



AGENDA

**CITY OF LENOIR
CITY COUNCIL MEETING
905 WEST AVENUE
TUESDAY, APRIL 2, 2024
6:00 P.M.**



I. CALL TO ORDER

- A. Moment of Silence & Pledge of Allegiance
- B. Special Recognition: On behalf of City Council, Mayor Gibbons will present a proclamation to Police Chief Brent Phelps proclaiming the week of April 14 – 20 as “National Public Safety Telecommunicators Week” to recognize the employees who serve in the Department’s e911 Communications Center.
- C. Special Recognition; Fair Housing Month: On behalf of City Council, Mayor Gibbons will present a proclamation to Ms. Lauren Hart, Catawba Valley Association of Realtors, proclaiming the month of April 2024 as “Fair Housing Month” throughout the City of Lenoir.
- D. Special Recognition; National Line Worker Appreciation Day: On behalf of City Council, Mayor Gibbons will present a proclamation to a representative of Duke Energy and a representative of Blue Ridge Energy proclaiming Thursday, April 18, 2024 as “Line Worker Appreciation Day” throughout the City of Lenoir.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of the City Council meeting held on Tuesday, March 19, 2024 as submitted.
- B. Renewal; Sidewalk Café Permit: Approval of the renewal of the Side Street Pour House Sidewalk Café Permit with the following conditions (carried forth from the original approval):
 - 1. The applicant must coordinate with the City’s Public Works Director prior to modifying or installing any support structures for lights or awnings or modifying any enclosure fencing.
 - 2. String lights installed over the sidewalk café are limited to white, non-blinking lights.
 - 3. All provisions of Sec. 13-3(3) shall continue to apply to the use and operation of the sidewalk café area.
 - 4. Current copy of Certificate of Liability Insurance naming the City as the certificate holder must be provided to the Planning Department.
- C. Resolution; Water Supply Plan: Approval of a Resolution to adopt the 2023-2028 Water Supply Plan for the City of Lenoir as recommended by City Staff.
- D. Authorizing Resolution; Bernhardt Transportation LLC Lease (10-year term): Approval of a Resolution Authorizing the Lease of City Property for a Term of Ten

Years to Bernhardt Transportation LLC and approval of the lease upon the terms and conditions set forth herein, and authorizes the City Manager, or his Designee, to execute same.

- E. Engineering Services Contract, Destination by Design: Staff recommends approval of the Engineering Services Contract with Destination by Design for Phase III of the Lenoir Gateway Project in the amount of \$113,500 plus 4% of construction cost in order to move forward with implementation of Phase III of the project. Note: Phase III consists of the survey, design, encroachment, bidding and construction administration for the three (3) remaining minor gateway signs located on (1) US321 and NC18 (2).
- F. Bid Award; WTP Improvements: Staff recommends City Council approve bids received by Freyssinet, Inc., the lowest responsible bidder, to complete concrete and waterproofing repairs for the George L. Bernhardt, Sr., Lake Rhodhiss Water Treatment Plant for the contract cost of \$844,051.50 with the addition of a construction contingency of \$84,405 for a total project budget of \$928,456.50 as recommended.
- G. Proclamation; National Public Safety Telecommunicators Week: Approval of a proclamation proclaiming the week of April 14 through April 20 as “Public Safety Telecommunicators Week” throughout the City of Lenoir.
- H. Proclamation; Fair Housing Month: Approval of a proclamation proclaiming the month of April 2024 as “Fair Housing Month” throughout the City of Lenoir.
- I. Proclamation; National Line Worker Appreciation Day: Approval of a proclamation proclaiming Thursday, April 18, 2024 as “Line Worker Appreciation Day” throughout the City of Lenoir.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information

- 1. April Calendar: The calendar for the month of April will be provided to City Council listing various committee meeting and events.
- 2. The NCLM’s Town and State Dinner will be held on Wednesday, April 3 from 5:15 p.m. to 8:30 p.m. at the Warehouse 18 Venues located at 18 2nd Street SE, Hickory, NC.
- 3. A Cruise-In event will be held on Saturday, April 6 beginning at 3:00 p.m. in downtown Lenoir.
- 4. The City/County Services Committee will meet on Monday, April 8 at noon at the J. E. Broyhill Civic Center.
- 5. The Caldwell County Economic Development will host their annual Industry Appreciation & Awards Luncheon on Wednesday, April 10 from 11:30 a.m. – 1:00 p.m. at the J.E. Broyhill Civic Center.
- 6. The Lenoir ABC Board will meet on Thursday, April 11 at 2:00 p.m.
- 7. The Western Piedmont Council of Governments (WPCOG) Annual Meeting will be held on Thursday, April 11 from 6:00 p.m. – 8:00 p.m. at the Hickory Metro Convention Center.
- 8. The Lenoir Business Advisory Board (LBAB) will meet on Thursday, April 11 at 6:00 p.m. at City Hall, Third Floor Conference Room.
- 9. The NC Department of Transportation’s (NCDOT) annual Spring Litter Sweep begins on Saturday, April 13 through Saturday, April 27.
- 10. The Parks & Recreation Advisory Committee will meet on Monday, April 15 at 6:00 p.m. at the Lenoir Aquatic & Fitness Center.

B. Items for Council Action

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

- A. Board Appointment; LTDA: Mayor Gibbons will recommend that Kimberly Edmisten be appointed to serve a four-year term on the Lenoir Tourism Development Authority (LTDA). This board appointment was announced at the March 19, 2024 City Council meeting.

IX. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS

X. ADJOURNMENT



City of Lenoir Police



Council Action Form

I. Agenda Item:

Proclamation in Recognition of Public Safety Telecommunicators Week
(present at April 2, 2024 Council Meeting)

II. Background Information:

National Public Safety Telecommunications Week for 2024 has been designated as April 14 - 20. The department wishes to recognize (by proclamation) the employees who serve in our e911 Communications Center.

III. Staff Recommendation:

IV. Reviewed by:

City Attorney:_____	Date:_____
City Manager:_____	Date:_____
Police Chief:  _____	Date: 3/5/2024



PROCLAMATION

In Recognition of

Public Safety Telecommunicators Week

April 14 – 20, 2024



Whereas, the City of Lenoir Police Department Telecommunicators play a vital role in the protection of human life and property in our community; and

Whereas, Telecommunicators have been successfully serving the public safety communication needs of the City of Lenoir throughout the year; and

Whereas, while enduring long hours, abnormal schedules, and handling frequent life and death emergencies, Telecommunicators set high standards in performing their duties in a dedicated, diligent, and compassionate manner; and

Whereas, Telecommunicators provide a critical communication link between the residents and Emergency Responders; and

Whereas, these individuals efficiently coordinate emergency services to ensure the health and safety of our residents, visitors, and travelers in our community, 24-hours a day, 7-days a week; and

Whereas, our Public Safety Communications personnel serve the public daily in countless ways without due recognition by the beneficiaries of their services;

Therefore Be It Resolved, that I, Joseph L. Gibbons, Mayor of the City of Lenoir, and on behalf of the Lenoir City Council, do hereby proclaim and declare the week of April 14 – April 20, 2024

“National Public Safety Telecommunicators Week”

in the City of Lenoir, in honor of the men and women whose diligence and professionalism keep our city and first responders safe.

Witness, my hand and seal this the _____ day of _____, 2024.

SEAL

Joseph L. Gibbons, Mayor

ATTEST:

Shirley M. Cannon, City Clerk



CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
JOSEPH L. GIBBONS

CITY COUNCIL
J. T. BEAL
T. H. PERDUE
J. I. PERKINS
R. S. PRESTWOOD
K. R. ROGERS
D. F. STEVENS
C. D. THOMAS

PROCLAMATION
FAIR HOUSING MONTH

WHEREAS, April 11, 2024 marks the 56th anniversary of the passage of the U.S. Fair Housing Law, Title VIII of the Civil Rights Act of 1968, as amended, which enunciates a national policy of Fair Housing without regard to race, color, creed, national origin, sex, familial status, and handicap, and encourages fair housing opportunities for all citizens; and

WHEREAS, the Catawba Valley Association of Realtors is committed to highlighting the Fair Housing Law, Title VIII of the Civil Rights Act of 1968, by continuing to address discrimination in our community, supporting programs that will educate the public about the right to equal housing opportunities, and planning partnership efforts with other organizations to help assure every American of their right to fair housing.

NOW, THEREFORE, I, Joseph L. Gibbons, Mayor of the City of Lenoir, North Carolina, and on behalf of the Lenoir City Council, do hereby resolve that April 2024, being *Fair Housing Month*, begins a year-long commemoration of the U.S. Fair Housing Law in the City of Lenoir and urge all citizens to wholeheartedly recognize this celebration throughout the year.

Adopted this the 2nd day of April, 2024.

SEAL

Joseph L. Gibbons, Mayor

ATTEST:

Shirley M. Cannon, City Clerk





CITY MANAGER
SCOTT E. HILDEBRAN

CITY OF LENOIR
NORTH CAROLINA

MAYOR
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K. R. ROGERS
D. F. STEVENS
C. D. THOMAS

PROCLAMATION LINE WORKER APPRECIATION DAY

WHEREAS, on April 10, 2013, a resolution was passed in the United States Senate to recognize April 18 annually as National Lineman (Line Worker) Appreciation Day; and

WHEREAS, the profession of the electrical line worker is steeped in personal, family, and professional tradition; and

WHEREAS, line workers are often first responders during storms and other catastrophic events, working to make the scene safe for other public safety officials, and to expedite the return of vital electrical power to our communities; and

WHEREAS, these brave men and women work with thousands of volts of electricity high atop power lines 24 hours a day, 365 days a year, risking and sometimes losing their lives to keep electricity flowing; and

WHEREAS, line workers are often faced with dangerous conditions, far from their families, as they work to construct and maintain energy infrastructure throughout the State of North Carolina and the United States; and

WHEREAS, line workers must use their technical knowledge, physical strength and ingenuity to achieve success in challenges they face every day;

WHEREAS, the City of Lenoir thanks these skilled and heroic line workers who brave hurricanes, ice storms, snow storms, floods, and other natural disasters to maintain our community's energy grid.

NOW THEREFORE BE IT RESOLVED that I, Mayor Joseph L. Gibbons, on behalf of the Lenoir City Council, do hereby proclaim Thursday, April 18, 2024 as "Line Worker Appreciation Day" in the City of Lenoir, North Carolina.

Adopted this the 2nd day of April 2024.

SEAL

Joseph L. Gibbons, Mayor

ATTEST:

Shirley M. Cannon, City Clerk



Tuesday, March 19, 2024
Minutes-City of Lenoir Council Meeting

**LENOIR CITY COUNCIL
TUESDAY, MARCH 19, 2024
6:00 P.M.**

PRESENT: Mayor Joe Gibbons presiding. Councilmembers present were Jonathan Beal, Ike Perkins, Ralph Prestwood, Kimmie Rogers, Mayor Pro-Tem David Stevens, Crissy Thomas, City Manager Scott Hildebran, City Clerk Shirley Cannon and City Attorney Timothy Rohr.

CITY STAFF: In attendance was Finance Director Donna Bean, Fire Chief Norman Staines, Assistant Fire Chief Kenny Nelson, Police Chief Brent Phelps, Planning Director Hannah Williams, Main St. & Economic Development Director Brenda Floyd, Downtown Event Coordinator Matthew Anthony, Parks & Recreation Administrative Assistant Julianna Tripician, and Communications Director Joshua Harris.

ABSENT: City Councilmember Todd Perdue, Parks & Recreation Director Phil Harper, Public Services Public Works Director Jon Hogan and Public Services Public Utilities Director Jeff Church.

I. CALL TO ORDER

A. The meeting was opened by a moment of silence and the pledge of allegiance as led by Mayor Gibbons.

**SYMPATHY
EXTENDED:**

B. On behalf of City Council, Mayor Gibbons extended condolences to Ben Liddy upon the recent passing of his father and grandmother. Mayor Gibbons asked everyone to keep this family in their thoughts and prayers during this difficult time.

CONGRATULATIONS; DR.

DANA CLARK: C. On behalf of City Council, Mayor Gibbons congratulated Dr. Dana Clark upon being awarded the highest award for state service granted by the Office of the Governor, the Order of the Long Leaf Pine at the North Carolina Tourism Conference held recently in Greenville, NC. Dr. Clark currently serves as Chairman of the Lenoir Tourism Development Authority (LTDA).

**WELCOME; MAIN ST. &
ECONOMIC DEVELOPMENT**

DIRECTOR: D. On behalf of City Council, Mayor Gibbons welcomed Brenda Floyd, the City's new Main Street & Economic Development Director. Director Floyd is replacing Kaylynn Horn who retired effective March 1, 2024.

SPECIAL RECOGNITION:

KAYLYNN HORN:

E. On behalf of City Council, Mayor Gibbons thanked Kaylynn Horn for all she has done for the City of Lenoir and expressed how much she has meant to everyone over the past ten years. He stated Kaylynn oversaw the City's Main Street program and worked to boost

Tuesday, March 19, 2024
Minutes-City of Lenoir Council Meeting

economic development in Downtown Lenoir and the City. Mayor Gibbons remarked Lenoir is one of the most respected Main Street Program in the state and mentioned the City previously won numerous NC Main Street Champion award(s) under Kaylynn's leadership.

In addition, Mayor Gibbons said Kaylynn formed a very successful volunteer program called the "Be A Part of What Makes This Work" volunteer program with over 150 participants.

Mayor Gibbons also commended Matthew Anthony, Main Street Engagement and Event Coordinator, for the great job he has done for the Downtown and the City of Lenoir. Lenoir. Mayor Gibbons shared Matthew has accepted another position out of state and he will be greatly missed. He wished Matthew well in his new endeavors.

Next, Mayor Gibbons read and presented a resolution to Kaylynn in honor and recognition of her ten years of dedicated and outstanding service to the City of Lenoir. He cited her many accomplishments to briefly name a few:

- maintained Downtown Lenoir's National Main Street Accreditation
- created the first Downtown Lenoir Master Plan featuring The Campus
- founded the Downtown Lenoir Development Alliance, Inc.
- created the Time Well Spent Clock Tower Sculpture project
- championed the creation of the "Together We Create" brand which received a NC Department of Commerce Main Street Award and the "Create With Us" brand for the City including the design and construction of a new gateway sign at Smith Crossroads.
- Worked with Staff and developers to see Blue Bell at Lenoir Mills become a reality, bringing 46 loft-style apartments to within walking distance of Lenoir.
- Cultivated historic property rescue projects to save 122 Boundary Street & the Stines Ice Cream Parlor with both projects winning a NC Department of Commerce Main Street Award.

Mayor Gibbons also stated that Kaylynn wrote a number of grants for the City which helped bring a lot of investment into Lenoir including an Appalachian Regional Commission grant to build city-wide wayfinding signs.

Next, Mayor Gibbons presented Kaylynn with a key to the City and emphasized he is proud of all the great things she has accomplished during her tenure. Mayor Gibbons also commended Kaylynn's spouse, John Tye for supporting her and always attending all events. Mayor Gibbons stated John was presented with a framed flag and city coins at the reception held earlier for Kaylynn. Mayor Gibbons jokingly shared that John was called "Dr. Main Street" as he was always there ready to do what was needed.

Kaylynn thanked Mayor Gibbons and City Council for their trust and remarked she greatly appreciated their confidence in her. She pointed out that great things have happened because of their support. In addition, Kaylynn thanked Matthew Anthony, Kyle Case along with the Department Directors as "they always have your back." She further stated the City's Customer Service Program "Service Beyond Measure" is truly extraordinary and everyone applies it internally and externally. In closing, Kaylynn thanked her family and stated it is an honor and blessing to be here.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

REZONING; 1604 WALT

ARNEY ROAD: A. A public hearing was held to consider approval of a rezoning request for property located at 1604 Walt Arney Road to be rezoned from (R-9) Mixed-density Residential to (B-2) General Business, to add car sales to an existing automotive detailing business based on the Consistency Statement as follows:

The proposed zoning change is consistent with the Comprehensive Plan's policy concepts to adopt straightforward zoning standards and reuse vacant commercial sites. This proposed change also conforms to another policy concept to bring commercial buildings closer to the street. Additionally, this would be consistent with the adopted Comprehensive Plan because it reflects the desire to increase the number of commercial developments in close proximity to high-density residential. Staff finds the proposed rezoning to be consistent with the goals and policy concepts of the Comprehensive Plan. The proposed amendment is reasonable and in the public interest because it supports an existing small business without encroaching on an established area.

Mayor Gibbons opened the public hearing to receive public comments regarding the rezoning request.

Hannah Williams, Planning Director, addressed Council and gave the background information pertaining to the rezoning request. Director Williams explained the applicant is requesting this zoning change in order to add car sales accessory to an existing automotive detailing business. She stated the applicant has operated this business at this location since 2012, and has sold some cars from this location in the past. Director Williams clarified the NC DMV requires a dealer's license, which requires local zoning verification. Since the subject property is zoned R-9, staff cannot issue a zoning verification letter allowing car sales. Car dealerships are allowed in B-2.

Director Williams submitted the Staff Report to be included as part of the record of the public hearing and stated the applicant was present if anyone has any questions. She further stated the Planning Board approved the request to call for a public hearing at their February 26 meeting.

A copy of the Staff Report is attached to these minutes as information.

There being no further public participation, Mayor Gibbons closed the public hearing and asked Council for action.

Upon a motion by Councilmember Thomas, City Council voted 6 to 0 to approve the rezoning request for property located at 1604 Walt Arney Road to be rezoned from (R-9) Mixed-density to (B-2) General Business as presented and as based on the Consistency Statement as listed above.

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of the City Council Budget Retreat held on Friday, February 23, 2024 as submitted.
- B. Minutes: Approval of the minutes of the Committee of the Whole meeting of Tuesday, February 27, 2024 as submitted.
- C. Minutes: Approval of the minutes of the City Council meeting of Tuesday, March 5, 2024 as submitted.

- D. Audit Contract; C. Randolph CPA PLLC/S. Eric Bowman, P.A.: Staff requests approval of the annual FY2024 Audit Contract/Non-Contest Services for the City of Lenoir as submitted by C. Randolph CPA, PLLC for all audit services at \$14,850 and as submitted for S. Eric Bowman, PA for non-attest services at \$38,000. (A copy of the Audit Contract is attached to these minutes as information.)
- E. Lenoir Greenway Municipal Agreement: Staff requests approval of the Lenoir Greenway Municipal Agreement with NCDOT for the BL-0065 NC DOT LAP (Locally Administered Project) Funding in order to allow Staff to move forward with the project. Note: Federal funds available for the project are \$1,734,400.00 with a 20% non-federal match or \$433,600.00. Note: The 20% non-federal match or \$433,600.00 for the project has already been set aside. (A copy of the Lenoir Greenway Municipal Agreement is on file in the City Clerk's office.)
- F. Resolution; Rural Downtown Economic Development Grant: Staff recommends adoption of the resolution in support of a NC Commerce Rural Downtown Economic Development Grant for a Pavilion at The Campus/Overmountain Victory trail Connector and a Commitment of a 5% Local Match. (A copy of the resolution is attached to these minutes as information.)
- G. Removed; Project Bid Award; Splash Pad: Following a review of bids received for this contract, McGill and City Staff recommends awarding the low bid to Barrs Recreation, Pittsboro, NC in the amount of \$296,231.25 to install a Splash Pad at the Rotary Soccer Complex located at 1050 Zacks Ford Road. Note: City Manager Hildebran asked to remove Item G. Bid Award; Splash Pad for further study.
- H. Resolution; Kaylynn Horn: Approval of the resolution presented to Kaylynn Horn in honor and recognition of her dedicated and outstanding service to the City of Lenoir. (A copy of the resolution is hereby incorporated into these minutes as information.)

Motion

Upon a motion by Mayor Pro-Tem Stevens, City Council voted 6 to 0 to adopt items A, B, C, D, E, F and H on the Consent Agenda as submitted and to remove Item G for additional study as requested by City Manager Hildebran.

IV. REQUESTS AND PETITIONS OF CITIZENS

BIKE RACKS: A. Jennifer Indicott, 107 Main Street NW, addressed City Council about installing bike racks in the downtown area. Ms. Indicott shared she visited several small towns recently that had bike racks and she feels Lenoir may want to install several due to the bicycle events held here. Ms. Indicott said this project also fits with the new Master Plan since it refers to bike ability and walkability.

Ms. Indicott mentioned the City has a history of bike events and cited the Bootlegger 100 Race, the City's upcoming Bike Festival, the Over Mountain Victory Trail and the previous Cycle NC Bike race that came through Lenoir. Ms. Indicott also suggested adding art to a bike rack in lieu of just having plain racks.

Following a brief discussion by Council, Mayor Gibbons stated the City would look into this issue.

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information

PLANNING

BOARD:

1. The Planning Board will meet on Monday, March 25 at 5:30 p.m. at the City/County Chambers.

COMMITTEE OF

THE WHOLE:

2. The Committee of the Whole will meet on Tuesday, March 26 at 8:30 a.m. at City Hall, Third Floor Conference Room. This meeting will be a budget meeting.

FOOTHILLS REGIONAL

AIRPORT AUTHORITY:

3. The Foothills Regional Airport Authority will meet on Wednesday, March 27 at noon at the Airport Facility.

HOLIDAY CLOSING:

4. City offices will be closed on Friday, March 29 in observance of Good Friday.

POSTPONED; MAIN

STREET DINNER:

5. The I Heart Main Street dinner scheduled for Saturday, March 23 has been postponed until a later date. Mayor Gibbons reported Staff is considering having an outdoor event during the summer.

B. Items for Council Action

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

BOARD ANNOUNCEMENT;

LTDA:

- A. Mayor Gibbons recommended that Kimberly Edmisten be appointed to serve a term on the Lenoir Tourism Development Authority (LTDA). This board announcement will be placed on the April 2 Agenda for consideration of approval by City Council.

IX. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS

X. ADJOURNMENT

- A. There being no further business, the meeting was adjourned at 6:37 p.m.

Shirley M. Cannon, City Clerk

Joseph L. Gibbons, Mayor

LGC-205

CONTRACT TO AUDIT ACCOUNTS

Rev. 11/2023

The	Governing Board City Council
of	Primary Government Unit City of Lenoir
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name C. Randolph CPA, PLLC
	Auditor Address 560 Beaver Creek School Rd., West Jefferson, NC 28694

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/24	Date Audit Will Be Submitted to LGC 10/31/24
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Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F (Uniform Guidance)* or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then

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CONTRACT TO AUDIT ACCOUNTS

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the report was not submitted timely for State low-risk auditee status. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters. If matters identified during the audit were required to be reported as described in AU-C §260.12-.14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

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CONTRACT TO AUDIT ACCOUNTS

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8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.
10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

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14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.
15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.
16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.
17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.
18. Special provisions should be limited. Please list any special provisions in an attachment.
19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.
20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.
21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.
22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

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23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of Identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

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30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification). #26

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

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FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: ☐ Auditor ☐ Governmental Unit ☒ Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:

Title and Unit / Company:

Email Address:

S. Eric Bowman

CPA

sericbowmanpa@bellsouth.net

OR Not Applicable ☐ (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

Primary Government Unit	City of Lenoir
Audit Fee (financial and compliance if applicable)	\$ 14,850
Fee per Major Program (if not included above)	\$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$ 14,850

Discretely Presented Component Unit	N/A
Audit Fee (financial and compliance if applicable)	\$
Fee per Major Program (if not included above)	\$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$

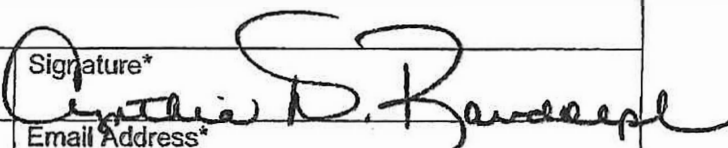
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CONTRACT TO AUDIT ACCOUNTS

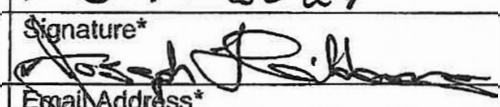
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SIGNATURE PAGE

AUDIT FIRM

Audit Firm*	
C. Randolph CPA, PLLC	
Authorized Firm Representative (typed or printed)*	Signature*
Cynthia D. Randolph	
Date*	Email Address*
2/15/2024	cindy@crandolphcpa.com

GOVERNMENTAL UNIT

Governmental Unit*	
City of Lenoir	
Date Governing Board Approved Audit Contract* (Enter date in box to right)	✓ 3-19-2024
Mayor/Chairperson (typed or printed)*	Signature*
Joseph L. Gibbons	
Date	Email Address*
✓ 3-19-2024	josephgibbons@yahoo.com

Chair of Audit Committee (typed or printed, or "NA")	Signature
N/A	
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

Sum Obligated by This Transaction:	\$ 14,850
Primary Governmental Unit Finance Officer* (typed or printed)	Signature*
Donna Bean	✓ Donna Bean
Date of Pre-Audit Certificate*	Email Address*
✓ 3-20-24	✓ dbeaneci@lenoir.nc.us

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SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
N/A	
Date DPCU Governing Board Approved Audit Contract* (Enter date in box to right)	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

Sum Obligated by this Transaction:	\$
DPCU Finance Officer (typed or printed)*	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all
required signatures prior to submission.

PRINT

C. Randolph CPA, PLLC
Certified Public Accountant
560 Beaver Creek School Rd.
West Jefferson, North Carolina 28694
Phone: (336) 846-3211
Fax: (336) 846-1142

To the Honorable Mayor, City Council and Finance Director
City of Lenoir
PO Box 958
Lenoir, NC 28645

We are pleased to confirm our understanding of the services we are to provide for City of Lenoir for the year ended June 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of City of Lenoir as of and for the year ended June 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Lenoir's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Lenoir's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Schedule of Changes in Total Pension Liability – Law Enforcement Officers' Special Separation Allowance
- 3) Schedule of Total Pension Liability as a Percentage of Covered Payroll
- 4) Proportionate Share of Net Pension Liability (Asset)
- 5) City of Lenoir's Contributions – Local Government Retirement System
- 6) Schedule of Changes in Total OPEB Liability and Related Ratios

We have also been engaged to report on supplementary information other than RSI that accompanies City of Lenoir's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

- 1) Schedule of Expenditures of Federal and State Awards.
- 2) Combining and Individual Fund Schedules

3) Schedules of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- 1) Schedule of Ad Valorem Taxes Receivable
- 2) Analysis of Current Tax Levy – City-Wide Level
- 3) Schedule of Cash and Investment Balance
- 4) Capital Assets Used in the Operation of Governmental Funds
- 5) Statistical Section

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal and state awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Lenoir's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and state statutes, regulations, and the terms and conditions of federal and state awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Lenoir's major programs. For federal and state programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on City of Lenoir's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal and state awards, and related notes of City of Lenoir in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal and state awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal and state awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal and state awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal and state awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and state awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also

Tuesday, March 19, 2024
Minutes-City of Lenoir Council Meeting

responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and state awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal and state statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal and state awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal and state awards; federal and state award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal and state awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on October 15, 2024.

You are responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and state awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal and state awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal and state awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal and state awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and state awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal and state awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and state awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Engagement Administration, Fees, and Other

SmartVault portal is used solely as a method of exchanging information and is not intended to store city of Lenoir's information. At the end of the engagement, C. Randolph CPA, PLLC will provide City of Lenoir with a copy (in an agreed-upon format) of deliverables and data related to the engagement from the SmartVault portal. For multi-year engagements, this exchange will occur annually.

Upon completion of the engagement, data and other content will either be removed from the SmartVault portal or become unavailable to C. Randolph CPA, PLLC within a reasonable time frame. For multi-year engagements, completion of the engagement occurs when the deliverables are completed for that year.

We understand that your employees will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal and state awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of C. Randolph CPA, PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Local Government Commission or its designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of C. Randolph CPA, PLLC personnel. Furthermore, upon request, we may provide

copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Local Government Commission. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Cynthia D. Randolph is the engagement CPA and is responsible for supervising the engagement and signing the reports.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.) except that we agree that our gross fee, including expenses, will not exceed \$14,850. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Honorable Mayor and City Council of City of Lenoir.

We will make reference to Lowdermilk Church & Co., LLP's audit of City of Lenoir ABC Board in our report on your financial statements.

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of Lenoir and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

You have requested that we provide you with a copy of our most recent external peer review report and any subsequent reports received during the contract period. Accordingly, our 2021 peer review report accompanies this letter.

Very truly yours,



Cynthia D. Randolph, CPA

RESPONSE:

This letter correctly sets forth the understanding of City of Lenoir.

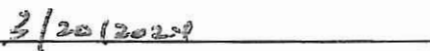
Management signature: ✓



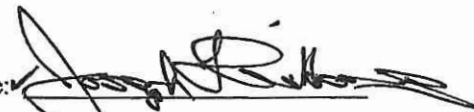
Title: ✓



Date: ✓



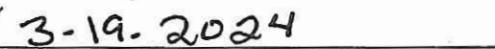
Governance signature: ✓



Title: ✓



Date: ✓





Koonce, Wooten & Haywood, LLP
CERTIFIED PUBLIC ACCOUNTANTS

Report on the Firm's System of Quality Control

To the Owner of C. Randolph CPA, PLLC and the
Peer Review Committee, Coastal Peer Review, Inc.

