



A G E N D A
TOWN OF HERTFORD
TOWN COUNCIL – Work Session
August 25, 2025 - 6:00pm
Horace Reid Community Center, 305 W Grubb Street
(In Person & Zoom)

1. Call to Order

2. Invocation and Pledge of Allegiance

3. Approval of Agenda

4. Consent Agenda

(Items of a routine nature will be placed on the Consent Agenda to be voted on in a single motion. Any item may be removed from the Consent Agenda by request of the Mayor/Council Member)

5. Continued Business

a)

6. New Business

a) Archsmith Studio – Theatre Presentation

b) Approval of Professional Services Contract for Progressive Engineering

c) Budget Amendments

d) Approval of Martina McClenney to Serve for an Additional Term on the Recreation Advisory Board - Term Expired June 30, 2025 – New term will expire June 30, 2028

e) Discussion - Addition of Violation of Vacant Building Ordinance Penalty to the Tax Bill

f) Discussion – Opportunity to Apply for another Round of AIA Water and AIA Sewer Grants

7. Manager's Update

8. Council's Reports/Concerns

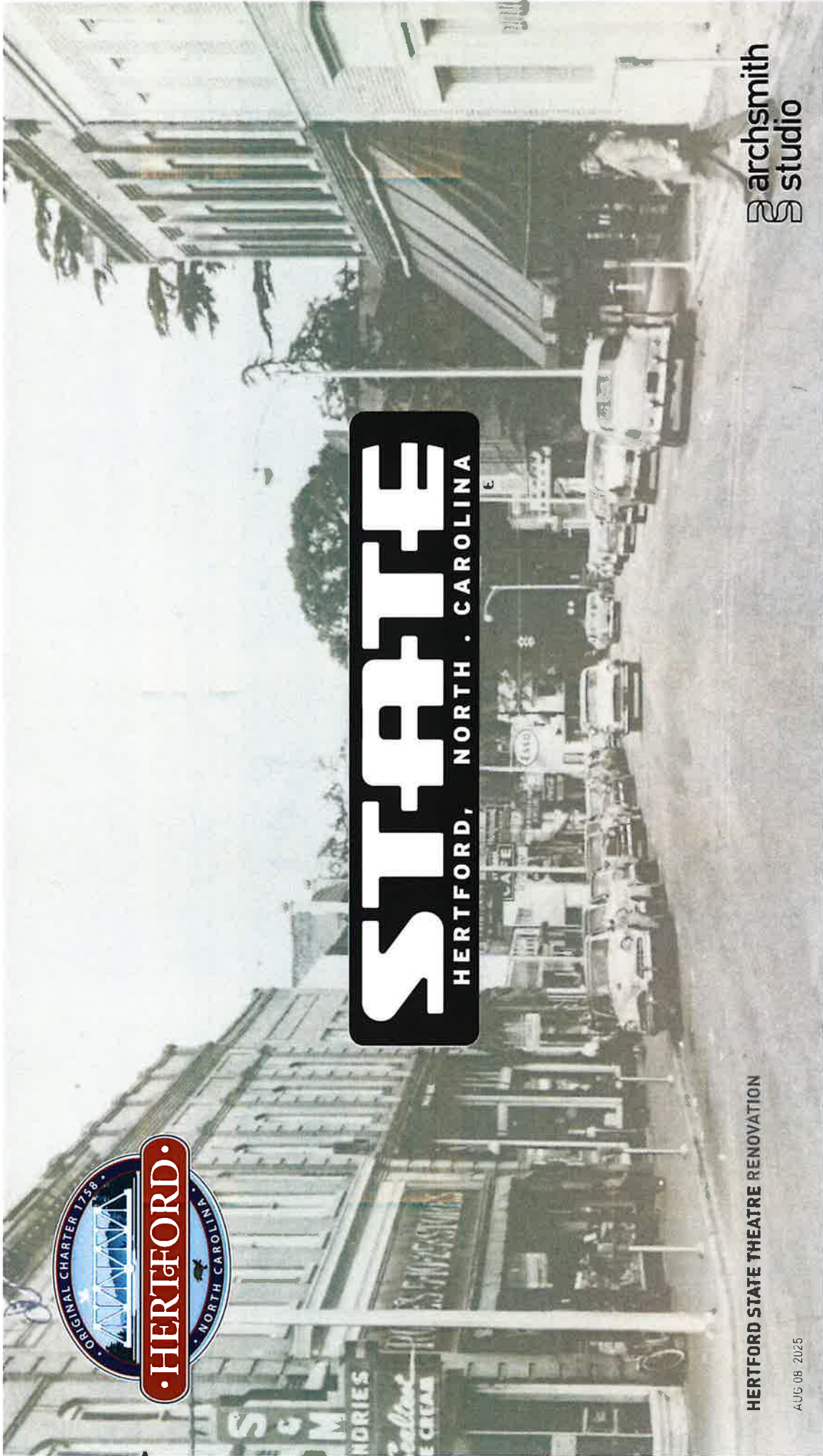
9. Announcements

10. Closed Session

§143-318.11 (5) To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease

11. Adjournment

6a



STAFF

HERTFORD, NORTH CAROLINA

HERTFORD STATE THEATRE RENOVATION

AUG 08 2025

archsmith
studio

The Daily Independent, Jan 8, 1937

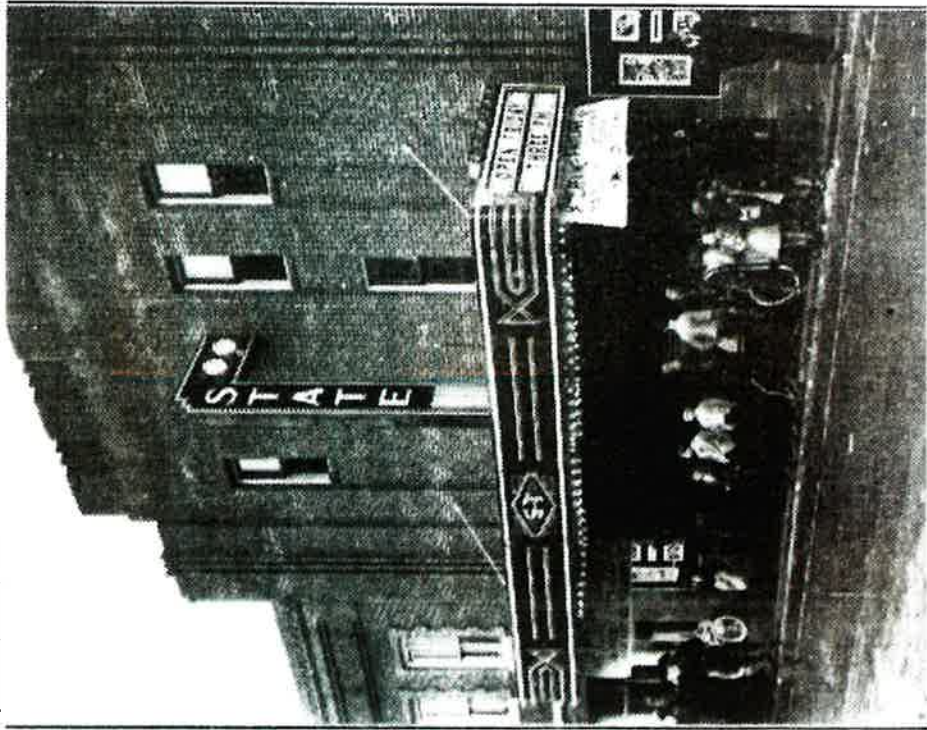
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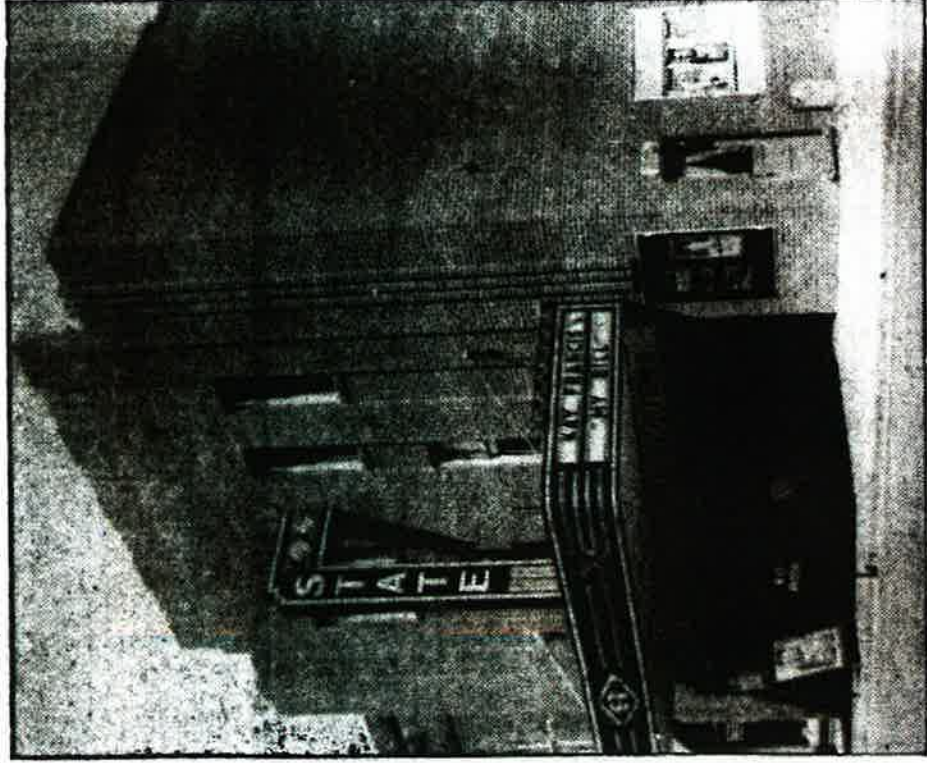


