



AGENDA
CITY OF LENOIR
CITY COUNCIL MEETING
905 WEST AVENUE
TUESDAY, FEBRUARY 4, 2025
6:00 P.M.



I. CALL TO ORDER

- A. Moment of Silence & Pledge of Allegiance

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of the City Council meeting of Tuesday, January 21, 2025 as submitted.
- B. Proclamation; Black History Month: Approval of a proclamation in celebration of the month of February 2025 as Black History Month throughout the City of Lenoir. The 2025 Black History Month theme, "African Americans and Labor" focuses on the significant role that labor has played in shaping the Black experience throughout history with educational and inspirational events. Since 1976, every United States president has officially designated the month of February as national Black History Month to honor and affirm the importance of Black history throughout our American experience.
- C. Unifour Hazard Mitigation Plan Update (2025): Approval of the attached Resolution of Adoption of the Unifour Hazard Mitigation Plan Update (2025). As background information, the Federal Disaster Mitigation Act of 2000 states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding. The Plan must be updated and adopted within a five-year cycle. Note: The full 814-page document can be viewed at the following link:
<https://acrobat.adobe.com/id/urn:aaid:sc:va6c2:9f16fb99-6ffb-40a3-bb7b-8a120ce5b653>.
- D. McGill Associates, P.A.; Task Orders No. 1 and No. 2: Staff recommends approval of Task Orders No. 1 and No. 2 as prepared by McGill Associates, P.A. for civil engineering services related to the Campus Improvements Project (OVT Pavilion/former LEOS site and Historic Old Lenoir High School Gymnasium and Auditorium.) Note: The fee for Task Order No. 1 is \$30,000 (lump sum). The fee for Task Order No. 2 is a maximum of \$45,000, to be billed hourly as work progresses not to exceed \$45,000.
- E. Acceptance of Engineering Services Proposal; SKA Consulting Engineers, Inc.: Staff recommends City Council's acceptance of an Engineering Services Proposal for a 2025 Concrete Condition Assessment of Exterior Treatment Basins at the George L. Bernhardt, Sr. Rhodhiss Lake Water Treatment Facility with estimated fees up to \$65,000.00.

IV. REQUESTS AND PETITIONS OF CITIZENS

V. REPORTS OF BOARDS AND COMMISSIONS

- A. Rick Oxford, Plan Administer, Western Piedmont Council of Governments will hold a public meeting to receive public input and comments for the FY 2025-2029 Consolidated Plan for the City of Lenoir and the Unifour HOME Consortium, and the

FY 2025 Action Plan. This Consolidated Plan, as required by the U.S. Department of Housing and Urban Development (DHUD), identifies needs, outlines goals, develops action plans and prepares budgets for the City of Lenoir and the Unifour HOME Consortium, for the use of Community Development Block Grant (CDBG) funds and HOME funds for the next five years, beginning July 1, 2025 and ending June 30, 2029.

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

A. Items of Information

1. In celebration of Black History month, the following events are scheduled at the Martin Luther King, Jr. Center. All of the events are free to the public.
 - a) Saturday, February 8 – the movie “The Six Triple Eight” will be shown at 4:00 p.m. The movie tells the story of the only US Women’s Army Corps unit of color stationed overseas that takes on an impossible mission during WWI. The movie is based on a true story.
 - b) Thursday, February 20 – the annual Quiz Bowl and Essay Contest at 6:00 p.m.
 - c) Monday, February 24 – American Red Cross Blood Drive from 2:00 p.m. to 6:30 p.m. Call the MLK Center at (828) 757-2170 to schedule an appointment.
2. The Lenoir Tourism Development Authority will meet on Thursday, February 6 at 4:00 p.m. at City Hall, Third Floor Conference Room.
3. The City/County Services Committee will meet on Monday, February 10 at noon at the Broyhill Civic Center.
4. The Economic Development Advisory Committee will meet on Tuesday, February 11 at 8:15 a.m. at the J.E. Broyhill Civic Center.
5. The ABC Board will meet on Wednesday, February 12 at 2:00 p.m.
6. The Lenoir Business Advisory Board will meet on Thursday, February 13 at 6:00 p.m. at City Hall, Third Floor Conference room.
7. The Parks and Recreation Advisory Committee will meet on Monday, February 17 at 6:00 p.m.

B. Items for Council Action

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

IX. REPORT AND RECOMMENDATIONS OF COUNCIL MEMBERS

X. ADJOURNMENT

Tuesday, January 21, 2025
Minutes-City of Lenoir Council Meeting

**LENOIR CITY COUNCIL
TUESDAY, JANUARY 21, 2025
6:00 P.M.**

PRESENT: Mayor Joe Gibbons presiding. Councilmembers present were Jonathan Beal, Todd Perdue, Ike Perkins, Ralph Prestwood, Kimmie Rogers, David Stevens, City Manager Scott Hildebran, City Clerk Shirley Cannon and Attorney Will Sparks, filling in for City Attorney Timothy Rohr.

ABSENT: Councilmember Crissy Thomas and City Attorney Timothy Rohr.

CITY STAFF: In attendance was Finance Director Donna Bean, Fire Chief Norman Staines, Police Chief Brent Phelps, Police Major Andy Wilson, Planning Director Hannah Williams, Parks & Recreation Director Phil Harper, Public Services & Public Works Director Jon Hogan, Public Services Public Utilities Director Jeff Church, Director of Special Projects & Grants Jared Wright and Public Information/Communication Director, Joshua Harris.

I. CALL TO ORDER

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

GENERAL

- COMMENTS:** B. On behalf of City Council, Mayor Gibbons asked everyone to keep Dr. Dana Clark in their thoughts and prayers as he is currently having some health issues. He also asked everyone to keep Judge Beverly Beal and wife Judy in their thoughts and prayers as well. They are the parents of Councilmember Jonathan Beal.

CONGRATULATIONS;

CITY ATTORNEY

TIMOTHY ROHR:

- C. On behalf of City Council, Mayor Gibbons introduced and welcomed Attorney Will Sparks who was filling in for City Attorney Timothy Rohr. Attorney Sparks shared that Attorney Rohr was selected to serve on the North Carolina Bar Council as a judicial councilor and was currently in Raleigh taking training. Attorney Sparks also stated the North Carolina Bar Council has a significant role as they regulate the legal profession and handle different issues.

On behalf of City Council, Mayor Gibbons stated City Council was proud of Attorney Rohr and extended congratulations upon his being selected to serve on the North Carolina Bar Council.

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**MARTIN LUTHER
KING, JR. DAY:**

- D. On behalf of City Council, Mayor Gibbons reported the celebration of events held for the Martin Luther King, Jr. holiday were a success. A breakfast was held on Saturday, January 18 at the Martin Luther King, Jr. Center followed by a gospel singing that evening along with a march held on Monday, January 21. All of the events were well attended.

**SPECIAL RECOGNITION;
KENNY NELSON:**

- E. On behalf of City Council, Mayor Gibbons read and presented a resolution to Deputy Fire Chief Kenny Nelson in honor and recognition of his retirement from the Lenoir Fire Department following over 35 years of service to the City of Lenoir and its citizens and over 43 years in the fire service. Mayor Gibbons also presented Chief Nelson with a key to the City for his dedicated and outstanding service. Chief Nelson's retirement date is effective January 31.

Mayor Gibbons stated the City was proud of Chief Nelson and all of his accomplishments during his tenure with the City. He remarked that Chief Nelson will be greatly missed and has worked diligently during his career to take care of others. Mayor Gibbons further thanked him for filling in as Interim Fire Chief for several months.

Deputy Chief Nelson stated he was honored to serve and work with such a special group of people. He thanked City Council, Mayor Gibbons, City Manager Hildebran, Fire Chief Norman Staines, Department Directors, co-workers and additional City Staff for the recognition.

He shared that he always wanted to be a firefighter and briefly talked about his experience of being offered a job with the Lenoir Fire Department by former Fire Chief Sam Williams.

He introduced his family members that were in attendance and remarked that it was a privilege to serve.

II. MATTERS SCHEDULED FOR PUBLIC HEARINGS

III. CONSENT AGENDA ITEMS

- A. Minutes: Approval of the minutes of the City Council meeting of Tuesday, December 7, 2024 as submitted.
- B. Lenoir AFC Design Vendor Selection: Following a thorough review and evaluation of each Statement of Qualifications (SOQ), Staff recommends entering into contract negotiations with J.M. Cope, Inc. to provide Design-Build services for the 2022 PARTF Project – Lenoir Aquatic and Fitness Center Improvements. Cope's qualification package demonstrated the firm's experience with the design build project delivery method, an experienced team with members of offering specific, pertinent areas, a thorough understanding of the project scope, and a suitable approach to project management and adequate quality control programs necessary to perform the work in a responsible manner. Additionally, J.M. Cope is appropriately licensed and insured, has financial capability to undertake the project, and is in good legal standing. The firm's full submittal package was included in the agenda packet for review.

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- C. FY2024-25 Audit Contract/Non-Contest Services – C. Randolph, CPA PLLC/S: Staff request's City Council approve the FY2025 Annual Audit Contract for the City of Lenoir as submitted by C. Randolph CPA, PLLC to not exceed \$45,000.
- D. Resolution; Kenny Nelson: Approval of the resolution presented to Kenny Nelson in honor and recognition of his 35 years of dedicated and outstanding service to the City of Lenoir and its citizens. (A copy of the resolution is attached to these minutes as information.)

Upon a motion by Mayor Pro-Tem Stevens, City Council voted 6 to 0 to approve Items A through D on the Consent Agenda as submitted.

IV. REQUESTS AND PETITIONS OF CITIZENS

HOMELESSNESS

ISSUE:

- A. Mr. Patrick Ariztia, 1873 Greasy Creek Road, Lenoir, NC addressed City Council about the issue of homelessness in Lenoir. Mr. Ariztia referred to the current weather conditions and asked City Council whether the City plans to open another homeless shelter. He also referenced warming tents along with people's personal items being picked up by the Police Department. Mr. Ariztia also stated he tried to help these individuals by providing a food pantry, but was informed by someone that he wasn't allowed to do that. He further stated he helps clean up these camps and is willing to work with the City regarding this issue.

