoods, and boring under the NC Rail Road. The total project cost was approximately \$3.3 million and was within budget.

<i>Project Contact:</i>	<i>Address / Telephone Number:</i>
Mr. David Cheek City Manager City of Mebane	106 East Washington Street Mebane, N.C. 27302 (919)563-5901
Project Manager: Darrell Russell, P.E. Project Engineer: Mark Averette, P.E.	



AWCK, Inc.

Town of Haw River—Primary Pump Station and Force Main Replacement

Haw River, North Carolina

AWCK provided construction drawings, specifications and bid documents, and construction related services for replacement of the Town's Primary Pump Station on the edge of the Haw River. The project consisted of relocating the existing pump station out of the 100 year floodplain (and beyond the 500 year floodplain as well), building a new pump station for the 1.2 MGD station installing 2,500 GPM pumps and providing standby power to the pump station. AWCK also worked with several permitting agencies and the USDA to coordinate funding. The replacement pump station has also reduced the possibility of sanitary sewer overflows and was completed in 2012. The project cost was approximately \$1.4 million and was completed within budget.

<i>Project Contact:</i>	<i>Address / Telephone Number:</i>
Mr. Jeff Earp Town Manager Town of Haw River	403 East Main Street Haw River, NC (336)578-0784
Project Manager: Darrell Russell, P.E. Project Engineer: Mark Averette, P.E.	Completion Date: 2012



City of Burlington—Whitsett Lift Station Renovation

Burlington, North Carolina

AWCK worked with the City of Burlington to complete Preliminary Engineering Report for the renovating the Whitsett Lift Station and then provided design, construction drawings, and is in the process of providing specifications for the upgrading and renovating the Lift Station. The project consisted of fully renovating the duplex 105 GPM pump station while also planning and designing for future expansion of the Lift Station. Design of the Lift Station has recently been completed and project specifications are being prepared currently. The project is expected to be bid and constructed in fiscal year 2015-2016. The estimated project costs are \$500,000.

<i>Project Contact:</i>	<i>Address / Telephone Number:</i>
Mr. Bob Patterson, P.E. Water Resources Director City of Burlington	(336) 222-5130
Project Manager: Franz Holt, P.E. Project Engineer: Mark Averette, P.E.	Design Date: 2015



e. Project References

Alley, Williams, Carmen & King has provided engineering services for water and sewer projects for the following governmental entities in North Carolina:

<i>NAME</i>	<i>CONTACT PERSON</i>	<i>TELEPHONE</i>
City of Graham	Frankie Maness, Manager	336-570-6700
City of Graham	Victor Quick, Utilities Director	336-570-6721
City of Graham	Ladd Nall, Water & Sewer	336-570-6709
City of Mebane	David Cheek, Manager	919-563-5901
City of Burlington	Bob Patterson, P.E. Water Resources Director	336-222-5050
Town of Haw River	Jeff Earp, Manager	336-578-0784
Town of Gibsonville	Ben Baxley, Manager	336-449-4144
Town of Rural Hall	Frank James, Manager	336-969-6856
Village of Alamance	Ben York, Village Clerk	336-226-0033
City of Kannapolis	Wilmer Melton, Director of Public Works	704-938-5133
Town of Swepsonville	Raymond Herring, Mayor	336-578-2510
Town of Yanceyville	Brian Collie, Manager	336-694-5431
City of Thomasville	Morgan Huffman, Public Services Director	336-475-4222
City of Mebane	Chris Rollins, Assistant Manager	919-563-5901
Town of Elon	Richard White, III , Manager	336-584-3600
Town of Liberty	Roy Lynch, Town Manager	336-622-4276





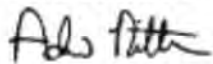


Appendix

f. Certificate of Insurance for City of Graham

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)															
				07/13/2015															
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																			
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																			
PRODUCER Phone: (336) 475-9760 Fax: (336) 472-9180 INSURANCE SERVICE CORP. OF AMERICA P.O. BOX 2399 THOMASVILLE NC 27361		CONTACT NAME: Insurance Service Corp. of America PHONE: (336) 475-9762 FAX: (336) 472-9160 E-MAIL: Janet@ISCofA.com ADDRESS:																	
INSURED ALLEY, WILLIAMS, CARMEN & KING INC. 740 CHAPEL HILL ROAD BURLINGTON NC 27216		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: CNA - PL</td> <td>31127</td> </tr> <tr> <td>INSURER B: Travelers Prop and Cau of America</td> <td>25674</td> </tr> <tr> <td>INSURER C: The Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER D: Travelers Property Casualty Co of America</td> <td>25623</td> </tr> <tr> <td>INSURER E: Phoenix Insurance Co (TRAVELERS)</td> <td>25623</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>				INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: CNA - PL	31127	INSURER B: Travelers Prop and Cau of America	25674	INSURER C: The Charter Oak Fire Insurance Company	25615	INSURER D: Travelers Property Casualty Co of America	25623	INSURER E: Phoenix Insurance Co (TRAVELERS)	25623	INSURER F:	
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INSURER E: Phoenix Insurance Co (TRAVELERS)	25623																		
INSURER F:																			
COVERAGES		CERTIFICATE NUMBER: 14245		REVISION NUMBER:															
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																			
INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WID	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS													
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-ECT <input type="checkbox"/> LOC		6806C039776	01/27/15	01/27/16	EACH OCCURRENCE \$ 1,000,000 EXCESS TO EXCEED \$ 300,000 MED. EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000													
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BA6C041920	01/27/15	01/27/16	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (per accident) \$													
D	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP6C046362	01/27/15	01/27/16	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000													
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	UB4002T520	01/27/15	01/27/16	<input checked="" type="checkbox"/> WC STAT- TORY LIMITS <input type="checkbox"/> OTH ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE-EA EMPLOYEE \$ 500,000 E.L. DISEASE-POLICY LIMIT \$ 500,000													
A	PROFESSIONAL LIABILITY		AEH13331387	12/10/14	12/10/15	\$3,000,000 Per Claim. \$3,000,000 Annual Aggregate													
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)																			
Project: Boyd Creek Sanitary Sewer Lift Station Replacement & Back Creek #2 Sanitary Sewer Lift Station Upgrade																			
CERTIFICATE HOLDER			CANCELLATION																
City of Graham PO Drawer 357 Graham NC 27253 Attention:			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Candice H. Tickle																
ACORD 25 (2010/05)			© 1988-2010 ACORD CORPORATION. All rights reserved.																
The ACORD name and logo are registered marks of ACORD																			

g. Business License

	<p>NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS 4601 Six Forks Rd. Suite 310 Raleigh, North Carolina 27609</p>				
<p>This is to Certify that:</p>					
<p><u>Ailey, Williams, Camen & King, Inc.</u> is licensed with the North Carolina Board of Examiners for Engineers and Surveyors, and is authorized to practice engineering and land surveying under the provisions of Chapter 89C and 55B of the General Statutes of North Carolina.</p>					
<p>This authorization must be renewed annually, and <u>expires on June 30, 2016</u></p>					
<p>License No. : <u>E-0209</u></p>					
	<p>THE NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS</p> <p> Executive Director</p>				
<p>POST IN PLACE OF BUSINESS</p>					
<p><i>Renewed 06/08/2015</i></p>					
<hr/> <table border="0" style="width: 100%;"> <tr> <td style="text-align: center;">Telephone (919) 791-2000</td> <td style="text-align: center;">FAX (919) 791-2012</td> <td style="text-align: center;">EMAIL Address ncbels@ncbels.org</td> <td style="text-align: center;">WEB Site www.ncbels.org</td> </tr> </table>		Telephone (919) 791-2000	FAX (919) 791-2012	EMAIL Address ncbels@ncbels.org	WEB Site www.ncbels.org
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AWCK, Inc.



h. Standard Contract

To view the sample contract, please click on the icon below.



GrahamAgreement
for Engineering-Boyd (

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

STATE OF NORTH CAROLINA

COUNTY OF ALAMANCE

THIS AGREEMENT, made and entered into this ____ day of _____, 2015, by and between the **City of Graham**, a North Carolina Municipal Corporation (hereinafter called the "**OWNER**") and **Alley, Williams, Carmen & King, Inc.**, a North Carolina Corporation located in Burlington, North Carolina (hereinafter called the "**ENGINEER**").

WHEREAS, the OWNER intends to secure engineering services related to the design and construction of **Roadway Improvements that include the Extension of Melville Commerce Parkway from its current end to Governor Scott Farm Road and estimated to cost approximately \$2.0 million**; hereinafter referred to as the **Project**, and

WHEREAS, the OWNER and ENGINEER in consideration of their mutual covenants, herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1. General

1.1.1. ENGINEER shall provide for OWNER professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional engineering representative for the Project, providing professional engineering consultation and advice and furnishing customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental thereto.

1.2. Final Design Phase.

1.2.1. On the basis of the accepted previously prepared preliminary design documents (attached exhibit A.) and the opinion of probable total project costs (attached exhibit B), prepare for the incorporation in the Contract Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter call "Drawings") and specifications.

1.2.2. Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities and to assist in the preparation of grant or loan applications when requested by the Owner.

1.2.3. Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Drawings and Specifications.

- 1.2.4. Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions and (where appropriate) bid forms, invitations to bid and instructions to bidders and assist in the preparation of other related documents.
- 1.2.5. Furnish copies of the above documents, the Drawings and Specifications and present and review them in person with OWNER or representative.
- 1.2.6. Aid the OWNER in obtaining all necessary permits from N.C. Department of Environment and Natural Resources and approvals from the N. C. Department of Transportation.
- 1.2.7. Develop an Erosion Control Plan and aid the OWNER in obtaining the Sedimentation and Erosion Control Permit from N.C. Dept. of Environment and Natural Resources.
- 1.2.8. Furnish right-of-way and easement maps for recording, including all surveying and design relating thereto. Assist owner in acquiring right-of-way and easements as directed by Owner.
- 1.2.9. Advise OWNER if additional data or services are necessary and assist the OWNER in obtaining such data or services. This may include the identification of regulatory wetlands, the preparation of environmental permits, and the preparation of storm water permits.

1.3. Bidding or Negotiating Phase.

- 1.3.1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.
- 1.3.2. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.
- 1.3.3. Consult with and advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.
- 1.3.4. Consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.
- 1.3.5. Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

1.4. Construction Phase (During the Construction Phase).

- 1.4.1. General Administration of Construction Contract. ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided in the Standard General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions shall not be

modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said Standard General Conditions except as otherwise provided in writing.

- 1.4.2. Visits to Site and Observation of Construction. In connection with observations of the work of Contractor(s) while work is in progress.
 - 1.4.2.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s) work. In addition, ENGINEER shall provide the services of an Inspector (and assistants as agreed) at the site to assist ENGINEER and to provide necessary observation of such work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep OWNER informed of the progress of the work.
 - 1.4.2.2. The Inspector (and any assistants) will be ENGINEER'S agent or employee and under ENGINEER'S supervision.
 - 1.4.2.3. The purpose of ENGINEER's visits to and representation by the Inspector (and assistants, if any) at the site will be to enable ENGINEER to determine if the Contractor's work is in substantial compliance with the Contract Documents. On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract documents.
- 1.4.3. Defective Work. During such visits and on the basis of such observations, ENGINEER may disapprove of or reject Contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms to the Contract Documents or that the defective work will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
- 1.4.4. Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.
- 1.4.5. Shop Drawings. ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- 1.4.6. Substitutes. ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), but subject to the provision of paragraph 2.2.2.

- 1.4.6.1. Inspections and Tests. ENGINEER shall have authority, as OWNER's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents.)
- 1.4.6.2. Disputes between OWNER and Contractor. ENGINEER shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.
- 1.4.6.3. Applications for Payment. Based on ENGINEER's on-site observations as an experienced and qualified design professional, on information provided by the Inspector and on review of applications for payment and the accompanying data and schedules:
- 1.4.6.4. ENGINEER shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the ENGINEER's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
- 1.4.6.5. By recommending any payment ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. ENGINEER's review of Contractor(s)' work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s)' compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility of ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.
- 1.4.7. Contractor(s)' Completion Documents. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s)' in accordance with the Contract Documents (but such review will only be to determine that

their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents(s); and shall transmit them to OWNER with written comments.

- 1.4.8. Inspections. ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s)' and may give written notice to OWNER and the Contractor(s)' that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 1.4.6.5.
- 1.4.9. Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor(s)' or supplier(s)' agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.4.1 through 1.4.8 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Contract Documents.
- 1.4.10. Construction Staking. Engineer shall provide construction staking.

1.5. Operational Phase.

During the Operational Phase, ENGINEER shall, when requested by OWNER:

- 1.5.1. Provide assistance in the closing of any financial or related transaction for the Project including Grants.
- 1.5.2. Provide assistance in connection with certification of roadway improvements.
- 1.5.3. Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s)' to ENGINEER and which ENGINEER considers significant.
- 1.5.4. In company with OWNER, visit the Project to observe any apparent defects in the completed construction, assist OWNER in consultations and discussions with Contractor(s)' concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 Services Requiring Authorization in Advance.

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1. through 2.1.12., inclusive. These services are not included as part of Basic Services and these will be paid for by OWNER as indicated in Section 5.

- 2.1.1. Preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements

and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

- 2.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
- 2.1.3. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.
- 2.1.4. Providing renderings or models for OWNER's use.
- 2.1.5. Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.
- 2.1.6. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.
- 2.1.7. Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical and electrical engineering and customary architectural design incidental thereto). This section includes the services from professionals identifying regulatory wetlands and submitting permits relating thereto.
- 2.1.8. Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER's office as required by Section 1.
- 2.1.9. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services.
- 2.1.10. Preparation of operating, maintenance and staffing manuals.
- 2.1.11. Preparing to serve or serving as a consultant or witness for OWNER in any litigation involving the Project.
- 2.1.12. Additional services in connection with the Project, including services which are to be furnished by OWNER in accordance with Article 3, and services not otherwise provided for in this Agreement.

2.2. Required Additional Services.

When required by the Contract Documents in circumstances beyond ENGINEER's control, ENGINEER shall furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from OWNER, Additional Services of the types listed in paragraphs 2.2.1. through 2.2.6., inclusive. These services are not included as part of Basic Services. ENGINEER shall advise OWNER promptly after starting any such additional services which will be paid for by OWNER as indicated in Section 5.

- 2.2.1. Services in connection with work directive changes and change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.
- 2.2.2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.
- 2.2.3. Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.
- 2.2.4. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.
- 2.2.5. Services (other than Basic Services during the Operational Phase) in connection with any partial utilization of any part of the Project by OWNER prior to Substantial Completion.
- 2.2.6. Evaluating an unreasonable or extensive number of claims submitted by Contractor(s)' or others in connection with the work.

SECTION 3 – OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER.

- 3.1 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.
- 3.2. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.
- 3.3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

- 3.4. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- 3.5. Examine all studies, reports, sketches, drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deem appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 3.6. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services and OWNER may require or Engineer may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s)', such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s)' are complying with any law, rule, regulation, ordinance, code or other applicable to their furnishing and performing the work.
- 3.7. If OWNER designates a person to represent OWNER at the site who is not ENGINEER or ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of ENGINEER and the Inspector (and any assistants) will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.
- 3.8. Furnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 3.5 through 3.7, inclusive) so that ENGINEER may make the necessary findings to support opinions of probable total project cost.
- 3.9. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.
- 3.10. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or nonconformance in the work of any Contractor.
- 3.11. Furnish, or direct ENGINEER to provide, Additional Services as stipulated in paragraph 2.1. of this Agreement or other services as required.
- 3.12. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 – PERIODS OF SERVICE

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed upon in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction and initial operation of the Project including extra work and required extensions thereto.

- 4.2. Upon authorization from OWNER, ENGINEER shall proceed with the performance of the service called for in the Final design Phase; and shall deliver Contract Documents and an opinion of probable Total Project Costs for all work of Contractor(s) on the Project.
- 4.3. ENGINEER's services under the Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the design of the Project.
- 4.4. After acceptance by OWNER of the ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Total Project Costs and upon authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractor(s).
- 4.5. The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof, and will terminate upon written recommendation by Engineer of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Project involves more than one prime contract.
- 4.6. The Operational Phase will commence during the Construction Phase and will terminate one year after the date of Substantial Completion of the last prime contract for construction, materials and equipment on which substantial completion is achieved.
- 4.7. If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.
- 4.8. If OWNER fails to give prompt authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within 180 calendar days after completion of the Final Design Phase, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.
- 4.9. In the event that the work designed or specified by ENGINEER is to be furnished or performed under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate contracts.

SECTION 5 – PAYMENTS TO THE ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER.

5.1.1. For all services of ENGINEER under this agreement, payment will be made on an hourly rate basis in accordance with the Hourly Rate Charge Schedule attached hereto as exhibit C. The following is an estimate of fees anticipated under this agreement:

a.	Final Design	\$ 105,000.00
b.	Bidding Phase	\$ 10,000.00
c.	Construction Phase	\$ 110,000.00
d.	Operation Phase	\$ 7,500.00
e.	Reimbursable items	\$ 2,500.00
TOTAL ESTIMATED FEE		\$ 235,000.00

5.1.2. For Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 on an hourly rate basis in accordance with the Hourly Rate Charge Schedule or a mutually agreed to price.

5.1.3. For Reimbursable Expenses. In addition to payments provided for in paragraph 5.1.1, OWNER shall pay ENGINEER the actual costs (except where specifically provided otherwise) of all Reimbursable Expenses incurred in connection with all Basic and Additional Services.

5.1.4. The terms "Salary Costs" and "Reimbursable Expenses" have the meanings assigned to them in paragraph 5.4.

5.2. Times of Payments.

5.2.1. ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.3. Other Provisions Concerning Payments.

5.3.1. In the event of termination by OWNER under paragraph 7.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER also will be reimbursed for the charges of independent professional associates and consultants employed by ENGINEER to render Basic Services, and paid for services rendered during that phase on the basis of ENGINEER's Salary Costs times a factor of 2.0 for services rendered during that phase to date of termination by ENGINEER's principals and employees engaged directly on the Project. In the event of any such termination, ENGINEER will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses.

- 5.3.2. Records of ENGINEER's Salary Costs pertinent to ENGINEER's compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER at cost on request prior to final payment for ENGINEER's services.
- 5.4. Definitions.
- 5.4.1. The Salary Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all ENGINEER's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.
- 5.4.2. Reimbursable Expenses mean the actual expenses incurred by ENGINEER or ENGINEER's independent professional associates or consultants directly or indirectly in connection with the Project, such as expenses for: obtaining bids or proposals from Contractor(s); reproduction of reports, Drawings, Specifications, Bidding Documents and similar Project-related items in addition to those required under Section 1; and if authorized in advance by OWNER, overtime work requiring higher than regular rates. In addition, if authorized in advance by OWNER, Reimbursable Expenses will also include expenses incurred for computer time and other highly specialized equipment, including an appropriate charge for previously established programs and expenses of photographic production techniques times a factor of 1.10.

SECTION 6 – CONSTRUCTION COST AND OPINIONS OF COST

- 6.1 Construction Cost.
- 6.1.1. The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire Project designed and specified by ENGINEER, but it will not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to paragraphs 3.5 through 3.7, inclusive.
- 6.2. Opinions of Cost.
- 6.2.1. Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER. If prior to the Bidding or Negotiating Phase OWNER wishes greater

assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator as provided in paragraph 3.6.