HERTFORD STATE THEATRE RENOVATION

Historical Newspaper Images

AUG 08, 2025

The Perquimans Weekly, January 8, 1937



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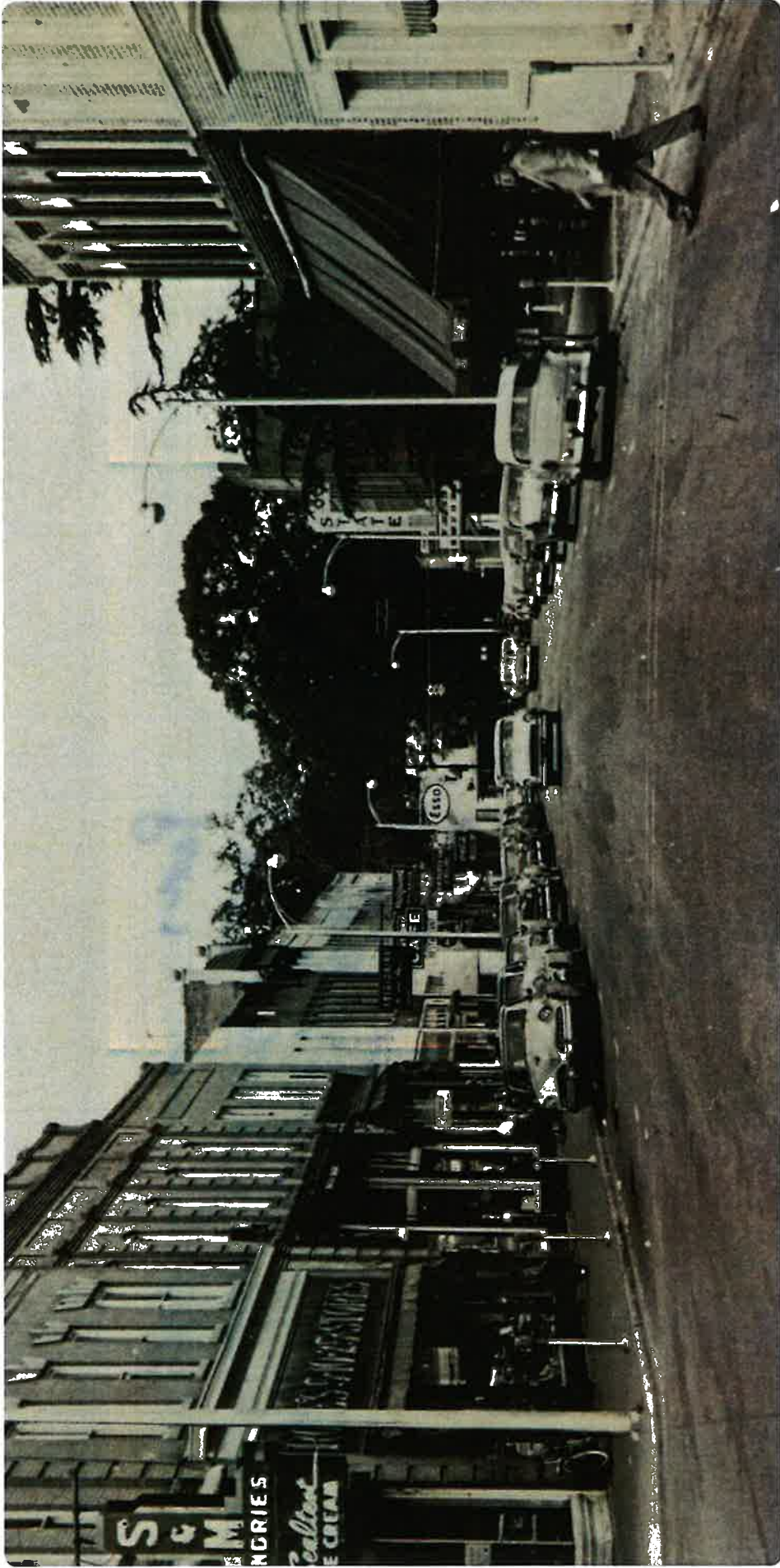
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HERTFORD STATE THEATRE RENOVATION

Church Street - Kilcocoanen 1964 Yearbook

AUG 06, 2025



HERTFORD STATE THEATRE RENOVATION
Existing Exterior
AUG 08, 2025



HERTFORD STATE THEATRE RENOVATION
Rendered Exterior - Day
AUG 08, 2025



The Daily Independent, Jan 8, 1937

- The marquee is 12' deep, 30' wide, and 5' high
- A neon sign with silhouetted lettering rises 18' above the marquee
- Green, red, and blue lights

The Perquimans Weekly, January 1, 1998

- Freshly make popcorn ... from the red and yellow roll-out stand that was positioned under the marquee.
- The tiny ticket window is gone (on the right, per Facebook Responses)

HERTFORD STATE THEATRE RENOVATION

Rendered Exterior - Day

AUG 08, 2025



HERTFORD STATE THEATRE RENOVATION
Rendered Exterior - Night
AUG 08, 2025



HERTFORD STATE THEATRE RENOVATION
Proposed Entry
AUG 08, 2025

archsmith
studio



The Byrd Theater, Richmond, Virginia

The Daily Independent, Jan 8, 1937

- 498 person occupancy
- A set of stairs on the left side of the lobby are used to reach the balcony
- Gold front curtains with seven red valances tied with gold cord, the borders and legs are of blue velvet

The Perquimans Weekly, January 8, 1937

- The theatre has sound proof boards in two panels on each side of the auditorium and the balcony , to insure the best sound obtainable.
- The screen is the famous White Sound Screen and measures 14 by 19 feet

The Daily Independent, Jan 8, 1937

- Red plush carpet with silver figuring covers the lobby floor
- and runs the length of the two aisles

The Perquimans Weekly, January 8, 1937

- The walls of the interior are of rust, and the decorative scheme, which combines tints in two tones of blue and apricot, with touches of orange and silver
- The foyer is decorated in caen stone and stiple, with silver gray, the wood work being walnut with a black trim.
- The beautiful large mirror is framed in caen stone with two tones of silver gray and olive tan
- Mirror and black plate glass on the outside



Hussey Seating, Quattro Traditional

HERTFORD STATE THEATRE RENOVATION

Interior Descriptions and Finish Direction

AUG 08 2025



Rust on second floor balcony



Apricot on Columns



Blue on Ceiling



Orange and Silver



The Daily Independent, Jan 8, 1937

- The balcony is divided into two divisions, with the norther half for white patrons and the southern division for colored
- The commodious seats are softly cushioned with leather upholstery

The Perquimans Weekly, January 1, 1998

- Instead of the rich, upholstered rocker-motion seats in today's cinemas, the State had wooden flipups.



HERTFORD STATE THEATRE RENOVATION
Proposed View - First Floor Entry to Theatre
AUG 08, 2025



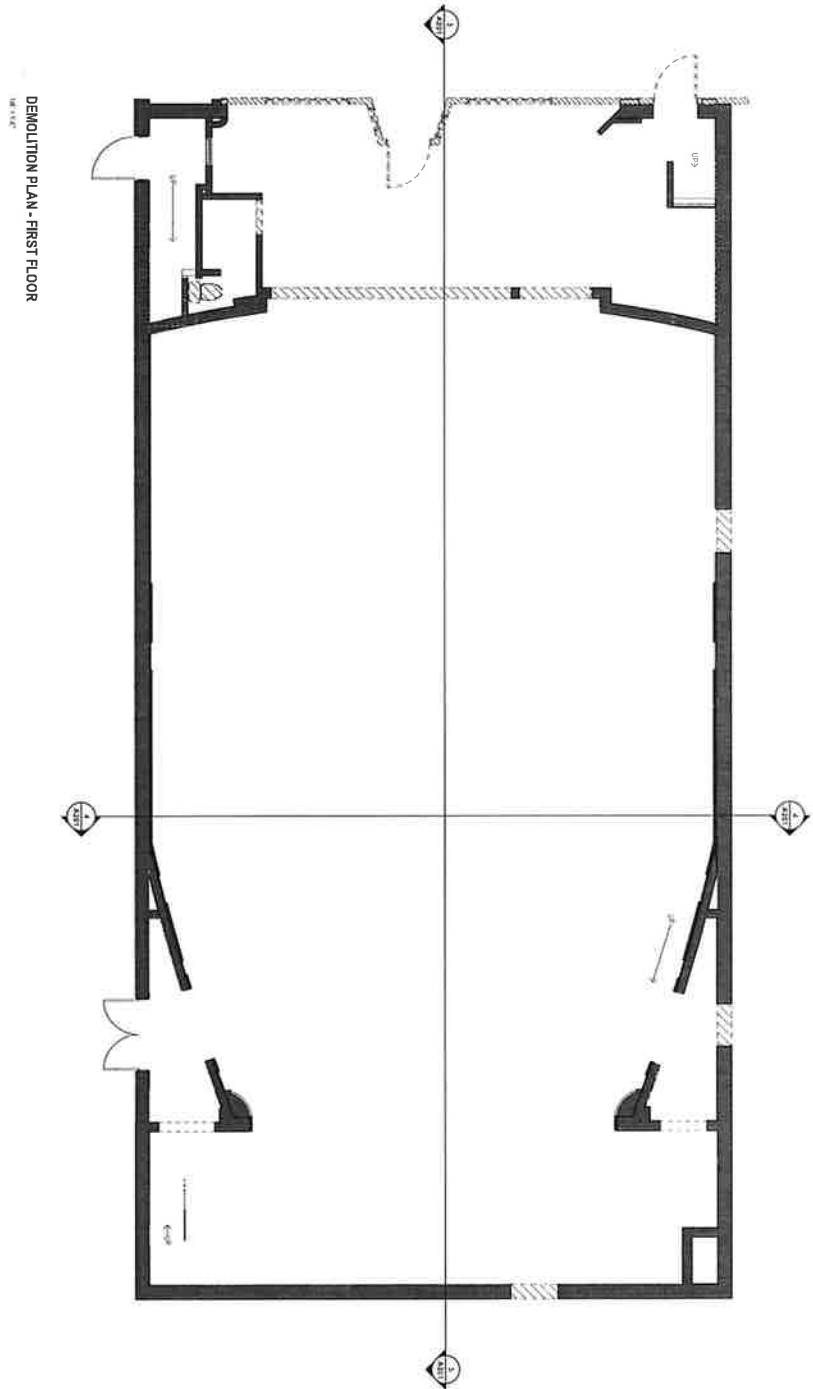
HERTFORD STATE THEATRE RENOVATION
Proposed View - From Stage
AUG 08, 2025