City Manager Hildebran stated the Western Piedmont Council of Governments (WPCOG) Homelessness Response Team has a website that outlines the homelessness services available in their four (4) county area. Also, WPCOG hosted a seminar at the Broyhill Civic Center which was recorded and is available online. This video further discusses operation considerations regarding a warming center/shelter.

Police Chief Brent Phelps explained the City does not condone homeless camping and if one is found by the department in a wooded area, Staff will contact the property owner to check whether they have given access or permission to their property. Once it is determined the property owner has not given permission and they do want the individuals to leave the property, the individuals are requested to gather their belongings and leave the property. This then becomes a trespassing concern for the Police Department. If items are left on the property, he stated the Department will use city resources to clean up the area. As an example, he cited a situation where it took three (3) dump loads to haul off all of the debris and items from a property. In this case, several individuals were charged with Felony Littering.

Chief Phelps also clarified for City Council that these individuals are advised by the Police Department that they have 24 hours to remove their property before it will be cleaned up by Police. This is a matter of trying to work with the homeless community while meeting the needs and request of our other community members.

V. REPORTS OF BOARDS AND COMMISSIONS

VI. REPORT AND RECOMMENDATIONS OF THE CITY MANAGER

- A. Items of Information

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PLANNING

BOARD: 1. The Planning Board will meet on Monday, January 27 at 5:30 p.m. at the City/County Chambers.

COMMITTEE OF

THE WHOLE: 2. The Committee of the Whole will meet on Tuesday, January 28 at 8:30 a.m. at City Hall.

**FOOTHILLS REGIONAL
AIRPORT AUTHORITY:**

3. The Foothills Regional Airport Authority will meet on Wednesday, January 29 at noon at the airport facility.

B. Items for Council Action

VII. REPORT AND RECOMMENDATIONS OF THE CITY ATTORNEY

VIII. REPORT AND RECOMMENDATIONS OF THE MAYOR

IX. REPORT AND RECOMMENDATIONS OF COUNCILMEMBERS

X. ADJOURNMENT

A. There being no further business, the meeting was adjourned at 6:35 p.m.

Shirley M. Cannon, City Clerk

Joseph L. Gibbons, Mayor



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

Resolution honoring Kenneth Dale Nelson

WHEREAS, Kenneth "Kenny" Dale Nelson started his fire service career in 1982 as a volunteer firefighter at Valmead Fire Department and started working at the City of Lenoir Fire Department in June 1990; and

WHEREAS, Chief Nelson served at Valmead Fire for 20 years earning the rank of Lieutenant and Captain and volunteered as a firefighter for five years at Sawmills Fire Department; and

WHEREAS, during his career at the Lenoir Fire Department, Chief Nelson held the positions of Firefighter, Driver Operator, Acting Officer, Second Lieutenant, Lieutenant, Captain, Training Officer, Battalion Chief, and Deputy Fire Chief, and in 2000, Chief Nelson was recognized as Firefighter of the Year for the City of Lenoir Fire Department; and

WHEREAS, during his time in the fire service, Chief Nelson taught fire, rescue, and EMS classes at Caldwell Community College & Technical Institute, and in 2015, Chief Nelson obtained his Associate Degree in Emergency Management from Caldwell Community College & Technical Institute; and

WHEREAS, in 2023, after the retirement of the previous Fire Chief, Chief Nelson stepped up to serve as Interim Fire Chief and successfully led the department from February to June of that year; and

WHEREAS, during his 43-year fire service career, Chief Nelson completed many state certifications including Firefighter 3, Fire Officer 3, Certified Fire Investigator, Fire Inspector 1, Fire and Life Safety Educator, and Technical Rescuer, and he obtained instructor qualifications in Firefighter I and II, Rapid Intervention Team, Live Burn, Emergency Vehicle Driver and Emergency Medical Technician; and

WHEREAS, Chief Nelson has been a model firefighter, an exceptional leader, and a humble servant to his fellow firefighters, residents, and the City of Lenoir. He has displayed the highest levels of integrity on and off the job, and he has always been willing to help the department, the City, his coworkers, and people in the community in any way he can; and

WHEREAS, Chief Nelson has announced his retirement from the Lenoir Fire Department as of January 31, 2025, ending his 34 and a half years of exemplary service to the City of Lenoir.

NOW THEREFORE BE IT RESOLVED, that I, Joseph L. Gibbons, Mayor, on behalf of the City of Lenoir Council and all of our citizens, do hereby congratulate Kenny on his retirement and commend him for the example he has set as a dedicated public servant; and

BE IT FURTHER RESOLVED, that Council and I extend our sincere appreciation and deep gratitude for Kenny's faithful and outstanding service and many contributions to the betterment of the fire service in North Carolina and to the City of Lenoir.

THIS, the 21st day of January 2025.




Joseph L. Gibbons, Mayor



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

Black History Month Proclamation

WHEREAS, since 1976, every United States president has officially designated the month of February as national Black History Month to honor and affirm the importance of Black history throughout our American experience; and

WHEREAS, the United States joins other countries around the world in devoting a month to recognize Black history, including Canada and the United Kingdom; and

WHEREAS, the observance of Black History Month began in 1926, when Harvard-trained historian Carter G. Woodson and Minister Jesse Moorland sponsored the first national Negro History Week, which was celebrated the second week in February, and later in the 1960s as part of the Civil Rights Movement the observance evolved into Black History Month; and

WHEREAS, the 2025 Black History Month theme, "African Americans and Labor" focuses on the significant role that labor has played in shaping the Black experience throughout history; and

WHEREAS, much of the City of Lenoir's honor, strength, and success can be attributed to the diversity of cultures and traditions that are celebrated by the residents of this great City; and

WHEREAS, African Americans have played significant roles and made lasting contributions to our City's history and the history of North Carolina's economic, cultural, spiritual and political development, while working tirelessly to contribute to every aspect of American society including business, education, politics, science, and the arts; and

WHEREAS, Black History Month is a time for all Americans to remember the contributions and legacy of those who helped build our nation, fought against prejudice to secure lives of dignity and opportunity for all of our citizens, advanced the cause of civil rights for all Americans, and strengthened our families and communities.

NOW, THEREFORE, I, Joseph L. Gibbons, Mayor of the City of Lenoir and the City Council, do hereby encourage all residents to join me in honoring the many contributions made by African Americans to our City, State, and Nation, and to participate in the many educational and inspirational events celebrating February 2025 as "BLACK HISTORY MONTH."

IN WITNESS THEREOF, I have hereunto set my hand and caused the seal of the City of Lenoir to be affixed, this the 4th day of February in the year of our Lord two thousand and twenty-five.

SEAL

Joseph L. Gibbons, Mayor



**CITY OF LENOIR
COUNCIL ACTION FORM**

- I. Agenda Item:** Consideration of a Resolution of Adoption of the Unifour Regional Hazard Mitigation Plan Update (2025).
- II. Background Information:** Hazard mitigation plans are prepared and adopted by communities with the primary purpose of identifying, assessing, and reducing the long-term risk to life and property from hazard events. The Federal Disaster Mitigation Act of 2000 states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five-year cycle. As such, this plan is updated and adopted every five years. The current Unifour Regional Hazard Mitigation Plan was adopted in 2020.

The State of North Carolina contracted with AECOM to develop the Unifour Regional Hazard Mitigation Plan. Both the State of NC and FEMA have reviewed the draft plan. The next step in the process is to have the plan formally adopted by all governing bodies (county and municipal) in the Unifour.

The full 814-page document can be viewed at the following link:

<https://acrobat.adobe.com/id/urn:aaid:sc:va6c2:9f16fb99-6ffb-40a3-bb7b-8a120ce5b653>

- III. Staff Recommendation:** Approve the attached Resolution of Adoption of the Unifour Hazard Mitigation Plan Update (2025).
- IV. Reviewed by:**
- City Attorney:**
- Fire Chief:** *Norman Staines*

RESOLUTION
ADOPTING UNIFOUR REGIONAL
HAZARD MITIGATION PLAN

WHEREAS, the citizens and property within the City of Lenoir are subject to the effects of natural hazards that pose threats to lives and cause damage to property, and with the knowledge and experience that certain areas of the county are particularly vulnerable to drought, extreme heat, hailstorm, hurricane and tropical storm, lightning, thunderstorm wind/high wind, tornado, winter storm and freeze, flood, hazardous material incident, and wildfire; and

WHEREAS, the City of Lenoir desires to seek ways to mitigate the impact of identified hazard risks; and

WHEREAS, the Legislature of the State of North Carolina has in Article 5, Section 160D-501 of Chapter 160D of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Legislature of the State of North Carolina has enacted General Statute Section 166A-19.41 (*State emergency assistance funds*) which provides that for a state of emergency declared pursuant to G.S. 166A-19.20(a) after the deadline established by the Federal Emergency Management Agency pursuant to the Disaster Mitigation Act of 2002, P.L. 106-390, the eligible entity shall have a hazard mitigation plan approved pursuant to the Stafford Act; and.

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000 states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five-year cycle; and

WHEREAS, the City of Lenoir has performed a comprehensive review and evaluation of each section of the previously approved Hazard Mitigation Plan and has updated the said plan as required under regulations at 44 CFR Part 201 and according to guidance issued by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management.

WHEREAS, it is the intent of the City Council of the City of Lenoir to fulfill this obligation in order that the County and City will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting the County/City;

NOW, THEREFORE, be it resolved that the City Council of the City of Lenoir hereby:

1. Adopts the Unifour Regional Hazard Mitigation Plan.

2. Vests the City of Lenoir Emergency Management with the responsibility, authority, and the means to:

- (a) Inform all concerned parties of this action.
- (b) Cooperate with Federal, State and local agencies and private firms which undertake to study, survey, map and identify floodplain areas, and cooperate with neighboring communities with respect to management of adjoining floodplain areas in order to prevent exacerbation of existing hazard impacts.