6.2.2. If a Construction Cost limit is established by written agreement between OWNER and ENGINEER and specifically set forth in this Agreement as a condition thereto, the following will apply:

6.2.2.1. The acceptance by OWNER at any time during the Basic Services of a revised opinion of probable Total Project or Construction Costs in excess of the then established cost limit will constitute a corresponding revision in the Construction Cost limit to the extent indicated in such revised opinion.

SECTION 7 - OTHER

7.1 Termination

7.1.1. The obligation to provide further services under this Agreement may be terminated:

7.1.1.1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.1.1.2. Upon seven days written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER'S responsibilities as a licensed professional; or

7.1.1.3. Upon seven days written notice if the ENGINEER'S services for the Project are delayed or suspended for more than ninety days for reasons beyond ENGINEER'S control.

7.1.1.4. ENGINEER shall have no liability to OWNER on account of such termination.

7.1.1.5. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days or receipt thereof; provided that if and to the extent such substantial failure cannot be reasonably cured with such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

7.1.1.6. *For convenience*, by OWNER effective upon the receipt of notice by ENGINEER.

7.1.2. The terminating party under paragraphs 7.1 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

7.2. ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person

other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

7.3. Controlling Law.

7.3.1. This agreement is to be governed by the law of the STATE OF NORTH CAROLINA.

7.4. Successors and Assigns.

7.4.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 7.4.2. the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.4.2. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.4.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

7.5. Disputes.

7.5.1. All unresolved claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be decided by the appropriate division of the General Court of Justice unless alternative resolution procedures are mutually agreed to between the Parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

ENGINEER:

Jerry Peterman
Mayor

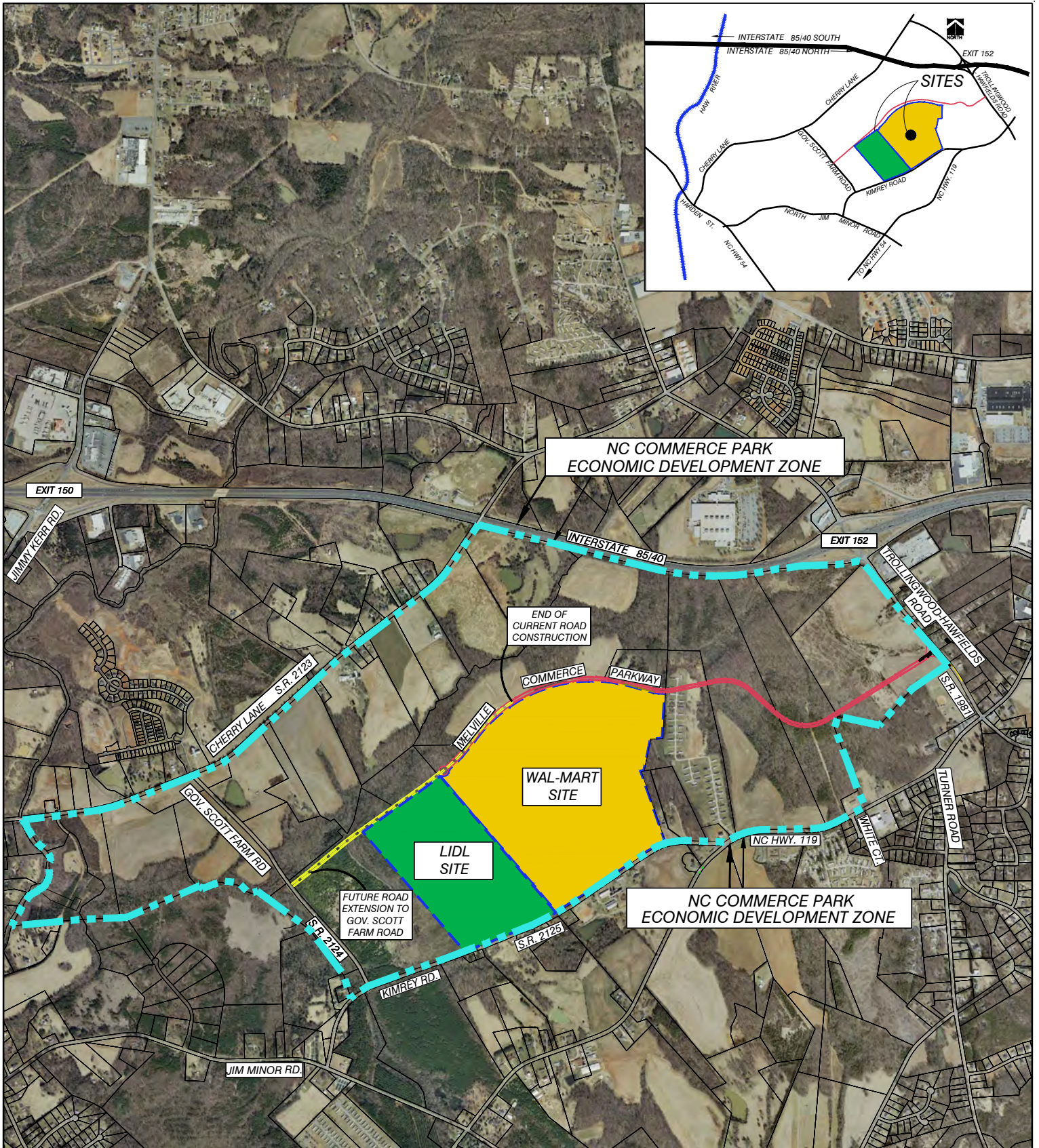
Franz K. Holt
President

WITNESS:

WITNESS:

Darcy Sperry, City Clerk

Mark D. Reich, Corporate Treasurer



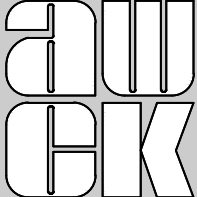
	alley, williams, carmen & king, inc. ENGINEERS, ARCHITECTS & SURVEYORS		NC COMMERCE PARK ECONOMIC DEVELOPMENT ZONE MELVILLE COMMERCE PARKWAY EXTENSION - EXHIBIT A		SHEET NO. : 1
	740 chapel hill road burlington, n.c. 27215		p.o. box 1179 336/226-5534		MELVILLE TOWNSHIP - MEBANE, N.C.
	Firm's Engineering License No. F-0203		SCALE: 1" = 2000'	DATE: 7/28/15	DWG. BY SBM



Exhibit B.

MELVILLE COMMERCE PARKWAY EXTENSION ESTIMATE OF PROBABLE COST

Description	Estimated Quantity	Units	Estimated Cost
Clearing & Grubbing	7	AC	\$ 35,000.00
Unclassified Excavation	22500	CY	\$ 90,000.00
Undercut	2250	CY	\$ 18,000.00
Borrow Fill	8000	CY	\$ 80,000.00
30 Inch RCP Storm Drain	120	LF	\$ 6,000.00
60 Inch CAP Storm Drain	120	LF	\$ 20,400.00
72 Inch CAP Storm Drain	120	LF	\$ 28,800.00
Headwalls	12	EA	\$ 30,000.00
Guardrail	1400	LF	\$ 21,000.00
Guardrail End Treatments	8	EA	\$ 14,000.00
Pavement Base	4100	TN	\$ 369,000.00
Pavement Intermediate	2600	TN	\$ 234,000.00
Pavement Surface	1900	TN	\$ 190,000.00
Striping	Lump Sum		\$ 10,000.00
Erosion Control	Lump Sum		\$ 75,000.00
Seeding & Mulching	5	AC	\$ 12,500.00
Rip Rap	110	TN	\$ 5,500.00
Rock Excavation	4000	CY	\$ 200,000.00
Shoulder & Ditch Construction	8850	LF	\$ 70,800.00
Construction Sub-Total			\$ 1,510,000.00
Final Design Phase			\$ 105,000.00
Bidding Phase			\$ 10,000.00
Construction Phase			\$ 110,000.00
Operation Phase			\$ 7,500.00
Reimbursable Items			\$ 2,500.00
Engineering Design & Construction Administration Sub-Total			\$ 235,000.00
Legal			\$ 5,000.00
Contingency			\$ 250,000.00
Total Estimated Project Cost			\$ 2,000,000.00



EXHIBIT C

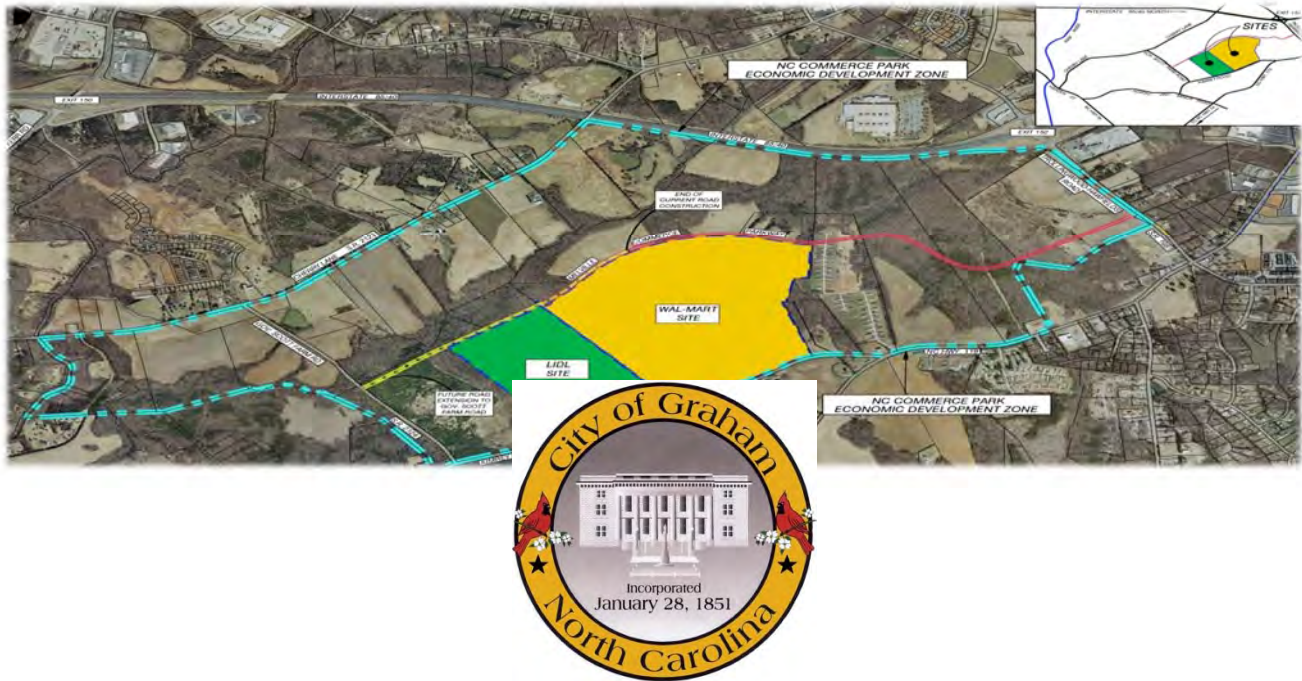
HOURLY CHARGE RATE SCHEDULE – JULY 1, 2015

This information is confidential and is intended for use by the recipient only.

1. Engineers:
 - a. EI – Engineering Intern \$ 70.00 - \$ 90.00/Hr.
 - b. Registered Professional Engineer 100.00 - 130.00/Hr.
 - c. Associate/Registered Professional Engineer 115.00 - 145.00/Hr.
 - d. Principal/Registered Professional Engineer 175.00 - 195.00/Hr.
2. Architects:
 - a. Architects in Training \$ 70.00 - \$ 90.00/Hr.
 - b. Registered Architect 85.00 - 125.00/Hr.
 - c. Associate/Registered Architect 135.00 - 150.00/Hr.
 - d. Principal/Registered Architect 165.00 - 175.00/Hr.
3. Surveyors:
 - a. Surveyor in Training \$ 60.00 - \$ 80.00/Hr.
 - b. Registered Land Surveyor 80.00 - 95.00/Hr.
 - c. Associate/Registered Land Surveyor 90.00 - 115.00/Hr.
4. Technical Staff:
 - a. Project Manager \$ 80.00 - \$120.00/Hr.
 - b. CADD Designer/Technician 65.00 - 90.00/Hr.
5. Survey Parties:
 - a. 2-Man Party \$140.00 - \$155.00/Hr.
 - b. 3-Man Party 190.00 - 205.00/Hr.
6. Construction Observer \$ 75.00 - \$ 95.00/Hr.
7. Clerical \$ 50.00 - \$ 65.00/Hr.
8. Other:
 - a. Employees' overtime (when authorized in advance): 1.50 times Hourly Charge Rate.
 - b. Professional Consultants: 1.10 times the amount billed to AWCK, Inc.
 - c. Printing and Mailing: 1.10 times the amount billed to AWCK, Inc.
 - d. Mileage: Travel to job site No Charge, but time is included from our office to job site and return.
 - e. Overnight or extended travel: 1.10 times the amount billed to AWCK, Inc.
 - f. The above rates are subject to adjustment in accordance with normal salary and rate review practices on an annual basis.
 - g. Where ranges of hourly charge rates are listed, the rate charged will be the actual charge rate associated with the individual performing the services.
 - h. Payment will be made monthly based on invoices submitted by Alley, Williams, Carmen & King, Inc.

Alley, Williams, Carmen & King, Inc. Response to Request for Qualifications

Project: Melville Commerce Parkway Extension for City of Graham



alley, williams, carmen, and king, inc.
Engineering • Architecture • Land Surveying

740 Chapel Hill Road (27215) - P.O. Box 1179 - Burlington, North Carolina 27216
Tel. - (336)226-5534 - Fax - (336)226-3034 - awck.com

July 21, 2015



Letter of Interest

July 20, 2015

Mr. Frankie Maness, City Manager
City of Graham
P.O. Drawer 357
201 South Main Street
Graham, N.C. 27253

Re: Letter of Interest and Statement of Qualifications for Engineering Services
Melville Commerce Parkway Extension
Graham, N.C.

Dear Mr. Maness:

Alley, Williams, Carmen & King, Inc. is pleased to submit this letter of interest with our statement of qualifications to the City of Graham for the referenced project. We believe that we have assembled a highly qualified team of professionals that is experienced with roadway construction projects that can work with City of Graham to complete a high quality project in a timely manner. AWCK has a 50 plus year history of working with Municipal Governments including the City of Graham, serving as their City Engineer and Consultant for many years. We encourage you to contact any of our references provided and we believe all of the references will provide you with a positive statement of our qualifications and abilities.

We feel that by selecting our firm, the City of Graham will have the full depth of our resources available to them, including our experienced personnel. Our knowledge of the current project needs is demonstrated with the design and associated environmental permitting for the first section of Melville Commerce Parkway and the functional design of the proposed extension. Our project approach will effectively address all aspects of the project from the preliminary planning, final design, bidding, and the administration and inspection of the roadway improvements. In addition, our day to day working relationship with City of Graham personnel along with their project partners (the City of Mebane and Alamance County) and local NCDOT personnel will allow us to communicate with those who are tasked with completing the project and those who will be responsible for future acceptance and maintenance of the roadway improvements, so that the City of Graham's unique needs are met.

In closing, we thank you for the opportunity to present our letter of interest and this statement of qualifications. Should you have any questions, please feel free to contact me at (336) 226-5534 or fholt@awck.com.

Respectfully Submitted,

A handwritten signature in black ink that reads 'Franz K. Holt'.

Franz K. Holt, P.E.

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Executive Summary

Alley, Williams, Carmen & King, Inc. is located in Burlington, N.C. and is an engineering, architecture, and surveying company that has been providing continuous service in the Alamance County area (and beyond) for over 60 years. Our earliest association with the Town of Graham (later as the City of Graham) is from the 1950's when the company provided engineering services on various water, sewer, and street projects. That association has continued to the present time with similar services being provided.

The City of Graham is soliciting letters of interest for consulting engineering services related to the design and construction of Melville Commerce Parkway Extension in the NC Commerce Park. We are very familiar with Melville Commerce Parkway having completed the preliminary planning, environmental permitting and design of the current roadway improvements. In addition, we have completed a functional design of the extension from where it currently ends to Governor Scott Farm Road. We also provided assistance to the City of Graham in obtaining a NC Economic Infrastructure Program Grant for the proposed extension. We are pleased to provide this statement of qualifications as requested by the City.

The Melville Commerce Parkway Extension is located within the NC Commerce Park Economic Development Zone and will serve as a connector from the existing Melville Commerce Parkway to Gov. Scott Farm Road. This project is unique in that environmental impacts within the approximate 1,200 acre zone are lumped together under the same environmental permits. We understand and have experienced the challenging permitting and design process with the current roadway improvements and will apply that knowledge to provide the City of Graham with a successful project.

This extension includes the construction of approximately 4,425 feet of 24' wide paved roadway to an industrial level section and also crosses one environmentally sensitive area. The environmentally sensitive area was previously permitted with the existing roadway and the design will have special considerations that will be addressed to maintain compliance with environmental permits. The extension is estimated to cost approximately \$2,000,000. This work will coincide with adjacent and ongoing construction on the Wal-Mart and Lidl sites as well as improvements being made to Gov. Scott Farm Road.

AWCK is well qualified to provide the requested services. We have significant experience with roadway design and construction. Furthermore, our project team has many years of experience to draw upon to provide you with a quality project.

Our services under this project will include the following:

1. Preliminary Design – meetings, subsurface investigation (as needed), identifying environmental features (as needed), finalizing design, all in order to produce the final design documents
2. Construction Documents – Final Drawings and Specifications with Bid Documents
3. Pre-Construction Services - Permits, Grant related items, Easements (as needed)
4. Construction Administration – Notice of Award, Shop Drawing Approval, Notice to Proceed, Inspection of work, Change Orders (as needed), Pay Application Review, Construction Stakeout, and Project Certification and Close Out along with our Assistance of the Grant(s) Administration

AWCK provides these types of service daily, as we have completed numerous similar type projects for the City of Graham, other Municipalities, and Private Development. It is our goal that our project team will assist the City by helping them to receive a quality project, on schedule, and within the funds allotted. We are ready to proceed upon your notice as we have the personnel available to meet your needs.

a. Project Approach and Schedule

Project Approach

We have developed the following project approach for the Melville Commerce Parkway Extension. We plan to address all aspects of the project while using our most qualified and experienced personnel in order to meet the City of Graham's unique needs.