HERTFORD STATE THEATRE RENOVATION

Proposed View - From Balcony

AUG 08, 2025



D101
 DEMOLITION PLAN - FIRST
 FLOOR

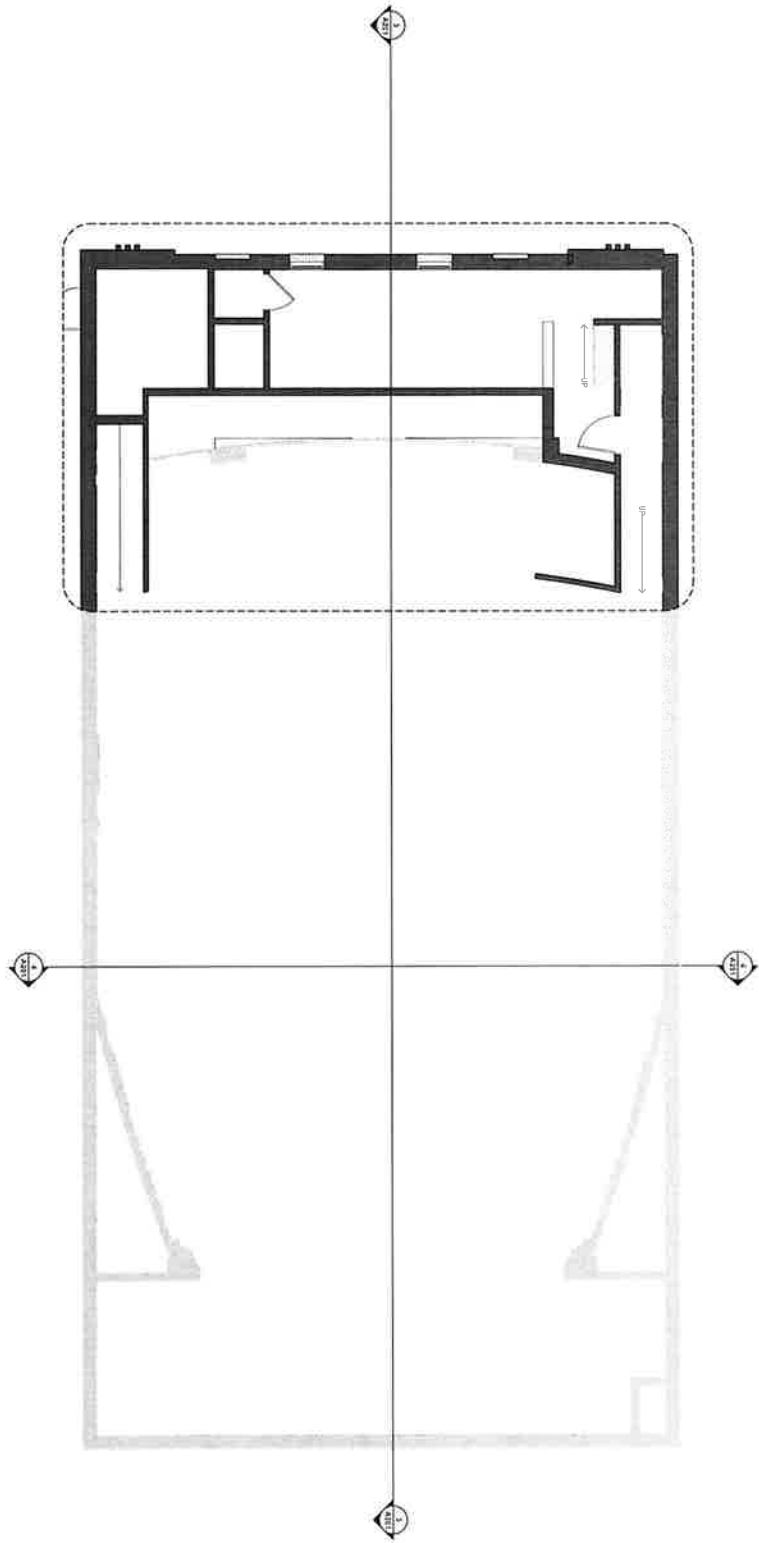
JOB NUMBER
 2509
 ISSUE DATE
 08 08 25

HERTFORD STATE THEATRE
 144 N CHURCH STREET, HERTFORD, NC 27944
 SCHEMATIC DESIGN

REVISIONS



DEMOLITION PLAN - SECOND FLOOR



D102

DEMOLITION PLAN - SECOND FLOOR

JOB NUMBER
2509
ISSUE DATE
08 08 25

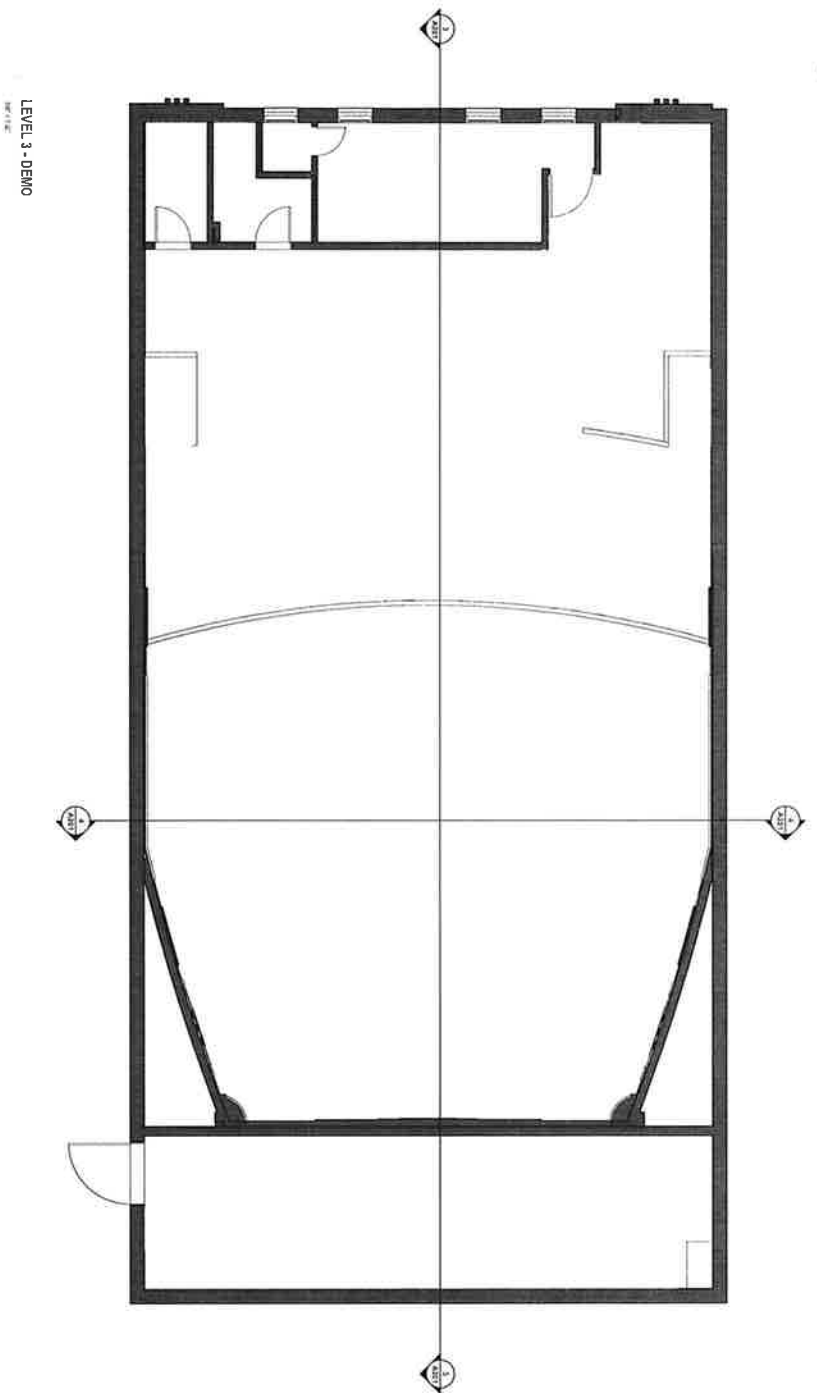
HERTFORD STATE THEATRE

144 N. CHURCH STREET, HERTFORD, NC 27944

