



Agenda

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Adjustment and approval of June 1, 2021 meeting agenda

PUBLIC COMMENT PERIOD **Notes on the Comment Period** - Each speaker may speak up to **3 minutes**, and the total comment period will be 15 minutes or less. Citizens should sign up with the Town Clerk to speak prior to the start of the meeting. Although the Council is interested in hearing your concerns, speakers should not expect Council action or deliberation on subject matter brought up during the Public Comment segment. Topics requiring further investigation will be referred to the appropriate town officials or staff and may be scheduled for a future agenda. Thank you for your consideration of the Town Council, staff, and other speakers.

REQUESTS AND COMMUNICATIONS

5. UNC Rex Holly Springs Hospital Update
6. NCDOT I-540 Update

CONSENT AGENDA

7. Approve the minutes of the May 18, 2021 Business Meeting.
8. Request to defer Resolution for Town Attorney to Petition Court for Compliance with the Minimum Housing Ordinance at 1113 N. Main St. for 60 days.

NEW BUSINESS

9. Fiscal Year 2021-22 Budget Adoption
10. 2021 Street Resurfacing Project (TOHS Eng. Proj. 21-004)
11. Oakview Innovation Park Phase 1 Development Plan 21-DP-01 and Developer Agreement

OTHER BUSINESS

MANAGER'S REPORT

CLOSED SESSION -

ADJOURNMENT

In accordance with ADA regulations please contact the Town Clerk's office at least 48 hours before the meeting to request an auxiliary aid or service needed to participate in this meeting:

linda.mckinney@hollyspringsnc.us 919-557-3900



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 5.

Requests & Communications

Title: UNC Rex Holly Springs Hospital Update

Strategic Priority Area: Responsible & Balanced Growth

Safe & Friendly

Staff Resource:

Action(s):

No action required.

Explanation:

- Roy Tempke, Chief Operating Officer of UNC Rex Holly Springs Hospital, will give an update on construction progress of the new hospital.
- Mr. Tempke last updated Council at the January 5, 2021 meeting.

Background:

- The Rex Healthcare of Holly Springs campus is located at the corner of Avent Ferry Road and Hwy 55 (850 S. Main Street).
- The 50-bed hospital will provide a multitude of healthcare services to include an emergency department, maternity center, surgical suite and more.
- Construction of the hospital began in April of 2019, and it is scheduled to open during the fall of 2021.

Funding Source(s):

N/A

Attachment(s):

None



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 6.

Requests & Communications

Title: NCDOT I-540 Update

Strategic Priority Area: Responsible & Balanced Growth

Staff Resource: Randy Harrington, Town Manager

Action(s):

No action required.

Explanation:

Dennis W. Jernigan of the NC Turnpike Authority will share a progress update on the I-540 Extension in Holly Springs.

Background:

- Mr. Jernigan previously updated the Mayor and Council on the progress of the I-540 Extension project on August 6, 2019 and February 18, 2020.
- Since 2002, the NC Turnpike Authority has worked to advance toll transportation facilities to help increase choices in how drivers reach destinations in the region while also reducing congestion along heavily traveled routes and providing an additional revenue stream for building new commuter routes.

Funding Source(s):

N/A

Attachment(s):

None



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 7.

Consent Agenda

Title: Approve the minutes of the May 18, 2021 Business Meeting.

Strategic Priority Area: Organizational Excellence

Staff Resource: Linda McKinney, Town Clerk

Action(s):

Approve the minutes of the Council's Business meeting held May 18, 2021.

Explanation:

- Minutes in draft form are attached for the Council's review.
- If there are any corrections, please call the Town Clerk at 919-557-3900 in advance of Tuesday night's meeting so that corrected versions of the draft minutes can be circulated for review before adoption of the Consent Agenda.

Background:

Funding Source(s):

N/A

Attachment(s):

1. 5.18.21 minutes - Draft



MINUTES

The Holly Springs Town Council met in regular session on Tuesday, May 18, 2021 in person and via video conferencing. Mayor Pro Tem Berry presided, calling the meeting to order at 7 p.m. A quorum was established as five Council members were present in the Chamber as the meeting opened.

Council Members Present: Mayor Pro Tem Dan Berry, Councilmen Peter Villadsen, Shaun McGrath and Aaron Wolff, and Councilwoman Christine Kelly.

Council Members absent: Mayor Sears.

Staff Members Present in Chambers: Randy Harrington, *Town Manager*; Daniel Weeks, *Assistant Town Manager*; Scott Chase, *Assistant Town Manager*; John Schifano, *Town Attorney*; Linda McKinney, *Town Clerk* (recording the minutes); Mark Andrews, *Communications and Marketing*; Jeff Wilson, *Director, IT*; Mathew Mutter, *IT*; LeeAnn Plumer, *Director, Parks and Recreation*; Matt Beard, *Parks and Recreation*; Cassie Hack, *Director, Communications and Marketing*; Cheryl Caines, *Development Services*; Aaron Levitt, *Utilities and Infrastructure*; Corey Petersohn, *Finance*; Kathy White, *Deputy Town Clerk*.

2. and 3. The Pledge of Allegiance was recited followed by an invocation by Pastor Jim Littleton of Holly Springs United Methodist Church.

4. Agenda Adjustment: The May 18, 2021 meeting agenda was adopted with changes, if any, as listed: remove item 12 for a future agenda.

Motion: Villadsen

Second: Wolff

Vote: Unanimous

Public Comment: At this time, an opportunity was provided for members of the audience who had registered to speak to address the Council, and the Clerk was asked for any written comments received prior to the meeting.

The following written comments were received: one comment thanking the Holly Springs Police for their kind, professional behavior during a traffic stop.

The following comments were received in person: none

Recognitions

5. Public Works Week

Scott Chase, Assistant Town Manager, said that May 16-22 is National Public Works Week, and the Town would like to take this time to recognize the Public Works staff. He said that over the past two years 6,869 linear feet and 35,384 square feet of concrete has been poured, including N. Main St. and Sunset Lake sidewalk projects, GoTriangle Bus stop, the Arbor Creek crossway, and The Block. They have repaired 538 sidewalk trip hazards and laid 160 tons of asphalt for road repairs. With more people working from home, Public Works staff has processed double the amount

of yard waste during the past year. They increased Fleet surplus revenue by nearly 2000% and the department projects fuel savings of 35% over previous years.

Kendra Parrish, Executive Director of Utilities and Infrastructure read the Proclamation declaring May 16 – 22nd to be Public Works Week in Holly Springs, and recognized those members of the Public Works Department who were present.

Requests and Communications

6. Tree Advisory Committee Annual Report

Cheryl Caines introduced Rachel Woods, Chairman of the Tree Advisory Committee. Ms. Woods gave an update of the activities of the Committee during 2021. She gave highlights of activities that correspond to the Committee's duties, including the Arbor Day event, Tree City USA, street tree replacement program, and assisting in recommendations regarding removal of diseased trees, tree maintenance, and preferred tree selection criteria. In addition, the Committee worked to inform and educate the general public on the importance of tree preservation and maintenance. She said that the Town hired an intern to do an inventory of the street trees and their health throughout town. This needs to be updated every five years, and the Committee is working on the best ways to use the data. She praised Ms. Caines for her work on maintaining Holly Springs' status as a Tree City USA.

Councilman Wolff said that it was a privilege to be the Council liaison to this Committee as they were the most passionate board. He praised Ms. Caines for her leadership from the staff side. Councilwoman Kelly applauded Ms. Woods for recognizing that this is a new, evolving program and being willing to evaluate and improve.

7. Sidewalk, Pedestrian Safety, and Traffic Calming Community Investments Update

Aaron Levitt, Utilities and Infrastructure, said the purpose of this item was to give Council an update on sidewalk, pedestrian safety, and traffic calming community investments. He said enhanced crosswalks have been completed at Bass Lake Road at the entrance to Bass Lake Park and Main Street at Rogers Rd. These were both constructed by Public Works. If residents would like to request an enhanced cross walk, they can contact the Town through the web page or by phone to get on the list. He showed where existing enhanced crosswalk signals are in town, and intersections that have been identified as future locations. He showed where sidewalks have been installed in town during this past fiscal year, including connections to greenways, and some potential future sidewalk projects.

Mr. Levitt identified three levels of traffic calming measures that the Town can employ. He explained how locations are identified and the process the public can use if they are aware of a problem location, and gave an update on how many requests have been received and escalated since the opening of the traffic calming portal.

Mr. Levitt said that the ADA Transition Plan Phase 1 has been completed, Main St. and Holly Springs Road. Phase 2 will look at facilities, such as Town Hall and parks. Once those are complete, staff will get recommendations for projects to improve accessibility around town.

MPT Berry asked if there were cost savings with Public Works doing the crosswalks. Mr. Levitt said there were significant savings. The last two crosswalks cost \$27,000 together compared to \$35,000 each for previous ones.

Councilwoman Kelly asked for clarification on requests that became petitions and what happened to the other requests. Mr. Levitt said some of the simple requests are completed immediately. If the request requires a level 2 or 3 intervention, they need to escalate to a petition. He said most of them have not gotten to that level. Councilwoman Kelly asked about the goal of a petition. Mr. Levitt said that there needs to be 75% approval on the affected area to move forward with a Level 2 or 3 project, so the petition is to get that information.

Councilman Wolff asked about radar signs he had seen around town and if they part of this program. Mr. Levitt said that Utilities and Infrastructure had not installed any yet, but the Holly Springs Police Department had post-mounted signs that have been installed around town.

Public Hearings

8. Fiscal Year 2021-2022 Budget

Randy Harrington, Town Manager, said the purpose of this hearing was to receive public feedback on the recommended Fiscal Year 2021-22 budget. He said that no one had signed up for comment on the hearing, and introduced Corey Petersohn, Finance. Mr. Petersohn recapped the highlights of this budget, including strong economic growth, investment in 38 new staff positions, no property tax rate change; a reduction in garbage and recycling fees, and a slight increase in water and sewer rates. He outlined the enhanced public safety response investments and said the total operating budget is just over \$73.6 million. He said the growth of full-time employees mirrors the population growth and is needed to continue to provide high-quality service to residents. He showed a short video where staff members from various departments explained how the budget requests would impact their ability to provide service to residents. He then said that next Tuesday, May 25th Council would hold their budget workshop at the Law Enforcement Center at 6:00 pm, and then plan to vote on adopting a budget at their June 1st meeting.

Mayor Pro Tem Berry opened the public hearing and the following input was received: Hank Dickson, via email prior to the meeting, requested a specific route for the greenway connection from Muses Mill Court to Ting Park and for the Town to reduce the donation to the Holly Springs Chamber of Commerce.

Mayor Pro Tem Berry asked if there was anyone who had not signed up who wished to speak. No one responded.

There being no further input, Mayor Pro Tem Berry closed the public hearing.

Consent Agenda

The Council passed a motion to approve all items on the Consent Agenda. The motion carried following a motion by Councilman Villadsen, a second by Councilman McGrath and a unanimous vote. The following actions were affected:

9. Minutes – The Council approved minutes of the Council business meeting held May 4, 2021 and the Council workshop meeting held May 11, 2021.

10. Monthly Budget Amendment Report – The Council received the monthly Budget Amendment Report.

A Copy of the budget amendment report is attached to these minutes.

11. Wake County Community Development Block Grant Cooperation Agreement Extension – The Council approved the automatic renewal of the Wake County Community Development Block Grant Cooperation Agreement for three years 2022 - 2024.

NEW BUSINESS

12. Collins Park Master Plan Amendment 15-MAS-03

This item was pulled from the agenda.

13. Memorial Gift Program Policy

LeeAnn Plumer, Director Parks and Recreation, said that requests to make memorial gifts to the Town have increased in recent years. The purpose of this policy would establish a Memorial Gift Program under which funds may be donated to the Town for the purchase and installation of items or features that enhance public spaces. Often these gifts are given in memory or honor of a person or event. A formal policy creates a consistent and equitable process for accepting donations or gifts, and provides a benefit to the Town's public spaces.

Ms. Plumer said the policy would allow acceptances of items, features, or donations. All items must reflect the character of the particular public place and enhance the appearance or use. Certain gifts may have a gift amount established as part of the Town's Fee Schedule. All gifts must be compatible with Town planning documents. A small plaque may be included, with Town approved language. The policy specifies that the gift then becomes Town property.

Action: Motion to adopt P-049, Memorial Gift Program Policy.

Motion by: Villadsen

Second by: Kelly

Vote: unanimous

14. NCDOT Municipal Agreement for Pedestrian Tunnel – Change Order

Aaron Levitt, Utilities and Infrastructure, said the purpose of this item was to consider approval of a supplemental agreement and budget for lighting the pedestrian tunnel under NC540. He showed the location of the tunnel near Sunset Lake Road. He said that Council approved the agreement for a pedestrian tunnel, which was for a lump sum payment of \$325,000. Staff assumed that lighting was a standard design practice for a pedestrian tunnel. Recently NCDOT informed them that it was not. Lighting is needed for safety. The cost for this change order is \$90,889, including design and construction. Funding includes \$40,000 contingency, already appropriated, and a transfer of \$50,889 from Parks and Recreation operating funds. The tunnel is 225 feet long, and this cost is consistent with other such projects.

Action: Motion to approve supplemental municipal agreement and budget amendment for the design and installation of lighting for the NC540 pedestrian tunnel in a lump sum payment amount of \$90,889.

Motion by: Kelly

Second by: Villadsen

Vote: unanimous

15. Parks and Recreation Advisory Committee Appointments

Linda McKinney, Town Clerk, said that there are three full term vacancies and one partial term vacancy on the Parks and Recreation Advisory Committee. The Clerk's office advertised the openings through the Town's website, through social media, and other means, and received 18 applications.

By ballot, the Councilmembers nominated as follows:

Berry: Scott Warner, Jason Ballard, Jody Carey & Len Lloyd

Villadsen: Scott Warner, Jason Ballard, Jody Carey, Len Lloyd

Kelly: Tony McDermott, Jody Carey, Sarah Larson, Dean Ness

McGrath: Scott Warner, Jason Ballard, Jody Carey, Len Lloyd

Wolff: Tony McDermott, Jody Carey, Sarah Larson, Dean Ness

Council discussed the large number of applicants and their qualifications, including applicants living west of 55 where the new park will be, and applicants who were active in the Holly Springs Run Club.

Action 1: Motion to appoint Jody Carey, Scott Warner, and Len Lloyd to the Holly Springs Parks and Recreation Advisory Committee for three-year terms ending June 30, 2024.

Motion by: Wolff

Second by: Villadsen

Vote: unanimous

Action 2: Motion to appoint Tony McDermott, to the Holly Springs Parks and Recreation Advisory Committee to fill a vacated term ending June 30, 2022.

Motion by: McGrath

Second by: Kelly

Vote: unanimous

16. Tree Advisory Committee Appointments

Linda McKinney, Town Clerk, said that there are two regular vacancies for three-year terms, and one junior member vacancy for a one-year term on the Tree Advisory Committee. The Clerk's office advertised the openings through the Town's website, through social media, and other means, and received 10 applications for the regular member positions, and three applications for the junior member position.

By ballot, the Councilmembers nominated as follows:

Berry: Mark Volger & Kelly Oten, regular members; Adam Orsak, junior member

Villadsen: Mark Volger & Kelly Oten, regular members; Anna Freeh, junior member

Kelly: Mark Volger & Kelly Oten, regular members; Adam Orsak, junior member

McGrath: Mark Volger & Kelly Oten, regular members; Adam Orsak, junior member

Wolff: Mark Volger & Kelly Oten, regular members; Adam Orsak, junior member

Council discussed how many qualified applicants there were for this Committee and appreciated the detail given on the applications. The two chosen applicants stood out for their qualifications. They appreciated the resumes and the extra color given to the applications.

Councilman McGrath said that he appreciates the Committee looking at the urban forest as an ecosystem, in partnership with citizens and businesses, not just leveraging Town dollars, but leveraging that entire ecosystem of that community. Having volunteers to help plant trees is wonderful, but we need to educate the public so that homeowners are invested in taking care of the trees and we do not end up with 49% of our trees in a decrepit state.

Action 1: Motion to appoint Mark Volger, and Kelly Oten to the Holly Springs Tree Advisory Committee for three-year terms ending June 30, 2024.

Motion by: Villadsen

Second by: McGrath

Vote: unanimous

Action 2: Motion to appoint Adam Orsak, as Junior Member to the Holly Springs Tree Advisory Committee to a one-year term ending June 30, 2022.

Motion by: Kelly

Second by: Wolff

Vote: unanimous

OTHER BUSINESS

Mayor Pro Tem Berry gave an update on the COVID numbers in our zip code, and thanked the Town Manager and Staff for the quick reaction to the Governor's Order last Friday. He said the Hurricane's game was well attended last night and it was heartening to see sports coming back.

Councilman Villadsen said that he enjoyed touring the Cass Hold Rd. property last week and he looks forward to it becoming a park. He also said it is a beautiful oasis in town and that the highest point in Holly Springs is on that property.

Councilwoman Kelly gave an update on the landfill committee, and said the County is committed to working with the Town regarding landfill odors. She said there was an LGBT Center event last night in Holly Springs and it was well attended by a cross section of businesses and residents. The LGBT Center is considering doing more roundtable discussions and more events in Holly Springs. There is an Autism Acceptance Day event this Saturday from 11-3 at the Law Enforcement Center.

Councilman Wolff thanked Matt and Kristi Griffith for offering the Pimiento Tea room for the LGBT Center event. If you have not been there, the food was amazing, the décor was worth the trip.

Councilman McGrath said it is budget season. It is interesting to see ongoing discussions about the American Rescue Plan, ARP, and how it will impact our budget. He thanked the Town Manager and staff for the judicious approach that allowed Holly Springs to weather this storm well, and he hopes that doesn't detract from our ability to get funds from the ARP. As well as seeing a potential offset for our body-worn camera program. He said the tunnel-portion of the NCDOT pedestrian tunnel was complete, and it is a great thing for that community and for North to South Connectivity. Finally, he reminded everyone to check in with friends and neighbors and make sure they're ok. We need to look out for each other.

MANAGER'S REPORT

Randy Harrington, Town Manager, said he had three updates and the first he would have the town attorney assist with. We've been operating under a series of emergency declarations for the past year. Currently the Town has a declaration that ties on to Wake County's declaration, which does not have any additional restrictions, but helps with administrative components like getting CARES Act funds and coordinating with the County. In light of improving conditions, the County is inclined to rescind their declaration. All the municipalities that are tied to the County declaration are inclined to agree. In light of us coming off the emergency declaration it impacts Council's electronic meeting policy. John Schifano, Town Attorney, said that the Governor's Order says that municipalities can have more restrictive policies than the state mandate. But when the County's declaration lifts, Holly Springs' will too. Council's Electronic Meetings policy says you can only have electronic meetings when there is a declared state of emergency. We have been meeting in person and transmitting live to the public. That does not make it an electronic meeting, so it could continue. It is only an electronic meeting if one of you is not here. If you were to be out of town and wanted to attend electronically, you could attend, but not participate. Quasi-judicial proceedings would need to take place live here as well.

Mr. Harrington said that the Communications and Marketing Team recently received two Excellence in Communications Awards from their professional organization, the NC City and County Communicators Association. They received First Place in the state for Citizen Participation for with the Holly Springs Elementary School Historic Marker project. The Town worked closely with members of the community to make sure this former school for black children was not lost to history. This months-long collaboration with former students and community members was capped with the unveiling of the marker last November. Congratulations to the group on that award. They also received 2nd place in the Most Creative with Least Dollars Spent for the Happy Holly Days Tree Trail project out at Ting. When COVID cancelled the holiday parade, the team pivoted and organized a safe holiday event well under the parade budget. Local organizations decorated nearly 90 Christmas trees on display around Ting Stadium, and the community came out over several days to enjoy the variety of free, creative, and COVID-sensitive festivities. He recognized Tamara Ward, Cassie Hack, and Mark Andrews for their work on that project.

Mr. Harrington invited Antwan Morrison, Finance Director, to share some good news about the Town's credit rating. Mr. Morrison said that April 23rd there were bond ratings meetings as part of the process for issuing bonds. Standard and Poor's (S&P), Moody's and Fitch are the three credit rating agencies. The Town received two ratings. S&P and Fitch rate from AAA down to D; Moody's rates from Aaa down to C. He explained the factors that went into the ratings. As of this morning, Holly Springs received upgrades from both the ones we tried for. Moody's upgraded us to AA1 and

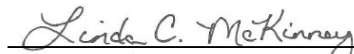
S&P to AAA. He firmly believes, based on guidance received, the Town can get the Moody's up to AAA next time. He gave the reasons we were upgraded and said that Council's actions were key in receiving these ratings. He said the bond issue will be in early June and he thinks they will be at 1.5% or 1.6% interest, which is very low. It is a credit to strong financial structure and having the AAA and AA1 bond ratings.

Mr. Harrington thanked Mr. Morrison, Town staff, and Council's leadership. These changes don't happen overnight and the Town has been working in this direction over many years as a result of strong decisions by Council. This translates to the lowest cost for our residents and allows us to take on other projects down the road.

CLOSED SESSION: none.

Adjournment: Councilman McGrath made a motion to adjourn at 8:20 pm. It was seconded by Councilwoman Kelly and passed with a unanimous vote.

Respectfully Submitted on Tuesday, June 1, 2021.



Linda C. McKinney, Town Clerk

Addenda pages as referenced in these minutes follow and are a part of the official record.



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 12.

Unfinished Business

Title: Resolution for Town Attorney to Petition Court for Compliance with the Minimum Housing Ordinance

Strategic Priority Area: Safe & Friendly

Staff Resource: Andrew Rubley, Development Services

Action(s):

Adopt/Deny Resolution 21-04 directing the Town Attorney to petition the Superior Court for an order directing owner of 1113 North Main Street to comply with Minimum Housing Standards.

Explanation:

- In accordance with Article IV, Section 6-121 of the Municipal Code, the purpose of Minimum Housing Standards is to protect the health, safety, and welfare of the residents of the town by establishing minimum standards for fitness and continued occupancy of all buildings used for human habitation as authorized by N.C.G.S. 160A-444.
- Article IV, Section 6-135 outlines the procedure for enforcement.
- A minimum housing inspection was performed on July 28, 2020 and found minimum housing violations.
- Staff found the structure located at 1113 N. Main Street to be dilapidated and unfit for human habitation.
- After a hearing where the owner did not show, the Code Enforcement Officer prepared a written order to the owner of the property, ordering them to comply with the minimum standards of fitness by the Town Code of Ordinances or alternatively to vacate and remove or demolish the structure. The ordinance allows the homeowner to appeal the order, and the time to appeal has expired.
- Staff has been working to gain compliance since August 2020.
- November 20, 2020 was the compliance deadline.
- February 2, 2021 council voted to defer the motion for 90 days.
- May 7, 2021 staff had minimum housing compliance inspection. Structure has moved from dilapidated to deteriorated.
- Owner has been engaged with staff since February 2021.

Background:

- On July 24, 2020, staff was made aware of a house fire at 1113 N Main Street from the Holly Springs Fire Department.
- As a result of the fire, the power and water was shut off to the home by the Holly Springs Fire Department.

- July 27, 2020 staff took exterior photos and spoke with tenant to schedule a minimum housing inspection.
- July 28, 2020 staff performed a minimum housing inspection with tenants present.
- The structure was not vacant at time of minimum housing inspection on July 28, 2020.
- Minimum housing hearing was held on August 18, 2020. Owner of property did not show up.
- August 19, 2020 the property owner verified and made aware of violations via phone call. Property owner has not expressed financial inability to pay for fixing known violations.
- The structure was vacant as of 10/27/20.
- An electrical permit was applied for and paid on 11/17/20, no building permit submitted to date. The Town inspector will not restore power back to the home due to the dilapidated condition of the structure.
- Staff has unable to establish a meeting on site with the owner.
- The Minimum Housing deadline for conformance expired on 11/20/20.
- February 2, 2021 town council voted to defer motion for 90 days to allow owner additional time to gain compliance.
- May 7, 2021 staff had minimum housing compliance inspection. Exterior has had major improvements. Structure has improved from dilapidated to deteriorated.
- Owner has been actively engaged with staff since last council meeting.

Funding Source(s):

N/A

Attachment(s):

1. NOH
2. NOV
3. Order of CCEO
4. Min Housing Timeline
5. Progress Photos
6. Resolution 21-04 Revision Minimum Housing 1113 N Main St.

Minimum Housing Violation Timeline 1113 N Main St. Holly Springs, NC 27540

Owner: Yolanda Rogers

Address: 3509 Milky Way Raleigh, NC 27604

Phone Number: 919-271-6868, 919-875-0789

E-mail: ycr0526@gmail.com

1. 7/24/20:
 - a. Received notice of possible fire from HSFD.
 - b. Took exterior photos.
 - c. HSFD stated they removed power and water from structure.
2. 7/27/20:
 - a. Placed condemned sign on door around noon.
3. 7/28/20:
 - a. Minimum Housing inspection at 2pm.
4. 8/5/20:
 - a. Sent owners notice of hearing and notice of violation letters.
5. 8/18/20:
 - a. Conducted Min. Housing Hearing.
 - b. Owner was not present.
 - c. Structure was found to be dilapidated.
 - d. November 20, 2020 compliance date.
6. 8/19/20:
 - a. Sent owner a copy of the Order.
 - b. Owner called at 1:53pm
 - Left a vm stating she plans to fix most items on the letter she received.
 - c. I tried calling owner back at 2:44pm, there was no answer and could not leave a message.
7. 8/21/20:
 - a. Tried calling owner at 1:27pm. There was no answer and I left message for her to call me back.
8. 8/25/20:
 - a. Called owner again at 12:06pm There was no answer and could not leave a message.
9. 9/28/20:
 - a. Called owner at 9:30am. Young lady answered and said she was not available. Young lady said to call back at noon.
 - b. I called back at 12:14pm and there was no answer and a vm could not be left.
10. 10/27/20:
 - a. Called owner at 11:45am for an update.
 - Owner said she was calling contractors.
 - Owner stated there were squatters on property.

- Emailed HSPD, squatter issue has been resolved
 - Owner was asking about getting an extension. (Compliance dead line 11/20/20)
 - Advised owner let's keep original compliance date and see what kind of progress can be made before we talk extensions.
11. 11/21/20
 - a. Called owner at 12:44pm.
 - b. Owner stated that electrical contractor applied for electrical permit.
 - c. Owner stated that some of the exterior trash and junk has been cleaned up.
 12. 11/23/20:
 - a. Called owner at 2:14pm.
 - b. Electrical permit was paid for on 11/17/20
 - c. Owner stated that electrical is working on structure today.
 13. 11/24/20
 - a. Dusty Mills called in the morning.
 - Can not do electrical inspection because house is condemned.
 - b. Owner called at 11:19am.
 - She stated she can't have an electrical permit because she has no building permit.
 - Owner stated no work can be done without electricity.
 - Advised that she may be able to get a temp. service pole, may require building permit first.
 - c. Owner called at 12:29pm.
 - We have a meeting scheduled at property with her and me and Mike Ritter on 11/24.
 - Told owner that she needs to have a building permit to get a temp power pole. I e-mailed her over an application.
 14. 11/27/20:
 - a. Owner called and left a message saying she couldn't make the Monday apt (11/24/20).
 - b. Owner said the Thursday or Friday the following week would work.
 15. 11/30/20
 - a. Called owner at 10:41am.
 - b. Left a message suggesting meeting for Thursday 12/3/20 at 3pm.
 16. 12/3/20:
 - a. Mike Ritter and I came to property at 3pm. No one showed up.
 17. 12/4/20
 - a. Called owner at 11:54a and there was no answer. Left her a vm to call me back and reschedule.
 18. 12/15/20
 - a. Called owner at 9:21am. We have a meeting scheduled for Friday 12/18/20 at 3:30p.
 - b. Mike Ritter told me he would have to reschedule.
 - Immediately called owner she informed her of the cancelation.
 19. 1/5/21:
 - a. Called owner at 9:25am to reschedule meeting for Friday 1/8/21 at 3pm. Left a message for owner to call me back and verify.
 20. 1/7/21:

- a. Called owner at 9:22am.
 - Left message with owner to see if she could confirm my proposed meeting time.
 - Asked her to call me back and verify.
- 21. 1/8/20:
 - a. Called owner at 2:32pm to verify if she was coming to meeting or not.
 - Owner did not pick up or call me back to inform me.
- 22. 1/13/21:
 - a. Meeting with Beth T, Daniel P. and Scott C to discuss next steps.
 - b. Will put this case on Friday 1/22/21 council briefing.
 - c. Will move forward according to ordinance.
- 23. 1/14/ 21:
 - a. Called owner at 3:01pm and left a message to inform her that this property and case will be on council agenda/ meeting February 2, 2021 at 7pm.
 - Also e-mailed her as well.
- 24. 1/21/21:
 - a. Council brief meeting
 - Conference call with administration. (Notify owner via letter of Feb. 2nd council meeting)
- 25. 1/28/21:
 - a. Meeting with Beth and Daniel to prepare documents for Council meeting.
 - b. Sent owner letter informing her about upcoming town council meeting. Overnight postage.
- 26. 2/1/21:
 - a. Received e-mail from owner
 - Owner acknowledged our formal letter about town council meeting on Fe. 2, 2021 at 7pm
 - Owner asking questions.
 - Staff informed her about the Town Council meeting for Feb 2, 2021
 - Encouraged her to attend meeting
 - Told what next steps would be at council meeting.
- 27. 2/2/21:
 - a. Owner e-mailed again asking more questions
 - b. Called owner at 11:23am asking her to provide a written statement.
 - c. Emailed owner a link so she can view town council meeting tonight.
 - d. Owner sent e-mail of correspondence to staff before council meeting.
 - Stating intentions with property
 - What she's been working on thus far
 - What repairs are planned next
 - E. Town Council voted to defer motion for 90 days.
 - At end of 90 days if structure not in compliance, Town will draft ordinance for demolition and removal of structure.
- 28. 2/19/21:
 - a. Owner email and provided me an update.
 - Has selected a contractor

- Will be getting building permit soon
- Has cleaned up yard
- b. Staff e-mailed owner that once permit was on file and paid for, we can show her how to get a temporary service power pole.
- c. Owner asked to check on building permit status on 2/24/21 and inform her of it's status.

29. 2/24/21:

- a. Checked permit status on building permit. There was nothing on file as of yet.
- b. Emailed owner and let her know the status.

30. 2/26/21

- a. Checked permit statue on building permit. It was on file and paid for.
- b. Emailed owner and let her know it was good to go.

31. 3/8/21

- a. Owner e-mailed
 - Wanted to know next steps to getting temporary power.
- b. Inspector e-mailed owner asking a question and that would tell us what steps we would need to take.
 - Owner e-mailed back and said that the contractor will have generators again at the job site.
 - Inspector e-mailed back just e-mail back and let us know what she needs help with.

32. 4/5/2021

- a. e-mailed owner about an update on the structure.
 - Owner said they would stop at property today and provide me with an update tomorrow.

33. 4/6/21

- a. Owner e-mailed with an update
 - Owner stated the following have been completed so far:
 - * Bathroom floor replaced
 - * siding is replaced
 - * Plumber will be installing water heater this week.
 - * Sheet rock from interior has been replaced
 - * rotten wood around exterior windows has been replaced

34. 4/26/21:

- a. E-mailed the owner
 - Notified her of the upcoming deadline for compliance of May 3rd.
 - Let her know that she can schedule the inspection early if she would like.

35. 4/29/21:

- a. E-mailed owner
 - Asked owner when next week she would like to do compliance inspection.
 - Owner e-mailed back and showed that she forwarded e-mail to her contractor.
 - Contractor e-mailed, can meet on 5/7/21 Thursday at 2pm.

36. 5/4/21:

- a. Contractor e-mailed, have to cancel Thursday apt.
- b. E-mailed him back and asked when he could meet.
- C. We all can meet Friday May 7, at 2pm

37. 5/6/21

- a. Owner e-mailed at 1:50 stating she would be there at 2pm.
- b. I promptly responded to owner I can not make it on 10 minutes notice.
- c. Contractor called at 2:08 asked if anyone was coming today
 - Informed that it was rescheduled for tomorrow
 - I can not come upon 10 minutes notes of original scheduled date after it has been

rescheduled.

38. 5/7/21:

- a. Minimum Housing compliance inspection at 2pm.
- b. ½ items have been completed, ½ remain. Progress is being shown.

39. 5/10/21:

- a. e-mailed owner, provided an update with inspection from Friday.
- b. asked owner what kind of time frame does she need to be 100% complete with all fixes.
 - Either 30 or 60 days.
- c. Owner forwarded e-mail to her contractors. She asked them to respond back to me with a time frame for completion.