We have reviewed the system of quality control for the accounting and auditing practice of C. Randolph CPA, PLLC (the firm) in effect for the year ended October 31, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included an engagement performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act, and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of C. Randolph CPA, PLLC in effect for the year ended October 31, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. C. Randolph CPA, PLLC has received a peer review rating of *pass*.

Koonce, Wooten & Haywood, LLP

Koonce, Wooten & Haywood, LLP

December 13, 2021

Raleigh
4060 Barrett Drive
Post Office Box 17806
Raleigh, North Carolina 27619

Durham
3500 Westgate Drive
Suite 203
Durham, North Carolina 27707

Pittsboro
679 West Street
Post Office Box 1399
Pittsboro, North Carolina 27312

Smithfield
212 East Church Street
Post Office Box 2348
Smithfield, North Carolina 27577

S. Eric Bowman, P.A.

CERTIFIED PUBLIC ACCOUNTANT

403 South Green Street
P.O. Box 1476
Morganton, NC 28680-1476
Telephone (828) 438-1065
Fax (828) 438-9117

City of Lenoir
Lenoir, North Carolina

We are pleased to confirm our understanding of the non attest services we are to provide City of Lenoir for the year ending June 30, 2024. Our responsibility will include the following:

- 1) Making year end journal entries to the accounts.
- 2) Adjust balance sheet accounts for each fund
- 3) Provide copies of all work papers to Auditors on work that we perform
- 4) Prepare draft Financial Report including grant schedule

We will not provide any audit services. All audit services plus report preparation changes will be provided by your auditors.

Your Auditors will be responsible for the following:

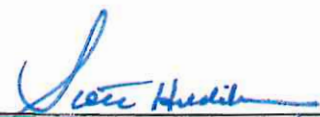
- 1) Any changes to the draft financial report
- 2) Preparation of workbook which goes to the LGC along with the final audit report
- 3) Preparation of AFIR
- 4) Preparation of Data Collection Form
- 5) Assistance with other information required by the GFOA

Our fees for our services will be a contract amount of \$38,000.

We appreciate the opportunity to be of service to City of Lenoir and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign in the area below and return this letter to us.

Very truly yours,


S. Eric Bowman, P.A.
Certified Public Accountant



Scott Hildebran



Title



Date

CITY OF LENOIR

COUNCIL ACTION FORM: April 2, 2024

I. Agenda Item:

Renewal of the Side Street Pour House sidewalk café permit.

II. Background Information:

Sec. 13-3(C) allows for sidewalk cafes on city sidewalks within the Downtown district, subject to approval of a permit by City Council. The ordinance states such approval is good for one year. The Side Street Pour House sidewalk café, located at 128 Main Street NW, has been in use now for 6 years and continues to make a positive impact to the Downtown atmosphere. It was installed after initially being approved by Council on March 7, 2017, and has been renewed each year.

The requested permit is for the placement of the tables and chairs, as well as the support structures for string lights.

III. Staff Recommendation:

Renewal of the sidewalk café permit, with the following conditions (carried forward from the original approval):

1. The applicant must coordinate with the City's Public Works Director prior to modifying or installing any support structures for lights or awnings or modifying any enclosure fencing.
2. String lights installed over the sidewalk café are limited to white, non-blinking lights.
3. All provisions of Sec. 13-3(C) shall continue to apply to the use and operation of the sidewalk café area.
4. Current copy of Certificate of Liability Insurance naming the City as the certificate holder must be provided to the Planning Department.

IV. Reviewed by:

City Attorney: _____

Finance Director: _____

Planning Director: *Hannah Williams*



SIDEWALK CAFE PERMIT APPLICATION

CITY OF LENOIR PLANNING DEPARTMENT

CITY HALL • 801 WEST AVENUE NW • PO BOX 958 • LENOIR, NC 28645

The City of Lenoir allows sidewalk cafes within the downtown Municipal Service District when a permit is approved by City Council, in accordance with Sec. 13-3 of the Lenoir City Code. For questions about this application form or the rules pertaining to sidewalk cafes in the City of Lenoir, please contact the Planning Department at 828.757.2200. PERMITS ARE GOOD FOR A PERIOD OF 1 YEAR AND MUST BE RENEWED ANNUALLY.

Submittal Checklist:

- ☐ Application Form
- ☐ Application Fee
- Site Plan (including dimensions):
 - Must show all tables, chairs, walkway areas, and entrances/exits to the restaurant.
 - Must show location and materials of temporary barrier to be erected around the café.
 - Must show 5 ft. clear pedestrian path on sidewalk adjacent to café area.
- ☐ Documentation of Public Liability Insurance
 - Must carry \$1,000,000.00 insuring against personal injury, wrongful death and property damage, including the City as a party insured and insuring the City against any liability resulting from the uses permitted pursuant to Section 13-3 of the Lenoir City Code.
- ☐ Copies of All Permits and Licenses
 - County Health Department and any other applicable regulatory agencies
 - Current ABC/ALE permits if the sidewalk café intends to serve alcoholic beverages on the public sidewalk. NOTE: revised permits may be required to include the expanded areas.

Permit Information:

Property Address: 128 Main St. NC PIN: _____

Zoning District: B-3 Located within Municipal Service District? ☒ Yes ☐ No

Business Name: Side Street Pour House & Grill

Will ABC permit include sidewalk café area? ☒ Yes ☐ No

Number of seats in Restaurant: 100 Number of seats* proposed for sidewalk café: 24

*Note: seating in sidewalk café can not exceed 50% of the seating within the restaurant.)

Contact Information:

Name of Restaurant Operator: Kevin Eller

Street Address: 2606 Keys Pl

City: Lenoir State: NC Zip: 28645

Phone Number: 828-234-4535

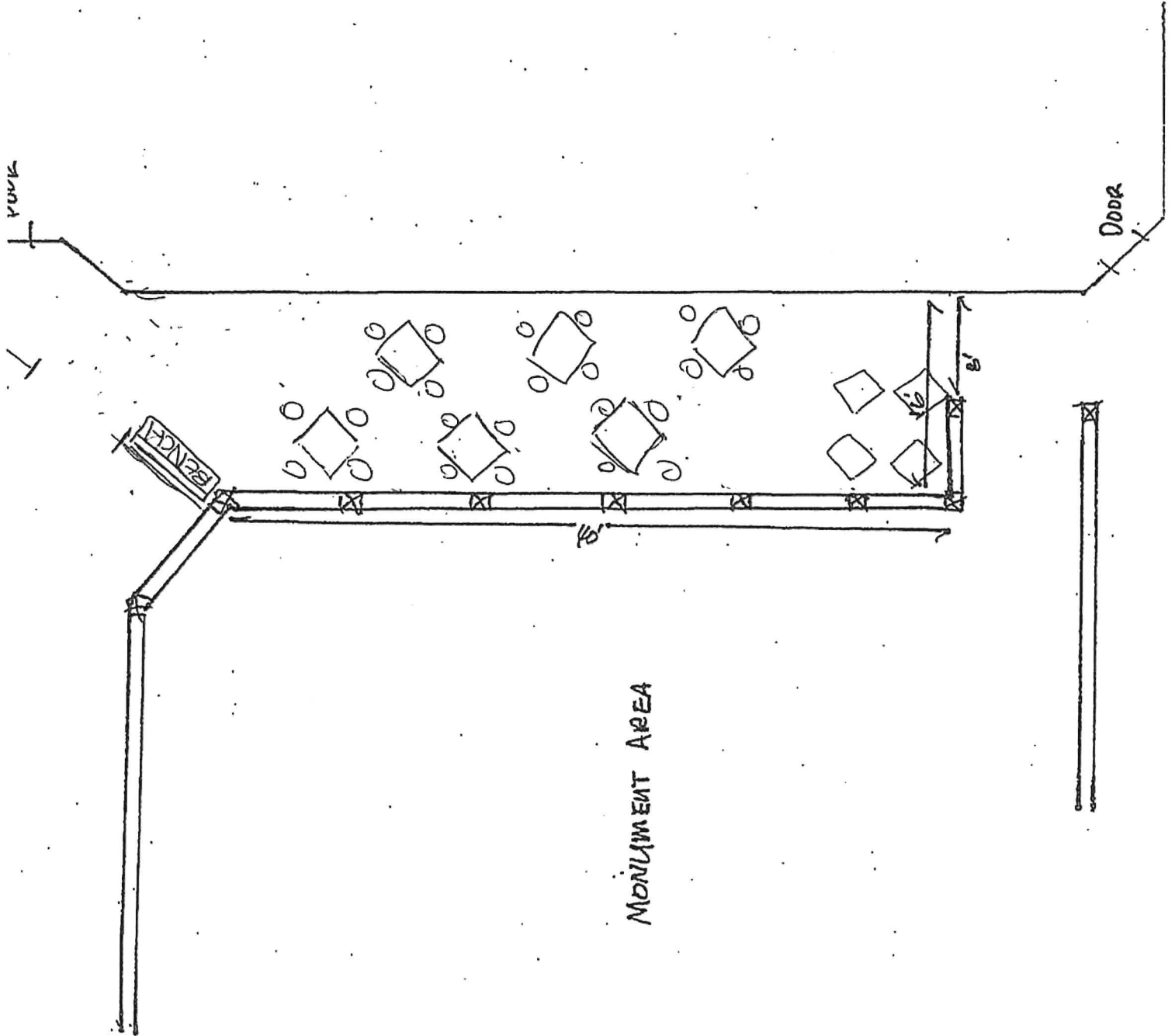
Fax Number: _____

Email: kevin.eller@yahoo.com

Owner's Signature:

By signing, I certify that the information presented in this application is true to the best of my knowledge and I consent to enter into a hold-harmless agreement with the City and comply with all provisions of the City ordinances in the establishment and operation of the sidewalk café described in this application.

OFFICIAL USE ONLY: City Council approved on _____ Permit No. _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/22/2024

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 Reliable Insurance Agency Inc 512 Mulberry Street SW Lenoir NC 28645	CONTACT NAME: Kimmie Rogers PHONE (A/C, No, Ext): 828-758-2364 E-MAIL ADDRESS: kimmie@reliableinsurance.biz		FAX (A/C, No): 828-758-1736
	INSURER(S) AFFORDING COVERAGE INSURER A : Nautilus Insurance Company		NAIC # 17370
INSURED Side Street Entertainment DBA Side Street Pour House & Grill PO Box 850 Lenoir NC 28645	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y	N	NN1653325	03/30/2024	03/30/2025	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC					
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS						
	☐ NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Restaurant

Certificate holder is listed as Additional Insured per form CG2011 (12/19).

CERTIFICATE HOLDER

CANCELLATION

Keystone Properties Llc 2606 Keyes Place Lenoir NC 28645	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Danielle Swade</i>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/22/2024

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 Reliable Insurance Agency Inc 512 Mulberry Street SW Lenoir NC 28645	CONTACT NAME: Kimmie Rogers	
	PHONE (A/C, No, Ext): 828-758-2364	FAX (A/C, No): 828-758-1736
	E-MAIL ADDRESS: kimmie@reliableinsurance.biz	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Nautilus Insurance Company	17370
INSURED Side Street Entertainment DBA Side Street Pour House & Grill PO Box 850 Lenoir NC 28645	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:					
☒ POLICY ☐ PROJECT ☐ LOC							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED ☐ RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS ☐ OTHER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Restaurant

Certificate holder is listed as Additional Insured per form CG2026 (12/19).

CERTIFICATE HOLDER

CANCELLATION

City of Lenoir Po Box 958 Lenoir NC 28645	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Danielle Swade</i>

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CITY OF LENOIR
COUNCIL ACTION FORM

- I. Agenda Item:** Consideration to approve the 2023-2028 Lenoir Local Water Supply Plan Resolution.

Background Information: A Local Water Supply Plan is an assessment of a water system's current and future water needs and its ability to meet those needs. By understanding current and future needs, local governments will be better able to manage water supplies and better prepared to plan for water supply system improvements.

North Carolina General Statute [General Statute § 143-355\(I\)](#) requires all units of local government that provide or plan to provide public water service to prepare a Local Water Supply Plan. All community water systems that regularly serve 1,000 or more service connections or serve more than 3,000 people are also required to prepare a Local Water Supply Plan.

- II. Staff Recommendation:** Staff recommends City Council approve the 2023-2028 Lenoir Local Water Supply Plan Resolution as presented.

- III. Reviewed by:**

City Attorney: _____

Finance Director: _____

Public Works/Public Utilities Director: Jeff Church

**A RESOLUTION BY THE CITY OF LENOIR
APPROVING THE 2023-2028
LENOIR LOCAL WATER SUPPLY PLAN**

WHEREAS, North Carolina General Statute 143-355 (l) requires that each unit of local government that provides public water service or that plans to provide public water service and each large community water system shall, either individually or together with other units of local government and large community water systems, prepare and submit a Local Water Supply Plan; and

WHEREAS, as required by the statute and in the interests of sound local planning, a Local Water Supply Plan for the City of Lenoir, Water System NC01-14-010, has been developed and submitted to the Lenoir City Council for approval; and

WHEREAS, the City has been approved to receive funding through Session Law 2023-134, House Bill 259, Section 12.2.(e) to construct a water interconnection between the City of Lenoir and the Town of Valdese to better facilitate redundancy and integrity of the water supply.

WHEREAS, the Lenoir City Council finds that the Local Water Supply Plan is in accordance with the provisions of North Carolina General Statute 143-355 (l) and that it will provide appropriate guidance for the future management of water supplies for the City of Lenoir, as well as useful information to the Department of Environmental Quality for the development of a state water supply plan as required by statute;

NOW, THEREFORE, BE IT RESOLVED by the Lenoir City Council of the City of Lenoir, NC, that the Local Water Supply Plan entitled, 2023-2028 Lenoir Local Water Supply Plan, dated April 2, 2024 is hereby approved and shall be submitted to the Department of Environmental Quality, Division of Water Resources; and

BE IT FURTHER RESOLVED that the Lenoir City Council intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

Adopted this ____ day of April, 2024.

Joseph L. Gibbons, Mayor
Lenoir City Council

ATTEST:

Shirley M. Cannon, City Clerk

Lenoir

2023 ▾

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

1. System Information

Contact Information

Water System Name: Lenoir PWSID: 01-14-010
 Mailing Address: P.O. Box 958
 Lenoir, NC 28645 Ownership: Municipality

Contact Person: Kevin Matheson Title: Water Treatment Superintendent
 Phone: 828-757-4460 Cell/Mobile: 828-855-7199

Complete

Distribution System

Line Type	Size Range (Inches)	Estimated % of lines
Asbestos Cement	6-16	48.00 %
Cast Iron	4-12	30.00 %
Ductile Iron	6-30	9.00 %
Galvanized Iron	1.5-2	4.00 %
Other	2-12	4.00 %
Polyvinyl Chloride	2-12	5.00 %

What are the estimated total miles of distribution system lines? 220 Miles

How many feet of distribution lines were replaced during 2023? 225 Feet

How many feet of new water mains were added during 2023? 0 Feet

How many meters were replaced in 2023? 0

How old are the oldest meters in this system? 3 Year(s)

How many meters for outdoor water use, such as irrigation, are not billed for sewer services? 74

What is this system's finished water storage capacity? 13.5000 Million Gallons

Has water pressure been inadequate in any part of the system since last update? *Line breaks that were repaired quickly should not be included.* No

Programs

Does this system have a program to work or flush hydrants? Yes, Quarterly

Does this system have a valve exercise program? Yes, Quarterly

Does this system have a cross-connection program? Yes

Does this system have a program to replace meters? Yes

Does this system have a plumbing retrofit program? No

Does this system have an active water conservation public education program? Yes

Does this system have a leak detection program? No

Water Conservation

What type of rate structure is used? **Flat/Fixed**

How much reclaimed water does this system use? **0.0000 MGD** For how many connections? **0**

Does this system have an interconnection with another system capable of providing water in an emergency? **No**

Currently just underway with approved plan to interconnect with the Town of Valdese. This should be a reality at least by 2029.

2. Water Use Information

Service Area

Sub-Basin(s)	% of Service Population	County(s)	% of Service Population
Catawba River (03-1)	100 %	Caldwell	100 %

What was the year-round population served in 2023? **22,288**

Has this system acquired another system since last report? **Yes**

The City of Lenoir has purchased and absorbed the Joyceton Water Works system beginning at the end of December 2022.

Water Use by Type

Type of Use	Metered Connections	Metered Average Use (MGD)	Non-Metered Connections	Non-Metered Estimated Use (MGD)
Residential	9,180	1.2630	0	0.0000
Commercial	777	0.3800	0	0.0000
Industrial	60	1.3110	0	0.0000
Institutional	229	0.2970	0	0.0000

How much water was used for system processes (backwash, line cleaning, flushing, etc.)? **0.7330 MGD**

Water Sales

Purchaser	PWSID	Average Daily Sold (MGD)	Days Used	MGD	Contract Expiration	Recurring	Required to comply with water use restrictions?	Pipe Size(s) (Inches)	Use Type
Baton WC	01-14-025	0.5462	365	0.6000	2033	No	Yes	6	Regular
Caldwell County	01-14-045	0.6001	365	0.7620	2024	Yes	Yes	12	Regular
Caldwell County	01-14-047	0.6084	365	0.6835	2024	Yes	Yes	12	Regular
Caldwell County	01-14-048	0.0424	365	0.0545	2024	Yes	Yes	8	Regular
Sawmills	01-14-040	0.2550	365	0.3250	2032	Yes	Yes	6	Regular

Contracts with Baton Water and Sawmills do not renew automatically but require approval again prior to the expiration date. The City of Lenoir would be open to negotiation and consideration of renewing the sales agreements for both entities at the time of the agreement expirations.

According to Kevin Matheson, Water Treatment Superintendent, our contract with Baton WC is for 0.6000 MGD per day; however, we can sell more to them-- up to 0.7500 MGD per day -- at a higher rate if needed.

3. Water Supply Sources

Monthly Withdrawals & Purchases

	Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)
Jan	6.3730	7.2410	May	6.4960	8.0270	Sep	6.3970	7.1220
Feb	6.1730	6.8070	Jun	6.7260	7.5840	Oct	6.0710	6.8410
Mar	6.1190	6.4270	Jul	6.8280	7.7150	Nov	5.8450	7.0800
Apr	6.2210	7.0450	Aug	7.3850	8.2970	Dec	5.6380	6.1000



Surface Water Sources

Stream	Reservoir	Average Daily Withdrawal		Maximum Day Withdrawal (MGD)	Available Raw Water Supply		Usable On-Stream Raw Water Supply Storage (MG)
		MGD	Days Used		MGD	* Qualifier	
Catawba	Lake Rhodhiss	6.3580	365	8.2970	12.0000	C	15,634.0000

* Qualifier: C=Contract Amount, SY20=20-year Safe Yield, SY50=50-year Safe Yield, F=20% of 7Q10 or other instream flow requirement, CUA=Capacity Use Area Permit

Surface Water Sources (continued)

Stream	Reservoir	Drainage Area (sq mi)	Metered?	Sub-Basin	County	Year Offline	Use Type
Catawba	Lake Rhodhiss	1,090	Yes	Catawba River (03-1)	Caldwell		Regular

What is this system's off-stream raw water supply storage capacity? 0 Million gallons

Are surface water sources monitored? Yes, As Needed

Are you required to maintain minimum flows downstream of its intake or dam? No

Does this system anticipate transferring surface water between river basins? Yes

A very small amount of the water we sale to Caldwell County northeast would be in the Yadkin River basin, rather than the Catawba basin. This maximum basin transfer could only be 0.04 MGD.

Water Treatment Plants

Plant Name	Permitted Capacity (MGD)	Is Raw Water Metered?	Is Finished Water Output Metered?	Source
Lenoir - Lake Rhodhiss WTP	12.0000	Yes	Yes	Catawba River, Lake Rhodhiss

Did average daily water production exceed 80% of approved plant capacity for five consecutive days during 2023? No

If yes, was any water conservation implemented?

Did average daily water production exceed 90% of approved plant capacity for five consecutive days during 2023? No

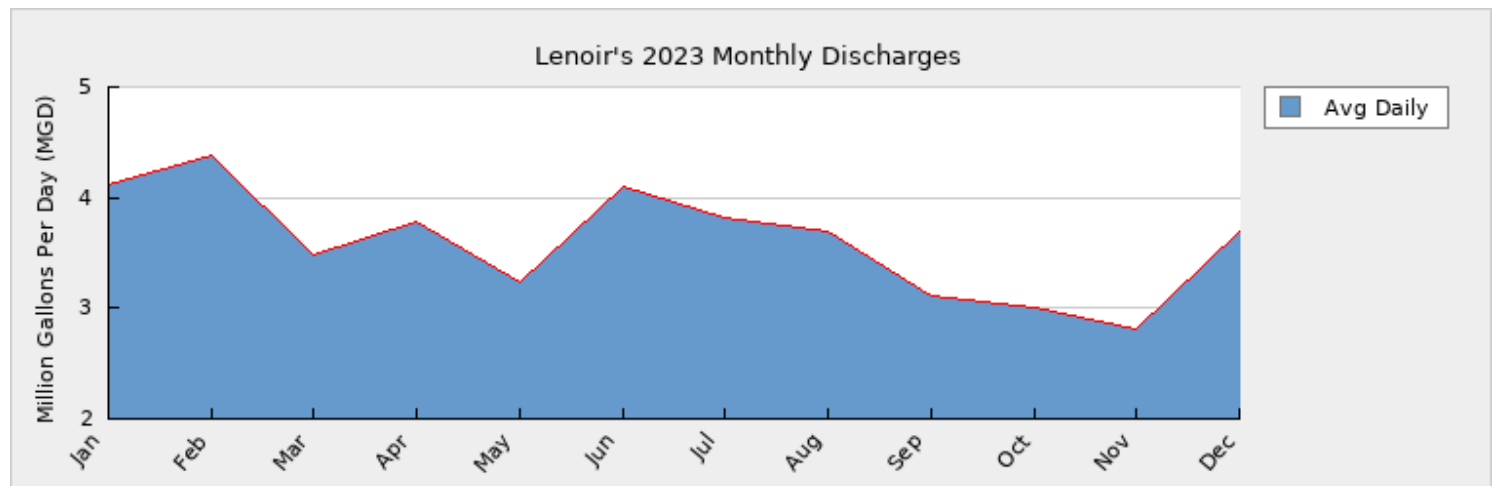
If yes, was any water conservation implemented?

Are peak day demands expected to exceed the water treatment plant capacity in the next 10 years? No

4. Wastewater Information

Monthly Discharges

	Average Daily Discharge (MGD)		Average Daily Discharge (MGD)		Average Daily Discharge (MGD)
Jan	4.1150	May	3.2340	Sep	3.1050
Feb	4.3900	Jun	4.1070	Oct	3.0010
Mar	3.4850	Jul	3.8230	Nov	2.8100
Apr	3.7860	Aug	3.6880	Dec	3.6860



How many sewer connections does this system have? 8,336

How many water service connections with septic systems does this system have? 323

Are there plans to build or expand wastewater treatment facilities in the next 10 years? No

Upgrades to WWTP have been completed as of 2023. To curb inflow and infiltration, some replacement of sewer lines are in the plans for 2024 but no expansions expected.

Wastewater Permits

Permit Number	Type	Permitted Capacity (MGD)	Design Capacity (MGD)	Average Annual Daily Discharge (MGD)	Maximum Day Discharge (MGD)	Receiving Stream	Receiving Basin
NC0023736	WWTP	2.0000	2.0000	1.1400	8.4400	Gunpowder Creek	Catawba River (03-1)
NC0023981	WWTP	6.0000	6.0000	2.3000	6.8900	Lower Creek	Catawba River (03-1)
NC0044164	WTP	0.0000	3.0000	0.1610	1.2250	Lake Rhodhiss	Catawba River (03-1)
WQ0010059	CS	0.0000	0.0000	0.0000	0.0000	Land Application	Catawba River (03-1)

Wastewater Interconnections

Water System	PWSID	Type	Average Daily Amount		Contract Maximum (MGD)
			MGD	Days Used	
Town of Sawmills	01-14-040	Receiving	0.0541	365	0.2500

5. Planning

Projections

	2023	2030	2040	2050	2060	2070
Year-Round Population	22,288	22,640	22,764	22,878	24,022	25,223
Seasonal Population	0	0	0	0	0	0
Residential	1.2630	1.2456	1.2518	1.2581	1.3210	1.3870
Commercial	0.3800	0.3236	0.3252	0.3268	0.3431	0.3603
Industrial	1.3110	1.4291	1.4362	1.4434	1.5156	1.5914
Institutional	0.2970	0.2241	0.2262	0.2283	0.2497	0.2722
System Process	0.7330	0.7300	0.7480	0.7490	0.7500	0.7530
Unaccounted-for	0.3219	0.3900	0.4600	0.5300	0.6000	0.6700

Future Supply Sources

Source Name	PWSID	Source Type	Additional Supply	Year Online	Year Offline	Type
Town of Valdese	01-12-010	Purchase	0.5000	2029		Regular

The City of Lenoir plans to purchase approximately 0.5 MGD from the Town of Valdese once the interconnection is complete, possibly in 2029 but very likely by 2030.

Demand v/s Percent of Supply

	2023	2030	2040	2050	2060	2070
Surface Water Supply	12.0000	12.0000	12.0000	12.0000	12.0000	12.0000
Ground Water Supply	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Purchases	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Future Supplies		0.5000	0.5000	0.5000	0.5000	0.5000
Total Available Supply (MGD)	12.0000	12.5000	12.5000	12.5000	12.5000	12.5000
Service Area Demand	4.3059	4.3424	4.4474	4.5356	4.7794	5.0339
Sales	2.0521	2.4250	1.8250	1.8250	1.8250	1.8250
Future Sales		0.0000	0.0000	0.0000	0.0000	0.0000
Total Demand (MGD)	6.3580	6.7674	6.2724	6.3606	6.6044	6.8589

Demand as Percent of Supply

53%

54%

50%

51%

53%

43

55%



The purpose of the above chart is to show a general indication of how the long-term per capita water demand changes over time. The per capita water demand may actually be different than indicated due to seasonal populations and the accuracy of data submitted. Water systems that have calculated long-term per capita water demand based on a methodology that produces different results may submit their information in the notes field.

Your long-term water demand is **57** gallons per capita per day. What demand management practices do you plan to implement to reduce the per capita water demand (i.e. conduct regular water audits, implement a plumbing retrofit program, employ practices such as rainwater harvesting or reclaimed water)? If these practices are covered elsewhere in your plan, indicate where the practices are discussed here.

Are there other demand management practices you will implement to reduce your future supply needs?

What supplies other than the ones listed in future supplies are being considered to meet your future supply needs?

How does the water system intend to implement the demand management and supply planning components above?

Additional Information

Has this system participated in regional water supply or water use planning? **Yes, We were an original member and still are an active participant in the Catawba Wateree Water Management Group.**

What major water supply reports or studies were used for planning? **The CWWMG master plan was consulted while filling in some planning fields. Western Piedmont Council of Governments future population estimates were used in completing some of the planning sections.**

Please describe any other needs or issues regarding your water supply sources, any water system deficiencies or needed improvements (storage, treatment, etc.) or your ability to meet present and future water needs. Include both quantity and quality considerations, as well as financial, technical, managerial, permitting, and compliance issues:

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

**CITY OF LENOIR
COUNCIL ACTION FORM**

I. Agenda Item: Resolution Authorizing the Lease of City Property for a Term of Ten Years to Bernhardt Transportation, LLC.

II. Background Information: The City has historically (30+ years) leased a portion of the Public Services Facility property located of 510 Greer Circle to Bernhardt Transportation, LLC for their maintenance garage facility.

To provide greater planning, Bernhardt Transportation, LLC has requested the City consider a ten-year lease term. Attached please find a resolution and a draft 10-year lease for your consideration. Highlights of the lease are as follows:

The commencement date of the lease term shall be January 1, 2025 and ending shall be December 31, 2034.

As an inducement for City to enter into this Lease,

- 1) the City retains the exclusive right and option to use the wash bay and equipment in the Garage Building on Wednesday of each week or at other times as the parties may agree.
- 2) Bernhardt Transportation LLC agrees to build at its sole expense (a) a 20'x30' salt shed on the Premises and (b) a 50'x80' trash truck shed on the Lessor's adjacent property, each of which is shown on Exhibit A. Lessor and Lessee agree that the total cost of such construction will be at least \$125,000 and need not exceed \$140,000.
- 3) The City retains the right to have secure storage of new rollout garbage carts on the demised premises. Such secure storage shall be inside an Enclosed Material Storage Trailer (48 ft) which shall be provided by Lessee at no cost to Lessor.
- 4) Lessee shall pay rental to Lessor at a rate of One Thousand Five Hundred (\$1,500.00) Dollars per month or \$18,000.00 per year.