SCHEMATIC DESIGN

REVISIONS





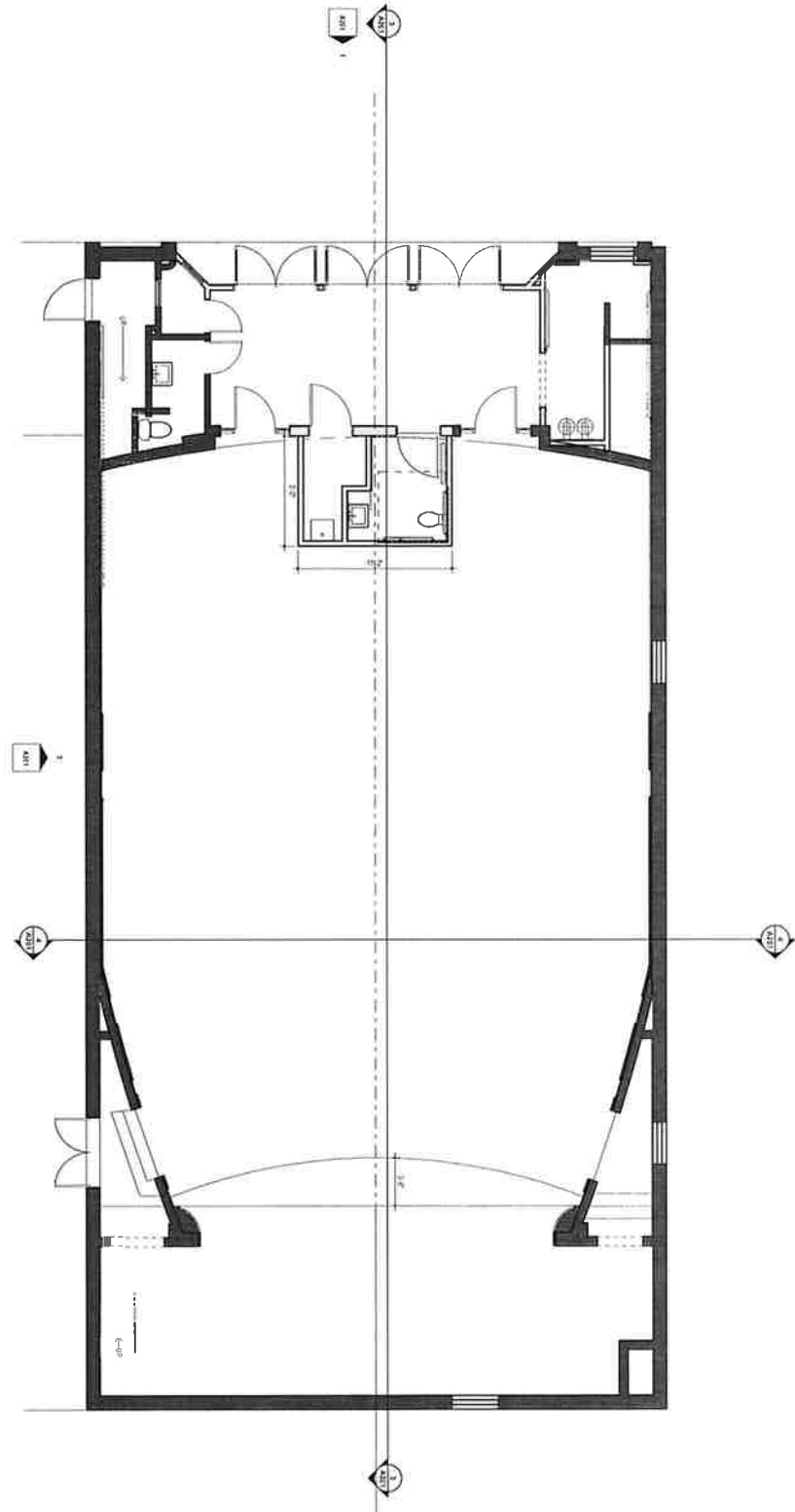
D103
 DEMOLITION PLAN - THIRD
 FLOOR AND BALCONY

JOB NUMBER
2509
 ISSUE DATE
08 08 25

HERTFORD STATE THEATRE
 144 N CHURCH STREET, HERTFORD, NC 27944
 SCHEMATIC DESIGN



FIRST FLOOR PLAN



A101
 NEW WORK PLAN - FIRST
 FLOOR

JOB NUMBER
 2500
 ISSUE DATE
 08 08 25

HERTFORD STATE THEATRE

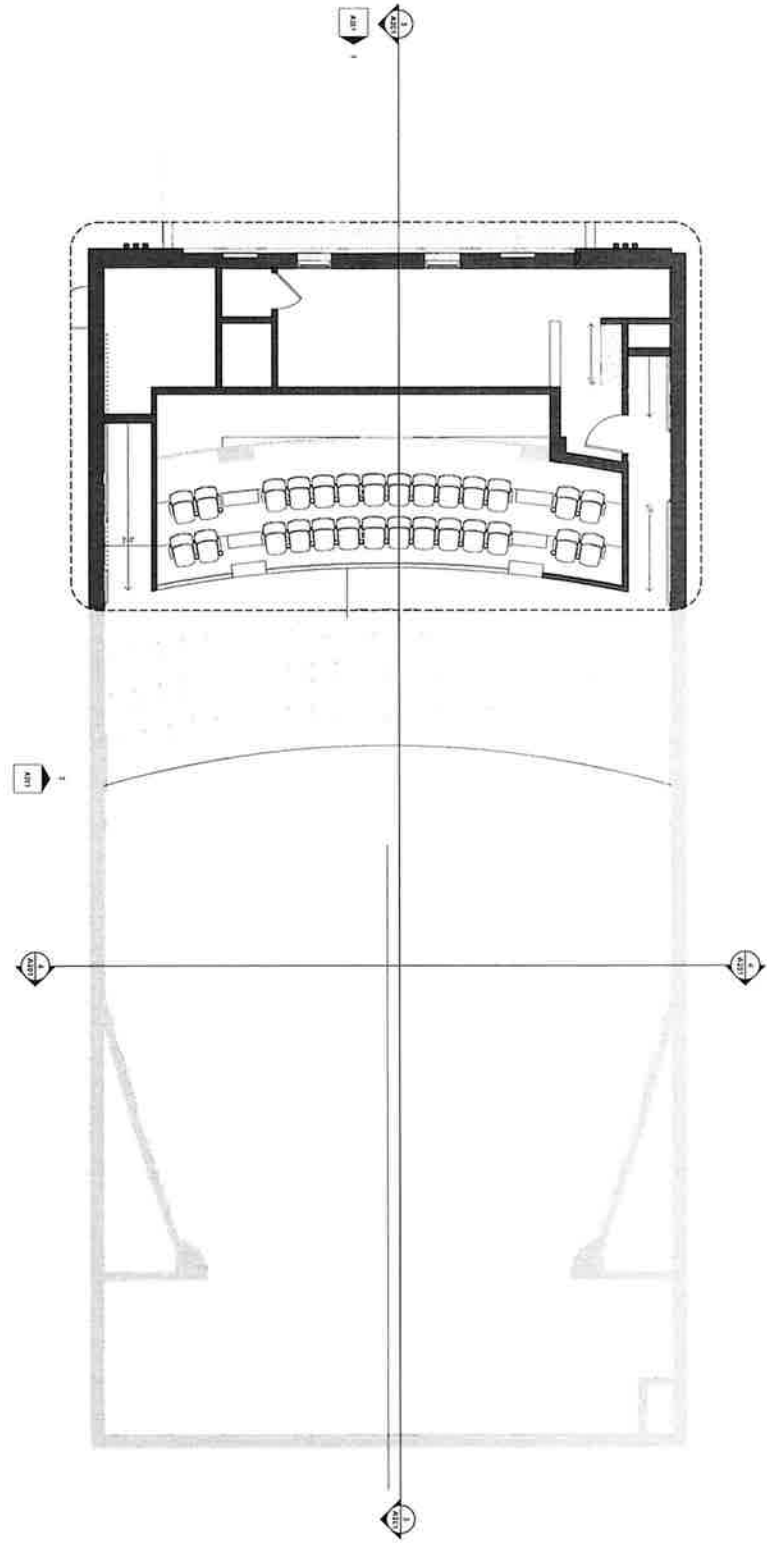
144 N CHURCH STREET, HERTFORD, NC 27844

SCHEMATIC DESIGN

REVISIONS



SECOND FLOOR PLAN
1/8" = 1'-0"