40. 5/13/21:

- a. It's the recommendation of the assistant town manager to take item before town council to ask for a 60-day extension.
- b. e-mailed owner our intentions for the June 1st town council meeting
 - will be seeking a final 60-day extension.











THE TOWN OF

Holly Springs

Resolution No.: 21-04

Date Adopted: February 2, 2021

Effective Date: February 2, 2021

**RESOLUTION OF THE TOWN OF HOLLY SPRINGS TOWN COUNCIL
DIRECTING THE TOWN ATTORNEY TO PETITION WAKE COUNTY SUPERIOR
COURT FOR AN ORDER DIRECTING OWNER OF 1113 N. MAIN STREET TO COMPLY WITH
THE ORDER OF THE CODE ENFORCEMENT OFFICER**

WHEREAS, the municipal code of the Town of Holly Springs ("Town") Section 6-123 establishes minimum standards for residential structures, to assure the protection of the health and safety of the residents of Holly Springs;

WHEREAS, the Town was notified of possible code violations at 1113 N. Main Street ("the Property"), on July 24, 2020 from the Holly Springs Fire Department;

WHEREAS, the Property was inspected for compliance with the minimum housing ordinance by the Town on July 28, 2020, numerous violations were found. Notice of Violation and Notice of Hearing were sent to the owners and occupants of the Property on August 5, 2020;

WHEREAS, a hearing was conducted on August 18, 2020 whereby the owner and occupants were noticed of the hearing pursuant to statute giving them a chance to speak on behalf of the property. At the conclusion of the hearing an Order of the Code Enforcement Officer was entered, finding the structure to be dilapidated and unfit for human habitation, and directing the owner to comply with the minimum standards or else vacate and remove or demolish the structure by November 20, 2020;

WHEREAS, The owner was served with the Order pursuant to statutory requirements;

WHEREAS, staff continued throughout August, September and October 2020 to speak with the owner about forming a plan for repairs. Town staff scheduled several meetings with owner on site to discuss each violation and give owner an opportunity to ask any questions. Staff was unsuccessful in it's attempts to meet with owner on site after several attempts by staff to do so.

WHEREAS, on November 17, 2020 owner paid and was issued a trade permit. To date no progress has been made for repair or installation of necessary fixtures such as a hot water heater to meet minimum housing code;

WHEREAS, on November 20, 2020 owner was unsuccessful on meeting the compliance deadline for minimum housing repairs;

WHEREAS, on December 3, 2020 the safety officer and senior building inspector went on site for a meeting with owner. Staff was only able to make an exterior inspection. Staff noticed little to no progress has been made to the exterior, and did not have access to the interior.

WHEREAS, staff has continually attempted to contact the owner who has stopped returning phone calls from staff;

NOW THEREFORE, BE IT RESOLVED by the Town Council to direct Town Attorney, pursuant to N.C.G.S. § 160A-446(g), to petition the Wake County Superior Court for an Order directing the Owner of 1113 N. Main Street to comply with the Order of the Code Enforcement Officer of the Town of Holly Springs, dated August 18, 2020.

Adopted by the Holly Springs Town Council on this, the 2nd day of February 2021.

Town of Holly Springs by

ATTEST:

Dick Sears, Mayor

Linda McKinney, Town Clerk





Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 9.

New Business

Title: Fiscal Year 2021-22 Budget Adoption

Strategic Priority Area: Organizational Excellence

Staff Resource: Corey Petersohn, Finance, Randy Harrington, Town Manager, Antwan Morrison, Finance

Action(s):

Adopt the Fiscal Year 2021-22 Town Budget (Ordinance 21-14)

Explanation:

- This budget advances the Town Council's five strategic priorities while addressing staffing and workload demands to serve a growing population and investments to enhance Fire Department response capability along with investments to maintain Holly Springs as one of the safest communities in North Carolina.
- This budget includes 39 new positions and a merit based pay plan with employee adjustments between 0-6% based on performance.
- The total operating budget is \$73,600,974.
- The property tax rate remains unchanged from last fiscal year at 42.16 cents per \$100 valuation.
- Refuse and Recycling fees are reduced by \$0.48 and yard waste collection is increased by \$0.50.
- The budget includes a 1.8% Water and Sewer rate increase as well as a \$1.00 total access fee increase for utility fund debt service.
- At the May 25, 2021 Budget Workshop, Council made the following amendments to the Manager's recommended budget:
 - Police: Eliminated transfer of one of the two School Resource Officers at Holly Springs High School to Investigations and added one new Investigations position (\$109,000) by utilizing flexible contingency funds (\$20,000) and reducing proposed vehicle replacement expenditures (\$89,000). Staff was able to reduce the total cost of the Investigations position from \$125,000 to \$109,000 based on a refined assessment of total vehicle and equipment needs as well as budgeting the position to begin on October 1 as is standard with all new approved positions.
 - Chamber of Commerce: Funding of \$30,000 is included in the budget adoption materials with disbursement subject to Council's request for the Chamber to provide additional funding request information and an update on the vision, priorities, and direction of the Chamber.

Background:

- Per G.S. 159-13, the governing board shall adopt a budget ordinance not later than July 1.
- The annual budget allocates financial resources to operationalize Town Council's priorities into actionable programs and budget policies to deliver municipal public services and create positive impact in the community.
- Staff will bring to the June 15 Council Meeting an end-of-year clean-up budget amendment for the Fiscal Year 2020-21 Budget as well as updated multi-year Capital Project and Capital Reserve Fund ordinances for the items approved in the Fiscal Year 2021-22 Operating and Community Investment Plan Budget.

Funding Source(s):

Attachment(s):

1. FY2021-22 Approved Budget Ordinance
2. FY22 Recommended Budget Presentation PDF
3. FY22 Recommended Budget Book - Final



THE TOWN OF

Holly Springs

Ordinance Number: 21 - 14

Date Adopted: June 1, 2021

Effective Date: July 1, 2021

BUDGET ORDINANCE FY2021-2022 HOLLY SPRINGS, NORTH CAROLINA

BE IT ORDAINED by the Town Council of Holly Springs, North Carolina:

Budget Adoption: There is hereby adopted the following Operating Budget for the Town of Holly Springs for the Fiscal Year beginning July 1, 2021 and ending June 30, 2022; the same being adopted by fund and activity within each fund as listed.

SECTION 1:

General Fund	
Revenues:	
Ad Valorem Tax	19,616,934
Sales Tax	8,800,000
Environmental Fees	3,268,071
Other Taxes and Licenses	2,996,831
Permits and Fees	2,891,000
Parks & Recreation Fees	1,831,750
Other Financing Sources	1,038,500
Public Safety Revenues	855,221
Miscellaneous Revenues	597,000
Intergovernmental / Grants	96,170
Total	41,991,477
Expenditures:	
Public Safety	15,072,154
General Government	8,023,205
Public Works	7,636,644
Parks & Recreation	5,649,823
Development	4,258,651
Transfers/Reserves	1,351,000
Total	41,991,477

Finance Department

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Utility Fund	
Revenues:	
Water Sales	8,039,000
Sewer Sales	6,956,874
Permits and Fees	1,155,500
Other Financing Sources	653,500
Miscellaneous Revenues	340,500
Total	17,145,374
Expenditures:	
Development	10,846,118
Non-Departmental	2,489,436
Central Services	1,961,530
Finance	1,239,906
Information Technology	421,409
Public Works	97,100
Administration	89,875
Total	17,145,374

Stormwater Management Program Fund	
Revenues	1,500,003
Expenditures	1,500,003

Powell Bill Fund	
Revenues	882,000
Expenditures	882,000

Emergency Telephone System Fund	
Revenues	246,216
Expenditures	246,216

General Fund – Debt Service Fund	
Revenues	7,641,475
Expenditures	7,641,475

Utility Fund – Debt Service Fund	
Revenues	4,194,429
Expenditures	4,194,429

SECTION 2.

Levy of Taxes: There is hereby levied, for Fiscal Year 2021-2022, an Ad Valorem tax rate of 42.16 cents per \$100 valuation of taxable property as listed for taxes as of January 1, 2021. This rate shall be levied with 29.93 cents to the General Fund and 12.23 cents to General Fund Debt Service per one \$100 valuation of taxable property.

The tax rate is based on an estimated total valuation of property for the purposes of taxation of \$6,640,800,000 and an estimated collection rate of 98.5%.

Finance Department

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SECTION 3.

Fees and Charges: There is hereby established, for Fiscal Year 2021-2022 various fees and charges as contained in the Town Manager's Recommended Fiscal Year 2021-2022 Budget.

SECTION 4.

There is hereby confirmed, for Fiscal Year 2021-2022 a \$25 Municipal Vehicle Tax to be included in vehicle registration and property tax bills collected by the North Carolina Department of Revenue.

SECTION 5.

Sanitation, recycling, and yard waste fees shall be levied at a rate of \$19.11 per household per month. This includes one trash bin, one recycling bin and up to 2.5 cubic yards of allowed yard waste.

SECTION 6.

Salaries & Salary Grades: The following shall govern salary and wage compensation for Fiscal Year 2021-2022:

- A. Employee Salary Adjustments. Salary adjustments shall range between 0%-6% based on performance. Position classifications are to be continuously reviewed and adjustments instituted by the Town Manager to make the plan fair for all classes of employees.
- B. Salary Grade Adjustments. An adjustment to the salary grades in the amount of 1.7%.
- C. The Town Manager or designee is authorized to reclassify a current employee position's salary grade for any position with a defined salary grade range, as listed in the Town Manager's Recommended Fiscal Year 2021-22 Budget, if the incumbent has satisfied the Department's requirements to include any required training, professional certification, or other positional requirements.

SECTION 7.

The Town Manager is hereby authorized to transfer appropriations within a fund as contained herein under the following conditions as specified in North Carolina General Statute §159.

- A. Authorize budget transfers within a department without prior approval of the Town Council.
- B. Approve budget transfers between departments within the same fund up to \$50,000 without prior approval of the Town Council and will be reported to Town Council by the following month.
- C. All budgetary transfers or appropriations above \$50,000, between funds, or that increase or decrease the total budget of any fund must be approved in advance by Town Council.

SECTION 8.

The Town Manager is hereby authorized to enter into contracts up to \$50,000 without prior Town Council approval. The Town Manager is hereby also authorized to execute contractual documents under the following conditions:

- A. Town Manager may execute contracts for (1) purchases of apparatus, supplies and materials or equipment which are within budgeted departmental appropriations; (2) leases of personal property for a period of one year or less and within budgeted departmental appropriations; and (3) services which are within budgeted departmental appropriations. Any of the above may be in the formal bidding range for contracts.
- B. Town Manager may execute grant agreements to or from public and non-profit organizations which are within budgeted appropriations unless a grantor organization requires execution by the Town Council.
- C. Town Manager may execute contracts, as the lessor or lessee of real property, which are of one-year duration or less if funds therefore are within budgeted appropriations.

SECTION 9.

Restricted Revenues: The Finance Officer is hereby directed to fund appropriations that have specified revenues prior to funding with General Fund monies. This is to include but not limited to ABC profits, sales tax, and state and federal grants.

SECTION 10.

Encumbrances: Operating funds encumbered on the financial records as of June 30, 2021, are hereby re-appropriated to this budget. All project ordinance appropriations are continued.

SECTION 11.

Budget Control: The Town Council in approving the budget has utilized to the fullest extent possible its revenue sources. Over collections of revenue or unanticipated revenue, sources cannot be expected to materialize during the year. It is therefore, of utmost importance, and the Town Manager is hereby directed to initiate steps to insure compliance with the budget, as fixed herein. The Town Manager is further directed where it appears that costs may possibly exceed budget appropriations, to first take steps to contain costs by any necessary methods including reductions in services prior to requesting budget amendment action by the Town Council.

SECTION 12.

The Town Council hereby authorizes the Wake County Tax Administrator to bill and collect taxes for the Town.

SECTION 13.

Multi-year projects on the financial records as of June 30, 2021 are hereby re-appropriated to fiscal year 2021-2022.

SECTION 14.

That in addition to the projects covered by Section 13, any remaining encumbered appropriations from the prior fiscal year for contracts and purchase orders that carry over into the current fiscal year are re-appropriated for expenditure in the current fiscal year. Additionally any unexpended appropriations for previously authorized multi-year capital projects or grant projects are re-appropriated for expenditure in the current fiscal year; local grant-matching obligations that were previously authorized as part of multiyear grant projects are also re-appropriated for expenditure in the current fiscal year.

Finance Department

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SECTION 15.

The Town Manager or designee is hereby authorized to move appropriations within a fund, to include the authority to move appropriations within funds for reorganization.

SECTION 16.

Sections of this ordinance estimate income (grants, debt, and other permanent funding sources). Until actual receipt, the Finance Officer or her designee is hereby authorized to advance funding from the appropriate fund's fund balance to cover the budgeted expense. Upon receipt of the income or debt proceeds, funds advanced shall revert back to the source fund's fund balance. If the permanent funding is not realized, the advance may be designated as the permanent source of funding. Upon receipt of the permanent funding, the sources and levels of funding for the project specified may be adjusted to reflect permanent financing. Total project appropriation levels shall not exceed the amounts specified unless amended by a subsequent ordinance.

SECTION 17.

The Finance Officer or designee is hereby authorized to transfer interest earnings from various cooperating and capital funds to the appropriate debt service funds according to Town Council policy, except where specific exceptions have been authorized.

SECTION 18.

The Finance Officer or designee is authorized to appropriate amounts needed to fund the following:

- A. Current fiscal year debt issues that have been approved by Town Council.
- B. Amounts needed to satisfy federal government regulations related to interest earnings on debt issues.
- C. Banking fees.
- D. Sales and use taxes, when required by law.
- E. Insurance premiums, risk management claims (that are entirely covered under a policy of insurance and have approval of the Town Manager), legal fees, utility bills, solid waste collection fees, escrow payments, annual hardware/software maintenance for town equipment, refunds (expressly excluding property tax bills or town license fees), adjustments to utility bills pursuant to Town Council policy.

SECTION 19.

The Finance Officer or designee is authorized to close projects, remove any excess appropriations and return associated balances to the appropriate Fund's original source.

SECTION 20.

The Finance Officer or designee is authorized to create and maintain a capital reserve fund in order to account for all system development fee proceeds as required by Article 8 of NCGS 162A, which shall remain so long as the town collects system development fees.

SECTION 21.

The Town Manager is hereby authorized to adjust appropriations in accordance with any Town Council amendments to this budget ordinance made by motion of the Town Council at a duly called meeting.

SECTION 22.

All ordinances in conflict with this ordinance are hereby repealed or amended to reflect the controlling nature of this Ordinance. In the event that any ordinance or policy establishes a fee or charge less than that which is described in the document described in Section 3 of this Ordinance, this Ordinance shall control.

The provisions of this ordinance shall become effective July 1, 2021 in accordance with the laws of the State of North Carolina.

Adopted this, the 1st day of June 2021.

Attested to:



Dick Sears, Mayor

Linda McKinney, Town Clerk

Finance Department

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Fiscal Year 2021-22 Recommended Operating & Community Investment Plan Budget

Randy Harrington, Town Manager



Town of
HOLLY SPRINGS

Overview

- **Purpose:** Receive the Manager's Recommended Budget
- **Outline:**
 - Key Takeaways and Overview
 - Operating Budget Highlights
 - Community Investment Plan (CIP) Highlights
 - Other Recommendations

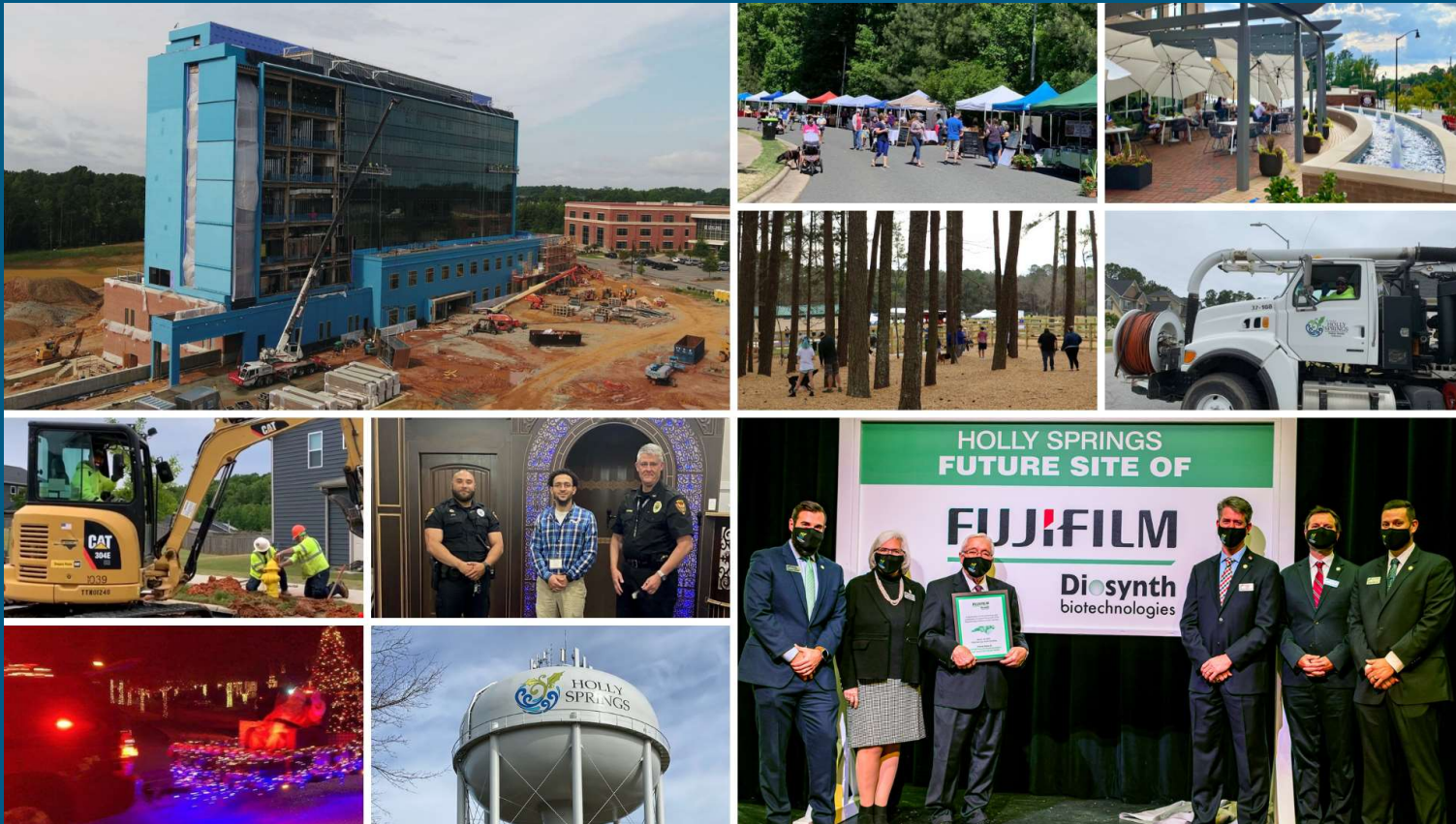


Key Takeaways

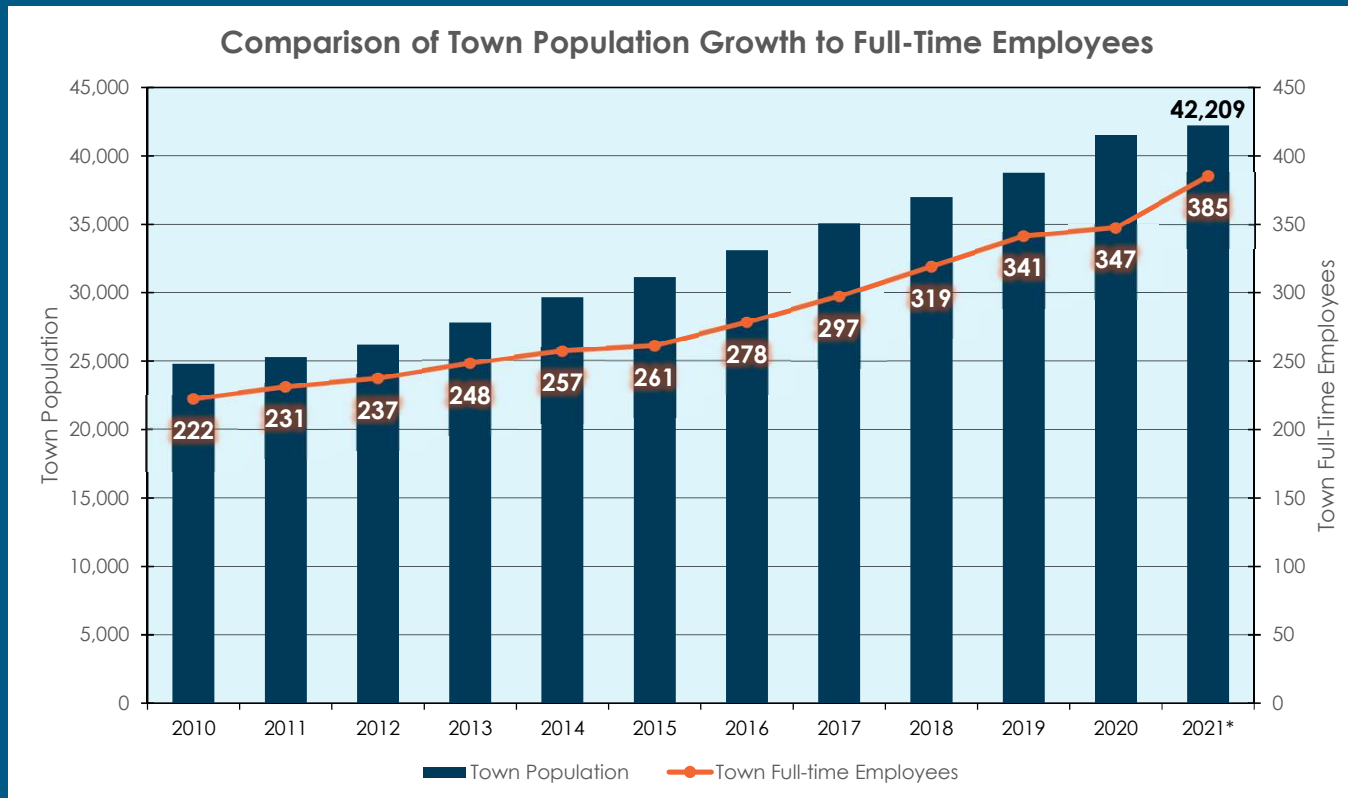
- Strong economic growth
- Investment in 38 new staff positions to service residential and non-residential growth, development related work demand, and other strategic initiatives
- No property tax rate change; reduction to refuse and recycling collection fees
- Enhanced public safety response investments



Holly Springs – A Community with Momentum!



Keeping Pace with Growth



**2021 Population based on projections from Development Services Department*



Strategic Plan

Holly Springs offers an unmatched quality of life that reflects the joys of small town living in a safe, family-friendly community that residents and businesses are proud to call home.



Economic Prosperity
& Diversity



Engaged, Healthy &
Active Community



Organizational
Excellence



Responsible &
Balanced Growth



Safe & Friendly



Budget Highlights



Town of
HOLLY SPRINGS

Total Operating Revenues - \$73,600,974

Revenues (Where money comes from)



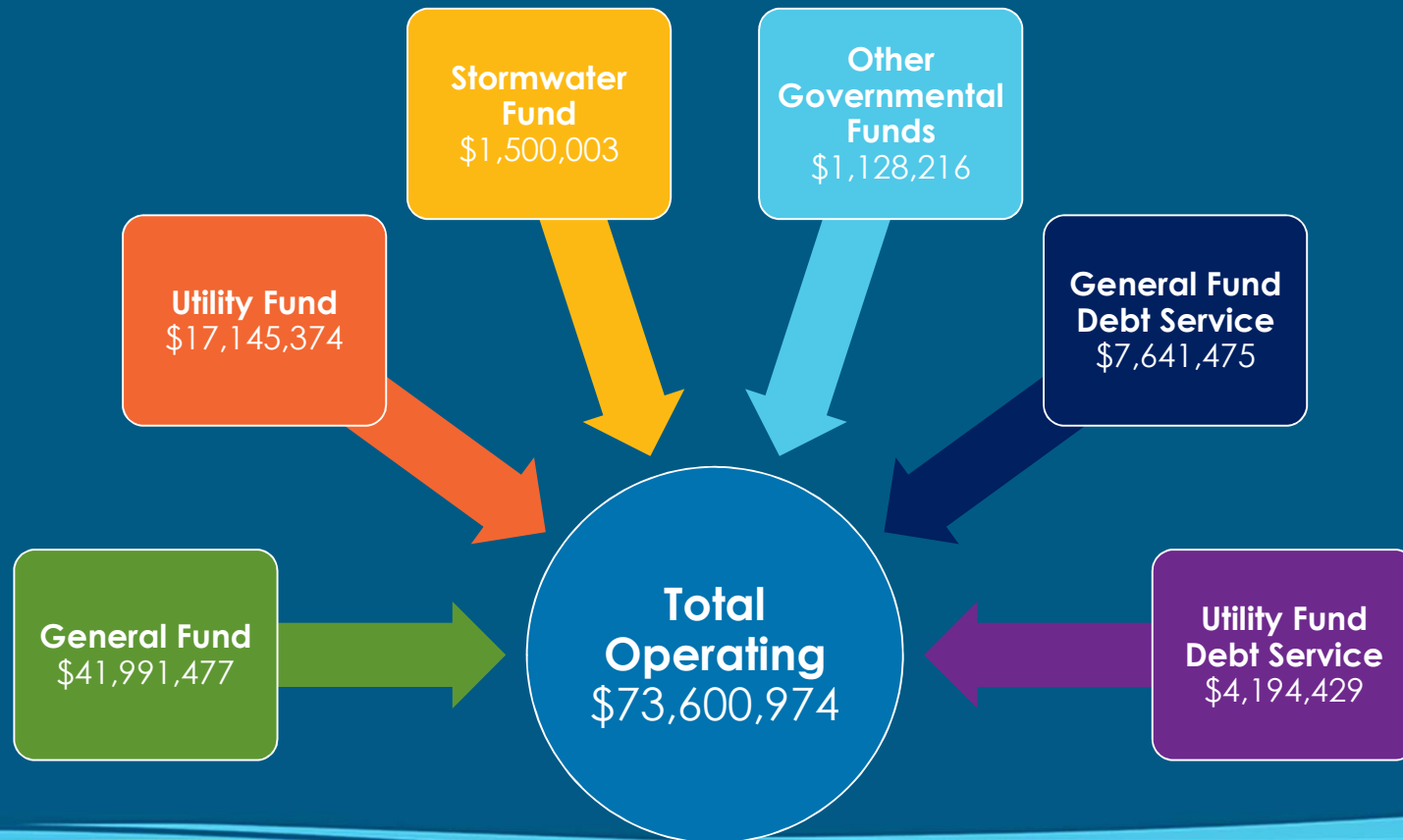
Total Operating Expenditures - \$73,600,974

Expenditures (What money is spent on)

Public Safety \$15,214,370	Water & Sewer Operations \$14,655,938	Public Works \$8,518,644	General Fund Debt Service \$7,641,475	Reserves & Transfers \$4,303,958	Development \$4,258,651
		General Government \$8,038,205	Parks & Recreation \$5,649,823	Utility Fund Debt Service \$4,194,429	Stormwater Operations \$1,125,481



Total Operating Budget by Fund



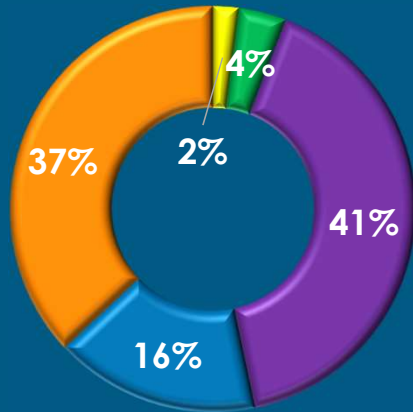
Operating and Community Investment Plan Highlights by Strategic Priority Area