The required 30-day public notice of the proposed lease was published on February 24, 2024 in the Lenoir News-Topic.

III. Staff Recommendation: Recommend approval of a Resolution Authorizing the Lease of City Property for a Term of Ten Years to Bernhardt Transportation, LLC and approval of the lease upon the terms and conditions set forth herein, and authorizes the City Manager, or his Designee, to execute same.

IV. Reviewed By:

City Attorney:

Public Works/Public Utilities Directors:

City Manager: SH

**RESOLUTION AUTHORIZING THE LEASE OF A PORTION OF PROPERTY
LOCATED AT 510 GREER PLACE SW (DESCRIBED IN BOOK 1094, AT PAGE 1690)
TO BERNHARDT TRANSPORTATION, LLC**

WHEREAS, the City of Lenoir (“City”) owns a tract of land, approximately 7.89 acres, with various structures, warehouses and buildings located at 510 Greer Place SW in Lenoir (the “Property”); and

WHEREAS, Bernhardt Transportation, LLC, a North Carolina corporation, has leased a portion of the Property for over the past 30 years on an annual basis, and desires to continue its leasing of a portion of the Property for a parking area, a truck garage, a wash bay, and related uses; and

WHEREAS, North Carolina General Statute §160A-272 gives the City the right and option to lease the Property upon such terms and conditions as it determines provided it also determines the Property will not be needed for the term of the lease and upon resolution adopted at a regular council meeting following thirty 30 days’ public notice; and

WHEREAS, the proposed lease would be for a 10-year term, commencing on January 1, 2025, at a rental rate of \$1,500 per month and ending December 31, 2034; and

WHEREAS, the City will not otherwise need the Property during the proposed term, the required notice has been published, and the City Council is convened in a regular meeting; and

WHEREAS, in consideration of leasing the Property, Bernhardt Transportation, LLC has agreed to lease the property for the aforementioned purpose and pay water and sewer expenses incurred, and the conditions outlined in the attached lease of the Property; and

NOW THEREFORE, BE IT RESOLVED by the City Council for the City of Lenoir that it hereby authorizes the lease of the above referenced Property as follows:

The City Council hereby approves the lease of the Property described above to Bernhardt Transportation LLC upon the terms and conditions set forth herein, and authorizes the City Manager, or his Designee, to execute all instruments necessary for the attached lease in conformity herewith.

Adopted this 2nd day of April, 2024.

Joseph L. Gibbons, Mayor

Shirley M. Cannon, City Clerk

News-Topic

123 Pennton Avenue
Lenoir, N.C. 28645

www.newstopicnews.com

CLASSIFIED

Call to place an ad: 828-610-8220

0200 EMPLOYMENT

LPN or RN Needed in Mulberry area of Wilkes County. Monday, Tuesday, Wednesday, and Thursday nights 11p.m. to 7a.m. Premier Home Care. 828-327-9600. Ask for Tracy or Jeanie.

Needing help from a Medical Field Christian person to run errands. Call 828-754-0202

0700 REAL ESTATE FOR SALE

LOT W/SEPTIC SYSTEM
3212 BERRY CT,
in Gamewell community
Reduced to \$12,000 OBO
If interested,
Text Offer or Inquiry
336-337-5652

0900 LEGALS

NORTH CAROLINA CALDWELL COUNTY

NOTICE TO CREDITORS

THE UNDERSIGNED, having qualified as Administrator of the Estate of Clayton Robbins, Clayton Eugene Robbins, deceased late of Caldwell County, this is to notify all persons, firms, and corporations having claims against said Estate to present them to the undersigned on or before the 12th day of May, 2024 or this Notice will be pleaded in bar of their recovery. All persons indebted to said Estate please make immediate payment to the undersigned.

This the 10th day of February, 2024.

Tammie Robbins,
Administrator
856 Pine Mountain Rd
Hudson, NC 28638
Feb. 10, 17, 24, March 2, 2024

NORTH CAROLINA CALDWELL COUNTY

NOTICE TO CREDITORS

THE UNDERSIGNED, having qualified as Administrator of the Estate of Daniel Ray McCall, deceased late of Caldwell County, this is to notify all persons, firms, and corporations having claims against said Estate to present them to the undersigned on or before the 12th day of May, 2024 or this Notice will be pleaded in bar of their recovery. All persons indebted to said Estate please make immediate payment to the undersigned.

This the 10th day of February, 2024.

Paulette S McCall,
Administrator
1935 Locust Pl SW
Lenoir, NC 28645
Feb. 10, 17, 24, March 2, 2024

NORTH CAROLINA CALDWELL COUNTY

NOTICE TO CREDITORS

THE UNDERSIGNED, having qualified as Executor of the Estate of Donald Cecil Jones, deceased late of Caldwell County, this is to notify all persons, firms, and corporations having

0900 LEGALS

claims against said Estate to present them to the undersigned on or before the 19th day of May, 2024 or this Notice will be pleaded in bar of their recovery. All persons indebted to said Estate please make immediate payment to the undersigned.

This the 17th day of February, 2024.
Judy Kay Jones,
Executor
4032 Stone Creek Ct
Lenoir, NC 28645
Feb. 17, 24, March 2, 9, 2024

NORTH CAROLINA CALDWELL COUNTY

NOTICE TO CREDITORS

THE UNDERSIGNED, having qualified as Executor of the Estate of Faye S McGinnis, deceased late of Caldwell County, this is to notify all persons, firms, and corporations having claims against said Estate to present them to the undersigned on or before the 12th day of May, 2024 or this Notice will be pleaded in bar of their recovery. All persons indebted to said Estate please make immediate payment to the undersigned.

This the 10th day of February, 2024.
Mark W McGinnis,
Executor
1284 39th St SW
Hickory, NC 28602
Feb. 10, 17, 24, March 2, 2024

NORTH CAROLINA CALDWELL COUNTY

Having qualified as Administrator of the estate of Marguerite Grimes, deceased late of Caldwell County, this is to notify all persons, firms and corporations having claims against said estate to exhibit them the said undersigned on or before May 03, 2024, or this Notice will be pleaded in bar of any recovery thereon. All persons indebted to said estate should please make immediate settlement.

This 3rd day of February 2024.

Cheryee White-Shareef
Administrator of the Estate of Marguerite Grimes
762 Kirkland Ave
Hudson, NC 28638

February 3, 10, 17, 24, 2024

NORTH CAROLINA CALDWELL COUNTY

NOTICE TO CREDITORS

The undersigned, having qualified as Executor of the estate of Terry Daniel Harris, deceased late of Caldwell County, this is to notify all person, firms and corporations having claims against said estate to exhibit them to me, on or before May 05, 2024, or this notice will be pleaded in bar of any recovery thereon. All persons indebted to said estate should please make immediate

0900 LEGALS

diat
settlement.

This is the 3rd day of February, 2024

Kimberly Dawn Lambert
Executor of the Estate of
Terry Daniel Harris
2726 Sparks Dr.
Hudson, NC 28638

February 3, 10, 17, 24, 2024

NORTH CAROLINA CALDWELL COUNTY

NOTICE TO CREDITORS

THE UNDERSIGNED, having qualified as Executor of the Estate of Michael Watson, Michael Scott Watson, deceased late of Caldwell County, this is to notify all persons, firms, and corporations having claims against said Estate to present them to the undersigned on or before the 12th day of May, 2024 or this Notice will be pleaded in bar of their recovery. All persons indebted to said Estate please make immediate payment to the undersigned.

This the 10th day of February, 2024.
Stephanie Watson Crowley,
Executor
110 Hoyle St
Morganton, NC 28655
Feb. 10, 17, 24, March 2, 2024

NORTH CAROLINA CALDWELL COUNTY

NOTICE TO CREDITORS

THE UNDERSIGNED, having qualified as Administrator of the Estate of Nick Robert Hendrix, deceased late of Caldwell County, this is to notify all persons, firms, and corporations having claims against said Estate to present them to the undersigned on or before the 19th day of May, 2024 or this Notice will be pleaded in bar of their recovery. All persons indebted to said Estate please make immediate payment to the undersigned.

This the 17th day of February, 2024.
Lori Hendrix,
Administrator
6144 Waterfalls Rd
Lenoir, NC 28645
Feb. 17, 24, Feb. 2, 9, 2024

Public Notice – Intent to Lease City Property

The City Council of the City of Lenoir intends to enter into a lease of the following city-owned property: A portion of the improvements and lands described in Book 1094, at Page 1690, of the Caldwell County Registry and located northwest of the Public Works/Public Utilities Office Building located at 510 Greer Circle and including the truck garage/wash bay and the rear parking area, but excluding the oil containment building. The City intends to lease the above described property to Bernhard Transportation, LLC, a North Carolina corporation, who has leased this property

0900 LEGALS

for over the past 30 years on an annual basis, and desires to continue its leasing the property for a parking area, a truck garage, a wash bay, and related uses. The proposed lease would be for a 10-year term, commencing on January 1, 2025, at a rental rate of \$1,500 per month and ending December 31, 2034. Further, as an inducement for City to enter into this Lease, (1) the City retains the exclusive right and option to use the wash bay and equipment in the Garage Building on Wednesday of each week or at other times as the parties may agree; 2) Bernhardt Transportation LLC agrees to build at its sole expense (a) a 20'x30' salt shed on the premises and (b) a 50'x80' trash truck shed on the City's adjacent property, with a total cost of such construction of at least \$125,000 and need not exceed \$140,000; and 3) The City retains the right to have secure storage of rollout garbage carts on the premises in an Enclosed Material Storage Trailer (48 ft.) which shall be provided by Bernhardt Transportation LLC at no cost to City.

All persons interested in this lease are invited to attend the meeting of the City Council to be held in the City/County Chambers at 905 West Ave. NW, Lower Level, at 6:00 p.m. on Tuesday, April 2, 2024. At that time the board intends to authorize the lease of the property described above.

Shirley Cannon
City Clerk
City of Lenoir
Feb. 24, 2024

PUBLIC NOTICE: TowerCo on behalf of Celco Partnership d/b/a Verizon Wireless (Verizon) is proposing to build a 195-foot monopole Telecommunications Tower. Anticipated lighting application is medium intensity dual red/white strobes. The site is located at 4548 Grace Chapel Road, Granite Falls, Caldwell County, North Carolina 28630 (35° 48' 54.947" North, 81° 21' 53.378" West). The Federal Communications Commission (FCC) Antenna Structure Registration (ASR, Form 854) filing number is A1277266.

ENVIRONMENTAL EFFECTS – Interested persons may review the application (www.fcc.gov/asr/applications) by entering the filing number. Environmental concerns may be raised by filing a Request for Environmental Review (www.fcc.gov/asr/environmentalrequest) and online filings are strongly encouraged. The mailing address to file a paper copy is: FCC Requests for Environmental Review, Attn: Ramon Williams, 45 L Street NE, Washington, DC 20554. Reference Terracon Project No. 49247030.
Feb. 24, 2024

0900 LEGALS

NORTH CAROLINA CALDWELL COUNTY

NOTICE TO CREDITORS

THE UNDERSIGNED, having qualified as Executor of the Estate of Regina Renae Horne, deceased late of Caldwell County, this is to notify all persons, firms, and corporations having claims against said Estate to present them to the undersigned on or before the 12th day of May, 2024 or this Notice will be pleaded in bar of their recovery. All persons indebted to said Estate please make immediate payment to the undersigned.

This the 10th day of February, 2024.
Paul Lyndon Horne,
Executor
2571 Campground Rd
Granite Falls, NC 28630
Feb. 10, 17, 24, March 2, 2024

NORTH CAROLINA CALDWELL COUNTY

NOTICE TO CREDITORS AND DEBTORS

in the ESTATE OF
JUDY GALLO STEELE
24 E 103

The undersigned, Christine Marie Gates and Regina Leah Parker, having qualified as Co-Executors of the Estate of JUDY GALLO STEELE, deceased, of Caldwell County, North Carolina, hereby notifies all persons having claims against said estate to present them to the undersigned on or before May 11, 2024, or this notice will be pleaded in bar of their recovery. All persons indebted to said estate will please make immediate payment to the undersigned.

This the 8th day of February, 2024.

Christine Marie Gates and Regina Leah Parker,
Co-Executors
c/o Warren T. Daniel,
Attorney
Daniel Law Firm, P. A.
P. O. Drawer 1825
Morganton, NC 28680-1825
Feb. 10, 17, 24, March 2, 2024

NORTH CAROLINA CALDWELL COUNTY

NOTICE TO CREDITORS

The undersigned, having qualified as Executor of the estate of Cleo Story Triplett, deceased late of Caldwell County, this is to notify all person, firms and corporations having claims against said estate to exhibit them to me, on or before May 05, 2024, or this notice will be pleaded in bar of any recovery thereon. All persons indebted to said estate should please make immediate settlement.

This is the 3rd day of February,

0900 LEGALS

2024

Tilda Triplett Harris
Executor of the Estate of
Cleo Story Triplett
2022 Baton School Rd
Lenoir, NC 28645

February 3, 10, 17, 24, 2024

NORTH CAROLINA CALDWELL COUNTY

NOTICE TO CREDITORS

Having qualified as Executor of the Estate of WILLIAM CLINTON WALSH, deceased, late of Caldwell County, North Carolina, notice is hereby given to all persons having claims against said estate to present them to the undersigned on or before May 3, 2024 or this notice will be pleaded in bar of their recovery. All persons indebted to said estate are requested to make prompt settlement.

This the 3rd day of February, 2024.

BRENDA M. HAIGLER
Executor of the Estate of
WILLIAM CLINTON WALSH
c/o Angela P. Clark
Clark & Clark, P.A.
205 Ridge Street, NW
Lenoir, NC 28645
(828) 754-4266

February 3, 10, 17, 24, 2024

NOTICE TO CREDITORS

Having duly qualified as Administrator of the Estate of Jerry Wesley Watson, II, deceased, before the Clerk of Superior Court of Caldwell County, File # 24-E-69, this is to notify all persons indebted to said estate to make immediate payment to the undersigned Administrator. All persons holding claims against said estate will present the same for payment to said Administrator on or before the 3rd day of May, 2024, or this notice will be pled in bar of their recovery.

This the 3rd day of February, 2024

Jerry Wesley Watson, III,
Administrator
315 C. Street
Tumwater, WA 98512
N. Kyle Hicks, Attorney
HICKS, PREDDY & WASHBURN, PC
111 Gilliam Street
P. O. Box 247
Oxford, NC 27565
Telephone: (919) 693-8161

February 3, 10, 17, 24, 2024



Prepared by: Wilson, Lackey, Rohr & Hall, P.C.

STATE OF NORTH CAROLINA

COUNTY OF CALDWELL

LEASE AGREEMENT

This Lease Agreement, made and entered into this ____ day of _____, 2024, by and between CITY OF LENOIR, a North Carolina municipal corporation of Caldwell County, North Carolina, (hereinafter called "Lessor"), and BERNHARDT TRANSPORTATION, LLC, a North Carolina limited liability company, with its principal office located in Lenoir, Caldwell County, North Carolina, (hereinafter called "Lessee");

1. Demise of Premises. Lessor leases unto Lessee the real property and the building thereon (hereinafter called "Premises") which is located in the City of Lenoir, Caldwell County, North Carolina, subject to the Reservations set forth herein, and described more particularly as follows:

A portion of the improvements and lands described in Book 1094, at Page 1690, and located northwest of the Public Works/Public Utilities Office Building and including the paved parking areas, the truck garage and wash bay and the rear parking area, but excluding the oil containment building. The leased area is shown as the white dotted area on the attached "Proposed New Facility Map Bernhardt Lease City of Lenoir," incorporated herein by reference and referred to hereafter as "Exhibit A."

Lessor will use the Premises for maintenance of trucks, trailers, and equipment necessary for its fleet operations and for no other purpose.

2. Term of Lease. The term of this Lease is from January 1, 2025 until December 31, 2034. If either party requests, the parties will execute a short-form Memorandum of Lease in recordable form containing such matters as the parties may agree upon but including at a minimum the commencement and expiration dates.

A. As an inducement for Lessor to enter into this Lease, Lessee agrees to build at its sole expense (a) a 20'x30' salt shed on the Premises and (b) a 50'x80' trash truck shed on the Lessor's adjacent property, each of which is shown on Exhibit A. Lessor and Lessee agree that the total cost of such construction will be at least \$125,000 and need not exceed \$140,000. The minimum specifications for each shed are shown on the attached Exhibit B. Prior to construction Lessee will provide the plans for the construction of the two structures to Lessor for its approval. Lessee is to begin construction on the two structures within 6 months of Lessee's execution of this lease. The two structures will be the Lessor's property.

B. This lease is subject to certain Reservations by Lessor as set forth below:

i. Lessor retains the exclusive right and option to use the wash bay and equipment in the truck garage and wash bay on Wednesday of each week or at other times as the parties may agree. Lessee agrees to not interfere with Lessor's use of the truck garage and wash bay premises on Wednesdays. Lessor staff will exercise due care and diligence in the use of the wash bay.

ii. Lessor retains the right to have secure storage of new rollout garbage carts on the demised premises. Such secure storage must be inside a standard storage trailer at least 48 feet long (rather than the "40' x 20'" dimensions shown on Exhibit A) which Lessee will provide to Lessor at no cost to Lessor and which will be Lessor's property. Lessee will put the storage trailer in place within 60 days of Lessee's execution of this lease.

3. Rentals. Lessee will pay rent to Lessor of \$1,500.00 per month. Rent is due and payable in advance on the first day of each month.

In addition, Lessee will carry at its own expense policies of property insurance with extended coverage insuring Lessee's personal property located on the premises against loss or damage to its furnishings, fixtures, inventory, equipment and other property situated or placed upon, in or about the Premises with companies and in amounts acceptable to itself.

4. Acceptance of Premises. Lessee acknowledges that the act of taking possession of the premises constitutes acceptance thereof and conclusive evidence that Lessee has inspected and examined the entire premises and utility installations and that the same were, and are, in good and satisfactory condition, and Lessee accepts the same "as is".

5. Assignment or Subletting. Lessee does not have the right to assign the Lease or to sublet the Premises in whole or in part without the prior written consent of Lessor. As Lessee is an entity, the passage of control of Lessee to parties other than those who presently control Lessee as of the date of this Agreement constitutes an assignment of this Lease.

6. Compliance with Legal Requirements. Both parties will comply with all the legal requirements of any governmental or quasi-governmental body including City, County, State or Federal boards having jurisdiction thereof, respecting any operation conducted or any equipment, installations or other property placed upon, in or about the Premises. Both parties will neither create nor permit the creation of any nuisance upon, in or about the Premises, and neither will not make any offensive use thereof.

7. Utilities. Lessee will pay for all water and sewer services consumed or used on the Premises. Lessor will pay for electricity and gas service to the premises. The lack of availability or failure of utility service will not be deemed constructive eviction.

8. Additions, Alterations, Changes and Improvements. Lessee will not make nor have the right to make any alterations, changes, or improvements, structural or otherwise, in or to the Premises without Lessor's prior written consent. If such consent is given, Lessee will make all such alterations, changes and improvements in a workman-like manner, will promptly pay for them, and will not allow any liens to attach either to the Premises or to Lessor's interest therein, and they become the property of Lessor. Lessor may require Lessee to provide such assurances as Lessor reasonably requires (such as bonds, escrows, etc.) to protect Lessor against unpaid-for work.

9. Repairs. Lessor is not responsible for making any repairs including structural repairs and repairs of a capital nature to the exterior walls and to the roof. Lessee at its own expense will keep and maintain all the premises and all parts and systems thereof including all repairs to windows and/or plate glass, and all utility installations and equipment (including repairs of a capital nature), in good maintenance, replacement and repair, properly painted and decorated. Lessee will ensure that all repairs will be performed in a prompt, workman-like manner, will promptly pay for them, and will not allow any liens to attach either to the Premises or to Lessor's interest therein. Other than as specifically stated herein, Lessor has no obligation to make any repairs.

10. Safe and Sanitary Conditions. Lessee will not permit, allow, or cause any act or deed to be performed upon, in or about the premises which will cause or be likely to cause injury to any person or to the Premises, the building or improvements located thereon, or to any adjoining property. Lessee will at all times keep the premises in a neat and orderly condition and the premises and the entryways, parking areas, sidewalks, and delivery areas adjoining the premises clean and free from rubbish, dirt, snow, standing water, and ice.

11. Trade Fixtures. Lessee is permitted to install trade fixtures on the premises. In addition, Lessee is permitted to remove said trade fixtures installed during the term of this lease from the premises upon the termination of this Lease Agreement; provided that if Lessee does remove its trade fixtures, it will return the Premises to the same condition as existed at the time of the original entry, ordinary wear and tear excepted. This provision is not intended to allow Lessee to remove approved structural improvements by Lessee to the Premises. All such improvements belong to Lessor at the termination of the lease and are not to be removed or damaged by Lessee's removal of its trade fixtures. If Lessee does not remove the trade fixtures at termination, Lessor has the option either to declare such fixtures abandoned, at which point they become the Lessor's property, or to

demand that Lessee remove the same at its expense, returning the Premises to the condition required herein.

12. Lessor Not Liable for Damages or Injuries. Lessor is not responsible to Lessee or any other person, firm, partnership, association, or corporation for damages or injuries by virtue of or arising out of burst water pipes, leaks from sprinkler or air conditioning systems, leaks from the roof, or by virtue of earthquakes, riots, windstorms, overflow of water from surface drainage, rains, water, fire or by the elements or acts of God, or by the neglect of any person, firm, partnership, association or corporation. Lessee will indemnify and hold Lessor harmless from any and all claims for damages to person or property to the full extent permitted by law.

13. Indemnification and Insurance. To the extent permitted by North Carolina law, each party will indemnify and hold the other party harmless from the claims of any and all persons, firms, partnerships, associations, or corporations for personal injury and damage to property arising out of or in connection with the party's use and occupancy of the Premises. In addition, Lessee must and will carry public liability insurance in the minimum amount of \$1,000,000.00 bodily injury per occurrence, and \$500,000.00 property damage per occurrence. Lessee will deliver annually to Lessor a memoranda of the policy of such coverage with a company satisfactory to Lessor and which names Lessor as additional insured therein.

14. Fire or Casualty. If, during the term of this lease, the Premises are partially destroyed by fire or other casualty, Lessee has the right to terminate this Lease Agreement. If Lessee does not exercise this option, Lessor may in its sole discretion effect the required repairs and reconstruction of the Premises. If Lessor elects to make the repairs or reconstruction, during such time as said repairs or reconstruction are being made, the rentals hereinabove provided will not abate. Any other provisions contained herein notwithstanding, Lessor is required and obligated to effect repairs or reconstruction only to the extent of any sums of money, if any, which Lessor receives under insurance coverage as a direct result of said fire or other casualty.

15. Waiver of Subrogation. Neither Lessee nor anyone claiming by, through, under, or on Lessee's behalf may have any claim, right of action, or right of subrogation against Lessor based upon any loss caused by fire, explosion or any other casualty (not limited to the foregoing) relating to the premises or any property upon, in or about the Premises, whether such fire, explosion or casualty arises from the negligence of Lessor, its agents, representatives or employees, or otherwise.

16. Subordination to Mortgages. This Lease Agreement and the rights of Lessee are subordinate to and will be subordinate to the lien of any mortgage or deed of trust (hereafter called "Mortgage") whether such Mortgage is a lien on the Premises or hereafter becomes a lien on the Premises and no further agreements or

documents are to be required to render this Lease and Lessee's rights subordinate to such Mortgage. Lessee will at all times upon request of Lessor promptly furnish documents stating that this lease is in full force and effect, that no defaults of Lessor exist, and such other matters as are customarily contained in what is known as an "estoppel letter" or a "good-standing letter". Should Lessee fail to deliver such documents within 10 days of Lessor's request therefor, Lessor may be deemed Lessee's attorney-in-fact for the purpose of executing such documents in the name of Lessee.

17. Inspection. Lessor has the right at all reasonable times to enter and inspect the Premises.

18. Condition of Premises Upon Termination. Upon the termination of this Lease Agreement, Lessee will return the Premises to Lessor substantially in the same condition as when received, ordinary wear and tear and approved improvements excepted.

19. Holding Over. In the event Lessee remains in possession after the expiration of the Term without the execution of a new lease, Lessee will not acquire any right, title, or interest in or to the Premises. In such event, Lessee will occupy the Premises as a tenant from month-to-month and will otherwise be subject to all of the conditions, provisions and obligations of this Lease agreement insofar as the same is applicable.

20. Default. Each of the following events constitutes a default or breach of this lease by Lessee:

A. The filing of a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act or the making of general assignment for the benefit of creditors.

B. Involuntary proceedings under any bankruptcy or insolvency act instituted against Lessee, or if a receiver or trustee is appointed for all or substantially all of the property of Lessee and such proceedings are not dismissed, or the receivership or trusteeship vacated within 10 days after the institution or appointment;

C. Failure to pay rent when the same becomes due and a continuing failure to pay rent for 10 days after notice thereof from Lessor to Lessee. For these purposes, all funds due from Lessee constitute rental whether denominated as rental or otherwise elsewhere herein;

D. If Lessee fails to fully perform and comply with each and every condition and covenant of this Lease Agreement, and such failure of performance continues for a period of 30 days after notice thereof;

E. If Lessee vacates or abandons the Premises;

F. If the interest of Lessee is transferred, levied upon, or assigned to any other person, firm, or corporation whether voluntary or involuntary except as herein permitted;

21. Remedies In Event of Default. In the event of any default hereunder as set forth in the foregoing section, Lessor is entitled to re-enter and re-take the Premises and exercise all its rights under the laws of the State of North Carolina.

22. Breach. Upon any breach hereof, regardless of what such breach is or if such breach becomes an "event of default," either party is to be reimbursed by the other party for any reasonable attorney's fees incurred in connection with such breach.

23. Waiver. No failure to exercise any rights hereunder to which Lessor is entitled will be deemed a waiver of the right to subsequently exercise same. Lessee will gain no rights nor become vested with any right to remain in default under the terms hereof by virtue of Lessor's failure to timely assert rights. No waiver of an acceleration of rentals, regardless of how often occurring, which Lessor chooses to ignore by thereafter accepting rental or other performance by Lessee will constitute a waiver of the right to thereafter accelerate rentals.

24. Law Applicable. This Lease is entered into in North Carolina and is to be construed under the laws, statutes, and ordinances of such jurisdiction.

25. Severability. The provisions hereof are independent covenants and should any provision or provisions contained in this Lease be declared by a court or other tribunal of competent jurisdiction to be void, unenforceable or illegal, then such provision or provisions are severable and the remaining provisions remain at Lessor's option to be in full force and effect.

26. Easements, Restrictions and Right of Way. Lessor rents the Premises subject to all easements, restrictions, and right of way legally affecting the Premises.

27. Binding Effect and Complete Terms. The terms, covenants, conditions and agreements herein contained are binding upon and inure to the benefit of and may be enforceable by the parties and their respective heirs, successors, and assigns. All negotiations and agreements of Lessor and Lessee are merged herein. No modification hereof or other purported agreement of the parties is enforceable unless the same is in writing and signed by the parties.

28. Rental Payments. All rental payments, unless otherwise designated in writing, are to be made to Lessor at such place as Lessor may from time to time designate in writing.

29. Lessor's Performance of Lessee's Covenants. Should Lessee, after seven days' notice from the Lessor, fail to do any of the things required to be done by it under the provisions of this Lease, Lessor, in addition to any and all other rights and remedies, may (but is not required to) do the same or cause the same to be done, and the amount of any money expended by Lessor in connection therewith constitutes additional rental due from Lessee to Lessor payable as rental on the next date for payment of rentals following the expenditure.

30. Covenant of Title and Quiet Enjoyment. Lessor covenants and warrants to Lessee that it has full right and lawful authority to enter into this Lease for the term hereof and provided Lessee is not in default hereunder, and no one claiming through Lessor will disturb Lessee's quiet and peaceable enjoyment of the Premises.

31. Construction. This Lease Agreement is not to be construed more strictly against either party regardless of which party is responsible for the preparation of the same.

32. Notice. Any notice to a party to this lease is to be given at the following address:

Lessor:

City of Lenoir
Attn: City Manager
Post Office Box 958
Lenoir, North Carolina 28645
Shildebran@CI.LENOIR.NC.US

Lessee:

Bernhardt Transportation, LLC
Attn: Kevin McDougall, General Counsel
1839 Morganton Blvd.
Lenoir, North Carolina 28645
Kevinmcdougall@bernhardt.com

IN WITNESS WHEREOF, the parties have signed and sealed this Lease Agreement, this day and year first above written.