A102
NEW WORK PLAN - SECOND
FLOOR

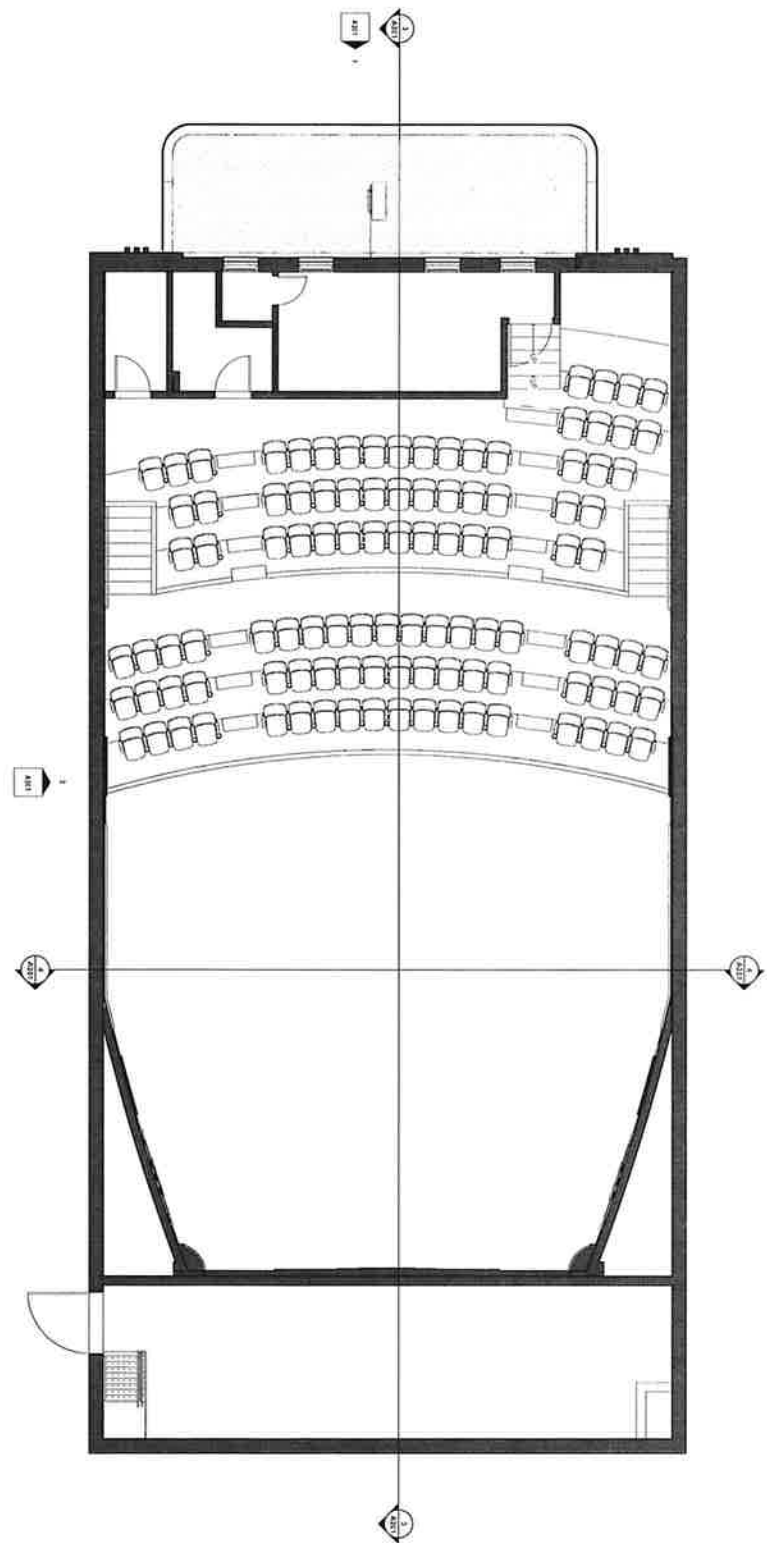
JOB NUMBER
2509
ISSUE DATE
08.08.25

HERTFORD STATE THEATRE
144 N. CHURCH STREET, HERTFORD, NC 27844
SCHEMATIC DESIGN

REVISIONS



THIRD FLOOR
1/8" = 1'-0"



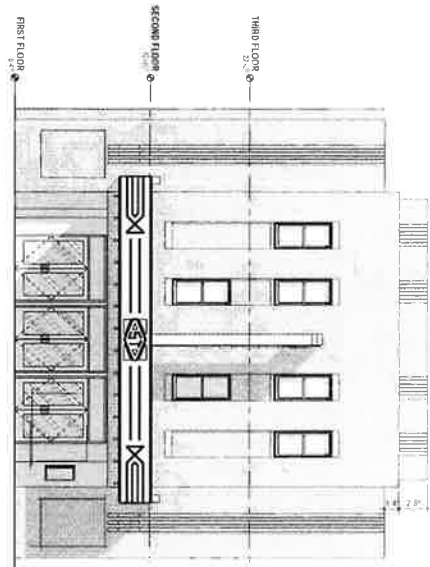
A103
 NEW WORK PLAN - THIRD
 FLOOR AND BALCONY

JOB NUMBER
2509
 ISSUE DATE
08 08 25

HERTFORD STATE THEATRE
 144 N. CHURCH STREET, HERTFORD, NC 27944
 SCHEMATIC DESIGN

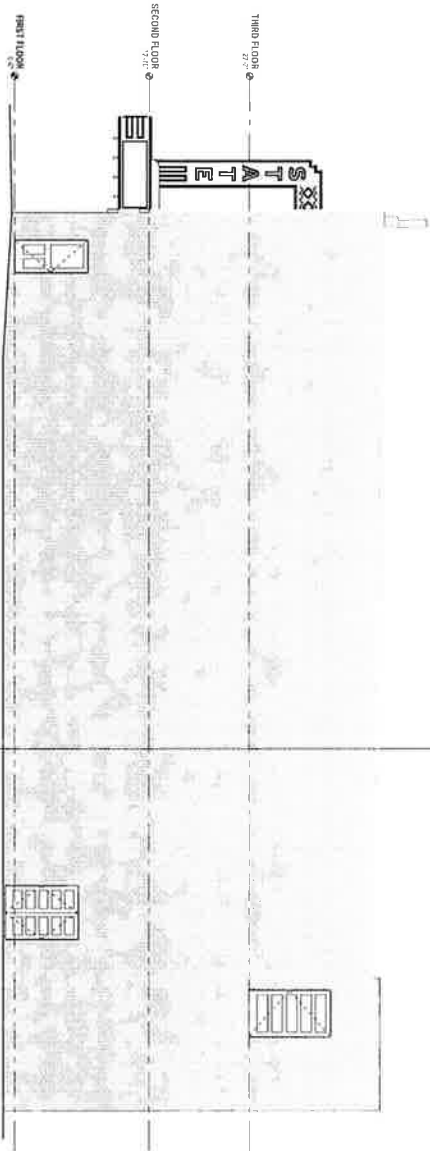
REVISIONS





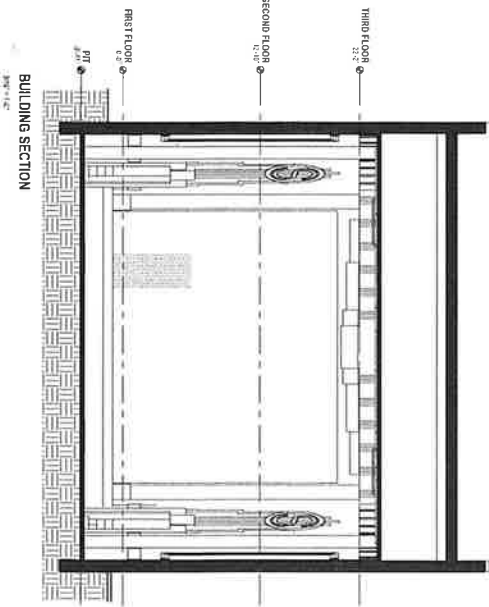
FRONT ELEVATION (WEST)

REV: 1.1.18



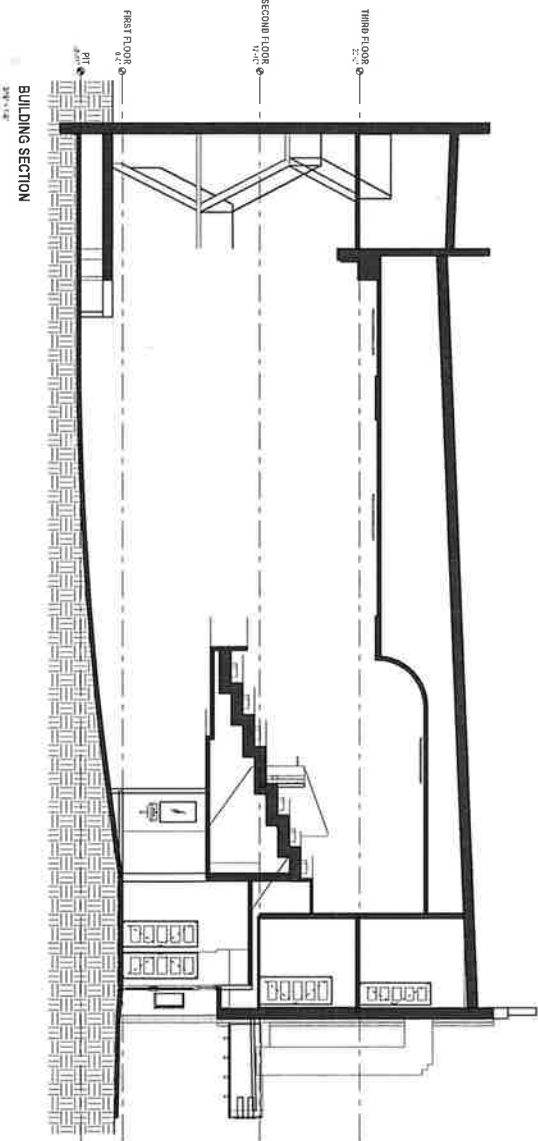
SIDE ELEVATION (SOUTH)

REV: 1.1.18



BUILDING SECTION

REV: 1.1.18



BUILDING SECTION

REV: 1.1.18

A201
BUILDING ELEVATIONS

JOB NUMBER
2500
ISSUE DATE
08/08/25

HERTFORD STATE THEATRE
144 N CHURCH STREET, HERTFORD, NC 27644
SCHEMATIC DESIGN



archsmith
studio

INTRODUCTION

As part of the design team's schematic design submission for the restoration of the Hertford State Theatre, Hamilton Structural Engineering, PLLC (HSE) has prepared this design narrative to lay out the scope of work that HSE foresees for the completion of the project. This scope of work is based on a site visit conducted on July 16, 2025. This report is for information only and is not intended to constitute a design. Nothing contained in this report should be used for construction.