<https://vimeo.com/547496735/47d78a8631>



New Operating Expenditure Highlights by Strategic Priority Area

General Fund \$4,835,528



Economic Prosperity & Diversity



Engaged, Healthy & Active Community



Organizational Excellence

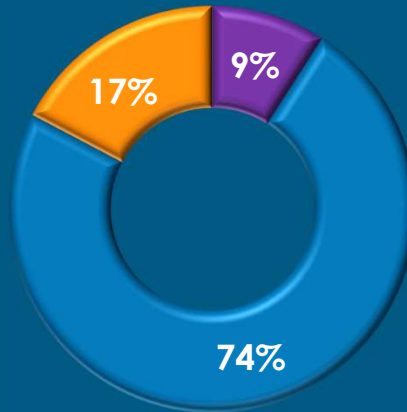


Responsible & Balanced Growth

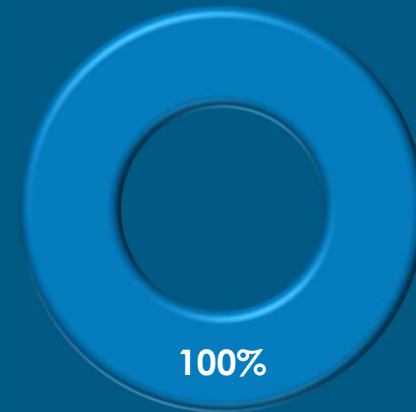


Safe & Friendly

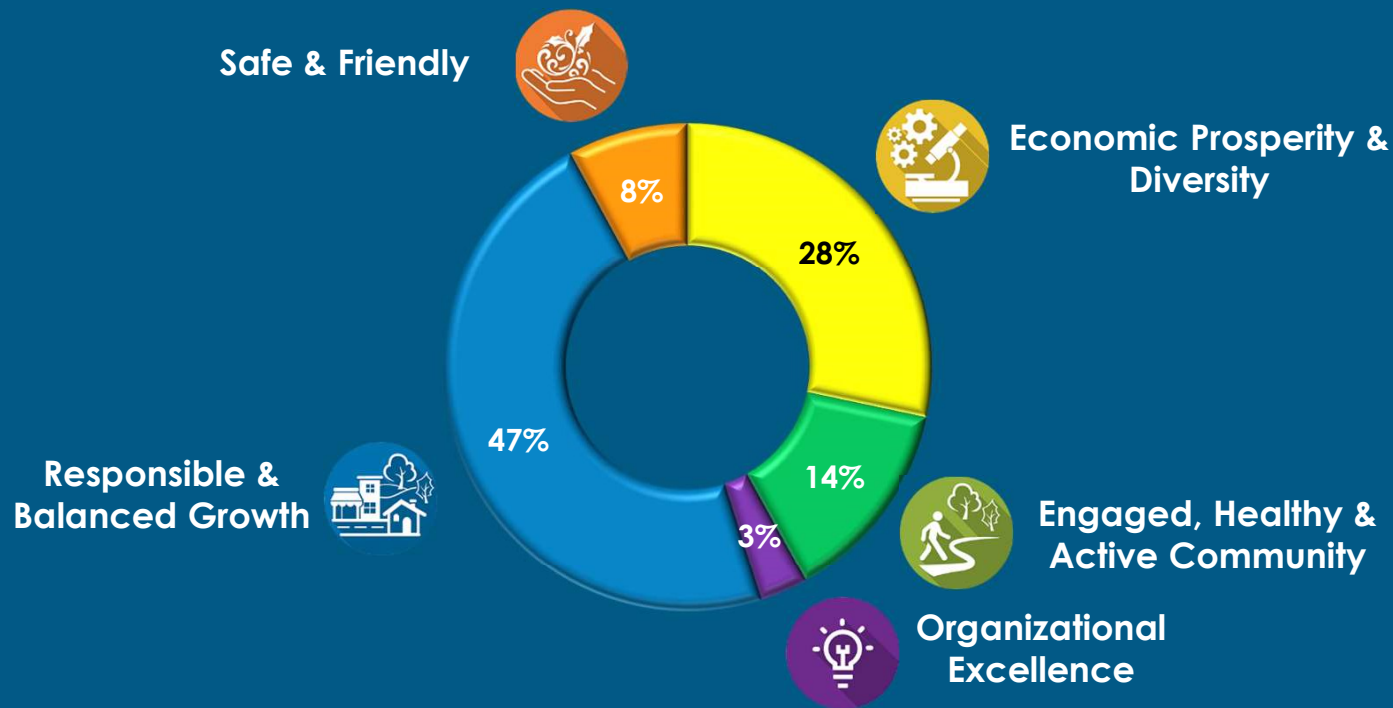
Utility Fund \$1,408,929



Stormwater Fund \$138,130



Community Investment Plan Highlights by Strategic Priority Area (\$76,020,954)*



*Total cost is only for elements of projects funded in FY2021-22

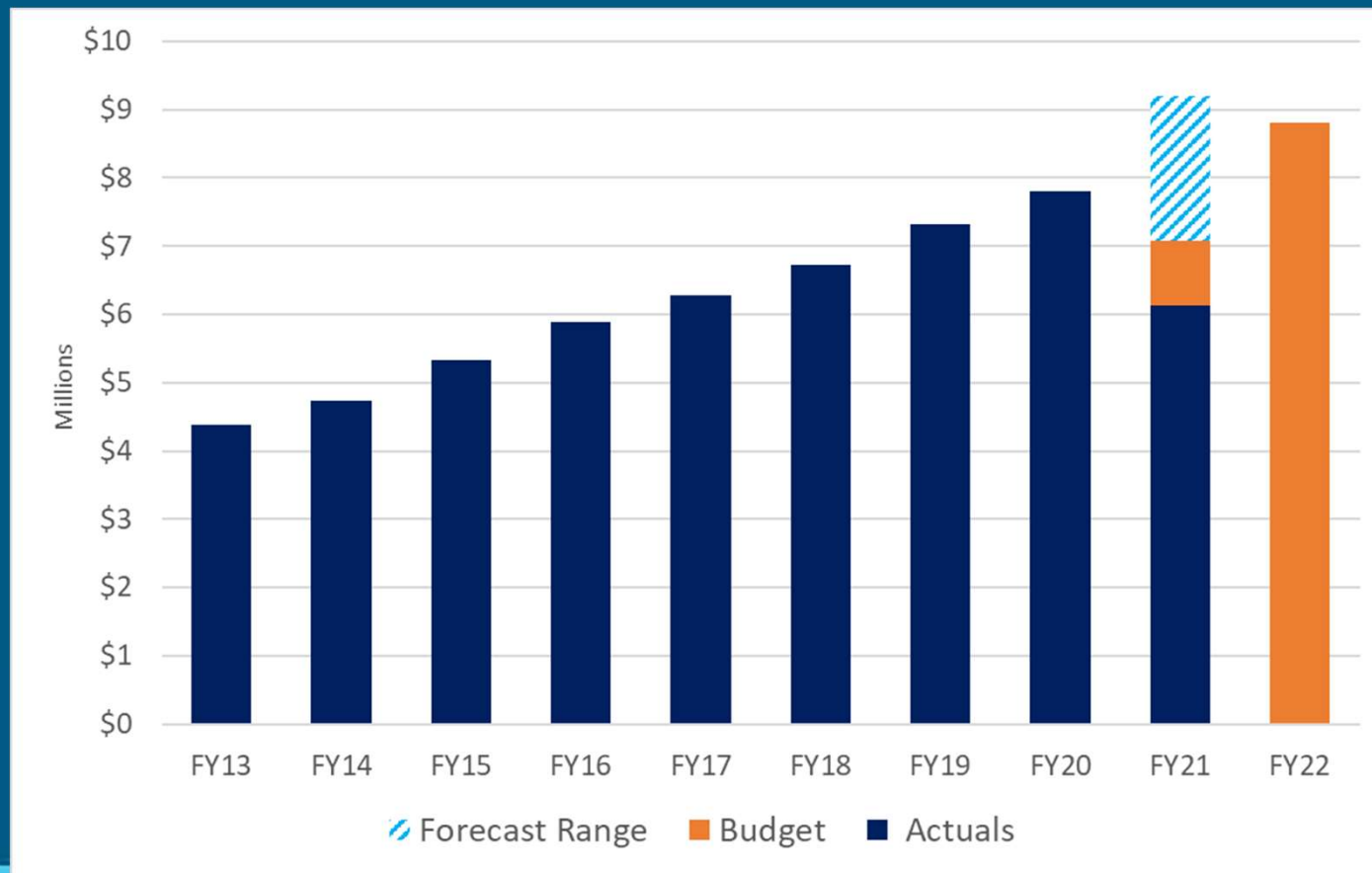


Revenues to Sustain High Quality Service Delivery

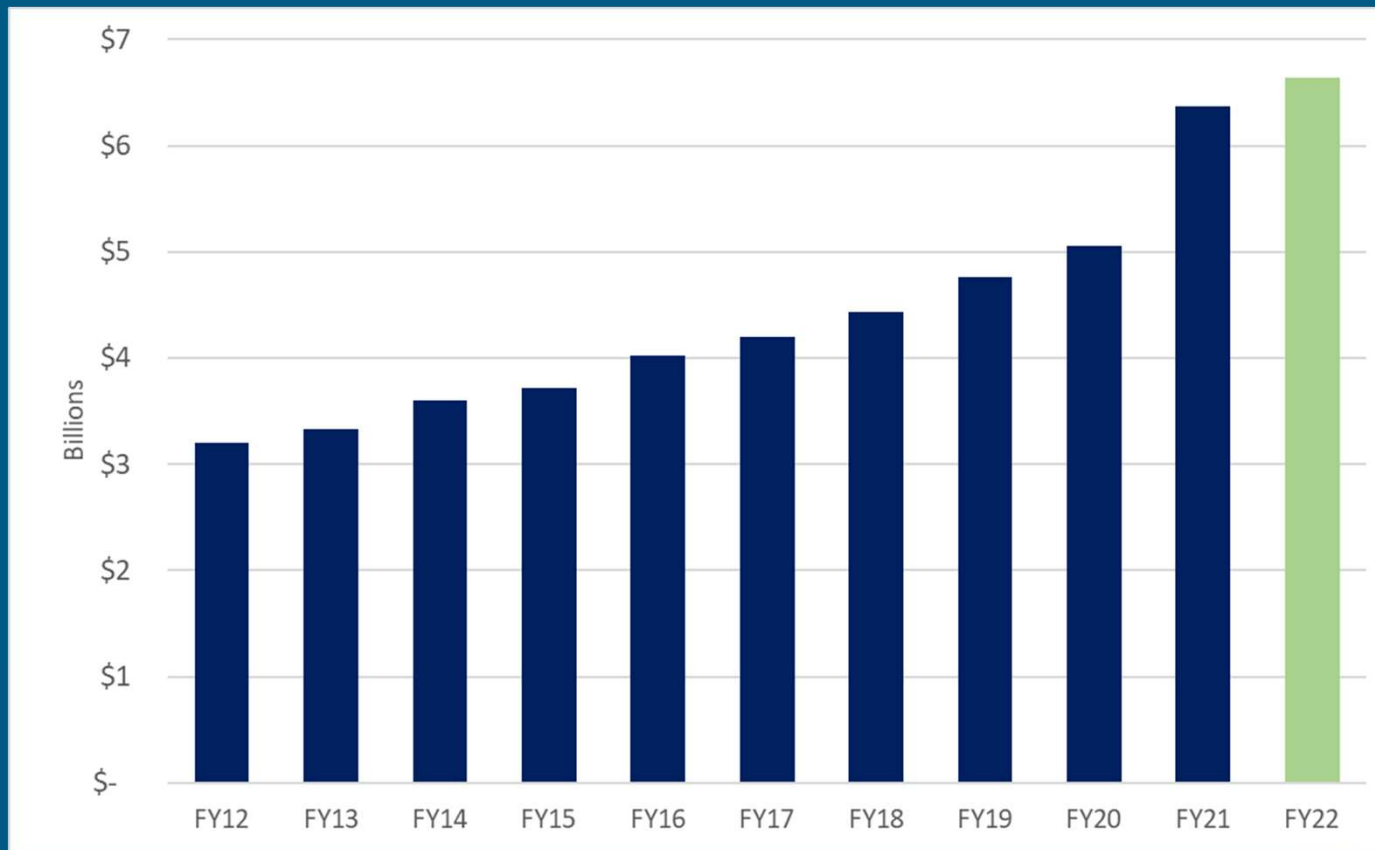


Town of
HOLLY SPRINGS

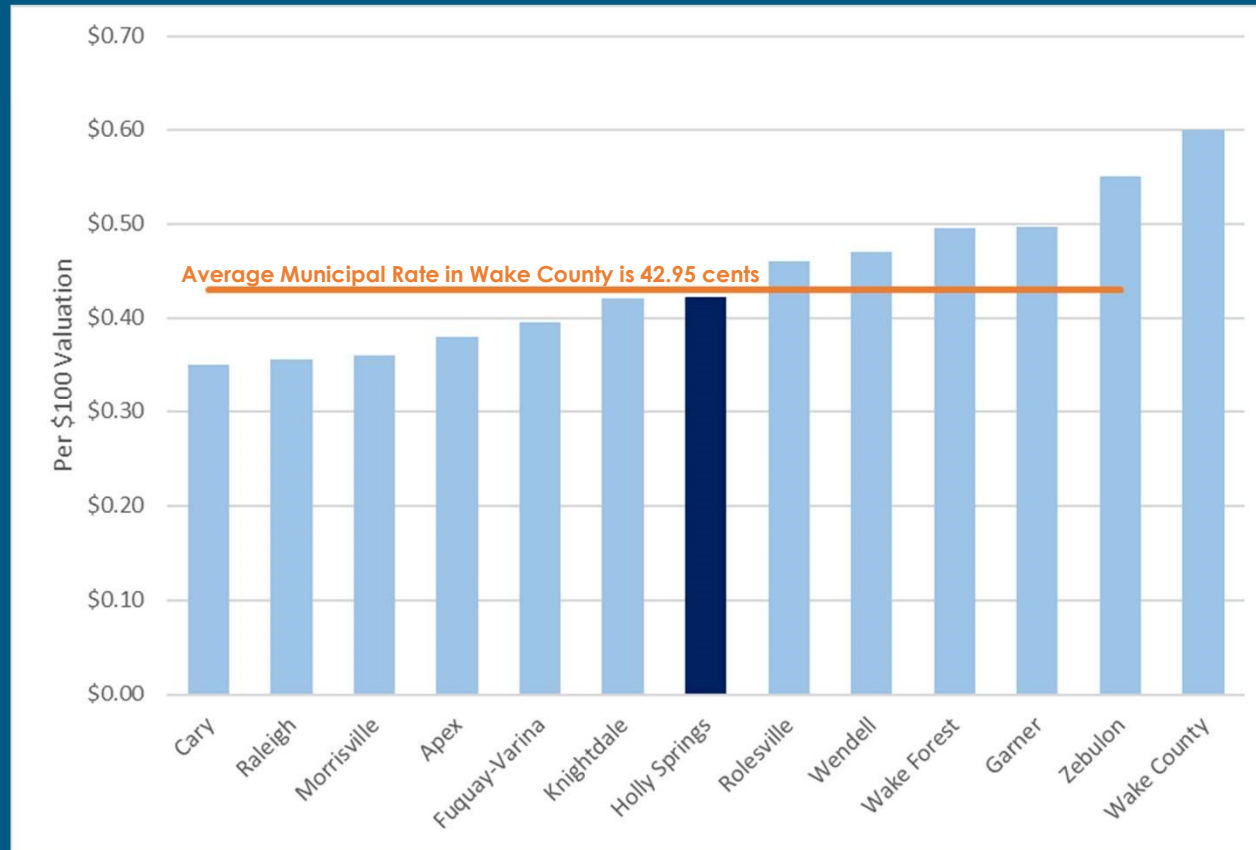
Sales Tax Revenue Projections



Total Property Valuation



Wake County Property Tax Rate Comparisons



Sorted by current property tax rates and Holly Springs recommended rate.



Water and Sewer Rate Adjustments

- Water & sewer access fee increase (\$1.00 total) to cover debt service
 - Water access fee from \$12.50 to \$13.00
 - Sewer access fee from \$12.50 to \$13.00
- Water & sewer volume rate increase of 1.8% to partially cover inflationary impacts to provide service

In-Town Resident (5,000 gal / Month)	Current Rate / Month	Recommended Rate / Month	Difference / Month
Access Fee	\$25.00	\$26.00	\$1.00
Volume Rate	\$47.26	\$48.08	\$0.82
Total Water & Sewer Bill	\$72.26	\$74.08	+\$1.82



Water Value: If you were to buy...

Bottled



5,000 gals (20 pallets) or
\$10,900 / month

OR

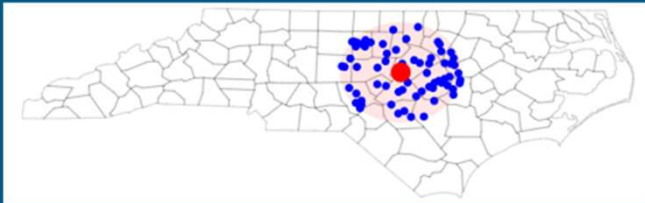
Tap



5,000 gals or
\$74.08 / month

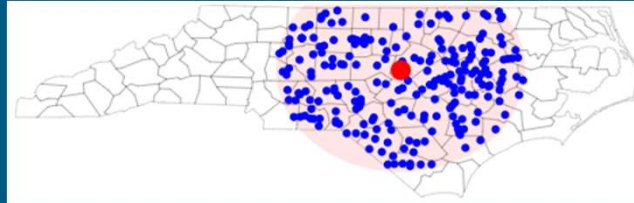


Water/Sewer Rate Comparison



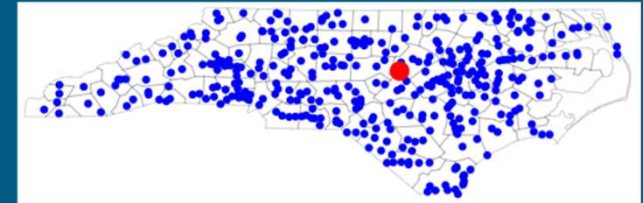
50-Mile Radius

Median Bill: \$80.99



100-Mile Radius

Median Bill: \$80.99



All State Utilities

Median Bill: \$80.00

Typical Holly Springs residential bill is 7-9% lower than other utility customers averages within 50-mile, 100-mile, and statewide.



Other Recommendations



Town of
HOLLY SPRINGS

Public Safety Highlights

- Police Department organizational realignment and fine-tuning of deployment
- Training emphasis
- “Trainee” classification to boost recruitment
- Fire Station 3 site finalization and anticipated design



Study Efforts

- Village District Area Plan (VDAP) Update
- Housing Study
- Employee Pay & Classification Study



Conclusion



Town of
HOLLY SPRINGS

Fee Adjustments for a Typical Residence

Fee Category	FY21 Approved	FY22 Recommended	Difference
Refuse	\$10.17	\$9.98	(\$0.19)
Recycling	\$5.42	\$5.13	(\$0.29)
Yard Waste	\$3.50	\$4.00	\$0.50
Water & Sewer	\$72.26	\$74.08	\$1.82
Stormwater	\$5.20	\$5.20	\$0.00
Monthly Total	\$96.55	\$98.39	\$1.84
Daily Total	\$3.17	\$3.23	\$0.06



Total Taxes and Fees by Example Home Value

Category	\$100,000	\$357,287*	\$450,000
Property Taxes	\$421.60	\$1,506.32	\$1,897.20
Refuse/Recycling/Yard Waste Fees	\$229.32	\$229.32	\$229.32
Water/Sewer Charges	\$888.96	\$888.96	\$888.96
Stormwater Fee	\$62.40	\$62.40	\$62.40
Total (annual)	\$1,602.28	\$2,687.00	\$3,077.88
Total (monthly)	\$133.52	\$223.92	\$256.49
Total (daily)	\$4.39	\$7.36	\$8.43

**Median home value based on Wake County Tax Administration as of January 1, 2020 (most recent data available).*



Key Takeaways

- Strong economic growth
- Investment in 38 new staff positions to service residential and non-residential growth, development related work demand, and other strategic initiatives
- No property tax rate change; reduction to refuse and recycling collection fees
- Enhanced public safety response investments



Thank you!



Town of
HOLLY SPRINGS

Next Steps

Date	Time	Meeting	Location
May 18	7:00 p.m.	Budget Public Hearing	Council Chambers
May 25	6:00 p.m.	Budget Workshop	Law Enforcement Center
June 1	7:00 p.m.	Scheduled Budget Adoption	Council Chambers

For More Information

Visit our website at:

<http://www.hollyspringsnc.gov>

Contact the Town Clerk:

Phone: (919) 557-3900

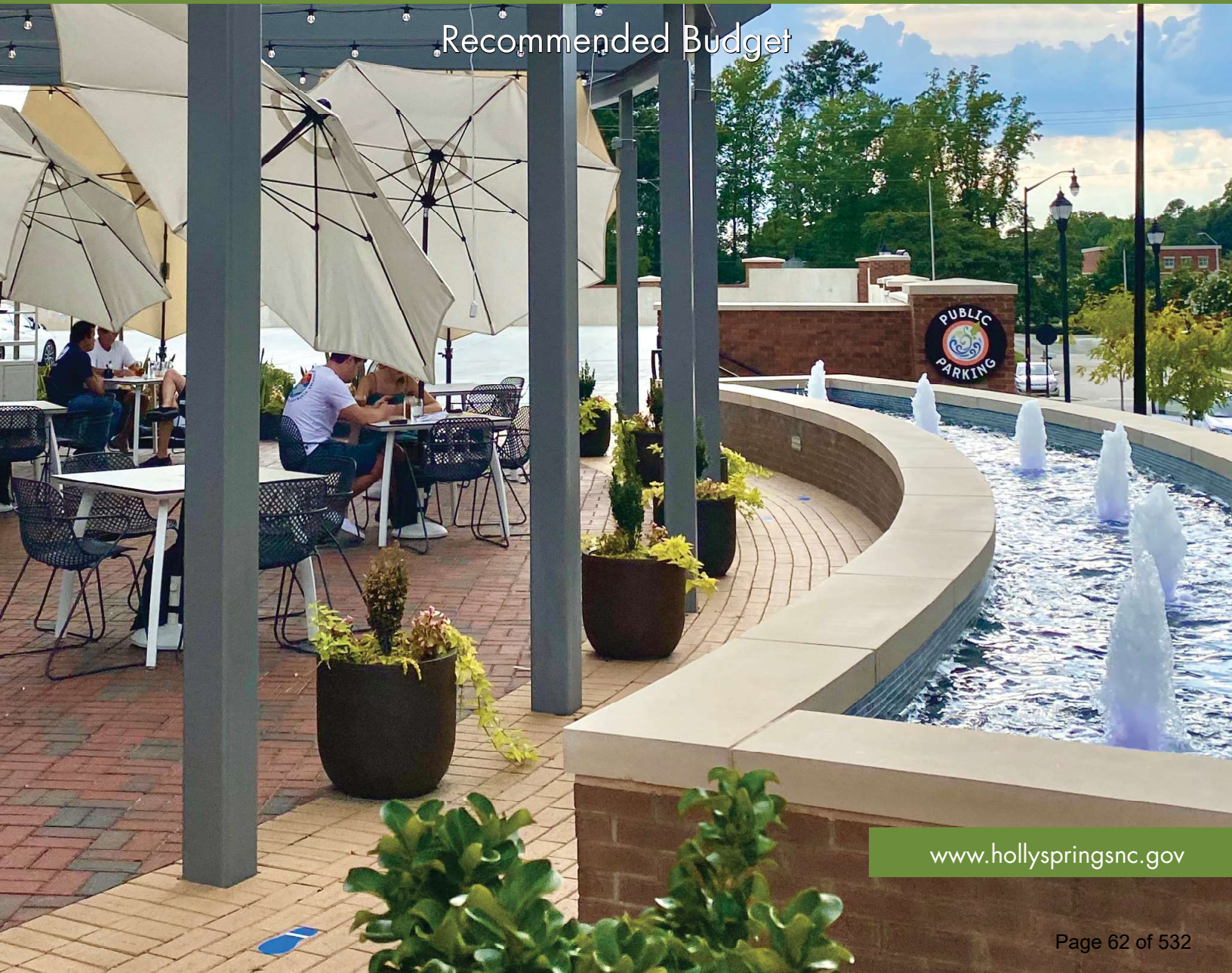




Town of
**HOLLY
SPRINGS**
North Carolina

Fiscal Year 2021-2022 Annual Operating Budget and Community Investment Plan

Recommended Budget



www.hollyspringsnc.gov



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www.hollyspringsnc.gov

Fiscal Year 2021-2022 Annual Operating Budget and Community Investment Plan

Recommended Budget



Randy J. Harrington
Town Manager

Antwan Morrison
Finance Director



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Annual Operating Budget and Community Investment Plan Fiscal Year 2021-2022

Town of Holly Springs, North Carolina

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Distinguished Budget Presentation Award



GOVERNMENT FINANCE OFFICERS ASSOCIATION

Distinguished Budget Presentation Award

PRESENTED TO

**Town of Holly Springs
North Carolina**

For the Fiscal Year Beginning

July 1, 2020

Christopher P. Morrill

Executive Director

Government Finance Officers Association of the United States and Canada (GFOA) presented a Distinguished Budget Presentation Award to **Town of Holly Springs, North Carolina**, for its Annual Budget for the fiscal year beginning **July 1, 2020**. In order to receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, as a financial plan, as an operations guide, and as a communications device.

This award is valid for a period of one year only. We believe our current budget continues to conform to program requirements, and we are submitting it to GFOA to determine its eligibility for another award.



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Town of
**HOLLY
SPRINGS**
North Carolina

Introduction



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Town Council



Shaun McGrath

Current Term: 12/2019 to 12/2023

Peter Villadsen

Current Term: 12/2017 to 12/2021

Daniel H. Berry

Mayor Pro Tem

Current Term: 12/2017 to 12/2021

Christine Kelly

Current Term: 12/2017 to 12/2021

Richard G. "Dick" Sears

Mayor

Current Term: 12/2017 to 12/2021

Aaron Wolff

Current Term: 12/2019 to 12/2023

The Town Council is a legislative body and as such adopts Holly Springs' annual operating budget, which by law is always balanced and which includes a tax rate levied against real property, water rates, and impact fees; expenditures on municipal projects and programs, including such capital projects as streets and drainage improvements and buildings and facilities construction; and funds for departmental operations, such as police and fire protection, planning, and development. The Town Council is the final authority in adopting laws and rules that govern the Town of Holly Springs and provides for the safety and welfare of its citizens and visitors.



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History of Holly Springs

As the name suggests, the town of Holly Springs originated at a site where fresh waters trickled near age-old holly trees. In colonial times, a small cluster of homes and businesses formed around the original “holly springs” in an area that once was a Tuscarora Indian hunting ground.

A couple miles north at the intersection of two roads, one that went from Hillsborough to Smithfield and the other from Raleigh to the Cape Fear River and then on to Fayetteville, what is now downtown Holly Springs began to form.

It was at this crossroads that Scottish settler Archibald Leslie opened a tailoring business and store and began construction on a 180-acre estate that also contained freshwater springs. Today, all that remains is the main house, listed on the National Register of Historic Places as the Leslie-Alford-Mims House. The springs that supplied the home with water are accessible to the public by a short, winding dirt trail that winds through the woods and past a family cemetery. The house is a commanding landmark in the heart of downtown Holly Springs, having weathered nearly two centuries and a two-week occupation by Union troops during the Civil War.

About two blocks away downtown is the Masonic Lodge, constructed in 1854 and used as a school for girls in 1856. The structure is the oldest lodge and school building remaining in Wake County



Norris-Holland-Hare House

and still is used today for meetings and community events.

Another structure that survived the Civil War and remains standing today is the Norris-Holland-Hare house off Avent Ferry Road. The original portion was built by Needham Norris, the son of Revolutionary War veteran John Norris Jr., for whom the Daughters of the American Revolution erected a memorial stone on the west side of Avent Ferry Road, not far from where he is reported to be buried. The house built by Needham Norris remains on the opposite side of the road. For two weeks in April 1865, an encampment of

Union soldiers encircled the home. The family lived upstairs while Union soldiers occupied the first floor as a field hospital.

Following the Civil War, about 50 freed men pooled their money to buy land for a church where First Baptist Church stands today on Grigsby Avenue. The African-American men and women who helped build the town before the Civil War kept the town alive after emancipation.

In 1875, George Benton Alford moved his mercantile business to Holly Springs where he built a general mercantile, now one of the oldest commercial structures in Wake County, which now houses Dewar's Antiques. Alford led a successful effort to petition the North Carolina General Assembly to incorporate the Town of Holly Springs in 1877. After its establishment, the Holly Springs town boundary remained a solid, one-mile square for 110 years.

While the town's economy boomed during the early 1900s, World War I drew men to war and families to bigger cities for improved employment opportunities. In 1924, the Bank of Holly Springs failed, the



Alford-Mims House and the General Store.

continued next page

History of Holly Springs



Dessie Mae Womble (far left) first African American female police chief in North Carolina.



Main Street

first bank in the state to go belly up before the great Depression of 1929. The town lay fallow through World War II. In the latter half of the 20th century, however, progress returned to Holly Springs.

In the 1960s, the town installed streetlights and constructed a public water system. During the 1970s, Bernice Lassiter and James Norris were elected as the town's first African American commissioners. Norris became the first African American mayor of Holly Springs when he resigned as commissioner in 1980 to fill the vacated mayoral seat. Dessie Mae Womble became the first African American female police chief in North Carolina when she was hired in Holly Springs in the early 1980s.

The town was a community of a few hundred residents when Parrish "Ham" Womble became a Holly Springs Town

Board member 1981. He served nearly three decades and is remembered for advocating purchase of a 46-acre tract of land that appeared slated for development. Womble wanted the town to use the land for a park instead. That land is now Parrish Womble Park in the heart of Holly Springs and is adjacent to the W.E. Hunt Recreation Center, named after William Earl Hunt, 14-year principal of Wake Optional School.

The segregated school with four classrooms, coal-burning heaters but no running water was replaced with a brick building that was renovated into the facility that now serves as a popular community destination.

In 1985, a sewer plant was completed, attracting Warp Technologies, a textile company, to town. The town used the boost in tax base to expand utilities, in

turn attracting further development, including the Sunset Ridge golf course community. Thus began another era of growth and prosperity that remains strong today. With a local and regional focus on attracting biotech companies, the Town of Holly Springs was chosen for the nation's first flu cell culture manufacturing facility in 2006. This facility opened for business in November 2009 with 350 employees. The facility, now Seqirus, is the second largest flu vaccine manufacturer in the world. In 2021, FUJIFILM Diosynth Biotechnologies announced a \$2 billion investment in Holly Springs, continuing the Town's reputation as a life sciences hub.

From the past to the present, from the small-town atmosphere where people still know each other by name to the frequent, unique family-oriented activities, Holly Springs is a town that is continuing to grow not just in population and industry but also in heart.



Town Hall

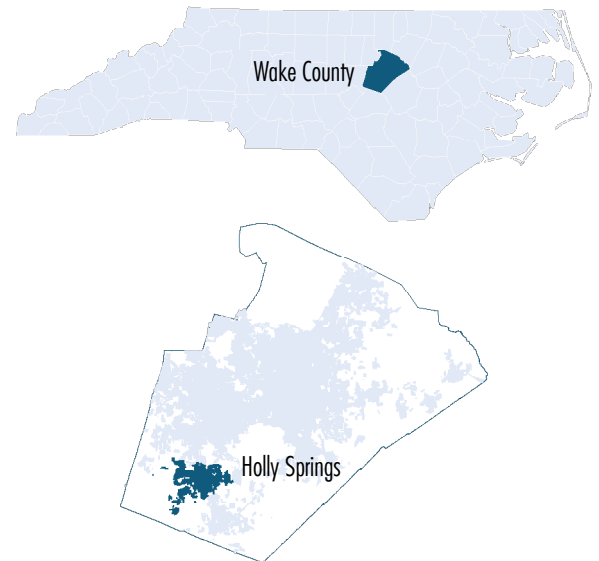


Parrish Womble

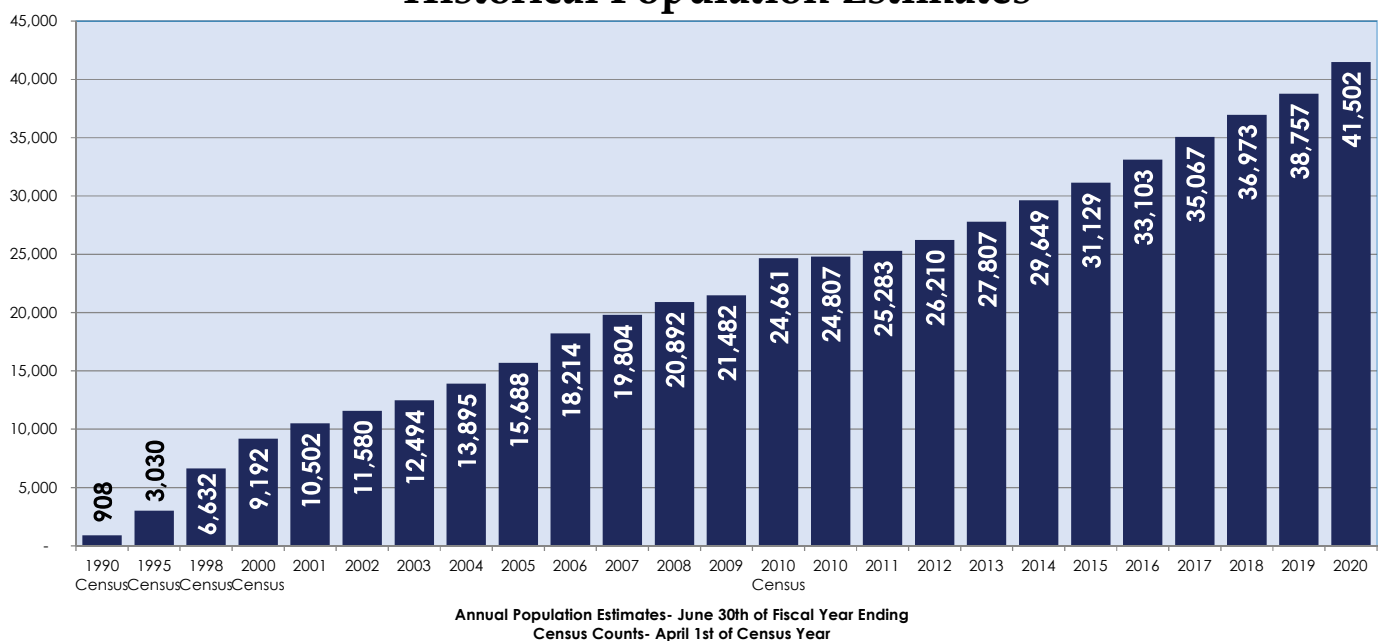
Community Profile

**Holly Springs is the 5th largest town in Wake County
and the 29th largest town in N.C.**

Population: 41,502
 Land Area: 18.65 sq. miles
 Civilian Labor Force: 97.5%
 Unemployment Rate: 2.5%
 Male: 48.7%
 Female: 51.3%
 Median Age: 34.4
 Education: 57.5% have earned
 Bachelor's degree or higher
 Median Home Price: \$357,287
 Home Ownership Rate: 83.9%



Town of Holly Springs Historical Population Estimates



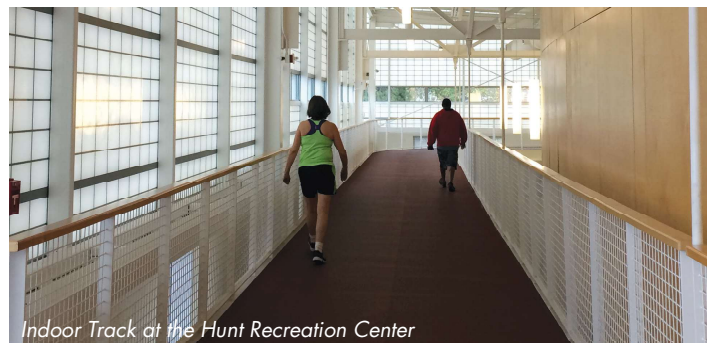
Community Profile



GOVERNMENT

The Town of Holly Springs has a Council-Manager form of government with a Mayor and five-member Town Council. Elections for the office of Council are held at two-year intervals in November of odd-numbered years. Elections are non-partisan and all members of Council are elected for four-year terms. The Mayor is elected for a four-year term at the same time elections

for Town Council are held. The Town Council sets Town policies, enacts ordinances and appoints the Town Manager. The Town Manager administers the daily operations and programs of the municipal government through the department directors, other staff members and employees.



QUALITY OF LIFE

During the past 20 years, Holly Springs has transformed itself into one of the most attractive communities in the Research Triangle Region. While home to small businesses and multi-national firms, Holly Springs remains a family-centered community.

Holly Springs is a great place to live and work. No matter your age or favorite hobby, opportunities to enjoy life are abundant in and around town.

Our Parks and Recreation Department offers a diversity of parks, a recreation center, a cultural arts center, a lake and retreat center, greenways, and picnic shelters. Programming includes art, drama, music, athletics, nature and outdoor education, cooking, after-school and track-out care, fitness and wellness,

dance, special interest, and specialized recreation as well as summer camps and senior programs.