3. Appoints the City of Lenoir Emergency Management to assure that the Hazard Mitigation Plan is reviewed annually and every five years as specified in the Plan to assure that the Plan is in compliance with all State and Federal regulations and that any needed revisions or amendments to the Plan are developed and presented to the City of Lenoir City Council for consideration.

4. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.

Adopted this the 4th day of February 2025.

Joseph L. Gibbons, Mayor
City of Lenoir

Attest:

Shirley M. Cannon, Clerk
City of Lenoir

Certified by: _____ (SEAL)

Date: _____

CITY OF LENOIR
COUNCIL ACTION FORM

I. Agenda Item:

Execution of Task Orders No. 1 and No. 2, as prepared by McGill Associates, P.A. for civil engineering services for the Campus Improvements Project; Task Order No. 1 is specific to the OVT Pavilion/former LEOS site at 1129 West Avenue, and Task Order No. 2 contains the scope of civil/site engineering for the Historic Old Lenoir High School gymnasium and auditorium sites.

II. Background Information:

On January 7, 2025, the City of Lenoir executed a Master Services Agreement (MSA) with McGill Associates (McGill) for civil engineering for the Campus Improvements Project. As detailed in the MSA, the specific scope of civil engineering services for each project or location was to be captured in forthcoming Task Orders, along with costs for service at each location.

Task Order No. 1 contains the scope of civil engineering services for the OVT Pavilion/former LEOS site located at 1129 West Avenue. The site plan will include new paved entrance(s) and exit(s), sidewalk connections, paved travel aisles and parking areas, utility and drainage infrastructure (as required), and site amenities. The fee for Task Order No. 1 is \$30,000 (lump sum).

Task Order No. 2 contains the scope of civil engineering services for the property between and surrounding the Old Lenoir High School gymnasium and auditorium. This work will include improvements to the parking areas, reconfiguring of accessible routes, and infrastructure relocation as necessary. Given the uncertainty of work required at this location, the fee for Task Order No. 2 is a maximum of \$45,000, to be billed hourly as work progresses.

III. Staff Recommendation:

Staff recommends execution of Task Orders No. 1 and No. 2 as prepared by McGill Associates, P.A. for civil engineering services related to the Campus Improvements Project (OVT Pavilion/former LEOS site and Historic Old Lenoir High School gymnasium and auditorium).

IV. Reviewed by:**City Attorney:** _____**Finance Director:** _____**Director of Special Projects and Grants:** _____**Parks and Recreation Director:** _____**Attachments:**

- Task Order No. 1 (1129 West Avenue)
- Task Order No. 2 (OLHS gymnasium and auditorium)

EXHIBIT B

TASK ORDER NO. 1

This **TASK ORDER NO. 1** dated the _____, day of _____ 20____, is a supplement to the **MASTER SERVICES AGREEMENT** between the City of Lenoir, North Carolina, dated January 7, 2025, hereinafter referred to as OWNER and McGill Associates, P.A., hereinafter referred to as "ENGINEER". The purpose of this Task Order is to authorize the ENGINEER to provide services for the "PROJECT" entitled:

Civil Engineering – 1129 West Harper Avenue

SECTION 1 - PROJECT DESCRIPTION:

The project can generally be described as:

Site improvements related to renovation of the existing building located at 1129 West Harper Avenue, including pedestrian access and addition of a covered pavilion.

SECTION 2 - SCOPE OF SERVICES:

The Engineer shall provide all professional services (the "Services") for the Project including, performance of the following:

1. Attend one (1) project kickoff meeting with the Owner, and Owner's design team.
This meeting occurred on October 4, 2024.
2. Attend one (1) preliminary site visit.
This meeting occurred on October 8, 2024.
3. Perform one (1) site survey verification site visit.
4. Prepare preliminary site plan based on existing conditions reflected in a topographic survey prepared by McGill Associates, and preliminary sketches prepared by the Owner's architect.
5. Prepare civil engineering plans with details required to construct exterior site improvements supporting the site development and proposed use. Drawings will be

based on the preliminary site plan and review comments issued by the Owner and the Owner's architect. Elements to be addressed by civil engineering plans include:

- Demolition, removal, and repair of existing site features to accommodate project construction.
- Final site layout identifying final location, orientation, and dimensions of paving, sidewalks, curbs, and other site-related improvements, based on preliminary site plan and sketches.
- Grading and drainage plan identifying existing and proposed grades, drainage collection, points, drainage piping, and routing of roof drains and downspouts to existing on-site storm drains. This item assumes permanent Stormwater Control Measures (SCM's) will not be required to comply with the City of Lenoir NPDES Phase II ordinance requirements due to this project disturbing less than 1 acre. This proposal does not include design of re-routing or upgrading existing offsite storm drains.
- Utility plan locating proposed domestic water, fire water, and sewer service lines. This item also includes identifying pathways for routing dry utilities including electrical, natural gas, and communication service conduits. Design of dry utility services is not included under this item.
- It is assumed water/sewer utilities are available at the property line with sufficient capacity to adequately serve the proposed development. Offsite utility extensions and/or improvements are not included under this proposal.
- Erosion and sediment control plan identifying temporary measures for controlling soil erosion during the construction process and permanent measures to provide ongoing stabilization. It is assumed this development will disturb less than 1 acre and erosion control permitting will not be required.
- Landscape plan for compliance with City of Lenoir landscape ordinance requirements. Total site landscaping is not included under this proposal, however, McGill Associates can provide total site landscaping as an additional service if desired by the Client.
- Construction details

6. Provide engineering drawing submission to the Owner for review at the Design Development (80%) and Construction Documents (100%) completion stages. Attend one (1) in-person review meeting with the Owner following the Design Development submission.

7. Attend two (2) online progress meetings during the design and permitting processes.

8. Prepare civil site-related technical specifications in MasterSpec format based on McGill Associates standard specifications for incorporation into the Architect's bidding documents.

9. Provide one (1) engineer's estimate of construction cost related to civil/site items.

10. Prepare one (1) application with supporting calculations and documentation for each of the following permits:

- Zoning/Development Ordinance Review – City of Lenoir

- Building Permit – Caldwell County

11. This Scope of Services is based on the following assumptions:

- All information provided to McGill Associates by the Owner will be deemed reliable for use as presented
- Drawings will be prepared on the Owner's Architect's title block, unless otherwise requested. For other formats, title block and appropriate fonts will be provided in AutoCAD format.
- Additional revisions to the preliminary plans, requested after the review meeting comments have been addressed can be provided as a additional services on an hourly basis.
- All grading will occur on the project site, therefore, design and permitting of borrow and/or waste sites is not included under this proposal.
- Design of structures and amenities including outbuildings, dumpster enclosures, retaining walls, and other structural/architectural elements will be provided by the Owner's structural engineer, and are not included under this proposal.
- Electrical design services for exterior elements such as site lighting will be provided by the Owner's Architect's electrical engineer and are not included in this scope of services.
- Geotechnical engineering services are not included in this scope of services.
- It is anticipated that this project will not require a traffic impact study, or design of external roadway improvements, therefore, these items are not included under this proposal.
- As development of this site anticipates disturbing less than 1 acre, it is anticipated that permanent Stormwater Control Measures (SCM's) will not be required for this development.
- As development of this site anticipates disturbing less than 1 acre, erosion control permitting is not included under this proposal.
- Public water and sewer utilities are available at the project site, and extensions will not be required for this project, therefore, design of offsite utility extensions is not included under this proposal.
- The project property is within the Lenoir City Limits and properly zoned for the proposed use, therefore, annexation and/or re-zoning of the property is not necessary.
- This project will not result in disturbing any jurisdictional streams or wetlands which have not already been impacted, therefore, Army Corps of Engineers Section 404 and NCDEQ Section 401 permitting will not be necessary.
- This project will not result in disturbing any threatened or endangered species.
- Permit application and review fees will be paid by the Owner and are not included under this proposal.
- Construction contract documents will be prepared by the Owner's Architect and is therefore not included under this proposal.

SECTION 3 – COMPENSATION

The Owner shall pay the Engineer for services outlined in Task Order No. 1 the following Lump Sum amount:

\$30,000.00 Lump Sum Fee

SECTION 4 - MISCELLANEOUS

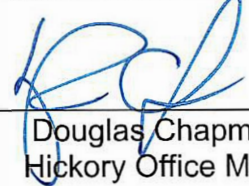
Except as otherwise provided herein, this Task Order supersedes all prior written or oral understanding of the parties and may only be changed by a written amendment executed by both parties.

SECTION 5 – AUTHORIZATION TO PROCEED

IN WITNESS WHEREOF, and as AUTHORIZATION TO PROCEED the parties execute below this Task Order No. 1 in duplicate originals:

EXECUTED this _____ day of _____, 20____.

McGill Associates, P.A.



Douglas Chapman, PE
Hickory Office Manager

City of Lenoir

By: _____
Scott Hildebran
City Manager

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

By: _____
Donna Bean
Finance Director

EXHIBIT B

TASK ORDER NO. 2

This **TASK ORDER NO. 2** dated the _____, day of _____ 20__, is a supplement to the **MASTER SERVICES AGREEMENT** between the City of Lenoir, North Carolina, dated **January 7, 2025**, hereinafter referred to as OWNER and McGill Associates, P.A., hereinafter referred to as "ENGINEER". The purpose of this Task Order is to authorize the ENGINEER to provide services for the "PROJECT" entitled:

Civil Engineering – The Campus Auditorium and Gymnasium**SECTION 1 - PROJECT DESCRIPTION:**

The project can generally be described as:

Site improvements related to renovation of the existing building Auditorium and Gymnasium buildings on the former Lenoir High School Campus located at 1114 and 1116 College Avenue Southwest.