The scope of necessary repairs is broken out by segment of the building.

ROOF

The roof structure is comprised of light frame wood roof joists bearing on steel girders with timber roof deck. The roof deck is assumed to be 1" thick. The framing was inaccessible for direct assessment during the site visit, but portions were visible and others can be extrapolated from water damage to finishes.

Scope of work:

- Replace approximately 35% of the roof joists.
- Reinforce joists as required to support ceiling.
- Replace roof deck

In order to access this framing for assessment and replacement, access will be required above the ceiling. To do this, we will need to remove ceiling finishes to the maximum extent practicable (flat portions of plaster than can be replaced without attempting to match profiles) and erect scaffolding.

HSE understands that access will also be required for modifying and/or replacing duct work. Consideration should be given to permanent access catwalks and/or a walkable ceiling to allow for maintenance access to services above the ceiling.

BALCONY

Minor concrete repair work is needed on the balcony. A knee wall along the step adjacent to the stairs has been removed, leaving a rough edge with exposed reinforcing. Whether this wall is to be restored or not has not been determined, but work will be required in either case to either restore it or refinish the edge.

Additional work, such as anchoring of seats, guards, and other appurtenances will be determined as the architectural design develops.

MECHANICAL ROOM

The mechanical room appears to be in acceptable condition, though the roof will require repairs (refer to Roof section, above). The existing mechanical equipment is supported on steel grillage on top of the slab that extends into and bears on the masonry walls. A similar method of supporting the new mechanical equipment will be employed as needed.

LOBBY

The entrance to the theatre has been severely damaged by past modifications while converting the space to office use. Several single wythe brick partitions are not supported at all, and the primary load bearing wall between the original doorways leading into the theatre has been removed and replaced with a 6" deep steel beam. This beam, supported by a wedged in 6x6 post with no positive fastening, is supporting a significant portion of the balcony. This will need to be shored, removed, and the wall rebuilt as it was originally.

STAGE

The stage appears to be in serviceable condition. It is constructed of cast in place concrete over fill with wood floor over top of the concrete. A large ventilation duct constructed with parged brick masonry walls is located beneath the stage, connecting the vertical trunk in the back corner to the middle of the space at the lowest point. Some areas of concern here include corroded lintels at openings in the brick and the existing ships ladders and landings to the mechanical room above. All steel components will need to be cleaned of corrosion, primed, and painted.

FOUNDATION

A visual inspection of all bearing and exterior walls revealed no apparent signs of settlement or other foundation issues. However, the sloping floor slab in the theatre drops below exterior grade. This has resulted in water pooling and damaging non-structural components supporting the plaster walls. The wood studs located below exterior grade are severely rotted and require repair and/or replacement. HSE intends to design extensions to the existing concrete foundation walls to support these stud walls at a higher elevation. Although the water intrusion issues will be solved, using concrete will have the dual benefit of keeping vulnerable materials up and away from potential sources of water and avoiding the need for splicing wood studs – a challenging prospect when dealing with existing studs that are 20 feet tall and supporting thick plaster.

Additional repairs to the concrete foundation walls will be required where the concrete has deteriorated due to saturation, corrosion of reinforcing, and apparent freeze/thaw damage.

EXTERIOR

For longevity, increased water resistance, and uniformity of appearance, HSE recommends 100% repointing of the exterior brick walls. Should this prove to be cost prohibitive, HSE can scale back this recommendation to only the areas that require it immediately to prevent localized failure of the outer wythe of brick with the understanding that repointing will become an ongoing maintenance item.

All lintels on the exterior show signs of oxide jacking and will require removal and replacement with hot dip galvanized lintels to prevent further damage to surrounding masonry.

The front façade has significant damage. The face brick at the parapet has fallen off and will require rebuilding. Currently, HSE understands that research into the historic appearance of this parapet is ongoing. The marquee sign and restoration of the original storefront and ticket booth will be coordinated with the architect. The original marquee structural members were cut off just outside of the building envelope and hidden beneath a fabric awning that has since been removed. Restoration of the marquee will require bolted connections to the existing girder on the face of the building, and reuse or replacement of the hanger eye-bolts on the wall above. If the existing eyes are to be reused, pull tests will be required to ensure adequate capacity.



PLUMBING

EXISTING CONDITIONS

The existing building plumbing system currently consists of four water closets and three lavatories. The existing domestic water is distributed throughout the building using Schedule 40 steel pipe. The building is drained by a 4" cast iron pipe connected to the city system. The existing Sanitary waste and vent piping are currently cast iron. The size of the existing domestic water service entering the building is currently unknown. The scope of work includes an update to the utilities that serve the building. New plumbing fixtures as well as new water, sanitary waste, and vent piping will be provided.

CODES AND STANDARDS

All plumbing systems proposed for this building will be designed in accordance with the North Carolina State Building Code (NCSBC), 2018 edition, including all referenced Model Codes and Standards. The applicable codes and standards referenced by the NCSBC are as follows:

- North Carolina Plumbing Code, 2018 Edition
- North Carolina Energy Conservation Code, 2018 Edition

SYSTEM DESCRIPTION

The plumbing system shall consist of new plumbing fixtures, potable cold and hot water piping, piping insulation, water heater equipment, sanitary waste and vent piping systems within 5 feet of the building.

GENERAL SYSTEM REQUIREMENTS

Provide working space around all equipment. Provide all fittings, connections, and accessories required for a complete and usable system. All equipment shall be installed per manufacturer's recommendations.

DOMESTIC WATER SYSTEM

A new 1-1/4" service shall be routed inside of the building. Metering is provided outside of the building. A new reduced pressure zone back flow preventer will be provided at the point of entry to the building to protect the building's water system.

Domestic hot water will be provided by a 10 gallon electric storage type water heater. Water will be generated at 120° F. Mixing valves will be provided at all lavatories to produce 110° F hot water.



Water piping will be type L copper above grade with wrought fittings, ASTM B88. Below grade piping will utilize type K copper pipe, ASTM B 75. Lead free solder shall be provided for all joints within the domestic water system. All water piping shall comply with the requirements of the NSF 61. Provide piping supports, inspections, disinfection, and testing in accordance with North Carolina Plumbing Code.

Provide mineral fiber insulation with vapor barrier on domestic hot and cold water supply. Provide identification for piping and equipment.

PLUMBING FIXTURES

Handicap fixtures will be installed in compliance with current ADA Standards for Accessible Design. To reduce water usage, low flow plumbing fixtures will be utilized for this project as follows:

- Water Closet: ADA compliant, floor mounted vitreous china, tank type low flow (1.28 gpf), white in color.
- Lavatory: ADA compliant, wall hung vitreous china, low flow (0.5 gpm aerator) single handle faucet.
- Drinking Fountain: ADA compliant, dual basin, wall mounted
- Mop Sink: Floor mounted single piece molded stone, with wall mounted utility faucet.

SANITARY WASTE AND VENT

Service weight cast iron soil pipe and fittings shall be used for underground and above grade service. Clean outs will be provided in accordance with the IPC. ASSE 1072 barrier type trap seal devices will be provided for floor drains.



MECHANICAL

GENERAL

Hertford Theater's current HVAC system only heats and ventilates the space. The scope of work includes a historical renovation of the theater and an update to its utilities that serve the space. New heating and cooling systems will be provided and include new ductwork and energy efficient design. There is an existing mechanical equipment mezzanine that will be utilized to house the new air handling equipment. A smaller unit will be utilized to serve the lobby and office areas and will be located underneath the upper balcony seating section. Pathways will need to be provided from the ceiling space of the high roof to the area underneath the balcony for air distribution.

CODES AND STANDARDS

All systems proposed for this building will be designed in accordance with the North Carolina State Building Code (NCSBC), 2018 edition, including all referenced Model Codes and Standards. The applicable codes and standards referenced by the NCSBC are as follows:

- North Carolina Energy Conservation Code, 2018 Edition

DEMOLITION

Demolition scope includes the removal of all heating and ventilating equipment. This includes but not limited to, ductwork above the ceiling, fans, oil heater, and associated motors and electrical connections. Provide pricing to include retaining as much of the existing ceiling during ductwork demolition. Existing bathroom fans shall be demolished. Return air pathways adjacent to the stage are to remain for re-use, as this provides a return air path to the mechanical mezzanine.