The character of Holly Springs truly can be sensed at local events. Some popular annual events include the downtown Farmers Market, Spring Fling, Turtle Fest, Hollyfest (an annual Town festival), National Night Out, Bass Lake Day, Community Arts Festival and Christmas Parade along Main Street.

Whether it is the Town's balance of commercial and residential development, its reasonable land prices coupled with its proximity to urban centers, or its small-town charm, new residents and businesses continue to be attracted to Holly Springs.



Community Profile

ACCOLADES:

#1 Safest City in North Carolina

(HomeSnacks.net – 2020)

#1 Best Cities for Jobs in North Carolina

(Zippia.com – 2019)

#5 Best Place in NC to Raise a Family

(Wallethub.com – 2019)

#1 Favorite Farmers Market in NC, Eight Years in a Row

(American Farmland Trust Farmers Market Celebration Contest – 2019)

#1 Safest City in North Carolina

(safewise.com – 2019)

#4 Best Place to Live in North Carolina

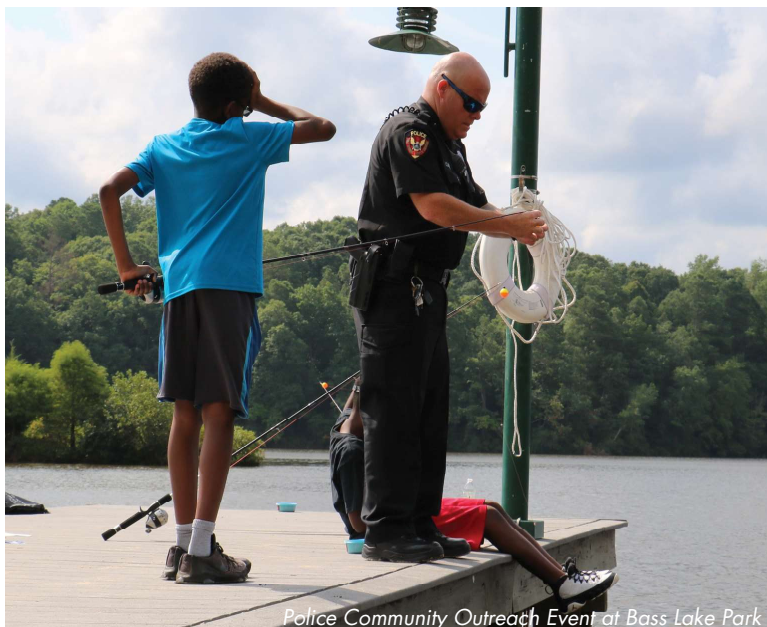
(HomeSnacks.net – 2019)

#7 Best Small Cities in America

(WalletHub—November 2016)

#1 Safest Town in NC and 51st Safest in US

(Neighborhood Scout—February 2016)



Police Community Outreach Event at Bass Lake Park



HollyFest



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Boards and Committees



Advisory committees and boards offer citizens a chance to be involved in the Town's decision-making processes, by directly advising the Town Council.

Board of Adjustment

The Board of Adjustment conducts public hearings and renders rulings on variances from the Town's zoning regulations, appeals to zoning decisions made by the Department of Development Services staff, and appeals of determinations made by the Environmental Appeal Committee.

Planning Board

The Planning Board reviews and makes recommendations to the Town Council on all proposals for rezoning, various development-related requests, and amendments and additions to the Town's zoning regulations and comprehensive plan. The Planning Board has no judicial or final decision authority but provides guidance to the Town Council on those requests.

Technical Review Committee

The Technical Review Committee (TRC) is comprised of the town manager; assistant town manager; directors of Development Services, Utilities & Infrastructure, and Parks and Recreation; and representatives from the Town Council and Planning Board. The TRC is responsible for the review and approval or denial of non-gateway, non-residential projects.

Parks & Recreation Advisory Committee

The Parks and Recreation Advisory Committee advises the Town Council and the Parks and Recreation Department. It serves as a liaison between the Town and the citizens of Holly Springs and the surrounding area.

Tree Advisory Committee

The Tree Advisory Committee provides assistance with planning an annual Arbor Day event, guidance about how Holly Springs can maintain good standing with Tree City USA standards, and provides recommendations on methodology for expenditure of funds for the Street Tree Replacement Program as well as recommendations on methodology and criteria for the removal of diseased street trees or perimeter yard landscapes.



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Town Administration

Town Administration

Randy J. Harrington
Town Manager

Daniel Weeks
Assistant Town Manager

J. Scott Chase
Assistant Town Manager

John Schifano
Town Attorney

Linda McKinney
Town Clerk

Department Directors

Cassie Hack
Communications & Marketing

J. Scott Chase (Interim)
Development Services

Irena Krstanovic
Economic Development

Antwan Morrison
Finance

LeRoy Smith
Fire

Erika Phillips
Human Resources

Jeff Wilson
Information Technology

LeeAnn Plumer
Parks & Recreation

Paul Liquorie
Police

Kendra Parrish (Interim)
Public Works

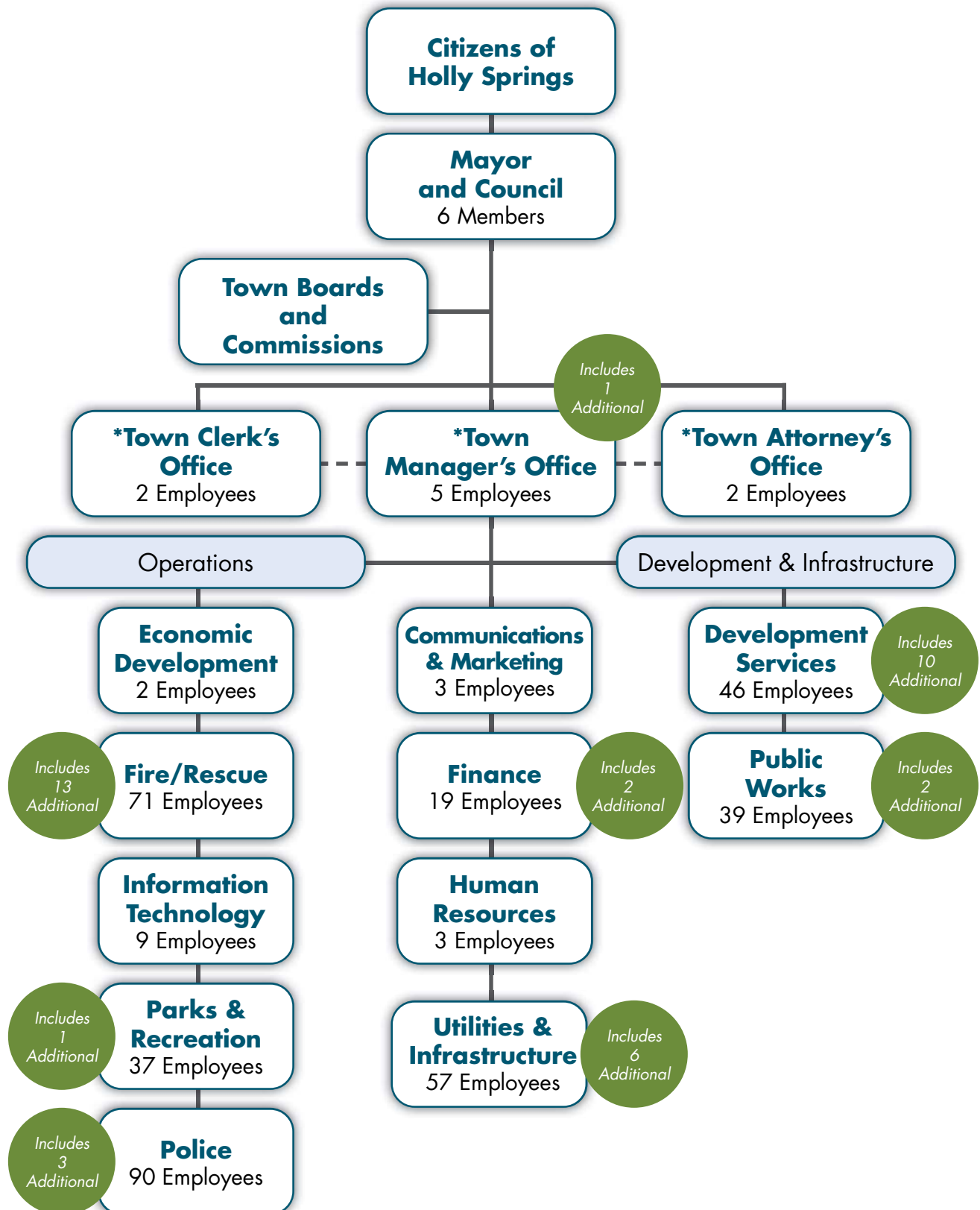
Kendra Parrish
Utilities & Infrastructure



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Organization Chart

Full-Time Positions



*The Town Manager, Town Clerk, and Town Attorney are appointed by Town Council.



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Budget Process

Overview

The Town's budgets are adopted as required by the North Carolina General Statutes. The Town adopts a balanced budget, which is defined as when planned expenditures equal anticipated revenues. An annual budget is adopted for the General Fund and the Enterprise Funds. Project ordinances are adopted for Capital Project funds and proprietary capital improvements. All budgets are prepared using the modified accrual basis of accounting.

Budgetary control is executed at the department level or by project. The Town Manager is authorized by the budget ordinance to transfer appropriations between functional areas within a fund without limitation and may transfer appropriations up to \$50,000 between financial areas within a fund with an official reporting to Council. During the year, several amendments to the original budget are necessary, the effects of which are not material.

Budget Development Procedures

All departments receive their operating budget materials and instructions in January. Department Directors are responsible for estimating departmental expenditures. The Finance Director will make the determination of the revenue projections. The budget reflects the service priorities of the Council and the Citizens of the Town of Holly Springs. The service needs of the community are determined by public hearings and feedback through the Mayor and the Town Council. After final service priorities have been established and agreed upon, a balanced funding plan is formulated. Through careful assessment of funding requirements and financing methods, a recommended budget document is organized into final format and submitted to Council for their consideration and adoption.

The Council reviews the recommended budget with the Town Manager and staff during the Town's work sessions. A copy of the recommended budget is also filed with the Town Clerk for public review as well as on the Town's website. A public hearing is scheduled prior to the formal adoption of the budget. Adoption of the budget by the Town Council establishes the legal authority to incur expenditures in the ensuing fiscal year. All annual appropriations lapse at fiscal year-end.

Budget Calendar

A budget calendar is included in the North Carolina General Statutes which prescribes the last day on which certain steps of that budget procedure are to be performed. The following schedule lists the tasks to be performed and the date by which each is required to be completed.

Milestone	Date
CIP Requests due to Finance	December 4, 2020
Department CIP Meetings with Town Manager	December 14-18, 2020
Operating Budget Kickoff	January 5, 2021
Base Budget Review with Departments	January 25-29, 2021
Fee Schedule Changes Submitted to Finance	January 29, 2021
Departments Submit New Requests and Revenue Projections	February 12, 2021
Department Budget Meetings with Town Manager	March 1-12, 2021
Town Manager's Recommended Budget Presentation	May 11, 2021
Budget Public Hearing	May 18, 2021
Budget Workshop	May 25, 2021
Adoption of Budget	June 1, 2021

Budget Process



Basis of Budgeting

The accounts of the Town of Holly Springs are organized on the basis of funds and account groups. A fund is an independent fiscal and accounting entity, with a self-balancing set of accounts comprised of assets, liabilities, fund equity, revenues and expenditures or expenses as appropriate. Fund accounting segregates funds according to their intended purpose and is used to aid management in demonstrating compliance with finance-related legal and contractual provisions. The minimum number of funds is maintained consistent with legal and managerial requirements. The account groups are not funds but are a reporting device used to account for certain assets and liabilities of the governmental funds that are not recorded directly in those funds.

Basis of Accounting

Basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and reported in the financial statements. Specifically, it relates to the timing of the measurements made, regardless of the measurement focus applied. In accordance with North Carolina General Statutes, all funds of the Town are maintained during the year using the modified accrual basis of accounting. The governmental fund types are presented in the financial statements using the same basis of accounting.

Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Town considers revenues to be available if they are collected within 90 days of the end of the current fiscal year. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Budget Transfers & Amendments

Full implementation of the budget begins immediately on July 1. Pursuant to General Statute 159-15, the budget may be amended by submission of proposed changes to the Town Council. Budgetary control is executed at the department level or by project. The Town Manager is authorized to transfer funds from one department to another within the same fund in an amount not to exceed \$50,000. Any revisions to transfer budgeted amounts over \$50,000 or that alter the total expenditures of any fund must be approved by the Town Council before being recorded. Budget amendments and transfers must adhere to balanced budget requirements.

The Town adheres to the following procedures for amending the budget during the year:

1. A transfer of funds between operational account lines of the same department can be approved by the Department Director. The department completes a budget amendment form and submits to Finance for processing.
2. The Town Manager has the authority to approve budget amendments up to \$50,000 between departments of the same fund that does not modify the overall fund's budget. The responsible department will complete the budget amendment form, acquire the Town Manager's signature, and submit the document to Finance for processing.
3. Any Town Manager approved budget amendments will be reported to Town Council the following month. All budget amendments between departments over \$50,000, between funds, or that increase or decrease the total budget of any fund must be approved by Town Council in advance.

Encumbrances

As required by North Carolina General Statutes, the Town maintains encumbrance accounts, which are considered "budgetary accounts" under which purchase orders, contracts and other commitments for expenditures of funds are recorded in order to reserve that portion of applicable appropriation. Encumbrances outstanding at year-end represent the estimated amounts for the expenditures ultimately to result in unperformed contracts in process at year-end to be completed. Encumbrances outstanding at year end do not constitute expenditures or liabilities.

Basis of Budgetary Accounting

Budgetary accounting is used for management control of all funds of the Town.

Governmental Funds

These funds are used to account for governmental functions. Governmental funds include the following fund types:

General Fund

The General Fund is the general operating fund of the Town. It is used to account for expenditures and all financial resources for services to the public, except for those required to be accounted for in another fund. The primary revenue sources are ad valorem taxes, state grants and various other taxes and licenses. The primary expenditures are for public safety, streets maintenance and construction, sanitation services and general governmental functions.

Special Revenue Funds

The Special Revenue Funds are used to account for resources that are legally restricted to expenditures for specified purposes. Restrictions on resources may be federal, state, or local. A special revenue fund is established when required by legal mandate or sound financial management practices. These are nonmajor funds of the Town.

Capital Project Funds

The Capital Project Funds are used to account for financial resources to be used for the acquisition or construction of major facilities (other than those financed by proprietary funds). These funds are used for the tracking of large non-recurring capital projects, which are outside of the General Fund. Included in this classification are the Town's Capital Reserve Funds. The Capital Reserve Funds are used to set aside money to pay for large expenditure items and functions. These are non-major funds of the Town.

Proprietary Funds

These are used to account for business-type activities.

Enterprise Funds

The Enterprise Funds account for those operations (a) that are financed and operated in a manner similar to private business enterprises where the intent of the governing body is that costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that the periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability or other purposes. The Town has two Enterprise Funds: Utility and Stormwater.



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Town of
**HOLLY
SPRINGS**
North Carolina

Budget Message



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Fiscal Year 2021-22 Manager's Budget Message

May 11, 2021

To the Honorable Mayor and Town Council Members:

On behalf of the entire organization, it is my pleasure to recommend to you the Fiscal Year (FY) 2021-22 Operating Budget and Community Investment Plan (CIP).

The recommended budget totals \$73,600,974 a 5.8% increase from the adopted FY 2020-21 budget. Of this, the General Fund represents \$41,991,477 a 5.4% increase from the prior year. Budget growth reflects strong economic vitality and updated budget projections due to less severe COVID-19 economic impact to Town revenues than was originally anticipated. The recommended property tax rate remains unchanged at 42.16 cents per \$100 valuation. Thirty-eight (38) new positions are recommended, the majority of which are to service population growth and other development related work demand, with the balance to enhance public safety, organizational efficiencies and other strategic initiatives.

Key Budget Drivers

Strategic Plan – The budget was developed using your five strategic priorities as the foundation for creating positive community impact and value to tax and rate payers. Updates to the Strategic Plan include new economic development initiatives related to the Downtown Village District, expanding community engagement, increasing focus on sustainability and resiliency, and enhancing focus on public safety to maintain our status as one of the safest communities in North Carolina.

Population Growth – The Town's population growth has averaged 6% annually over the past 5 years, which has been fueled by quality housing options, strong schools, parks and recreation amenities, low crime, job opportunities, and an overall high quality of life. The 2021 population is projected at 42,209 with the Town likely to exceed 50,000 in population by 2024. This growth requires investments in personnel, equipment, and infrastructure to provide quality services and prepare for future growth.

Economic Development – The Mayor & Council's aggressive and visionary economic development recruitment efforts resulted in the historic location announcement of the state's largest ever life-sciences company – FUJIFILM Diosynth Biotechnologies – to Holly Springs. The Town continues aggressive recruitment of life science companies and other innovative industries to enhance job opportunities in our community and expand the tax base. Residential development continues at a near record pace. 2020 was the second highest year ever for new residential building permits (817) and March 2021 set an all-time monthly record for building permits at 111.

Implementation of the Community Investment Plan (CIP) – Over the past two years Council has approved a robust capital investment program to address transportation, parks and recreation, water and sewer, and other Town facility infrastructure needs. These projects have stretched staff thin, and staff investments are necessary to ensure projects continue to move forward under reasonable timeframes.

Addition of Second Fire Ladder Truck – Last year Council approved the purchase of a new "tiller" fire ladder truck to enhance fire and rescue capabilities and maintain the Town's ISO Level 1 status. The new truck is on order and will require 12 new staff members to operate on a 24/7 shift basis.

Budget Message

Fiscal Year 2021-2022



Investments in a Leading Community - Highlights



Economic Prosperity & Diversity

- **Village District Area Plan (VDAP) Update (\$100,000)** – Following completion of the Unified Development Ordinance (UDO) update, this study will help guide future development in the Village District Area.



Engaged, Healthy & Active Community

- **New Position** – One (1) new Reservation Specialist (Parks & Recreation) is recommended to enhance the program/facility reservation experience for patrons.
- **Sugg Farm and Bass Lake Operations & Maintenance (\$91,545)** – Increased operating and maintenance support for new dog park and restroom facility along with other part-time staffing needs to service park demand and usage.
- **Cass Holt Road Park Phase I Construction (\$2,466,075)** – The Town's new park land west of NC55 is envisioned to have a multiple phase buildout. Funding would begin Phase I elements based on forthcoming master plan recommendations.
- **Arbor Creek/Middle Creek Greenway (\$3,720,000)** – Construction of the greenway is anticipated to begin in late 2021. An additional \$600,000 is included in the budget to add a spur connection to the Sunset Ridge North neighborhood.
- **Utle Creek Greenway Phase II Holly Glen Connection (\$2,350,000)** – The budget includes construction funding to advance the Utle Creek Greenway from the Morgan Park area to Holly Glen.
- **W.E. Hunt Recreation Center Patron Investments (\$120,500)** – The recommended budget includes funding to complete renovation to the Hunt Center Community Room and begin design for front lobby area improvements and reconfiguration.
- **Sugg Farm Park Road Repaving (\$130,000)** – This project will repair broken and uneven pavement to the entrance road at Sugg Farm Park.



Organizational Excellence

- **New Positions** – Seven (7) new positions are included in the budget to ensure adequate business support to operating departments and safe operation of key town utility assets.
 - Fleet Services Shop Foreman (Public Works)
 - Facilities Maintenance Mechanic (Public Works)
 - Customer Service / Operations Manager (Finance)
 - Purchasing Buyer (Finance)
 - Industrial Maintenance Supervisor (Utilities & Infrastructure)
 - Wastewater Treatment Plant Operator (Utilities & Infrastructure)
 - Wastewater Treatment Plant Electrical & Instrumentation Technician (Utilities & Infrastructure)
- **Technology (\$321,000)** – A variety of technology investments are recommended for system maintenance, audio/visual upgrades, software, and cyber security.
- **Vehicle & Equipment Replacement (\$1,931,500)** – Replacement of 22 public service vehicles and equipment due to old age.
- **Operations Campus** – Full design for a new operations campus is anticipated during FY 2022 with debt issuance for construction anticipated in FY 2023.

Budget Message

Fiscal Year 2021-2022

- **Investment in Employees** – The recommended budget includes a competitive pay and benefits plan that builds on the Town's reputation as an employer of choice.
 - **Pay Adjustments** – Full implementation of a merit-based pay program with employee adjustments between 0%-6%, based on performance. Total Town budget impact is \$671,411. I also recommend a 1.7% pay adjustment for Mayor and Council, consistent with prior practice to adjust per the Consumer Price Index.
 - **Pay & Classification Study** – This budget recommends a comprehensive study (\$75,000) of the Town's personnel classification system and market competitiveness to peer towns and regional competitors to ensure we recruit, retain, and develop the best employee team in North Carolina.
 - **Police & Fire Recruitment** – Recruitment of police and fire candidates while in basic training has been difficult. To counter this and enhance our ability to attract a diverse pool of candidates, I recommend adding a new "Trainee" pay classification for police and fire recruits who would be paid a partial salary during their training on the condition that they pass training and matriculate to sworn police and fire positions at the Town of Holly Springs.
 - **Health Insurance** – Positive performance of the Town's medical health plan results in no premium cost increases to the Town or employees.



Responsible & Balanced Growth

- **New Positions** – Fourteen (14) positions are recommended due to new strategic plan initiatives and increased workloads associated with the Community Investment Plan (CIP), economic development, and new development associated workload.
 - Sustainability Coordinator (Administration)
 - Building Code Inspectors (3, Development Services)
 - Development Plan Reviewer (2, Development Services)
 - Planner II (Development Services)
 - Senior Engineer (Utilities & Infrastructure)
 - Project Manager (Utilities & Infrastructure)
 - Development Business Coordinator (Utilities & Infrastructure)
 - Development Inspector (2, Utilities & Infrastructure)
 - Utility Plan Reviewer (Utilities & Infrastructure)
 - Utilities Locator (Utilities & Infrastructure)
- **Housing Study (\$125,000)** – The study will analyze local housing data, identify gaps in housing types and availabilities, and provide policy recommendations to influence housing affordability.
- **Intelligent Transportation System (ITS) (\$250,000)** – The budget includes funding to begin ITS Phase II camera installation to help better manage congestion.
- **Water & Sewer Capacity Investments** – A new 12 Oaks sewer pump station is recommended along with Holly Springs Rd. Phase II water force main capacity improvements (supported by \$5 million of American Rescue Plan Act funding).



Safe & Friendly

- **New positions** – Sixteen (16) positions are recommended to staff a new fire ladder truck and support organizational realignment efforts within the Police Department.
 - Fire captains, lieutenants, engineers, firefighters, and fire inspector (13, Fire)
 - Police lieutenant and traffic officers (3, Police)
- **Body Worn Cameras (\$111,360)** – First full year implementation costs to implement body worn cameras and replace in-car cameras in the Police Department.
- **Fire Station #3** – Full design for a replacement station in the Carolina Springs area is anticipated during FY 2022 with debt issuance for construction anticipated in FY 2023.

Budget Message

Fiscal Year 2021-2022



Sustainable Revenues to Deliver Quality Public Services

Property Tax and Sales Tax – Property and sales taxes account for 67.7% of General Fund revenues and form the core funding sources needed to provide basic municipal services. The valuation of all real and personal property increases to \$6.6 billion, an 8.2% increase over the prior year. Sales tax growth is projected at 24.3% over the previous year's budget and reflects increased understanding and confidence in the economic outlook following conservative projections a year ago that suggested high risk for significant declines in sales tax which did not occur.

Recommended Property Tax Rate and Allocation (cents per \$100 valuation)			
Fund	FY2021	FY2022 (rec)	Difference
General Fund Operating	29.93¢	29.93¢	0¢
General Debt Service	12.23¢	12.23¢	0¢
TOTAL	42.16	42.16	0¢

Solid Waste Fees – The Town is entering year 4 of a 5-year refuse and recycling contract with GFL Environmental. Collaboration with GFL to optimize collection routes will result in a 3.1% *decrease* in solid waste and refuse collection costs to residents for a combined fee of \$15.11, down from \$15.59. The residential yard waste collection fee is proposed to increase from \$3.50 per month to \$4.00 to fund new yard waste collection equipment.

Water and Sewer Fees – The budget recommends water and sewer access fees to increase by 50-cents each per month (\$1.00 combined to cover debt service in the Utility Fund) plus a 1.8% volume use increase to help offset inflationary costs to provide service. The Town's rates remain very competitive and the typical residential homeowner's monthly total bill is projected to remain below the State average according to UNC School of Government data. For the typical homeowner, the rate increase equates to \$1.82 per month for a total projected, monthly water/sewer bill of \$74.08.

Stormwater Fees – Following the recent rate adjustments enacted January 1, 2021, I propose keeping the new rates flat in FY 2021-22.

Looking to the Future

Below outlines potential, key opportunities that could impact future budget and policy decisions.

- 1. Allocation of Remaining Transportation Bond Funds** – By the next annual retreat, I suggest Council decide on prioritization of large-scale transportation investments planned for the next 2-5 years using the remaining Transportation Bonds in conjunction with Transportation Reserve funding sources.
- 2. Water and Sewer Rate Study** – A water and sewer rate study is planned to start summer of 2021. The study will analyze the Town's customer base, usage patterns, and recommend potential changes to the Town's water and sewer rates and charges structure. Industry best practices will also be reviewed along with funding methods to ensure daily operations and maintenance is adequately funded along with planning for long-term capital investments. I recommend deferring a decision on System Development Fee changes until the rate study is complete and both sets of data can be used by Council to make a fully informed decision on how best to fund the Town's utility system.
- 3. Water and Sewer Capacity Investments** – The Town's current water allocation is 12.2 million gallons per day (MGD) and sewer capacity is 6 MGD. Staff has begun analyzing a potential partnership with the City of Sanford and Town of Fuquay-Varina to increase the Town's water allocation by an additional 4 MGD. Planning efforts are also underway to increase the Town's wastewater treatment capacity by 2 MGD. Both investments will require a combination of Federal/State grants and revenue bonds in the multiple tens of millions of dollars.
- 4. Yard Waste Collection Model** – The Town's current yard waste collection model is not sustainable. The Town provides "Lexus" level yard waste service on a "Toyota" budget. The current service model also creates excessive and accelerated wear on equipment, clogging of the Town's storm drains, and potential safety hazards on neighborhood streets. I recommend that Council undertake a full review of the program during FY 2021-22.

Budget Message

Fiscal Year 2021-2022

5. **311 Customer Care Center** – I have formed a committee led by department directors LeeAnn Plumer and Jeff Wilson to help develop a recommended 311 Customer Care Center model. The new Center will enhance and simplify the customer experience for requesting Town services. Council's input will be very important in this development effort as staff shapes potential services models for Council's consideration and funding.
6. **American Recovery Plan (ARP) Act** – The Town anticipates receiving \$11.07 million in ARP funds. \$5.5 million will be received by June 2021 with the remaining funding received by June 2022. Funds must be spent by December 2024. The recommended budget includes using \$5 million in FY 2021-22 for two critical water and sewer projects. Use of the funds is restricted, and I look forward to gaining additional Council guidance on the allocation of remaining funds.

Conclusion

I believe this budget recommendation addresses Council's top strategic priorities, invests in personnel to execute your Strategic Plan, and responds to growing community service demand. The budget also reflects a stable property tax rate and modest revenue adjustments required to deliver Town services. Thank you for your engagement and direction in the development of this budget recommendation.

Our team of employees take great pride serving our community, and it is an honor to serve alongside them. Deep appreciation goes to all staff who helped develop the budget, especially Finance leadership and budget staff who are committed to the highest ideals of public finance and budgeting.

I look forward to discussing the recommended budget further to ensure it meets the expectations and priorities of the governing body and the community.

Respectfully submitted,



Randy J. Harrington
Town Manager



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Town of
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North Carolina

Strategic Plan



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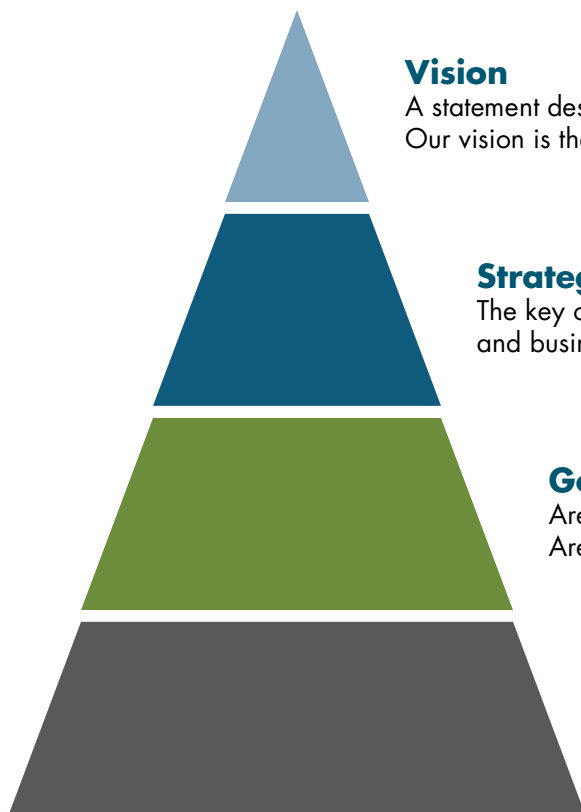
The Mayor and Town Council annually adopt a Strategic Plan for the Town of Holly Springs. The Strategic Plan establishes a vision and five key Strategic Priority Areas that reflect the chief components of the Town's small town charm but with an eye for future responsible growth.

What is a Strategic Plan?

A Strategic Plan is a document that guides the Town as it grows and responds to the evolving needs of residents. This plan provides a blueprint for maintaining and improving the qualities that make Holly Springs a great place to live, work, and play.

What are the components of a Strategic Plan?

There are many different ways to organize a Strategic Plan, and Holly Springs takes best practices from the UNC School of Government and our peer towns and cities to build a plan that reflects the values and needs of our residents, businesses, and staff. Our Strategic Plan is comprised of both long and short-term factors meant to influence, prioritize, and drive how decisions are made.



Vision

A statement describing what the Town aspires to represent and become. Our vision is the guiding principle for the entire Strategic Plan.

Strategic Priority Areas

The key components that impact the residents and businesses in Holly Springs.

Goals

Are long-term aspirational statements. Each Strategic Priority Area has three to five goals that are necessary for success.

Initiatives

Are medium to short-term actions and strategies to accomplish a goal. Each goal has one to five initiatives in progress.

Budget Summary

Strategic Priority Areas



Vision

Holly Springs offers an unmatched quality of life that reflects the joys of small town living in a safe, family-friendly community that residents and businesses are proud to call home.

Strategic Priority Areas



Economic Prosperity & Diversity - Holly Springs provides a climate where a wide variety of businesses thrive with economic opportunity for all.



Engaged, Healthy & Active Community - Holly Springs promotes fulfilling and rewarding lifestyles with abundant, healthy living options.



Organizational Excellence - Holly Springs is a leader in responsible government with a high-performing organization that meets the public service needs of its residents.



Responsible & Balanced Growth - Holly Springs will continue to plan for future infrastructure and support a quality, balanced mix of land uses, while preserving its small town charm, characteristics, and history.



Safe & Friendly - Holly Springs is one of the safest communities in North Carolina with a welcoming spirit and inviting atmosphere.

Budget Summary

Economic Prosperity & Diversity

Economic Prosperity & Diversity

Holly Springs provides a climate where a wide variety of businesses thrive with economic opportunity for all.

1. Enhance, attract, and engage diverse economic development opportunities.

- **Initiative 1.1:** Concentrate business recruitment efforts in the target industries of Wake County Economic Development, specifically Life Sciences, Advanced Manufacturing, IT & Technology, and Clean Tech & Smart Grid.
- **Initiative 1.2:** Pursue site-readiness programs and infrastructure investments to boost the attractiveness of the Town's strategic sites.
- **Initiative 1.3:** Host a collaboration event for local entrepreneurs in conjunction with WRAL Techwire to build business partnerships and showcase opportunities in Holly Springs.

2. Create a vibrant downtown center.

- **Initiative 2.1:** Facilitate multi-modal accessibility to the downtown center, with an emphasis on walkability, pedestrian and bicycle safety.
- **Initiative 2.2:** Be a development resource to small businesses, start-ups and artisans that provide unique experiences and products.
- **Initiative 2.3:** Explore interest and models for a Downtown Village District Business Consortium that provides an opportunity for the downtown business community to connect, collaborate, and liaise with the Town.