SECTION 2 - SCOPE OF SERVICES:

The Engineer shall provide all professional services (the "Services") for the Project including, performance of the following:

1. Attend one (1) project kickoff meeting with the Owner, and Owner's design team.
This meeting occurred on October 4, 2024.
2. Attend one (1) preliminary site visit.
This meeting occurred on October 8, 2024.
3. Perform one (1) site survey verification site visit.
4. Prepare preliminary site plan based on existing conditions reflected in a topographic survey prepared by McGill Associates, and preliminary sketches prepared by the Owner's architect.
5. Prepare civil engineering plans with details required to construct exterior site improvements supporting the site development and proposed use. Drawings will be

based on the preliminary site plan and review comments issued by the Owner and the Owner's architect. Elements to be addressed by civil engineering plans include:

- Demolition, removal, and repair of existing site features to accommodate project construction.
- Final site layout identifying final location, orientation, and dimensions of paving, sidewalks, curbs, and other site-related improvements, based on preliminary site plan and sketches.
- Grading and drainage plan identifying existing and proposed grades, drainage collection, points, drainage piping, and routing of roof drains and downspouts to existing on-site storm drains. This item assumes permanent Stormwater Control Measures (SCM's) will not be required to comply with the City of Lenoir NPDES Phase II ordinance requirements due to this project disturbing less than 1 acre. This proposal does not include design of re-routing or upgrading existing offsite storm drains.
- Utility plan locating proposed domestic water, fire water, and sewer service lines. This item also includes identifying pathways for routing dry utilities including electrical, natural gas, and communication service conduits. Design of dry utility services is not included under this item.
- It is assumed water/sewer utilities are available at the property line with sufficient capacity to adequately serve the proposed development. Offsite utility extensions and/or improvements are not included under this proposal.
- Erosion and sediment control plan identifying temporary measures for controlling soil erosion during the construction process and permanent measures to provide ongoing stabilization. It is assumed this development will disturb less than 1 acre and erosion control permitting will not be required.
- Landscape plan for compliance with City of Lenoir landscape ordinance requirements. Total site landscaping is not included under this proposal, however, McGill Associates can provide total site landscaping as an additional service if desired by the Client.
- Construction details

6. Provide engineering drawing submission to the Owner for review at the Design Development (80%) and Construction Documents (100%) completion stages. Attend one (1) in-person review meeting with the Owner following the Design Development submission.

7. Attend two (2) online progress meetings during the design and permitting processes.

8. Prepare civil site-related technical specifications in MasterSpec format based on McGill Associates standard specifications for incorporation into the Architect's bidding documents.

9. Provide one (1) engineer's estimate of construction cost related to civil/site items.

10. Prepare one (1) application with supporting calculations and documentation for each of the following permits:

- Zoning/Development Ordinance Review – City of Lenoir

- Building Permit – Caldwell County

11. This Scope of Services is based on the following assumptions:

- All information provided to McGill Associates by the Owner will be deemed reliable for use as presented
- Drawings will be prepared on the Owner's Architect's title block, unless otherwise requested. For other formats, title block and appropriate fonts will be provided in AutoCAD format.
- Additional revisions to the preliminary plans, requested after the review meeting comments have been addressed can be provided as a additional services on an hourly basis.
- All grading will occur on the project site, therefore, design and permitting of borrow and/or waste sites is not included under this proposal.
- Design of structures and amenities including outbuildings, dumpster enclosures, retaining walls, and other structural/architectural elements will be provided by the Owner's structural engineer, and are not included under this proposal.
- Electrical design services for exterior elements such as site lighting will be provided by the Owner's Architect's electrical engineer and are not included in this scope of services.
- Geotechnical engineering services are not included in this scope of services.
- It is anticipated that this project will not require a traffic impact study, or design of external roadway improvements, therefore, these items are not included under this proposal.
- As development of this site anticipates disturbing less than 1 acre, it is anticipated that permanent Stormwater Control Measures (SCM's) will not be required for this development.
- As development of this site anticipates disturbing less than 1 acre, erosion control permitting is not included under this proposal.
- Public water and sewer utilities are available at the project site, and extensions will not be required for this project, therefore, design of offsite utility extensions is not included under this proposal.
- The project property is within the Lenoir City Limits and properly zoned for the proposed use, therefore, annexation and/or re-zoning of the property is not necessary.
- This project will not result in disturbing any jurisdictional streams or wetlands which have not already been impacted, therefore, Army Corps of Engineers Section 404 and NCDEQ Section 401 permitting will not be necessary.
- This project will not result in disturbing any threatened or endangered species.
- Permit application and review fees will be paid by the Owner and are not included under this proposal.
- Construction contract documents will be prepared by the Owner's Architect and is therefore not included under this proposal.

SECTION 3 – COMPENSATION

The Owner shall pay the Engineer for services outlined in Task Order No. 1 the following maximum hourly amount:

\$45,000.00 Hourly to a maximum

SECTION 4 - MISCELLANEOUS

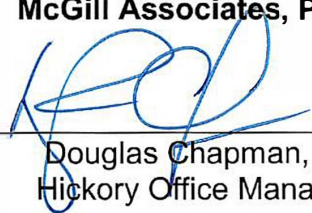
Except as otherwise provided herein, this Task Order supersedes all prior written or oral understanding of the parties and may only be changed by a written amendment executed by both parties.

SECTION 5 – AUTHORIZATION TO PROCEED

IN WITNESS WHEREOF, and as AUTHORIZATION TO PROCEED the parties execute below this Task Order No. 2 in duplicate originals:

EXECUTED this _____ day of _____, 20____.

McGill Associates, P.A.



Douglas Chapman, PE
Hickory Office Manager

City of Lenoir

By: _____
Scott Hildebran
City Manager

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

By: _____
Donna Bean
Finance Director

CITY OF LENOIR

COUNCIL ACTION FORM

- I. **Agenda Item:** Consideration of Acceptance of an Engineering Services Proposal from SKA Consulting Engineers, Inc. for a 2025 Concrete Condition Assessment of Exterior Treatment Basins at George L Bernhardt Sr. Rhodhiss Lake Water Treatment Facility with estimated fees up to \$65,000.
- II. **Background Information:** In April 2024, City Council awarded a contract to Freyssinet, Inc. for concrete and waterproofing repairs to the flash mix basin located at the George L. Bernhardt Sr. Rhodhiss Lake Water Treatment Plant. The cost of the project was in the amount of \$844,051.50, with the addition of a construction contingency of \$84,405 for a total project budget of \$928,456.50. In concert with McGill Associates, SKA Consulting Engineers, Inc. (SKA) was retained by the City to perform tensile bond strength testing services of the bonded cementitious mortar overlay on the project.

During the course of the repair project and with the basins drained, additional investigation work was identified in order to assess the condition of the facility. SKA is now being requested to perform an updated concrete condition assessment of the exterior treatment basins at the facility. SKA estimates that engineering fees may be \$55,000 to \$65,000. Note that this is not a guaranteed minimum or maximum. Fees will be billed based on required effort. Note: Approximately \$24,000 to \$28,000 of this fee is associated with the prices of third party laboratory testing, non-destructive testing equipment and other associated reimbursables required to complete the Scope of Services.

- III. **Staff Recommendation:** Staff recommends City Council approve an Engineering Services Proposal from SKA Consulting Engineers, Inc. for a 2025 Concrete Condition Assessment of Exterior Treatment Basins at George L Bernhardt Sr. Rhodhiss Lake Water Treatment Facility with estimated fees up to \$65,000.
- IV. **Reviewed by:**
City Attorney: _____
Finance Director: _____
Public Works/Public Utilities Director: Jeff Charok



February 3, 2025

City of Lenoir
P.O. Box 958
Lenoir, NC 28645

Attention: Mr. Jeff Church | Director of Public Utilities – City of Lenoir
jeff.church@lenoirnc.gov

c/o Joel Whitford, PE | Project Manager – McGill and Associates
joel.whitford@mcgillengineers.com

**Reference: Proposal: 2025 Concrete Condition Assessment of Exterior Treatment Basins
George L Bernhardt Sr. Rhodhiss Lake Water Treatment Facility
5474 Waterworks Road / Granite Falls, NC 28630
SKA Proposal No. 2025-012-011; SKA Project 180098**

Dear Mr. Church:

SKA Consulting Engineers, Inc. (SKA) respectfully submits this proposal to the City of Lenoir (COL) to perform an updated concrete condition assessment of the exterior treatment basins at the referenced facility. This proposal includes Background Information, Scope Components, Scope of Work, Scheduled Proposed Consulting Fee, and Required Third Party Contractor Assistance.

Background Information

This proposal is based on the following information:

- ❖ Contract Drawings: Water Facilities Treatment Plant Expansions – O’Brien and Gere Engineers (February 1974). Schematic plans, elevations and details for the Exterior Basins (Basins) are illustrated on these drawings.
- ❖ Report of Limited Concrete Condition Assessment: Sedimentation/Flocculation Basins and Elevated Walkways – SKA Consulting Engineers (June 22, 2018).
- ❖ Conversation between Jeff Church (COL) and David Keatts (SKA) on December 9, 2024, following a construction progress meeting associated with the 2024 Flash Mixer Basin Repairs.
- ❖ Emails between COL and SKA between the weeks of January 21 and January 28, 2025. Basin drainage schedules were the subject of these emails.

Basins at the George L. Bernhardt Sr. Rhodhiss Lake Water Treatment Facility include two exterior primarily above ground reinforced concrete sedimentation/flocculation basins and two

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Structural Mechanical–Electrical–Plumbing–Fire Protection Building Solutions–Roofing–Waterproofing



reinforced concrete flash mixers (Figure 1). The exterior basins were constructed circa 1974. In 2018, SKA assessed outside surfaces of walls forming the perimeter of the Basins and approximately half of the interior walls that were drained and safely accessibly at that time. Reported concerns generally included surface erosion of cement paste along submerged wall surfaces and within zones of walls near water surface lines, lack of entrained air in concrete components, scaling and shallow delamination of concrete surfaces at bridges, and full penetration vertical and diagonal cracks in perimeter walls actively leaking water. Flash mixer concrete walls generally demonstrated heightened concrete deterioration and reinforcing steel corrosion relative to the rest of the Basins.