A. Planning and Design Phase

1. Establish a pre design planning meeting where the following items are reviewed and discussed:
 - a) Preliminary Functional Design and Anticipated Project Costs
 - b) Known environmental features and associated permits
 - c) Latest flood plain data available
 - d) Location of existing and future utilities (horizontal and vertical)
 - e) Identify review agencies
 - f) Recognition of the ongoing work with the Wal-Mart and Lidl sites
 - g) Identify encroachment agreements, right-of-way, and easements that are needed.
 - h) Property survey topographic and property boundaries
 - i) Identify any access issues for construction
 - j) Subsurface Evaluation for suitable soil and possible rock
2. Where easements and right of way are required, notify property owners explaining the project and seek permission to survey on their property.
3. Upon receiving permission to survey from the City and or adjacent property owners, we will have a utility locate completed. While this work is ongoing we do a topographic survey of the project limits and utilities (environmental features were delineated and mapped as part of the current roadway and utilities projects). Once completed, we will prepare a recommended final plan with all potential impacts to utilities, adjacent properties, environmental features, and flood plain all being identified. At this stage we will have our subsurface consultant do borings to determine if rock is present at proposed cut locations along the proposed roadway and also determine if suitable soils are present along the roadway and stockpile location. Where possible, our design will minimize impacts adverse impacts and conflicts.
4. Once the City and NCDOT approves the preliminary design, we will then move forward with completion of the construction drawings, permitting, and specifications with bid documents. We anticipate review meetings with the City and NCDOT to review the progress and to make project decisions as needed. We will also finalize the approval agency list which may include NCDOT – hydraulics, encroachment, and plan approval, NCDENR – Erosion Control Plan Approval and Land Disturbance Permit, NCDENR and USACE for Nationwide permitting of stream crossings and buffer disturbance (if needed due to proposed environmental impacts changes from previous permits).
5. Where easements and right of way are needed, we will prepare easement maps, deed descriptions, and offers (we have most recently been using fair market value as determined by the County Tax Department for the value of the easement and right of way offering 100% of the value for right of way, 75% of the value for perm. easements, and 25% of the value for temp. easements).





Opportunity will be given for property owners to donate right-of-way and easements. Once approved by the City, we or the City will mail these items to each property owner. Once acceptance of the offers have been made and returned, the City will arrange a time to execute the easements and right of way (signatures, notarize, and payment). The easements and right of way will then be recorded. Any offer not returned within 10 days will prompt a phone call to the property owner to discuss the easement further. If terms cannot be agreed to then the City may have to move forward with other available means of obtaining the easement.

6. Prior to going to bid with the construction of the project, any remaining items associated with the Grants received must be addressed (as prior work is not an eligible expense).

B. Bidding and Construction Phase

1. Once the construction drawings and bid documents have been approved, the project will be placed out for bid. The project will be advertised in the local newspaper and posted on various web sites for Minority or Disadvantaged Business participation. The advertisement for bid will be developed with the City and include a pre-bid conference date, bid date, location of bid opening, list of bonds required, scope of the project, etc. We will also e-mail the copy of advertisement to contractors. We will also contact contractors throughout the bidding process to try to gauge the bidding climate. In addition, we will prepare a pre-bid estimate based on the final design documents.
2. Upon receiving favorable bids, we will make a recommendation for contract award to the City. The recommendation will be for the low responsive/responsible bidder and will be subject to any remaining approvals, easements, or right of ways to be obtained.
3. Once the contract is awarded and final approvals, easements, and right of ways have been obtained, we will forward the contracts to the contractor for execution. At that time, we will also ask the contractor to provide shop drawings.
4. Upon receipt of the contracts from the contractor, we will call for a preconstruction conference which will include all interested parties and the project documents will be reviewed with the contractor with discussion of expectations and any project concerns (environmental, property owner related, utility, access or other). In addition, we will establish progress meetings on site.
5. Once the contracts are executed and shop drawings are approved, we will provide the contractor with the notice to proceed with the completion date being established.
6. We anticipate inspecting the project daily (part time). We will make daily field reports and alert the City to any project concerns when they occur.
7. Rock (if encountered) will be measured by our firm.
8. We will process monthly pay requests and hold monthly project progress meetings with contractor and owner.
9. We will measure all quantities and keep a record of project changes and provide record drawings to the City once all work is complete.
10. We will be present all testing and make records of the tests (includes Terracon when needed).
11. Once the project is stabilized, we will check with the Land Quality Section for the removal of any temporary erosion control devices.
12. Upon approval from the Land Quality Section, we will authorize the contractor to remove temporary devices and perform touch up grassing as needed.
13. We will inspect the project (when complete) with the City for final approval.
14. Once all contract closeout documents are received from the contractor we will recommend for release final payment with a warrantee period being established.
15. We will perform an on-site inspection with the City prior to the warrantee period expiring.



Project Schedule

City of Graham

Melville Commerce Parkway Extension

<i>AWCK/City of Graham</i>	<i>Begin Date</i>	<i>Completion/Award Date</i>
Engineering Contract	July, 2015	August, 2015
<u>Design Phase</u>		
Preliminary Eng. Design Meeting	Beg. August, 2015	Mid. August, 2015
Letters to Property Owners (if needed)	Mid. August, 2015	End August, 2015
Field Data Collection	End August, 2015	Mid. September, 2015
Environmental Survey	Mid. September, 2015	End September, 2015
Engineering Design	End September, 2015	End November, 2015
Easement Mapping (if needed)	Beg. November, 2015	Mid. November, 2015
Easement Acquisition (if needed)	Mid. November, 2015	End December, 2015
Permit Applications and Approvals	Beg. November, 2015	Beg. December, 2015
Bidding Process	Beg. December 2015	End December 2015
Contract Award		Beg. January, 2016
<u>Construction Phase</u>		
Notice to Proceed	Beg. February, 2016	
Shop Drawing Review	Mid. February, 2016	End February, 2016
Construction (approx. 180 days)	Beg. February, 2016	End July, 2016
Project Close Out	Beg. August, 2016	Mid. August, 2016



b. Experience of Proposed Personnel

Alley, Williams, Carmen and King, Inc. (AWCK) is proposing a project team consisting of professional, technical and support personnel from the Burlington Office that will provide a wide variety of expertise to complete the project in a timely fashion. The proposed team has worked successfully together to complete several similar projects for public clients in the Piedmont Area. AWCK is committed to providing a high level of quality work to all its clients.

Principal In Charge and Project Manager:

Franz Holt, P.E. will provide Principal Oversight of the project team. Franz is the President of the Company, a corporate stockholder and one of the Board of Directors. Franz serves as the City Engineer for the City of Graham, the Town of Elon, at the Town of Swepsonville all in N.C. He has served as the Project Engineer and Manager or Principal in Charge on a variety of street, sidewalk, and storm drainage projects in both Alamance and Guilford County. In addition, Franz was involved with the planning and design of Melville Commerce Parkway.

EDUCATION:
BS CIVIL ENGINEERING
UNIVERSITY OF NORTH CAROLINA AT
CHARLOTTE, 1983
YEARS OF EXPERIENCE:
AWCK — 32 YEARS
REGISTRATION & CERTIFICATION:
PROFESSIONAL ENGINEER
N.C. 15816

Principal Oversight:

Darrell Russell, P.E. will provide Principal Oversight of the project team. Darrell is the Chairmen of the Board of Directors and has been with AWCK for over 40 years. Darrell has worked on many roadway projects throughout Alamance and Guilford County. This experience also includes several roadway projects for the City of Graham. Darrell was also involved with the planning of Melville Commerce Parkway.

EDUCATION:
BS CIVIL ENGINEERING
NORTH CAROLINA STATE UNIVERSITY, 1972
YEARS OF EXPERIENCE:
AWCK — 42 YEARS
REGISTRATION & CERTIFICATION:
PROFESSIONAL ENGINEER
N.C. 7737

Project Engineer:

Kyle Smith P.E. will be the Project Engineer during the design and construction of the project. Along with being a professional engineer, Kyle is a highly qualified construction inspector. Kyle has overseen the design and installation of thousands of feet of roadway and utility lines and was highly involved in the sanitary sewer, water and roadway improvements now serving the NC Commerce Park. In addition, Kyle was the design engineer for Melville Commerce Parkway and completed the current functional design for the extension.

EDUCATION:
BS BAE ENGINEERING
NORTH CAROLINA STATE
UNIVERSITY, 2002
YEARS OF EXPERIENCE:
AWCK — 9 YEARS
BUCK ENGINEERING—2 YEARS
REGISTRATION & CERTIFICATION:
NC Professional Engineer—039206
NCDWQ SWITC—593-310
NCDOT Concrete Field Tech—PCT-7645
NCDOT ABC Sampling School—ABC-7645
NCDOT Borrow Pit Sampling Tech—BPS-7645
NCDOT Conv. Density Tech—CDT-7645



Assistant Project Engineer:

Mark D. Reich, P.E. is a principal owner of AWCK and serves as Treasurer for the company. Mark has been with AWCK since 1994 and has served as either a Project Manager or Principal in Charge on a variety of water, sanitary sewer, street, storm drainage and other municipal type projects. Prior to working with AWCK, Mark worked for the City of Burlington Engineering Department for 14 years designing, and overseeing the construction of many water, sanitary sewer, street, and storm drainage projects and served as the administrator of the Erosion Control Ordinance.

EDUCATION:
BS CIVIL ENGINEERING
NORTH CAROLINA STATE UNIVERSITY, 1980
YEARS OF EXPERIENCE:
AWCK — 20 YEARS
CITY OF BURLINGTON — 14 YEARS
REGISTRATION & CERTIFICATION:
PROFESSIONAL ENGINEER
N.C. 12634

Gary R. Parrish, PLS will be responsible for researching existing deeds and final plats; researching NCDOT maps and acquisitions; and will prepare any necessary easement maps for the project. Gary has been with AWCK since 2003 and surveying for the past 30 years. Gary has extensive experience with conducting field surveys and preparation of maps for boundary surveys, right-of-way maps and easement maps.

EDUCATION:
BA -Geography
ELON COLLEGE, 1978
5 YEARS OF HIGHER EDUCATION
YEARS OF EXPERIENCE:
AWCK — 11 YEARS
OTHER PRIVATE FIRMS — 15 YEARS
NCDOT — 8 YEARS
REGISTRATION & CERTIFICATION:
PROFESSIONAL SURVEYOR
N.C. L-3526

M. Heath Williams, PLS is the Burlington Office Survey Department Manager and will oversee the surveying activities for the project. Heath has been with AWCK since 1996 and has been managing the Survey Department for the past 6 years. Heath will be in charge of coordinating all the field data collection, base mapping, topographic mapping, and construction stakeout needs for the project.

EDUCATION:
AAS DEGREE - MECH. DRAFTING TECH
ALAMANCE CC, 1994
SURVEYING, GTCC, 2005
YEARS OF EXPERIENCE:
AWCK — 18 YEARS
NANCE & BROWN — 2 YEARS
REGISTRATION & CERTIFICATION:
PROFESSIONAL SURVEYOR
N.C. 4607

Wally Fox is an engineering technician with AWCK and has been with the company since 1989. Wally will assist the Project Team by providing computer aided drafting services. Wally has provided technical assistance on a variety of public and private projects including but not limited to water and sanitary sewer projects (including pump stations), roadway projects, subdivisions, preparation of preliminary and final site plans for commercial, industrial, institutional and residential projects.

EDUCATION:
ASSOCIATES DEGREE CIVIL ENGINEERING
GUILFORD TECHNICAL COMMUNITY
COLLEGE, 1980
YEARS OF EXPERIENCE:
AWCK — 25 YEARS
OTHER PRIVATE FIRMS — 6 YEARS
CITY OF REIDSVILLE — 3 YEARS



Brent Mills, EI is an engineering intern with AWCK. Brent is a recent graduate of North Carolina State University, where he received a Bachelor of Science degree in Environmental Engineering. Brent has experience with field inspections and has been involved with computer design and drafting for a number of engineering projects. Brent will assist the project team by providing drafting services and technical assistance while also reducing the workflow from other projects on the project team.

EDUCATION:

BS ENVIRONMENTAL ENGINEERING
NORTH CAROLINA STATE UNIVERSITY, 2015

YEARS OF EXPERIENCE:

AWCK — 2 MONTHS
OTHER PRIVATE FIRMS (INTERN) — 1 YEAR
NCDOT (INTERN) — 1 YEAR

Troy King, P.E., is a recent hire by AWCK and has 10 years of experience of progressive Civil Engineering experience. Troy will assist the Project Team by providing design services. Since joining AWCK, Troy has worked on several municipal projects and will assist the project team while also reducing the workflow from other projects on the project team.

EDUCATION:

BS CIVIL ENGINEERING
NORTH CAROLINA STATE UNIVERSITY, 2004

YEARS OF EXPERIENCE:

AWCK — 2 MONTHS
JACOBS ENGINEERING—3 YEARS
HADEN-STANZIALE-6 YEARS

REGISTRATION & CERTIFICATION:

NC PROFESSIONAL ENGINEER—035017

Ryan King will assist the Project Engineer during the construction observation and inspection services period of the project. Ryan has been involved in construction since his graduation from NC State University in 2001. Ryan has extensive experience with asphalt paving, storm drainage installation, curb and gutter installation, and sidewalk construction. Ryan recently joined Alley, Williams, Carmen, and King and is completing the NCDOT certification process for asphalt and concrete testing and inspections. Ryan's role with AWCK includes street, utility, and sidewalk observation.

EDUCATION:

B.S. in Business Management with a Concentration
in Operations Management NCSU - 2001

YEARS OF EXPERIENCE:

AWCK, Inc. 2015-Present
JMS Investments, LLC 2011-2015
Pure Seal Asphalt Services – 2006-2010
Triangle Grading and Paving 2003-2006
Don Todd Associates 2001-2003

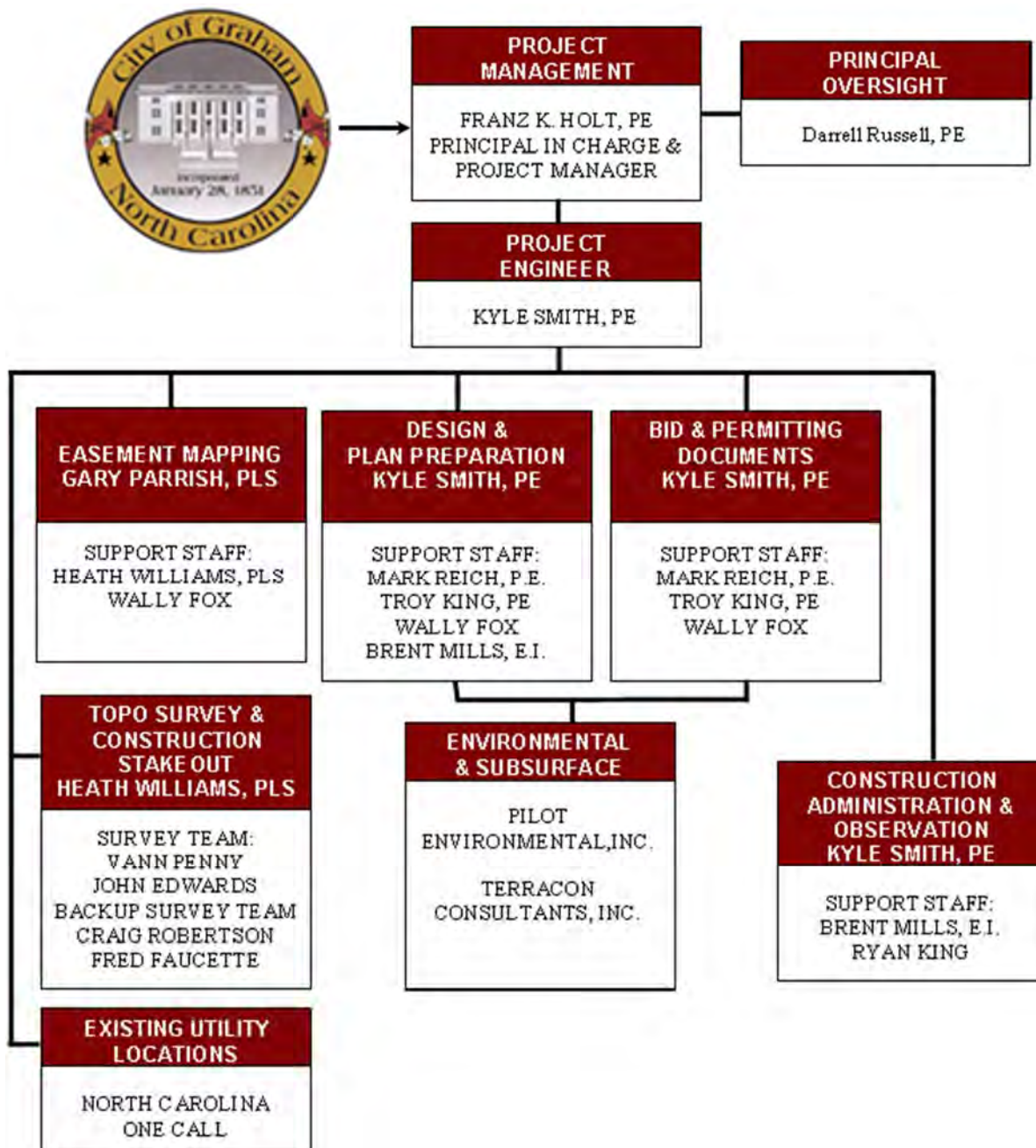
REGISTRATION & CERTIFICATION:

NCDOT Intro to Asphalt Pavements

c. Availability of Proposed Personnel

The project team proposed by Alley, Williams, Carmen and King provides great depth and the unique ability to maximize workloads/schedules to make sure the Melville Commerce Parkway Extension is completed on time and within budget.

Organizational Depth





Availability of Key Personnel

	Current Workload																									
Project Team Member	Team Role	2015						2016												2017						
		J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	
Franz Holt, P.E.	Principal & Project Manager																									
Darrell Russell, P.E.	Principal Oversight																									
Kyle Smith, P.E.	Project Engineer																									
Mark Reich, P.E.	Asst. Proj. Engineer																									
Troy King, PE	Design Services																									
Heath Williams, PLS	Surveying Manager																									
Gary Parrish, PLS	Easement Mapping																									
Brent Mills, E.I	Design Services																									
Wally Fox	Engineering Technician																									
Ryan King	Construction Observation																									

	Time Commitments
	35% or Less
	36% - 55%
	56% - 75%
	76% - 100%

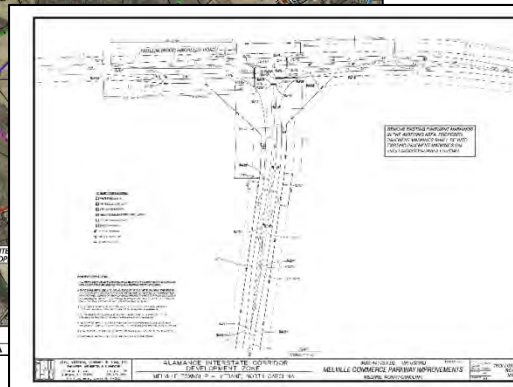
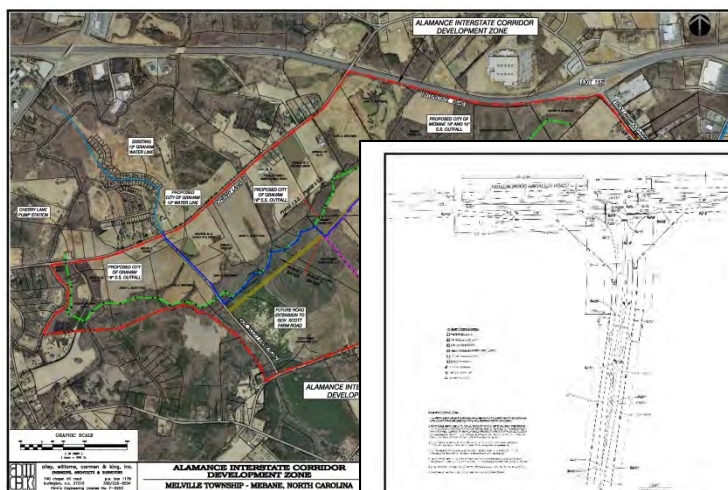
d. Experience and Demonstrated Quality of Performance

North Carolina Department of Transportation & Cities of Graham and Mebane —Melville Commerce Parkway Improvements Phase I & II

Hawfields, North Carolina

AWCK has worked extensively with the NCDOT and the Cities of Graham and Mebane to provide engineering services for the Melville Commerce Parkway in the Hawfields area. AWCK's work included surveying, permitting, master planning, final design, and final easement preparation. The project included widening with the addition of turn lanes on Trollingwood Road and over 7,200 feet of new roadway and drainage structures. Phase I involved the rough grading and drainage improvements along the new roadway while Phase II involved fine grading, paving, and shoulder construction along the new roadway and widening, grading, fine grading, paving, and shoulder construction along an existing roadway. The project will serve as the primary access to a 1,200 acre economic development zone and AWCK was recognized by the Alamance County Chamber of Commerce for our contributions to the project. Our work began in July of 2013. Phase I of the project is now complete and Phase II is anticipated to go out for bids in the near future. The estimated cost of the new road is reportedly in the \$2.5 million range.