3. Seek partnerships to drive economic development.

- **Initiative 3.1:** Proactively engage with the Holly Springs Chamber of Commerce, Wake County Economic Development, and other strategic business partners to promote the advantages and opportunities of doing business in Holly Springs.
- **Initiative 3.2:** Attract business partners that support amateur sports, hospitality and leisure tourism activities.
- **Initiative 3.3:** Connect strategic partners in the development community that facilitate life science, laboratory, and industrial flex space to support growing demand.

Budget Summary

Engaged, Healthy, and Active Community



Engaged, Healthy, and Active Community

Holly Springs promotes fulfilling and rewarding lifestyles with abundant, healthy living options.

1. Improve, expand, and seek partnerships for recreational and cultural opportunities.

- **Initiative 1.1:** Expand community events and programs at Ting Park, and other Town amenities, by strengthening relationships with local and regional sports, recreational, and cultural organizations.

2. Plan, design, build, and maintain a comprehensive system of sustainable facilities, greenways, and park spaces to high standards, providing attractive places that people use and enjoy.

- **Initiative 2.1:** Expand parks, greenways and open space through the implementation of the remaining 2011 Parks and Recreation Bond.
- **Initiative 2.2:** Increase equitable access to park facilities, amenities, greenways and open space and ensure new development serves the needs of the Town's diverse and growing population.

3. Develop community events and programs that ensure wide appeal of activities for residents.

- **Initiative 3.1:** Enhance inclusivity of educational/recreational program opportunities for populations such as seniors, teens, as well as people of all abilities and economic means.

Organizational Excellence

Holly Springs is a leader in responsible government with a high-performing organization that meets the public service needs of its residents.

1. As an employer of choice, we will retain and recruit a highly skilled workforce.

- **Initiative 1.1:** Invest in employee professional growth and development through continuous training, certifications, education, and professional accreditation.
- **Initiative 1.2:** Provide competitive pay and benefits that retains and recruits top talent.
- **Initiative 1.3:** Expand employee diversity and inclusion.

2. Leverage technology and innovative business approaches to enhance customer service and improve business efficiencies.

- **Initiative 2.1:** Invest in technology such as 311 system and the Town's website to improve internal efficiencies and external customer experience.
- **Initiative 2.2:** Create and apply data-driven decision-making tools, including performance management and benchmarking, to enhance strategic and daily service delivery management.
- **Initiative 2.3:** Develop streamlined customer engagement processes for simple building or renovation permit requests and specialized customer service approaches to assist non-building industry experts in navigating permitting processes.
- **Initiative 2.4:** Inventory and market the Town's "Smart City" initiatives, and pursue additional Smart City initiatives that leverage data and technology to improve operational efficiencies and information sharing with residents.

3. Expand community engagement.

- **Initiative 3.1:** Expand reach and integration of public safety and other town messages across various communication platforms such as print, social media, website, and other public engagement formats.
- **Initiative 3.2:** Elevate the Town's branding consistency and professionalism.
- **Initiative 3.3:** Simplify Town website content and information accessibility.

4. Ensure financial stewardship.

- **Initiative 4.1:** Update and apply financial best management practices such as internal controls, budgetary enhancements, and asset management.
- **Initiative 4.2:** Enhance financial metrics and policies to achieve credit rating upgrades that in turn lead to the lowest borrowing costs for taxpayers.
- **Initiative 4.3:** Develop new Town-wide risk management program and reduce the Town's risk exposure and actual risk liability experiences.

Budget Summary

Responsible & Balanced Growth



Responsible and Balanced Growth

Holly Springs will continue to plan for future infrastructure and support a quality, balanced mix of land uses, while preserving its small town charm, characteristics, and history.

1. Plan, maintain, and invest in sustainable and resilient infrastructure.

- **Initiative 1.1:** Design and construct 2018 Transportation Bond projects.
- **Initiative 1.2:** Develop guidelines for the application of sustainable and resilient practices for new town facilities and capital infrastructure.

2. Support land use planning and policies that provide for sustainable and economic growth while balancing small town characteristics.

- **Initiative 2.1:** Pursue a residential/non-residential tax base ratio of 70%/30%.
- **Initiative 2.2:** Update and align UDO regulations to the new Future Land Use and Community Character Plan.
- **Initiative 2.3:** Achieve SolSmart silver community designation.

3. Establish sustainability and resiliency practices that balance the protection and preservation of historical and environmental assets with fiscal and operational efficiency.

- **Initiative 3.1:** Complete action plan and protocols for implementation of sustainability and resiliency practices in fleet management, solid waste, and facility maintenance energy efficiency.
- **Initiative 3.2:** Pursue local and state tools, resources, legislation and policies that enhance historical preservation efforts.
- **Initiative 3.3:** Invest in reclaimed water utilization efforts to enhance conservation of natural resources.
- **Initiative 3.4:** Develop a water, sewer and reclaimed asset management plan to ensure system integrity and identify needed maintenance and investments to handle future growth.
- **Initiative 3.5:** Engage staff and community partners to increase awareness and understanding of sustainability opportunities and practices.

4. Partner with neighbors to promote smart regional infrastructure investments.

- **Initiative 4.1:** Support an efficient and connected local and regional multi-modal transportation system through engagement on projects including the I-540 Southeast Extension and Wake Transit Plan.
- **Initiative 4.2:** Secure funding partnerships with County, State and Federal agencies to leverage local funds for transportation and parks and recreation infrastructure investments.
- **Initiative 4.3:** Engage with Wake County, and other organizations as necessary, to promote best practices of waste management at the South Wake Landfill.

5. Leverage Town and regional partners to mitigate resident housing displacement from NCDOT and Town infrastructure projects.

- **Initiative 5.1:** Support the Wake County Department of Housing Affordability and Community Revitalization's efforts to increase housing options on County-owned property north of Ting Park.
- **Initiative 5.2:** Pursue partnerships with non-profit and private organizations to create affordable options.
- **Initiative 5.3:** Identify and evaluate opportunities for flexibility and streamlining of permitting and development requirements to increase developer interest.
- **Initiative 5.4:** Conduct a Housing Study (with a complimentary Citizens Affordable Housing Committee) to analyze the Town's housing composition, strengths, challenges, gaps, and potential courses of action.

Safe & Friendly

Holly Springs is one of the safest communities in North Carolina with a welcoming spirit and inviting atmosphere.

1. Maintain the Town's high level of public safety.

- **Initiative 1.1:** Promote a community-policing philosophy with an emphasis on building “organic” partnerships and unique approaches to meet community needs; and ensure law enforcement personnel are visible and able to interact with residents, visitors and business owners on a regular basis.
- **Initiative 1.2:** Invest in planning and development of Fire Station #3 to enhance the level of fire and medical response and emergency readiness.
- **Initiative 1.3:** Invest in data-driven, geo-based and analytical policing strategies to develop a more technologically advanced approach to crime prevention and investigations.
- **Initiative 1.4:** Increase capability for law enforcement officers to provide basic, immediate medical support of EMS and Fire personnel, when first on scene.
- **Initiative 1.5:** Develop multi-disciplinary approaches and partnerships to address social, physical and mental health issues with the goal of interrupting recurring cycles and making appropriate referrals to organizations with subject matter expertise.
- **Initiative 1.6:** Begin planning for future fire department facilities using historical response trends, modeling, and long-range community growth projections.

2. Plan for adequate public infrastructure that promotes a safe community.

- **Initiative 2.1:** Deploy pedestrian safety devices and traffic control measures to enhance pedestrian and bicycle safety.
- **Initiative 2.2:** Design a network for an innovative and intelligent transportation system with NCDOT.
- **Initiative 2.3:** Update the Utley Creek Water Reclamation Facility 8 MGD Master Plan for sewer capacity needs.

3. Cultivate a creative and friendly atmosphere that is welcoming to all cultures and the diversity of our residents and visitors.

- **Initiative 3.1:** Enhance citizen engagement and outreach events for police and fire.
- **Initiative 3.2:** Identify innovative and receptive approaches to engage communities that are traditionally underserved.



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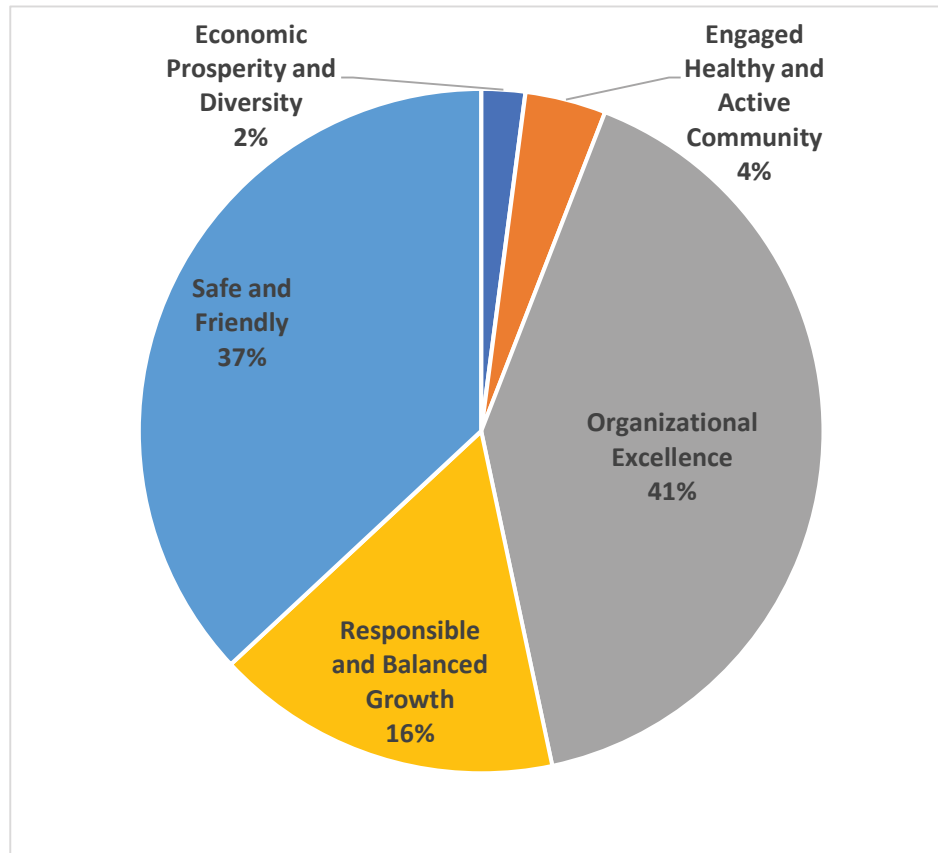
Town of
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North Carolina

Budget Summary



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General Fund Changes by Strategic Priority Area



Recommended Operating Budget Changes by Strategic Area	
Economic Prosperity and Diversity	\$100,000
Engaged Healthy and Active Community	\$185,008
Organizational Excellence	\$1,971,601
Responsible and Balanced Growth	\$792,922
Safe and Friendly	\$1,785,997
TOTAL EXPENSE CHANGES	\$4,835,528

Budget Summary

General Fund Changes by Strategic Priority Area



Economic Prosperity and Diversity	
Village District Area Plan (VDAP) Study	\$100,000
TOTAL EXPENSE CHANGES	\$100,000

Engaged, Healthy & Active Community	
Sugg Farm and Bass Lake Operations & Maintenance	\$91,545
Park and Field Landscaping	\$51,000
Reservation Specialist	\$22,463
Park and Field Maintenance Part-Time Assistance	\$10,000
Tree Replacement/Planting	\$10,000
TOTAL EXPENSE CHANGES	\$185,008

Organizational Excellence	
Pay Plan Adjustments (Total Town-Wide)	\$671,411
Supplemental Vehicle Replacements	\$350,000
Technology Investments, System Maintenance, and Cyber Security Enhancements	\$321,000
Fleet Diagnostic and Maintenance Equipment	\$134,800
Facilities Maintenance Mechanic and Equipment	\$87,153
Pay & Classification Study	\$75,000
Fleet Services Shop Foreman	\$73,570
Purchaser/Buyer	\$55,060
Town Clerk 2021 Municipal Election and Membership Dues Costs	\$45,282
Town Branding and Street Banners	\$45,000
Part-Time Web Specialist	\$33,550
Finance Training, Reporting, and Professional Development	\$32,835
Graphic Design Services and Yard Waste Flyers	\$18,000
Development Services Uniforms, Branding, and Safety	\$12,290
Public Works Training and Safety Supplies	\$9,650
Budget and Management Analyst Internship	\$7,000
TOTAL EXPENSE CHANGES	\$1,971,601

Budget Summary

General Fund Changes by Strategic Priority Area

Responsible & Balanced Growth	
3 Building Code Inspectors	\$301,551
Housing Study	\$125,000
Senior Engineer	\$73,204
Project Manager	\$69,905
Planner II	\$67,217
Sustainability Coordinator	\$62,420
Potential Traffic Signal Partnerships	\$50,000
Utilities & Infrastructure Professional Services	\$25,000
CityView Software Enhancements	\$10,000
Development Services Professional Services	\$8,625
TOTAL EXPENSE CHANGES	\$792,922

Safe & Friendly	
2 Traffic Team Police Officers	\$288,005
3 Ladder Truck Fire Captains	\$196,861
3 Ladder Truck Fire Lieutenants	\$189,010
Police Safety, Training, and Equipment	\$176,400
3 Ladder Truck Fire Engineers	\$175,267
3 Ladder Truck Fire Fighters	\$157,009
Training Recruitment and Personnel Police Lieutenant	\$137,332
Police Body Worn and In-Car Cameras	\$111,360
Police Organizational Realignment (Reclasses and Career Ladder)	\$107,337
Fire Inspector/Plan reviewer	\$97,621
Police Analytical and Forensic Software User Licenses	\$50,750
Sidewalk, Pedestrian & Bike Safety	\$40,000
Police First Aid Kits and Life Safety Equipment	\$26,045
Police Part-time	\$25,000
Police Canine Replacement	\$8,000
TOTAL EXPENSE CHANGES	\$1,785,997

Budget Summary

Position Summary



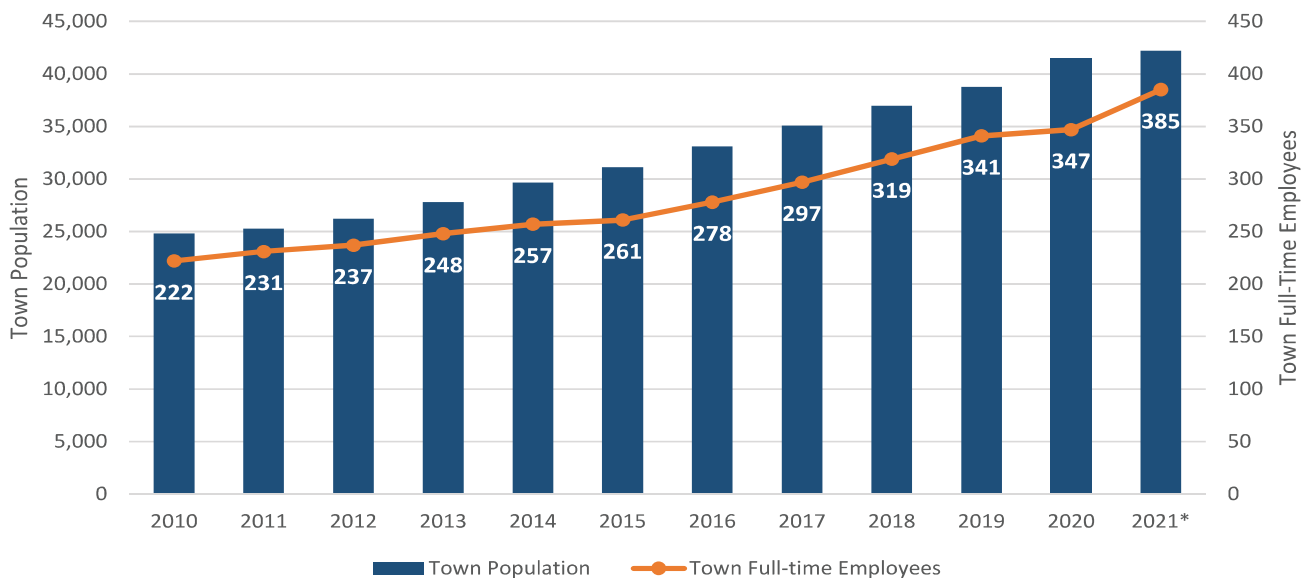
	FY18 Actual	FY19 Actual	FY20 Actual	FY21 Amended	FY22 Recommended
Authorized Full-Time Positions By Department					
Police	71	79	86	87	90
Fire & Rescue	50	54	58	58	71
Utilities & Infrastructure	n/a	n/a	n/a	51	57
Development Services	n/a	n/a	n/a	38	46
Public Works	49	54	56	37	39
Parks & Recreation	36	37	38	36	37
Finance	15	16	18	18	19
Information Technology	5	5	6	7	9*
Town Manager's Office	4	4	4	3	5**
Human Resources	2	2	3	3	3
Communications & Marketing	n/a	3	3	3	3
Town Attorney	1	2	2	2	2
Town Clerk	5	2	2	2	2
Economic Development	2	2	2	2	2
Engineering	25	26	28	n/a	n/a
Code Enforcement	13	13	13	n/a	n/a
Water Quality	11	11	12	n/a	n/a
Planning & Zoning	8	9	10	n/a	n/a
TOTAL AUTHORIZED POSITIONS	297	319	341	347	385

*Includes transfer of two GIS positions to Information Technology

**Includes transfer of one Finance position to Administration

N/A - Note Prior to FY19, the Communications & Marketing Department was merged with the Town Clerk's Office. In FY21, the Engineering, Code Enforcement, Water Quality, Planning & Zoning, and elements of Administration, Public Works, and Parks & Recreation Departments were reorganized to create the Utilities & Infrastructure and Development Services Departments.

Comparison of Town Population Growth to Full-Time Employees



*2021 Population data is projected with Manager's FY2021-22 recommended number of positions

Budget Summary

Fund & Budget Unit Structure

Fund & Budget Unit Structure

Below outlines the organizational structure the Town uses to account for (including accounting numbers) revenues and expenditures of Town operations. Revenues are accounted at the fund level. Expenditures are accounted at the budget unit level (e.g. Finance).

General Fund

Fund 10 – General Fund

- Central Services – 410
- Communications and Marketing – 411
- Administration – 412
 - Town Manager – 11
 - Human Resources – 12
 - Town Attorney – 13
 - Town Clerk – 14
- Finance – 413
- Information Technology – 414
 - Fiber Optic – 50
- Economic Development– 416
- Police – 418
 - Law Enforcement – 18
 - Telecommunications – 19
- Fire and Rescue – 420
- Public Works – 422
 - Fleet Maintenance – 21
 - Streets – 22
 - Solid Waste– 24
 - Public Facilities Maintenance – 30
- Parks and Recreation – 425
 - Cultural Center – 25
 - Park and Field Maintenance– 26
 - Community Center/Programs – 27
 - Bass Lake – 28
 - Athletics – 29
 - North Main Athletic Center – 31
 - Administration– 39
- Utilities & Infrastructure – 450
 - Business Asset Management – 050
 - Infrastructure – 010
- Development Services – 460
 - Customer Service & Compliance – 015
 - Land Development – 020
 - Building Safety & Inspections – 025

Special Revenue Funds

- Fund 15 – Powell Bill
- Fund 26 – Emergency Telephone System
 - Police Department 911 System – 418-16
- Fund 35 – Grants & Special Revenue

Enterprise Funds

Fund 30 – Utility Fund

- Central Services – 410
- Administration – 412
 - Town Manager – 11
- Finance – 413
 - Utility Billing – 32
 - Water Meters – 42
- Information Technology – 414
- Public Works – 422
 - Fleet Maintenance – 422-21
- Utilities & Infrastructure – 450
 - Water Resource Administration – 030
 - Waste Water Treatment Plant – 035
 - Compliance/Lab – 040
 - Distributions & Water Storage – 045
 - Collections – 050
 - Pump Stations – 055
- Development Services – 460
 - Customer Service & Compliance – 015
 - Land Development – 020

Fund 31 – Stormwater Fund

- Central Services – 410
- Utilities & Infrastructure – 450
- Development Services – 460

Capital Reserve Funds

- Fund 21 – Parks and Recreation Reserves
- Fund 22 – Street Reserves
- Fund 23 – Water Reserves
- Fund 24 – Sewer Reserves
- Fund 27 – Stormwater Reserves

Capital Project Funds

- Fund 11 – PayGo
- Fund 43 – Water Projects
- Fund 44 – Stormwater Projects
- Fund 45 – Sewer Projects
- Fund 48 – Street Projects
- Fund 49 – Parks and Recreation Projects
- Fund 71 – System Development Fee-CRF

Debt Service Funds

- Fund 60 – General Fund Debt Service
- Fund 61 – Utility Fund Debt Service



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Town of
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General Fund



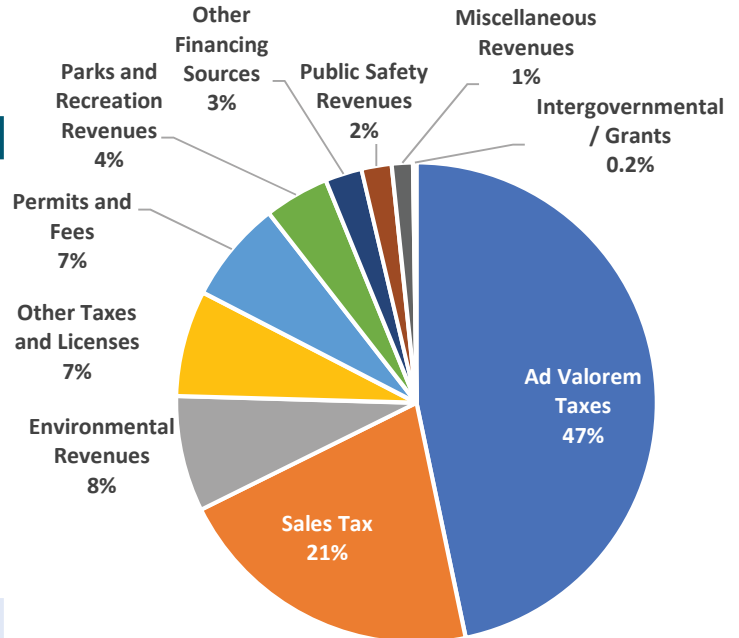
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General Fund

FY2021-22 Summary by Function

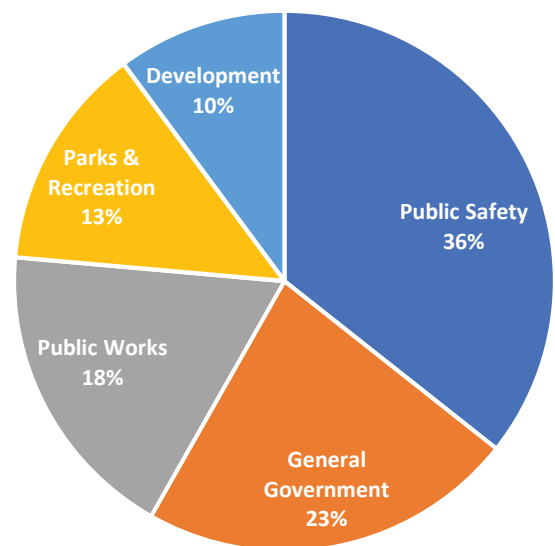
FY2021-22 Recommended Budgeted Revenues

REVENUES:	%	FY22
Ad Valorem Taxes	46.72%	\$19,616,934
Sales Tax	20.96%	\$8,800,000
Environmental Revenues	7.78%	\$3,268,071
Other Taxes and Licenses	7.14%	\$2,996,831
Permits and Fees	6.88%	\$2,891,000
Parks and Recreation Revenues	4.36%	\$1,831,750
Other Financing Sources	2.47%	\$1,038,500
Public Safety Revenues	2.04%	\$855,221
Miscellaneous Revenues	1.42%	\$597,000
Intergovernmental / Grants	0.23%	\$96,170
TOTAL REVENUES	100.00%	\$41,991,477



FY2021-22 Recommended Budgeted Expenditures

EXPENDITURES:	%	FY22
Public Safety	35.65%	\$14,968,154
General Government	22.57%	\$9,478,205
Public Works	18.19%	\$7,636,644
Parks & Recreation	13.45%	\$5,649,823
Development	10.14%	\$4,258,651
TOTAL EXPENDITURES	100.00%	\$41,991,477



General Fund

Historical Revenues & Expenditures



REVENUES	FY17 Actual	FY18 Actual	FY19 Actual	FY20 Actual	FY21 Amended	FY22 Rec.
Ad Valorem Taxes	\$18,174,055	\$19,206,418	\$20,664,824	\$17,351,686	\$18,216,163	\$19,616,934
Sales Tax	\$6,280,392	\$6,719,601	\$7,327,702	\$7,795,549	\$7,077,478	\$8,800,000
Environmental Revenues	\$2,147,733	\$2,385,218	\$2,521,378	\$2,809,165	\$3,003,157	\$3,268,071
Other Taxes and Licenses	\$3,094,257	\$3,255,299	\$3,369,307	\$3,436,523	\$2,851,900	\$2,996,831
Permits and Fees	\$2,504,593	\$2,717,948	\$7,339,627	\$5,256,001	\$3,340,361	\$2,891,000
Parks and Recreation Revenues	\$1,850,125	\$1,863,632	\$2,081,427	\$1,458,669	\$2,091,000	\$1,831,750
Other Financing Sources	\$2,917,036	\$1,279,692	\$453,305	\$5,473,176	\$4,181,136	\$1,038,500
Public Safety Revenues	\$649,785	\$849,290	\$790,687	\$841,390	\$805,578	\$855,221
Miscellaneous Revenues	\$456,415	\$1,050,418	\$848,026	\$1,274,391	\$571,704	\$597,000
Intergovernmental / Grants	\$157,988	\$121,111	\$176,078	\$151,512	\$994,501	\$96,170
TOTAL REVENUES	\$38,232,379	\$39,448,627	\$45,572,361	\$45,848,062	\$43,132,978	\$41,991,477

EXPENDITURES	FY17 Actual	FY18 Actual	FY19 Actual	FY20 Actual	FY21 Amended	FY22 Rec.
Public Safety	\$9,258,041	\$10,570,546	\$11,054,964	\$12,640,486	\$15,128,182	\$14,968,154
General Government	\$11,196,953	\$13,568,983	\$17,275,710	\$14,521,590	\$10,795,433	\$9,478,205
Public Works	\$4,417,838	\$4,703,155	\$5,238,734	\$5,524,931	\$6,267,989	\$7,636,644
Parks & Recreation	\$4,775,936	\$5,562,214	\$5,792,736	\$5,190,317	\$6,145,037	\$5,649,823
Development	\$2,789,207	\$3,289,603	\$3,612,602	\$3,715,476	\$4,796,337	\$4,258,651
TOTAL EXPENDITURES	\$32,437,974	\$37,694,501	\$42,974,746	\$41,592,800	\$43,132,978	\$41,991,477

TOTAL REVENUES	\$38,232,379	\$39,448,627	\$45,572,361	\$45,848,062	\$43,132,978	\$41,991,477
TOTAL EXPENDITURES	\$32,437,974	\$37,694,501	\$42,974,746	\$41,592,800	\$43,132,978	\$41,991,477
NET FUND SAVINGS/(DEFICIT)	\$5,794,405	\$1,754,126	\$2,597,615	\$4,255,263	—	—

*Beginning in FY20 a portion of Ad Valorem is directly appropriated to the Debt Service Fund and not transferred from the General Fund

General Fund

Communications & Marketing Department

Mission Statement

The Communications & Marketing Department encourages two-way information sharing with all members of our community through transparency and public engagement. We strive to provide accurate, timely and useful information to maximize the community's understanding of, and benefit from, Town services, programs and initiatives.

Major Services Provided

- Website, social media, email and text message communications
- News releases and publications, including *The Source* newsletter
- Emergency/Crisis communication
- Government access television channel, HSTV-11
- Media relations
- Community engagement
- Marketing and branding

Communications and Marketing Department Budget Summary					
	FY19 Actual	FY20 Actual	FY21 Amended	FY22 Recommended	FY22 Approved
Salaries & Benefits	\$500,956	\$273,706	\$221,240	\$313,933	—
Operating Expenditures	\$193,489	\$87,584	\$65,194	\$139,820	—
Capital Outlay	\$2,320	—	—	—	—
EXPENSE TOTALS	\$696,766	\$361,289	\$286,434	\$453,753	—

**Prior to FY20 Communications and Marketing was previously merged with the Town Clerk under a Public Affairs & Communications Department*

Budget Changes

- Town Branding and Street Banners (\$45,000)
- Part-time Web Specialist (\$33,550)
- Graphic Design Services and Yard Waste Flyers (\$18,000)

FY 2020-21 Major Accomplishments

- Orchestrated communications campaigns for key town initiatives, including the seasonal leaf collection campaign and a new stormwater fee increase education campaign.
- Managed comprehensive website restructuring and enhancements, including a complete overhaul of the website to reflect the reorganization of key departments and the creation of a new affordable housing hub for residents and businesses.
- Increased town efforts to recognize our diverse population by creating an historic marker to honor the original Holly Springs School for black children and partnering with the community to ensure they had a voice in the project.
- Collaborated with State and Wake County officials to coordinate communications surrounding the announcement of the Fujifilm Diosynth Biotechnologies landmark deal.
- Created alternatives to traditional holiday activities due to Covid restrictions, including the Hollydays Tree Trail at Ting Park and the Decorations Drive-Through.

General Fund

Town Manager



Mission Statement

Execute the policies and priorities of Town Council and manage the day-to-day service delivery.

Major Services Provided

- Ensuring that all local, state, and federal laws and regulations are met
- Ensuring that all operations and projects are operational, efficient and sustainable
- Implementing philosophies and policy decisions of the council
- Managing the performance of all Town departments
- Providing for economic and downtown development

Town Manager's Office Budget Summary

	FY19 Actual	FY20 Actual	FY21 Amended	FY22 Recommended	FY22 Approved
Salaries & Benefits	\$431,388	\$490,984	\$427,835	\$618,502	–
Operating Expenditures	\$126,764	\$191,427	\$296,139	\$211,371	–
Capital Outlay	–	–	–	–	–
EXPENSE TOTALS	\$558,151	\$682,411	\$723,974	\$829,873	–

Budget Changes

- Sustainability Coordinator Position (\$62,420)
- Part-Time Budget and Management Analyst Intern (\$7,000)

Mission Statement

The Human Resources Department is responsible for recruitment and selection, position classification and compensation, benefits management, policy administration, personnel records management, workers' compensation administration, Family and Medical Leave Act administration, employee relations, and wellness initiative management.

Major Services Provided

The Human Resources Department strives to provide personnel programs and policies that are fair and legal, maintain comprehensive benefits and competitive pay, and promote workplace wellness to retain a skilled and diverse workforce that meets the varied needs of the Town and its citizens.

Human Resources Department Budget Summary					
	FY19 Actual	FY20 Actual	FY21 Amended	FY22 Recommended	FY22 Approved
Salaries & Benefits	\$243,235	\$264,557	\$307,905	\$334,147	–
Operating Expenditures	\$105,363	\$99,433	\$139,424	\$139,894	–
Capital Outlay	–	–	–	–	–
EXPENSE TOTALS	\$348,599	\$363,991	\$447,329	\$474,041	–

Budget Changes

- None

FY 2020-21 Major Accomplishments

- Created new hire benefit orientation videos for employees
- Created an online onboarding site for new employees to complete required paperwork
- Implemented the 2nd Town Leadership Academy
- Hosted a Virtual Service Award presentation for employees

General Fund

Town Attorney



Mission Statement

The Town attorney serves as general counsel to the Town Council, Town Manager, department heads and other Town boards, giving legal advice, drafting ordinances, representing the Town in court in civil matters such as land condemnation, contract disputes, bill collection, civil fines and ordinance violations.

Major Services Provided

- Legal Counsel
- Contracts
- Legal Representation

Town Attorney Department Budget Summary					
	FY19 Actual	FY20 Actual	FY21 Amended	FY22 Recommended	FY22 Approved
Salaries & Benefits	\$247,155	\$269,523	\$236,873	\$231,210	–
Operating Expenditures	\$18,647	\$8,292	\$7,959	\$8,906	–
Capital Outlay	–	–	–	–	–
EXPENSE TOTALS	\$265,802	\$277,814	\$244,832	\$240,116	–

Budget Changes

- None

Mission Statement

To record, maintain, and preserve records of all Town business; to maintain custody of the Town seal; to administer all elections held in the town; and to provide accurate information in a timely manner to the governing body, staff, and the public in order that all may be guaranteed open access to information and the legislative process.