LESSOR:

CITY OF LENOIR, (SEAL)
a North Carolina municipal corporation

By: _____
Scott Hildebran, Manager

LESSEE:

BERNHARDT TRANSPORTATION, LLC (SEAL)

By: _____
Title:

Proposed New Facility Map

Bernhardt Lease

City of Lenoir

Exhibit A

Legend

- Not leased by Bernhardt
- Leased by Bernhardt
- City of Lenoir Parcels

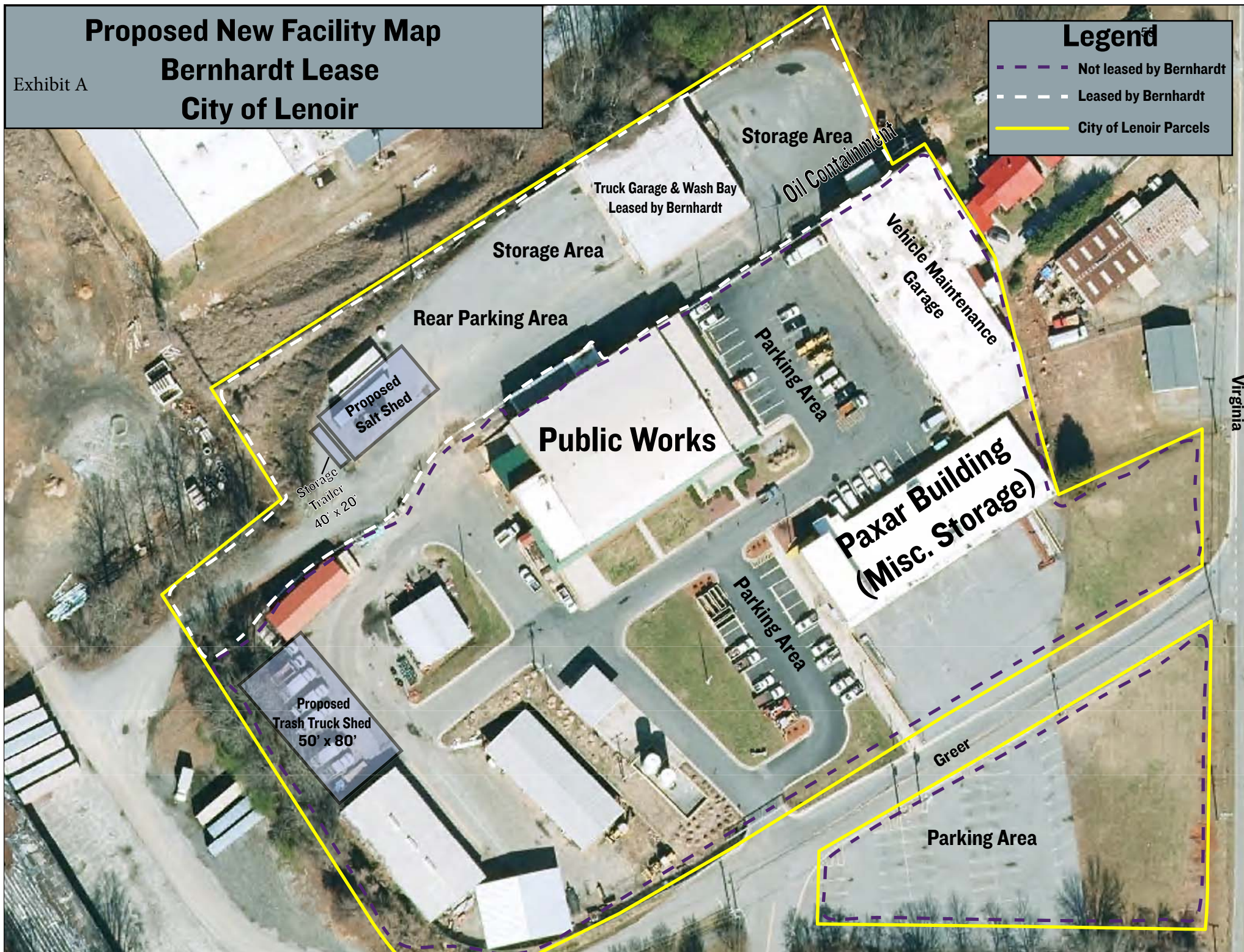


Exhibit B

Salt Shed: (Approx. 20' x 30')

- Wood Pole and Roof Framing construction
- Sloped Flat Roof
- 7/16" OSB Roof Materials
- High Temp Ice & Water Shield
- Galvalume Roofing and Trim Materials
- Exterior Aluminum Siding Materials on (3) sides for weatherproofing
- (9) 72" x 24" x 24" Concrete Blocks along back wall for scooping salt

Trash Truck Shed: (Approx. 50' x 80')

- Steel Pole and Truss construction
- 7/16" OSB Roof Materials
- High Temp Ice & Water Shield
- Galvalume Roofing and Trim Materials

Exclusions:

- Concrete and/or asphalt floors
- Lighting and/or Power Circuits
- Site Grading
- Gutters and/or downspouts

CITY OF LENOIR
COUNCIL ACTION FORM

I. Agenda Item:

Engineering Services Contract: Lenoir Gateway Phase III

II. Background Information:

The City of Lenoir contracted with Destination by Design a multi-disciplinary economic development firm located in Boone, North Carolina to provide design, bid administration and construction oversight for the Lenoir Gateway (Sign) Project (Phase I) and Vehicular Wayfinding Project (Phase 2). Phase III of the project consists of the survey, design, encroachment, bidding and construction administration for the three (3) remaining minor gateway signs located on (1) US321 and NC18 (2). Destination by Design has proposed providing design and project management services for \$113,500.00 plus 4% of construction cost.

III. Staff Recommendation:

This is Phase III of the Lenoir Gateway Project. Staff recommends approving the contract with Destination by Design for \$113,500 plus 4% of construction cost in order to move forward with implementation of Phase III.

IV. Reviewed By:

City Attorney:

Public Works/Public Utilities Director: JH

City Manager:

City of Lenoir

Gateway Sign Design, Bidding, and Construction Phase Services Agreement

THIS AGREEMENT entered into this ____ day of _____, 2024, by the City of Lenoir, referred to as “City” or “Owner” and Destination by Design Studios, PLLC (DbD), referred to as “DbD” or “Design Team” or “Consultant.”

1.0 Project Description and Location

1.1 The City wishes to develop bid ready construction documents for a three (3) city gateway signs (see Exhibit A: Project Study Areas) in accordance with the completed sign developed by DbD.

1.2 DbD shall be responsible for the appropriate management of the project including any necessary sub-consultants, correspondence, project materials distribution, and scheduling.

1.3 The intent of the project is to utilize the services of the Design Team for the duration of the project development. Additional assignments, above and beyond those listed 2.0 below, may be added to the scope of services, schedule, and fees at the discretion of the City.

2.0 Scope of Work

Task 1: Site Visit & Project Management. Meet on site with City officials to review exact signage locations, constraints, and electric connections. Coordinate with appropriate subconsultants.

Task 2: Survey Specs & Coordination. City of Lenoir to provide surveys to DbD for each site. DbD to provide survey specs, assist with procuring a surveyor & survey review, and coordination w/ surveyor.

Task 3: Design Intent. Develop a revised signage design intent for each of the signage locations based on clear NCDOT traffic report/ recovery analysis, size constraints, and other site suitability factors.

Task 4: NCDOT Gateway Review/ Encroachment and Traffic Report. Develop a traffic engineering report for each of the three (3) sign locations. Submit the report to NCDOT along with the revised design intent for each sign. Ensure concurrence with NCDOT and obtain all necessary encroachment permits.

Task 5: Signage Construction Specifications. Provide signage details that provide sufficient design intent necessary to obtain construction bids from licensed contractors. Provide scaled elevations, specified materials, and print ready adobe illustrator files. Provide structural details (sub-contractor: Arete Engineering) including footers, hardware, and wind load considerations. Provide electrical engineering details (sub-contractor: Allied Engineering) including a new meter service, panel, and signage lighting. Develop a landscaping plan in accordance with City direction. Irrigation design is not included within this scope, but may be included at one or more of the signage locations for a price to be determined based on specific environmental and site location factors.

Task 6. Bidding and Construction Phase Services/ Contract Administration. Obtain competitive bids for construction. Develop all specifications and advertise bid. Answer any questions from contractors during the bidding process and provide any necessary bidding addendum. Make a recommendation to the City for contractor selection. DbD shall advise and consult with the City during the Construction Phase. DbD shall have authority to act on behalf of the City only to the extent provided in this Agreement. DbD shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with facility construction, nor shall DbD be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. DbD shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. DbD's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date that DbD issues the final Certificate for Payment. Contract Administration services include a preconstruction meeting, evaluations of work at monthly on-site progress meetings, certificates for payment to contractor, submittal review, minor changes to work, substantial completion, and punch lists. It is anticipated these services will be provided over a 6 month construction timeline. Should the Contractor fail to perform the work within the construction timeline, additional contract administration services will be billed at hourly rates found in Section 3.2.

3.0 Schedule of Fees, Reimbursable Expenses, and Hourly Rates

3.1 The fees below are lump sum and in accordance with the Scope of Services identified in 2.0 above, barring substantial change in the project budget, scope of service, or schedule.

The following services are for all three (3) locations as noted on Exhibit A: Project Study Areas

Task 1: Site Visit & Project Management	\$ 2,000
Task 2: Survey Specs & Coordination	\$ 3,500
Task 3: Revised Design Intent	\$ 12,000
Task 4: NCDOT Gateway Review/ Encroachment and Traffic Report (x 3 locations)	\$ 30,000
Task 5: Signage Construction Specifications (structural, electrical, landscape X 3 locations)	\$ 66,000
Task 6: Bidding and Contract Administration	4% of final construction cost

Total Fee: \$113,500 + 4% of construction cost

3.2 Hourly Rates

If requested in writing by the Owner, DbD shall provide additional services at the hourly rates listed below.

1.	Principal/ Professional Engineer/ Landscape Architect	\$ 195/hour
2.	Senior Planner/Landscape Designer	\$ 165/hour
3.	Administrative	\$ 75/hour

4.0 Payment Schedule

4.1 Upon contract execution, the Consultant shall be paid a 15% deposit and then subsequently submit monthly or bi-monthly billings in accordance with project progress. Invoices shall not exceed the amounts listed for each phase or total lump sum fee, unless approved in advance by the Owner. The Consultant shall be paid within thirty (30) days of receipt of a detailed invoice.

4.2 Consultant's services under the phases listed in 2.0 above, shall each be considered complete at the earlier of: 1) the date when the submissions for that phase have been accepted by the Owner; or 2) fourteen (14) days after the date when such submissions are delivered to the Owner for final acceptance.

4.3 DbD or the Owner shall be allowed to renegotiate this Agreement upon substantial change in the project budget, scope of service, or schedule.

4.4 Hourly rates to be in effect until December 31, 2026.

5.0 Abandonment of Improvements

If the Owner finds it necessary to abandon the project, the Consultant shall be given seven (7) days written notice and compensated for all work completed under 2.0 above and according to the schedule of payments designated under 3.0 above. Scheduled items not completed but upon which work has been performed, shall be paid for upon the basis of estimated extent of completion.

6.0 Indemnification

Owner and Consultant each agree to indemnify and hold harmless the other, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Owner and Consultant, they shall be borne by each party in proportion to its negligence.

7.0 Ownership of Documents

7.1 The Consultant shall be deemed the author and owner of all deliverables provided to the Owner, including but not limited to plans, drawings, specifications, Construction Documents, displays, graphic art, photographs, and other images and devices of any medium, including electronic data or files, which are developed, created, or derived pursuant to this Agreement by the Consultant (collectively, the "Deliverables").

7.2 Subject to payment by the Owner of all fees and costs owed to the Consultant, the Consultant grants to the Owner a nonexclusive license to reproduce the Design Materials solely for the construction and use of the Project. Termination of this Agreement prior to the completion of the Project shall terminate this license; all Design Materials and copies thereof in the Owner's possession or control shall be returned to the Consultant within 21 days of the notice of termination.

7.3 The Owner, to the fullest extent permitted by law, shall indemnify and hold harmless the Consultant for any Costs, including legal fees or defense costs, liability or loss, which result from any unauthorized modification of the Deliverables or the use of the Deliverables for any purpose other than the Project.

- 7.4 In the event this Agreement is terminated prior to the completion of the Project, the Consultant shall have no Liability to the Owner or to anyone claiming through the Owner for any claims, liabilities, or damages resulting from the use, misuse, or modification of the Deliverables without the Consultant's approval, and the Owner agrees to indemnify and defend the Consultant against all such claims.

8.0 Other Parties

It is mutually agreed that this Agreement is not transferable by either signatory to a third party without the consent of the other principal party. Plans and specifications are instruments of service and remain the property of the Consultant.

9.0 Termination

This Agreement shall be terminated at any time by the Owner or the Consultant upon giving written notice. Termination by the Owner shall comply with 5.0 above. This Agreement, unless previously terminated by written notice, shall be terminated by the final payment for the finished work.

10.0 Severability

If any term or provision of this Agreement shall be found to be invalid or unenforceable, the remaining provisions shall, to the fullest extent permitted by law, remain in full force and effect.

11.0 Governing Law

This Contract shall be construed in accordance with the laws of the State of North Carolina.

12.0 Complete Agreement

This Agreement represents the entire understanding between the Owner and the Consultant and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement only may be amended in writing signed by both the Owner and the Consultant.

13.0 Signatures

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

City of Lenoir

Signature

Title

Date

Destination by Design Studios, PLLC

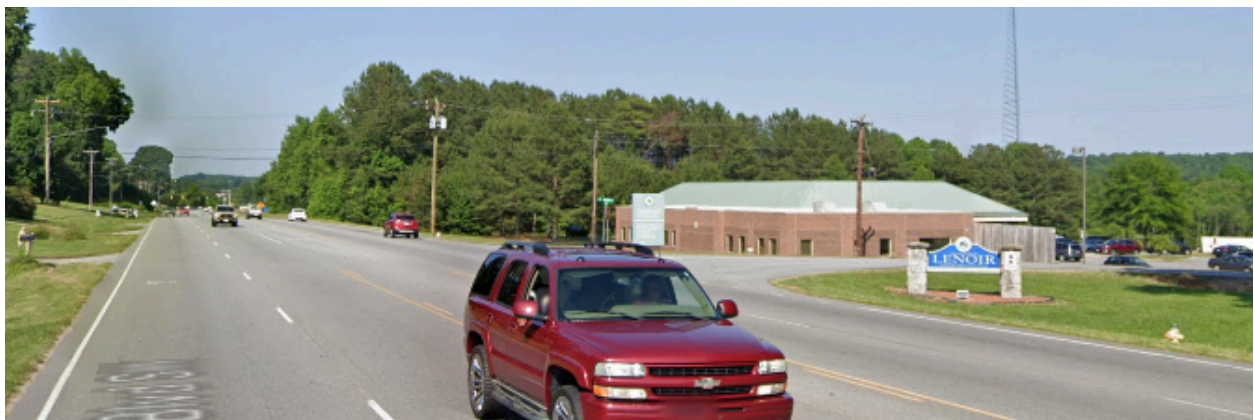
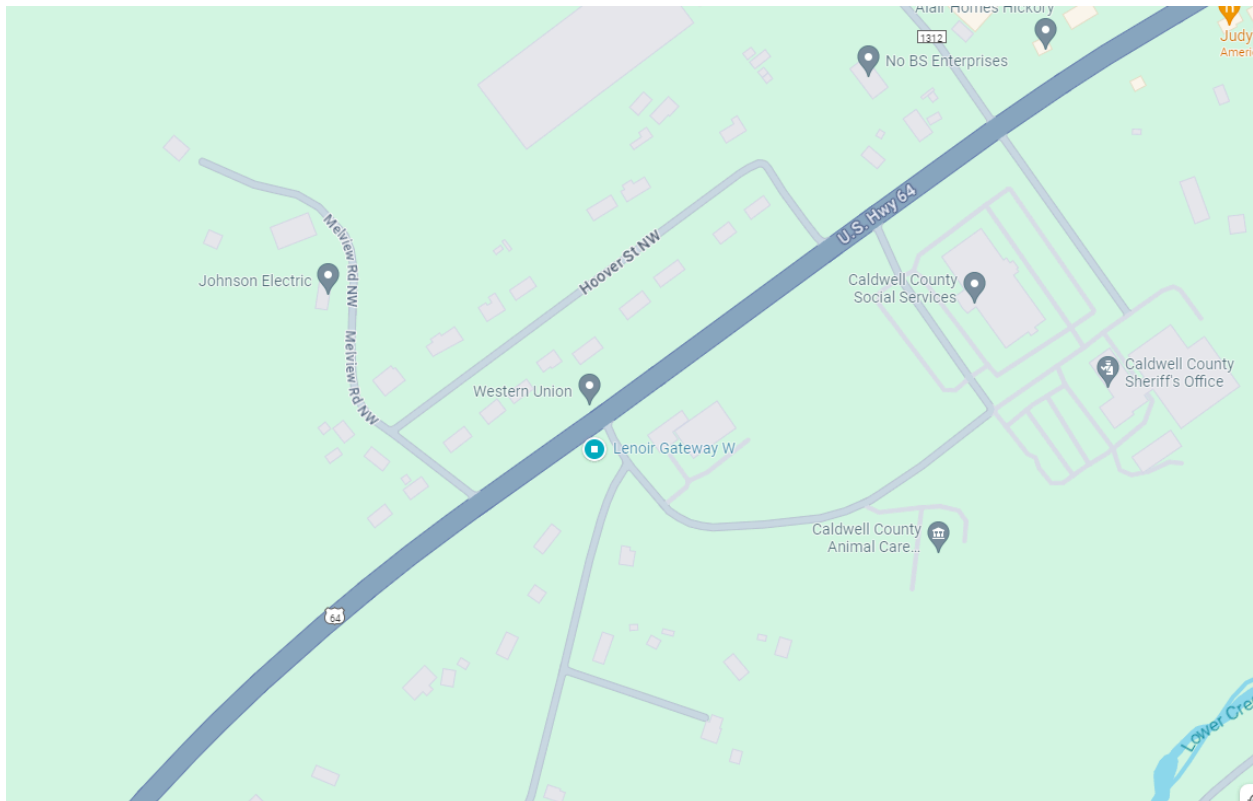
Signature

Title

Date

Exhibit A: Phase 2 Locations (1 of 3)

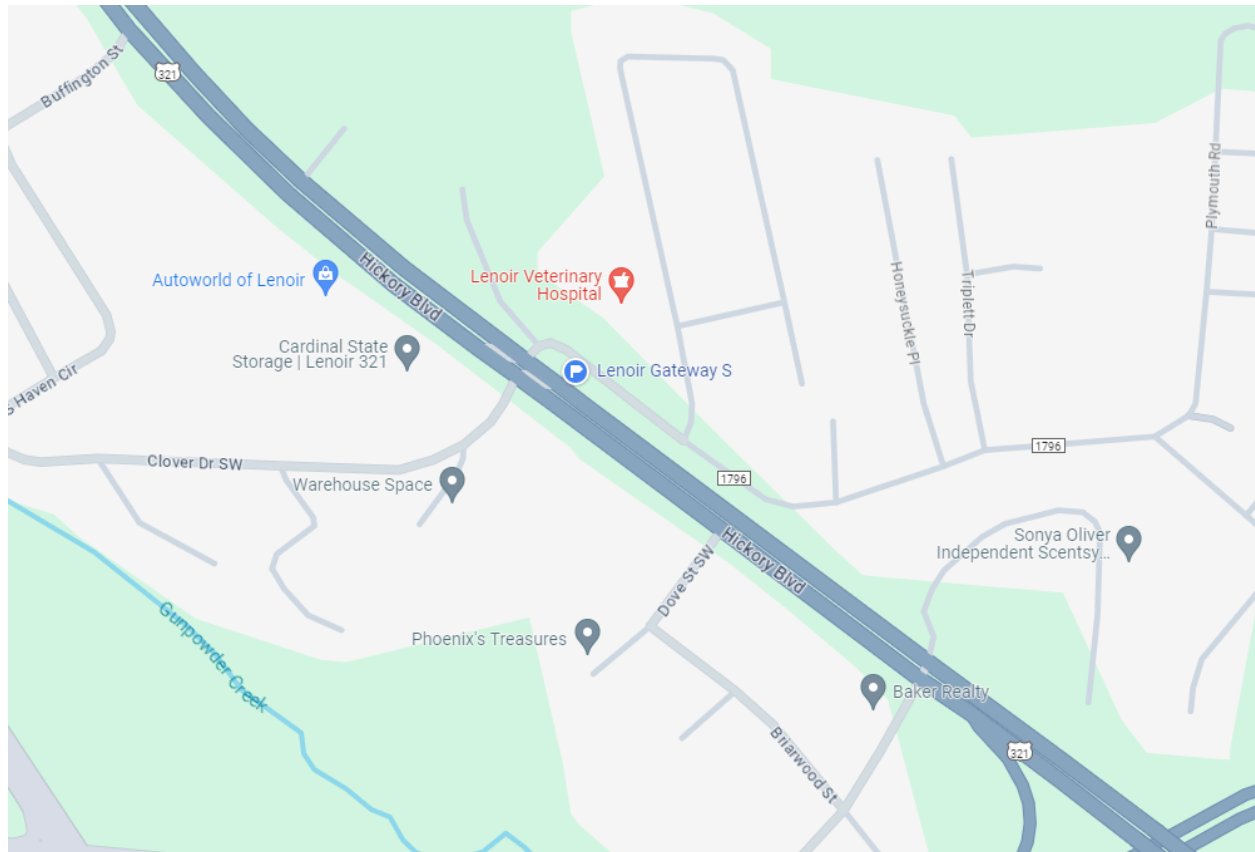
Lenoir Gateway West



Lenoir Gateway Signage Design, Bidding, and Contract Administration (x 3 Sign Locations)

Exhibit A: Phase 2 Locations (2 of 3)

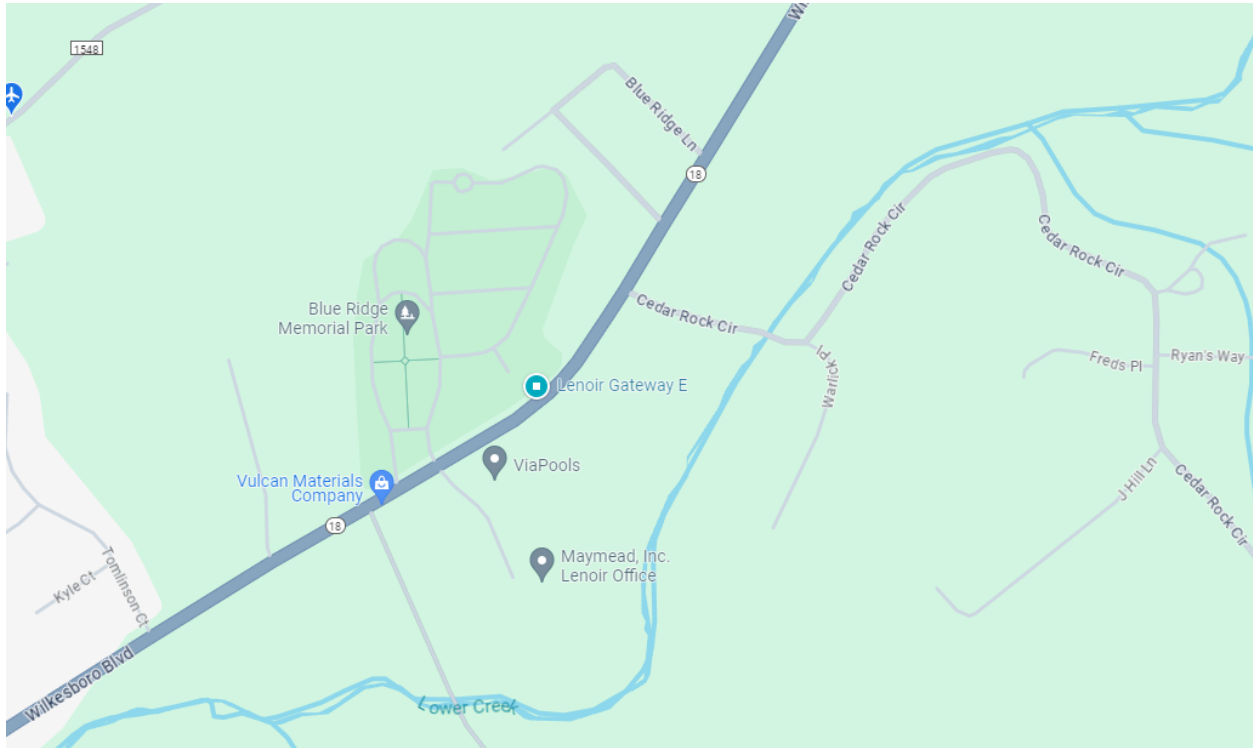
Lenoir Gateway South



Lenoir Gateway Signage Design, Bidding, and Contract Administration (x 3 Sign Locations)

Exhibit A: Phase 2 Locations (3 of 3)

Lenoir Gateway East



CITY OF LENOIR
COUNCIL ACTION FORM

- I. Agenda Item:** Consideration to approve the bids to complete needed concrete and waterproofing repairs to the flash mix basin located at the George L. Bernhardt Sr. Rhodhiss Lake Water Treatment Plant.

Background Information: Chemicals are added to water in a flash mix basin, primarily to aid in coagulation and flocculation. In the flash mixer, the water is agitated violently for a short period of time before being released into the flocculation basin. The existing basin is in need of concrete and waterproofing repairs. A total of three bids were received on January 4, 2024 for the project. Freyssinet, Inc. out of Sterling, VA is the lowest responsible bidder at \$844,051.50. It is recommended from the engineer of record, McGill Associates, to establish a construction contingency of approximately 10% in the amount of \$84,405.

- II. Staff Recommendation:** Staff recommends City Council approve bids received by Freyssinet, Inc. to complete concrete and waterproofing repairs for the George L. Bernhardt Sr. Rhodhiss Lake Water Treatment Plant for the contract cost of \$844,051.50 with the addition of a construction contingency of \$84,405 for a total project budget of \$928,456.50.

- III. Reviewed by:**

City Attorney: _____

Finance Director: _____

Public Works/Public Utilities Director: Jeff Church

Notice of Award

Date: _____

Project: **Concrete and Waterproofing Repairs**Owner: **City of Lenoir, North Carolina**

Owner's Contract No.:

Contract: **Concrete and Waterproofing Repairs**Engineer's Project No.: **09.01002 - 591**Bidder: **Freyssinet, Inc.**

Bidder's Address: 44880 Falcon Place, Suite 100

Sterling, Virginia 20166

You are notified that your Bid dated January 4, 2024, for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for **City of Lenoir - Concrete and Waterproofing Repairs.**

The Contract Price of your Contract is **Eight Hundred Forty-Four Thousand, Fifty-One Dollars and 50/100 (\$ 844,051.50).**

Four (4) copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within ten (10) days of the date you receive this Notice of Award.

1. Deliver to the Owner **Four (4)** fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] and other documents as specified.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Lenoir, North Carolina

Owner

By: _____

Authorized Signature

Scott Hildebran, City Manager

Name and Title

ACCEPTEDFreyssinet, Inc.

Contractor

By: _____

Authorized Signature

Name and Title

February 20, 2024

SENT VIA EMAIL

Mr. Jeff Church
Public Utilities Operations Manager
City of Lenoir
Post Office Box 958
Lenoir, North Carolina 28645

RE: Award Recommendation
Concrete and Waterproofing Repairs for the
George L. Bernhardt Sr. Rhodhiss Lake WTP
Project No. 09.01002 - 591
City of Lenoir, North Carolina

Dear Mr. Church:

A total of three (3) bids were received on January 4, 2024 for the subject project. Freyssinet, Inc. was the lowest responsive, responsible bidder with a total base bid amount of \$844,051.50.

Freyssinet, Inc. is appropriately licensed with the NC General Contractor Licensing Board and has successfully completed similar projects in the past. Therefore, we recommend that the City of Lenoir award the project to Freyssinet, Inc in the amount of \$844,051.50.

It is also recommended that the City of Lenoir establish a construction contingency in the amount of \$84,405, or approximately 10% of the contract price. This contingency is important due to uncertainties with work of this nature.

Enclosed for your use is the Certified Bid Tabulation. If you have any questions, please do not hesitate to contact us.

Sincerely,
McGILL ASSOCIATES, P.A.

A handwritten signature in blue ink that reads 'Noah W. Green'.