<i>Project Contact:</i>	<i>Address / Telephone Number:</i>
Mr. Chuck Edwards – District Engineer - NCDOT Mr. Frankie Maness – City Manager – City of Graham Mr. David Cheek – City Manager – City of Mebane Project Manager: Franz Holt, P.E. Project Engineer: Kyle Smith, P.E.	NCDOT—(336)570-6833 Graham—(336)570-6700 Mebane—(919)563-5901





Economic Development Impact Award

Alley, Williams, Carmen & King, Inc.

Successful economic development is, necessarily, collaborative. Given this dynamic, the Alamance County Economic Development Foundation (ACEEDF) uses the occasion of the Annual Investors' event to recognize key contributions of allies and partners in the successes of the prior year. This was not an easy task in 2013.

As reported, there were four landed projects and many more inquiries and visits for which responses were prepared and presented. For almost every circumstance involving Graham and Mebane, as well as some in Burlington, the advice and expertise at one company was solicited, and usually for a quick turnaround answer, engineered drawing, detailed analysis of infrastructure or site, or all of the above!

Alley, Williams, Carmen & King (AWCK) has long been a team player in Alamance County economic development. When the company was established in 1954, they focused on municipal infrastructure projects, specifically water and sewer systems. From there, the company expanded to grow with their client base and began to offer land surveying and architecture to their engineering services and also began to add private clients to their base.

Critical early considerations for companies considering expansion or establishing new operations involve a suitable site or building and reliable infrastructure. AWCK provides fast, reliable, and well-presented information be it a determination about water and wastewater utilities, site and building layouts, environmental conditions, road access, and a host of other technical factors. For Project Swordfish/Walmart, AWCK's creativity and expertise was demonstrated in a significant way from the very beginning as they are credited with proposing the new road that was described by the project consultant as "the game changer" in favor of the ultimate Alamance site. Numerous iterations of the road were proposed, changed, drawn, and redrawn until the final road route was established. Site and building layouts were placed and rotated several times; environmental permits were completed, submitted, and monitored; and, surveying work was done to support the road design, environmental permitting, and real estate closings.

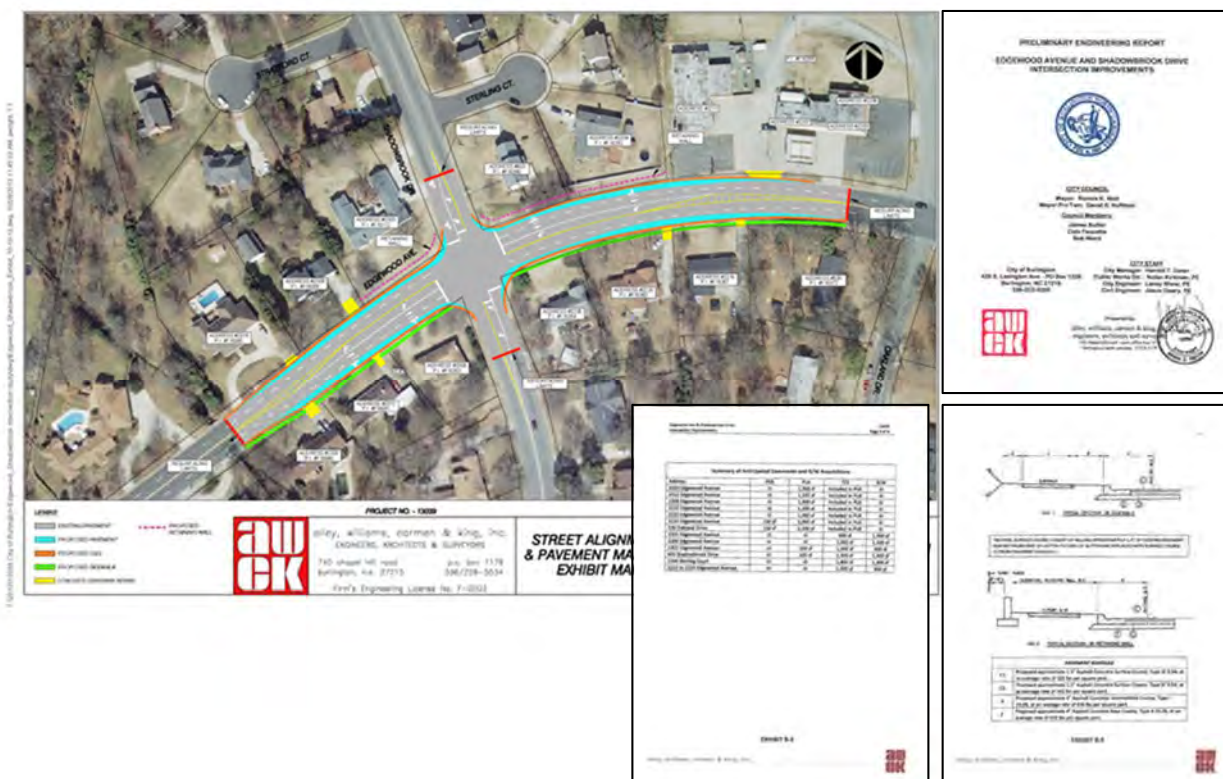
Accepting the award, are two of AWCK's principals who serve as the city engineers for the Cities of Mebane and Graham - Darrell Russell and Franz Holt. These two individuals and their team, in their roles with the cities, provide the knowledge, flexibility, professionalism, and creativity in ways that make them a key partner of the local economic development team and, for their work on Project Swordfish in particular, our choice for the 2013 Impact Award.

City of Burlington—Edgewood Avenue & Shadowbrook Drive Intersection Improvements

Burlington, North Carolina

City of Burlington staff identified the need for inclusive left turn lanes on Edgewood Avenue at the intersection of Shadowbrook Drive. AWCK provided the City of Burlington with a detailed report identifying the impacts of the proposed turn lanes. The report identified the need for right-of-way acquisition, permanent drainage and utility easements, as well as temporary construction easements. In addition, the need for utility relocations, traffic signal improvements and retaining walls were identified. The proposed improvements were summarized with a list of adjacent property impacts and a detailed estimate of probable costs. Total project costs were \$600,000.

<i>Project Contact:</i>	<i>Address / Telephone Number:</i>
Mr. Jason Geary Civil Engineer City of Burlington	425 South Lexington Ave. Burlington, N.C. 27215 (336)222-5050
Project Manager: Mark Reich, P.E.	Completion Date: 2013

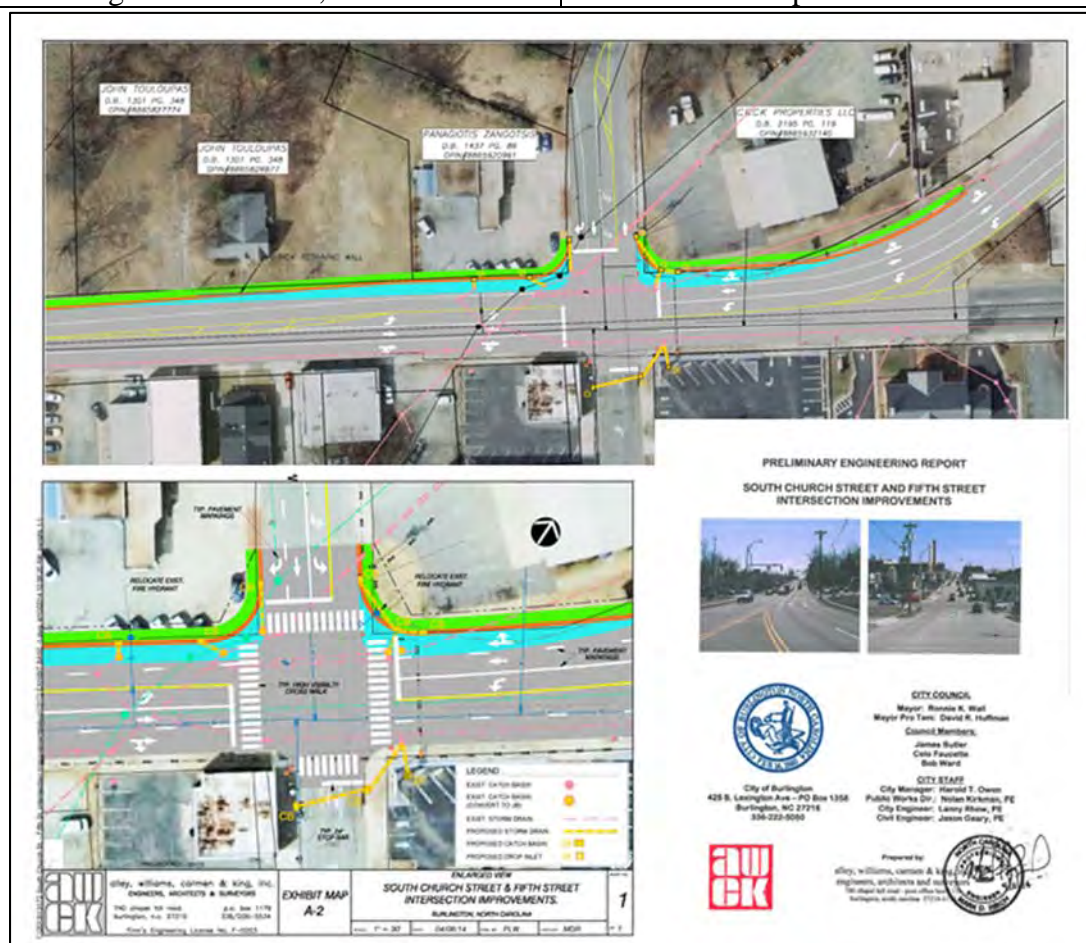


City of Burlington—South Church Street & Fifth Street Intersection Improvements

Burlington, North Carolina

City of Burlington staff identified the need for inclusive left turn lanes on South Church Street at the intersection of Fifth Street. AWCK provided the City of Burlington with a detailed report identifying the impacts of the proposed turn lanes. The report identified multiple widening options and analyzed the need for right-of-way acquisition, permanent drainage and utility easements, as well as temporary construction easements. In addition, the need for utility relocations and signal improvements were identified. The proposed improvements were summarized with a list of adjacent property impacts and a detailed estimate of probable costs. Total project costs were \$388,600.

<i>Project Contact:</i>	<i>Address / Telephone Number:</i>
Mr. Jason Geary Civil Engineer City of Burlington	425 South Lexington Ave. Burlington, N.C. 27215 (336)222-5050
Project Manager: Mark Reich, P.E.	Completion Date: 2013



AWCK, Inc.

Town of Kernersville-Piney Grove Road Widening

Kernersville, North Carolina

AWCK provided construction drawings and easements drawings for Piney Grove Road widening in Kernersville from North Cherry Street to a point 400 feet north of Nelson Street (Approximately 1800 LF). Sidewalk plans for Nelson were provided as part of this project as well. Sidewalk was also installed along Nelson Street from Piney Grove to the dead end (Approximately 1200 LF). AWCK also provided field survey staking and layout during roadway construction. Record drawings were provided by AWCK at project completion. The widening of Piney Grove Road project consisted of adding a southbound lane to improve traffic flow from Nelson Street to North Cherry Street. AWCK staff worked closely with Kernersville staff to establish construction limits and easements for the project. The project cost was approximately \$1.4 million.

<i>Project Contact:</i>	<i>Address / Telephone Number:</i>
Mr. Dale Frost Inspector Town of Kernersville	134 East Main Street Kernersville, NC 27284 (336)-996-1311
Project Manager: Mark Reich, P.E. Project Engineer: Mark Averette, P.E.	Completion Date: 2014

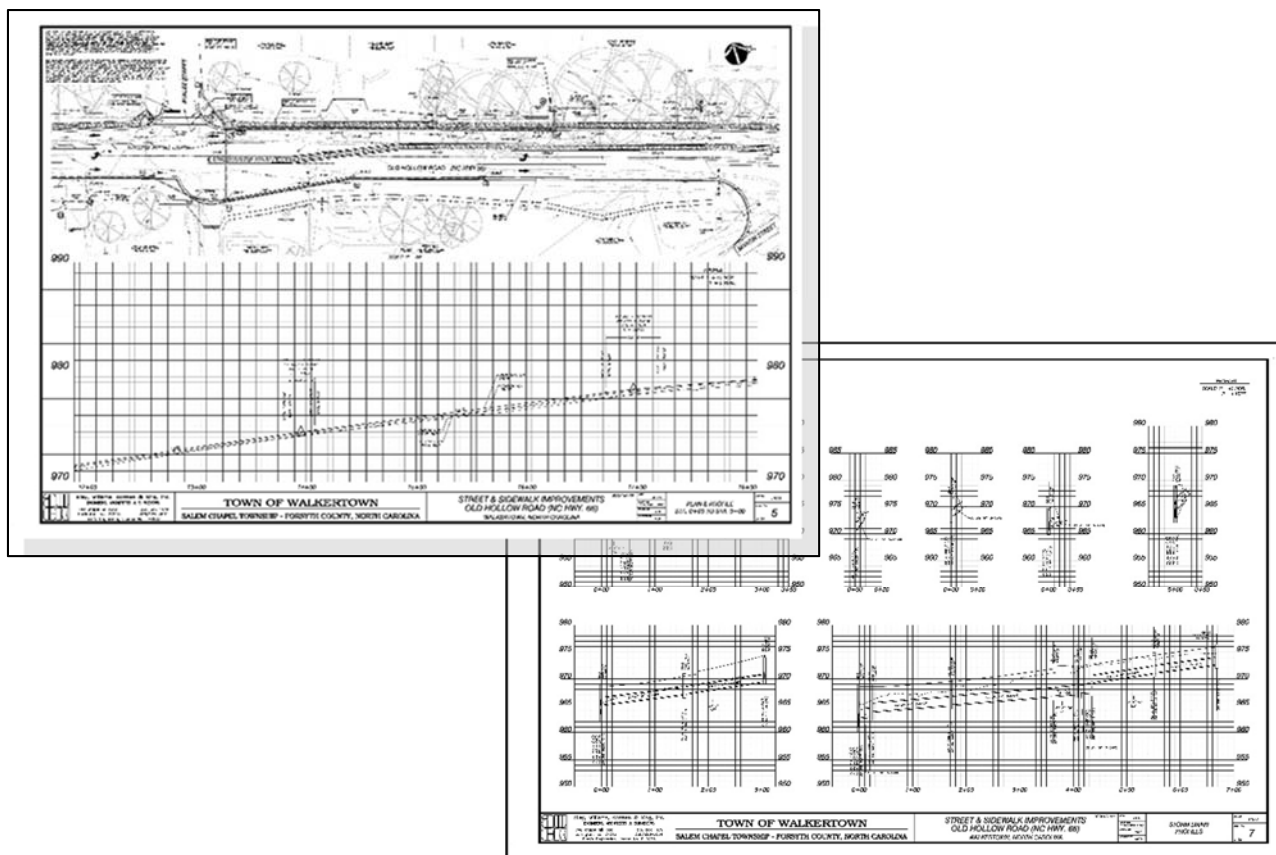


Town of Walkertown—NC Highway 66 & US 158 Intersection Improvements

Walkertown, North Carolina

AWCK is preparing construction drawings, project specifications and bid documents for the widening of NC Highway 66 from US 158 to east of Bellaire Circle/Whitehall Village Lane. The project consists of widening a two lane ribbon pavement section to provide a three lane curb and gutter section with concrete medians, turn lanes and sidewalks to improve traffic and pedestrian flow. In addition, the project consists of installing catch basins and culvert, adjustments of existing water utilities, installation of pavement markings, utility relocations, preparation of a traffic control and erosion control plans. The project is being designed in accordance with NCDOT requirements and the NCDOT Project Number is U-5506A. The preliminary estimated cost is approximately \$1.5 million.

<i>Project Contact:</i>	<i>Address / Telephone Number:</i>
Mr. Scott Snow Town Manager Town of Walkertown Project Manager: Mark Reich, P.E. Project Engineer: Troy King, P.E.	5177 Main Street PO Box 39 Walkertown, NC 27051 (336)595-4212



e. Project References

Alley, Williams, Carmen & King has provided engineering services for roadway improvement projects for the following governmental entities in North Carolina:

<i>NAME</i>	<i>CONTACT PERSON</i>	<i>TELEPHONE</i>
City of Graham	Frankie Maness, Manager	336-570-6700
City of Graham	Terry Worth, Public Works Director	336-570-6709
City of Graham	Burke Robertson, Street Superintendent	336-570-6709
City of Mebane	David Cheek, Manager	919-563-5901
City of Burlington	Lanny Rhew, P.E., City Engineer	336 222-5130
Town of Haw River	Jeff Earp, Manager	336-578-0784
Town of Gibsonville	Ben Baxley, Manager	336-449-4144
Town of Rural Hall	Frank James, Manager	336-969-6856
Village of Alamance	Ben York, Village Clerk	336-226-0033
Town of Kernersville	Dale Frost, Inspector	336-996-1311
Town of Yanceyville	Brian Collie, Manager	336-694-5431
NCDOT	C.N. Edwards	336-570-6833
City of Mebane	Chris Rollins, Assistant Manager	919-563-5901
Town of Elon	Richard White, III , Manager	336-584-3600
Town of Walkertown	Scott Snow, Town Manager	336-595-4212





Appendix

f. Certificate of Insurance, Business License and NCDOT Certifications

ACORD CERTIFICATE OF LIABILITY INSURANCE DATE 07/13/2015

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

IMPORTANT: If the certificate holder is an additional insured, the policy(ies) must be endorsed if subrogation is waived, subject to the terms and conditions of the policy. Certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

INSURANCE SERVICE CORP. OF AMERICA
P.O. BOX 2399
THOMASVILLE NC 27361

INSURANCE SERVICE CORP. OF AMERICA
1336 475-9762 NC 1336 475-9160
Jared@ISCofA.com

INSURER: CNA - FL 31127
INSURER: Travelers Prop and Cas of America 25674
INSURER: The Charter Oak Fire Insurance Company 25615
INSURER: Travelers Property Casualty Co of America 25623
INSURER: Phoenix Insurance Co (TRAVELERS) 25623

COVERAGES CERTIFICATE NUMBER: 1424 REVISION NUMBER:

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

TYPE OF INSURANCE	POLICY NUMBER	ISSUANCE DATE	EXPIRATION DATE	COVERAGE	LIMITS
B. COMMERCIAL LIABILITY	686C02976	01/27/15	01/27/16	BACH OCCURRENCE BACH PRODUCT BACH COMPLETION	1,000,000 300,000 300,000
C. AUTOMOBILE LIABILITY	BAKCM1920	01/27/15	01/27/16	BAKCM1920 BAKCM1920 BAKCM1920	1,000,000 300,000 300,000
D. AUTOMOBILE LIABILITY	CUF6C04062	01/27/15	01/27/16	CUF6C04062 CUF6C04062 CUF6C04062	1,000,000 300,000 300,000
E. AUTOMOBILE LIABILITY	UBA00021200	01/27/15	01/27/16	UBA00021200 UBA00021200 UBA00021200	1,000,000 300,000 300,000
A. PROFESSIONAL LIABILITY	AEHT33331387	12/10/14	12/10/15	AEHT33331387 AEHT33331387 AEHT33331387	\$3,000,000 Per Claim \$3,000,000 Annual Aggregate

DESCRIPTION OF OPERATIONS/LOCATIONS: VEHICLES (INDICATE ACORD 101, Additional Remarks Schedule, if more space is required)
Project: Melville Commerce Parkway Extension

CERTIFICATE HOLDER CANCELLATION

City of Graham
PO Drawer 357
Graham NC 27253

Attention: ACORD 25 (01/09/05) © 1989-2015 ACORD CORPORATION. All rights reserved.