Major Services Provided

The Clerk's office provides a variety of information, services, and support to Town staff, elected officials, and the public at large. In addition to keeping the records for the Town, the Clerk's office is also responsible for the following:

- Preparing and distributing Town Council Agendas
- Recording and archiving minutes of Council meetings
- Overseeing records retention
- Recording, researching, preserving, and providing access to Holly Springs' historical records
- Processing applications for service on Town boards
- Updating Municipal code
- Conducting and overseeing municipal elections
- Ensuring publication of legal ads
- Issuing solicitor's permits
- Responding to public record requests
- Supporting the Mayor, Town Council, and Town Manager's Office
- Administering Oaths of Office

Town Clerk Department Budget Summary					
	FY19 Actual	FY20 Actual	FY21 Amended	FY22 Recommended	FY22 Approved
Salaries & Benefits	–	\$195,901	\$208,092	\$181,291	–
Operating Expenditures	–	\$161,810	\$144,555	\$140,383	–
Capital Outlay	–	–	–	–	–
EXPENSE TOTALS	–	\$357,711	\$352,647	\$321,674	–

**Prior to FY20 the Town Clerk was previously merged with Communications and Marketing under a Public Affairs & Communications Department*

Budget Changes

- 2021 Municipal Election Costs (\$37,000)
- Town Membership Dues and Supplies (\$8,282)

FY 2020-21 Major Accomplishments

- Evaluated and approved installation of historical marker for Rosenwald School for Black Children
- Facilitated the use of electronic submission for public comments at Town Council meetings due to COVID-19 restrictions

General Fund

Finance Department



Mission Statement

The Finance Department provides timely and accurate financial information to key stakeholders while protecting town assets, both real and intangible, and ensuring town compliance with federal, state, and local laws from a financial and fiduciary vantage point. Serving as an essential partner on topics requiring economic, financial and fiduciary inputs and expertise, the Finance Department manages Accounting and Financial Reporting, Budgeting, Revenue Collections, Payroll, Benefits Administration, Cash Management and Investments, Utility Billing and its external audit partners.

Major Services Provided

- Accounts Payable
- Payroll Processing
- GL Accounting & Reporting
- Capital Asset and Inventory tracking
- Budgeting & Performance Measurement
- Investments and Debt

Finance Department Budget Summary					
	FY19 Actual	FY20 Actual	FY21 Amended	FY22 Recommended	FY22 Approved
Salaries & Benefits	\$540,721	\$660,519	\$623,164	\$739,306	–
Operating Expenditures	\$117,731	\$109,044	\$57,189	\$101,402	–
Capital Outlay	\$6,569	–	–	\$10,000	–
EXPENSE TOTALS	\$665,022	\$769,563	\$680,353	\$850,708	–

Budget Changes

- Purchaser/Buyer Position (\$55,060)
- Finance Training, Reporting, and Professional Development (\$32,835)

FY 2020-21 Major Accomplishments

- Received the Government Finance Officers Association Award for Financial Reporting
- Received the Government Finance Officers Association Award for Distinguished Budget Presentation

General Fund

Information Technology Department

Mission Statement

The Information Technology Department will provide high quality technology services to the Town in a cost-effective and efficient manner in support of the Town's strategic goals and initiatives.

Major Services Provided

- User support for all IT needs
- Guidance in the use of technology
- User training
- System and cyber security
- IT procurement services
- Network support (internal and fiber networks)
- Consulting on IT services

Information Technology Department Budget Summary					
	FY19 Actual	FY20 Actual	FY21 Amended	FY22 Recommended	FY22 Approved
Salaries & Benefits	\$353,417	\$379,173	\$493,701	\$618,149	—
Operating Expenditures	\$880,845	\$796,190	\$973,098	\$1,264,411	—
Capital Outlay	\$309,954	\$216,047	—	—	—
EXPENSE TOTALS	\$1,544,215	\$1,391,410	\$1,466,799	\$1,882,560	—

Budget Changes

- Technology Investments, System Maintenance, and Cyber Security Enhancements (\$321,000)

FY 2020-21 Major Accomplishments

- Completed construction of fiber to all traffic signals to prepare for the next phase of an intelligent traffic system
- Transitioned the Town to the .gov domain name
- Migrated a majority of users from fixed workstations to mobile devices
- Introduced new GIS technologies to Town departments
- Replaced the Town's core network infrastructure
- Implemented new security strategies to further protect the organization as employees continued to work remotely

General Fund

Economic Development Department



Mission Statement

The continual retention, expansion, and recruitment efforts of the Economic Development department provide the opportunity for more jobs in Holly Springs and increase the diversification between the residential and commercial tax base.

Major Services Provided

Staying connected with county partners at Wake County Economic Development (WCED), state partners in the Economic Development Partnership of North Carolina (EDPNC), and being a member of the North Carolina Economic Development Association (NCEDA) allows the Department to keep their finger on the pulse of Economic Development locally, in the region, in the state, and beyond. The Economic Development Department fills the requests of large projects coming from the state and follows up to land large projects. The Department also works with small businesses and entrepreneurs in the town and helps them to grow and thrive. Additionally, the department focuses on staying involved in key local partnerships in order to be a community connector. Staff make sure to stay up to date on their marketing efforts to display the qualities of Holly Springs that make it attractive to prospective industries.

Economic Development Department Budget Summary					
	FY19 Actual	FY20 Actual	FY21 Amended	FY22 Recommended	FY22 Approved
Salaries & Benefits	\$175,924	\$188,335	\$203,367	\$214,225	–
Operating Expenditures	\$68,140	\$52,052	\$100,550	\$80,550	–
Capital Outlay	\$6,797	–	–	–	–
EXPENSE TOTALS	\$250,862	\$240,387	\$303,917	\$294,775	–

Budget Changes

- None

FY 2020-21 Major Accomplishments

- Led the recruitment effort for FUJIFILM Diosynth Biotechnologies with an anticipated \$2 billion investment that will establish the largest end-to-end cell culture biopharmaceutical manufacturing facility in North America
- In March of 2021 Crescent Communities announced their plans to expand into the Raleigh market, and more specifically in the Town of Holly Springs planning to develop three buildings focused on life science and biomanufacturing on approximately 25 acres adjacent to the Holly Springs Business Park
- Assisted in the expansion of My Computer Career in Holly Springs with an anticipated \$20M capital investment and the new North American headquarters

Mission Statement

The Holly Springs Police Department, working in partnership with the citizens we serve, shall endeavor and remain committed through professional, ethical, and impartial policing practices to preserve life, protect property, and maintain order for all who live, learn, and visit in our community. Citizen trust, confidence, and support are paramount in achieving the highest quality of life. The Holly Springs Police Department is committed to the highest standards of ethics and professionalism as it works in partnership with citizens to maintain a safe community.

Major Services Provided

- Provides primary law enforcement coverage for the Town of Holly Springs
- Responds to criminal and non-criminal requests for service
- Serves as the Primary PSAP for 911 callers within the town limits
- Provides community support through numerous outreach efforts
- Provides animal control services for town residents

Police Department Budget Summary					
	FY19 Actual	FY20 Actual	FY21 Amended	FY22 Recommended	FY22 Approved
Salaries & Benefits	\$5,632,490	\$6,239,004	\$7,153,160	\$7,821,117	—
Operating Expenditures	\$386,064	\$409,457	\$442,994	\$642,885	—
Capital Outlay	\$609,643	\$682,968	\$1,046,000	\$333,000	—
EXPENSE TOTALS	\$6,628,197	\$7,331,430	\$8,642,154	\$8,797,002	—

Budget Changes

- Two Traffic Team Police Officers, Equipment, and Vehicles (\$288,005)
- Training Recruitment and Personnel Police Lieutenant Position, Equipment, and Vehicle (\$137,332)
- Body Worn and In-Car Cameras (\$111,360)
- Police Organizational Realignment (Reclasses and Career Ladder) (\$107,337)
- Police Analytical and Forensic Software User Licenses (\$50,750)
- Police First Aid Kits and Life Safety Equipment (\$26,045)
- Police Part-time Pay (\$25,000)
- Police Safety, Training, and Equipment (\$176,400)
- Police Canine Replacement (\$8,000)

FY 2020-21 Major Accomplishments

- Implementation of the body-worn and in-car camera system is anticipated to begin by early summer after testing and evaluation was completed and a vendor contract was finalized
- Despite Covid 19 restrictions, the department continued community outreach, engaging in over 30 in person events and increasing its social media presence by 18%
- Updated the department's Use of Force and other policies to meet current national standards and best practices

General Fund

Fire and Rescue Department



Mission Statement

Our mission is to provide a safe, professional, and courteous team that strives to exceed the expectations of the community and our organization. This mission requires our members to be part of a capable, aggressive, all-risk fire department that is focused on customer service, professional development, and an “All In” attitude from all members.

Major Services Provided

- Fire suppression within the municipal limits and areas surrounding the Town
- Free blood pressure checks at all fire stations
- Emergency medical services as EMT-Basics (Fire Department staff provides basic medical care prior to an ambulance arriving)
- Fire education programs on various aspects of public fire safety that are presented to any group free of charge
- Fire hydrant maintenance for all hydrants located in the fire district
- Free tours of the fire stations will be provided with prior arrangements or appointment
- Free home smoke alarm checks

Fire Department Budget Summary					
	FY19 Actual	FY20 Actual	FY21 Amended	FY22 Recommended	FY22 Approved
Salaries & Benefits	\$3,697,838	\$4,143,861	\$4,616,656	\$5,529,152	–
Operating Expenditures	\$558,103	\$618,465	\$419,567	\$602,000	–
Capital Outlay	\$170,826	\$546,730	\$1,449,805	\$40,000	–
EXPENSE TOTALS	\$4,426,767	\$5,309,056	\$6,486,028	\$6,171,152	–

Budget Changes

- Three Ladder Truck Fire Captains and Equipment (\$196,861)
- Three Ladder Truck Fire Lieutenants and Equipment (\$189,010)
- Three Ladder Truck Fire Engineers and Equipment (\$175,267)
- Three Ladder Truck Fire Fighters and Equipment (\$157,009)
- Fire Inspector/Plan Reviewer Position, Equipment, and Vehicle (\$97,621)

FY 2020-21 Major Accomplishments

- New Fire Engine Placed in Service
- Engine and Crew deployed to Ocean Isle Beach to assist with Hurricane Isis
- Designed and ordered a new tractor drawn aerial truck for tentative delivery winter of 2021
- Maintained COVID-19 PPE Inventory for town employees
- HSFD Personnel assisted with mass vaccination site for Wake County

General Fund

Public Works Department

Mission Statement

The Holly Springs Public Works Department provides for a safe, clean and healthy environment within the Town.

Major Services Provided

- Fleet Maintenance
- Solid Waste
- Powell Bill / Street Maintenance
- Yard Waste
- Public Facilities Maintenance

Public Works Department Budget Summary					
	FY19 Actual	FY20 Actual	FY21 Amended	FY22 Recommended	FY22 Approved
Salaries & Benefits	\$1,841,187	\$1,983,920	\$2,036,227	\$2,648,140	—
Operating Expenditures	\$2,387,169	\$2,620,597	\$3,394,382	\$3,944,404	—
Capital Outlay	\$1,010,379	\$920,414	\$837,380	\$1,044,100	—
EXPENSE TOTALS	\$5,238,734	\$5,524,931	\$6,267,989	\$7,636,644	—

Budget Changes

- Fleet Services Shop Foreman Position and Equipment (\$73,570)
- Fleet Diagnostic and Maintenance Equipment (\$134,800)
- Facilities Maintenance Mechanic Position, Equipment, and Vehicle (\$87,153)
- Public Works Training and Safety Supplies (\$9,650)
- Chipper - CIP Vehicle Replacement Plan (\$90,000)
- Leaf Truck - CIP Vehicle Replacement Plan (\$206,000)
- Dump Truck - CIP Vehicle Replacement Plan (\$170,000)
- Knuckleboom Truck - CIP Vehicle Replacement Plan (\$181,000)
- Snow Response Box Spreader - CIP Vehicle Replacement Plan (\$12,000)
- Right of Way Mower - CIP Vehicle Replacement Plan (\$10,000)
- Two Zero-Turn Mowers - CIP Vehicle Replacement Plan (\$20,000)
- Bucket Truck - CIP Vehicle Replacement Plan (\$202,000)
- Light Utility/Work Truck - CIP Vehicle Replacement Plan (\$33,500)

FY 2020-21 Major Accomplishments

- Completed several key sidewalk projects providing connectivity for residents
- Installation of new Rectangular Rapid-Flashing Beacons (RRFBs) crosswalk safety devices at high pedestrian crossings
- Began implementation of Americans with Disabilities Act (ADA) improvements work plan
- Completion of several storm drainage improvements to prevent localized flooding and hazardous road conditions
- Service improvements to maintain consistent yard waste pick-up during high leaf/yard waste seasons

General Fund

Parks and Recreation Department



Mission Statement

To foster engaged, healthy and active lifestyles for the enrichment of Holly Springs residents and visitors by offering exceptional experiences, affordable recreation & cultural activities, well-maintained parks & facilities, and stewardship of our natural resources.

Major Services Provided

The department offers a variety of parks, open spaces, greenways, a recreation center, a cultural arts center, dog park, a lake and retreat center, and athletic facilities to meet the needs of our growing and diverse community. Programs are offered in art, dance, athletics, nature and outdoor education, afterschool and track-out times, fitness and wellness, special interest as well as summer camps and activities geared for senior citizens. Parks and Recreation also provides a number of special events that bring the community together. The sport complexes host numerous baseball, soccer, football and lacrosse tournaments each year which bring economic benefit to the town. The department supports the weekly, year-round farmers market.

Major Service Centers:

- Cultural Center & Farmers Market
- Bass Lake Park and Sugg Farm
- Park and Field Maintenance
- Community Center and Programs
- Athletics
- Administration and Special Events
- North Main Athletic Complex (Ting Park)

Parks and Recreation Department Budget Summary					
	FY19 Actual	FY20 Actual	FY21 Amended	FY22 Recommended	FY22 Approved
Salaries & Benefits	\$2,836,404	\$2,973,184	\$3,340,390	\$3,520,252	–
Operating Expenditures	\$2,400,649	\$1,971,456	\$2,584,647	\$2,117,656	–
Capital Outlay	\$555,683	\$245,677	\$220,000	\$11,915	–
EXPENSE TOTALS	\$5,792,736	\$5,190,317	\$6,145,037	\$5,649,823	–

Budget Changes

- Sugg Farm and Bass Lake Operations & Maintenance (\$91,545)
- Reservation Specialist Position (Offset by Part-time Reductions) (\$22,463)
- Park and Field Landscaping (\$51,000)
- Park and Field Maintenance Part-Time Assistant (\$10,000)

FY 2020-21 Major Accomplishments

- Completed and adopted the Parks, Recreation and Greenways Master Plan, providing 10-year planning direction.
- Opened the Town's first dog park at Sugg Farm with a new restroom facility.
- Finished the FEMA-funded hurricane repairs including the stream channel and parking lot resurfacing at Bass Lake.
- Adapted programs and events to deliver services during the COVID pandemic including adding new ones such as esports, drive-in movies, Tree Trail, Holly O'Springs Scavenger Hunt, and Chalk the Walk to name a few.
- Provided a remote learning center as an essential service for families in the community; secured \$50,000 grant funding to reimburse expenses for this service.

General Fund

Utilities & Infrastructure Department

Mission Statement

The Utilities and Infrastructure Department is committed to infrastructure and utility asset management including long-term asset planning and proactive operation of utilities.

Major Services Provided

Infrastructure

- Project Management for Town and grant funded facility, site, and infrastructure projects
- Grant application and management

Business Asset Management

- Asset management facilitation and coordination
- Asset management software and database management
- ADA Compliance Program
- Utility permitting

Utilities & Infrastructure Department Budget Summary					
	FY19 Actual	FY20 Actual	FY21 Amended	FY22 Recommended	FY22 Approved
Salaries & Benefits	—	—	—	\$807,839	—
Operating Expenditures	—	—	—	\$182,675	—
Capital Outlay	—	—	—	—	—
EXPENSE TOTALS	—	—	—	\$990,514	—

**In the FY22 Budget, the Code Enforcement, Planning & Zoning, Engineering, and Water Quality Departments were reorganized into the Utilities & Infrastructure and Development Services Departments.*

Budget Changes

- Senior Engineer Position (\$73,204)
- Project Manager Position (\$69,905)
- Utilities & Infrastructure Professional Services (\$25,000)

FY 2020-21 Major Accomplishments

- Completed reorganization forming a single Town department to manage all of the Town's transportation, water, and sewer infrastructure
- Continued progress of transportation bond projects with Local Government Commission approval for first phase of bond issuance in 2021.

General Fund

Development Services Department



Mission Statement

Development Services is committed to creating an atmosphere for the prosperity of businesses, contributing to our customer's and resident's success by providing helpful, timely and quality services through knowledge and professional expertise, and adhering to sustainable practices to ensure the public's health, safety, and general welfare.

Major Services Provided

- Current and Long-Range Planning
- Land Development Review
- Building Safety & Inspections
- Zoning, Code Enforcement, and Technical Services
- Central Permitting & Development Business Administration

Development Services Department Budget Summary					
	FY19 Actual	FY20 Actual	FY21 Amended	FY22 Recommended	FY22 Approved
Salaries & Benefits	–	–	–	\$2,507,002	–
Operating Expenditures	–	–	–	\$392,635	–
Capital Outlay	–	–	–	\$368,500	–
EXPENSE TOTALS	–	–	–	\$3,268,137	–

**In the FY22 Budget, the Code Enforcement, Planning & Zoning, Engineering, and Water Quality Departments were reorganized into the Utilities & Infrastructure and Development Services Departments.*

Budget Changes

- Three Building Code Inspector Positions, Equipment, and Vehicles (\$301,551)
- Planner II Position (\$67,217)
- Development Services Professional Services (\$8,625)
- CityView Software Enhancements (\$10,000)
- Tree Replacement / Planting (\$10,000)
- Development Services Uniforms, Branding, and Safety (\$12,290)
- 8 Light Utility/Work Trucks - CIP Vehicle Replacement Plan (\$268,000)

FY 2020-21 Major Accomplishments

- Relaxed zoning enforcement efforts during 2020 in an effort to support local businesses such as easing on Christmas decorations on non-residential properties
- Honorable mention for the Land Use & Character Plan 2020 NCAPA Marvin Collins Award for Specialized Plans
- Achieved one of the highest response rates in the State and Country and highest of all municipalities in Wake County for 2020 Census response rates
- Per the Town's Strategic Plan facilitated Memorandum of Agreement with Wake County, My Computer Career, and DHIC for a mixed-use and affordable housing project located at 1317 N. Main St
- Permit milestones:
 - Processed the second highest number of residential building permits (817) compared to 2005's (822)
 - Processed a record month for building permits issued in March at 111
 - Over a five year period highest number of building permits issued at 2,672
 - 791 new parcels added in Holly Springs, second highest number over a five year period

General Fund

Central Services and Non-Departmental

Central Services Department

- The Central Services Department is a cost center managed by the Finance Department for centralized costs and utility bill payment for the Town

Central Services Department Budget Summary					
	FY19 Actual	FY20 Actual	FY21 Amended	FY22 Recommended	FY22 Approved
Salaries & Benefits	\$13,291	\$39,805	\$100,000	\$115,000	–
Operating Expenditures	\$2,295,555	\$3,017,243	\$2,349,491	\$2,575,705	–
Capital Outlay	–	\$3,813,924	–	–	–
EXPENSE TOTALS	\$2,308,846	\$6,870,972	\$2,449,491	\$2,673,455	–

Non-Departmental

- Transfers to other funds such as the PAYGO Fund, capital project funds, and capital reserve funds are budgeted as other financing uses within the general fund and not assigned to a specific department

Non-Departmental Budget Summary					
	FY19 Actual	FY20 Actual	FY21 Amended	FY22 Recommended	FY22 Approved
Other Financing Uses	\$10,637,448	\$3,206,041	\$3,839,657	\$1,440,000	–
EXPENSE TOTALS	\$10,637,448	\$3,206,041	\$3,839,657	\$1,440,000	–



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Town of
**HOLLY
SPRINGS**
North Carolina

Utility Fund



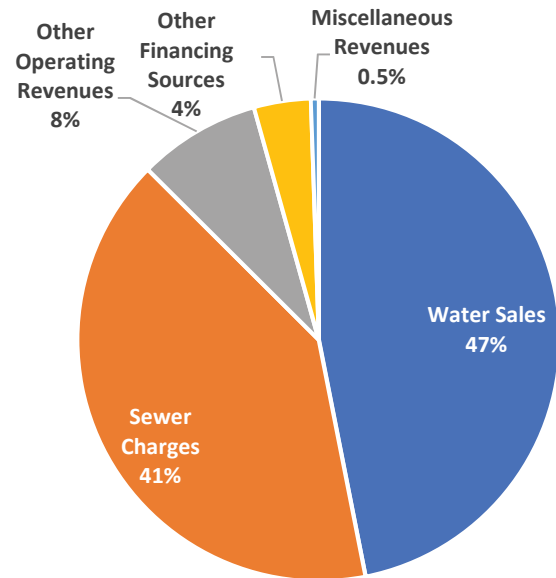
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Utility Fund

Recommended Revenues & Expenditures

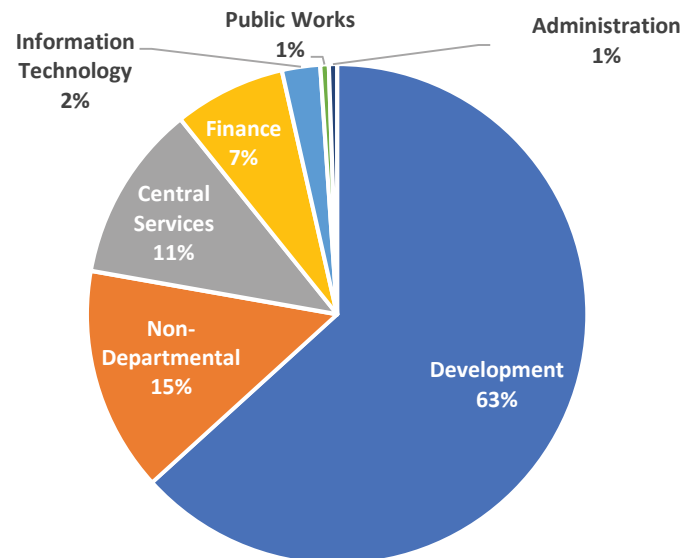
Recommended Budgeted Revenues

REVENUES:	%	FY22
Water Sales	46.89%	\$8,039,000
Sewer Charges	40.58%	\$6,956,874
Other Operating Revenues	8.20%	\$1,405,500
Other Financing Sources	3.81%	\$653,500
Miscellaneous Revenues	0.53%	\$90,500
TOTAL REVENUES	100.00%	\$17,145,374



Recommended Budgeted Expenditures

EXPENDITURES:	%	FY22
Development	63.26%	\$10,846,118
Non-Departmental	14.52%	\$2,489,436
Central Services	11.44%	\$1,961,530
Finance	7.23%	\$1,239,906
Information Technology	2.46%	\$421,409
Public Works	0.57%	\$97,100
Administration	0.52%	\$89,875
TOTAL REVENUES	100.00%	\$17,145,374



Utility Fund

Historical Revenues & Expenditures



REVENUES	FY17 Actual	FY18 Actual	FY19 Actual	FY20 Actual	FY21 Amended	FY22 Rec.
Water Sales	\$6,749,172	\$6,414,013	\$6,611,520	\$7,102,096	\$7,354,405	\$8,039,000
Sewer Charges	\$4,905,481	\$5,188,973	\$5,539,076	\$6,055,963	\$6,209,067	\$6,956,874
Other Operating Revenues	\$1,302,187	\$1,353,738	\$1,299,980	\$1,717,689	\$1,478,850	\$1,405,500
Other Financing Sources	\$895,305	\$181,732	\$1,371,151	\$6,285,249	\$1,595,346	\$653,500
Miscellaneous Revenues	\$76,397	\$63,474	\$249,397	\$283,334	\$85,544	\$90,500
Development Fees	—	—	\$6,613,349	\$8,651,241	\$5,010,000	—
TOTAL REVENUES	\$13,928,543	\$13,201,931	\$21,684,472	\$30,095,572	\$21,733,212	\$17,145,374

EXPENSES	FY17 Actual	FY18 Actual	FY19 Actual	FY20 Actual	FY21 Amended	FY22 Rec.
Development	\$7,998,684	\$8,197,045	\$6,722,299	\$7,264,889	\$9,413,427	\$10,846,118
Non-Departmental	\$1,238,878	\$(103,847)	\$7,819,023	\$12,159,664	\$8,287,360	\$2,489,436
Central Services	\$404,461	\$602,628	\$1,844,697	\$6,057,522	\$1,774,506	\$1,961,530
Finance	\$651,372	\$416,155	\$2,175,241	\$1,935,125	\$1,771,081	\$1,239,906
Information Technology	\$82,561	\$148,005	\$152,643	\$163,604	\$211,664	\$421,409
Public Works	—	—	—	—	\$97,100	\$97,100
Administration	—	—	\$65,786	\$163,712	\$178,074	\$89,875
TOTAL EXPENSES	\$10,375,956	\$9,259,987	\$18,779,689	\$27,744,515	\$21,733,212	\$17,145,374

TOTAL REVENUES	\$13,928,543	\$13,201,931	\$21,684,472	\$30,095,572	\$21,733,212	\$17,145,374
TOTAL EXPENSES	\$10,375,956	\$9,259,987	\$18,779,689	\$27,744,515	\$21,733,212	\$17,145,374
NET FUND SAVINGS/(DEFICIT)	\$3,552,586	\$3,941,945	\$2,904,783	\$2,351,056	—	—

Utility Fund

Administration – Town Manager Department

Mission Statement

Execute the policies and priorities of Town Council and manage the day-to-day service delivery.

Major Services Provided

- Ensuring that all local, state, and federal laws and regulations are met
- Ensuring that all operations and projects are operational, efficient and sustainable
- Implementing philosophies and policy decisions of the council
- Managing the performance of all Town departments
- Providing for economic and downtown development

Town Manager Budget Summary					
	FY19 Actual	FY20 Actual	FY21 Amended	FY22 Recommended	FY22 Approved
Salaries & Benefits	\$64,336	\$162,590	\$166,574	\$88,375	–
Operating Expenditures	\$1,450	\$1,121	\$11,500	\$1,500	–
Capital Outlay	–	–	–	–	–
EXPENSE TOTALS	\$65,786	\$163,712	\$178,074	\$89,875	–

Budget Changes

- None

Utility Fund

Finance Department



Mission Statement

The Finance Department provides timely and accurate financial information to key stakeholders while protecting town assets, both real and intangible, and ensuring town compliance with federal, state, and local laws from a financial and fiduciary vantage point. Serving as an essential partner on topics requiring economic, financial and fiduciary inputs and expertise, the Finance Department manages Accounting and Financial Reporting, Budgeting, Revenue Collections, Payroll, Benefits Administration, Cash Management and Investments, Utility Billing and its external audit partners.

Major Services Provided

- Customer Service
- Utility Billing
- Utility Meter Management

Finance Department Budget Summary					
	FY19 Actual	FY20 Actual	FY21 Amended	FY22 Recommended	FY22 Approved
Salaries & Benefits	\$543,936	\$592,744	\$700,882	\$630,297	–
Operating Expenditures	\$1,124,545	\$538,709	\$605,609	\$607,109	–
Capital Outlay	\$506,760	\$803,671	\$464,590	\$2,500	–
EXPENSE TOTALS	\$2,175,241	\$1,935,125	\$1,771,081	\$1,239,906	–

Budget Changes

- Customer Service / Operations Manager Position (\$63,497)

Utility Fund

Information Technology Department

Mission Statement

The Information Technology Department will provide high quality technology services to the Town in a cost-effective and efficient manner in support of the Town's strategic goals and initiatives.

Major Services Provided

- User support for all IT needs
- Guidance in the use of technology
- User training
- System security
- IT procurement services
- Network support (internal and fiber networks)
- Consulting on IT services

Information Technology Department Budget Summary					
	FY19 Actual	FY20 Actual	FY21 Amended	FY22 Recommended	FY22 Approved
Salaries & Benefits	\$80,637	\$84,875	\$127,781	\$230,326	—
Operating Expenditures	\$64,363	\$78,728	\$83,883	\$191,083	—
Capital Outlay	\$7,644	—	—	—	—
EXPENSE TOTALS	\$152,643	\$163,604	\$211,664	\$421,409	—

Budget Changes

- Cityworks Enhancements (\$65,000)

Utility Fund

Utilities & Infrastructure Department



Mission Statement

The Utilities and Infrastructure Department is committed to infrastructure and utility asset management including long-term asset planning and proactive operation of utilities.

Major Services Provided

- Water reclamation facility operation and maintenance
- Reclaimed water operation, maintenance, and program administration
- Environmental Compliance Lab
- Water and sewer collections, distribution, pump station operations, and infrastructure maintenance
- Water and sewer utility engineering and planning

Utilities & Infrastructure Department Budget Summary					
	FY19 Actual	FY20 Actual	FY21 Amended	FY22 Recommended	FY22 Approved
Salaries & Benefits	—	—	—	\$3,388,342	—
Operating Expenditures	—	—	—	\$4,955,580	—
Capital Outlay	—	—	—	\$839,500	—
EXPENSE TOTALS	—	—	—	\$9,183,422	—

**In the FY22 Budget, the Code Enforcement, Planning & Zoning, Engineering, and Water Quality Departments were reorganized into the Utilities & Infrastructure and Development Services Departments.*

Budget Changes

- Utilities Locator Position, Equipment, and Vehicle (\$89,553)
- Electrical and Instrumentation Technician Position, Equipment, and Vehicle (\$83,530)
- Industrial Maintenance Supervisor Position, Equipment, and Vehicle (\$93,749)
- Waste Water Treatment Plant (WWTP) Chief Operator / ORC Position (\$60,349)
- Water Storage Tank Maintenance (\$32,000)
- Pump Station Repair and Maintenance (\$160,000)
- Wastewater system sludge, odor, and corrosion management (\$246,000)
- Wastewater evaluation and water conveyance (\$76,650)
- Waste Water Treatment Plant (WWTP) Repairs and Maintenance (\$124,000)
- Lowboy Trailer - CIP Vehicle Replacement Plan (\$52,000)
- Trackhoe - CIP Vehicle Replacement Plan (\$203,500)
- Light Utility/Work Truck - CIP Vehicle Replacement Plan (\$33,500)
- Jet Vac Truck - CIP Vehicle Replacement Plan (\$450,000)

Utility Fund

Development Services Department

Mission Statement

Development Services is committed to creating an atmosphere for the prosperity of businesses, contributing to our customer's and resident's success by providing helpful, timely and quality services through knowledge and professional expertise, and adhering to sustainable practices to ensure the public's health, safety, and general welfare.

Major Services Provided

- Current and Long-Range Planning
- Land Development Review
- Building Safety & Inspections
- Zoning, Code Enforcement, and Technical Services
- Central Permitting & Development Business Administration

Development Services Department Budget Summary					
	FY19 Actual	FY20 Actual	FY21 Amended	FY22 Recommended	FY22 Approved
Salaries & Benefits	—	—	—	\$1,473,796	—
Operating Expenditures	—	—	—	\$121,900	—
Capital Outlay	—	—	—	\$67,000	—
EXPENSE TOTALS	—	—	—	\$1,662,696	—

**In the FY22 Budget, the Code Enforcement, Planning & Zoning, Engineering, and Water Quality Departments were reorganized into the Utilities & Infrastructure and Development Services Departments.*

Budget Changes

- Development Business Coordinator Position (\$51,980)
- Two Development Inspector Positions, Equipment, and Vehicles (\$193,506)
- Utilities Plan Reviewer Position (\$69,115)

Utility Fund

Public Works



Mission Statement

The Holly Springs Public Works Department provides for a safe, clean and healthy environment within the Town.