Rehabilitation of the Flash Mixers is currently in progress to address concerns identified during the 2018 assessment. The project generally includes repair of concrete wall surfaces, replacement of flash mixer beam frames, installation of new below-grade waterproofing and replacement of exterior guardrails. Following an on-site progress meeting for this project conducted on December 9, 2024, COL and SKA discussed concerns that were discovered for the rest of the Basins in 2018. COL indicated interest in exploring rehabilitation of the rest of the Basins to extend functional and structural serviceability for another 30 to 40 years. To update required rehabilitation objectives for this purpose, COL requested that SKA re-evaluate the Basins during spring maintenance planned in April 2025, during which the Basins will be drained for a few weeks. COL also requested opinions of budget and schedule for rehabilitation, assuming separate repair of the sedimentation basins over two (2) separate construction phases. This proposal has been submitted in response to this request.

Equipment repairs required treatment basins on the south side to be drained prior to the planned April maintenance. During this period, crack repairs along exterior Basin walls on this side are planned to be executed by Freyssinet. COL and McGill requested that this proposal be expedited to access the Basins during this scheduled period. See the section below for more details about this schedule.

Scope Components and Drainage Schedule

The scope area includes exposed above-grade portions of the outside perimeter concrete walls, accessible concrete bridge surfaces, and associated guardrails, and additionally includes accessible and exposed interior concrete surfaces of concrete basins that are drained and made safely accessible by COL at the time of evaluation. See Figure 1 for understood Basin designations assigned by the City. Basin "A" was drained on January 26, 2025 for equipment repair, and is planned to remain drained until approximately mid-February 2025. The City has indicated that Basin "B" can be drained for evaluation immediately following refilling of Basin "A" for approximately one (1) week. This proposal assumes that both Basins "A" and "B" can be safely accessed within this schedule.



Figure 1. Plan view of the Lenoir WTP Exterior Basins. The Basins are split into 2 sides capable of independent operation. The south side, referenced as Basin “A”, is outlined in yellow. The north side, referenced as Basin “B”, is outlined in red. Basin “A” was evaluated in 2018 along with the Flash Mixer tanks currently under repair.

Proposed Scope of Services

SKA proposes to perform the following Scope of Services. Services will require the assistance of a Third-Party Contractor (TPC) procured by the Client or other entity. See Required Third-Party Contractor Assistance section of this proposal for details. This proposal assumes that the interior of both Basins can be accessed per the COL’s communicated Drainage Schedule.

1. Review

Review construction Documents, Record Drawings, Engineering Reports, Historic or Current Water Composition Reports, Repair Documents, Maintenance Documents or other information associated with the subject basins, as provided by the Client. SKA requests that access to documents be provided prior to our site visit.

2. Collect Verbal Information

Meet with one or more people designated by the Client during the site visit to obtain information offered regarding current concerns, maintenance, distress, repair history, and other information about subject basins, as it pertains to concrete distress and corrosion.



3. **Visual Review Prior to Draining**

Conduct a walking visual review of accessible exterior surfaces around the perimeter of the Basins and bridges (if access is safe) from accessible surfaces prior to draining. Note general types and magnitude of deterioration and distress in basins, as well as leak locations and characteristics.

4. **Visual Review**

Conduct a general walking visual review of accessible interior basin concrete surfaces. Note general types and magnitude of deterioration and distress in basins, as well as leak locations and characteristics. SKA will conduct more focused review at limited, representative, selected areas from accessible walking surfaces and from rolling scaffold or other lift access (raised access) provided and operated by others for the purposes of additional visual review or for testing as described herein.

5. **Audible Delamination Survey**

Conduct delamination with a masonry hammer, chain drag, rotary percussion device or other similar means at limited, selected, representative safely accessible representative areas from ground or raised access provided by the TPC to detect near-surface, sub-parallel separations detectable by this method.

6. **Rebar Cover Detection**

Use commercial reinforcing cover meter at limited, selected, representative areas to estimate depth of embedment (concrete cover) of near-surface reinforcing steel bars in limited, selected, representative structural concrete components. Evaluate results along with other performed tests and visual observations.

7. **Ground Penetrating Radar**

Perform Ground Penetrating Radar (GPR) testing at limited, selected, representative areas to estimate general depths and spacings of embedded steel reinforcement and component thicknesses, if deemed appropriate by SKA. Evaluate results along with other performed tests.

8. **Exploratory Excavations**

Identify 15 to 20 locations for TPC retained by others to prepare excavations in concrete surfaces, clean exposed reinforcing steel of corrosion products and repair excavations. The TPC will be responsible for patching excavations after review. Excavations will be used to review reinforcing steel, evaluate corrosion, calibrate non-destructive testing results, conduct pH testing, evaluate reinforcing connectivity, and review interior conditions of concrete. Average excavation dimensions will be approximately 6" x 6" x 4" deep.



9. **Petrographic Evaluation**

Identify 6 to 10 general locations while on-site for the TPC retained by COL to extract 4" diameter, partial-depth or full-depth cylindrical core specimens. SKA will collect, document and send a subset of these specimens to a third-party testing firm retained by SKA for petrographic evaluation in general accordance with ASTM C 856 and limited chemical testing via ion chromatography, titration or similar, to evaluate near surface characteristics. The testing will provide information regarding observed distress, internal materials-related distress (if any), depth of carbonation and general quality of concrete for making recommendations regarding repair and preservation. Samples may be taken from horizontal or vertical surfaces. Contractor will be required to provide access, locate steel to avoid cutting prior coring, core using surface mounted, water-cooled coring equipment with diamond-bit core barrels in working order, and patch core holes after extraction.

10. **Concrete Resistivity**

Use a Four-Pin Wenner Probe to estimate concrete resistivity at limited, selected areas where determined feasible and useful. Concrete resistivity is a parameter heavily influenced by concrete quality and moisture content and impacts the ability of the concrete to sustain corrosion. This technique can provide a general relative comparison of concrete quality and helps to interpret corrosion potential results, if performed.

11. **Half-Cell Testing**

If deemed acceptable and useful in the discretion of SKA based on reinforcing steel connectivity and other prevalent site conditions, conduct half-cell testing at 2 to 4 selected areas (approximately 10'x10') to evaluate potential for hidden corrosion. This work will require a third-party contractor to prepare excavations, clean steel to bare metal, and wet surfaces for a few hours. Surface areas tested at each location will be dictated by concrete conditions and extents of safe access.

12. **Report**

Provide a written report with photographs that summarizes SKA's concerns, opinions, and prioritized recommendations for repair and preservation. Depending on findings, the report may include recommendations for additional testing, analysis, evaluation, or a combination of these.

13. **Meeting**

If the City chooses to pursue opinions on pricing, scheduling and phasing based on SKA's conceptual recommendations, SKA will meet on-site with the third party engaged to provide this information to convey the conceptual recommendations provided in this report. This proposal assumes that the Contractor currently engaged in flash mixer repairs will be providing this service to the City.



Proposed Compensation

SKA Consulting Engineers, Inc. proposes to provide the scope of services outlined above for a fee equal to the sum of our employees' hours expended multiplied by the employees' standard billing rates (2025 Billing Rate Schedule attached) plus normal reimbursable expenses (rate sheet attached). Reimbursable expenses will include travel and per diem, equipment and testing fees (cover testing, resistivity testing, half-cell testing, GPR testing, carbonation testing), and third-party testing fees (petrographic evaluation and chloride testing). SKA estimates that engineering fees may be \$55,000 to \$65,000. Note that this is not a guaranteed minimum or maximum. Fees will be billed based on required effort.

Note: Approximately \$24,000 to \$28,000 of this fee is associated with the prices of third party laboratory testing, non-destructive testing equipment and other associated reimbursables required to complete the Scope of Services.

Required Third-Party Contractor Assistance

Associated work may occur anywhere on the exterior or interior of the basins within the scope area as determined in the field during the assessment. The following assistance will be required by a third-party contractor retained by others or by COL personnel, as appropriate.

1. Draining and cleaning of one half of the total basin area.
2. Safe rolling scaffold or other lift access with operator for accessing wall surfaces.
3. Protection for process equipment as required by the Owner.
4. Excavate concrete in 15 to 20 locations at selected locations within horizontal and vertical concrete components. Average concrete excavation will be 6" x 6" x 4" deep. Excavation perimeters must be square cut at the surface and concrete removed with chipping hammers. Remove corrosion products from reinforcing steel in concrete with a power operated wire wheel, grinder or other suitable means to clean steel to bare metal.
5. Extraction of 10 to 12 cylindrical concrete cores 4" in diameter (partial depth or full depth, as determined during the assessment) through vertical or horizontal components. Approximately half of these cores will be 4" in diameter and half will be 3" in diameter. The contractor should assume that full-depth cores through the water retaining walls will be required. The contractor will be responsible for locating steel using a suitable non-destructive method to avoid drilling through steel. Cores are to be extracted using mechanically surface mounted, water-cooled drilling equipment with new or excellent condition diamond bit core barrels.
6. Necessary electricity at point of testing and water for coring and wetting surfaces.



7. If present, removal of surface coatings at selected areas of concrete surfaces. Replace coatings with like materials to satisfaction of Owner.
8. Wet 2_areas (10' x 10' each) selected by SKA for a period of 4 to 6 continuous hours when directed by SKA. Method of wetting must uniformly cover the chosen areas.
9. Conduct testing to locate embedments prior to excavations and coring to avoid damage to embedments. Repair concrete removed within excavations, core holes and drilled holes indicated in this proposal to meet the satisfaction of the Owner. Repair any damage to embedments made during excavations.
10. Review of hazardous materials test reports prepared by others and adherence to any requirements the Industrial Hygienist may have regarding treatment or abatement of the materials as necessary for testing prior to our work beginning.
11. Contractor is to provide safe access to areas of the structure under evaluation. Lift access will be required along with certified operators.
12. OSHA compliant assistance for SKA for all activities.
13. Coordinate with SKA to provide a budget and schedule for repairs. This will include options for phasing of the repairs as dictated by the City's needs to remain functional during the repairs.