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

PAT MCCROBY
Governor

ANTHONY J. TATA
Secretary

January 22, 2015

JEFFERY D MOODY
ALLEY WILLIAMS CARMEN & KING, INC.
PO BOX 1248
KANNAPOLIS, NC 28082-1248

Dear JEFFERY D MOODY:

Subject: Approval as a Private Consulting Firm:

The information you submitted to the Department for approval as a Private Consulting Firm has been reviewed and your firm has been approved for the following disciplines:

CATEGORICAL EXCLUSIONS—PROJECT DEVELOPMENT & ENVIRONMENTAL ANALYSIS
EROSION & SEDIMENT CTRL. DESIGN—ROADSIDE ENVIRONMENTAL - SOIL & WATER ENGINEERING SECTION
GPS—PRECONSTRUCTION
FIELD DATA COLLECTION—GIS
LANDSCAPE & STREETScape DESIGN—BICYCLE & PEDESTRIAN
PAVEMENT ANALYSIS & BACKCALCULATION—PAVEMENT MANAGEMENT
PAVEMENT DESIGN—PAVEMENT MANAGEMENT
PUBLIC WATER DISTRIB SYS—UTILITIES
PUBLIC WATER TRANSMISSIONS SYS—UTILITIES
RDWY CONSTRUCTION ENG & INSPECTION—CONSTRUCTION SERVICES
ROUTE LOCATION SURVEYS—PRECONSTRUCTION
RURAL RDWY DESIGN—PRECONSTRUCTION
SANITARY SEWER COLLECTION SYS—UTILITIES
SANITARY SEWER OUTFALL SYS—UTILITIES
STREAM RESTORATION/MITIGATION MONITORING—ROADSIDE ENVIRONMENTAL - SOIL & WATER ENGINEERING SECTION
STRUCTURES CONSTRUCTION ENG & INSPECTION—CONSTRUCTION SERVICES
TRAFFIC CTRL PLANS—TRANSPORTATION MOBILITY AND SAFETY DIVISION
URBAN RDWY DESIGN—PRECONSTRUCTION
UTILITY COORDINATION—UTILITIES
WETLAND MITIGATION MONITORING—ROADSIDE ENVIRONMENTAL - SOIL & WATER ENGINEERING SECTION
WETLAND, STREAM, & BUFFER PERMITTING—PROJECT DEVELOPMENT & ENVIRONMENTAL ANALYSIS

MAILING ADDRESS: NC Department of Transportation
Contractual Services Unit
1500 Mail Service Center
Raleigh, NC 27699-1500

TELEPHONE: 919-707-4800
fax: 919-250-4127
www.ncdot.gov

LOCATION: 1500 Birch Road Drive
Bldg 1401B
Raleigh, NC 27615

NORTH CAROLINA BOARD OF EXAMINERS
FOR ENGINEERS AND SURVEYORS
4011 Six Forks Rd. Suite 310
Raleigh, North Carolina 27609

Alley, Williams, Carmen & King, Inc.
PO Box 1179
Burlington, NC 27218-1179

This is to Certify that:

Alley, Williams, Carmen & King, Inc., is licensed with the North Carolina Board of Examiners for Engineers and Surveyors, and is authorized to practice engineering and land surveying under the provisions of Chapter 86C and 158B of the General Statutes of North Carolina.

This authorization must be renewed annually, and expires on **June 30, 2016**.

License No. 1424

THE NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS
Ad H. Little
Executive Director

POST IN PLACE OF BUSINESS

Telephone: (919) 791-2000 FAX: (919) 791-2073 EMAIL Address: info@ncboard.org WEB Site: www.ncboard.org

MULTI-USE TRAIL DESIGN, SURVEY & LAYOUT—BICYCLE & PEDESTRIAN
BLDG SITE DESIGN—GENERAL SERVICES DIVISION
TOPOGRAPHIC SURVEYING—GENERAL SERVICES DIVISION
BOUNDARY SURVEYING—GENERAL SERVICES DIVISION
EASEMENT SURVEYING—GENERAL SERVICES DIVISION
TIER I-BASIC HYDROLOGIC & HYDRAULIC DESIGN—PRECONSTRUCTION
TIER II-COMPLEX HYDROLOGIC & HYDRAULIC DESIGN—PRECONSTRUCTION
LOW IMPACT DIV MANAGED RDWY DESIGN—PRECONSTRUCTION

Accordingly, the Department considers your firm prequalified as a Private Consulting Firm until 02/29/2016. Failure to renew or requalify will result in removal from our prequalified contractors' list.

If at any time prior to your next renewal date there is a change in any information for your firm, please proceed to the following website and submit a notice of change in your firm's information:

<https://apps.ncdot.gov/vendor/prequal>

Yours very truly,
Charles Diehl
Qualifications Officer
919-707-4819

MAILING ADDRESS: NC Department of Transportation
Contractual Services Unit
1500 Mail Service Center
Raleigh, NC 27699-1500

TELEPHONE: 919-707-4800
fax: 919-250-4127
www.ncdot.gov

LOCATION: 1500 Birch Road Drive
Bldg 1401B
Raleigh, NC 27615

AWCK, Inc.



g. Standard Contract

To view the sample contract, please click on the icon below.



GrahamAgreement
for Engineering-Melvill



City of Graham

Request for Qualifications

The City of Graham is soliciting letters of interest and qualifications from consulting engineering firms to provide design and construction administrative services for the following projects:

1. Boyd Creek Sanitary Sewer Lift Station Replacement & Back Creek#2 Sanitary Sewer Lift Station Upgrade;
2. Melville Commerce Parkway Extension;
3. Phase 1 City of Graham Recreation Complex

General: All firms submitting letters of interest should be qualified to provide the services related to the individual project. Interested firms can submit qualifications for any individual project or all. The City of Graham reserves the right to make a selection based on the best interest of the City including, but not limited to the following factors:

- a) A Project Approach that satisfactorily addresses all aspects of the projects in a way that meets the unique needs of the City of Graham ;
- b) Experience of Proposed Personnel ;
- c) Availability of Proposed Personnel to devote adequate time and resources to complete the projects pursuant to project deadlines;
- d) Experience and demonstrated quality of performance;
- e) Overall Quality of the Proposal, including effective organization and presentation, as evidence of the quality of final product that can be expected.

Submission Schedule: Proposals are due to the City by 5:00 p.m., July 21, 2015. Review and recommendation will be completed by July 24, 2015 with anticipated contract award on August 4, 2015. Submissions should be limited to 10 pages for each project and contain a standard contract, excluding pricing, for each project. Electronic submission is preferred via email to: fmaness@cityofgraham.com. Other deliveries may be made in person or by carrier to:

Frankie Maness, City Manager
PO Drawer 357 (USPS)
201 S Main St. (physical)
Graham, NC 27253

1. Boyd Creek Sanitary Sewer Lift Station Replacement & Back Creek#2 Sanitary Sewer Lift Station Upgrade

History/Background

The City of Graham proposes to replace the 56 year old, 700 gpm Boyd Creek Pump Station with a new 700 gpm (gallons per minute) Pump Station to serve the needs of the northwestern service area. The current pump station is subject to flooding. A new pump station will be more reliable, will reduce the frequency of potential flooding and it will also be easier to access and maintain. Building the station on a new site on the existing property will allow the existing station to remain in service while the new station is being constructed. A new station will also facilitate the installation of a bar screen and a screenings compactor. The construction of a new Pump Station adjacent to the existing site is the most practical and beneficial solution of the alternatives that were evaluated by the City.

The existing Boyd Creek Pump Station was constructed in 1959. The station is positioned in the flood plain of Boyd Creek and has experienced flooding in the past. There are two existing sewer mains that drain to the station. One is an 8" main and the other is an 18" main. Both discharge into a common manhole at the station. The sewer main that drains into the wet well is an 18" main. The pump station has a 10" cast iron force main which discharges to a gravity sewer line on Hanford Road. The existing station is permitted for 2-700 gpm (gallons per minute) pumps that are rated to handle the peak flow. The Boyd Creek Station is one of the largest pump stations maintained by the City of Graham. The current average daily flow to the station is about 200,000 gallons. The station can handle an average daily flow up to 400,000 gallons, with the pump station peak flow rated to 700 gallons per minute (GPM). During the project design phase, an evaluation of using 1000 gpm pumps to potentially reduce the frequency and severity of overflows due to inflow and infiltration (I & I) is recommended .

The Back Creek #2 Station Upgrade is included in this project and includes new duplex 200 gpm pumps, controls, standby generator, platform and shelter over controls.

Location

The existing Boyd Creek Pump Station is located within the City of Graham at the dead end of Ingold Drive south of Interstate 40/85 off of Moore Street Extension. The pump station is bounded by Boyd Creek to the northwest. The access road to the site is on the north/northeast and an AT & T fiber optic cable on the south. The pump station is located on the northern corner of a 10.1 acre site owned by the City of Graham. The site is accessed from the dead end of Ingold Drive. The drainage area for this station is located to the north up to the Downtown area and it is almost fully developed with very minimal potential for increased flow to the station.

The Back Creek #2 Station is located at the easternmost portion of the City, south of Interstate 40/85 at 1587 Bakatsias Lane. The site can be accessed directly from Bakatsias Lane.

Project Completion Deadline

TBD

Evaluating Staff Contact Info:

Victor Quick
Utilities Director
336-570-6721

vquick@cityofgraham.com

Frankie Maness
City Manager
336-570-6700 x113

fmaness@cityofgraham.com

DRAFT

2. Melville Commerce Parkway Extension

History/Background

The project includes the construction of 4,425 feet of new roadway improvements that begin at Governor Scott Farm Road (which is currently gravel and is to be paved by NCDOT – 20 feet wide) and extends east to where it connects with the current end of Melville Commerce Parkway (currently under construction by NCDOT). When completed, this 24 foot wide paved road will serve as



the primary connector road for the NC Commerce Park Economic Development Zone (formerly the AICDZ). The Economic Development Zone includes over 30 privately held parcels, the new Wal-Mart Perishable Goods Distribution Center Site and the recently announced Lidl distribution center and regional headquarters. All of which will be served by these proposed roadway improvements.

The City of Graham will be responsible for the right of way acquisition, roadway design and construction improvements. In addition, the Cities of Graham and Mebane will maintain the new roadway improvements (within their respective jurisdictions) for a set period of time as required due to funding sources. The City of Graham will also be helped by the City of Mebane and Alamance County as equal funding partners. This local government partnership has made significant economic investment (\$10 million plus) through the installation of public water and sewer, right-of-way purchase for Melville Commerce Parkway and the purchase of the Wal-Mart Site.

Project Completion Deadline

Project must be completed in 1 year from execution of incentive agreement with Lidl. Execution of said agreement is expected in July of 2015.

Evaluating Staff Contact Info:

Nathan Page
City Planner
336-570-6700 x135
npage@cityofgraham.com

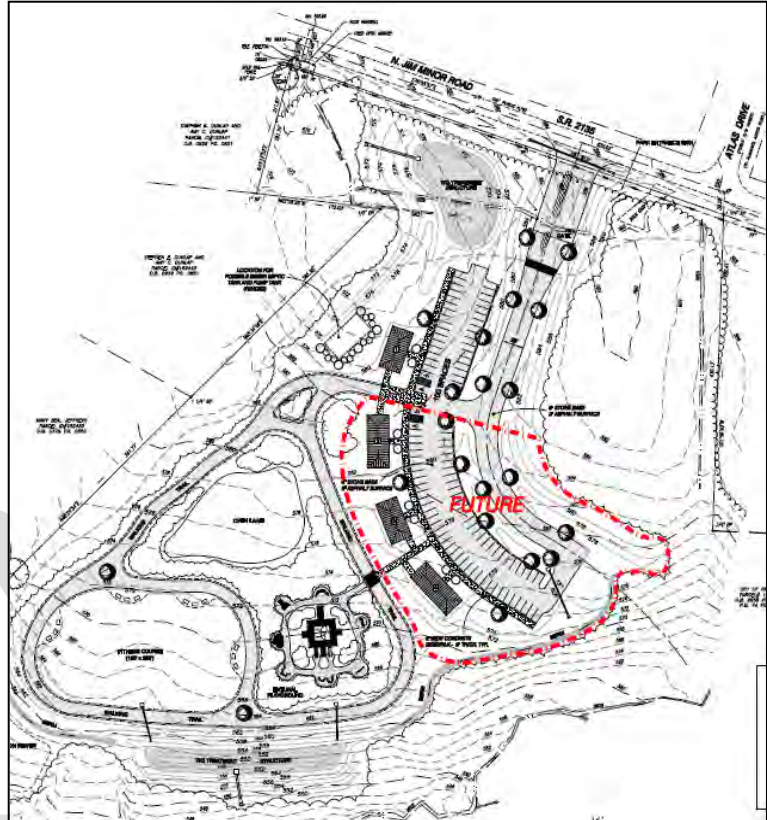
Frankie Maness
City Manager
336-570-6700 x113
fmaness@cityofgraham.com

3. Phase 1 City of Graham Recreation Complex

History

The City acquired a 115.6 acre tract of property along Jim Minor Road in 2010 and another 3 acre tract in 2014 for the purpose of constructing a park. The City received financial assistance in the amount of \$500,000 from the North Carolina Parks and Recreation Trust Fund in July of 2011, which stipulated that the City begin development of the park by July of 2016. The grant also requires that the land be held in perpetuity as a public park. As such, the City recorded restrictive covenants in 2012 to perpetually designate the property for public recreational use.

Phase 1 seeks to build passive recreation facilities and basic infrastructure. Phase 1 elements include: a park entrance, parking lot, natural playground, open mall area, fit zone, and shelter with restrooms.



Location

The proposed park is located southeast of the city's primary corporate limits along Jim Minor Road.

Project Completion Deadline

Opening of Phase 1 is scheduled for July of 2016.

Evaluating Staff Contact Info:

Melody Wiggins
Recreation and Parks Director
336-570-6700 x126
mwiggins@cityofgraham.com

Frankie Maness
City Manager
336-570-6700 x113
fmaness@cityofgraham.com



STAFF REPORT

SUBJECT:	CO-LOCATION OF T-MOBILE CELL PHONE ANTENAE
PREPARED BY:	VICTOR QUICK & FRANKIE MANESS

REQUESTED ACTION:

Authorize the City Manager and City Attorney to enter into a site lease agreement with T-Mobile South, LLC for the collocation of telecommunication antennae on top of the City's 500,000 gallon elevated storage tank.

BACKGROUND/SUMMARY:

The City has been working with T-Mobile to investigate the installation of cell phone antennae on top of the City's elevated storage tank located behind Graham Middle School. Engineering assessments have been completed and the tank is structurally sound & adequate to safely support the planned load. Additionally, the City will require our tank maintenance contractor to be involved with the installation to ensure there will be no interference with proper maintenance and operation of the tank. Collocation is common practice for many utilities and will provide an additional revenue stream for the City.

FISCAL IMPACT:

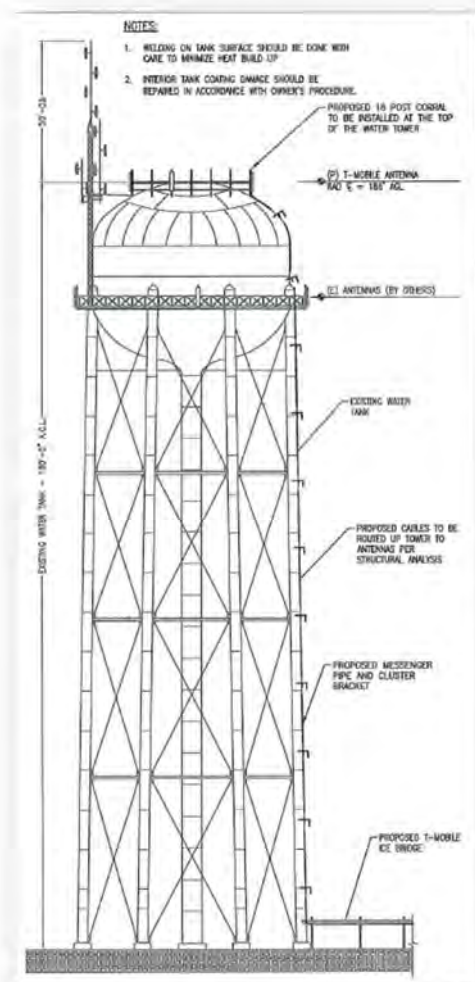
The lease agreement with T-Mobile will generate \$27,600 in additional revenue annually for the City. This is equivalent to a taxable property of \$6,000,000 or the amount of water revenue generated from 130 homes.