Major Services Provided

- Fleet Maintenance

Public Works Department Budget Summary					
	FY19 Actual	FY20 Actual	FY21 Amended	FY22 Recommended	FY22 Approved
Salaries & Benefits	–	–	–	–	–
Operating Expenditures	–	–	\$97,100	\$97,100	–
Capital Outlay	–	–	–	–	–
EXPENSE TOTALS	–	–	\$97,100	\$97,100	–

Budget Changes

- None

Utility Fund

Central Services and Non-Departmental

Central Services Department

- The Central Services Department is a cost center managed by the Finance Department for centralized costs and utility bill payment for the Town

Central Services Department Budget Summary					
	FY19 Actual	FY20 Actual	FY21 Amended	FY22 Recommended	FY22 Approved
Salaries & Benefits	–	\$590,000	\$55,704	\$499,400	–
Operating Expenditures	\$1,844,697	\$5,467,522	\$1,718,802	\$1,462,130	–
Capital Outlay	–	\$3,813,924	–	–	–
EXPENSE TOTALS	\$1,844,697	\$6,057,522	\$1,774,506	\$1,961,530	–

Non-Departmental

- Transfers to other funds such as the PAYGO Fund, capital project funds, and capital reserve funds are budgeted as other financing uses within the Utility Fund and not assigned to a specific department

Non-Departmental Budget Summary					
	FY19 Actual	FY20 Actual	FY21 Amended	FY22 Recommended	FY22 Approved
Other Financing Uses	\$7,825,169	\$12,140,356	\$8,287,360	\$2,489,436	–
EXPENSE TOTALS	\$7,825,169	\$12,140,356	\$8,287,360	\$2,489,436	–



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Town of
**HOLLY
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North Carolina

Stormwater Fund



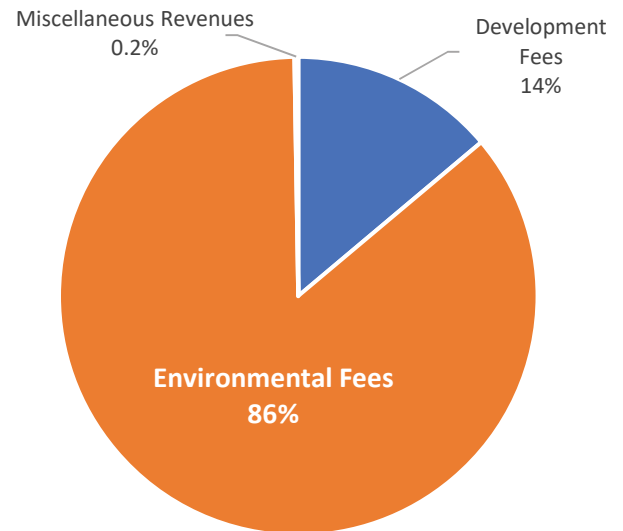
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Stormwater Fund

Recommended Revenues & Expenditures

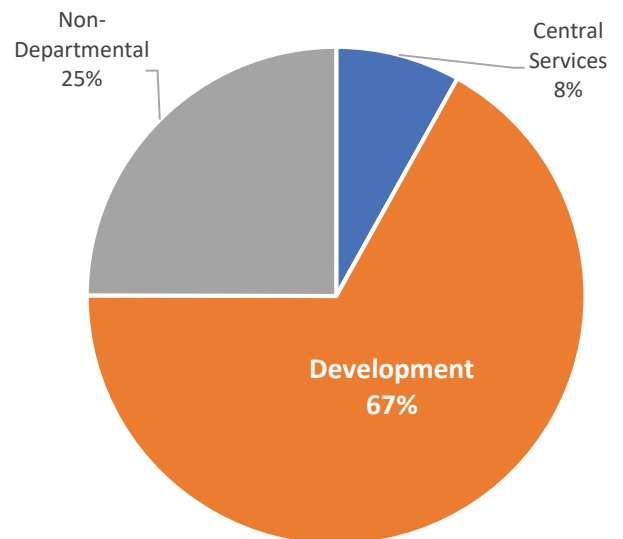
Recommended Budgeted Revenues

REVENUES:	%	FY22
Environmental Fees	85.88%	\$1,288,182
Development Fees	13.88%	\$208,221
Miscellaneous Revenues	0.24%	\$3,600
TOTAL REVENUES	100.00%	\$1,500,003



Recommended Budgeted Expenditures

EXPENDITURES	%	FY22
Development	66.93%	\$1,004,004
Non-Departmental	24.97%	\$374,522
Central Services	8.10%	\$121,477
TOTAL EXPENDITURES	100.00%	\$1,500,003



Stormwater Fund

Historical Revenues & Expenditures



REVENUES	FY17 Actual	FY18 Actual	FY19 Actual	FY20 Actual	FY21 Amended	FY22 Rec.
Environmental Fees	\$436,941	\$368,730	\$489,568	\$521,665	\$767,286	\$1,288,182
Development Fees	\$1,600	\$296,565	\$334,248	\$484,481	\$240,000	\$208,221
Miscellaneous Revenues	–	–	\$6,969	\$12,462	–	\$3,600
Other Financing Sources	–	\$(4,000)	\$(29,060)	\$519,328	\$171,452	–
TOTAL REVENUES	\$438,541	\$661,295	\$801,724	\$1,537,936	\$1,178,738	\$1,500,003

EXPENSES	FY17 Actual	FY18 Actual	FY19 Actual	FY20 Actual	FY21 Amended	FY22 Rec.
Development	\$418,349	\$483,279	\$556,254	\$1,074,558	\$1,072,291	\$1,004,004
Non-Departmental	–	–	–	–	–	\$374,522
Central Services	\$8,605	\$12,294	\$11,380	\$15,416	\$106,447	\$121,477
TOTAL EXPENSES	\$426,954	\$495,572	\$567,634	\$1,089,975	\$1,178,738	\$1,500,003

TOTAL REVENUES	\$438,541	\$661,295	\$801,724	\$1,537,936	\$1,178,738	\$1,500,003
TOTAL EXPENSES	\$426,954	\$495,572	\$567,634	\$1,089,975	\$1,178,738	\$1,500,003
SAVINGS/(DEFICITS)	\$11,587	\$165,723	\$234,090	\$447,962	–	–

Stormwater Fund

Utilities & Infrastructure Department

Mission Statement

The Utilities and Infrastructure Department is committed to infrastructure and utility asset management including long-term asset planning and proactive operation of utilities.

Major Services Provided

- National Pollutant Discharge Elimination System (NPDES) Phase II Permit Program
- Stormwater and Erosion Control inspections and compliance
- Flood Plain administration

Utilities & Infrastructure Department Budget Summary					
	FY19 Actual	FY20 Actual	FY21 Amended	FY22 Recommended	FY22 Approved
Salaries & Benefits	\$438,853	\$480,267	\$499,473	\$525,298	—
Operating Expenditures	\$117,401	\$141,656	\$320,260	\$388,908	—
Capital Outlay	—	\$6,305	\$80,100	—	—
Other Financing Uses	—	\$446,330	\$172,458	—	—
EXPENSE TOTALS	\$556,254	\$1,074,558	\$1,072,291	\$914,206	—

**In the FY22 Budget the Engineering Department Stormwater Management Program reorganized under the Utilities & Infrastructure Department*

Budget Changes

- None

Stormwater Fund

Development Services Department



Mission Statement

Development Services is committed to creating an atmosphere for the prosperity of businesses, contributing to our customer's and resident's success by providing helpful, timely and quality services through knowledge and professional expertise, and adhering to sustainable practices to ensure the public's health, safety, and general welfare.

Major Services Provided

- Current and Long-Range Planning
- Land Development Review
- Building Safety & Inspections
- Zoning, Code Enforcement, and Technical Services
- Central Permitting & Development Business Administration

Development Services Department Budget Summary					
	FY19 Actual	FY20 Actual	FY21 Amended	FY22 Recommended	FY22 Approved
Salaries & Benefits	–	–	–	\$71,498	–
Operating Expenditures	–	–	–	\$18,300	–
Capital Outlay	–	–	–	–	–
EXPENSE TOTALS	–	–	–	\$89,798	–

Budget Changes

- Two Development Plan Reviewer Positions and Equipment (Cost-shared with General and Utility Funds) (\$138,130)

Stormwater Fund

Central Services and Non-Departmental

Central Services Department

- The Central Services Department is a cost center managed by the Finance Department for centralized costs and utility bill payment for the Town

Central Services Department Budget Summary					
	FY19 Actual	FY20 Actual	FY21 Amended	FY22 Recommended	FY22 Approved
Salaries & Benefits	–	–	\$5,000	\$43,179	–
Operating Expenditures	\$11,380	\$15,416	\$101,447	\$78,298	–
EXPENSE TOTALS	\$11,380	\$15,416	\$106,447	\$121,477	–

Non-Departmental

- Transfers to other funds such as the PAYGO Fund, capital project funds, and capital reserve funds are budgeted as other financing uses within the Stormwater Fund and not assigned to a specific department

Non-Departmental Budget Summary					
	FY19 Actual	FY20 Actual	FY21 Amended	FY22 Recommended	FY22 Approved
Other Financing Uses	–	–	–	\$374,522	–
EXPENSE TOTALS	–	–	–	\$374,522	–



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Town of
**HOLLY
SPRINGS**
North Carolina

Debt Service & Other Funds



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Debt Service and Other Funds

Recommended Revenues & Expenditures

	FY19 Actual	FY20 Actual	FY21 Amended	FY22 Recommended	FY21 Approved
General Fund Debt Service Budget Summary					
Revenue	\$4,540,539	\$6,960,339	\$7,198,975	\$7,641,475	–
Expense	\$4,539,381	\$4,368,635	\$7,198,975	\$7,641,475	–
SAVINGS / (DEFICITS)	\$1,158	\$2,591,704	–	–	–
Utility Fund Debt Service Budget Summary					
Revenue	\$4,006,527	\$4,000,338	\$4,277,320	\$4,194,429	–
Expense	\$4,006,117	\$3,999,901	\$4,277,320	\$4,194,429	–
SAVINGS / (DEFICITS)	\$410	\$437	–	–	–
Powell Bill Street Maintenance Fund Budget Summary					
Revenue	–	–	–	\$882,000	–
Expense	–	–	–	\$882,000	–
SAVINGS / (DEFICITS)	–	–	–	–	–
Emergency Telephone System (911) Fund Budget Summary					
Revenue	\$238,064	\$173,182	\$236,786	\$246,216	–
Expense	\$170,969	\$152,995	\$236,786	\$246,216	–
SAVINGS / (DEFICITS)	\$67,095	\$20,187	–	–	–

Debt Service Funds

Debt Schedule Summary



General Fund Debt Service							
DEBT TYPE	FY22	FY23	FY24	FY25	FY26	Future Years*	Totals
General Obligation Bonds (GO Bonds)	\$3,204,115	\$3,202,450	\$3,150,300	\$3,091,450	\$3,032,600	\$26,216,900	\$41,897,815
Limited Obligation Bonds (LOBs)	\$2,234,600	\$2,194,200	\$2,143,875	\$3,428,500	\$3,332,675	\$23,538,876	\$36,872,726
Installment Financing	\$2,134,752	\$1,221,671	\$1,189,182	\$1,006,693	\$977,295	\$1,327,538	\$7,857,131
Other	\$-	\$-	\$1,805,271	\$-	\$-	\$-	\$1,805,271
TOTAL	\$7,573,467	\$6,618,321	\$8,288,628	\$7,526,643	\$7,342,570	\$51,083,314	\$88,432,943

Utility Fund Debt Service							
DEBT TYPE	FY22	FY23	FY24	FY25	FY26	Future Years*	Totals
General Obligation Bonds (GO Bonds)	\$791,303	\$793,020	\$789,270	\$791,071	\$787,220	\$6,832,595	\$10,784,479
Installment Financing	\$440,386	\$435,482	\$233,510	\$233,510	\$233,510	\$2,335,102	\$3,911,500
Other	\$1,042,043	\$1,023,668	\$1,005,293	\$986,918	\$968,542	\$3,690,421	\$8,716,885
Revenue Bonds	\$1,686,693	\$1,714,926	\$1,744,463	\$1,775,364	\$1,807,693	\$5,631,767	\$14,360,906
TOTAL	\$3,960,425	\$3,967,096	\$3,772,536	\$3,786,863	\$3,796,965	\$18,489,885	\$37,773,770

TOTALS	\$11,533,892	\$10,585,417	\$12,061,164	\$11,313,506	\$11,139,535	\$69,573,199	\$126,206,713
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*Includes issuance planned for June 2021 (Transportation Bond, Parks and Recreation Bond, Limited Obligation Bonds for FujiFilm)



Town of
**HOLLY
SPRINGS**
North Carolina

Community Investment Plan (CIP)



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Community Investment Plan (CIP)

Introduction

Introduction

The Community Investment Plan (CIP) is a five year plan that links the Town's infrastructure needs and financial resources with a timetable. The CIP is a multi-year long range plan that also acts as a policy document charting a course for capital improvements and Town development. Generally, the Town's CIP only includes capital improvements that either exceed \$100,000, involve the acquisition of land, or items deemed essential for future planning by the Town Manager or the Governing Body. The purchase of vehicles or equipment is excluded from the CIP unless deemed otherwise.

CIP Planning Process



The CIP is an ongoing process, and each year the plan is updated. The need or idea for investments can originate from the Mayor, Town Council, Residents, or Town staff. These items are compiled, assessed, and a plan is presented to the Governing Body with the Manager's Recommended Budget. The CIP's first year of expenditures are budgeted with years two through four as plans for future assessment and refinement.

Functions of the CIP

A CIP must be updated each year. Adopting a CIP does not end with the first year. Changing needs and priorities, emergencies, cost changes, mandates and changes in technology all require the CIP to be updated annually. The Town's public facilities, streets, parks, infrastructure, equipment, etc., are constantly in need of repair, replacement or expansion. A growing population will require additional or new facilities. These reasons require that the CIP be updated to maintain the financial solidity of the Town. The CIP achieves the following objectives as a component of the Town's budget and financial planning process:

- Focuses attention on community goals, needs, and capabilities
- Guides future community growth and development
- Advance planning ensures that projects are well thought out in advance of construction
- Provides for the orderly replacement of capital items
- Encourages a more efficient governmental administration as well as maintains a sound and stable financial program

continued next page

Community Investment Plan (CIP)

Introduction



Fiscal Policy Excerpt – Capital Improvement Budget Policy

1. The Town will prioritize all capital improvements in accordance with a capital improvement program.
2. The Town will develop a five-year plan for capital improvements and review and update the plan annually.
3. The Town will coordinate development of the capital improvement program with development of the operating budget.
4. The Town will use intergovernmental assistance to finance only those capital improvements that are consistent with the capital improvement plan and Town priorities.
5. The Town will maintain all its assets at a level adequate to protect the Town's capital investment and to minimize future maintenance and replacement costs.
6. The Town will identify the estimated costs and potential funding sources for each capital project proposal before it is submitted for approval.
7. The Town will attempt to determine the least costly and most flexible financing method for all new projects

Prioritization System

The Town uses a tiered prioritization system to assist in planning. The system is not meant to decide which projects are approved, but to help assess options and compare priorities across many different functional areas.

Priority Level			
Category Rating	High	Medium	Low
1	Level A		
2		Level B	
3			
4			Level C

The table is divided into three tiers:

- Level A – highest consideration for funding
- Level B – moderate consideration for funding
- Level C – lower consideration for funding

Community Investment Plan (CIP)

Introduction

A CIP project's tier is determined by its assessment of priority level and category rating. The horizontal axis is for scoring a project's priority level from high to medium to low.

High	• Project mandated by local, state, or federal regulations • Project is a top strategic priority of the Town Council • Project substantially reduces expenditures or increases revenues
Medium	• Project maintains existing service levels • Project results in better efficiency of service delivery or workplace productivity
Low	• Product expands service levels • Product expands quality of life

On the vertical axis of the prioritization system is the project's category rating. This is divided in four categories:

1. **Health/Safety/Welfare** - Projects that protect the health, safety, and welfare of the community and the employees serving it.
2. **Maintenance/Replacement** - Projects that provide for the maintenance of existing systems, infrastructure, and equipment.
3. **Expansion of Existing Programs** - Projects which enhance the existing systems and programs allowing for expansion of existing services.
4. **Expansion of New Programs** - Projects that allow for expansion into new programs and services.

The prioritization system is only designed to aid in decision-making. Staff works to assess both community investment needs but also funding availability. The Town Manager submits the CIP with the Recommended Budget and the final plan is approved by the Mayor and Town Council with the next fiscal year's operating budget.

PAYGO

PAYGO, which stands for "pay as you go" is a method for funding a project without taking out new debt or raising new revenues. PAYGO is used for one-time expenses and capital investments.

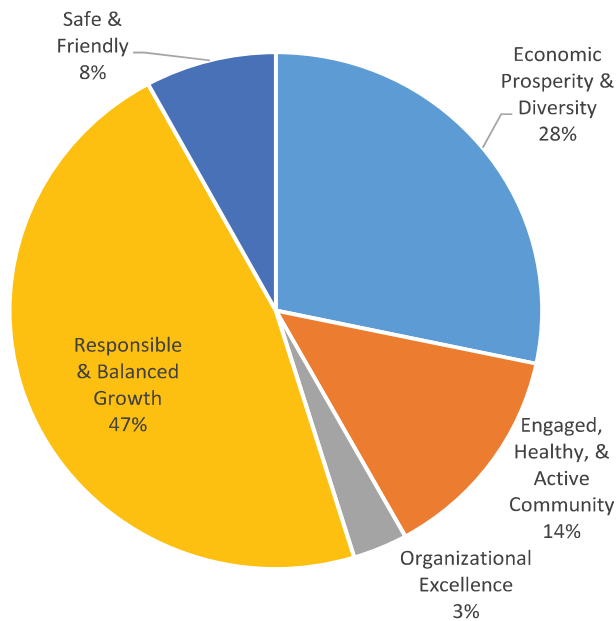
Community Investment Plan (CIP)

Projects by Strategic Priority Area



FY2021-2022 CIP Projects by Strategic Priority Area

Note - All projects listed below are only showing budgeted amounts for anticipated expenses occurring during the FY2021-22 fiscal year. These figures do not represent the full cost if expenses are anticipated to occur over multiple fiscal years. For a full project cost refer to the summary by project tables included at the end of the Community Investment Plan chapter.



FY2021-2022 CIP Projects by Strategic Priority Area	FY22
Economic Prosperity & Diversity	\$21,525,000
Engaged, Healthy, & Active Community	\$10,352,975
Organizational Excellence	\$2,431,500
Responsible & Balanced Growth	\$35,656,479
Safe & Friendly	\$6,055,000
TOTAL	\$76,020,954

Economic Prosperity and Diversity	FY22
Project Galaxy Economic Development	\$21,500,000
Downtown Development Investment Program (PAYGO)	\$25,000
TOTAL	\$21,525,000

Engaged, Healthy & Active Community	FY22
Arbor Creek Greenway Extension	\$3,720,000
New Park off Cass Holt Rd Phase I Construction	\$2,466,075
Utley Creek Greenway Phase II	\$2,350,000
Sunset Ridge North Greenway Connection	\$600,000
Bass Lake Dam Phase 3	\$500,000
Ting / North Main Athletic Complex Land	\$180,000
Ting Stadium Drainage Repairs	\$130,000
Sugg Farm Park Road Paving	\$130,000
Hunt Center Community Room Renovation	\$95,500
Greenway and Park Enhancements	\$69,000
Womble Park Path Retaining Wall	\$65,000
Hunt Center Front Lobby Area Renovation Planning and Design	\$25,000
Boardwalk & Bridge Replacement	\$22,400
TOTAL	\$10,352,975

Community Investment Plan (CIP)

Projects by Strategic Priority Area

Organizational Excellence	FY22
General Fund Vehicle Replacements	\$1,192,500
Utility Fund Vehicle Replacements	\$739,000
Supplemental Vehicle Replacements	\$350,000
General Government Facility Maintenance & Repair	\$75,000
Pay Classification Study	\$75,000
TOTAL	\$2,431,500

Responsible & Balanced Growth	FY22
Holly Springs Road Widening Phase II	\$14,910,600
Public Services Operations Campus	\$7,182,950
12 Oaks Pump Station Upgrade Phase 2	\$3,400,000
Holly Springs Rd Phase 2 Force Main Upsizing	\$2,460,000
NC 55 Bypass Right Turn Lane	\$2,000,000
Harnett County Booster Station Upgrade	\$2,000,000
Main Street Right Turn Lane	\$750,000
Holly Springs Business Park Pump Station - Phase 2 Upgrade	\$400,000
Bass Lake Pump Station Phase 2 Upgrade	\$400,000
Avent Ferry Road Re-alignment	\$300,000
Sanford Water Capacity	\$300,000
Smart Cities Intelligent Transportation System (ITS) Phase II Camera Installation	\$250,000
Sunset Ridge and Bass Lake Sewer Pumpstations Grinders	\$200,000
West Side Sewer Study and Force Main Route	\$180,000
Dewatering Press Upgrades	\$130,000
Affordable Housing Study	\$125,000
Utilities Risk & Resiliency Implementation Plan	\$125,000
Village District Area Plan Update	\$100,000
Pavement Condition Survey	\$80,000
Town Hall Main Lobby Permitting Renovations	\$77,929
Holly Glen Stormwater Pipe Repair	\$70,000
Watershed Masterplan Phase III	\$60,000
Oakhall Stormwater Pipe Repair	\$55,000
Allocation for Potential Traffic Signal Partnerships	\$50,000
Secondary & Cumulative Impact Mitigation Plan Update (Stormwater)	\$50,000
TOTAL	\$35,656,479

Safe & Friendly	FY22
Fire Station 3	\$5,815,000
Sidewalk, Pedestrian & Bike Safety	\$190,000
Neighborhood Traffic Safety/Calming	\$25,000
ADA Transition	\$25,000
TOTAL	\$6,055,000

Community Investment Plan (CIP)

5-Year CIP Funding Summary



GENERAL FUND								
DIVISION DESCRIPTION	PRIOR FYs	FY22	FY23	FY24	FY25	FY26	TOTALS	Future FYs
USES								
General Government	\$480,920	\$25,169,404	\$2,300,000	\$2,475,000	–	–	\$30,425,324	–
Public Safety	\$303,000	\$5,815,000	–	–	–	–	\$6,118,000	–
Parks and Recreation	\$5,950,727	\$10,352,975	\$2,192,555	\$1,185,271	\$1,000,000	–	\$20,681,528	–
PAYGO	\$400,000	\$1,040,000	\$360,000	\$385,000	\$385,000	\$385,000	\$2,955,000	\$385,000
Streets / Transportation	\$5,342,900	\$18,290,600	\$6,688,000	\$9,500,000	\$1,538,000	–	\$41,359,500	\$17,775,500
Fleet Replacement	–	\$1,192,500	\$1,600,000	\$1,600,000	\$1,600,000	\$1,600,000	\$7,592,500	\$1,600,000
TOTAL USES:	\$12,477,547	\$61,860,479	\$13,140,555	\$15,145,271	\$4,523,000	\$1,985,000	\$109,131,852	\$19,760,500
SOURCES								
Operating Budget	\$1,738,000	\$346,500	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$6,484,500	\$1,100,000
Installment Financing	–	\$9,984,475	\$2,800,000	\$2,975,000	\$500,000	\$500,000	\$16,759,475	\$500,000
Available Inspections Balance	\$305,920	\$345,929	–	–	–	–	\$651,849	–
PAYGO	\$400,000	\$1,040,000	\$360,000	\$385,000	\$385,000	\$385,000	\$2,955,000	\$385,000
Parks and Recreation Reserves	\$876,802	\$6,166,900	\$2,192,555	\$1,185,271	\$1,000,000	–	\$11,421,528	–
Streets Reserves	–	\$330,000	\$200,000	–	–	–	\$530,000	–
Grant Funding	–	\$5,445,000	\$1,000,000	–	–	–	\$6,445,000	–
Powell Bill Restricted Balance	–	–	\$1,538,000	–	\$1,538,000	–	\$3,076,000	\$1,538,000
2018 Transportation Bond	\$5,342,900	\$12,515,600	\$3,950,000	\$9,500,000	–	–	\$31,308,500	\$8,691,500
2011 Parks & Recreation Bond	\$3,813,925	\$4,186,075	–	–	–	–	\$8,000,000	–
Other Financing Sources	–	\$21,500,000	–	–	–	–	\$21,500,000	\$7,546,000
TOTAL SOURCES:	\$12,477,547	\$61,860,479	\$13,140,555	\$15,145,271	\$4,523,000	\$1,985,000	\$109,131,852	\$19,760,500

Community Investment Plan (CIP)

5-Year CIP Funding Summary

UTILITY FUND								
DIVISION DESCRIPTION	PRIOR FYs	FY22	FY23	FY24	FY25	FY26	TOTALS	Future FYs
USES								
Utility Administration	\$1,592,050	\$3,591,475	\$2,300,000	\$2,475,000	–	–	\$9,958,525	–
Water & Sewer Infrastructure	\$200,000	\$9,595,000	\$11,635,000	\$8,925,000	\$35,825,000	\$20,125,000	\$86,305,000	–
Utility Fleet Replacement	–	\$739,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,739,000	\$500,000
TOTAL USES:	\$1,792,050	\$13,925,475	\$14,435,000	\$11,900,000	\$36,325,000	\$20,625,000	\$99,002,525	\$500,000
SOURCES								
Operating Budget	–	\$85,500	\$500,000	\$500,000	\$500,000	\$500,000	\$2,085,500	\$500,000
Revenue Bonds	–	\$6,244,975	\$4,300,000	\$2,475,000	\$31,000,000	\$19,000,000	\$63,019,975	–
Capital / Utility Reserves	\$1,792,050	\$2,195,000	\$6,435,000	\$8,525,000	\$4,825,000	\$1,125,000	\$24,897,050	–
ARP Act	–	\$5,000,000	–	–	–	–	–	–
Grant Funding	–	\$400,000	\$3,200,000	\$400,000	–	–	\$4,000,000	–
TOTAL SOURCES:	\$1,792,050	\$13,925,475	\$14,435,000	\$11,900,000	\$36,325,000	\$20,625,000	\$94,002,525	\$500,000

STORMWATER FUND								
DIVISION DESCRIPTION	PRIOR FYs	FY22	FY23	FY24	FY25	FY26	TOTALS	Future FYs
USES								
Stormwater Projects	–	\$235,000	–	\$50,000	–	–	\$285,000	–
TOTAL USES:	–	\$235,000	–	\$50,000	–	–	\$285,000	–
SOURCES								
Operating Budget	–	\$235,000	–	–	–	–	\$235,000	–
Stormwater Reserves	–	–	–	\$50,000	–	–	\$50,000	–
TOTAL SOURCES:	–	\$235,000	–	\$50,000	–	–	\$285,000	–

TOTAL CIP (ALL FUNDS)								
DIVISION DESCRIPTION	PRIOR FYs	FY22	FY23	FY24	FY25	FY26	TOTALS	Future FYs
TOTAL USES:	\$14,269,597	\$76,020,954	\$27,575,555	\$27,095,271	\$40,848,000	\$22,610,000	\$208,419,377	\$20,260,500
TOTAL SOURCES:	\$14,269,597	\$76,020,954	\$27,575,555	\$27,095,271	\$40,848,000	\$22,610,000	\$208,419,377	\$20,260,500

Community Investment Plan (CIP)

Project Descriptions



FY2021-22 Community Investment Plan Projects

Note - All projects listed below are only showing budgeted amounts for anticipated expenses occurring during the FY2021-22 fiscal year. These figures do not represent the full cost if expenses are anticipated to occur over multiple fiscal years. For a full project cost refer to the summary by project tables included at the end of the Community Investment Plan chapter.

LEVEL-A (Highest Consideration for Funding)

Public Services Operations Campus (\$7,182,950) - Public Works has outgrown the current office space in an effort to keep up with the growth and demands of the community. To meet the growth needs, a new facility will be developed.

Project Galaxy Economic Development (\$21,500,000) - In partnership with Fujifilm Diosynth Biotechnologies, this project will bring a large economic development investment in the community.

Fire Station 3 (\$5,815,000) - Funding for construction of a permanent home for Fire Station 3.

Bass Lake Dam Phase 3 (\$500,000) - The North Carolina Department of Environmental Quality requires remediation for the dam at Bass Lake to control higher flood events and protect existing capital infrastructure downstream.

Hunt Center Front Lobby Area Renovation (\$25,000) - Design funding to determine the optimal layout and configuration to provide a safe and welcoming centralized access point for visitors to the Hunt Recreation Center.

Greenway and Park Enhancements (\$69,000) - Funding for greenway and park enhancements that provide visual appeal and a welcoming atmosphere to visitors.

Ting / North Main Athletic Complex Land (\$180,000) - Contribution towards funds owed to Wake County for land provided for the North Main Athletic Complex / Ting Park.

Main Street Right Turn Lane (\$750,000) - Adding a northbound right turn lane on Main Street at Holly Springs Road. This project will use part of the 2018 Transportation Bond.

NC 55 Bypass Right Turn Lane (\$2,000,000) - Adding a southbound right turn lane on the NC55 Bypass from Avent Ferry Road to Main Street. This project will use part of the 2018 Transportation Bond.

Avent Ferry road Re-Alignment (\$300,000) - Design funding for the Avent Ferry Road re-alignment from Cotton Ln to Stinson Ave via Pine Ave. This project will use part of the 2018 Transportation Bond.

Holly Springs Road Widening - Phase II (\$14,910,600) - Continue widening Holly Springs Road to a 4-lane median section with sidewalk from Flint Point Lane to Sunset Lake Road. This project will use part of the 2018 Transportation Bond.

Dewatering Press Upgrades (\$130,000) - Upgrades to the dewatering press at the waste water treatment plant that removes liquids from biosolids in order to increase efficiency of biosolid management practices.

Harnett County Booster Station Upgrade (\$2,000,000) - Construction to provide upgrades to the Harnett County booster station in order to maintain adequate water pressure and provide service for future development.

Utilities Risk & Resiliency Implementation Plan (\$125,000) - Pump station draw down and ongoing capacity monitoring as identified in the Risk and Resiliency Plan.

Sanford Water Capacity (\$300,000) - Design funding for the proposed future construction to establish a water line to Sanford.

Community Investment Plan (CIP)

Project Descriptions

Holly Springs Business Park Pump Station - Phase 2 Upgrade (\$400,000) - Design funding to provide capacity for future development and economic development projects in the business park.

LEVEL-B (Moderate Consideration for Funding)

Hunt Center Community Room Renovation (\$95,500) - The Hunt Center community room will be renovated with new lighting, flooring, drop ceiling, updated finishes, and updated HVAC to meet the demand of the space.

Ting Stadium Drainage Repairs (\$130,000) - Repair to deteriorating structural seams on the stadium concourse to prevent water seepage to the locker room and stadium clubhouse areas.

Sugg Farm Park Road Paving (\$130,000) - Mill and repave approximately 1,800 linear feet of park road within the Sugg Farm property.

Boardwalk & Bridge Replacement (\$22,400) - Design funding to reconstruct approximately 200 feet of existing boardwalk and a 24 foot bridge span of greenway which connects the Bridgewater neighborhood to the Arbor Creek trail.

Womble Park Path Retaining Wall (\$65,000) - Replace a retaining wall that supports a walking path along the Womble Park trail.

Arbor Creek Greenway Extension (\$3,720,000) - Designing and building of a greenway from Sunset Lake Road to Holly Springs Road that will incorporate the existing Arbor Creek Greenway and land on the south side of the Woodcreek Subdivision. This project will use part of the 2011 Parks and Recreation Bond.

New Park off Cass Holt Rd (\$2,466,075) - Phase 1 design and construction of acquired land west of Route 55 for future parks and recreational amenities. This project will use part of the 2011 Parks and Recreation Bond.

Utle Creek Phase II Greenway Connection (\$2,350,000) - Designing and building of a greenway from the Utle Creek Greenway to the Holly Glen Subdivision incorporating land north of the Waste Water Treatment Plant and the sewer easement between Holly Glen and the WWTP. This project will use part of the 2011 Parks and Recreation Bond.

Sunset Ridge North Greenway Connection (\$600,000) - Design and building an Arbor Creek / Middle Creek greenway connection for the Sunset Ridge North community.

Town Hall Main Lobby Permitting Renovations (\$77,929) - Renovations to the downstairs lobby of Town Hall for development services. Increased funding as a result of actual bids.

Pavement Condition Survey (\$80,000) - A survey to assess the road maintenance condition of Town roads for future repaving and repair.

Smart Cities Intelligent Transportation System Phase II (ITS) (\$250,000) - The first phase for establishing a Smart Cities Intelligent Transportation System included installing fiber to Town signals. Phase II will install cameras. A future Phase III will install software for actual signal monitoring and adjusting operations.

12 Oaks Pump Station Upgrade Phase II (\$3,400,000) - Construction to increase the capacity of the existing pump station in order to serve additional Town development.

Holly Springs Rd Phase 2 Force Main Upsizing (\$2,460,000) - Construction to lower and increase the size of the Holly Springs Rd force main to accommodate future development and coincide with the construction to widen Holly Springs Rd.