Limitations of Services

The following limitations and exclusions apply to this agreement:

1. All services provided by SKA are subject to SKA's General Conditions of Service (attached to this proposal). If there is a conflict between SKA's General Conditions of Service and any other part of the Agreement, the provisions of SKA's General Conditions of Service shall take precedence.
2. SKA is not responsible for events or conditions beyond our control (such as: unsuitable weather, failure of access equipment or power supply, directives by the Client, stoppages required by operations or processing, etc.) that alter, delay, or extend the schedule or Engineering fees for the proposed services.
3. The review is limited to the identified components. No structural analysis, building code review (i.e. structural, fire, electrical, egress, etc.), ADA compliance review, or review of architectural, mechanical, electrical or plumbing components are included in this review. No review of other buildings or connecting components is included.
4. It is important to note that not all portions of the specified building components will be accessible



or visible during this condition survey. Conditions that were not visible or were not obvious during the performance of this assessment, or identified through testing, could exist that would alter SKA's opinions and recommendations. SKA specifically disclaims any responsibility for conditions that were not visible or obvious during this condition assessment, the effects of information not provided to SKA, and conditions located in areas outside the scope of this review.

5. In the event that additional services such as site visits, site meetings, design of repair alternatives, meetings with designers, attorneys, etc. are required, SKA will provide a proposal for additional services for your approval prior to proceeding.
6. As part of this work, SKA may provide conceptual scopes of work, schematics or recommendations for repair, remediation, maintenance or preservation. Recommendations provided as part of this work are conceptual in nature and will require design by a licensed design professional for successful implementation. Reports and opinions are not meant to be used as design documents or contract documents. SKA is not responsible for misuse of opinions or reports and specifically disclaims all responsibility for losses incurred if the product of this work (a report) is used as a contract document for construction at this facility.
7. One or more qualified contractors or qualified maintenance people are required to provide access, provide standard power/extension cord at the point of testing, extract samples and replace components removed. This proposal does not include the services of the qualified contractor(s). All qualified contractors are to be retained and compensated by others. All equipment and access provided by qualified contractors are to be provided and operated in a safe and OSHA compliant manner. All actions performed by the Contractor or maintenance personnel must comply with all OSHA requirements for construction sites.
8. The qualified contractor(s) or maintenance personnel will be responsible for making excavations in and repairing all coatings, holes and exploratory openings, and reinstalling all removed components in a manner that is agreeable to the Owners. SKA will not select or approve finish colors, textures, or other aesthetic aspects of repair of exploratory openings or reinstallation of removed components. Contractors are responsible for locating embedment(s) (ties, reinforcing steel, conduit, etc.) prior to removing components so that embedment(s) are not damaged or otherwise negatively impacted during sample extraction or excavations.
9. SKA is not qualified to perform any services necessary to identify, evaluate, handle or abate hazardous materials, including, but not limited to silica, lead and asbestos. During this work, coatings may be disturbed. SKA requests confirmation that no hazardous materials are contained in components that might be disturbed. If necessary for confirmation, the Client should retain a third-party industrial hygienist to conduct testing. SKA disclaims all liability related to or arising out of claims related to or arising out of hazardous materials, or any action taken or not taken by any party with respect to mold or hazardous materials. By executing this Agreement, the Owners, for itself and all associated persons and entities, releases SKA and its agents, employees, officers,



and insurers from any and all claims, or liability of any type in any way related to or associated with mold or hazardous materials.

10. Test methods used in this evaluation use copper sulfate and phenolphthalein. Trace amounts may contaminate the surface. The Client / Owner are to confirm this is acceptable. SKA disclaims all liability related to or arising out of claims related to contamination of the concrete surfaces if this agreement is executed. By executing this Agreement, the Owners, for itself and all associated persons and entities, release SKA and its agents, employees, officers, and insurers from any and all claims, or liability of any type in any way related to or associated with contamination. If this is a perceived issue, SKA shall be informed so the proposal can be modified.

11. Deterioration of building components is an on-going process. SKA specifically disclaims all responsibility for damage, injury or loss of life that occurs due to failure to implement the recommendations of SKA.

12. SKA is not responsible for the accuracy of pricing submitted by a third-party contractor procured for this purpose by the City. Conceptual repair recommendations included in the SKA report will be provided to a third-party contractor for budgetary pricing. It will be the contractor's responsibility to interpret these recommendations and make the necessary assumptions and judgments required to provide their pricing opinions. SKA will not be responsible for rendering an opinion on the accuracy of any submitted pricing, phasing or scheduling submitted by this third party.

Project Authorization

SKA Consulting Engineers, Inc. appreciates this opportunity to submit a proposal for these services. We look forward to working with the City of Lenoir during this testing and evaluation. Please let us know if you have any questions regarding the proposed scope of work or the proposed fee.

You may indicate your acceptance of this proposal by signing below and returning a copy to us.

Sincerely,

SKA CONSULTING ENGINEERS, INC.

A handwritten signature in black ink that reads "David Keatts".

David Keatts, P.E.
Senior Project Engineer
Structural Repair Group

A handwritten signature in black ink that reads "David G. Tepke".

David G. Tepke, P.E.
Principal Engineer 3
Structural Repair Group



*Enclosures: 2025 Billing Rate Schedule
General Conditions of Service*

cc: DGT, JSM, WJB, LLR – SKA

The Terms and Conditions of this Agreement (SKA Proposal No. 2025-012-011), and the attached General Conditions of Service are acceptable to the City of Lenoir.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Please return one executed copy of this Agreement to our office.



2025 STANDARD CHARGE AND BILLING RATES

		<u>Rate per Hour</u>
PRINCIPAL ENGINEER	LEVEL 4	\$ 267.00
PRINCIPAL ENGINEER	LEVEL 3	\$ 251.00
PRINCIPAL ENGINEER	LEVEL 2	\$ 236.00
PRINCIPAL ENGINEER	LEVEL 1	\$ 223.00
SENIOR ENGINEER	LEVEL 3	\$ 215.00
SENIOR ENGINEER	LEVEL 2	\$ 203.00
SENIOR ENGINEER	LEVEL 1	\$ 196.00
SENIOR PROJECT ENGINEER	LEVEL 3	\$ 191.00
SENIOR PROJECT ENGINEER	LEVEL 2	\$ 182.00
SENIOR PROJECT ENGINEER	LEVEL 1	\$ 174.00
PROJECT ENGINEER	LEVEL 3	\$ 170.00
PROJECT ENGINEER	LEVEL 2	\$ 164.00
PROJECT ENGINEER	LEVEL 1	\$ 155.00
ENGINEERING INTERN	LEVEL 4	\$ 151.00
ENGINEERING INTERN	LEVEL 3	\$ 139.00
ENGINEERING INTERN	LEVEL 2	\$ 128.00
ENGINEERING INTERN	LEVEL 1	\$ 117.00
SENIOR TECHNICAL SPECIALIST	LEVEL 6	\$ 210.00
SENIOR TECHNICAL SPECIALIST	LEVEL 5	\$ 197.00
SENIOR TECHNICAL SPECIALIST	LEVEL 4	\$ 181.00
SENIOR TECHNICAL SPECIALIST	LEVEL 3	\$ 172.00
SENIOR TECHNICAL SPECIALIST	LEVEL 2	\$ 166.00
SENIOR TECHNICAL SPECIALIST	LEVEL 1	\$ 160.00
TECHNICAL SPECIALIST	LEVEL 2	\$ 156.00
TECHNICAL SPECIALIST	LEVEL 1	\$ 148.00
SENIOR TECHNICIAN	LEVEL 2	\$ 139.00
SENIOR TECHNICIAN	LEVEL 1	\$ 126.00
TECHNICIAN	LEVEL 3	\$ 110.00
TECHNICIAN	LEVEL 2	\$ 96.00
TECHNICIAN	LEVEL 1	\$ 83.00
INFORMATION SYSTEMS SPECIALIST		\$ 150.00
STUDENT / GRADUATE INTERN		\$ 85.00
CLERICAL		\$ 85.00



2025 REIMBURSABLE EXPENSES

Subconsultants and subcontractors	Cost + 10%
Lodging	Cost + 10%
Air travel fees (Airfare, baggage, etc.)	Cost + 10%
Ground travel fees (car rental, taxi, train, etc.)	Cost + 10%
Parking	Cost + 10%
Shipping	Cost + 10%
Purchased or rented equipment / supplies	Cost + 10%
Other fees incurred to perform services	Cost + 10%
Mileage	IRS Rate + 10%
Per Diem	\$ 71.50 per day
Printing (beyond standard quantities)	\$ 25.00 per copy per document

SKA EQUIPMENT / TESTING

Group 1 (\$25): Items including Laser Level Survey (per day), M-Scope Metal Survey (per day), Use of On-Site Small Power Tools (per day), Wood or Concrete Surface Moisture Content Testing (per day), AAMA 501.2 Nozzle Testing (per day), Carbonation Testing (per project), and similar equipment

Group 2 (\$50): Items including Borescope Testing (per day), Calcium Chloride Moisture Tests (each), Powder Extraction from Concrete (each), Manual 2-D Crack Monitors (each), and similar equipment.

Group 3 (\$100): Items including Concrete Relative Humidity Testing (each), Tensile Bond Tests: ASTM D4541, ASTM D7234, ASTM C1583, AABA T0002 (each up to \$500 maximum per day limit of 10 tests in a single day) and similar equipment.

Group 4 (\$250 per day with weekly maximum of \$500): Items including Concrete Resistivity Testing, Concrete Cover Testing, Window/Door Air Testing, Spray Rack Test (ASTM E1105), Blower Door Testing, Infrared Testing, Brick Chamber Test, Electronic Leak Detection (ELD), Masonry Wall Drainage Test (ASTM C1715), Bubble Gun Air Barrier Testing (ASTM E1186 7.8), Smoke Chamber Test (ASTM E1186 7.7), Ultrasonic Testing (for Steel, Coating, & Concrete except Pulse Echo), and similar equipment.

Group 5 (\$500 per day with weekly maximum of \$1,000): Items including Concrete Half-Cell Testing, and similar testing items and equipment.

Group 6 (\$1,000 for single day with weekly maximum of \$4,000): Items including Multi-Array Pulse Echo for Concrete, Ground-Penetrating Radar (GPR), and similar equipment.