NEW WORK

Mechanical Equipment:

- Theater areas: Nominal 17-ton split system heat pump with electric heat back-up. Indoor unit will be located on the 3rd floor, Mechanical Mezzanine. The outdoor unit will be located on the roof of the building. Assumed 4,150 cfm supply air, 1620 cfm outside air. Voltage shall be 208/3Ø. This unit shall be controlled by a 7-day programmable thermostat.
- Lobby/Offices: Nominal 4-ton split system heat pump with electric back-up heat provided underneath the balcony seating area. Assumed 1,100 cfm of air supply, and 260 cfm outside air. There is access to this area from the secondary entrance on the south side of the building. Unit will be suspended from the



structure above. Outside air will be provided from a louver on the sidewall, or from the roof. Duct paths to the 3rd floor need to be provided. Outdoor condensing unit will be located on the roof. This unit shall be controlled by a 7-day programmable thermostat.

- The lobby area will be provided with a dehumidification unit to recirculate the air in that space and reduce space humidity.
- Bathrooms: All bathrooms will be provided with cabinet exhaust fans that will be operated by the light switch in the associated bathroom.

Air Distribution:

- Provide galvanized steel ductwork with exterior R-6 insulation. Ductwork will be above existing theater ceilings. Installation shall retain as many of the existing decorative ceilings as possible.
- Theater areas supply diffusers exist in the ceiling and will be reused in new work.
- Lobby and office areas will have sidewall supply diffusers from suspended split system below balcony area.



ELECTRICAL

Existing Conditions

The existing building contains both the original 1937 electrical service equipment and a later-installed load center serving selected portions of the facility. All existing electrical distribution equipment, feeders, wiring, and devices are to be removed in their entirety. Where components are concealed within existing building elements and cannot be practically removed, they shall be properly disconnected, rendered safe, and abandoned in place. (6) existing wall-mounted lighting fixtures shall be retained, cleaned and re-used; work shall be detailed on the architectural drawings.

CODES AND STANDARDS

All electrical systems proposed for this building shall be designed in accordance with the North Carolina State Building Code (NCSBC), 2018 edition, including all referenced Model Codes and Standards. The applicable codes and standards referenced by the NCSBC are as follows:

- NFPA 70 – National Electrical Code (NEC), 2020 Edition
- North Carolina Energy Conservation Code, 2018 Edition

Normal (utility) Power Service

The normal (utility) power electrical service shall be provided to the project site by the Town of Hertford Utilities Department. The new service shall be 400-amp, 208/120V, 3-phase, 4-wire, and shall enter the building at the back of the stage. Service entrance conductors shall be routed from the utility connection point to a single main distribution panelboard "MDP" located on the stage.

The panelboard shall be equipped with a minimum of 20% spare breakers to accommodate future expansion.

Surge Protection

Provide surge protective device (SPD) system on the incoming electrical service connected to MDP. SPD equipment shall comply with UL 1449 and UL 1283, and designed, manufactured, tested and installed in compliance with IEEE C62.41, IEEE C62.45, NFPA 70, NFPA 75, and NFPA 780.

Short Circuit Rating

All electrical power distribution components shall have a short circuit withstand rating that exceeds the available fault duty at that point in the system. Components shall be fully



rated. Series rated devices shall not be allowed. Anticipated fault current rating is 22 KAIC.

Testing

All low voltage 600V equipment, cables, motors, generators, etc., shall be tested in accordance with the contract documents.

Power Distribution Equipment Manufacturers

All components of the distribution equipment, i.e., distribution panels, panelboards, etc., shall be furnished by one common manufacturer.

Motors

Motors 1/2 hp and less shall be supplied by 120V circuits. Motors greater than 1/2 HP shall be 208V 3-phase circuits. Motors shall be the premium efficiency type. Motors supplied by adjustable drives shall be inverter-duty rated. Motor starters, including VFD's, shall be provided with their respective equipment by the mechanical contractor and connected and installed by the electrical contractor.

Receptacles

Convenience receptacles shall be arranged for a maximum of eight (8) duplex outlets per 20A, 1-pole, 120V circuit. All duplex and special-purpose receptacles indicated for specific equipment shall be provided on separate, dedicated circuits. Common areas shall be designed with one (1) duplex receptacle per wall, typically spaced at 12-foot intervals. Corridors shall have receptacles spaced at approximately 40 feet on center. Building support spaces, including equipment rooms and storage areas, shall be provided with one (1) duplex receptacle per wall or one (1) per 150 square feet, whichever results in greater coverage. Receptacle finish colors and coverplate materials shall be selected by the Architect, and all receptacles shall be marked with the panel name and circuit number on the rear of the cover plate.

Ground Fault Receptacles

Ground fault receptacles shall be installed within 6'0" of a water source, outdoors for general use, on roof within 20 feet of mechanical equipment and in mechanical equipment rooms.

Grounding System Description

A complete equipment grounding system shall be provided such that all metallic structures, enclosures, raceways, junction boxes, outlet boxes, cabinets, machine frames and all other conductive items operate continuously at ground potential and provide a low



impedance path to ground for possible fault currents. Ground system resistance shall be 5 ohms or less. A wall-mounted bus shall be provided adjacent to MDP.

The reference ground for the equipment grounding system shall be established from the following grounding electrodes, all bonded together to provide a single point grounding system: copper clad driven ground rods, concrete encased electrode, and cold water bond.

Grounding connections shall be made with compression fittings, exothermic welds, or irreversible crimps. A separate insulated green grounding conductor shall be provided for each single and 3-phase feeder and branch circuit. The grounding conductor shall be run with the related phase and neutral conductors. Panel feeders installed in more than (1) raceway shall have individual, full sized, green grounding conductor in each raceway. The equipment grounding system shall not rely on the metallic raceways for grounding continuity.

Lighting Equipment

Lighting fixtures shall typically be 120-volt. The lighting shall generally be limited to 1,500VA per 20A, 1-pole circuit. Lighting fixtures shall be LED type, with 3000 to 3500 kelvin color temperature. Fixture lighting power density shall not exceed 1 watt per square foot.

Lighting fixtures shall consist of LED sources and be primarily pendant and downlight fixtures. Decorative lighting and track lighting shall supplement primary lighting where designated.

| Room | Recommended Footcandle Level (FC) |
|-----------------|-----------------------------------|
| Corridors* | 10-20 |
| Lobbies* | 20-25 |
| Toilets* | 10-20 |
| Storage* | 5-10 |
| Equipment Rooms | 30-40 |

*Occupancy and / or vacancy sensors shall be utilized in these spaces. Daylighting sensors shall be included in areas adjacent to exterior walls with glazing.

In general, the spaces shall be designed with occupancy sensors and multilevel (override off) switching.

Power shall be brought for a new exterior lighted sign, sign lighting shall be controlled via lighting control panel.



Daylight sensors in spaces with exterior windows shall be equipped with photosensors to automatically dim the artificial light when sufficient ambient lighting is available.

Emergency Lighting

Emergency lighting and LED exit signs fed from the integral battery packs shall be provided per code.

Raceways

Conduits within building shall be GRS, IMC or EMT unless otherwise noted. Run conduits concealed within finished walls, ceilings, and floors where possible, except where indicated on drawings to be run exposed. In addition, conduits may be run exposed in mechanical rooms and spaces with exposed construction when approved by the Engineer. Conduit shall be supported at intervals of not more than 8'. Run exposed conduit parallel or perpendicular to walls, structural members, or intersections of vertical planes and ceiling. Conduit in areas with suspended ceilings shall be located when practicable between the structural system and the ceiling. Changes in direction of runs shall be made with symmetrical bends or cast metal fittings. Do not install EMT outdoors, or underground, or encased in concrete, or in hazardous areas, or in areas subject to severe physical damage. Do not install PVC in or through fire rated assemblies, in or through any walls, in or through any ceilings, in hazardous areas, in areas subject to severe physical damage, or exposed anywhere in the project. Metal-clad (MC) cable may be utilized in lieu of conduit and conductors where permitted by the NEC and where installed in concealed locations.

Conductors

Wire and cable shall be soft drawn, annealed copper with 600 volt insulation. Minimum wire size shall be #12 AWG. Conductors No. 8 AWG and larger diameter shall be stranded. Conductors No. 10 AWG and smaller diameter shall be solid, except that conductors for remote-control and signal circuits, classes 1, 2, and 3, may be stranded. Insulation shall be type THHN-2-THWN-2, or XHHW-2.

Conductors shall be sized to accommodate a maximum system voltage drop at 5% with 2% allowed on feeders and 3% on branch circuits.

Low Voltage Systems

The electrical design shall include a system of conduit pathways and raceways to support future low voltage systems. Pathways shall be installed with pull strings and routed to the locations shown on the electrical drawings. No low voltage cabling, terminations, or devices are included in this scope.