NOAH W. GREEN, PE
Project Engineer II

NWG:

Enclosure

Cc: Scott Hildebran, City Manager
Joel A. Whitford, PE, McGill Associates

CERTIFIED BID TABULATION
CONCRETE AND WATERPROOFING REPAIRS
George L. Bernhardt Sr., Rhodhiss Lake WTP
CITY OF LENOIR, NORTH CAROLINA
Thursday, January 4, 2024; 2:00 pm
5474 Waterworks Road Granite Falls, NC 28630

BIDDER	TOTAL LUMP SUM BASE BID INCLUDING ALLOWANCE
CMT-Carolina Management Team	No Bid
Watertight Systems Inc.	\$1,467,547.00
Freyssinet	\$844,051.50
Strickland Waterproofing Co., Inc.	\$1,570,000.00

This is to certify that the bids tabulated herein were accompanied by a 5% bid bond or certified check and publicly opened and read aloud at 2:00 pm local time on the 4th day of January 2024, in the Treatment Facility located at 5474 Waterworks Road, Granite Falls, NC 28630

NOAH W. GREEN, PE



1240 19th Street Lane NW
Hickory, North Carolina 28603
License No. C-0459



ADVERTISEMENT
FOR PROPOSALS
CONCRETE AND
WATERPROOFING REPAIRS
69 GEORGE L. BERNHARDT SR,
RHODHISS LAKE WATER
TREATMENT FACILITY
CITY OF LENOIR,
NORTH CAROLINA

Sealed proposals will be received by the City of Lenoir, NC, at 5474 Waterworks Road, Granite Falls, North Carolina 28630 until 2:00pm, Tuesday, December 5, 2023, for the above listed contract as shown in the plans and described in the Special Conditions. All bids shall be hand delivered.

Each proposal must be made on the blank forms provided in the bound copies of "CONTRACT AND SPECIFICATIONS" and must be enclosed in a sealed envelope and addressed to Radford Thomas, City of Lenoir, 5474 Waterworks Road, Granite Falls, North Carolina 28630. The name, address and license number of the bidder must be plainly written on the outside of the envelope, and the envelope marked plainly with the contract name and number. No proposal shall be considered or accepted by the City Council unless at the time of its filing the same shall be accompanied by a deposit with the City of Lenoir of a certified check on some bank or trust company insured by the Federal Deposit Insurance Corporation, in an amount equal to not less than five per cent (5%) of the proposal. In lieu of making the deposit as above provided, such bidder may file a bid bond executed by a corporate surety licensed under the laws of North Carolina to execute such bonds; conditioned that the surety will upon demand forthwith make payment to the City of Greensboro upon said bond if the bidder fails to execute the contract in accordance with the bid bond. This deposit shall be retained if the successful bidder fails to execute the contract within ten days after award or fails to give satisfactory surety as required herein. Prospective bidders must register and obtain an official set of the Bidding Documents. Digital copies of Bidding Documents are available for purchase for a fee of \$50.00 per set through Quest by visiting www.mcgillbidline.com. These documents may be downloaded by selecting the project and finding the appropriate Quest Project Number. Bids received from Bidders who are not registered planholders with the Engineer will not be accepted or opened. For assistance and free membership registration, contact QuestCDN at (952) 233-1632 or info@quest-cdn.com.

Bidders are encouraged to only secure project bid documents as noted above. Neither the Owner nor the Engineer will be responsible for full or partial sets of Bidding Documents, including any Addenda, obtained from any source other than the Engineer and their representative plan provider, QuestCDN. Each Bidder shall be responsible for the review of all addenda for the project and shall acknowledge the addenda on the bid form.

A mandatory pre-bid meeting will be held at 2:00 pm, Thursday, November 16, 2023 in the Filter Gallery located in the main building of the Lenoir Water Treatment Plant on the second level. Bidding requirements and the project scope will be discussed.

Consideration will be given only to proposals submitted by contractors licensed in the state of North Carolina under the Contractor's Licensing Act of 1925 or as amended.

The City reserves the right to waive any informality or to reject any or all bids or to award such contract as in its judgment is deemed to be in the best interest of the City.

No bidder may withdraw his bid within 60 days after the actual date of the opening thereof.

Radford Thomas
Public Services Director
City of Lenoir

Nov. 14, 2023

February 22, 2024

Mr. Noah W. Green, PE
Project Engineer II
McGill Associates, P.A.
1240 19th Street Lane NW
Hickory, North Carolina 28601

RE: City of Lenoir
Concrete and Waterproofing Repairs
George L. Bernhardt Sr. Rhodiss Lake Water Treatment Facility
SKA Project NO. 180098.1

Dear Mr. Green,

Thank you for the update on the above referenced project. Freyssinet is very pleased with the City of Lenoir's decision to move forward with the project.

Per the City of Lenoir's request, Freyssinet, Inc. is willing to extend the bid acceptance period of the referenced project for an additional thirty (30) days. The bid acceptance period would now expire on April 3, 2024.

We truly appreciate the opportunity to be selected as the repair contractor for the City of Lenoir Water Treatment Plant project.

Please let me know if you have any questions or need additional information of Freyssinet.

Sincerely,



Ed Kluckowski, P.E.
Director of Business Development & Marketing
Freyssinet, Inc.
Mobile: (571) 315-8172

BID FORM – PAGE 1
CONCRETE AND WATERPROOFING REPAIRS
GEORGE L. BERNHARDT SR. RHODISS LAKE WATER TREATMENT FACILITY
SKA PROJECT NO. 180098.1

BID FORM

(Proposal for a single prime bid)

FOR: **Concrete and Waterproofing Repairs**
 George L. Bernhardt Sr. Rhodiss Lake Water Treatment Facility
 Granite Falls, North Carolina

Name of Bidder: Freyssinet Inc

Business Address: 44880 Falcon Place, suite 100

Sterling, VA 20166

Telephone No.: (703) 378-2500

License No.: NC- BL 72158

Name of Contact: Ed Kluckowski

TO: City of Lenoir, North Carolina.

I. In submitting this Bid, the Bidder represents that:

- A. The undersigned, having examined, compared, and familiarized himself with the Invitation to Bid, the Instructions to Bidders, and the Contract Documents as prepared by SKA Consulting Engineers, Inc. and having examined the site of the work and familiarized themselves with all conditions and requirements pertaining thereto, hereby proposes to furnish all material, labor, equipment, services and transportation necessary to complete the work in accordance with the Contract Documents for the Project entitled:

Concrete and Waterproofing Repairs
George L. Bernhardt Sr. Rhodiss Lake Water Treatment Facility
Granite Falls, North Carolina

- B. Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies which pertain to the physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the work as bidder considers necessary for the performance or furnishing of the work at the contract price, in accordance with the other terms and conditions of the Contract Documents, of the General Requirements, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by bidder for such purposes.
- C. Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing facilities at or contiguous to the site and assumes responsibility for the accurate location of said facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said facilities are or will be required by bidder in order to perform and furnish the work at the contract price, within the contract time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the General Requirements.

BID FORM – PAGE 2
CONCRETE AND WATERPROOFING REPAIRS
GEORGE L. BERNHARDT SR. RHODISS LAKE WATER TREATMENT FACILITY
SKA PROJECT NO. 180098.1

- D. Bidder has given the Engineer written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to bidder.
- E. The undersigned, as bidder, declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person(s) than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, companies or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud. The bidder further declares that they have examined the site of work and informed themselves fully in regard to all conditions pertaining to the place where work is to be done; that they have examined the specifications for the work and the Contract Documents relative thereto and they have read all special provisions furnished prior to the opening of bids; that they have satisfied themselves relative to the work to be performed.
- F. It is distinctly understood that the Owner has the right to reject any and all bids should the Owner deem such action to be in the best interest of the Owner.

II. The bidder proposes and agrees:

If this proposal is accepted, to contract with the Association, Inc. in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the Concrete and Waterproofing Repairs at the George L. Bernhardt Sr. Rhodiss Lake Water Treatment Facility in Granite Falls, North Carolina.

- A. The bidder proposes and agrees to complete the Concrete and Waterproofing Repairs in full and complete accordance with the Plans, Specifications, and Contract Documents, and to the full satisfaction of SKA Consulting Engineers, Inc. with the definite understanding that no money or time extension will be allowed for extra work except as set forth in the Contract Documents for the lump sum cost below.
- B. The entire project will be awarded to the single successful Bidder based on the total lump sum bid. The project will be awarded under one single contract with the single successful Bidder.
- C. To undertake work on the date established in the Notice to Proceed by the Owner.
 - 1. The successful Bidder shall achieve Substantial Completion by **Thursday, August 8, 2024**, as established in a Notice to Proceed letter issued by the Engineer and shall achieve Final Completion by **Friday, August 23, 2024** – 15 days after the date established for Substantial Completion. The Bidder shall list the actual contract time proposed to reach Substantial Completion in his bid. The contract time listed will be an Owner consideration in evaluating the bids.

III. Base Bid Items

A. Lump Sum Base Bid

The Contractor shall perform all work shown on the Drawings and as generally described in Section 01010 in its entirety, for the lump sum of:

Eight forty four thousand fifty one hundred and fifty Dollars \$(844,051.50)

BID FORM – PAGE 3
CONCRETE AND WATERPROOFING REPAIRS
GEORGE L. BERNHARDT SR. RHODISS LAKE WATER TREATMENT FACILITY
SKA PROJECT NO. 180098.1

B. Unit Prices (Included in Base Bid)

The Contractor shall provide the following unit rate prices for items included in the lump sum base bid above. The unit prices shall apply throughout the life of the Contract. Unit prices shall be applied as appropriate to adjust the lump sum cost for the work up or down depending on the actual quantities encountered. The lump sum bid shall include the quantities listed as quantity allowances.

Unit Price	Description	Bid Quantity	Unit Cost	Lump Sum Cost
1	Bonded overlay repairs: Demolition, Application and Curing	2,815 SF	\$ <u>65.00</u> /SF	\$ <u>182,975.00</u> LS
2	Horizontal Concrete Repairs	10 SF	\$ <u>225.00</u> /SF	\$ <u>2,250.00</u> LS
3	Vertical Concrete Spall Repair (Less Than 3.5 inches)	150 SF	\$ <u>250.00</u> /SF	\$ <u>37,500.00</u> LS
4	Vertical Concrete Spall Repair (3.5 inches to 6 inches)	300 SF	\$ <u>285.00</u> /SF	\$ <u>85,500.00</u> LS
5	Full Depth Wall Repair	150 SF	\$ <u>530.00</u> /SF	\$ <u>79,500.00</u> LS
6	Installation of Galvanic Anodes	200 EA	\$ <u>99.00</u> /EA	\$ <u>19,800.00</u> LS
7	Vertical Crack Injection	300 LF	\$ <u>125.00</u> /LF	\$ <u>37,500.00</u> LS
8	Installation of #6 Steel Rebar – 8 Foot Length	10 EA	\$ <u>115.00</u> /EA	\$ <u>1,150.00</u> LS
9	Installation of Shear & Wedge Mechanical Splice	20 EA	\$ <u>170.00</u> /EA	\$ <u>3,400.00</u> LS
10	Core extraction of existing anchors and installation of new epoxy anchors	20 EA	\$ <u>135.00</u> /EA	\$ <u>2,700.00</u> LS

C. Allowances (Included in Base Bid)

Allowance 1: \$50,000

For a general contingency fund to be used for necessary unit repairs that may exceed their respective quantities and/or for the protection, replacement, or coating of any embedded components as considered necessary during the Work. An itemized list with measurable quantities shall be submitted as an attachment to any Application for Payment in which this allowance is billed. All quantities shall be verified by the Engineer prior to payment.

The undersigned acknowledges that he has received and reviewed the below enumerated addenda and has taken them into account in the preparation of this proposal.

Addendum No. 1 dated 11/20/2023.

Addendum No. 2 dated 11/30/2023.

Addendum No. 3 dated 12/07/2023.

Addendum No. 4 dated 01/02/2024.

The undersigned acknowledges that he has reviewed and attached the following documents to their bid:

1. Contractor Qualification Statement, AIA Document A305
2. Signature page of "Special Conditions" Section
3. Preliminary Schedule for Construction
4. AIA Schedule of Values. Including itemization of lump sum and unit price items. Including:
 - a. General Conditions
 - b. Shoring – Design and Construction
 - c. Bracing – Design and Construction
 - d. Debris Protection – Design and Construction
 - e. Removal of existing flash mixer steel beams
 - f. Fabrication and installation of new flash mixer support beams
 - g. Removal of existing guardrails
 - h. Fabrication and installation of new guardrails
 - i. Removal, protection, and re-installation of flash mixers
 - j. Replacement and capping of mechanical feed lines
 - k. Installation of new bearing angles for grates
 - l. Installation of new below-grade waterproofing
 - m. All unit price repairs
5. Subcontractor Information
6. Proof of NC General Contractor Licensure.
7. Bid Bond.

BID FORM – PAGE 5
CONCRETE AND WATERPROOFING REPAIRS
GEORGE L. BERNHARDT SR. RHODHISS LAKE WATER TREATMENT FACILITY
SKA PROJECT NO. 180098.1

Respectfully submitted this 02 day of January, 2024

By: Freyssinet, Inc
(Name of Firm or Corporation making bid)

By: Michael Louis Michael Louis

President & CEO

Title: (Owner, Partner, or Corp. Pres. or Vice-Pres. Only)

WITNESS:

(Proprietorship or Partnership)

ATTEST:

BY: Maria Rodriguez [Signature]

TITLE: Contract Adm.
(Corp. Sec. or Assist. Sec. Only)

(CORPORATE SEAL)

FOR BIDDING PURPOSES ONLY

01026 UNIT PRICES – PAGE 1
CONCRETE AND WATERPROOFING REPAIRS
GEORGE L. BERNHARDT SR. RHODHISS LAKE WATER TREATMENT FACILITY
SKA PROJECT NO. 180098.1

SECTION 01026

UNIT PRICES

PART 1 – GENERAL

- 1.01 **RELATED DOCUMENTS:** Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.
- 1.02 **SUMMARY:** This Section includes administrative and procedural requirements for unit prices.
- 1.03 **DEFINITIONS:** Unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if the estimated quantities of work required by the Contract Documents are increased or decreased, or if additional work is approved and authorized by the Owner. The Unit Price for adds and deducts to the Base Bid shall be the same.
- 1.04 **PROCEDURES:**
- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, profit, and applicable taxes.
 - B. Measurement and Payment: Refer to individual Specification Sections and the Contract Drawings for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections or are shown on the Contract Drawings. Where unit prices are for quantities that are more or less than what is provided for in the base contract, Contractor shall keep a record of amounts used as the work progresses. Such work shall be recorded daily on the as-built drawings or Owner approved log for the Engineer to verify.
 - C. The Owner reserves the right to reject the Contractor's measurement of work-in-place that involves use of established unit prices, and to have this work measured, at the Owner's expense, by an independent surveyor acceptable to the Contractor.
 - D. Schedule: A "Unit Price Schedule" is included at the end of this Section.

PART 2 – PRODUCTS – Not Applicable

PART 3 – EXECUTION

3.01 **UNIT PRICE SCHEDULE:**

The total bid cost for each specified quantity of unit rate repairs shall be included in the lump sum quote for Base Bid work. The scope of work is as indicated in the Contract Documents. The unit prices provide for changes in the total cost due to changes in quantity of work. The unit price will be the same for additions or deductions from the required base bid quantity.

- A. **Unit Price No. 1: Bonded Overlay Repairs. (\$/SF).**

Description: The Contractor shall remove deteriorated concrete and low-quality concrete from all interior and three (3) exterior flash chamber surfaces through means of hydro-demolition. Surfaces shall subsequently be properly prepared and repaired to their original wall thickness with a high-performance pre-packaged bonded cementitious overlay material. A total of 2,815 Square feet of bonded overlay repairs shall be considered in the Base Bid. The Contractor shall include hydro-demolition, surface preparation, application of material, and curing of material in this unit price.

01026 UNIT PRICES – PAGE 2
CONCRETE AND WATERPROOFING REPAIRS
GEORGE L. BERNHARDT SR. RHODHISS LAKE WATER TREATMENT FACILITY
SKA PROJECT NO. 180098.1

B. Unit Price No. 2: Horizontal Concrete Repairs. (\$/SF)

Description: The Contractor shall repair horizontal concrete spalls that exist in the top of the exposed cast-in-place concrete wall, as discovered. Spalls shall be repaired in accordance with Details on Sheet S7.2. The Contractor shall saw-cut the along the perimeter of the spall, remove debris, clean the repair area, and install approved specified concrete repair mortar. The Contractor shall include in the Base Bid the total cost of removal, disposal and installation of 10 square feet (nominal 3.5-inches deep) of concrete repair mortar. The Contractor shall be paid for the quantity of the concrete repair mortar installation in excess of 10 square feet at the unit cost quoted in the Bid Form. The Contractor shall credit the owner for an amount less than 10 square feet of concrete repair mortar at the unit cost quoted in the Bid Form.

C. Unit Price No. 3: Vertical Concrete Spall Repairs – Less than 3.5 inches. (\$/SF)

Description: The Contractor shall repair the vertical concrete spalls that exist in the cast-in-place concrete discovered. Spalls shall be repaired prior to application of the new below grade waterproofing in accordance with Details on Sheet S7.2. The Contractor shall saw-cut the along the perimeter of the spall, remove debris, clean the repair area, and install approved specified concrete repair mortar. The Contractor shall include in the Base Bid the total cost of removal, disposal and installation of 150 square feet (nominal 3.5-inches deep) of concrete repair mortar. The Contractor shall be paid for the quantity of the concrete repair mortar installation in excess of 150 square feet at the unit cost quoted in the Bid Form. The Contractor shall credit the owner for an amount less than 150 square feet of concrete repair mortar at the unit cost quoted in the Bid Form.

D. Unit Price No. 4: Vertical Concrete Spall Repairs –3.5 inches to 6 inches. (\$/SF).

Description: The Contractor shall repair the vertical concrete spalls that exist in the cast-in-place concrete discovered. Spalls shall be repaired prior to application of the new below grade waterproofing in accordance with Details on Sheet S7.2. The Contractor shall saw-cut the along the perimeter of the spall, remove debris, clean the repair area, and install approved specified concrete repair mortar. The Contractor shall include in the Base Bid the total cost of removal, disposal and installation of 300 square feet (3.5-inches to 6-inches deep) of concrete repair mortar. The Contractor shall be paid for the quantity of the concrete repair mortar installation in excess of 300 square feet at the unit cost quoted in the Bid Form. The Contractor shall credit the owner for an amount less than 300 square feet of concrete repair mortar at the unit cost quoted in the Bid Form.

E. Unit Price No. 5: Full Depth Concrete Repair (\$/SF).

Description: The Contractor shall excavate and repair concrete to the full depth of existing walls where discovered necessary. Full depth repair shall be executed in general accordance with concrete details and Specifications with regard to concrete removal, steel preparation, application and consolidation of new repair material and curing. Walls shall be formed and repaired to match dimensions of existing walls. The Contractor shall saw-cut the along the perimeter of the spall, remove debris, clean the repair area, and install approved specified concrete repair mortar. The Contractor shall include in the Base Bid the total cost to replace 150 square feet of wall area to full depth. The Contractor shall be paid for the quantity of full depth repairs in excess of 150 square feet at the unit cost quoted in the Bid Form. The Contractor shall credit the owner for any amount less than 150 square feet of full depth repairs at the unit cost quoted in the Bid Form.

01026 UNIT PRICES – PAGE 3

CONCRETE AND WATERPROOFING REPAIRS

GEORGE L. BERNHARDT SR. RHODHISS LAKE WATER TREATMENT FACILITY

SKA PROJECT NO. 180098.1

F. Unit Price No. 6: Installation of Galvanic Anodes. (\$/EA).

Description: At each vertical concrete repair, the Contractor shall install galvanic anodes to the existing exposed steel rebar in accordance with Details on Sheet S7.3. The Contractor shall include in the Base Bid the total cost of installation of 200 new galvanic anodes. The Contractor shall be paid for the installation of in excess of 200 galvanic anodes at the unit cost quoted in the Bid Form. The Contractor shall credit the Owner for any amount less than the 200 galvanic anodes at the unit cost quoted in the Bid Form.

E. Unit Price No. 7: Injection of Vertical Cracks. (\$/LF)

Description: The Contractor shall repair vertical cracks in the cast-in-place concrete wall as discovered. Cracks shall be repaired in accordance with the procedures outlined in 2/S7.1 and Detail 9/S7.4. The Contractor shall include in the Base Bid the total cost of removal, disposal, and installation of 300 linear feet of chemical grout injection. The Contractor shall be paid for any quantity beyond 300 linear feet at the unit cost quoted in the Bid Form. The Contractor shall credit the Owner for any amount less than 300 at the unit cost quoted in the Bid Form.

F. Unit Price No. 8: Installation of Loose Laid Supplemental #6 Steel Rebar. – 8 Foot Length. (\$/EA)

Description: The Contractor shall install an 8-foot length of new supplemental #6 steel rebar at locations directed by the engineer in the field where section loss of the existing steel rebar has occurred. New supplemental steel shall be installed in accordance with Details on Sheet S7.2. The Contractor shall include in the Base Bid the total cost of installation of 10 (8-foot length) steel rebars. The Contractor shall be paid for the installation of in excess of 10 steel rebar at the unit cost quoted in the Bid Form. The Contractor shall credit the Owner for any amount less than the 10 steel rebar at the unit cost quoted in the Bid Form.

G. Unit Price No. 9: Installation of New Shear & Wedge Mechanical Splice. (\$/EA)

Description: The Contractor shall install new shear & wedge mechanical splice to the existing exposed steel rebar in accordance with Detail S7.2. The Contractor shall include in the Base Bid the total cost of installation of 10 new mechanical splices. The Contractor shall be paid for the installation of in excess of 10 mechanical splices at the unit cost quoted in the Bid Form. The Contractor shall credit the Owner for any amount less than the 10 mechanical splices at the unit cost quoted in the Bid Form.

H. Unit Price No. 10: Core extraction of existing embedded anchors and installation of new anchors for steel flash mixer beams. (\$/EA)

Description: Existing steel flash mixer beams are anchored to walls with hooked threaded anchors. Include in the contract the cost to core out twenty (20) of these existing anchors and install twenty (20) new 3/4" anchors in accordance with Detail 1/S7.3. The Contractor shall credit the Owner for any amount less than this quantity at the unit cost quoted in the Bid Form.

END OF SECTION

QUALIFICATIONS STATEMENT

**THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT
PERMITTED BY LAWS AND REGULATIONS**

1. SUBMITTED BY:

Official Name of Firm: Freyssinet Inc

Address: 44880 Falcon Place, suite 100

Sterling, VA 20166

2. SUBMITTED TO:

3. SUBMITTED FOR:

Owner: SKA Consulting Engineers

Project Name: Concrete and Waterproofing repairs for the George L. Bernhardt

TYPE OF WORK: Concrete and Waterproofing repairs

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: Ed Kluckowski

Title: Director of Business Development

Phone: 703-3782500

Email: Ed.kluckowski@freyssinetusa.com

5. AFFILIATED COMPANIES:

Name: See document attached

Address: _____

6. TYPE OF ORGANIZATION:

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

☒ CORPORATION

State of Organization: Delaware

Date of Organization: 04/10/2000

Executive Officers:

- President: Mickael Louis

- Vice President(s): Andrew Micklus

- Treasurer: _____

- Secretary: _____

☐ LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

☐ JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

7. LICENSING

Jurisdiction:	<u>NC</u>
Type of License:	<u>General Contractor License</u>
License Number:	<u>72158</u>
Jurisdiction:	<u>VA</u>
Type of License:	<u>General Contractor License</u>
License Number:	<u>2705129388</u>

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise:	<u></u>
Minority Business Enterprise:	<u></u>
Woman Owned Enterprise:	<u></u>
Small Business Enterprise:	<u></u>
Other (<u> </u>):	<u></u>

9. BONDING INFORMATION

Bonding Company:	<u></u>
Address:	<u>Alliant Insurance Services, Inc</u>
Bonding Agent:	<u></u>
Address:	<u></u>
Contact Name:	<u>Terry Shawkey</u>
Phone:	<u>443-283.7892</u>
Aggregate Bonding Capacity:	<u>\$500,000,000</u>
Available Bonding Capacity as of date of this submittal:	<u></u>

EJCDC® C-451, Qualifications Statement.

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10. FINANCIAL INFORMATION

Financial Institution: _____

Address: _____

NOT REQUIRED

Account Manager: _____

Phone: _____

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE
LAST 3 YEARS

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: Ecudemio Gutierrez

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	<u>2022</u>	EMR	<u>1.00</u>
YEAR	<u>2021</u>	EMR	<u>1.06</u>
YEAR	<u>2020</u>	EMR	<u>.91</u>
YEAR	<u>2019</u>	EMR	<u>.71</u>
YEAR	<u>2018</u>	EMR	<u> </u>

Total Recordable Frequency Rate (TRFR) for the last 5 years: (See attached document)

YEAR	<u> </u>	TRFR	<u> </u>
YEAR	<u> </u>	TRFR	<u> </u>
YEAR	<u> </u>	TRFR	<u> </u>
YEAR	<u> </u>	TRFR	<u> </u>
YEAR	<u> </u>	TRFR	<u> </u>

Total number of man-hours worked for the last 5 Years: (see Attached Document)

YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	_____	DART	_____	(See attached Document)
YEAR	_____	DART	_____	
YEAR	_____	DART	_____	
YEAR	_____	DART	_____	
YEAR	_____	DART	_____	

13. EQUIPMENT:

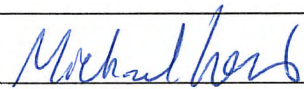
MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: Freyssinet Inc

BY: Michael Louis



TITLE: President

DATED: 01-02-2024

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 2ND DAY OF JANUARY, 2024

NOTARY PUBLIC - STATE OF VIRGINIA

MY COMMISSION EXPIRES: 12/31/2026



REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 13.
8. Additional items as pertinent.