Other Testing or Equipment: As Indicated in Proposal



GENERAL CONDITIONS OF SERVICE

These General Conditions of Service are incorporated by reference into the foregoing Letter Proposal or Email proposal from SKA Consulting Engineers, Inc. ("SKA"), and shall be part of the Agreement under which services are to be performed by SKA for Client. The term "Agreement" shall mean the Letter Proposal or Email proposal from SKA, these General Conditions, any Fee Schedule and/or Schedule of Limitations/Exclusions that may be included in or attached to the Letter Proposal or Email proposal, and any other contract documents executed by SKA and Client.

Section 1: Scope of Services. The scope of services includes all services provided by SKA, in its discretion, which are reasonably necessary and appropriate for the effective and prompt fulfillment of SKA's obligations under the Agreement. SKA shall be solely responsible for the selection of employees and consultants who will provide services. The product of SKA's work shall be in a form developed and implemented by SKA, unless agreed upon in advance with Client. Any change in the scope of services will be agreed upon in advance in writing by SKA and Client, and may result in a change in the fees and expenses charged by SKA. It is understood that the scope of services and the schedule, if any, set forth in the Agreement are based on information provided by or on behalf of Client. In performing the scope of services, SKA may rely upon information supplied by or on behalf of Client, the contractors or consultants involved in the project upon which SKA's services are being provided ("the Project"), and information available from generally accepted reputable sources, without independent verification of this information by SKA. SKA disclaims any liability for damages resulting from such information being in any way incorrect. If this information is incomplete or inaccurate, or if unexpected conditions are discovered, the scope of services and the schedule and charges for performing the scope of services may change, even as the work progresses.

Section 2: Client's Duties / SKA's Right of Entry / Project Safety. To allow SKA to perform the scope of services, Client shall at no expense to SKA: (a) provide all information regarding Client's requirements and operations necessary for the orderly progress of SKA's work; (b) designate a representative with authority to transmit and receive instructions and information, and to interpret and define Client's policies and requests for services; (c) provide an environment that complies with and/or exceeds OSHA requirements for construction sites and is also free of significant hazards that might not be addressed by OSHA; (d) provide access to publicly and privately owned property as required for SKA to perform the work, including the use of scaffolds or similar mechanical contrivances; and (e) provide qualified and licensed contractors as needed to assist with SKA's provision of services. Client grants to SKA, its consultants and independent contractors the right to enter the Project and property owned by Client and/or others in order for SKA to perform its work on the Project. Client agrees to obtain all legal rights-of-entry required for SKA to perform its work on the Project, and to hold harmless, indemnify and defend SKA from any alleged damages as a result of any unauthorized entry. Client will compensate SKA for any safety or security measures required by hazardous or unsafe job conditions. SKA is not responsible for the safety of other persons or property. SKA reserves the right to stop work immediately upon discovery that any of these Client obligations has not been met.

Section 3: Deliverables. All information prepared and provided by SKA shall remain the property of SKA. This includes, but is not limited to, calculations, specifications, notes, photographs/images, drawings, models, reality capture, and other data. SKA will exercise reasonable care in safeguarding all data relating to SKA's services including data stored on SKA's or Client's systems under the Agreement for a minimum duration of time as required by the statute of repose for the applicable state after the completion of SKA's services but disclaims any liability for loss of or damage to the deliverables. Client agrees not to use SKA-generated deliverables for marketing purposes, nor to use such data for projects other than the Project, without SKA's express written authorization. Client agrees to waive any claim against SKA and to defend, indemnify and hold harmless SKA from any claim or liability for injury or loss or otherwise arising from any party's unauthorized reuse of deliverables provided by SKA.

Section 4: Samples. Soil, rock, water and/or other samples obtained from the Project are the property of Client. SKA will have no obligation to maintain or preserve such samples after the completion of SKA's services under the Agreement. SKA shall immediately dispose of all samples unless Client instructs SKA otherwise in writing. Client is responsible for charges for storage by SKA of samples requested by Client. If requested by Client to store samples, SKA will exercise reasonable care in such storage, but disclaims any liability for loss of or damage to samples. In any event, if any such samples are contaminated by hazardous substances or suspected hazardous substances, it shall be Client's sole responsibility to immediately arrange for the lawful disposal of such substances, including removing all contaminated samples from the custody of SKA and transporting them to a lawful disposal site. SKA is entitled to dispose of all samples if storage charges are not paid within 45 days of invoice date.



Section 5: Hazardous Materials/Mold. "Hazardous materials" includes, but is not limited to, any substance, waste, oil, asbestos, lead, pollutant or contaminant, in whatever form, now or hereafter included with such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. "Mold" includes, but is not limited to, any micro-organisms or myco-toxins such as mold, mold spores or substances commonly referred to as mildew. The scope of services for this Agreement does not include, and expressly excludes, any responsibility for detection, remediation or accidental release of, or any services relating to, hazardous materials or mold. SKA disclaims any and all liability related to or arising out of claims related to or arising out of hazardous materials or mold. Client, for itself, its successors and assigns, releases SKA, its employees, consultants, independent contractors and agents from any and claims or liability of any type in any way associated with hazardous materials or mold. If SKA encounters, or reasonably suspects that it has encountered, hazardous materials or mold on the Project, SKA reserves the right to cease activity on the Project and promptly notify Client. Client shall initiate action, where appropriate, to identify and investigate the nature and extent of hazardous materials or mold on the Project, and to abate and/or remove the same as may be required by federal, state or local law now existing or hereinafter enacted or amended, or as otherwise necessary to ensure safety on the Project. Unless otherwise specifically provided in writing, the services to be provided by SKA do not include identification of hazardous materials or mold, and SKA has no duty to identify or attempt to identify the same on the Project. It is further understood and agreed that the services of SKA may be uninsurable as a result of the presence or potential presence of hazardous materials or mold on the Project. If such circumstances arise, Client agrees to hold harmless, indemnify and defend SKA, its employees, consultants, independent contractors and agents, from and against any and all claims, lawsuits, damages, liability and costs, including but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of hazardous materials or mold.

Section 6: Construction Observation Services. When construction observation services are included in the Agreement, SKA will provide personnel to make periodic observations to determine if construction is in general compliance with the contract documents. Client understands that SKA is not a guarantor or insurer of the work of the contractor or any of its subcontractors, and that SKA is not responsible for directing contractor's work. Client understands that the contractor is solely and exclusively responsible for the accuracy and adequacy of construction and for all other activities performed by the contractor and its subcontractors and suppliers, including the methods and means of construction; supervision of personnel and construction; control and operation of machinery; falsework, scaffolding and other temporary construction aids; safety in, on and about the site; and compliance with all OSHA and other applicable state and local governmental agency regulations. SKA's monitoring of the contractor's performance expressly excludes and specifically disclaims any responsibility for review or observation of the adequacy and sufficiency of the contractor's safety measures or of safety conditions on the Project. SKA is not responsible for preparing, revising or monitoring construction schedules. Client will provide SKA with updated construction schedules as they become available.

Section 7: Standard of Care. Services performed by SKA under this Agreement will be conducted in a manner consistent with that degree of care and skill ordinarily exercised by members of the engineering profession currently practicing in the same locality and under similar circumstances. No other representation, warranty or guaranty, expressed or implied, is included or intended in this Agreement, or in any report, opinion, document, or otherwise provided by SKA to Client.

Section 8: Suspension or Termination of Work. Client may, at any time and for any reason, suspend further services by SKA immediately upon SKA's receipt of written notice from Client. Client shall remain liable for and shall promptly pay SKA for all services rendered through the date upon which SKA receives the written notice of suspension, plus suspension charges. Suspension charges shall include, but not be limited to, costs associated with: assembling documents and other Project materials; rescheduling or reassigning personnel and equipment; and paying fees or expenses charged as a result of commitments made to others by SKA on Client's behalf. If Client suspends SKA's provision for services for a temporary period that exceeds 30 days, SKA reserves the right to increase its fees upon the resumption of SKA's services. If payment of SKA's invoices by Client is not made when due, SKA may, upon 7 days' written notice to Client, suspend performance of services under this Agreement. If payment in full is not received by SKA within 7 days of the date of the notice, the suspension shall take effect without further notice. SKA shall not resume services until payment of SKA's invoices are brought current. If SKA's invoices are not brought current within 30 days of the date of the notice, SKA may terminate this Agreement, under which circumstances Client will be liable to SKA for the amounts set forth above associated with Client's termination of the Agreement, plus the reasonable profit anticipated by SKA had SKA fully completed its work under the Agreement, and any other costs or expenses incurred as a result of SKA's cessation of work on the Project. SKA shall have no liability to Client or others for delay or damage



caused by any suspension of services. Client agrees to indemnify, hold harmless and defend SKA from and against any and all claims or liability arising or resulting from any suspension of services.

Section 9: Insurance / Liability. SKA carries workers compensation, general liability and professional liability insurance in amounts consistent with industry standards for firms our size with our average project sizes and annual billings. SKA will furnish appropriate insurance certificates to Client upon request. In the event Client requests that SKA acquire insurance coverage beyond SKA's normal levels of coverage, Client will pay SKA the costs associated with the acquisition of the additional coverage, plus a 10% administrative fee. If for whatever reason SKA cannot reasonably acquire the additional coverage requested by Client, Client agrees that SKA's normal coverage types and amounts are acceptable to Client. Client understands and agrees that SKA's total liability to Client for any and all injuries, claims, losses, expenses, or damages whatsoever, including attorneys' fees and legal expenses, arising out of or in any way related to the Project or this Agreement from any cause or causes, including, but not limited to, SKA's negligence, errors, omissions, breach of contract, or breach of warranty shall not exceed the total amount recoverable from SKA's available insurance coverage. Client also understands and agrees that SKA's total liability to Client for any and all injuries, claims, losses, expenses, or damages whatsoever, including attorneys' fees and expenses, as described above which are not covered by SKA's available insurance coverage, shall not exceed the total of SKA's fees for the services rendered to Client on the Project. SKA shall not be liable for any reason for special, indirect or consequential damages, including loss of use and lost profit. SKA shall take reasonable precautions to minimize damage to Client's property and/or to property owned by others during the conduct of any SKA field work and testing on the Project. Client understands that in the normal course of this type of work damage to Client's property and/or to property owned by others may occur, and that SKA shall not be liable for such damage.