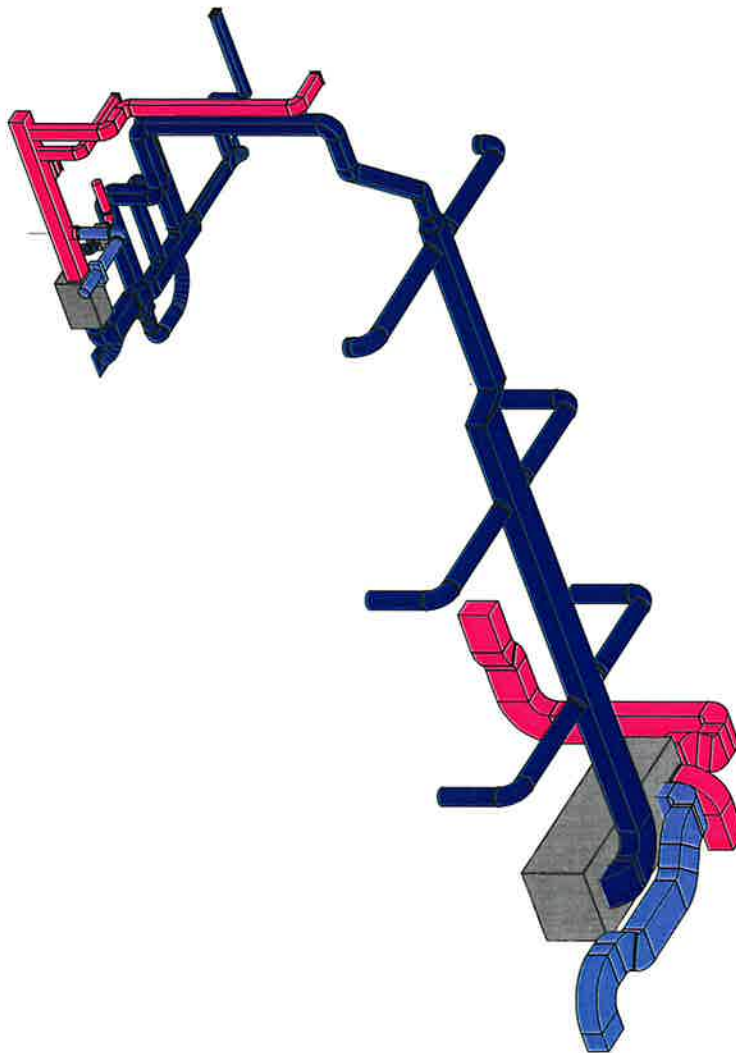
Final system design, equipment selection, and installation of cabling shall be by others under separate contract with the Owner. Coordination shall be required during construction to ensure pathways meet the dimensional, routing, and access requirements of the low voltage contractors.

Audio/Visual Systems

Audio/visual system wiring shall be provided under this contract. Final equipment layout and system design shall be coordinated with the Owner during design development.

For schematic design purposes, provisions shall be made for either a ceiling- or wall-mounted projector with associated projection screen, or one or more wall-mounted flat-panel displays, along with distributed loudspeakers for program audio. Conduits and outlet boxes shall be installed to support display locations, screen or display controls, loudspeaker wiring, and equipment rack connections. Low voltage cabling for the AV system shall be furnished and installed by the electrical contractor in accordance with the final AV design documents. All equipment, terminations, and system commissioning shall be by others.

Duct View
1/2" = 1'-0"



M401
ENLARGED PLANS

JOB NUMBER
Project Number
ISSUE DATE
Issue Date

HERTFORD STATE THEATRE
144 N CHURCH STREET, HERTFORD, NC 27944
Project Status



6b

Progressive Engineering Consultants, Inc.

P.O. Box 690638, Charlotte, NC 28227-7011

Telephone: (704) 545-7327

Fax: (704) 545-2315

progress@pecinc.net

August 20, 2025

Town of Hertford
114B West Grubb Street
PO Box 32
Hertford, NC 27944
Attn: Doris Walton

Subject: 2025 Miscellaneous Engineering Services Contract and Per Diem Rate Schedule

Dear Ms. Walton:

Please find attached Progressive Engineering Consultants, Inc. Contract for Miscellaneous Engineering Services and our Per Diem Rate Schedule for Engineering Services effective the first billing period of January 2025.

If these documents meet with your approval, please execute Pages 1 and 4, and return a fully executed agreement to our office at your earliest convenience.

If you should have questions or comments, please do not hesitate to call.

Respectfully Submitted,

PROGRESSIVE ENGINEERING CONSULTANTS, INC.

Michael A. Dawson, P.E.

Michael A. Dawson, P.E.
Vice-President

Attachment(s)

CONTRACT FOR MISCELLANEOUS ENGINEERING SERVICES

STATE OF NORTH CAROLINA

COUNTY OF PERQUIMANS

THIS CONTRACT made effective this the ____ day of _____, 20____, by and between the TOWN OF HERTFORD, NORTH CAROLINA hereinafter referred to as the "Town", and PROGRESSIVE ENGINEERING CONSULTANTS, INC. of Charlotte, North Carolina, hereinafter referred to as the "Engineer".

WITNESSETH:

WHEREAS the Town desires for the Engineer to perform various miscellaneous engineering services (hereinafter referred to as "Services") in conjunction with the operation and maintenance of the Town's utility systems on an as needed basis; and

WHEREAS the Engineer is qualified and prepared to provide such services.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I - COMPENSATION

The Town shall pay the Engineer for the performance of the Services in accordance with Attachment I (Per Diem Rate Schedule).

The Engineer shall invoice the Town for the Services on a monthly basis, and the Town agrees to make payment within thirty (30) days after receipt of the Engineer's invoice.

ARTICLE II - GENERAL OBLIGATIONS OF THE ENGINEER

The Services to be performed by the Engineer shall be engineering services relating to the operation and maintenance of the electric utility system of the Town for which the Town has requested the Engineer to perform.

The Engineer shall exercise the care, skill and diligence customarily provided by a Professional Engineer in the performance of the Services described herein.

ARTICLE III - INDEPENDENT CONTRACTOR

The Engineer undertakes the performance of this Contract as an Independent Contractor and shall be wholly responsible for the methods followed in the performance of the Services. The Engineer shall work closely with the Town in performing the Services provided for in this Contract.

ARTICLE IV - COMPLIANCE WITH LAWS

The Engineer will comply with all applicable regulatory requirements including federal, state, and local laws, rules and regulations, codes, criteria, and standards.

CONTRACT FOR MISCELLANEOUS ENGINEERING SERVICES

ARTICLE V - INSURANCE

During the performance of the Services under this Contract the Engineer shall maintain the following insurance:

- (1) For the protection of the Town, Professional Liability Insurance in the amount of \$250,000.00. If the Town requests additional coverage, the Engineer shall be reimbursed by the Town for the additional cost associated with such coverage, with such coverage to remain in full force and effect during the term of this contract.
- (2) Comprehensive General Liability Insurance with bodily injury limits of not less than \$1,000,000.00 for each occurrence and not less than \$2,000,000.00 in the aggregate, and with property damage limits of not less than \$1,000,000.00 for each occurrence and not less than \$2,000,000.00 in the aggregate.
- (3) Worker's Compensation Insurance in accordance with statutory requirements and Employers Liability Insurance with limits of not less than \$100,000.00 for each accident.
- (4) Automobile Insurance with bodily injury limits of not less than \$1,000,000.00 and property damage limits of not less than \$250,000.00.

ARTICLE VI - INDEMNIFICATION

The Engineer shall save harmless and indemnify the Town from any and all claims occurring as a result of the Engineer's negligent acts, errors or omissions, patent infringement, or breach of contract of the Engineer.

ARTICLE VII - TOWN'S RESPONSIBILITIES

The Town shall supply to the Engineer, either directly or indirectly from others, all available information and data which is reasonable and required by the Engineer. The Town shall also be responsible for the following:

- (1) Approving all procedures established to govern the relationships between the Town, the Engineer, and third parties.
- (2) Making final planning decisions utilizing information supplied by the Engineer.
- (3) Providing designated personnel to represent the Town in matters involving the Engineer.
- (4) Providing general assistance in the performance of the services necessary as a part of this Contract.

ARTICLE VIII - OWNERSHIP OF DOCUMENTS

The Town shall own all documents which are deemed to be a work product of the performance of this Contract. Original documents, however, shall remain in the files of the Engineer unless otherwise directed, in writing, by the Town.

The Town agrees to save harmless and indemnify the Engineer from any and all claims occurring as a result of the re-use of documents created under this Contract on any other project without the Engineer's prior knowledge and consent in writing.

CONTRACT FOR MISCELLANEOUS ENGINEERING SERVICES

ARTICLE IX - TERM

The Term of this contract shall be through December 31, 2025, unless otherwise agreed upon in writing by both parties.

ARTICLE X - ASSIGNMENT

This Contract shall not be assigned in whole or in part, unless approved in writing by both parties.

ARTICLE XI - INTERPRETATION

This Agreement shall be deemed to have been made in the State of North Carolina, and its validity, construction and effect shall be governed by the laws of the State of North Carolina.

ARTICLE XII - WAIVER

Failure or delay on the part of the Engineer or Town to exercise any right, remedy, power, or privilege hereunder shall not operate as a waiver on any other default or on the same type of default on a future occasion.

ARTICLE XIII - AMENDMENT

No revision to this Contract shall be valid unless made in writing and signed by an officer of the Engineer and an authorized Official of the Town.

ARTICLE XIV - TIME

Unless prevented by strikes, accidents, weather or other reasonable cause, Engineer shall deliver the services to be provided hereunder in accordance with the schedule specified by the Town.

ARTICLE XV - COUNTERPARTS

This Agreement shall be simultaneously executed in two (2) counterparts, each of which so executed shall be deemed to be original, and such counterparts together shall constitute but one and the same instrument.

CONTRACT FOR MISCELLANEOUS ENGINEERING SERVICES

IN WITNESS, WHEREOF, the parties have executed this Contract by their duly authorized representatives effective the day and year first above written.

TOWN OF HERTFORD
HERTFORD, NORTH CAROLINA

ATTEST:

Signature

Signature

Print Name

Title

(SEAL)

PROGRESSIVE ENGINEERING CONSULTANTS, INC.
CHARLOTTE, NORTH CAROLINA

Robert F. Thomas, Jr.

Robert F. Thomas, Jr.
President