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B (See attachment - Completed Projects)

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B (See attachment - Completed Project)

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

[illegible]

[illegible]

Schedule B- Major Projects Completed in the previous 5 years

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Freyssinet, Inc Project #	Project Name	Detail of work performed	Contract Amount	Location	Project State	GC SUB	Our Client	Client Project Number	Owner Name	Percent Complete	Project Est/Completion Date	Client Contact Name	Client Telephone #
814047-00	The Goethals Bridge Replacement	Supply Freyssinet Stay Cables, Dampers, Lease Specialty Equipment and provide onsite technical assistance	\$ 8,274,741.76	Staten Island, New York to Elizabeth, New Jersey	New Jersey / New York	SUB	Kiewit-Weeks-Massman, A JV		The Port Authority of New York and New Jersey	100%	March-18		201-571-2500
815016-00	K Bridge Stay Cables & Shielding	Stay Cable Design, Stay Cable Material Supply	\$ 4,938,203.20	New York	New York	Sub	Skanska-Kiewit-ECCO III JV,	D900011	New York State Department of Transportation	100%	June-17	Patrick J. Ward	718-340-0700
815037-00	NCDOT C203646 Warren/Vance Co Repairs	Shotcrete Repairs, Epoxy Injection and Coating - rehab of 9 bridges and 1 culvert	\$ 1,536,116.00	Warren County	NC	SUB	S.T. Wooten Corporation	Z15020	NCDOT	100%	July-18	Fred Morin	252-291-5165
815040-00	VDOT I-28	Bearing Replacement / Concrete Repairs/ Crack Injection / Steel Painting (Sub-contract)	\$ 5,291,707.00	Port Royal/ Caroline County	Virginia	GC	Virginia Department of Transportation	(NFO)0301-016-613,8618	Virginia Department of Transportation	100%	June-19	Don E. Silies / email: CO_ASD_eVA_IVDOTPRD@VDOT.VIRGINIA.gov	804-3716702
816034-00	MDTA Substructure & Superstructure Rehabilitation on I-895	Bearing Replacement / Concrete Repairs/ Expansion Joint Replacement / Concrete Coating / dealing / Crack Injection /Steel Painting (Sub-contract)/CFRP Strengthening	\$ 6,008,479.00	Elkridge / Baltimore	Maryland	GC	Maryland Transportation Authority	HT-2823-000-006	MDTA	100%	November-18	Donald Schaefer / email: donald.schaefer@stvinc.com	410-215-8274
816037-00	AOC Tunnel - Task Order #3 Y Tunnel	Concrete Repairs	\$ 1,177,145.00	Washington DC	Washington DC	GC	Architect of the Capitol	AOC16C3003-T003	Architect of the Capitol	100%	March-18	Carmelita Wesley	(202)-225-2507
816042-00	Golden Gate N.R.A Tunnel Preservation	Concrete Repairs - Tunnel Restoration, waterproofing, polyurethane grout injection n cracks and joints, energy efficient LED light system Installation, replacement off again water and sewer pipe lines	\$ 5,225,136.38	Sausalito	California	GC	Federal Highway Administration - Central Federal Land Highwa	CA-GOGA- PR1(15)	Federal Highway Administration - Central Federal Land Highway	100%	July-17	Nate Allen /email: nathan.allen@dot.gov	(720)963-3668
817020-00	NCDOT DA00365 - Repairs of NC45 and US264 Bridges	Concrete Repairs/ Expansion Joint Replacement / Concrete Coating / dealing / Crack Injection / Steel Painting (Sub-contract)/ Fender repair	\$ 4,853,844.00	Bertie / Hyde	North Carolina	GC	NCDOT	DA00365	NCDOT	100%	September-19	Gerald Mombaerts / email: gemombaerts@ncdot.gov	252-482.1850
817024-00	K-Bridge Phase 2	Design, fabrication and delivery of the stay cables, stay cable dampers and cable shielding (fire & blast); lease of specialty stay cable installation, tensioning and adjusting; provide onsite technical assistance throughout erection of the cable stayed super structure.	\$ 8,014,690.57	New York	New York	SUB	GRANITE Construction Northeast, Inc	PO 719525.09.10	New York State Department of Transportation (NYSDOT)	100%	February-20	NYDOT	914-606-3600
817025-00	Las Vegas Stadium - Design Assist & Construction	Design of the cable structure for stadium roof. Stay Cable Supply and Installation for stadium roof	\$ 36,071,272.66	Las Vegas	Nevada	SUB	MMC JV		LV Stadium Company, LLC	100%	March-20	LV Stadium Company, LLC	702-204-5419
817026-00	Mitchell Filter Plant Structural and Durability Improvement	Concrete repairs, spill repairs, cathodic protection,	\$ 6,186,649.53	City of Greensboro	North Carolina	GC	City of Greensboro	2017-35	City of Greensboro	100%	April-19	Jay Guffey	336-373-2055 / 336-373-2101
818003-00	St Georges Bridge Repair	Expansion Joint Replacement/Concrete Repairs/Steel Painting (Sub-contract)	\$ 4,770,740.98	St Georges	Delaware	GC	USACE Philadelphia District	W9128U18C0008	USACE Philadelphia District	100%	March-19	Gavin Kalser / Gregory C Keaton/ gregory.c.keaton@usace.army.mil	215-656-3826 / 215-656.3826
818015-00	NCDOT BRIDGE #15 ON US 158 OVER INTRACOASTAL WATERWAY	Concrete Repairs/ Expansion Joint Replacement / Concrete Coating / dealing / Crack Injection	\$ 5,526,332.41	Currituck	North Carolina	GC	NCDOT	C204171	NCDOT	100%	October-19	Davis Otts / email: dbotts@ncdot.gov	252-331-4860
818022-00	AOC Tunnel - Task Order#6 AOC16C3003-T006	Concrete Repairs	\$ 1,177,414.17	Washington DC	Washington DC	GC	Architect of the Capitol	AOC16C3003-T006	Architect of the Capitol	100%	February-19	Carmelita Wesley	(202)-225-2507
818027-00	SR 206 @ Mantanzas River ICWW Crescent Beach Bridge E2X62	Cathodic protection system, titanium mesh, cathodic protection - electrical work, equipment & instrumentation, prefabricated steel pedestrian bridge, riprap- rubble, bank and shore, reinforcing steel- bridge substructure, restore spalled areas, latex modified mortar- acrylic, restore spalled areas, shotcrete	\$ 3,258,817.00	Crescent Beach	Florida	GC	FDOT	E2X62	FDOT	100%	June-20	Stephen Haney	904-744-3368 ext. 1554

Schedule B- Major Projects Completed in the previous 5 years

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819001-00	WMATA Bush Hill Viaduct Rehabilitation FQ18229	Concrete Repairs / Concrete Coating / dealing /Crack Injection /	\$ 3,151,554.00	Washington DC	Washington DC	GC	Washington Metropolitan Area Transit Authority	FQ18229	Washington Metropolitan Area Transit Authority	100%	October-19	Ranjith Abeysinghe /email: rabeysinghe@wmata.com	301-955.5061/ (202) 962.2055
819019-00	SCDOT I-526 Over Wando River Bridge Rehab Cont# 17707	Bridge tendon removal, replacement and Installation, anchorage repair, bridge repairs	\$ 7,224,273.15	County of Berkeley	SC	GC	SCOOT	5651910	SCDOT	100%	October-21	Claude I pock	843-740-1665
819026-00	Aucilla River Bridge Repairs FL	Standard Integral Pile Jacket, Structural, Cracks Inject & Seal-Structures Rehab, Restore Spalled Areas, Portland Cement Grout, Floating Turbidity Barrier	\$ 1,014,602.00	Jefferson County	Florida	GC	FDOT	E3R26	FDOT	100%	July-20	Stephen Haney, P.E / shaney@jea.net	Office: 904.744.3368 ext. 1554 / Cell: 904.813.3996
819035-00	AOC 7 - V - Tunnel Curtain Grouting and Concrete Repair	Concrete Repairs: overhead repairs performed using shotcrete application in the R-Tunnel	\$ 1,667,014.00	Washington DC	Washington DC	GC	Architect of the Capitol	AOC16C3003-T007	Architect of the Capitol	100%	March-20	Darwin Thomas	(202) 227-7234
819040-00	Varina Enon Bridge Repairs	BRIDGE SUPERSTURCTURE CRACK REPAIR , SUPERSTR. WID./REPAIR STAY CABLE WRAP , TRAF. BARR. SER. CONC. DOUBLE FACE PAR	\$ 1,662,030.00	Caroline County	Virginia	GC	VDOT	B42	VDOT	100%	July-20	Robert Poutler	804-892-5076
820014-00	AOC Y-Tunnel Curtain Grouting & Concrete Repairs	Curtain Grouting & Concrete Repairs	\$ 2,553,058.00	Washington DC	Washington DC	GC	Architect of the Capitol - Acquisition & Material MNGMT Div	AOCACB20X0003	Architect of the Capitol - Acquisition & Material MNGMT Div	100%	December-21	Thomas, Jr., Darwin	darwin.thomas@aoc.gov
820030-00	Wallops Island Causeway Bridge Rehab, VA	Bridge Rehab, concrete repairs	\$ 4,328,539.00	Wallops Island	VA	GC	Federal Hlgway Administration	HFAC-15	Federal Hlgway Administration	100%	February-22	C.Shawn Long	703-404-6212
820034-00	Milwaukee Bridge Rehabilitation	Furnish and install Post - Tensioning materials	\$ 384,330.00	City of Puyallup	WA	Sub	Quigg Bros, Inc	WA-139	City of Puyallup	100%	December-21	Debbie Buzzard	360-533-1530 / qbbid@quiggbros.com
821030-00	Pedestrian Bridge Repairs at Former Civil Court Building	Pedestrian Bridge Repairs / Apply New Thermal Arc Spray over Existing Bridge Surfaces	\$ 280,036.00	Mecklenburg County	NC	SUB	Western Specialty Contractor of America	B6-1478	Mecklenburg County	100%	January-22	Dave Sturdevant	(704) 904-5728 / daves@westernspecialtyco ntractors.com
821033-00	Rehabilitation of N-2 Bridge over Missouri River	PT Tendon Repairs	\$ 705,802.00	Nebraska City	NE	SUB	Cramer & Associates Inc.	22011	Nebraska DOT	100%	August-22	Brian Jacob	515-265-1447
821038-00	KM Milford Street Warehouse Repairs	Warehouse wall repairs to West Wall/North Wall/South Wall	\$ 577,735.00	South Carolina	SC	GC	Kinder Morgan Operating LLC	4806135-S-KMPO	Kinder Morgan Operating LLC	100%	August-22	Rhonda Robinson	910-228-1962 / RobinsonR2@kindermorga n.com
822005-00	HRBT - I64 Hampton Road Bridge	I-64 Hampton Roads Bridge-Tunnel Expansion	\$ 590,940.00	Hampton	VA	SUB	Hampton Roads Connectors	0064-M06-032	VDOT	100%	October-22	David Barrier	(757) 578-9284 / dbarrier@hrcplv.com
822021-00	RECO I-66 Walls repairs	Wall Repairs	\$ 903,117.00	Sterling	VA	GC	The Reinforced Earth Company		The Reinforced Earth Company	100%	February-23	AZIZ Sherif	SAZiz@reinforcedearth.co m
00071330	Calcasieu LNG Project CBI Design - 2 LNG Storage Tanks	PT Supply and Installation	\$ 4,086,894.00	Cameron Parish, LA	LA	SUB	12081-001	Ventura Global Calcasieu Pass, LLC		100%	April-19	Mark Molnar / molnarm@bakerconcrete.co m	713- 864-0857
00071327	Eel River- Bridge repair Caltrans	Installing additional port - tensioning and extra flanges in two steel bridges	\$ 11,353,672.00	Humboldt County	California	GC	01-0E7704	California DOT	CALTRANS	100%	February-20	Karl.Forbes@dot.ca.gov Joaquin.s.rodriguez@dot.ca.g ov	Karl.Forbes@dot.ca.gov
00071248	Bridge #13 over ICW on NC 904 - C204561	Bridge-Repairs over ICW on NC 904	\$ 2,821,410.00	Brunswick	NC	GC	C204561	NCDOT	NCDOT	100%	December-20	Ronald Davenport /	(919) 707-6900
00071243	SR5 over Ugnumvitae Channel E6N55, FL	Bridge maintenance and repairs	\$ 617,362.00	Monroe County	Florida	GC	FDOT	E6N55	FDOT	100%	September-21	Ana Lozano / Ana.Lozano@dot.state.fl.us /	(305) 470-5134
00071215	Saint-Georges Bridge Concrete Repairs, DE	Bridge concrete substructure repairs	\$ 2,048,297.00	Georges County	DE	GC	U.S. Army Corps of Engineers, Philadelphia District	W912BU21C0075	U.S. Army Corps of Engineers, Philadelphia District	100%	October-21	Frederick Conway /	Frederick.Conway@usace. army.mil

Schedule B- Major Projects Completed in the previous 5 years

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00071425	Belmont University PT, TN	Belmont University First College of Medicine PT maintenance	\$ 116,889.00	Nashville	TN	SUB	PT USA LP	t_35 NEX Central D/B project	Belmont University	100%	Mar-22	Pete Scopp/pscoppa@ptsus.net	713-808-9672 Ext254
00071417	Churchland Bridge, VA	Furnish & partially install Post Tensioning Strands	\$ 294,393.00	City of Portsmouth	VA	SUB	McLean Contracting Company	Subcontract No. 5955-015	City of Portsmouth	100%	November-21	Curtis Rowden <crowden@mcleancontracting.com>	Phone: 410-553-6700/Fax: 410-553-6719
00071907	K Bridge Inspections NY	K Bridge anchor inspections NY	\$ 296,800.00	New York	NY	SUB	AI Engineers, Inc.	N/A	New York State Department of Transportation	100%	May-22	Kevin Hussain /	khussain@aiengineers.com

Schedule C - FREYSSINET EQUIPMENT LIST

Updated:

01/17/23



EQUIPMENT	ACCT CODE	Equipment ID	S/N
CH1300 (55C15)	91001	CH1300-4-01	
CH750 (31C15)	91100	CH750-8-01	
CH750 (31C15)	91101	CH750-8-02	
CH750 (31C15)	91102	CH750-8-03	
CH750 (31C15)	91103	CH750-8-04	
CH750 (31C15)	91104	CH750-8-05	
CH750 (31C15)	91105	CH750-8-06	
CH730 (27C5)	91150	CH730-8-01	
CH730 (27C5)	91151	CH730-8-02	
CH730 (27C5)	91152	CH730-8-03	
CH730 (27C5)	91153	CH730-8-04	
CH688-9-01 (27C15)	91200	CH688-9-01	
CH688-9-02 (27C15)	91201	CH688-9-02	
CH630 (27C15)	91300	CH630-12-1	
CH600 (31C15 up to 25 tendons)	91400	CH600-8-01	
CH460 (19C15)	91500	CH460-8-100	
CH460 (19C15)	91501	CH460-8-02	
CH460 (19C15)	91502	CH460-8-03	
CH460 (19C15)	91503	CH460-8-04	
CH460 (19C15)	91504	CH460-8-05	
CH460 (19C15)	91505	CH460-8-06	
CH300 (12C15)	91600	CH300-8-01	
CH300 (12C15)	91601	CH300-8-02	
CH300 (12C15)	91602	CH300-8-03	
CH300 (12C15)	91603	CH300-8-04	
CH250 (12C15)	91700	CH250-8-01	
CH 200 (7C15)	91800	CH200-8-01	
CH 200 (7C15)	91801	CH200-8-02	

CH 200 (7C15)	91802	CH200-8-03	
CH100 (4C15)	91900	CH100-10-01	
CH100 (4C15)	91901	CH100-10-02	
CH100 (4C15)	91902	CH100-10-03	
CH100 (4C15)	91903	CH100-10-04	
CH100 (4C15)	91904	CH100-10-05	
CH100 (4C15)	91905	CH100-10-06	
CH100 (4C15)	91906	CH100-10-07	
CH100 (4C15)	91907	CH100-10-08	
Bar Stressing Jack 200	92001	BSR200-8-01	
Bar Stressing Jack 200	92002	BSR200-8-02	
Bar Stressing Jack 175	92100	BSR175-2-01	
Bar Stressing Jack 175	92101	BSR175-2-02	
Bar Stressing Jack 175	92102	BSR175-2-03	

EQUIPMENT		Equipment ID	S/N
Bar Stressing Jack 100/110	92200	BSR110-2-01	
Bar Stressing Jack 100/110	92201	BSR110-2-02	
Bar Stressing Jack 100/110	92203	BSR110-2-04	
Bar Stressing Jack 100/110	92205	BSR110-2-06	
Bar Stressing Jack 100/110	92207	BSR110-2-08	
Bar Stressing Jack 100	92208	BSR100-2-01	
Bar Stressing Jack 100	92209	BSR100-6-01	
Bar Stressing Jack 100	92210	BSR100-6-02	
Bar Stressing Jack 100	92211	BSR100-6-03	
Bar Stressing Jack 100	92212	BSR100-6-04	
Bar Stressing Jack 100	92213	BSR100-6-05	
Bar Stressing Jack 100	92214	BSR100-6-06	
Monostrand Jack SC2	93001	SC2-180-01	
Monostrand Jack SC2	93002	SC2-180-02	
Monostrand Jack SC2	93003	SC2-180-03	
Monostrand Jack SC2	93006	SC2-180-06	
Monostrand Jack SC2	93007	SC2-180-07	
Monostrand Jack Crowder	93100	Crowder-184	
Monostrand Jack Crowder	93101	Crowder-185	
Monostrand Jack Precision	93200	6DA1-8-01	
Monostrand Jack Precision	93201	6DA1-8-02	
Monostrand Jack Precision	93202	6DA1-8-03	
Monostrand Jack Precision	93203	6DA1-8-04	
Monostrand Jack Precision	93204	6DA1-8-05	

Monostrand Jack Velzy	93301	VZ200-01	
Monostrand Jack Precision	93302	5DA1-8-01	
Pipe Expanding Tool	07001	FPEX-01	
Pipe Expanding Tool	07002	FPEX-02	
Hydraulic Pump PE55	94001	FPE55-01	Missing #
Hydraulic Pump PE55	94002	FPE55-02	358205
Hydraulic Pump PE55	94003	FPE55-03	359336
Hydraulic Pump PE55	94004	FPE55-04	Missing #
Hydraulic Pump PE55	94005	FPE55-05	359270
Hydraulic Pump PE55	94006	FPE55-06	361921
Hydraulic Pump PE55	94007	FPE55-07	361919
Hydraulic Pump PE55	94008	FPE55-08	317077
Hydraulic Pump PE55	94009	FPE55-09	361913
Hydraulic Pump PE55	94010	FPE55-10	359337
Hydraulic Pump PE55	94011	FPE55-11	359340
Hydraulic Pump PE55	94012	FPE55-12	359338
Hydraulic Pump PE55	94013	FPE55-13	361914
Hydraulic Pump PE55	94014	FPE55-14	361912
Hydraulic Pump PE55	94015	FPE55-15	362085
Hydraulic Pump PE55	94016	FPE55-16	Missing #
Hydraulic Pump PE55	94100	FPE55-17	359272
Hydraulic Pump PE55	94101	FPE55-18	358167
Hydraulic Pump PE55	94102	FPE55-19	317218
Hydraulic Pump PE55	94103	FPE55-20	386371
Hydraulic Pump PE55	94104	FPE55-21	358978
Hydraulic Pump PE55	94105	FPE55-22	358977
Hydraulic Pump PE55	94106	FPE55-23	340411
Hydraulic Pump PE55	94107	FPE55-24	359268
Hydraulic Pump PE55	94108	FPE55-25	259273
Hydraulic Pump PE55	94109	FPE55-26	359274
Hydraulic Pump PE55	94110	FPE55-27	359275
Hydraulic Pump PE55	94111	FPE55-28	359276
Hydraulic Pump PE55	94112	FPE55-29	
Hydraulic Pump PE55	94113	FPE55-30	359269
Hydraulic Pump PE55	94114	FPE55-31	320426
Hydraulic Pump PE55	94115	FPE55-32	336887
Hydraulic Pump PE55	94116	FPE55-33	359266
Hydraulic Pump PE55	94117	FPE55-34	364630

EQUIPMENT		Equipment ID	S/N
Hydraulic Pump PQ1204 (CH20)	94200	FPQ1204-01	330801

Hydraulic Pump PQ1204 (CH20)	94201	FPQ1204-02	330632
Hydraulic Pump PQ1204 (CH20)	94202	FPQ1204-03	361724
Hydraulic Pump PQ1204 (CH20)	94203	FPQ1204-04	330997
High Pressure Hydraulic Pump	94300	FPE4004-01	360010
High Pressure Hydraulic Pump	94301	FPE4004-02	360011
High Pressure Hydraulic Pump	94302	FPE4004-03	360008
High Pressure Hydraulic Pump	94303	FPE4004-04	360009
High Pressure Hydraulic Pump	94304	FPE4004-05	360012
High Pressure Hydraulic Pump	94305	FPE4004-06	354848
High Pressure Hydraulic Pump	94306	FPE4004-07	354849
High Pressure Hydraulic Pump	94307	FPE4004-08	355104
High Pressure Hydraulic Pump	94308	FPE4004-09	393037
High Pressure Hydraulic Pump	94309	FPE4004-10	386196
High Pressure Hydraulic Pump	94310	FPE4004-11	334420
High Pressure Hydraulic Pump	94311	FPE4004-12	362473
High Pressure Hydraulic Pump	94312	FPE4004-13	316073
High Pressure Hydraulic Pump	94313	FPE4004-14	362932
High Pressure Hydraulic Pump	94315	FPE4004-16	365591
High Pressure Hydraulic Pump	94316	FPE4004-17	365942
High Pressure Hydraulic Pump	94317	FPE4004-18	365941
Hydraulic Strand Pusher Gear	95001	HPG-01	
Hydraulic Strand Pusher Gear	95002	HPG-02	
Hydraulic Strand Pusher Gear	95003	HPG-03	
Hydraulic Strand Pusher Gear	95004	HPG-04	
Hydraulic Strand Pusher Gear	95005	HPG-05	
Hydraulic Strand Pusher Gear	95006	HPG-06	
Hydraulic Strand Pusher Gear	95007	HPG-07	
Hydraulic Strand Pusher Gear	95008	HPG-08	
Hydraulic Strand Pusher Rubber	95010	HPR-01	
Hydraulic Strand Pusher Rubber	95011	HPR-02	
Hydraulic Strand Pusher Rubber	95012	HPR-03	
Hydraulic Strand Pusher Rubber	95013	HPR-04	
LP Power Pack	96002	PPK-02	
LP Power Pack	96003	PPK-03	
LP Power Pack	96004	PPK-04	
LP Power Pack	96005	PPK-05	
LP Power Pack	96006	PPK-06	
LP Power Pack	96007	PPK-07	
LP Power Pack	96008	PPK-08	
LP Power Pack	96009	PPK-09	

LP Power Pack	96010	PPK-10	
LP Power Pack	96011	PPK-11	
LP Power Pack	96100	PPKW-01	
Colloidal Grout Plant Colloidal	02001	FCG600-01	
Colloidal Grout Plant Colloidal	02002	FCG600-02	
Colloidal Grout Plant Colloidal	02003	FCG600-03	
Colloidal Grout Plant Colloidal	02004	FCG600-04	
Colloidal Grout Plant Colloidal	02005	FCG600-05	
Colloidal Grout Plant Colloidal	02006	FCG600-06	
Colloidal Grout Plant Colloidal	02007	FCG600-07	0782656003L6A
Colloidal Grout Plant Colloidal	02008	FCG600-08	21 16018 6003CL6A

EQUIPMENT		Equipment ID	S/N
Colloidal Grout Plant Colloidal	02100	FCG450-01	1512470450214A
Paddle Type Grout Plant	02201	FCG550-01	
Manual Grout Pump	02202	FCG50M-01	
Void Volumeter	02300	VLM-01	
Void Volumeter	02301	VLM-02	
Vacuum Pump	02400	VCMP-01	
Vacuum Pump	02401	VCMP-02	
Vacuum Pump	02402	VCMP-03	
Vacuum Pump	02403	VCMP-04	
Flexible Filler Pump	02500	FWP50-01	
STRAND DISPENSER	97001	FSDP-01	
STRAND DISPENSER	97003	FSDP-03	
STRAND DISPENSER	97014	FSDP-14	
STRAND DISPENSER	97015	FSDP-15	
STRAND DISPENSER	97016	FSDP-16	
STRAND DISPENSER	97017	FSDP-17	
STRAND DISPENSER	97018	FSDP-18	
STRAND DISPENSER	97019	FSDP-19	
STRAND DISPENSER	97020	FSDP-20	
STRAND DISPENSER	97021	FSDP-21	
STRAND DISPENSER	97022	FSDP-22	
STRAND DISPENSER	97023	FSDP-23	
STRAND DISPENSER	97025	FSDP-25	

STRAND DISPENSER	97026	FSDP-26	
STRAND DISPENSER	97027	FSDP-27	
STRAND DISPENSER	97028	FSDP-28	
STRAND DISPENSER	97029	FSDP-29	
STRAND DISPENSER	97030	FSDP-30	
STRAND DISPENSER	97031	FSDP-31	
STRAND DISPENSER	97032	FSDP-32	
STRAND DISPENSER	97033	FSDP-33	
STRAND DISPENSER	97034	FSDP-34	
STRAND DISPENSER	97035	FSDP-35	
STRAND DISPENSER	97037	FSDP-37	
STRAND DISPENSER	97038	FSDP-38	
STRAND DISPENSER	97040	FSDP-40	
STRAND DISPENSER	97041	FSDP-41	
STRAND DISPENSER	97042	FSDP-42	
STRAND DISPENSER	97043	FSDP-43	
STRAND DISPENSER	97044	FSDP-44	
STRAND DISPENSER	97045	FSDP-45	
STRAND DISPENSER	97046	FSDP-46	
STRAND DISPENSER	97047	FSDP-47	

EQUIPMENT		Equipment ID	S/N
STRAND UNCOILER	97100	FUNCL-01	
STRAND UNCOILER	97101	FUNCL-02	
STRAND UNCOILER	97102	FUNCL-03	
STRAND UNCOILER	97103	FUNCL-04	
STRAND UNCOILER	97104	FUNCL-05	
STRAND UNCOILER	97105	FUNCL-06	
STRAND UNCOILER	97106	FUNCL-07	
STRAND UNCOILER	97107	FUNCL-08	
STRAND UNCOILER	97108	FUNCL-09	
STRAND UNCOILER	97109	FUNCL-10	
STRAND UNCOILER	97110	FUNCL-11	
STRAND UNCOILER	97111	FUNCL-12	
STRAND UNCOILER	97112	FUNCL-13	
STRAND UNCOILER	97113	FUNCL-14	
STRAND UNCOILER	97114	FUNCL-15	
STRAND UNCOILER	97115	FUNCL-16	
STRAND UNCOILER	97116	FUNCL-17	
STRAND UNCOILER	97117	FUNCL-18	
STRAND UNCOILER	97118	FUNCL-19	
TENDON WINCH	03001	FWNC-01	

TENDON WINCH	03002	FWNC-02	
TENDON WINCH	03003	FWNC-03	
TENDON WINCH	03004	FWNC-04	
10HP ELECTRIC CAPSTAN	03005	FPCN10-01	
LOAD CELLS	04001	CCS1800	
LOAD CELLS	04002	CCS75	
BOLT TENSION CALIBRATOR	04003	FBTC125-01	125-14

STAY CABLE EQUIPMENT TRACKING

EQUIPMENT	ACCOUNT CODE	Equipment ID	S/N
PIPE FUSION MACHINE	05001	FSM-01	
PIPE FUSION MACHINE	05002	FSM-02	
PIPE FUSION MACHINE	05003	FSM-03	
PIPE FUSION MACHINE	05004	FSM-04	
PIPE FUSION MACHINE	05005	FSM-05	
PIPE FUSION MACHINE	05006	FSM-06	
PIPE FUSION MACHINE	05007	FSM-07	
PIPE FUSION MACHINE (PitBul)	05008	FSM-08	

REPAIR EQUIPMENT TRACKING

EQUIPMENT	ACCOUNT CODE	Equipment ID	S/N
LR200 SHOTCRETE MIXER-GU	06001	FSLR200-01	
PICCOLA 020 SHOTCRETE GUN	06002	FSPC020-01	
PICCOLA 020 SHOTCRETE GUN	06003	FSPC020-02	
ALLENTOWN PD1 SHOTCRETE	06004	FSDP01-01	2075-10
POWERCRETE MAGNUM CON	06005	FPCM-01	009576881
AIRPLACO PG-35 CONCRETE M	06032	FPG35-01	163604
IMER SILENT 300 GROUT SPRA	06034	FAS300-01	
IMER SILENT 300 GROUT SPRA	06035	FAS300-02	
BLASTCRETE RMX-5000	06040	FRMX-5K	
COPCO CPS400 AIR COMPRESS	06010	FAC400-01	HOP076851

COPCO CPS185 AIR COMPRESS	06006	FAC185-01	HOP054258
ROTAIR MDVN 53 K 185 AIR C	06020	FAC185-04	C4111
INGERSOLL P260WIR 185 (200	06024	FAC185-05	405913UKSD13
COPCO XAS185 CD PE T4 COM	06014	FAC185-06	HOP052048
TMS BRIDGEMASTER ARC-SPR	06011	FTBA-01	MA500171A
TMS BRIDGEMASTER ARC-SPR	06012	FTBA-02	KJ015016
TMS BRIDGEMASTER ARC-SPR	06013	FTBA-03	MB180550A
TMS BRIDGEMASTER ARC-SPR	06031	FTBA-04	
TMS BRIDGEMASTER ARC-SPR	06041	FTBA-05	6301(Bridgmaster), NB201073U(Dc
QUICKSPRAY EPOXY GROUT PI	06017	FEPG200-01	312028
PA3000 EPOXY INJECTOR	06007	FPA3000-01	
PA3000 EPOXY INJECTOR	06008	FPA3000-02	
PA3000 EPOXY INJECTOR	06009	FPA3000-03	
PA3000 EPOXY INJECTOR	06043	FPA3000-04	
ANDERSON HP35 HYDRA PLAT	85015	FHP35-01	1H9US3330HS196484
ANDERSON HP35 HYDRA PLAT	85026	FHP35-02	1H9US3335JS196499
LINCOLN VANTAGE 300 GENE	06018	FLV300G-01	U1060502008
MULTIQUIP 19-29KVA T4 GEN	06019	FMG-DCA25-01	7155450
AIRMAN 49HP 40KVA T4 GENE	06025	FAG-SDG40-01	7H6BX12B6JA000432
AIRMAN ANA SDG25S 25KW G	06046	FG-SDG25-01	1238E13809
AIRMAN ANA SDG25S 25KW G	06047	FG-SDG25-02	1238E13810
WYLIE 500G EXPRESS WATER	06021	FWW500-01	065564
MULTIQUIP SP2S20H CONCRE	06022	FMCSW-01	RB034295
FABFORM 14K PT714 SCISSOR	06023	FDMP7X14-01	58XBD1421J1001288
BLASTMASTER 3.5S SANDPOT	06027	FSPT35-01	M35-331
BLASTMASTER 3.5S SANDPOT	06028	FSPT35-02	
BLASTMASTER 3.5S SANDPOT		FSPT35-03	
GSSI-SIR3000 GROUND PENET	06029	FSIR3K-01	0933
GSSI-MINIXT GROUND PENET	06036	FMXTGPR-01	1654
FDG-KM37 DIVING GEAR ASSE	06030	FKM37-01	
Pump HDP 140 Hammelmann	85040	FHDP140-01	21 16018 6003CL6A
Pump HDP 503 National Hydro	85041	FHDP503-01	21 16018 6003CL6A
Pump HDP 503 National Hydro	85042	FHDP503-02	21 16018 6003CL6A
AQUAJET 410A	06037	FAJ-410A	AQ221020

ECO Clear Water Treatment	06038		
AQUAJET 410A	06039	FAJ-410A	AQ220040
Miniconveyor 15'	06045	FM40C-01	



Telephone: 248-936-7700
 Fax: 248-936-7355
 Website: www.willistowerswatson.com

September 1, 2023

TO WHOM IT MAY CONCERN

Re: Freyssinet, Inc.
44880 Falcon Place, Suite 100
Sterling, VA 20166

Experience Modification Factor

This letter will confirm that the NCCI Experience Modification Factor for Freyssinet, Inc. for the past (4) four years are as follows:

<u>Effective Date</u>	<u>Factor</u>
10-1-2023	.99
10-1-2022	*1.00
10-1-2021	1.06
10-1-2020	.91
10-1-2019	.71

Please advise if we need to provide any additional information.