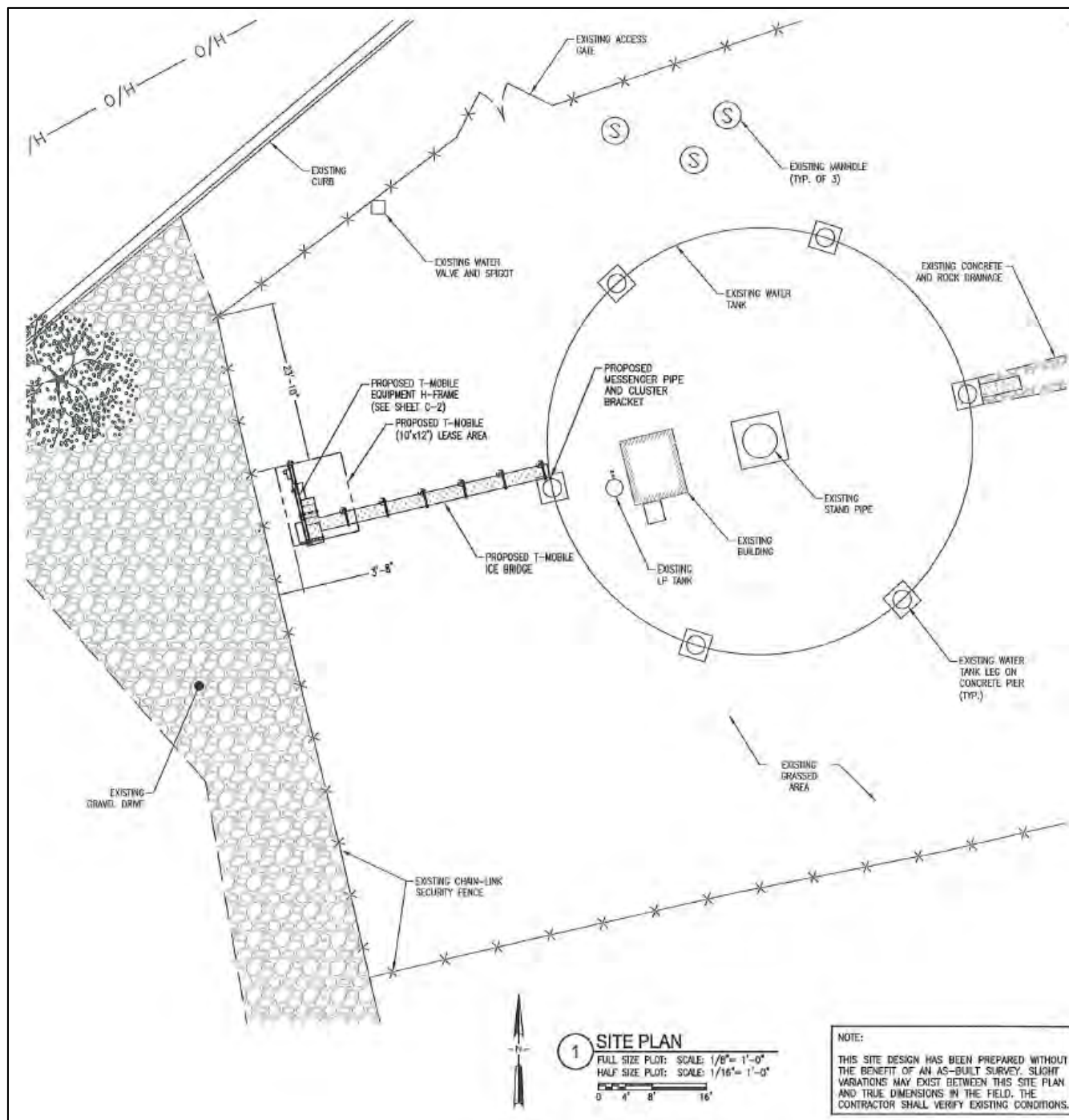
STAFF RECOMMENDATION:

Approval. The collocation of telecommunication equipment is preferred over the construction of additional towers.

SUGGESTED MOTION(S):

I move we authorize the City Manager and City Attorney to enter into a site lease agreement with T-Mobile South, LLC for the collocation of telecommunication antennae.





SITE LEASE AGREEMENT

This **SITE LEASE AGREEMENT** (this “**Agreement**”) is effective the date of the last signature on this Agreement (the “**Effective Date**”) by and between City of Graham, (“**Landlord**”) and T-Mobile South LLC, a Delaware limited liability company “**Tenant**”).

Landlord and Tenant agree to the following:

1. Property Description. Landlord is the owner of the real property located at 398 E McAden Street, Graham, NC 27253 as further described on **Exhibit A** (the “**Property**”). The Property includes the premises which are comprised of approximately **XXX** square feet plus any additional portions of the Property which Tenant may require for the use and operation of its facilities as generally described on **Exhibit B** (the “**Premises**”). Tenant reserves the right to update the description of the Premises on **Exhibit B** to reflect any modifications or changes.

2. Option. Landlord grants to Tenant an option to lease the Premises on the terms and conditions described in this Agreement (the “**Option**”). The Option shall commence on the Effective Date and shall continue for a period of year (the “**Option Period**”). The Option Period will be automatically extend for successive one (1) year period(s), unless Tenant provides written notice to the Landlord of its election not to renew or exercise its Option. For each Option Period, Tenant shall pay Landlord one hundred and no/100 dollars (\$100.00). Upon Tenant’s exercise of the Option, this Agreement will constitute a lease of the Premises on the terms and conditions described below (the “**Lease**”).

3. Landlord Cooperation. During the Option Period and Term (as defined below), Landlord shall cooperate with Tenant’s due diligence activities, which shall include, but not be limited to, access to the Property for inspections, testing, permitting related to the Permitted Uses (as defined below). Landlord authorizes Tenant to sign, file, submit and obtain all zoning, land use and other applications for permits, licenses and approvals required for the Permitted Uses from all applicable governmental and quasi-governmental entities (collectively, the “**Governmental Approvals**”), subject to City Councils legislative authority. . Landlord’s cooperation shall include the prompt execution and delivery of any documents necessary to obtain and maintain Government Approvals or utility services. Additionally, Landlord shall not take any actions which are in conflict with or interfere with Tenant’s Governmental Approvals.

4. Antenna Facilities and Permitted Uses. Tenant leases the Premises for its equipment, personal property and improvements associated with Tenant’s wireless communications business (the “**Antenna Facilities**”). The Premises may be used for the construction, installation, operation, maintenance, repair, addition, upgrading, removal or replacement of any and all Antenna Facilities (the “**Permitted Uses**”) for no fee or additional consideration. The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant, at its expense, may use any and all reasonable means as Tenant deems necessary to control, secure or restrict access to the Antenna Facilities. Landlord hereby waives any and all lien rights it may have concerning the Antenna Facilities. If necessary to maintain service, Tenant shall have the right to locate a cell-on-wheels, or other temporary antenna facility on the Property. Landlord shall cooperate with the placement of the temporary facility at a mutually acceptable location.

5. Lease Term.

a) The Initial Term of the Lease shall be (5) years commencing on the date of Tenant's exercise of the Option (the "**Commencement Date**"), and ending at midnight on the day immediately preceding the fifth (5th) anniversary of the Commencement Date (the "**Initial Term**"). The Initial Term, together with any Renewal Terms and Extended Periods are referred to collectively as the "**Term**."

b) The Initial Term shall automatically renew for ten (10) successive renewal terms of (5) years each (each a "**Renewal Term**"), provided, however, that Tenant may elect not to renew by providing notice prior to the expiration of the then current Term.

c) Upon the expiration of the final Renewal Term, Tenant shall have the right to continue to occupy the Premises and the Term shall automatically extend for successive one (1) year periods (each, an "**Extended Period**"). Landlord may terminate the renewal of any Extended Period by delivery of notice at least six (6) months prior to the end of the then current Extended Period. Tenant may terminate any Extended Period at any time by delivery of notice to Landlord.

6. Rent/Other Charges.

a) Upon the Commencement Date, Tenant shall pay Landlord rent in the amount of (\$1,800.00) per month (the "**Rent**"). Tenant shall deliver Rent to Landlord at the address specified in Section 15, or by electronic payment. The first Rent payment shall be due within twenty (20) business days after the Commencement Date. Subsequent Rent shall be payable by the fifth day of each month thereafter.

b) The Rent for each successive Renewal Term shall be an amount equal to percent (110%) of the Rent for the immediately preceding Term. The Rent shall continue to be paid on a monthly basis. The Rent for each Extended Period shall be an amount equal to one hundred two percent (102%) of the Rent for the immediately preceding Term.

c) Rent for any partial month shall be prorated on a per day basis, based on the number of days in the month in question. Landlord shall cooperate with Tenant regarding the use of any electronic rent payment systems or the provision of any associated documentation. Tenant may condition payment of Rent and any other sums payable under this Agreement upon Tenant's receipt of a duly completed IRS form W-9, or similar governmental form.

d) Any charges payable under this Agreement other than Rent shall be billed by Landlord to Tenant within twelve (12) months from the date the charges were incurred or due; otherwise the charges shall be deemed time-barred and forever waived and released by Landlord.

7. Interference. Tenant shall not interfere with the radio frequency communications of Landlord or any of Landlord's existing tenants as of the Effective Date. After the Effective Date, Landlord shall not install, or permit any third party to install, any equipment or structures that interfere with or restrict the operations of Tenant. Any such interference shall be deemed a material breach of this Agreement by Landlord and Landlord shall remove the cause of the interference within forty-eight (48) hours of notice. Tenant shall have the right to exercise all legal and equitable rights and remedies to end the interference.

8. Utility Services.

a) Tenant shall have the right to connect to, maintain, repair, upgrade, remove or replace existing utility related equipment and shall have the right to install new utility related equipment to service its Antenna Facilities, or cell-on-wheels on, or serving the Property (collectively, the "Utility Facilities").

b) Tenant shall be responsible for all utilities charges for electricity, or any other utility service used by Tenant on the Premises. Tenant may install separate meters for Tenant's utility usage. If Tenant does not install separate meter, Tenant shall pay Landlord two hundred (\$200.00) per month for its utility usage.

9. Access and Easements.

a) Landlord shall furnish, at no additional charge to Tenant, unimpeded and secure access to the Premises on a 24-hours-a-day, 7-days-a-week basis to Tenant and Tenant's employees, agents, contractors and other designees.

b) Landlord grants Tenant, at no additional Rent or charge, easements on, over, under and across the Property for ingress, egress, communications, power and other utilities, construction, demolition and access to the Premises and any Utility Facilities (collectively, the "Easements"). Landlord shall not unreasonably modify, interrupt or interfere with any communications, electricity, or other utility equipment and easements serving the Property, except with the prior written approval of Tenant.

10. Termination. Tenant may terminate this Agreement without further liability, upon thirty (30) days prior written notice to Landlord, for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Tenant's ability to operate; (ii) a Federal Communications Commission ("FCC") ruling or regulation that is beyond the control of Tenant; (iii) technical or economic reasons; or (iv) if Tenant is unable to obtain any Governmental Approval required for the construction or operation of Tenant's Antenna Facilities. Upon ninety (90) days prior written notice to Landlord, Tenant may terminate this Agreement for any or no reason.

11. Casualty and Condemnation. If the Premises or Antenna Facilities are damaged or destroyed by wind, fire or other casualty, Tenant shall be entitled to negotiate compromise, receive and retain all proceeds of Tenant's insurance and other claims and Tenant may terminate the Lease by written notice to Landlord. If the Premises, any Easements or Antenna Facilities are taken or condemned by power of eminent domain or other governmental taking, then: (a) Tenant shall be entitled to negotiate, compromise, receive and retain all awards attributable to (i) the Antenna Facilities, (ii) Tenant's leasehold interest in the Property, (iii) any moving or relocation benefit available to Tenant and (iv) any other award available to Tenant that is not attributable to Landlord's title to or interest in the Property. If the Antenna Facilities are not operational due to casualty or condemnation, Tenant shall have the right to abate the Rent for that period time. In addition, Tenant may terminate the Lease by written notice to Landlord.

12. Default and Right to Cure. A party shall be deemed in default under this Agreement if it fails to make any payment, or to perform any obligation required of it within any applicable time period specified and does not commence curing such breach within thirty (30) days after receipt of written notice of such

breach from the non-defaulting party ("**Default**"). This Agreement, or Tenant's rights of possession shall not be terminated due to any Tenant Default unless: (a) the Default is material; (b) Landlord shall have given Tenant not less than thirty (30) days prior written notice, after the expiration of the cure period described above, and Tenant fails to cure or commence the cure of such Default within the second thirty (30) day notice period. (c) Landlord lacks any other adequate legal or equitable right or remedy.

13. Taxes. Tenant shall pay when due all taxes and assessments for any personal property tax which is solely and directly attributable to the presence or installation of Tenant's Antenna Facilities during the Term. Tenant shall have the right to challenge any tax or assessment and Landlord shall cooperate with Tenant regarding such challenge.

14. Insurance and Subrogation and Indemnification.

a) During the Term, Tenant and Landlord each shall maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate. Each party may satisfy this requirement by obtaining the appropriate endorsement to any master insurance policy such party may maintain. Tenant and Landlord shall each maintain "all risk" or "special causes of loss" property insurance on a replacement cost basis for their respectively owned real or personal property.

b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of an insured loss, neither party's insurance company shall have a subrogated claim against the other party.

c) Subject to the property insurance waivers set forth in the preceding subsection (b), Tenant agrees to indemnify and hold harmless Landlord from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liabilities, including reasonable attorneys' fees, to the extent caused by or arising out of: (i) any negligent acts or omissions or willful misconduct in the operations or activities on the Property by Tenant or its employees, agents, contractors, licensees, tenants or subtenants, (ii) any spill or other release of any Hazardous Substances (as defined below) on the Property by Tenant or its employees, agents, contractors, licensees, tenants or subtenants, or (iii) any breach of any obligation of Tenant under this Agreement. The indemnifying party's obligations under this subsection are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same.

d) Tenant shall not be responsible or liable to Landlord or any third party for any claims, damages, costs, expenses, including liens, fines, penalties or other enforcement actions, attributable to any pre-existing violations of applicable laws, codes, ordinances or other regulations relating to the Property (collectively, "**Pre-Existing Violations**"). To the extent Tenant is or may be required to cure such Pre-Existing Violations in order to obtain any Governmental Approvals for its Permitted Uses of the Premises, however, Tenant shall have the right, but not the obligation, to cure such Pre-Existing Violations and deduct the curative costs from Rent payable under this Agreement.

e) The provisions of subsections (b) and (c) above shall survive the expiration or termination of this Agreement.

15. Notices. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/5BU0007E

If to Landlord, to:

City of Graham

16. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants that: (a) Landlord has full right, power and authority to execute and perform this Agreement and to grant Tenant the leasehold interest and Easements contemplated under this Agreement; (b) Landlord has good and unencumbered title to the Property, free and clear of any liens or Mortgages (defined below) which shall interfere with Tenant's Lease or any rights to or use of the Premises; (c) the execution and performance of this Agreement shall not violate any laws, ordinances, covenants, or the provisions of any Mortgage, lease, or other agreement binding on Landlord; (d) Tenant's use and quiet enjoyment of the Premises shall not be disturbed; and (e) Landlord shall be responsible, at its sole cost and expense, for maintaining all portions of the Property in good order and condition and in compliance with all applicable laws, including without limitation, the roof, any support structure owned by Landlord, HVAC, plumbing, elevators, landscaping and common areas.

17. Environmental Laws. Landlord and Tenant shall comply with all federal, state and local laws in connection with any substances brought onto the Property that are identified by any law, ordinance or regulation as hazardous, toxic or dangerous (collectively, the "**Hazardous Substances**"). Tenant agrees to be responsible for all losses or damage caused by any Hazardous Substances that it may bring onto the Property and will indemnify Landlord for all such losses or damages. Landlord agrees to be responsible for all losses or damage caused by any Hazardous Substances on or entering the Property, except those brought onto the Property by Tenant, and will indemnify Tenant for all such losses or damages including the cost of any investigation or remediation, or other actions required to comply with applicable law. Landlord represents that it has no actual knowledge of any Hazardous Substances on the Property.

18. Assignment.

a) Tenant shall have the right to assign, sublease or otherwise transfer this Agreement, upon written notice to Landlord. Tenant shall be relieved of all liabilities and obligations and Landlord shall look solely to the transferee for performance under this Agreement. Upon receipt of a written request from Tenant, Landlord shall promptly execute an estoppel certificate.

b) Landlord shall have the right to assign and transfer this Agreement only to a successor owner of the Property. Only upon Tenant's receipt of written verification of a sale, or transfer of the Property shall Landlord be relieved of all liabilities and obligations and Tenant shall look solely to the new landlord for performance under this Agreement. Landlord shall not attempt to assign, or otherwise transfer this Agreement separate from a transfer of ownership of the Property (the "**Severance Transaction**"), without the

prior written consent of Tenant, which consent may be withheld or conditioned in Tenant's sole discretion. If Tenant consents to a Severance Transaction, Landlord and its successors and assigns shall remain jointly and severally responsible for the performance of all duties and obligations of the Landlord under this Agreement.

19. Relocation. Landlord must provide Tenant at least six (6) months written notice of any repairs, maintenance or other work (the "**Work**") during the Term of the Lease which would require the relocation of the Antenna Facilities. Landlord agrees that the Work will not interfere with or alter the quality of the services provided by the Antenna Facilities. Landlord will reimburse Tenant for all expenses incurred by Tenant required to accommodate the Work.

20. Marking and Lighting Requirements. If any tower or other support structure for Tenant's Antenna Facilities is owned by Landlord, Landlord acknowledges that Landlord shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration and the FCC. Landlord shall indemnify and hold Tenant harmless from any fines or other liabilities caused by Landlord's failure to comply with these requirements.

21. Miscellaneous.

a) The prevailing party in any litigation or other legal proceedings arising under this Agreement (including any appeals and any insolvency actions) shall be entitled to reimbursement from the non-prevailing party for reasonable attorneys' fees and expenses.

b) This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and Property. Any amendments to this Agreement must be in writing and executed by both parties.

c) Landlord agrees to cooperate with Tenant in executing any documents which Tenant deems necessary to insure, protect Tenant's rights in, or use of, the Premises. Landlord shall execute and deliver: (i) a Memorandum of Lease in substantially the form attached as Exhibit C; and (ii) if the Property is encumbered by a deed, mortgage or other security interest (each, a "Mortgage"), a subordination, non-disturbance and attornment agreement using Tenant's form.

d) This Agreement shall be construed in accordance with the laws of the state or territory in which the Property is located, without regard to the principles of conflicts of law.

e) If any term of this Agreement is found to be void or invalid, the remaining terms of this Agreement shall continue in full force and effect. Any questions of particular interpretation shall be interpreted as to their fair meaning.

f) Each party hereby represents and warrants to the other that this Agreement has been duly authorized, executed and delivered by it, and that no consent or approval is required by any lender or other person or entity in connection with the execution or performance of this Agreement.

g) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent.

h) This Agreement and the interests granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and

assigns.

i) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Agreement shall legally bind the Parties to the same extent as original documents.

LANDLORD: City of Graham

By: _____

Printed Name: _____

Title: _____

Date: _____

TENANT: T-Mobile South LLC

By: _____

Printed Name: Todd Wheeler

Title: Area Director, Network Eng & Operations

Date: _____

T-Mobile Legal Approval

EXHIBIT A
Legal Description

The Property is legally described as follows:

Legal Description:

Parcel Number:

Address of the parcel: 398 E McAden Street, Graham, NC 27253

DRAFT

EXHIBIT B

Subject to the terms and conditions of this Agreement, the location of the Premises is generally described and depicted as shown below or in the immediately following attachment(s).

DRAFT

EXHIBIT C

**Memorandum
of
Lease**

After Recording, Mail To:

APN:

Loan No.

MEMORANDUM OF LEASE

A Site Lease Agreement (the "Agreement") by and between City of Graham ("Landlord") and T-Mobile South LLC, a Delaware limited liability company ("Tenant") was made regarding a portion of the following property (as more particularly described in the Agreement, the "Premises"):

See Attached **Exhibit A** incorporated herein for all purposes.