Section 10: Conflicts of Interest: Client understands that SKA has a broad client base. This assignment may involve parties with adverse interests to clients with whom SKA has current or past relationships. It is SKA's policy to make reasonable attempts to identify such relationships prior to acceptance of a professional assignment, but SKA cannot assure that conflicts or perceived conflicts will not arise, and SKA does not accept and expressly disclaims any costs, expenses or damages claimed by Client for such occurrences.

Section 11: Consultants / Independent Contractors. SKA occasionally retains consultants as independent contractors to assist in the performance of SKA's work. If independent contractors are utilized by SKA on the Project, the charges for these independent contractors' work will be billed to Client at the cost charged by the independent contractor to SKA, plus 10% if the independent contractor has at least \$1,000,000 of Professional / General Liability insurance, or 20% if the independent contractor has a lesser level of Professional / General Liability insurance. Such consultants shall be afforded the same rights and protections as SKA hereunder.

Section 12: Reimbursable Expenses. Except as set forth herein, SKA will bill direct non-payroll expenses at cost plus 10%. Direct expenses shall include, but shall not be limited to, the following:

- a) Out-of-pocket expenses, such as travel, lodging, and costs for consultants and independent contractors (subject to the above) and costs of any other outside services SKA deems reasonably necessary for purposes of performing SKA's work under this Agreement.
- b) Costs of providing copies of receipts or detailed back-up information concerning charges included in SKA's invoices.
- c) Other costs reasonably incurred in the performance of SKA's work on the Project.

In addition to the above, charges for the use of SKA field and laboratory equipment, reproduction facilities, etc., will generally be billed consistent with SKA's current reimbursable rate schedule. Items not listed on SKA's current reimbursable rate schedule will be billed consistent with the value of the items used and charges for similar items on SKA's current reimbursable rate schedule, subject to adjustment for minimum or extended usage.



Section 13: SKA's Invoices / Payment Terms. If SKA's compensation for one or more aspects of the scope of services under the Agreement is based upon a lump sum, SKA's invoices will be based on the percentage of work completed on the lump sum aspect of the scope of service during the billing period. If SKA's compensation under the Agreement is based upon hourly rates or a time and materials basis, SKA's invoices will be based primarily upon the time spent by SKA's personnel involved with SKA's work on the Project during the billing period, with this time being billed at the rates set forth in SKA's current Fee Schedule. SKA's expenses, including costs associated with SKA's retention of consultants and SKA's reimbursable expenses, will be included in SKA's invoices.

Additional services beyond the original scope of services under a lump sum agreement will be billed consistent with SKA's billings on hourly rate or time and materials agreements, unless otherwise agreed to in advance by SKA and Client. SKA's time charges are accrued on an hourly basis, unless other arrangements are established. Hourly rates are not increased for overtime. Billing rates may be increased periodically or annually, with these increases usually becoming effective on January 1st.

Client understands and agrees that time is of the essence with respect to payment of SKA's invoices, and that timely payment is a material part of the consideration for services rendered by SKA under this Agreement. Client is responsible for payment of SKA's invoices, unless arrangements for another party to pay SKA's invoices are made in advance of SKA's performance of work, with said arrangements being made part of this Agreement. In the event that an agent for Client engages SKA on behalf of Client and Client fails to pay SKA's invoices on a timely basis, then Client's agent is also responsible for payment of SKA's invoices. Client shall pay all SKA's invoices, which will be submitted periodically or on a monthly basis unless otherwise agreed upon by SKA and Client.

SKA's invoices are due upon receipt by Client and are payable no later than 30 days after the date of receipt of the invoice. Interest and finance charges of 1.5% per month or 18% per annum will be assessed on all delinquent balances of principal past due, with interest and finance charges beginning to accrue on the 31st day after the date of the invoice. Any payments received by SKA thereafter shall be first applied to accrued interest and finance charges, and then to the principal balances of the oldest invoices first. If Client reasonably objects to all or any portion of any invoice, Client shall nevertheless timely pay the undisputed amount of such invoice and notify SKA of such objection in writing within 14 days of the date of the invoice; otherwise, such objections are expressly waived.

Client's receipt of funds from a third party is not a condition precedent to Client's obligation to pay SKA's invoices in a timely fashion as set forth herein.

Client shall pay all expenses and costs, including reasonable attorneys' fees, incurred by SKA in the enforcement of this Agreement, including expenses and costs incurred by SKA in the collection of amounts owing to SKA.

Fee estimates provided by SKA are not guarantees and are not binding.

A retainer may be required by SKA before commencing work. A retainer is not the total fee for SKA's work under the Agreement.

Payment to SKA is not contingent upon SKA reaching a certain result.

Section 14: Miscellaneous Provisions.

- a. **Precedence:** These General Conditions take precedence over any inconsistent or contradictory provisions contained in any other document included in the Agreement.
- b. **Entire Agreement:** The Agreement constitutes the entire agreement between Client and SKA, supersedes all prior discussions or communications between Client and SKA, and cannot be changed, amended or altered unless in writing and acknowledged by SKA.
- c. **Governing Law:** The laws of the State of North Carolina shall govern the validity and interpretation of this Agreement.



- d. **Mediation:** All claims, disputes or controversies arising out of this Agreement shall be submitted to mediation prior to commencement of any legal action to enforce any of the terms of this Agreement, unless otherwise agreed in writing by SKA and Client. This provision does not apply if a statute of limitations or a statute of repose may affect a claim of a party, in which event the party may commence legal action prior to submission of the dispute to mediation. If litigation is filed before mediation of the dispute, the mediation process shall begin within 30 days after service of the summons and complaint, unless otherwise agreed upon by SKA and Client.
- e. **No Third Party Liability:** SKA's services are being performed solely for Client's benefit. No contractor, subcontractor, supplier, fabricator, manufacturer, tenant, occupant, consultant, or other third party shall have any claim against SKA as a result of SKA's services. Client shall defend, indemnify and hold harmless SKA from any third party claims arising from SKA's services for Client.
- f. **Project-Specific Work:** SKA's work product, including its conclusions, relates only to the Project. Any use of SKA's work product, including but not limited to its conclusions, on any other project is not authorized by SKA, and SKA accepts no responsibility for any attempt to apply SKA's work product from the Project to any other project.
- g. **Failure to Implement SKA's Recommendations / Changing Conditions.** If Client fails to implement SKA's recommendations under this Agreement or fails to implement SKA's recommendations in a timely or complete fashion, SKA is not responsible for any adverse effects caused by such failure, and Client releases SKA from any liability for any adverse effects caused by such failure. SKA is not responsible for any deterioration of building components or other changes in conditions on or relating to the Project while SKA is performing its work under this Agreement, and Client releases SKA from any liability arising from any such deterioration or other changes in conditions.
- h. **Transmission of SKA's Work Product:** In the event that SKA's work product is stored on or transmitted by some form of electronic media, Client agrees that SKA shall not be held liable for the completeness, transmission, accuracy or longevity of these materials, nor for misuse thereof.
- i. **Letter or Email Proposal Duration:** SKA's Letter or Email Proposal expires 120 days after transmission to Client, unless a different expiration date is included in the proposal. SKA may withdraw or modify its Letter or Email Proposal at any time prior to acceptance by Client.
- j. **Legal Process:** Client is responsible, after notification from SKA, for payment of SKA's time charges, attorneys' fees and other expenses resulting from a required response by SKA to subpoenas or court orders issued at the request of any person or entity concerning any part of SKA's work associated with the Project. SKA's charges in this regard will be based on SKA's billing rates in effect at the time of SKA's receipt of the subpoena or court order.
- k. **Events or Conditions Beyond SKA's Control.** SKA shall not be responsible for events or conditions beyond SKA's control affecting SKA's work, including adverse weather, directives from Client and/or government entities, equipment failures, lack of access, or Acts of God. SKA shall be compensated by Client consistent with the time and materials payment provisions set forth herein for additional time and expenses incurred by SKA as a result of events or conditions beyond SKA's control.

NOTICE OF PUBLIC HEARING CITY OF LENOIR

Notice is hereby given that the City of Lenoir and the Unifour HOME Consortium will hold a public hearing to receive public input and comments for the FY 2025-2029 Consolidated Plan for the City of Lenoir and the Unifour HOME Consortium, and the FY 2025 Action Plan. This Consolidated Plan, as required by the U.S. Department of Housing and Urban Development (DHUD), identifies needs, outlines goals, develops action plans and prepares budgets for the City of Lenoir and the Unifour HOME Consortium, for the use of Community Development Block Grant (CDBG) funds and HOME funds for the next five years, beginning July 1, 2025 and ending June 30, 2029.

This public hearing will be held on Tuesday, February 04, 2025 at 6:00 pm before the Lenoir City Council in the City/Council Chambers on the bottom floor of the Caldwell County Office building located at 905 West Avenue, Lenoir, NC.

There will be a 30-day comment period beginning January 25, 2025 to obtain citizen input before the plan is adopted.

The meeting is open to the public. Any person with a disability needing special accommodations or non-English speaking persons needing translation services should contact the City of Lenoir at least 48 hours prior to the meeting. For more information contact Rick Oxford at the Western Piedmont Council of Governments at (828) 322-9191 Ext.245, or 1(800) 735-2962 TDD.

PUBLISH: January 25, 2025

Please run this ad on January 25, 2025.

Please run one time only.

Use Small Block Ad

Use HUD, Fair Housing, and EEO logos.

Affidavit Required

Send Bill & Affidavit to:

Attention: **Rick Oxford**
Unifour Consortium/Lenoir CDBG
1880 2nd Avenue NW
Hickory, NC 28601

If you need further information contact: Rick Oxford at (828) 485-4245.