Sincerely,

Rhonda Felts

Rhonda Felts
 Senior Client Manager
 Email: Rhonda.Felts@wtwco.com
 PH: 615-872-3120

Willis Towers Watson Midwest, Inc.
 26555 Evergreen Rd,
 Suite 1600
 Southfield, MI 48076

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (0)	1 (1)	0 (0)	2 (2)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
87 (0)	0 (0)

Injury and Illness Types

Total number of...
(M)

(1) Injury	3	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 18 minutes per response, including time to review the instruction, search existing data sources, gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about this estimate of burden, including suggestions for reducing this burden, write to the Office of Management and Budget, Paperwork Project Director (0330-0042), Washington, DC 20503. Do not send the completed form to this office.

Year 2020



U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OSHA no. 1218-0170

Establishment Information

Your establishment name Freystinet, Inc.
 Street 44880 Falcon Place Suite 100
 City Sterling State VA Zip 20155
 Industry description (e.g., Manufacture of motor truck trailers)
Structural concrete repair and strengthening
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
 OR North American Industrial Classification (NAICS), if known (e.g., 335212)
2 3 8 1 1 0

Employment Information

Annual average number of employees 124
 Total hours worked by all employees last year 227,757

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Michael Davis
Company executive

CEO Title

703-378-2500

Phone

1-29-2021
Date

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2020



U.S. Department of Labor

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Frevssinel Inc

City	Starling	State	UA
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Identify the person		Describe the case				Classify the case												
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:						
						Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)	(M)	Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
								Job transfer or restriction	Other recordable cases									
						(G)	(H)	(I)	(J)	(K)	(L)		(1)	(2)	(3)	(4)	(5)	(6)
1	Jeffery Parmley	Technician	1/18	Cartert - Emerald Isle Bridge	Hand laceration by utility knife				X				X					
2	Mike Ballard	Technician	2/19	Lincoln City - D-River Bridge	Laceration by mini circular saw blade over hand				"				"					
3	Justin Pennington	Technician	B/10	Lee Reservoir - Tank 2	Torn meniscus, twisted knee in mud		x			87			x					
Page totals						0	1	0	2	87	0	3	0	0	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room H-3944, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Page 1 of 1

(1)	Injury
(2)	Skin Disorder
(3)	Respiratory Condition
(4)	Poisoning
(5)	Hearing Loss
(6)	All other illnesses

Injury					
(1)					
(2)					
(3)					
(4)					
(5)					
(6)					

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2022



U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OSHA no. 3219-0179

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	1	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
21	8
(K)	(L)

Injury and Illness Types

Total number of... (M)			
(1) Injury	2	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room H-3504, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name Freyssinet, Inc.
Street 44880 Falcon Place, Suite 100
City Sterling State VA Zip 20166
Industry description (e.g., Manufacture of motor truck trailers)
Structural Concrete Repairs and Strengthening
Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 8 1 1 0

Employment Information

Annual average number of employees 121
Total hours worked by all employees last year 231,382

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Michael Lopez CEO
Company executive Title
(703) 378-2500 1/17/2023
Phone Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2021

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OSHA no. 300A-018

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees (former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	0	2
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
3	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)	(4) Poisoning	0
(1) Injury	3	(5) Hearing Loss	0
(2) Skin Disorder	0	(6) All Other Illnesses	0
(3) Respiratory Condition	0		

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 53 minutes per response, including time to review the instruction, search existing data sources, gather the data needed, and complete and review the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing the burden, to Washington, DC 20503. Send all other correspondence regarding this collection of information to the Office of Management and Enterprise Services, Paperwork Project Manager (0304-0188), Washington, DC 20503.

Establishment Information

Your establishment name Froydnet, Inc.
Street 44880 Falcon Place Suite 100
City Sterling State VA Zip 21086
Industry description (e.g., Manufacture of motor truck trailers)
Structural concrete repair and strengthening
Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

2 3 8 1 1 0

Employment Information

Annual average number of employees 135
Total hours worked by all employees last year 250540

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Michael Smith
Company executive
(703) 378-2500
Phone

CEO
Title
1-18-22
Date

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2021



U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0178

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Freyssinet, Inc
City Sterling State Virginia

Identify the person			Describe the case		Classify the case				Enter the number of days the injured or ill worker was:						Check the "injury" column or choose one type of illness:					
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of Injury or onset of illness (mo./day)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from oxyacetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		(M) Check the "injury" column or choose one type of illness:								
						Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)	Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses			
						(G)	(H)	Job transfer or restriction	Other recordable cases	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)			
1	Timothy Lewis	Technician	5/11	Pier at DTA	Fractured finger		x			3		x								
2	Mike Ballard	Technician	7/26	Silcoos Bridge	Multiple body contusions				x			x								
3	Pieter Vanderkils	Technician	8/6	Eel River Bridge	Foot contusion				x			x								
Page totals						0	1	0	2	3	0	3	0	0	0	0	0			

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3844, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Page 1 of 1

Injury
Skin Disorder
Respiratory Condition
Poisoning
Hearing Loss
All other illnesses
(1) (2) (3) (4) (5) (6)

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2019

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0178

Establishment name Freyssinet, Inc.
City Sterling State Virginia

Identify the person		Describe the case		Classify the case		Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness.										
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness.						
						Days lost	Days away from work	Restricted to other duties	Job transfer or restriction	Other recordable cases	Away From Work (days)	On job transfer or restriction (days)	Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
						(G)	(H)	(I)	(J)	(K)	(L)	(M)	(1)	(2)	(3)	(4)	(5)	(6)
1	Wallace McDonney	Technician	01/09	301 Bridge over Rappahannock	Torn ACL jumping over guardrail		x				60	0	x					
2	Armando Verdica	Technician	06/19	Crescent Beach Bridge	Laceration from pressure washer				x				x					
3	Leovigildo Pacheco	Carpenter	09/27	Las Vegas Stadium	Broken finger pinched in guardrail				x				x					
4	Guadalupe Ortiz	Technician	12/09	Wilson and Mary Garage	Back strain when tripped over lip of a patch				x				x					
Page totals						0	1	0	3	60	0	0	4	0	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search existing data sources, gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA, Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Page 1 of 1

(1) (2) (3) (4) (5) (6)

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0".

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	0	3
(D)	(F)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
60	0
(G)	(K)

Injury and Illness Types

Total number of...			
(M)			
(1) Injury	4	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time to review the instruction, search existing data sources, gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about this estimate or any aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room H-3544, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Year 2019

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OSHA no. 1218-0175

Establishment Information

Your establishment name Fryssinet, Inc.
 Street 4480 Faton Place Suite 100
 City Starling State VA Zip 20186
 Industry description (e.g., Manufacture of motor truck trailers)
Structural Concrete Repair and Strengthening
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
 OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 8 1 1 0

Employment Information

Annual average number of employees 145
 Total hours worked by all employees last year 274,347

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Michael Beck
 Company executive

CEO Title

703-375-2500 Phone

01-21-2020
 Date

Expiration Date

12/31/2024

License No.

72158¹¹³

North Carolina

Licensing Board for General Contractors

This is to Certify That:

Freyssinet, Inc.

Sterling, VA

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited

Classification: Highway

until

December 31, 2024

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

01/01/2024

This certificate may not be altered.



Rolyn Hickman
Chairman

C. Frank Wiesner
Secretary-Treasurer

EDWARD S. KLUCKOWSKI, PE

610 Stonymeade Drive, Winchester, Virginia 22602
(540) 607-7460 / e-mail: eskvmiball@aol.com

QUALIFICATIONS SUMMARY

An energetic and confident executive with over 25 years of demonstrated success in the construction materials and general contracting industries with expertise in improving returns on capital employed, enhancing operational efficiencies, and effectively leading people. Provides expertise to pull team together into a cohesive whole and to uniformly apply the strategic direction of the organization. Makes solid decisions, manages sales and operational effectiveness, experienced with forecasting, business development, budgeting, financial analysis, and builds effective business relationships with customers.

EDUCATION

Virginia Military Institute, Bachelor of Science in Civil Engineering
The Management Course for Presidents; Strategic Management Course, AMA
United States Army Command & General Staff College – Fort Leavenworth, KS

PROFESSIONAL EXPERIENCE

Freyssinet, Inc., Sterling, Virginia 2011 to current
(Worldwide general contractor specializing in concrete and strengthening repairs, cathodic protection, stay cables, external post-tensioning, post-tensioning repairs, expansion joints and bearings.)

Director of Business Development and Marketing - United States – Repairs

Responsible for business development and marketing of construction services centered on the repair and strengthening of concrete structures within the industrial, manufacturing, power, and commercial building segments of the construction industry.

- Build lasting client relationships.
- Perform market analysis to identify and prioritize best opportunities where effective promotional campaigns will be implemented, project leads identified, future revenue opportunities developed.
- Generate competitive technical solutions for clients using innovative services, new technologies, and value-added services.
- Support sales revenue generation within each of the regional offices throughout United States.
- Direct efforts to identify and propose possible acquisition of active construction firms who participate in the concrete repair and strengthening industry.
- Coach and mentor sales and marketing personnel to develop an efficient and dynamic team by through effective communication, assessing needs and implementing individual development plans, and to build morale and rapport throughout the team and other functional groups.

Region Manager – Northeast United States – Repairs

Directed construction operations, business development and estimating functions within assigned region.

- Full responsibility for Profit and Loss performance.
- Led team that grew sales revenue to \$35 million from \$13 million over a two year period of time.
- Improved net profit margin to 7% from 1% by focusing on and securing the most promising projects, negotiating and achieving competitive pricing from subcontractors and material suppliers, improving operational efficiencies within field operations.
- Participated in the recruitment and hiring of project managers, superintendents and foremen that played critically in company's ability to grow and deliver on all client expectations.
- Implemented successful training program for college interns and newly hired staff that exposed individuals to company processes and field practices, while seeking individual feedback from participants to continuously improve the training experience.
- Developed and led bid process that enabled company to secure a \$15 million contract that is one of the largest in company's worldwide operations.
- Active member of management team that participated in improving company's safety performance with EMR Rating currently at 0.85 from 0.98 over a four year period of time.
- Responsible for the management and oversight of company's Engineering Department that works hand-in-hand with business development and operations producing value-engineering proposals, shop drawings and client engineering assistance, all creating and developing a competitive advantage for the company.

Business Development & Estimating Manager – Mid Atlantic – Repair

Initially stabilized, then led assigned team with overall responsibility of business development and estimating functions.

- Assigned by CEO to complete a financially and labor challenged project at Architect of The Capitol's (AOC) Tunnel-R in Washington, D.C.
 - Successfully negotiated a 50% reduction of assessed back charges generated by general contractor.
 - Completed project on time resulting in Owner complementing Freyssinet's team for their timeliness and quality of work performed.
- Responsible for all client ready bid estimates and business proposals
- Presided over client negotiations to obtain best contract value and terms for the company.
- Restructured Estimating team preceded by development of business plans and goals and timely execution.
 - Increased Estimating team bid throughput to \$100 million per year from \$28 million per year while maintaining same number of estimators.
- Responsible for sales revenue growth to \$13 million from \$1 million through the development of new clients, growing existing client relationships, and improved bid preparation strategies.
- Promotion of company expertise in specialty concrete repairs and construction services by giving presentations at industry conferences, luncheon seminars and dinner meetings. Audiences include general contractors, property owners and facility managers, and design professionals.

D.K. Patterson Construction, Inc., Harrisonburg, Virginia

2009 to 2011

(A design build general contractor offering general contracting, preconstruction planning, and project management services.)

President

Leading a \$6 million privately held general contracting company by revitalizing focus on company's mission objectives of quality, budget, and timelines while satisfying client expectations.

- Implemented full use of Master Builder enterprise software system connecting accounting, estimating, and project management functions.
- Established new estimating process utilizing AIA divisional format in combination with Master Builder software system.
- Formulated and successfully executed plan to develop new operating line of credit.
- Presided over plan development and execution of \$2 million construction contract involving the renovation of 72 apartment units in a 90 day schedule. Project completed on time.
- Created team structure with increased personal accountability for each team member resulting in three key personnel changes.

THE SHOCKEY PRECAST GROUP, Winchester, Virginia

2006 to 2009

(A full service precast concrete manufacturer specializing in parking structures, design build, architectural precast, and total precast solutions.)

President

Provided the vision and passion to lead a newly established task-oriented executive team toward accomplishing company's strategic objectives.

- Transformed executive team from management focused to leadership focused. Utilized company's "Partner of Choice" vision and value of leadership as impetus to initiate transformational process.
 - Business Plan successes included a positive shift in Safety culture through development of Near Miss process and 73% reduction in Worker Compensation Incurring Losses; Standardization of Precast Embeds incorporated into Engineering design process reducing manufacturing's material costs.
 - Developed and initiated Performance Management Review process throughout company.
 - Established Management Trainee program that attracted new supervisor talent into the company.
 - Initiated development of executive team through a Coaching process based on behavioral performance feedback.
- Provided strategic and operational direction over three year period with sales revenue growing to \$115 million from \$88 million and EBIT increasing by 50%.
- Formulated and executed \$7 million capital expenditure plan increasing Winchester structural plant Double-T capacity by 30%, and increasing prestressing capacity of Fredericksburg architectural plant by 25%.

- Presided over the implementation of the Lean Manufacturing Process throughout the company. Developed strategy, objectives, and included goals with associated timeframes. Aligned with company value of "commitment" and a continuous improvement culture.
 - Increased production efficiencies: Winchester by 33%; Fredericksburg by 26%.

LUCK STONE CORPORATION, Richmond, Virginia

2000 to 2005

(A family owned, privately held business producing crushed stone products, producer and distributor of stone-related architectural, landscaping and home décor materials and services.)

Vice President, Central Region

Led a group consisting of 177 associates located in a two state territory with operations that included five crushed stone operations, two sand and gravel operations, and one environmental land bank. Implemented and executed strategic plan objectives and continuous improvement processes.

- Revamped business planning and forecasting process; developed Region Vision that paralleled company Vision and Mission and supported by the business plan.
- Improved direct return on capital employed from 13.5% to 22.2% by employing a renewed emphasis on operational efficiency and sales price improvement objectives.
- Led team that grew sales revenue from \$34 million to \$51 million by employing new marketing and pricing strategy with a main emphasis on value-add selling.
- Leadership Team member that oversaw company's growth strategy through a task group that successfully reorganized the Construction Aggregates Division to sustain ongoing growth.
- Led diverse team that developed strategy to improve performance of sand and gravel assets that resulted in consolidation from 3 operations to 2 operations.
- Championed implementation of an "optimization model" within a three plant service area that enhanced operational efficiency and improved profitability.
- Leadership Team member that liaised activities between operations and surrounding neighbors resulting in extending quarry capacity by 40 million tons and developing new related user site that accommodated existing asphalt and ready-mixed concrete operations.

ROGERS GROUP, INCORPORATED, Sandusky, OH

2000

(Produces crushed limestone products for customer base located in the highly competitive Northeast Ohio marketplace. Included three rail distribution yards functioning as profit centers.)

General Manager / Strategic Business Unit Manager

Directed sales, plant operations, and two rail distribution yards. Full responsibility for \$30 million in sales revenue for a facility producing six million tons of construction aggregates annually.

- Led management team through a successful contract negotiation (four year contract) with local chapter International Union of Operating Engineers.
- Implemented strategic plan that eliminated contract hauler services that included selling stone products directly to end user customers. Enabled sales team to manage customers better through improved pricing and forecasting of products within marketplace while realizing enhanced profitability.
- Directed analysis of aggregate pricing dynamics by utilizing Business Objects reporting that aided sales team in meeting forecasted sales expectations and ability to manage top 100 customer accounts.

NORTHEAST SOLITE CORPORATION, Mt. Marion, New York

1983 to 2000

(A construction materials company producing lightweight aggregates, sand and gravel, and concrete masonry units, sold to ready-mixed concrete and block producers, general, site, and landscape contractors.)

President

(1997 to 2000)

Led this \$15 million privately held company after it was spun-off from Solite Corporation, Richmond, Virginia. Oversaw three operating companies, coordinated and led all functions including production, sales and marketing, human resources, and corporate finance. Maintained overall profit and loss responsibility and decision making authority.

- Developed company strategic plan and business plan; implemented plan through strategic planning process with each operating unit.
- Grew annual sales by 10.5% and increased overall operating revenues by 15% within the first year.
- Developed and executed a capital expenditure program that rehabilitated old equipment and reduced production costs by 27% in the first year of implementation.
- Stabilized production workforce through effectively communicating newly developed vision and mission, improved morale by establishing a monthly committee meeting with supervisors and hourly employees.

Vice President

(1996 to 1997)

Parallel responsibilities as District Sales Manager; higher level of involvement with corporate staff in the decision making process regarding operations at the Northeast facility.

District Sales Manager

(1991 to 1996)

Managed \$7 million in sales revenue in combination with technical promotion of structural lightweight aggregates.

Technical Services/Sales Engineer

(1983 to 1991)

PROFESSIONAL ACTIVITIES

Concrete Industry Board of New York City, Past President (Elected Position)

Member of American Concrete Institute

VMI Alumni Association

Member of Society of Military Engineers

Member of American Society of Highway Engineers

Member of International Concrete Repair Institute – Marketing Committee Secretary

Member Structural Engineers Association (Washington, DC, North Carolina, Virginia)

Robert Wolmarans

Project Manager

Robert.Wolmarans@Freyssinetusa.com

Office Number: (703) 378-2500



PROFESSIONAL EXPERIENCE

Freyssinet, Inc. | Sterling, VA

Project Manager | 2019 to Present

- Responsibilities: analyzing and approving tender makeup, planning and defining scope of work, schedule development, project planning, cost analysis, budget development, maintaining safety standards and client relations, review and submit drawings, risk management. Further responsibilities: Overseeing all contractual aspects including on time completion and within agreed upon budget.
- Current Projects:
 - ST Georges Bridge | August 2019 to December 2019
 - 2315 square foot of concrete repairs to the north approach piers and struts of the St Georges bridge. 280LF of joint replacement. Contract
 - AZR Girder Strengthening | September 2019 to October 2019
 - Strengthening of Girders and double Tee's with external posttensioning. Mono-strand and multi-stand

Freyssinet, PTY (Ltd). | South Africa

Project Manager | 2008 to 2019

- Completed Projects:
- Katherine Road Stay Cable Bridge | May 2018 to February 2019
 - Vertical and horizontal Posttensioning of Coal Mills
- VRM Foundation Mill | July 2018 to April 2019
 - Vertical and horizontal Posttensioning of Coal Mills
- Swakop River, MR2 and TR2-2 Bridges | April 2018 to May 2019
 - Multistrand posttensioning installations, tensioning and grouting
- Katherine Towers | January 2018 to June 2018
 - Multistrand posttensioning installations, tensioning and grouting
- Jane Furse Reservoir | May 2017 to January 2018
 - Multistrand posttensioning installations, tensioning and grouting
- Sasol Tank Jacking
 - Simultaneous Multi point heavy Lifting
- N12 Bridge Repair | January 2018 to May 2018
 - Heavy Lifting & Bearing Replacements
 - Stay Cable installation and stressing

Bluedust 14 n(PYT) Ltd | Thabazimbi, South Africa

Site Supervisor | 2005 to 2007

- Responsibilities: house maintenance and repairs, electrical fault findings and repairs, house renovations, plumbing, new build construction.

GMAW U.K | North Hampton, U.K

Welder and Installation Supervisor | 2003 to 2004

- Responsibilities: building of Grain Stores, construction welding, fitting and installation of conveyors and I-Beams

EDUCATION**Centurion College | Centurion, Pretoria, South Africa**

Air Conditioning and Refrigeration Graduated 11/2001

SKILLS

- Software: Microsoft Office (Excel, Word, PowerPoint), Microsoft Project, Google Sketchup, Viewpoint
- Operating Systems: Windows, Mac OS

LANGUAGES

- English
- Afrikaans

Ecudemio Gutierrez II

22230 Bull Rd. • Leonardtown, MD 20650 • Mobile: (202)779-3051 • Email: safetyjge@gmail.com

EDUCATION

1997 - 1999 I.T.T. Technical Institute: Electronics Engineering
 2000 - 2001 Alvin Community College: Computer Programming
 2013 - 2014 Columbia Southern University: Occupational Safety & Health (A.A.S.)
 2014 – 2016 Columbia Southern University: Occupational Safety & Health (B.S.)
 2016 – 2019 Cappella University: Psychology (M.S.)

NCCER Certified:

- CSSS (Certified Site Safety Supervisor) • Boilermaker
- Industrial Pipefitter Certified Plus

Certifications:

BCSP: Certified Safety Professional (CSP), Associate Safety Professional (ASP), Safety Management Specialist (SMS) Certified Health Safety Tech. (CHST)
OSHA: OSHA 30, General Industry 10hr, Competent Fall Protection Inspector
 Competent Confined Space Trainer, Confined Space Rescue
MEDIC First Aid: First Aid and CPR Instructor/Life Saving First Aid
IRMI: Construction Risk Insurance Specialist

EMPLOYMENT

EHS Manager

Freyssinet USA

Freyssinet

03/23 – Current

I am responsible for ensuring the Freyssinet USA Safety program is implemented on all sponsored projects. Emphasize the overall message of our safety, health and environmental program goals. Develop, implement, and maintain comprehensive written safety, health, and environmental programs containing philosophies, policies and procedures that comply with all Corporate, Federal, State, Local, and other regulatory agency guidelines. Develop, implement, and oversee comprehensive training programs for our employees. Monitor Worker's compensation and liability claims, and issues related to the performance of insurers' claims managers. Ensure the appropriate records are maintained as required by Corporate, Federal, State, and Local regulatory agencies. Attend, conduct and/or participate in various meetings with Project Managers, Safety Representatives Owners, and other representatives as necessary to assure compliance with safety and health requirements at each project site. Conduct project site audits to review records, permits, field conditions, safe work practices, and assess employee knowledge of safety policies. In addition, collaborate closely with the CEO, Human Resource Director, Operational Managers and Project Managers to cultivate the safety culture.

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Asst. District Safety Mgr.
Kiewit Power/TIC Power

TIC Power
03/22 – 3/23

I am responsible for ensuring the Kiewit Energy Safety Manual is implemented on all KPC/TICP sponsored projects. Emphasize the overall message of our safety and environmental program's "success or failure" is the district's safety record, no deaths or injuries, our ranking within the company, and no environmental impact to the company. Develop, implement, and maintain comprehensive written safety, health, and environmental programs containing philosophies, policies and procedures that comply with all Corporate, Federal, State, Local, and other regulatory agency guidelines. Develop, implement, and oversee comprehensive training programs for District and Project employees. Monitor Worker's compensation and liability claims, and issues related to the performance of insurers' claims managers. Ensure the appropriate records are maintained as required by Corporate, Federal, State, and Local regulatory agencies. Attend, conduct and/or participate in various meetings with Project Managers, Safety Representatives Owners, and other representatives as necessary to assure compliance with safety and health requirements at each project site. Conduct project site audits to review records, permits, field conditions, safe work practices, and assess employee knowledge of safety policies and procedures.

VP of Field Operations
Trinity Safety Group

National Director
09/21 – 3/22

I oversee the development and implementation of behavior-based safety practices, audits functions for health and safety procedure implementation, ensures compliance with corporate, OSHA, and client safety requirements, and conducting root-cause analysis of health and safety incidents. I monitor and documents the effectiveness of safety control measures used throughout the company and direct our Safety Staff in the implementation of The Corporate Health and Safety Program. I manage the development of site-specific health and safety plans for remediation and other construction projects. I collaborate closely with President, CFO, COO, Human Resource Director, and Division Managers to cultivate the safety culture. Provide health and safety leadership and direction to Division, Department and Project Managers. Serve as the corporate health and safety subject matter expert with clients, regulators, and staff working on projects or designing proposal responses. Manage health and safety resources and related departmental budgets. Manage corporate health and safety staff. When necessary, I plan, request, and assist in the hiring of new personnel. Work within the corporate framework to foster the career growth of direct reports. Serve as the primary contact on health and safety issues. Responsible for establishing and maintaining positive working relationships with clients, Site Health and Safety Managers, Corporate Division Managers, local representatives, and subcontractors. Create manage and review site specific health and safety plans. Appraise and implement new safety regulations as they relate to operations. Ensure that project personnel are trained in emergency response plan procedures. Work as the internal incident manager, ensuring that safety emergencies and injuries are effectively managed. Oversee, manage, and ensure safety orientation for all new personnel as applicable. Assist in the preparation of new work proposals as solicitations relate to corporate health and safety objectives. Review all contract documents related to ongoing or proposed work for safety related issues.

Ecudemio Gutierrez II

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Review subcontractor safety programs: ensure that subcontractor programs are compliant with corporate, OSHA, client, or applicable safety regulations. Participate in meetings with field personnel, such as pre-award and pre-construction conferences. Review audit summary report noting any deviations from the process or procedures and corrective actions that may be necessary to promote the health and safety of workers and the public. Oversee the leadership program, organize, and conduct leadership training, as necessary.

East Region Manager

Trinity Safety Group

DC Water & Sewer Authority/ Dulles Airport/ Maryland Transit Authority

01/18 – 08/21

D.C./MD/VA

I am responsible for ensuring implementation, monitoring, and updating the client's corporate safety policies. Monitor construction activities to ensure compliance with Occupational Safety and Health Administration (OSHA) construction industry standards as well as client's safety

program. Conducts pre-operational risk assessments on new sites. Design, propose and implement risk mitigation measures within the region. Proactively identify conditions or actions that may cause injury, illness or property damage and ensure implementation. Coach all regional personnel to improve safety conditions and performance. Ensures that within the region; operation employees, contractors, site visitors, etc. receive safety onboarding. Review, prepare and conduct an analysis of leading and lagging indicators to drive safety improvement. Develop, update, and implement of emergency procedures. Function as the local area Company representative for OSHA, EPA and other state and federal regulatory agencies and address any issues that may arise. Conduct accident, incident & near miss investigations as they arise in the field. Review and analyze to prepare lessons learned to be shared throughout region and Company. Implement any change procedures, as necessary. Support return to work programs.

Safety Director

Trinity Safety Group

DC Water Rehabilitation Project – DC Water & Sewer Authority

05/17 – 01/18

Washington, D.C.

I am responsible for ensuring the safety of the worksites by coordinating, administering, and implementing comprehensive programs in occupational, construction, industrial and environmental safety. Continually reviewing the existing Project Construction Master Safety

Program Guidelines and OCIP performance and make recommendations for changes to DC Water's Risk Manager and Director of Occupational Safety and Health. Review contracts for safety related language and make recommendations for additions or changes to DC Water's Risk Manager and Director of Occupational Safety and Health. Recommend safety related specifications, terms, and conditions for DC Water's solicitations-derived from lessons learned. Provide the level of safety and loss control services to maintain or improve DC Water's favorable loss ratio. Conduct monthly safety/work meetings with insurance carrier's Safety Representative, the contractor's Safety Representative and DC Water's Risk Manager and Director of Occupational Safety and Health to improve ROCIP 4 safety and loss prevention

Ecudemio Gutierrez II

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 program. Develop and implement an ongoing accident prevention program to include daily onsite inspections, review of contractor safety performance and contractor safety representatives. Investigate and coordinate the reporting of all accidents to appropriate insurance carriers for General Liability and Workers' Compensation. Ensure that all involved parties (ROCIP 4 Claims Manager, adjusters, contractors, and DC Water staff) have all the initial information (e.g., clear report of accident, claim numbers, pictures, and contract specifications). Develop alternatives DC Water may consider when reviewing contractor's safety record and Workers' Compensation Experience Modifications factors before awarding contracts. Provide monthly reports of each contractor safety performance to the Director of DC Water's Department of Occupational Safety and Health. Attend all pre-proposal/bid conferences advising of safety requirements of DC Water's ROCIP 4. Ensure additional safety component costs are considered in the construction contract. Attend all pre-construction meetings to explain the OCIP policies and procedures that impact contract compliance.

Safety Manager

Kiewit Power Constructors
Cove Point LNG Expansion Project - Dominion

09/16 – 5/17
Lusby, Maryland

I was responsible for the overall management of the safety program for the subcontractors and all site services work in accordance with OSHA and including case management for direct hire craft, training, and assisting owner relations. Duties also included overlooking the subcontractor safety compliance and 1,000+ craft employees, managing up to 3 safety staff employees, 2 contractor employees in the Safety Engagement Group and overseeing the subcontractor safety for up to 11 subcontractors and all subcontractor safety representatives.

Safety Manager

Kiewit Power Constructors
Paradise Combined Cycle Project - TVA

09/15 – 09/16
Drakesboro, Kentucky

As the Safety Manager my duties included assisting with the overall safety management of the project, all case management, training, environmental compliance, assisting owner relations, and financial performance of the safety budgets. Duties include assisting and training the High Angle

Rescue Team/Emergency Response Team, and overseeing the safety of over 800 craft employees, multiple subcontractors, and all equipment resources.