Without limiting the terms and conditions of the Agreement, Landlord and Tenant hereby acknowledge the following:

1. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Agreement.
2. Pursuant to the Agreement Landlord has granted Tenant an option to lease the Premises (the "Option") on the terms and conditions described in this Agreement for an initial term of one (1) year commencing on the Effective Date, which term may be extended by Tenant for additional one (1) year Options.
3. Provided that the Option has been exercised by Tenant, the Agreement shall constitute a lease (the "Lease"), the term of which shall initially be for five (5) years and will commence on the date upon which Tenant exercises its Option (the "Commencement Date").
4. Tenant shall have the right to extend the Lease for (10) additional and successive five-year terms.
5. This memorandum is not a complete summary of the Lease. It is being executed and recorded solely to give public record notice of the existence of the Option and the Lease with respect to the Premises. Provisions in this memorandum shall not be used in interpreting the Lease provisions and in the event of conflict between this memorandum and the said unrecorded Lease, the unrecorded Lease shall control.
6. This memorandum may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: City of Graham

By: _____

Printed Name: _____

Title: _____

Date: _____

TENANT: T-Mobile South LLC

By: _____

Printed Name: Todd Wheeler

Title: Area Director, Network Eng & Operations

Date: _____

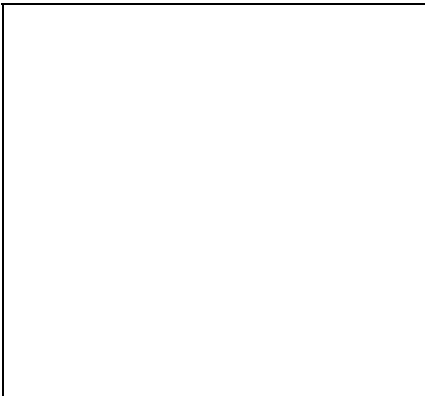
[Notary block for Landlord]

[Landlord Notary block for a Corporation, Partnership ,or Limited Liability Company]

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ by
_____, [title] _____ of
_____ a _____ [type of entity], on behalf of said
_____ [name of entity].

Dated: _____



Notary Public
Print Name _____
My commission expires _____

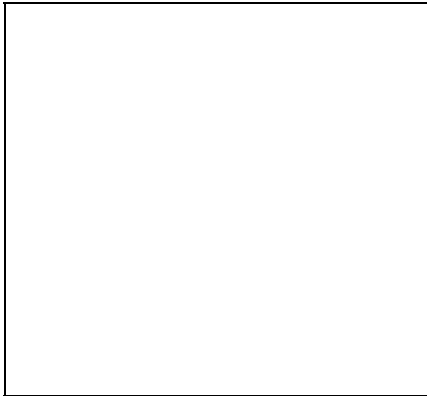
(Use this space for notary stamp/seal)

[Landlord Notary block for an Individual]

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ by _____

Dated: _____



Notary Public
Print Name _____
My commission expires _____

(Use this space for notary stamp/seal)

[Notary block for Tenant]

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Todd Wheeler is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Area Director, Network Eng & Operations of T-Mobile South LLC, a Delaware limited liability company to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



Notary Public
Print Name _____
My commission expires _____

(Use this space for notary stamp/seal)

**Memorandum of Lease - Exhibit A
Legal Description**

The Property is legally described as follows:

Legal Description:

Parcel Number:

Address of the parcel: 398 E McAden Street, Graham, NC 27253



STAFF REPORT

SUBJECT:	PIGGYBACK CONTRACT FOR STREET SWEEPER
PREPARED BY:	FRANKIE MANESS, CITY MANAGER

REQUESTED ACTION:

Award piggyback contract to Amick Equipment Company for a Tymco 600 street sweeper.

BACKGROUND/SUMMARY:

The General Statutes of North Carolina allow local governments to enter into contracts with vendors who have in the past 12 months been awarded a contract by any arm of state or local government that was bid under G.S. 143-129 (g) (3), if the vendor is willing to extend the same or more favorable price to the state or local government. This statute is commonly known as the "piggybacking" statute. The City of Clinton, SC received bids on June 18, 2015 for the purchase of a regenerative air street sweeper and awarded a contract to Amick Equipment Company for a Tymco 600 street sweeper. The City of Graham has contacted Amick Equipment and they have agreed to honor that same deal for the City of Graham.



Example model 600

The City's Street Department evaluated each of the sweepers indicated in the bid tab (see attached). Like Clinton, SC, the Tymco sweeper best met the expectations of the City.

FISCAL IMPACT:

The cost per the bid package is \$210,580. The FY 2015-2016 budget includes an appropriation of \$242,000 for the purchase of a street sweeper.

STAFF RECOMMENDATION:

Approval.

SUGGESTED MOTION(S):

I move we award the contract to Amick Equipment Company for a Tymco 600 street sweeper in the amount of \$210,580.

PURCHASE ORDER
CITY OF CLINTON
P. O. BOX 748Page 152 of 167
P.O.# 0603289

07/14/15

CLINTON, S C 29325

CONTRACT OR BID #:

VENDOR: 0000009
AMICK EQUIPMENT CO
P O BOX 1965
LEXINGTON SC 29071 1965

ACCOUNT AMOUNT

TOTAL .00

BILL TO:
CITY OF CLINTON
ACCOUNTS PAYABLE
P.O. DRAWER 748
CLINTON SC
29325 0000 864-833-7500SHIP TO:
CITY OF CLINTON
PUBLIC WORKS DEPARTMENT
1219 GARY ST
CLINTON SC
29325 0000 864-833-7520

Show Purchase Order Number on all Invoices.

ITEM#	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	1.00	EA	TYMCO 600 STREET SWEEPER DEMO 21-30 DAY DELIVERY ARO AS SPECIFIED IN BID PACKAGE	210580.0000	210580.00 .00 .00
SUBTOTAL					210580.00
TOTAL					210580.00

SIGNED: 

City of Clinton
Clinton, South Carolina

BID TABULATION SUMMARY

Bids Received: June 18, 2015

2:00 PM

Street Sweeper

Alternate Bids Extended Cab

Bidders.	Carolina Environmental Systems, Inc.	Carolina Environmental Systems, Inc.	Stringfellow, Inc.	Carolina Industrial Equipment	Consolidated	Amick Equipment	Amick Equipment
Location.	Greenville, SC	Greenville, SC	Nashville, TN	Charlotte, NC	Smyrna, GA	Lexington, SC	Lexington, SC
Cost	\$199,194.00	\$182,722.00	\$228,000.00	\$205,924.00	\$226,425.00	\$210,580.00	\$213,492.50
Sales Tax						Included	Included
Total Cost	\$199,194.00	\$182,722.00	\$228,000.00	\$205,924.00	\$226,425.00	\$210,580.00	\$213,492.50
Delivery Days - ARO	60 Days	30 Days	150-180 Days	60 Days	120-150 Days	21 - 30 Days	90 - 120 Days
	2016 Schwarze A7 Tornado	2014 Schwarze A7 Tornado Demo Unit 201 Hrs 5986 Miles	Tymco 600	Johnston RT655	Tymco 600 BAH	2015 Tymco 600 Demo Unit 6 Hrs 1080 Miles	Tymco 600



REQUEST FOR PROPOSALS REGENERATIVE AIR STREET SWEEPER

REQUEST ISSUED JUNE 3, 2015
PROPOSALS DUE: JUNE 18, 2015, 2:00 P.M.

1. INTRODUCTION

The City of Clinton is requesting sealed bids for the purchase of one (1) Regenerative Air Street Sweeper.

2. BACKGROUND

The City of Clinton is located at the intersections of I-26 and I-385 in the upstate of South Carolina. The city has a population of approximately 9,000 and is home to a four year liberal arts college, significant industry, and beautiful neighborhoods.

3. SUBMISSION OF PROPOSALS

Detailed proposals are to be submitted and are to be delivered to the City of Clinton no later than 2:00 p.m., on June 18, 2015. All proposals must be submitted in sealed envelopes marked sealed proposal in the lower left hand corner referencing bid Street Sweeper 2015-6-3. Proposals are to be mailed or delivered to:

Joey Meadors
Director of Administrative Services
City of Clinton
M.S. Bailey Municipal Center
P.O. Drawer 748
211 North Broad Street
Clinton, SC 29325

All proposals that have been received will be opened and publicly read at the date and time of the deadline established above. Any proposals received after the deadline will be returned unopened to the submitting vendor. Faxed or e-mailed proposals will not be accepted. The City will also include the South Carolina State Contract as determined by the South Carolina Budget and Control Board for all qualifying equipment as valid bids. South Carolina State Contract vendors are not required to submit sealed bids unless they make changes in the specifications as bid. Information from these vendors will be retrieved from the State Contract Website and evaluated as valid bids.

Written questions concerning this request should be addressed to Mr. Joey Meadors at the address referenced above or via email to jmeadors@cityofclintonsc.com.

A copy of all inquiries, along with the city's response will be posted on the city website at cityofclintonsc.com.

All proposals are to be valid for at least 60-days after the established submission deadline.

The City of Clinton shall not be liable for any cost incurred in connection with preparation and submittal of any proposal.

The City of Clinton will not be bound by any representatives that are not set forth in this request for proposals or a written response to vendor inquiries. The vendor is responsible to make all necessary investigations and examinations of documents, operations, premises and the areas of operations affecting the performance of the proposed equipment. Failure to do so will not act to relieve any condition of the proposal documents. It is mutually agreed that the submission of a proposal shall be considered evidence that the vendor has made such investigations and examinations.

By submitting a proposal, the vendor agrees to abide by all the terms and conditions established in this request for proposal unless specific options, alternates or exceptions are made on the proposal are submitted.

Any reasonable inquiry to determine the responsibility of a vendor may be conducted by the city. The submission of a proposal shall constitute permission by the vendor for the city to verify all information contained therein. If the city deems necessary, additional information may be requested from a vendor. Failure to comply with such requests may disqualify vendor from further consideration.

Vendors are prohibited from contacting any employee of the City of Clinton or other officers of the city in an attempt to influence the evaluation of a proposal or the awarding of a contract for purchase. Any such effort will disqualify the vendor from further consideration.

Contractors who are required to have a business license as delineated in the City of Clinton's current *Business License Ordinance* must have a valid business license at the time of the award of the bids. Failure to obtain the appropriate license can result in disqualification.

Any options, alternate proposals or exceptions to be provisions of the request for proposals are to be clearly marked OPTION, ALTERNATE or EXCEPTION. Detailed descriptions of the option, alternate or exceptions to the provisions of the request for proposals are to be provided by the vendor. The City of Clinton will consider options, alternate proposals or exceptions if it is determined to be in the city's best interests.

These specifications are not designed to prevent any vendor or manufacturer from presenting a bid. Vendors should submit bids that meet the specifications below or equivalent level of service.

4. EVALUATION OF PROPOSALS

The City of Clinton will not evaluate each proposal solely on cost, but also quality, value, and time of delivery based on the needs of the City of Clinton. Demonstration units will be included.

The Director of Administrative Services Director, Director of Public Works and Public Works Personnel will evaluate all proposals and make a recommendation to the City Manager. The City Manager will review the recommendation and has the authority to accept or reject a bid. The City Manager will make the final decision regarding the contract for this purchase. After

the decision by the City Manager to award the contract to a selected vendor, a Notice of Intent to Purchase will be posted. This Notice of Intent to Purchase will start the ten (10) day right to protest period as defined in the City of Clinton Procurement Manual.

The city reserves the right to reject any conditional proposals. The city reserves the right to waive any irregularities in the proposals, to accept or reject any or all proposals and to award the contract for purchase in the manner the city deems in its best interest.

5. PAYMENT AND DELIVERY

Each proposal submitted shall indicate the estimated delivery date based on an order being placed by July 1, 2015.

This proposal is to acknowledge that if the services are not rendered after a period of 30 calendar days after the agreed contract delivery date, the city will impose a penalty of one percent of the contract price for each day's delay until delivery is made. This penalty is to be deducted by the city from the final purchase price of the computers.

6. GENERAL SPECIFICATIONS

As used in this list of general specifications, the term "desires" indicates a feature or component that the city would consider if it is available.

The following are specifications for the Street Sweeper unit that will be purchased. Vendors may recommend any other options they feel would be of benefit. Please provide pricing on your company's letterhead broken down by line item.

The Specifications listed below indicate the Street Sweeper the City of Clinton intends to Purchase. Vendors that do not meet the specifications as listed must provide a list of how your unit differs from those listed in the specifications. These responses must be submitted on your company's letterhead.

REGENERATIVE AIR STREET SWEEPER

GENERAL SPECIFICATIONS

Diesel Powered 7.3 Cubic Yard Volumetric Capacity
Municipal Street Sweeper
(With Twin Gutter Brooms & Dual Steering)

It is the intent of these specifications to describe a street sweeper in sufficient detail to assure that product reliability, design integrity, technical soundness and sweeping performance is provided. The unit provided shall be new, or demonstration unit, of current manufacture, and the model and series must have been in production a minimum of five (5) years. Bidder shall provide a list of 15 cities currently using the model as bid. All parts not specifically mentioned, which are necessary to provide a complete street sweeper, shall be included in the bid and shall conform in strength and quality of material and workmanship to what is normally provided to the trade in general.

The unit shall be delivered completely assembled, serviced and ready to operate. The bidder shall have a qualified service representative in attendance with the sweeper during start up operation to make any adjustments and give instructions to assure proper operation of the sweeper.

The sweeper shall be warranted to be free from defective materials and workmanship for a period of 12 months or 1,000 hours from date of delivery.

The unit bid shall be a diesel powered regenerative air sweeper mounted on a diesel powered truck chassis.

COMPLIANCE TO SPECIFICATIONS

The bidder shall indicate his compliance with a "Yes" or non-compliance with a "No" for each line item specification. Any space left blank shall be considered non-compliance. Any deviations from the specification, or where submitted literature does not fully support the meeting of the specification, must be clearly cited in writing by the bidder, but no deviation below "minimum" specifications will be accepted.

MANUALS/TRAINING

- ✓ The bidder shall supply one sweeper operator and one sweeper parts and service manual and one set on CD with each unit.
- ✓ Manufacturer shall have available certifiable training course for complete maintenance and operation of sweeper. Manufacturer must have scheduled a minimum of 25 training courses per year for convenience of customers scheduling

- ✓ Bidder shall provide operator instruction/safety/maintenance procedures on DVD with the unit.

PAINT-COLOR

- ✓ The entire unit shall be painted with manufacturers standard white paint applied over a suitable primer. Pick-up head, gutter brooms and truck frame shall be painted black.

REGENERATIVE AIR SWEEPER

POWER UNIT

- ✓ The Sweeper power unit shall be a diesel fueled, water cooled, turbocharged Tier-3 industrial engine. Piston displacement shall not be less than 275 cubic inch developing a not less than 99 HP @ 2400 RPM and 261 ft. lbs. torque @ 1600 RPM. Engine shall be 4 cycle, 4.19 inch bore and 5.00 inch stroke.
- ✓ Cylinder construction shall be wet sleeve type.
- ✓ Spin-on replacement type oil filter.
- ✓ A fuel/water separator shall be furnished.
- ✓ 12 volt ignition, electric starter and minimum 95 amp alternator with charge indicator gauge mounted on control console in cab.
- ✓ Unit shall have an automatic shutdown system when coolant temperature is too high, coolant level is too low or oil pressure is too low.
- ✓ Unit shall share a 50 gallon fuel tank and batteries with chassis engine.
- ✓ Unit shall have a replaceable element, heavy duty dry type air cleaner.
- ✓ Injector pump shall have centrifugal type variable speed governor for speed control.

DUST SEPARATOR

- ✓ Separation of the dirt and refuse from the air stream shall be accomplished within the hopper by means of a HIGH CAPACITY multi-pass cylindrical centrifugal single chamber dust separator with a minimum size of 20" diameter and 61" width. The separator shall be designed so that it will not plug with normally encountered debris.
- ✓ Separator shall be constructed of stainless steel.
- ✓ The dust separator shall have a minimum 24" x 61" curved, easy to open door allowing inspection and cleaning of the interior. The door shall have an abrasion resistant bonded rubber lining material for long life.
- ✓ The entire dust separator inlet area shall be lined with a bolt-in replaceable, wear resistant rubber liner for long life.
- ✓ A 61" x 84" stainless steel screen of not less than 13 gauge shall be provided to allow air to move freely from the hopper into the centrifugal dust separator.
- ✓ Filters and baffles not acceptable due to increased cost of replacement and cleaning.

HOPPER

- ✓ Hopper size to be approximately seven and three tenths (7.3) cubic yard volumetric measurement with an operating load capacity of not less than 6 cubic yards.
- ✓ Hopper shall be constructed of non-magnetic stainless steel including, but not limited to the following (please indicate compliance):
- ✓ Stainless steel floor
- ✓ Stainless steel roof
- ✓ Stainless steel side walls (from roof to floor)
- ✓ Stainless steel rear door
- ✓ Stainless steel inspection doors (one each side)
- ✓ Stainless steel hopper screen
- ✓ Stainless steel dust separator

- ✓ Stainless steel dust separator door
- ✓ Stainless steel raker bar
- ✓ Dumping shall be accomplished by means of hydraulically actuated cylinders attached to a rear door which shall have a minimum opening of 84" x 44" with a raker bar moving inside hopper as door is opened and closed to dump debris behind the rear wheels.
- ✓ Hydraulic cylinder movement shall be controlled with the use of an electric toggle switch located on the side of the hopper AND by a switch inside the cab.
- ✓ The hopper floor shall have a minimum of 22 degree slope.
- ✓ Hopper door shall be opened and closed hydraulically and be held in the closed position by means of a lock valve located in the hydraulic dump circuit.
- ✓ A 9.75"x 29" inspection door shall be provided on both left and right side of the hopper for easy viewing inside hopper and insertion of large debris.
- ✓ Hopper shall be maintained airtight through use of rubber seals on all doors and openings.
- ✓ Hopper suction inlet roof area shall have a bolt on replaceable wear resistant liner 3/8"x11"x10'.
- ✓ An additional stainless steel hopper suction throat flange and inlet wear liner shall be provided.
- ✓ An comprehensive abrasion protection package shall be provided including, but not limited to the following items (please indicate compliance/non-compliance to each):
 - ✓ A bolt-in suction throat liner
 - ✓ A bolt-in dust separator liner covering the entire dust separator
 - ✓ Bolt-in wall liners inside the hopper
 - ✓ A pressure wear pad located inside the pick-up head
 - ✓ A suction transition wear liner in the pick-up head
 - ✓ Hopper screen baffle curtains
 - ✓ Heavy duty pressure and suction hoses
 - ✓ A hopper deluge system shall be provided inside the hopper with a minimum of four (4) nozzles connected through the rear door to a quick-disconnect fire hose fitting.
 - ✓ An amber high powered strobe light with field-selectable flash patterns via an internal jumper for quad flash or double flash; diagnostic indicator; a photocell for automatic "night" mode switch; RFI protection; 2 amps @ 12V DC; output of 19.5 joules (quad flash mode). The strobe light shall have a protective limb guard.
 - ✓ Two (2) work lights shall be mounted at the rear of the hopper to illuminate the dump area.
 - ✓ Two (2) amber flashing warning lights shall be mounted at the rear of the hopper.
 - ✓ An LED traffic directing light shall be installed on the rear door with controls inside the cab for flash pattern and brightness.