Project Safety Manager

KiewitPhelps
STRATCOM Replacement Facility/USACE

04/14 – 09/15
Offutt AFB, Nebraska

Ecudemio Gutierrez II

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As the Project Safety Manger my duties included the overall management of the safety program in accordance with OSHA and EM-385 regulations, all case management for direct hire craft, training, assisting owner relations, and financial performance of the safety budgets. Duties also included overlooking the subcontractor safety compliance and over 1,500 craft employees. Also, managing up to 3 safety employees and overseeing the safety managers for up to 6 subcontractors and all subcontractor safety representatives.

Project Safety Manager

Kiewit Power Constructors

MidAmerican Energy

05/12 – 04/14

Salix, Iowa

As the Project Safety Manger my duties included the overall safety management of the project, training, Environmental compliance, assisting owner relations, and financial performance of the

safety budgets. Duties included managing up to 5 salaried employees and overseeing the safety of over 500 craft employees, multiple subcontractors, and all equipment resources.

Field Safety Facilitator

Zachary Holdings / Fluor Global Services

British Petroleum

10/05-05/12

Texas City, Texas

As the Safety Facilitator/Manager my duties included supervising the overall safety management of the maintenance project, the environmental, and Industrial Hygiene of the site. Advise and support the client/employees on regulatory and compliance issues. Conduct regular Field Safety Audits to insure safe working conditions and procedures. Respond to medical issues. Also, correct safety concerns on ergonomics, environmental, and industrial hygiene.

Journeyman Pipefitter

01/01-10/05

ATTRIBUTES

I believe in honesty and integrity and sharing my knowledge with others. I listen well, accept constructive criticism, and am always willing to learn. I can teach a crowd of people just the same as I enjoy challenging situations and can work in a team.

SPECIAL RECOGNITION

- 15 years of Church Service
- 3 Years as a volunteer for Habitat for Humanity
- BCSP – CSP Exam Review Committee

Ecudemio Gutierrez II

22230 Bull Rd. • Leonardtown, MD 20650 • Mobile: (202)779-3051 • Email: safetyjge@gmail.com

- 2 Year Executive Board Member for the Northern Virginia Hispanic Chamber of Commerce

CAREER SKILLS / KNOWLEDGE

- | | |
|---------------------------------------|--|
| • Management and Supervision Skills | • Behavioral / Personality Recognition |
| • Strong Time Management Skills | • Highly Adaptable |
| • Strong Computer Skills | • Strong Personal Communication |
| • Strong Public Speaker | • Strong Audio/Visual Knowledge |
| • Budget Management | • Leadership Training |
| • Bi-lingual (Fluent English/Spanish) | • Policy/Procedure Writing |



AIA Document 0 – 2020

Contractor's Qualification Statement

THE PARTIES SHOULD EXECUTE A SEPARATE CONFIDENTIALITY AGREEMENT IF THEY INTEND FOR ANY OF THE INFORMATION IN THIS A305-2020 TO BE HELD CONFIDENTIAL.

SUBMITTED BY:

(Organization name and address.)

Freyssinet, Inc
Sterling VA. 20166

SUBMITTED TO:

(Organization name and address.)

City of Lenoir
5474 Waterworks Road, Lenoir NC

TYPE OF WORK TYPICALLY PERFORMED

(Indicate the type of work your organization typically performs, such as general contracting, construction manager as constructor services, HVAC contracting, electrical contracting, plumbing contracting, or other.)

THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:

(Check all that apply.)

- ☒ Exhibit A – General Information
- ☒ Exhibit B – Financial and Performance Information
- ☒ Exhibit C – Project-Specific Information
- ☒ Exhibit D – Past Project Experience
- ☒ Exhibit E – Past Project Experience (Continued)

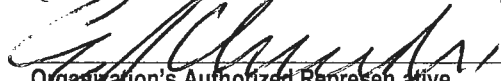
ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

CONTRACTOR CERTIFICATION

The undersigned certifies under oath that the information provided in this Contractor's Qualification Statement is true and sufficiently complete so as not to be misleading.

 12/14/2023
Organization's Authorized Representative Date
Signature

Ed Kluckowski - Director of Business Development

Printed Name and Title

NOTARY

State of:

County of:

Signed and sworn to before me this day of

Notary Signature

My commission expires:



AIA® Document 0 – 2020 Exhibit

General Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by and dated the day of in the year December 14, 2023
(In words, indicate day, month and year.)

§ A.1 ORGANIZATION

§ A.1.1 Name and Location

§ A.1.1.1 Identify the full legal name of your organization.
Freyssinet, Inc

§ A.1.1.2 List all other names under which your organization currently does business and, for each name, identify jurisdictions in which it is registered to do business under that trade name. N/A

§ A.1.1. List all prior names under which your organization has operated and, for each name, indicate the date range and jurisdiction in which it was used.

PTSC, CCS-Special Structures, Freyssinet LLC

§ A.1.1.4 Identify the address of your organization's principal place of business and list all office locations out of which your organization conducts business. If your organization has multiple offices, you may attach an exhibit or refer to a website.

44880 Falcon Place, Suite 100. Sterling VA 20166

§ A.1.2 Legal Status

§ A.1.2.1 Identify the legal status under which your organization does business, such as sole proprietorship, partnership, corporation, limited liability corporation, joint venture, or other.

Corporation

- .1 If your organization is a corporation, identify the state in which it is incorporated, the date of incorporation, and its four highest-ranking corporate officers and their titles, as applicable.

Delaware, Inc 04/10/2000 , Michael Louis (President & CEO)

- .2 If your organization is a partnership, identify its partners and its date of organization. N/A

- .3 If your organization is individually owned, identify its owner and date of organization. N/A

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- 4 If the form of your organization is other than those listed above, describe it and identify its individual leaders:

§ A.1.2.2 Does your organization own, in whole or in part, any other construction-related businesses? If so, identify and describe those businesses and specify percentage of ownership.

No.

§ A.1.3 Other Information

§ A.1.3.1 How many years has your organization been in business? 25

§ A.1.3.2 How many full-time employees work for your organization? 120

§ A.1.3.3 List your North American Industry Classification System (NAICS) codes and titles. Specify which is your primary NAICS code. 237310: Highway, Street, and Bridge Construction

§ A.1.3.4 Indicate whether your organization is certified as a governmentally recognized special business class, such as a minority business enterprise, woman business enterprise, service disabled veteran owned small business, woman owned small business, small business in a HUBZone, or a small disadvantaged business in the 8(a) Business Development Program. For each, identify the certifying authority and indicate jurisdictions to which such certification applies. N/A

§ A.2 EXPERIENCE

§ A.2.1 Complete Exhibit D to describe up to four projects, either completed or in progress, that are representative of your organization's experience and capabilities. See Attachment B

§ A.2.2 State your organization's total dollar value of work currently under contract.
\$143,000,000

§ A.2.3 Of the amount stated in Section A.2.2, state the dollar value of work that remains to be completed:

\$62,000,000

§ A.2.4 State your organization's average annual dollar value of construction work performed during the last five years.
\$38,000,000

§ A.3 CAPABILITIES

§ A.3.1 List the categories of work that your organization typically self-performs.

Concrete repairs and strengthening, concrete spall repairs, crack injections, CFRP reinforcement, pre-stressing and post tensioning strands, shotcrete (dry & wet processes); bridge bearing replacement; post tensioning work, stay cable installation and repairs, Cathodic Protection system installations (passive/aList ctive).

§ A.3.2 Identify qualities, accreditations, services, skills, or personnel that you believe differentiate your organization from others. Attachment B - Displays the diverse types of prospects with a capable of constructing with a skilled and seasoned team of experienced professionals.

AIA Document 0 – 2020 Exhibit B

Financial and Performance Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by Freyssinet, Inc. the day of _____ in the year _____ and dated December 14, 2023.
(In words, indicate day, month and year.)

§ B.1 FINANCIAL

§ B.1.1 Federal tax identification number: 13-4122485

§ B.1.2 Attach financial statements for the last three years prepared in accordance with Generally Accepted Accounting Principles, including your organization's latest balance sheet and income statement. Also, indicate the name and contact information of the firm that prepared each financial statement.

Schneider Downs; 1133 Penn Avenue, Pittsburgh, PA 1222-4205

Financial Statements available upon request.

§ B.1.3 Has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, been the subject of any bankruptcy proceeding within the last ten years? No.

§ B.1.4 Identify your organization's preferred credit rating agency and identification information.

(Identify rating agency, such as Dun and Bradstreet or Equifax, and insert your organization's identification number or other method of searching your organization's credit rating with such agency.)

01-344-5874

§ B.2 DISPUTES AND DISCIPLINARY ACTIONS

§ B.2.1 Are there any pending or outstanding judgments, arbitration proceedings, bond claims, or lawsuits against your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A, Section 1.2, in which the amount in dispute is more than \$75,000?

(If the answer is yes, provide an explanation.)

Yes, private arbitration.

§ B.2.2 In the last five years has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management:

(If the answer to any of the questions below is yes, provide an explanation.)

.1 failed to complete work awarded to it?
No

.2 been terminated for any reason except for an owners' convenience?
No

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- .3 had any judgments, settlements, or awards pertaining to a construction project in which your organization was responsible for more than \$75,000?

Yes, private arbitration award

- .4 filed any lawsuits or requested arbitration regarding a construction project?

Yes, private arbitration

§ B.2.3 In the last five years, has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management; or any of the individuals listed in Exhibit A Section 1.2:

(If the answer to any of the questions below is yes, provide an explanation.)

- .1 been convicted of, or indicted for, a business-related crime?

No

- .2 had any business or professional license subjected to disciplinary action?

No

- .3 been penalized or fined by a state or federal environmental agency?

No



AIA Document

0 – 2020 Exhibit C

Project Specific Information

Freyssinet, Inc

This Exhibit is part of the Contractor's Qualification Statement, submitted by and dated the day of in the year December 14, 2023
(In words, indicate day, month and year.)

PROJECT:

(Name and location or address.)

CONTRACTOR'S PROJECT OFFICE:

(Identify the office out of which the contractor proposes to perform the work for the Project.)

44880 Falcon Place, Suite 100. Sterling VA 20166

TYPE OF WORK SOUGHT

(Indicate the type of work you are seeking for this Project, such as general contracting, construction manager as constructor, design-build, HVAC subcontracting, electrical subcontracting, plumbing subcontracting, etc.)

General Contracting for PT Repair, Concrete Repair, Cathodic Protection and Traffic Coating

CONFLICT OF INTEREST

Describe any conflict of interest your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A Section 1.2, may have regarding this Project.

N/A

§ C.1 PERFORMANCE OF THE WORK

§ C.1.1 When was the Contractor's Project Office established?

04/10/2000

§ C.1.2 How many full-time field and office staff are respectively employed at the Contractor's Project Office?

120 employees

§ C.1.3 List the business license and contractor license or registration numbers for the Contractor's Project Office that pertain to the Project.

NC- 72158

§ C.1.4 Identify key personnel from your organization who will be meaningfully involved with work on this Project and indicate (1) their position on the Project team, (2) their office location, (3) their expertise and experience, and (4) projects similar to the Project on which they have worked.

Robert Steel /Operation Manager South Atlantic
ED Kluckowski / Director of Business Development - Sterling VA.

ADDITIONS AND DELETIONS:

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§ C.1.5 Identify portions of work that you intend to self-perform on this Project.

PT repairs, columns repairs, concrete repairs, vertical wall repairs, painting.

§ C.1.6 To the extent known, list the subcontractors you intend to use for major portions of work on the Project.

§ C.2 EXPERIENCE RELATED TO THE PROJECT

§ C.2.1 Complete Exhibit D to describe up to four projects performed by the Contractor's Project Office, either completed or in progress, that are relevant to this Project, such as projects in a similar geographic area or of similar project type. If you have already completed Exhibit D, but want to provide further examples of projects that are relevant to this Project, you may complete Exhibit E.

§ C.2.2 State the total dollar value of work currently under contract at the Contractor's Project Office:

0.00

§ C.2.3 Of the amount stated in Section C.2.2, state the dollar value of work that remains to be completed:

0.00

§ C.2.4 State the average annual dollar value of construction work performed by the Contractor's Project Office during the last five years.

See Attachment B

§ C.2.5 List the total number of projects the Contractor's Project Office has completed in the last five years and state the dollar value of the largest contract the Contractor's Project Office has completed during that time.

See Attachment B

§ C.3 SAFETY PROGRAM AND RECORD

§ C.3.1 Does the Contractor's Project Office have a written safety program?

Yes

§ C.3.2 List all safety-related citations and penalties the Contractor's Project Office has received in the last three years.

§ C.3.3 Attach the Contractor's Project Office's OSHA 300a Summary of Work-Related Injuries and Illnesses form for the last three years. Attached

§ C.3.4 Attach a copy of your insurance agent's verification letter for your organization's current workers' compensation experience modification rate and rates for the last three years. Attached

§ C.4 INSURANCE

§ C.4.1 Attach current certificates of insurance for your commercial general liability policy, umbrella insurance policy, and professional liability insurance policy, if any. Identify deductibles or self-insured retentions for your commercial general liability policy. Attached

§ C.4.2 If requested, will your organization be able to provide property insurance for the Project written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis?

§ C.4.3 Does your commercial general liability policy contain any exclusions or restrictions of coverage that are prohibited in AIA Document A101-2017, Exhibit A, Insurance A.3.2.2.2? If so, identify.

No

§ C.5 SURETY

§ C.5.1 If requested, will your organization be able to provide a performance and payment bond for this Project?

Yes

§ C.5.2 Surety company name:

CNA Surety Company

§ C.5.3 Surety agent name and contact information:

Alliant Insurance Services, Inc./ Terry Shawkey / 443-283.7892

§ C.5.4 Total bonding capacity:

\$500 Million

§ C.5.5 Available bonding capacity as of the date of this qualification statement:

\$360 Million



AIA Document

0 – 2020 Exhibit D

Contractor's Past Project Experience (See Attachment B)

	1	2	3	4
PROJECT NAME				
PROJECT LOCATION				
PROJECT TYPE				
OWNER				
ARCHITECT				
CONTRACTOR'S PROJECT EXECUTIVE				
KEY PERSONNEL (include titles)				
PROJECT DETAILS	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work
PROJECT DELIVERY METHOD	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:
SUSTAINABILITY CERTIFICATIONS				

(*) City of Lenoir WTP – Concrete and Waterproofing Repairs for the George L. Bernhardt Rhodhiss
Lake Water Treatment Facility

SKA Consulting Engineers – Greensboro, North Carolina

SKA Project Number: 180098.1

Freyssinet, Inc. Potential Subcontractor & Material Supplier Notification

Freyssinet Potential Subcontractors:

- Smart Electric / Miscellaneous Electrical work
- Jordan Fab / K&M / Railing fabrication
- TPS / Miscellaneous Plumbing work

Freyssinet Potential Material Suppliers:

- Guaranteed Supply / Xypex, Waterproofing materials, Miscellaneous concrete repair materials

Submitted by: Ed Kluckowski, Freyssinet, Inc.

**(*) City of Lenoir WTP – Concrete and Waterproofing Repairs for the George L. Bernhardt Rhodhiss
Lake Water Treatment Facility**

SKA Consulting Engineers – Greensboro, North Carolina

SKA Project Number: 180098.1

Freyssinet, Inc. Bid Document Qualifications / Exclusions

Bid Qualifications:

- Electrical Continuity – We have assumed that all steel is electrically continuous within the Flash Basin Walls (exterior and interior). In the event, steel reinforcement is not electrically continuous, Freyssinet reserves the right to adjust pricing if required to make steel reinforcement electrically continuous.
- Electrical Continuity – If Freyssinet discovers stray metal (metal screws, nails, form chairs, etc.) within the walls of the Flash Mixer Basins (interior and exterior walls), we reserve the right to adjust pricing if required to make stray metals electrically continuous.
- We have included in our Bid for poly protection of two (2) large metal pipes that are located on the northeast exterior side of the Flash Mixer Basins. We have excluded and type of repair work or painting of same metal pipes.
- Freyssinet's Proposed work duration for Base Bid is as follows:
 - Please see attached Tentative Project Schedule for Base Bid Work Items.
- Hazardous Materials – Owner is to have the Flash Mixer Basins (interior and exterior surfaces) tested for Hazardous Materials before Freyssinet begins its work.
 - Removal of Hazardous Materials is the responsibility of the Owner.
- Landscaping – Freyssinet has accounted for only additional soil and grass seed for the repair of existing grass that may have been torn up during digging operations to expose the concrete footer that supports the Flash Mixed Basins.
- Potable water and electricity provided for the duration of the project and provided by the Owner.
- Petrographic Analysis – We have allotted in our Bid \$5,000 to conduct Petrographic Analysis per Spec requirements 03360, Page 4 & Page 5, Section F.
- All Testing and Inspection required by the project documents is provided by the Owner.
- Temporary Flash Mixer Support Frame - We have assumed that service loads being transferred to the structure from the temporary support frame and the Flash Mixer Unit can be supported without the need for strengthening and or initial concrete wall repair work.
- Steel Angle Replacement (8/S7.4) – We have assumed that 36 LF of steel angle will need to be replaced. Remaining balance of existing steel angle to be utilized in the repair.
- We have excluded from our Bid any cutting, modification, etc. of existing metal grates located at top of Flash Mixer Basins.
- Removing / Replacing Existing Guardrail – We have assumed in our Bid 50.50 LF of Guardrail removal and replacement.

Freyssinet, Inc. Bid Document Qualifications/Exclusions – January 4, 2024

City of Lenoir WTP – Concrete and Waterproofing Repairs for the George L. Bernhardt Rhodhiss Lake Water Treatment Facility

SKA Consulting Engineers Project Number: 180098.1

- Installation of Below Grade Waterproofing – We have assumed in our Bid the installation of 371 SF of new waterproofing membrane.

Submitted by: Ed Kluckowski, Freyssinet, Inc.

Bid BondBond No. Bid Bond**CONTRACTOR:**

(Name, legal status and address)

Freyssinet, Inc.
 44880 Falcon Place, Suite 100
 Sterling, VA 20166

SURETY: Western Surety Company

(Name, legal status and principal place of business)

151 N. Franklin Street
 17th Floor
 Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

City of Lenoir
 5474 Waterworks Road
 Granite Falls, NC 28630

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% Five Percent of Amount Bid**PROJECT:**

(Name, location or address, and Project number, if any)

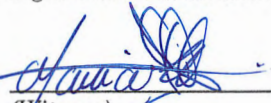
Concrete and Waterproofing Repairs, George L. Bernhardt Sr, Rhodiss Lake Water Treatment Facility, Granite Falls, North Carolina

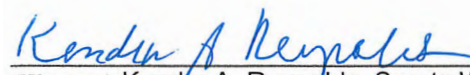
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

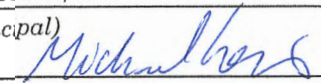
Signed and sealed this 12th day of December, 2023.


 (Witness)


 (Witness) Kendra A. Reynolds, Surety Witness

Freyssinet, Inc.

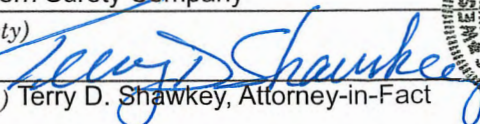
(Principal)

By: 

(Title)

Western Surety Company

(Surety)

By: 

(Title) Terry D. Shawkey, Attorney-in-Fact



Western Surety Company

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POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Terry D. Shawkey , Individually

of Pittsburgh, PA its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.: Bid Bond
Principal: Freyssinet, Inc.
Obligee: City of Lenoir

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of May, 2023.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha }

On this 9th day of May, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 12th day of December, 2023.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

SKA CONSULTING ENGINEERS
OF CHARLESTON, SC

CONTRACTOR'S SCHEDULE OF VALUES
CONTRACTOR - FREYSSINET INC.
Date: 12/14/2023

To: _____
From: _____
Application No.: _____
Period To: _____
Project No.: _____
Contract Date: _____

PROJECT NAME: LENOIR WATER TREATMENT PLANT

A	B	C	D	E	F	G	H	I	J	K	L	M	N
ITEM NUMBER	DESCRIPTION OF WORK	SCHEDULED VALUE	TOTAL QUANTITY ANTICIPATED	UNITS	COST/UNIT	QUANTITY IN PLACE	VALUE OF WORK COMPLETED TO DATE	STORED MATERIALS	TOTAL COMPLETED AND STORED TO DATE (G+H+I)	% (J/C)	WORK COMPLETED		BALANCE TO COMPLETE (C-J)
											Previous Applications	This Application	
A	Lump Sum Base Bid Excluding Unit prices												
	General Condition	\$ 79,000.00	1.00	LS	\$ 79,000.00	0.00	\$ -	\$ -	\$ -		\$ -	\$ -	\$ 79,000.00
	Shoring - Design and Construction	\$ 20,900.00	1.00	LS	\$ 20,900.00	0.00	\$ -	\$ -	\$ -		\$ -	\$ -	\$ 20,900.00
	Bracing - Design and Construction	\$ 10,400.00	1.00	LS	\$ 10,400.00	0.00	\$ -	\$ -	\$ -		\$ -	\$ -	\$ 10,400.00
	Debris Protection - Design and Construction	\$ 1,140.00	1.00	LS	\$ 1,140.00	0.00	\$ -	\$ -	\$ -		\$ -	\$ -	\$ 1,140.00
	Removal of existing flash mixer steel beams	\$ 6,870.00	1.00	LS	\$ 6,870.00	0.00	\$ -	\$ -	\$ -		\$ -	\$ -	\$ 6,870.00
	Fabrication and installation of new flash mixer support beams	\$ 29,900.00	1.00	LS	\$ 29,900.00	0.00	\$ -	\$ -	\$ -		\$ -	\$ -	\$ 29,900.00
	Removal of existing guardrails	\$ 6,312.50	1.00	LS	\$ 6,312.50	0.00	\$ -	\$ -	\$ -		\$ -	\$ -	\$ 6,312.50
	Fabrication and installation of new guardrails	\$ 100,495.00	1.00	LS	\$ 100,495.00	0.00	\$ -	\$ -	\$ -		\$ -	\$ -	\$ 100,495.00
	Removal, protection, and re-installation of flash mixers	\$ 32,200.00	1.00	LS	\$ 32,200.00	0.00	\$ -	\$ -	\$ -		\$ -	\$ -	\$ 32,200.00
	Replacement and capping of mecanical feed lines	\$ 21,400.00	1.00	LS	\$ 21,400.00	0.00	\$ -	\$ -	\$ -		\$ -	\$ -	\$ 21,400.00
	Installation of new bearing angles for grates	\$ 7,560.00	1.00	LS	\$ 7,560.00	0.00	\$ -	\$ -	\$ -		\$ -	\$ -	\$ 7,560.00
	Installation of new below grade waterproofing	\$ 25,599.00	1.00	LS	\$ 25,599.00	0.00	\$ -	\$ -	\$ -		\$ -	\$ -	\$ 25,599.00
1	Bonded overlay repairs : Demolition, Application and Curing	\$ 182,975.00	2,815.00	SF	\$ 65.00	0.00	\$ -	\$ -	\$ -		\$ -	\$ -	\$ 182,975.00
2	Horizontal Concrete Repairs	\$ 2,250.00	10.00	SF	\$ 225.00	0.00	\$ -	\$ -	\$ -		\$ -	\$ -	\$ 2,250.00
3	Vertical Concrete Spall Repairs (Less Than 3.5 inches)	\$ 37,500.00	150.00	SF	\$ 250.00	0.00	\$ -	\$ -	\$ -		\$ -	\$ -	\$ 37,500.00
4	Vertical Concrete Spall Repairs (3.5 inches to 6 inches)	\$ 85,500.00	300.00	SF	\$ 285.00	0.00	\$ -	\$ -	\$ -		\$ -	\$ -	\$ 85,500.00
5	Full Depth Wall Repair	\$ 79,500.00	150.00	SF	\$ 530.00	0.00	\$ -	\$ -	\$ -		\$ -	\$ -	\$ 79,500.00
6	Installation of Galvanic Anodes	\$ 19,800.00	200.00	EA	\$ 99.00	0.00	\$ -	\$ -	\$ -		\$ -	\$ -	\$ 19,800.00
7	Vertical Crack Injection	\$ 37,500.00	300.00	LF	\$ 125.00	0.00	\$ -	\$ -	\$ -		\$ -	\$ -	\$ 37,500.00
8	Installation of #6 Steel Rebar	\$ 1,150.00	10.00	EA	\$ 115.00	0.00	\$ -	\$ -	\$ -		\$ -	\$ -	\$ 1,150.00
9	Installation of Shear & Wedge Mechanical Splice	\$ 3,400.00	20.00	EA	\$ 170.00	0.00	\$ -	\$ -	\$ -		\$ -	\$ -	\$ 3,400.00
10	Core Extraction of Existing Anchors and Installation of New Epoxy Anchors	\$ 2,700.00	20.00	EA	\$ 135.00	0.00	\$ -	\$ -	\$ -		\$ -	\$ -	\$ 2,700.00
ALLOW	Lump Sum Allowance	\$ 50,000.00	1.00	LS	\$ 50,000.00	0.00	\$ -	\$ -	\$ -		\$ -	\$ -	\$ 50,000.00
	Overall Total Contract Value	\$ 844,051.50					\$ -		\$ -		\$ -	\$ -	\$ 844,051.50

Tentative Freyssinet Schedule

ID	Task Name	Working Days	Calendar Duration	Start	Finish	Qtr 1, 2024 Jan	Feb	Mar	Qtr 2, 2024 Apr	May	Jun	Qtr 3, 2024 Jul	Aug	Sep
0	Flash Mixers Repairs at Lenoir WTP	136 days	192 days	Mon 2/5/24	Wed 8/14/24									192 days
1	1 Mobilization	5 days	5 days	Mon 2/5/24	Fri 2/9/24									
2	2 Install Mixing Unit on Temporary Frame - Tank 2	2 days	2 days	Mon 2/12/24	Tue 2/13/24									
3	3 Displace Mixer & Dewater Tank - Tank 1	2 days	2 days	Wed 2/14/24	Thu 2/15/24									
4	4 Construction Activities - Tank 1	50 days	70 days	Fri 2/16/24	Thu 4/25/24									
5	5 Install New Mixer Frame System - Tank 1 & 2	2 days	4 days	Fri 4/26/24	Mon 4/29/24									
6	6 Reinstall Mixer, Verify Operation, Refill Tank - Tank 1	2 days	2 days	Tue 4/30/24	Wed 5/1/24									
7	7 Displace Mixer & Dewater Tank - Tank 2	2 days	2 days	Thu 5/2/24	Fri 5/3/24									
8	8 Construction Activities - Tank 2	50 days	72 days	Mon 5/6/24	Tue 7/16/24									
9	9 Reinstall Mixer, Verify Operation, Refill Tank - Tank 2	2 days	2 days	Wed 7/17/24	Thu 7/18/24									
10	10 Below Grade Waterproofing	4 days	6 days	Fri 7/19/24	Wed 7/24/24									
11	11 Guardrail Replacement	5 days	7 days	Thu 7/25/24	Wed 7/31/24									
12	12 Substantial Completion	0 days	0 days	Wed 7/31/24	Wed 7/31/24									
13	13 Punch List & Lanscape Repairs	5 days	7 days	Thu 8/1/24	Wed 8/7/24									
14	14 Demobilization	5 days	7 days	Thu 8/8/24	Wed 8/14/24									
15	15 Final Completion	0 days	0 days	Wed 8/14/24	Wed 8/14/24									



April 2024



Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2 6:00 p.m. City Council	3 9:00 a.m. Staff Mtg. 5:15 p.m. NCLM State Dinner-Hickory (Warehouse 18 Venues)	4	5	6 3:00 p.m. Cruise-In Downtown
7	8 Noon - City/County Services Committee	9	10 11:30 a.m. C.County Appreciation Luncheon J.E. Broyhill Civic Ctr.	11 2:00 p.m. ABC Board 6-8p WPCOG Annual Mtg.-Hickory Metro Ctr. 6:00 p.m. LBAB	12	13 NCDOT Spring Litter Sweep Begins
14	15 6:00 p.m. Parks & Recreation Advisory Committee (AFC Center)	16 6:00 p.m. City Council	17 9:00 a.m. Staff Meeting	18	19	20 8:00 a.m. - 6:00 p.m. Bootlegger 100 Bicycle Ride/Event begins/ends in Lenoir
21	22 5:30 p.m. Planning Board	23 8:30 a.m. Committee of the Whole (City H.) NCLM City Vision Conf. (Winston S.)	24 NCLM City Vision Conference Noon- Foothills Reg. Airport Authority	25 NCLM City Vision Conference (Winston Salem, NC) Ends	26	27 NCDOT Spring Litter Sweep Ends
28	29	30				
		May				
		The Foothills Regional Airport Authority will meet on Wednesday, May 1 at the Airport Facility.				

Board Appointment

Kimberly Edmisten Lenoir Tourism Development Authority (LTDA) 4-year Term

Note: This board appointment was announced at the March 19, 2024 City Meeting.