HYDRAULIC SYSTEM

- ✓ The hydraulic system shall be adequate for use within the design requirements of the sweeper.
- ✓ The system shall include a minimum 25 gallon reservoir, sight gauge, temperature gauge, 80 mesh suction strainer, spin-on replaceable full flow oil filter, hydraulic cylinders, gutter broom drive motors, control valves, relief valves, oil cooler, hydraulic hoses and standard fittings.
- ✓ The hydraulic pump shall be engine mounted, gear driven by the auxiliary engine.
- ✓ Pressure shall be 2500 PSI maximum for gutter brooms and 1500 PSI maximum for pick-up head and dump door.
- ✓ An auxiliary hydraulic system shall be provided to enable operation of all hydraulic functions (included full dump) without operating the auxiliary engine

BLOWER

- ✓ Heavy duty, wear resistant, high strength cast aluminum alloy turbine type open face blower computer balanced within 4 grams shall be provided to create air pressure and suction.
- ✓ Blower wheel shall be covered with wear resistant rubber for long life.
- ✓ Blower shall be mounted on self-aligning anti-friction bearings, sealed and lubricated for life. If bearings are not sealed, then an automatic lube system must be furnished.
- ✓ Blower shall be driven from PTO off auxiliary engine by heavy duty power belt which shall be adjustable for tension.

- ✓ Blower housing shall be a bolt on design and shall be lined with a bolt-in wear resistant, replaceable rubber liner for long life.
- ✓ Blower not to exceed 3000 RPM to insure smooth efficient performance.

PICK-UP-HEAD - BROOM ASSIST

- ✓ A spring balanced all steel fabricated pick-up head with maximum length and width of 87" x 41" I.D. shall be provided.
- ✓ The pick-up head shall have a separate upper and lower chamber where pressurized air is blasted from upper chamber through an elongated blast orifice to street surface.
- ✓ Blast orifice flange shall be of bolt-on design so that flange is easily replaced and shall have adjustment mechanism so that blast orifice gap is easily adjusted without removing pick-up head from sweeper.
- ✓ Pick-up head shall have a 14 inch diameter (minimum) pressure inlet ring located on left side of pick-up head.
- ✓ A 14 inch diameter (minimum) pressure hose attached between pick-up head and blower housing shall be provided.
- ✓ A bolt-on pressure inlet ring with turning vanes shall be provided for efficient performance and easy service.
- ✓ A 14 inch diameter (minimum) suction hose, attached to a quick disconnect transition at the hopper, shall extend down to the right side of the pick-up head and shall be attached to the pick-up head suction nozzle ring which shall be constructed of 1/4 inch steel.
- ✓ Suction hose shall have a minimum 3/8 inch wall construction for long life.
- ✓ Pick-up head shall be equipped with 2" wide adjustable side mounted integral alloy steel and carbide runners for maximum pick up ability and long life. Skid runners to be warranted for 2 years/2,000 hours prorated. Runners shall be symmetrical for optimum life.
- ✓ Pick-up head shall be raised and lowered hydraulically by a single switch on the control panel.
- ✓ Pressure inlet ring shall be equipped with an adjustable pressure relief for optimum leaf and light debris sweeping; control shall be mounted inside cab.
- ✓ A broom shall be mounted at the rear of the pick-up head and shall be fully enclosed.
- ✓ Control of broom rotation and positioning shall be accomplished by a single toggle switch located on the control console in the cab.
- ✓ The broom shall be driven hydraulically at 230 RPM. A separate hydraulic pump will be provided for all broom functions.
- ✓ The broom shall be 79" long and 12" in diameter.
- ✓ Broom pattern shall be easily adjustable by mechanisms on the top of pick-up head.
- ✓ Nominal broom replacement time shall be 15 minutes.
- ✓ Design of broom suspension shall provide automatic independent adjustment of each broom end to the surface being swept.
- ✓ Two (2) hydraulic cylinders shall be incorporated to provide positioning and the independent suspension of the broom ends.
- ✓ Down pressure and broom pattern shall be hydromechanically controlled to provide maximum broom performance and life.
- ✓ A 6-inch pressure transition clean-out port shall be provided to aid in cleaning the top chamber of the pick-up head.
- ✓ A quick disconnect fire hose fitting shall be installed on top of the pick-up head to aid in cleaning the broom area.
- ✓ Pick-up head shall be capable of sweeping in forward or reverse.
- ✓ In addition to the pressure bleeder a hydraulically actuated front curtain lifter shall be provided to physically raise the front curtains up to aid in sweeping leaves and light debris.
- ✓ Bolt-on skid bumper extensions shall be installed on the front of the skids to aid the head in riding up and over rough pavement.

GUTTER BROOM(S)

- ✓ Dual gutter brooms shall be 43 inch minimum diameter, wire filled vertical digger type for removing debris from gutter area.

- ✓ Gutter brooms shall be hydraulic motor driven and shall be positioned laterally and vertically by one hydraulic cylinder.
- ✓ Gutter broom down pressure shall be automatically adjusted to load by a pressure sensing sequence valve inline with gutter broom torque motor.
- ✓ Each gutter broom shall have adjustment for bristle contact pattern and wear.
- ✓ Each gutter broom shall have lateral flexibility to swing rearward 15" when encountering the impact of an immovable object thus avoiding damage to the broom assembly.
- ✓ Each gutter broom shall have a spring adjustment to allow downward compensation for bristle wear and shall be free floating to follow street contour.
- ✓ Each gutter broom shall be held in the up and transit position by use of an electric lock valve attachment. Upward motion of gutter broom shall be regulated by an adjustable flow control valve.
- ✓ Each gutter broom shall be controlled from inside the cab by a single electric toggle switch.
- ✓ Each gutter broom shall additionally incorporate a hydraulically actuated tilt capability of 27 degrees, remotely controlled from the operator's seat to allow instant adjustment for debris removal from deep gutters (such as those resulting from multiple overlays of blacktop).
- ✓ Each gutter broom shall have the ability (independent of the other broom) to sweep either inboard or out in the regular sweeping position.
- ✓ Gutter brooms shall have variable speed capability.

DUST CONTROL WATER SYSTEM

- ✓ Water tank shall be 220 gallon capacity, constructed of recyclable polyethylene for strength and puncture resistance. Tank shall be 100% rustproof. Tank shall be of bolt-in design for easy removal. Tank shall have a water level sight gauge.
- ✓ Water from tank to be filtered by 80 mesh cleanable filter located between tank and water pump.
- ✓ An air-operated diaphragm pump shall be utilized with an electronic solid state liquid level sensor to automatically shut off pump and turn on low water warning lamp when water is depleted.
- ✓ Water pump shall work off of the truck air system and can be operated without running the auxiliary engine.
- ✓ Electric solenoid water control valves shall be cab controlled. Spray system shall include spray nozzles to be located as follows: minimum of 4 on outside of pick-up head; 2 for each gutter broom; 1 inside hopper. 1 in pressure transition, 3 additional for right gutter broom, 3 additional for left gutter broom. Water nozzles to be located on outside of pick-up head and suction tube for easy inspection and superior dust control.
- ✓ Water tank shall have anti-siphon/anti-pressure filler neck with air gap.
- ✓ Flexible 20 foot (minimum) long water fill hose with 2½ inch coupling for filling water reservoir and hose storage rack shall be provided. Water fill hose shall include a stainless 100 mesh cleanable filter.
- ✓ An air purge system shall be provided to aid in winterizing the dust control system.
- ✓ A low pressure/high volume washdown system shall be provided to aid in washing the sweeper and cleaning catch basins.
- ✓ Two nozzles and two connectable lances shall be provided for the washdown system.

HAND HOSE EQUIPMENT

- ✓ For cleaning remote areas and catch basins, an auxiliary hand hose shall be provided. It shall be eight (8) inch diameter, 10 feet long and have a 52" long metal nozzle. It shall be suspended from a hydraulically actuated swivel boom.
- ✓ The hand hose shall come with dual controls; one set mounted to the hose nozzle, one set on a wireless remote control.
- ✓ The controls shall have the following functions; engine start up/shut down, throttle up/down, boom up/down.
- ✓ An additional 42" nozzle extension shall be mounted on the rear door and have quick connect capabilities.

OPERATING CONTROLS

- ✓ All operating controls for sweeper (INCLUDING dump control) shall be mounted inside truck cab and readily accessible to the operator in either right or left driving position.
- ✓ All main electrical systems, i.e. ignition, lights, hydraulic and water shall be separately fused to isolate electrical problems to fused area and speed service.
- ✓ Auxiliary engine controls and gauges shall be mounted on console panel and consist of, but not limited to, ignition switch, linear actuated throttle, oil pressure gauge, water temperature gauge, volt meter and tachometer.
- ✓ Sweeper controls, meters and gauges shall consist of, but not limited to, right gutter broom-left gutter broom, pick-up head, beacon or strobe light, water system and work light lighted paddle type switches, low water light, hour meter and leaf pressure knob.
- ✓ All external wiring, harnesses and terminations shall be of a sealed, weather-tight design utilizing heat-shrinkable components. Additionally, where feasible, all connectors shall utilize solid, cold-formed, nickel-plated copper alloy contacts with gas-tight crimps (Deutsch).
- ✓ Dump control shall consist of a single weatherproof toggle switch located on the exterior of sweeper just above the left side fender well and a switch inside the cab.
- ✓ All sweepers must be equipped with an Weed Seeker automated weed control system model 900-1-203

CHASSIS

(Freightliner M2-106) or Equal

GENERAL

- ☒ Chassis/cab shall be conventional with a tilt hood. Frame to be straight full channel steel rails (80,000 PSI). Gross vehicle weight rating to be not less than 31,000 GVW. Curb weight with cab, fuel, water, oil and tires shall be approximately 9,300 lbs. Standard truck cab enclosed and equipped with tinted safety glass all around and two individual, adjustable, high back air seats with lumbar support and safety seat belts. (Sliding windows not acceptable.)

WARRANTY

- ☒ Total chassis coverage is 24-months/unlimited mileage.
- ☒ Engine (diesel) coverage is 36-months/150,000 miles.
- ☒ Drive train coverage is 24-months/unlimited mileage.
- ☒ Frame coverage is 60-months/unlimited mileage.
- ☒ Cab corrosion coverage is 60-months/unlimited mileage.

(Warranty coverage is 100% parts and labor unless otherwise noted as provided by chassis manufacturer.)

WHEELBASE

- ☒ Shall be minimum 167" and shall provide approximately 102" between back of cab and center of rear axle for proper load distribution.
- ☒ Front tow hooks shall be supplied and installed.

AXLES

- ☒ Front axle to be minimum of 10,000 lbs. with taper-leaf suspension of 10,000 lbs.
- ☒ Rear axle shall be 21,000 lbs. 2-speed with a ratio of 5.86/8.17, suspension to be minimum of 23,000 lbs. vari-rate multi-leaf spring with leaf spring helper.

STEERING

- ☒ Dual operator controlled integral power steering with cruise control, tilt and dual gauge package.
- ☒ Diameter of steering wheel will be minimum 18".

BRAKES

- ☒ Service brakes to be full air with 18.7 cfm air compressor.
- ☒ An air dryer as well as an air tank drain valve, manual with pull cable.
- ☒ Front brakes Q-Plus shall be 15" x 4" and have front shock absorbers.
- ☒ Rear brakes Q-Plus shall be 16½" x 7" with dust shields.
- ☒ Shall have automatic slack adjusters front and rear.
- ☒ Parking brakes shall be spring actuated, double diaphragm, 30" MGM Chambers air chambers with warning light.
- ☒ Brake chambers, spring relocated to rear of rear axle for maximum ground clearance.
- ☒ 4-Channel anti-lock brake system shall be provided.

CAB

- ☒ Cab shall have in-dash chassis manufacturer's factory installed air conditioner for operator safety and comfort with a fresh air filter. After market air conditioners are unacceptable.

- ✓ Cab to have individual driver and passenger air, high back adjustable seats with cloth inserts and lumbar supports.
- ✓ Tinted glass shall be provided.
- ✓ External grab handles on the left and right side with standard interior grab handles shall be provided.
- ✓ Dual sun visors, coat hook, storage pocket on driver door, cigar lighter/power source, electric horn, electric windshield washer and 2 speed electric wipers with intermittent wiper switch shall be provided.
- ✓ Chassis shall be equipped with fresh air heater, defroster, dual 7" x 16" remote controlled heated electric powered mirrors, two separate 10.5" diameter parabolic mirrors.
- ✓ AM/FM stereo radio with Clock shall be provided.
- ✓ An air horn shall be installed.
- ✓ A fire extinguisher shall be supplied.
- ✓ Hazard reflectors shall be included.

ELECTRICAL

- ✓ Shall consist of two, multiple beam headlights with dash beam indicator, instrument panel, taillights, stop lights, front and rear turn signals, and self canceling signal switch, equipped for four way flashing. Taillights, stop lights and signal lamps may be in combination.
- ✓ Shall have two 12volt (1850 CCA total) maintenance free batteries.
- ✓ Shall have an 160 amp alternator.
- ✓ Stop/tail/turn lights shall all be LED.

ENGINE

- ✓ Shall be In-Line Six turbocharged and air-to-air intercooled diesel with a minimum 200 HP at 2300 RPM, 6.7L, 520 lb/ft torque @ 1600 RPM.
- ✓ Left hand outboard frame mounted vertical after-treatment device with topstack shall be provided.
- ✓ Dual element dry type air cleaner with restriction indicator mounted on cleaner.
- ✓ Automatic glow plug with indicator light shall be supplied.
- ✓ Automatic shutdown/over temperature protection engine coolant.

FUEL

- ✓ A 50 gallon steel tank shall be supplied and shall supply fuel to both engines.

TIRES AND WHEELS

- ✓ Heavy duty first line quality tubeless tires to be minimum 11R x 22.5, 14 ply rating with duals in rear for adequately carrying full load of sweeper and maximum stability.
- ✓ Wheels to be 10 hole disc 22.5 x 8.25 DC.

TRANSMISSION

- ✓ Shall be heavy duty Allison 2500RDS-P electronic, six-speed forward, one reverse, automatic, with external oil filter.
- ✓ A transmission temperature gauge shall be supplied.

- ✓ All bidders must submit a user's list of at least 10 South Carolina municipalities currently using this sweeper including contact names and phone numbers.
- ✓ All bidders are required to have been representing their sweeper manufacturer for at least 10 years prior to this bid.

DELIVERY TIME OF THIS EQUIPMENT IS CRITICAL SO PLEASE QUOTE YOUR BEST & HONEST ESTIMATE OF THE DELIVERY DAY. DEMONSTRATORS WILL BE CONSIDERED.

INSTRUCTIONS TO BIDDERS

DUE TO THE NECESSITY & RELIABILITY FACTOR OF THIS EQUIPMENT TO THE PUBLIC WORKS DEPARTMENT AND THE CITIZENS OF CLINTON, ALL BIDDERS MUST HAVE A FULL SERVICE & PARTS FACILITY WITH-IN 75 MILES OF THE CLINTON PUBLIC WORKS DEPARTMENT. ALL BIDDERS MUST LIST LOCATION OF THEIR FACILITY, CITY & STATE. NO CONTRACT OR SUB-LET LABOR ALLOWED

Lexington, South Carolina

FAILURE TO LIST ANY AND ALL EXCEPTIONS TO THESE SPECIFICATIONS IN DETAIL ON A SEPARATE SHEET IF NECESSARY MAY RESULT IN THE AUTOMATIC & COMPLETE REJECTION OF THIS BID!

THE ABOVE LISTED BID SPECIFICATIONS AND INSTRUCTIONS ARE IN NO WAY INTENDED TO ELIMINATE ANY COMPANY, VENDOR, BIDDER OR PRODUCT FROM THIS BID PROCESS. IT IS THE SOLE INTENT OF THESE SPECIFICATIONS AND INSTRUCTIONS TO DESCRIBE A STREET SWEEPER THAT WILL BE THE BEST PRODUCT AVAILABLE TO THE PUBLIC WORKS DEPARTMENT, THE CITY OF CLINTON AND RESIDENTS.

THE CITY OF RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND ACT IN SUCH A WAY THAT IS DEEMED THE MOST ADVANTAGEOUS TO THE CITY, DEPARTMENT OF PUBLIC WORKS AND THE CITIZENS OF CLINTON

7. WARRANTIES

The manufacturer of the materials is to warranty their respective components. These warranties are to be fully described in the proposal.

Tender of Proposal Sweeper
 City of Clinton
~~Demolition of Library Building:~~

Name: Bill Hindman
 Company: AMICK EQUIPMENT Co. INC.
 Address: PO Box 1965, Lexington, SC 29071
 Telephone: 800-922-3795
 E-Mail: billhindman3@gmail.com
BID 1 of 2

1. The undersigned vendor declares that he has read the request for proposals and has determined for himself the conditions of the work and the requirements of the City of Clinton in purchasing of specified fencing; and he proposes to provide fencing meeting the requirements of the request for proposal.
2. Any options, alternate proposals, or exceptions to the provisions of the request for proposals have been clearly marked OPTION, ALTERNATE or EXCEPTION. Detailed descriptions of the options, alternates, or exceptions to the provisions of the request for proposals have been provided by the vendor. The City of Clinton will consider options, alternate proposals or exceptions if it is determined by the city to be in its best interests.
3. The undersigned vendor, in compliance with the request for proposals dated February 10, 2015 hereby proposes to provide fencing as described in the attached proposal at the following prices:

SUBJECT TO PRIOR SALE \$300.00

Total cost of Proposed Street Sweeper \$ 210,580.00 SC TAX INCLUDED

Proposed Sweeper Manufacturer and Model TYMCO 600 Demo

Anticipated Date of Delivery 21-30 days ARO

Signature of Vendor Representative: Bill Hindman 6-11-2015
 Date

Tender of Proposal Sweeper
City of Clinton
~~Demolition of Library Building:~~

Name: BILL Hindman
Company: AMICK EQUIPMENT Co. INC.
Address: PO Box 1965, Lexington, SC 29071
Telephone: 800-922-3795
E-Mail: billhindman3@gmail.com
Bid 2 of 2

1. The undersigned vendor declares that he has read the request for proposals and has determined for himself the conditions of the work and the requirements of the City of Clinton in purchasing of specified fencing; and he proposes to provide fencing meeting the requirements of the request for proposal.
2. Any options, alternate proposals, or exceptions to the provisions of the request for proposals have been clearly marked OPTION, ALTERNATE or EXCEPTION. Detailed descriptions of the options, alternates, or exceptions to the provisions of the request for proposals have been provided by the vendor. The City of Clinton will consider options, alternate proposals or exceptions if it is determined by the city to be in its best interests.
3. The undersigned vendor, in compliance with the request for proposals dated February 10, 2015 hereby proposes to provide ~~fencing~~ sweeper as described in the attached proposal at the following prices:

\$ 300.00

Total cost of Proposed Street Sweeper \$ 213,492.50 Setax included

Proposed Sweeper Manufacturer and Model Tymco 600 New

Anticipated Date of Delivery 90-120 ARO

Signature of Vendor Representative: Bill Hindman _____
Date _____