Community Investment Plan (CIP)

Project Descriptions



LEVEL-B Continued (Moderate Consideration for Funding)

Bass Lake Pump Station - Phase 2 Upgrade (\$400,000) - Design funding for the construction to install an 18 inch parallel line and upgrade the pump station for increased capacity

Sunset Ridge and Bass Lake Sewer Pumpstations Grinders (\$200,000) - Installing grinders at Sunset Ridge and Bass Lake sewer pump stations to keep debris from impacting station operations.

West Side Sewer Study and Force Main Route (\$180,000) - Study to determine future pump station locations and force main routes in alignment with the future land use plan.

Secondary & Cumulative Impact Mitigation Plan Update (\$50,000) - The Town regularly updates the plan to identify environmental sensitive areas for stormwater purposes.

Watershed Masterplan Phase III (\$60,000) - Final phase of the watershed master plan that will prescribe a prioritized list of retrofit projects to mitigate stormwater impact from development.

Holly Glen Stormwater Pipe Repair (\$70,000) - Repair to Holly Glen stormwater pipe that is creating a sinkhole and issue with sediments entering a nearby stream.

Oakhall Stormwater Pipe Repair (\$55,000) - Repairing stormwater pipe in Oakhall that is conveying water from the right of way through property and has failed.

PAYGO (Pay-as-you-go funding)

- **Downtown Development Investment Program** (\$25,000)
- **Allocation for Potential Traffic Signal Partnerships** (\$50,000)
- **Sidewalk, Pedestrian, and Bike Safety Improvements** (\$190,000)
- **Neighborhood Traffic Safety/Calming** (\$25,000)
- **ADA Improvements** (\$25,000)
- **General Government Facility Maintenance and Repair** (\$75,000)
- **Affordable Housing Study** (\$125,000)
- **Pay Classification Study** (\$75,000)
- **Village District Area Plan Update** (\$100,000)
- **Supplemental Vehicle Replacements** (\$350,000)

Fleet Replacement

- **General Fund Vehicles and Equipment** (\$1,192,500)
- **Utility Fund Vehicles and Equipment** (\$739,000)

Community Investment Plan (CIP)

Funding Level Summary FY2020-2021

Functional Area	Project Name	Priority Type	FY2021-2022 Capital Cost
LEVEL A			
General Government	Public Services Operations Campus	H-1	\$7,182,950
General Government	Project Galaxy Economic Development	H-1	\$21,500,000
Public Safety	Fire Station 3	H-2	\$5,815,000
Parks and Recreation	Bass Lake Dam Phase 3	H-1	\$500,000
Parks and Recreation	Hunt Center Front Lobby Area Renovation	M-1	\$25,000
Parks and Recreation	Greenway and Park Enhancements	M-1	\$69,000
Parks and Recreation	Ting / North Main Athletic Complex Land	H-1	\$180,000
Streets / Transportation	Main Street Right Turn Lane	H-1	\$750,000
Streets / Transportation	NC 55 Bypass Right Turn Lane	H-1	\$2,000,000
Streets / Transportation	Avent Ferry road Re-alignment	H-1	\$300,000
Streets / Transportation	Holly Springs Road Widening Phase II	H-1	\$14,910,600
Water and Sewer	Dewatering Press Upgrades	M-1	\$130,000
Water and Sewer	Harnett County Booster Station Upgrade	H-1	\$2,000,000
Water and Sewer	Risk & Resiliency Implementation Plan	H-1	\$125,000
Water and Sewer	Sanford Water Capacity and Linework	H-1	\$300,000
Water and Sewer	Holly Springs Business Park Pump Station - Phase 2 Upgrade	H-1	\$400,000
LEVEL B			
Parks and Recreation	Hunt Center Community Room Renovation	M-2	\$95,500
Parks and Recreation	Ting Stadium Drainage Repairs	M-2	\$130,000
Parks and Recreation	Sugg Farm Park Road Paving	M-2	\$130,000
Parks and Recreation	Boardwalk & Bridge Replacement	M-2	\$22,400
Parks and Recreation	Womble Park Path Retaining Wall	M-2	\$65,000
Parks and Recreation	Arbor Creek Greenway Extension	H-3	\$3,720,000
Parks and Recreation	New Park off Cass Holt Rd	H-4	\$2,466,075
Parks and Recreation	Utley Creek Phase II Greenway Connection	H-3	\$2,350,000
Parks and Recreation	Sunset Ridge North Greenway Connection	H-3	\$600,000
General Government	Town Hall Main Lobby Permitting Renovations	M-3	\$77,929
Streets / Transportation	Pavement Condition Survey	M-2	\$80,000
Streets / Transportation	Smart Cities Intelligent Transportation System Phase II (ITS)	H-3	\$250,000
Water and Sewer	12 Oaks Pump Station Upgrade Phase 2	M-3	\$3,400,000
Water and Sewer	Holly Springs Rd Phase 2 Force Main Upsizing	H-4	\$2,460,000

Priority Level	Category Type
H - High	1 - Health/Safety/Welfare
M - Medium	2 - Maintenance/Replacement
L - Low	3 - Expansion of Existing Programs
PAYGO - (PAY-AS-YOU-GO)	4 - Expansion of New Programs

Community Investment Plan (CIP)

Funding Level Summary FY2020-2021



LEVEL B - Continued			
Water and Sewer	Bass Lake Pump Station Phase 2 Upgrade	H-3	\$400,000
Water and Sewer	Sunset Ridge and Bass Lake Sewer Pumpstations Grinders	M-3	\$200,000
Water and Sewer	West Side Sewer Study and Force Main Route	M-3	\$180,000
Water and Sewer	Secondary & Cumulative Impact Mitigation Plan Update	M-2	\$50,000
Water and Sewer	Watershed Masterplan Phase III	M-2	\$60,000
Water and Sewer	Holly Glen Stormwater Pipe Repair	M-2	\$70,000
Water and Sewer	Oakhall Stormwater Pipe Repair	M-2	\$55,000
Fleet Replacement			
Fleet Replacement	General Fund Vehicles	H-1	\$1,192,500
Fleet Replacement	Utility Fund Vehicles	H-1	\$739,000
PAYGO			
PAYGO	Downtown Development Investment Program	N/A	\$25,000
PAYGO	Allocation for Potential Traffic Signal Partnerships	N/A	\$50,000
PAYGO	Sidewalk, Pedestrian & Bike Safety	N/A	\$190,000
PAYGO	Neighborhood Traffic Safety/Calming	N/A	\$25,000
PAYGO	ADA Transition	N/A	\$25,000
PAYGO	Facility Maintenance & Repair	N/A	\$75,000
PAYGO	Affordable Housing Study	N/A	\$125,000
PAYGO	Pay Classification Study	N/A	\$75,000
PAYGO	Supplemental Vehicle Replacements	N/A	\$350,000
PAYGO	Village District Area Plan Study	N/A	\$100,000
TOTAL			\$76,020,954

Priority Level	Category Type
H - High	1 - Health/Safety/Welfare
M - Medium	2 - Maintenance/Replacement
L - Low	3 - Expansion of Existing Programs
PAYGO - (PAY-AS-YOU-GO)	4 - Expansion of New Programs

Community Investment Plan (CIP)

General Government Summary - By Project

PROJECT TITLE	Priority Type	Prior FYs	FY22	FY23	FY24	FY25	FY26	Future FYs	TOTALS
Public Services Operations Campus	H-1	\$1,767,050	\$7,182,950	\$4,600,000	\$4,950,000	—	—	—	\$18,500,000
Project Galaxy Economic Development	H-1	—	\$21,500,000	—	—	—	—	—	\$21,500,000
Town Hall Main Lobby Permitting Renovations	M-3	\$305,920	\$77,929	—	—	—	—	—	\$383,849
TOTALS		\$2,072,970	\$28,760,879	\$4,600,000	\$4,950,000	—	—	—	\$40,383,849

Note - Public Services Operations Campus is cost shared by the General Fund and Utility Fund.

Community Investment Plan (CIP)

Public Safety Summary - By Project



PROJECT TITLE	Priority Type	Prior FYs	FY22	FY23	FY24	FY25	FY26	Future FYs	TOTALS
Fire Station 3	H-1	\$303,000	\$5,815,000	–	–	–	–	–	\$6,118,000
TOTALS		\$303,000	\$5,815,000	–	–	–	–	–	\$6,118,000

Community Investment Plan (CIP)

Parks and Recreation Summary - By Project

PROJECT TITLE	Priority Type	Prior FYs	FY22	FY23	FY24	FY25	FY26	Future FYs	TOTALS
Bass Lake Dam Phase 3	H-1	—	\$500,000	\$800,000	—	—	—	—	\$1,300,000
Hunt Center Community Room Renovation	M-2	—	\$95,500	—	—	—	—	—	\$95,500
Hunt Center Front Lobby Area Renovation	M-1	—	\$25,000	\$250,000	—	—	—	—	\$275,000
Ting Stadium Drainage Repairs	M-2	—	\$130,000	—	—	—	—	—	\$130,000
Sugg Farm Park Road Paving	M-2	—	\$130,000	—	—	—	—	—	\$130,000
Boardwalk & Bridge Replacement	H-2	—	\$22,400	\$128,800	—	—	—	—	\$151,200
Womble Park Path Retaining Wall	M-2	—	\$65,000	—	—	—	—	—	\$65,000
Greenway and Park Enhancements	M-1	—	\$69,000	—	—	—	—	—	\$69,000
Ting / North Main Athletic Complex Land	H-1	\$1,260,000	\$180,000	\$180,000	\$185,271	—	—	—	\$1,805,271
Arbor Creek Greenway Extension	H-3	\$552,200	\$3,720,000	—	—	—	—	—	\$4,272,200
New Park off Cass Holt Rd	H-4	\$3,813,925	\$2,466,075	—	—	—	—	—	\$6,280,000
Utley Creek Phase II Greenway Connection	H-3	\$324,602	\$2,350,000	—	—	—	—	—	\$2,674,602
Sunset Ridge North Greenway Connection	H-3	—	\$600,000	—	—	—	—	—	\$600,000
Future Greenway/Park Investments	M-1	—	—	\$833,755	\$1,000,000	\$1,000,000	—	—	\$2,833,755
TOTALS		\$5,950,727	\$10,352,975	\$2,192,555	\$1,185,271	\$1,000,000	—	—	\$20,681,528

Community Investment Plan (CIP)

Streets / Transportation - By Project



PROJECT TITLE	Priority Type	Prior FYs	FY22	FY23	FY24	FY25	FY26	Future FYs	TOTALS
Pavement Condition Survey	M-2	–	\$80,000	–	–	–	–	–	\$80,000
Avent Ferry Road Widening Phase II	H-1	–	–	–	–	–	–	\$7,546,000	\$7,546,000
Pavement Resurfacing	H-2	–	–	\$1,538,000	–	\$1,538,000	–	\$1,538,000	\$4,614,000
Smart Cities Intelligent Transportation System (ITS) Phase II	H-3	–	\$250,000	\$200,000	–	–	–	–	\$450,000
Main Street Right Turn Lane	H-1	\$163,000	\$750,000	–	–	–	–	–	\$913,000
NC 55 Bypass Right Turn Lane	H-1	\$420,000	\$2,000,000	–	–	–	–	–	\$2,420,000
Avent Ferry Road Re-alignment	H-1	\$960,500	\$300,000	\$3,700,000	–	–	–	–	\$4,960,500
Holly Springs Road Widening - Ph II	H-1	\$3,799,400	\$14,910,600	–	–	–	–	–	\$18,710,000
Grigsby Avenue Improvements	H-1	–	–	\$750,000	\$5,750,000	–	–	–	\$6,500,000
Estes Lane Connection	H-1	–	–	\$500,000	\$3,750,000	–	–	–	\$4,250,000
Partnership Projects	H-1	–	–	–	–	–	–	\$8,691,500	\$8,691,500
TOTALS		\$5,342,900	\$18,290,600	\$6,688,000	\$9,500,000	\$1,538,000	–	\$28,002,250	\$59,135,000

Community Investment Plan (CIP)

Water and Sewer Summary - By Project

PROJECT TITLE	Priority Type	Prior FYs	FY22	FY23	FY24	FY25	FY26	Future FYs	TOTALS
12 Oaks Pump Station Upgrade Ph 2	M-3	—	\$3,400,000	\$1,600,000	—	—	—	—	\$5,000,000
Dewatering Press Upgrades	M-1	—	\$130,000	—	—	—	—	—	\$130,000
Utley Creek Water Reclamation Facility (UCWRF) 8 Million Gallons per Day (MGD) Expansion	H-2	—	—	—	—	\$1,000,000	\$19,000,000	—	\$20,000,000
Harnett County Booster Station Upgrade	H-1	\$200,000	\$2,000,000	\$2,000,000	—	—	—	—	\$4,200,000
East Regional Pump Station	H-4	—	—	\$300,000	\$100,000	\$4,000,000	—	—	\$4,400,000
Easton Acres Pump Station Abandonment and Extension to 12 Oaks Station	M-2	—	—	\$400,000	\$2,000,000	—	—	—	\$2,400,000
Holly Springs Rd Phase 2 Force Main Increased Size	H-4	—	\$2,460,000	—	—	—	—	—	\$2,460,000
Utilities Risk & Resiliency Implementation Plan	H-1	—	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000	—	\$625,000
Reclaimed Master Plan	M-2	—	—	\$120,000	—	—	—	—	\$120,000
Bass Lake Pump Station Phase 2 Upgrade	H-3	—	\$400,000	\$1,500,000	\$1,100,000	—	—	—	\$3,000,000
Sanford Water Capacity	H-1	—	\$300,000	—	\$5,000,000	\$30,000,000	—	—	\$35,300,000
Sunset Ridge and Bass Lake Sewer Pumpstations Grinders	M-3	—	\$200,000	—	—	—	—	—	\$200,000
Pump Station SCADA Upgrade	H-1	—	—	\$1,115,000	—	—	—	—	\$1,115,000
Sunset Ridge Pump Station Upgrade	M-3	—	—	\$800,000	—	—	—	—	\$800,000
Middle Creek Pump Station Upgrade	L-1	—	—	—	—	\$200,000	\$1,000,000	—	\$1,200,000
Union Ridge Pump Station - Phase 2 Upgrade	H-3	—	—	—	\$200,000	\$500,000	—	—	\$700,000
West Side Sewer Study and Force Main Route	M-3	—	\$180,000	\$110,000	—	—	—	—	\$290,000
Utley Creek Water Reclamation Facility (UCWRF) Main 48" Gravity Line Rehabilitation	M-2	—	—	\$115,000	—	—	—	—	\$115,000
Holly Springs Business Park Pump Station Phase 2 Upgrade	H-1	—	\$400,000	\$3,200,000	\$400,000	—	—	—	\$4,000,000
Unidirectional Flushing Plan	M-3	—	—	\$250,000	—	—	—	—	\$250,000
TOTALS		\$200,000	\$9,595,000	\$11,635,000	\$8,925,000	\$35,825,000	\$20,125,000	—	\$86,305,000

Community Investment Plan (CIP)

Stormwater - By Project



PROJECT TITLE	Priority Type	Prior FYs	FY22	FY23	FY24	FY25	FY26	Future FYs	TOTALS
Secondary & Cumulative Impact Mitigation Plan Update	M-2	—	\$50,000	—	\$50,000	—	—	—	\$100,000
Watershed Masterplan Phase III	M-2	—	\$60,000	—	—	—	—	—	\$60,000
Holly Glen Stormwater Pipe Repair	M-2	—	\$70,000	—	—	—	—	—	\$70,000
Oakhall Stormwater Pipe Repair	M-2	—	\$55,000	—	—	—	—	—	\$55,000
TOTALS		—	\$235,000	—	\$50,000	—	—	—	\$155,000

Community Investment Plan (CIP)

Fleet Replacement Summary

PROJECT TITLE	Priority Type	Prior FYs	FY22	FY23	FY24	FY25	FY26	Future FYs	TOTALS
General Fund Vehicles	H-1	—	\$1,192,500	\$1,600,000	\$1,600,000	\$1,600,000	\$1,600,000	\$1,600,000	\$9,192,500
Utility Fund Vehicles	H-1	—	\$739,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$3,239,000
TOTALS		—	\$1,931,500	\$2,100,000	\$2,100,000	\$2,100,000	\$2,100,000	\$2,100,000	\$12,431,500

Community Investment Plan (CIP)

Pay-As-You-Go (PAYGO)



PROJECT TITLE	Priority Type	Prior FYs	FY22	FY23	FY24	FY25	FY26	Future FYs	TOTALS
Downtown Development Investment Program	PAYGO	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$175,000
Allocation for Potential Traffic Signal Partnerships	PAYGO	\$100,000	\$50,000	–	–	–	–	–	\$150,000
Sidewalk, Pedestrian & Bike Safety	PAYGO	\$150,000	\$190,000	\$200,000	\$225,000	\$225,000	\$225,000	\$225,000	\$1,440,000
Neighborhood Traffic Safety/Calming	PAYGO	\$25,000	\$25,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$200,000
ADA Transition	PAYGO	\$25,000	\$25,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$200,000
Facility Maintenance & Repair	PAYGO	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$525,000
Housing Study	PAYGO	–	\$125,000	–	–	–	–	–	\$125,000
Pay Classification Study	PAYGO	–	\$75,000	–	–	–	–	–	\$75,000
Supplemental Vehicle Replacements	PAYGO	–	\$350,000	–	–	–	–	–	\$350,000
Village District Area Plan Update	PAYGO	–	\$100,000	–	–	–	–	–	\$100,000
TOTALS		\$400,000	\$1,040,000	\$360,000	\$385,000	\$385,000	\$385,000	\$385,000	\$3,340,000



Town of
**HOLLY
SPRINGS**
North Carolina

Salary & Position List



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Salary & Position List

Salary Schedule

Salary Schedule 2020-2021 Fiscal Year			
Salary Grade	Minimum	Mid	Maximum
69	\$32,442	\$43,115	\$53,789
70	\$34,066	\$45,275	\$56,484
71	\$35,769	\$47,538	\$59,306
72	\$37,559	\$49,916	\$62,274
73	\$39,433	\$52,408	\$65,384
74	\$41,405	\$55,028	\$68,651
75	\$43,575	\$57,831	\$72,087
76	\$45,651	\$60,672	\$75,693
77	\$47,932	\$63,704	\$79,477
78	\$50,331	\$66,891	\$83,452
79	\$52,846	\$70,235	\$87,624
80	\$55,488	\$73,746	\$92,005
81	\$58,263	\$77,434	\$96,605
82	\$61,176	\$81,305	\$101,434
83	\$64,235	\$85,371	\$106,507
84	\$67,447	\$89,640	\$111,833
85	\$70,819	\$94,121	\$117,423
86	\$74,362	\$98,830	\$123,299
87	\$78,081	\$103,773	\$129,465
88	\$81,984	\$108,959	\$135,935
89	\$86,081	\$114,405	\$142,729
90	\$90,388	\$120,129	\$149,870
91	\$94,908	\$126,137	\$157,365
92	\$99,651	\$132,441	\$165,231
93	\$104,634	\$139,063	\$173,493

*Includes a 1.7% market adjustment to salary grades effective 7/1/2021

**Police and Fire Trainee positions are funded at 75% of their position's full-time salary grade minimum.

Salary & Position List

New Positions



New Positions 2021-2022 Fiscal Year		
Department	Job Title	Salary Grade
Town Manager's Office	Sustainability Coordinator	80
Development Services	Building Code Inspector (I-III)	77-80
Development Services	Building Code Inspector (I-III)	77-80
Development Services	Building Code Inspector (I-III)	77-80
Development Services	Planner II	80
Finance	Purchaser/Buyer	75
Fire and Rescue	Fire Fighter	74
Fire and Rescue	Fire Fighter	74
Fire and Rescue	Fire Fighter	74
Fire and Rescue	Fire Engineer	77
Fire and Rescue	Fire Engineer	77
Fire and Rescue	Fire Engineer	77
Fire and Rescue	Fire Lieutenant	79
Fire and Rescue	Fire Lieutenant	79
Fire and Rescue	Fire Lieutenant	79
Fire and Rescue	Fire Captain	80
Fire and Rescue	Fire Captain	80
Fire and Rescue	Fire Captain	80
Fire and Rescue	Fire Inspector	76
Parks and Recreation	Reservation Specialist	73
Police	Training, Recruitment, and Personnel Lieutenant	83
Police	Traffic Negotiation Officer	77
Police	Traffic Negotiation Officer	77
Public Works	Facilities Maintenance Mechanic	72
Public Works	Fleet Services Shop Foreman	80
Utilities & Infrastructure	Project Manager	83
Utilities & Infrastructure	Senior Engineer	84
Development Services	Development Business Coordinator	75
Development Services	Development Inspector	79
Development Services	Development Inspector	79
Development Services	Utilities Plan Reviewer	81
Finance	Customer Service / Operations Manager	78
Utilities & Infrastructure	Utilities Locator	72
Utilities & Infrastructure	Industrial Maintenance Supervisor	79
Utilities & Infrastructure	WWTP Chief Operator	79
Utilities & Infrastructure	WWTP Electrical and Instrumentation Technician	75
Development Services	Development Plan Reviewer	81
Development Services	Development Plan Reviewer	81

Salary & Position List

Reclassification Plan

Position Reclassifications				
2021-2022 Fiscal Year				
Current Title	Current Salary Grade	Proposed Title	Proposed Salary Grade	Position Number
Senior Police Officer	78	Police Investigator	80	418-015
Senior / Police Officer	77/78	Police Investigator	80	TBD
Planning and Zoning Director	90	Development Services Director	90	417-007
Telecommunications Supervisor	81	Telecommunications Manager	81	418-045
Senior Telecommunicator	74	Telecommunications Supervisor	74	418-039
Senior Telecommunicator	74	Telecommunications Supervisor	74	418-041
Police Officer / Senior / Master	77 / 78 / 79	Police Corporal	80	TBD
Police Officer / Senior / Master	77 / 78 / 79	Police Corporal	80	TBD
Police Officer / Senior / Master	77 / 78 / 79	Police Corporal	80	TBD
Police Officer / Senior / Master	77 / 78 / 79	Police Corporal	80	TBD
Police Officer / Senior / Master	77 / 78 / 79	Police Corporal	80	TBD

Salary & Position List



Position List		
Title	Position	Grade
Town Manager's Office		
Town Manager	412-001	N/A
Assistant Town Manager	412-002	93
Assistant Town Manager	412-008	93
Budget, Innovation & Strategic Initiatives Manager	413-013	81
Sustainability Coordinator	FY22 Recommended Position	80
Town Attorney		
Town Attorney	412-003	92
Paralegal	412-009	75
Human Resources		
Human Resources Director	412-004	90
Human Resources Analyst	412-007	76
Human Resources Analyst	Unassigned	76
Information Technology		
Chief Information Officer	414-002	90
Operations Manager	414-003	83
Systems Analyst	414-006	81
IT Business Analyst	414-005	80
GIS Analyst	414-007	80
GIS Analyst	432-016	80
IT Technician	414-004	79
IT Technician	414-001	79
GIS Planning Technician	417-007	77
Town Clerk		
Town Clerk	411-001	88
Admin Assistant / Deputy Town Clerk	411-002	73
Communications and Marketing		
Communications and Marketing Director	411-004	89
Senior Marketing and Communications Specialist	411-005	80
Public Information Officer	411-003	80

Salary & Position List

Position List		
Title	Position	Grade
Finance		
Finance Director	413-001	90
Assistant Finance Director	413-003	83
Accounting & Finance Manager	413-002	81
Purchasing Manager	413-015	81
Accountant	413-010	80
Business Analyst	413-011	80
Meter Services Supervisor	434-005	75
Accounts Payable Specialist	413-004	74
Payroll Specialist	413-005	74
Accounting Technician	413-014	74
Customer Accounts Specialist	413-009	73
Utility Billing Specialist	413-006	73
Lead Meter Services Technician	422-039	73
Customer Service Representative	413-012	71
Customer Service Representative	413-008	71
Meter Services Technician	422-026	70
Meter Services Technician	413-007	70
Customer Service / Operations Manager	FY22 Recommended Position	78
Purchaser / Buyer	FY22 Recommended Position	75
Economic Development		
Economic Development Director	416-001	89
Small Business Program Manager	416-002	79

Salary & Position List



Position List		
Title	Employee	Grade
Police Department		
Police Chief	418-001	91
Police Captain	418-005	85
Police Captain	418-002	85
Police Lieutenant	418-004	83
Police Lieutenant	418-049	83
Police Lieutenant	418-052	83
Administrative Services Manager	418-060	82
Police Sergeant	418-024	81
Police Sergeant	418-011	81
Police Sergeant	418-012	81
Police Sergeant	418-013	81
Police Sergeant	418-017	81
Police Sergeant	418-010	81
Police Sergeant	418-048	81
Police Sergeant	418-009	81
Police Sergeant	418-038	81
Police Investigator	418-008	80
Police Investigator	418-007	80
Police Investigator	418-006	80
Police Investigator	418-070	80
Police Investigator	418-071	80
Police Investigator	418-061	80
Police Officer / Senior / Master	418-074	77 / 78 / 79
Police Officer / Senior / Master	418-031	77 / 78 / 79
Police Officer / Senior / Master	418-032	77 / 78 / 79
Police Officer / Senior / Master	418-064	77 / 78 / 79
Police Officer / Senior / Master	418-034	77 / 78 / 79
Police Officer / Senior / Master	418-050	77 / 78 / 79
Police Officer / Senior / Master	418-080	77 / 78 / 79
Police Officer / Senior / Master	418-033	77 / 78 / 79
Police Officer / Senior / Master	418-069	77 / 78 / 79
Police Officer / Senior / Master	418-044	77 / 78 / 79
Police Officer / Senior / Master	418-053	77 / 78 / 79

Salary & Position List

Position List		
Title	Employee	Grade
Police Department - continued		
Police Officer / Senior / Master	418-015	77 / 78 / 79
Police Officer / Senior / Master	418-023	77 / 78 / 79
Police Officer / Senior / Master	418-016	77 / 78 / 79
Police Officer / Senior / Master	418-051	77 / 78 / 79
Police Officer / Senior / Master	418-058	77 / 78 / 79
Police Officer / Senior / Master	418-043	77 / 78 / 79
Police Officer / Senior / Master	418-022	77 / 78 / 79
Police Officer / Senior / Master	418-079	77 / 78 / 79
Police Officer / Senior / Master	418-082	77 / 78 / 79
Police Officer / Senior / Master	418-083	77 / 78 / 79
Police Officer / Senior / Master	418-021	77 / 78 / 79
Police Officer / Senior / Master	418-062	77 / 78 / 79
Police Officer / Senior / Master	418-028	77 / 78 / 79
Police Officer / Senior / Master	418-068	77 / 78 / 79
Police Officer / Senior / Master	418-075	77 / 78 / 79
Police Officer / Senior / Master	418-020	77 / 78 / 79
Police Officer / Senior / Master	418-057	77 / 78 / 79
Police Officer / Senior / Master	418-026	77 / 78 / 79
Police Officer / Senior / Master	418-059	77 / 78 / 79
Police Officer / Senior / Master	418-063	77 / 78 / 79
Police Officer / Senior / Master	418-084	77 / 78 / 79
Police Officer / Senior / Master	418-085	77 / 78 / 79
Police Officer / Senior / Master	418-086	77 / 78 / 79
Police Officer / Senior / Master	418-003	77 / 78 / 79
Police Officer / Senior / Master	418-019	77 / 78 / 79
Police Officer / Senior / Master	418-027	77 / 78 / 79
Police Officer / Senior / Master	418-076	77 / 78 / 79
Police Officer / Senior / Master	418-014	77 / 78 / 79
Police Officer / Senior / Master	418-030	77 / 78 / 79
Police Officer / Senior / Master	418-077	77 / 78 / 79
Police Officer / Senior / Master	418-029	77 / 78 / 79
Police Officer / Senior / Master	418-078	77 / 78 / 79
Police Officer / Senior / Master	418-025	77 / 78 / 79

Salary & Position List



Position List		
Title	Employee	Grade
Police Department - continued		
Police Officer / Senior / Master	418-054	77 / 78 / 79
Police Officer / Senior / Master	418-067	77 / 78 / 79
Police Officer / Senior / Master	418-081	77 / 78 / 79
Police Officer / Senior / Master	418-018	77 / 78 / 79
Animal Control Supervisor	418-087	75
Police Records Clerk	418-037	73
Animal Control Officer	418-036	72
Animal Control Officer	418-035	72
Training, Recruitment, and Personnel Lieutenant	FY22 Recommended Position	83
Traffic Negotiation Officer	FY22 Recommended Position	77
Traffic Negotiation Officer	FY22 Recommended Position	77
Telecommunications		
Telecommunications Manager	418-045	81
Telecommunications Supervisor	418-039	74
Telecommunications Supervisor	418-041	74
Telecommunicator I / II / Senior	418-046	73
Telecommunicator I / II / Senior	418-040	73
Telecommunicator I / II / Senior	418-065	73
Telecommunicator I / II / Senior	418-056	73
Telecommunicator I / II / Senior	418-047	73
Telecommunicator I / II / Senior	418-055	73
Telecommunicator I / II / Senior	418-072	73
Telecommunicator I / II / Senior	418-042	73
Telecommunicator I / II / Senior	418-073	73
Telecommunicator I / II / Senior	418-066	73

Salary & Position List

Position List		
Title	Employee	Grade
Fire and Rescue		
Fire Chief	420-001	91
Assistant Fire Chief	420-003	85
Assistant Fire Chief	420-054	85
Assistant Fire Chief	420-002	85
Fire Battalion Chief	420-006	82
Fire Battalion Chief	420-004	82
Fire Battalion Chief	420-005	82
Fire Captain	420-031	80
Fire Captain	420-030	80
Fire Training Coordinator	420-044	80
Fire Captain	420-019	80
Fire Captain	420-029	80
Fire Captain	420-036	80
Fire Captain	420-027	80
Fire Lieutenant	420-010	79
Fire Lieutenant	420-015	79
Fire Lieutenant	420-028	79
Fire Lieutenant	420-007	79
Fire Lieutenant	420-011	79
Fire Lieutenant	420-013	79
Fire Life Safety Educator	420-009	78
Fire Engineer	420-014	77
Fire Engineer	420-052	77
Fire Engineer	420-051	77
Fire Engineer	420-053	77
Fire Engineer	420-024	77
Fire Engineer	420-057	77
Fire Engineer	420-055	77
Fire Engineer	420-056	77
Fire Inspector	420-058	75
Fire Fighter I - II	420-043	74 / 75
Fire Fighter I - II	420-037	74 / 75
Fire Fighter I - II	420-046	74 / 75

Salary & Position List



Position List		
Title	Employee	Grade
Fire & Rescue - continued		
Fire Fighter I - II	420-034	74 / 75
Fire Fighter I - II	420-047	74 / 75
Fire Fighter I - II	420-016	74 / 75
Fire Fighter I - II	420-032	74 / 75
Fire Fighter I - II	420-022	74 / 75
Fire Fighter I - II	420-048	74 / 75
Fire Fighter I - II	420-033	74 / 75
Fire Fighter I - II	420-050	74 / 75
Fire Fighter I - II	420-045	74 / 75
Fire Fighter I - II	420-008	74 / 75
Fire Fighter I - II	420-020	74 / 75
Fire Fighter I - II	420-012	74 / 75
Fire Fighter I - II	420-018	74 / 75
Fire Fighter I - II	420-023	74 / 75
Fire Fighter I - II	420-040	74 / 75
Fire Fighter I - II	420-039	74 / 75
Fire Fighter I - II	420-017	74 / 75
Fire Fighter I - II	420-026	74 / 75
Fire Fighter I - II	420-038	74 / 75
Fire Fighter I - II	420-041	74 / 75
Fire Fighter I - II	420-021	74 / 75
Fire Fighter I - II	420-042	74 / 75
Fire Fighter I - II	420-049	74 / 75
Fire Fighter I - II	420-035	74 / 75
Administrative Assistant	420-025	73
Fire Captain	FY22 Recommended Position	80
Fire Captain	FY22 Recommended Position	80
Fire Captain	FY22 Recommended Position	80
Fire Lieutenant	FY22 Recommended Position	79
Fire Lieutenant	FY22 Recommended Position	79
Fire Lieutenant	FY22 Recommended Position	79
Fire Engineer	FY22 Recommended Position	77
Fire Engineer	FY22 Recommended Position	77

Salary & Position List

Position List		
Title	Employee	Grade
Fire & Rescue - continued		
Fire Engineer	FY22 Recommended Position	77
Fire Fighter	FY22 Recommended Position	74 / 75
Fire Fighter	FY22 Recommended Position	74 / 75
Fire Fighter	FY22 Recommended Position	74 / 75
Fire Inspector	FY22 Recommended Position	75
Public Works		
Public Works Director	422-001	90
Fleet Services Manager	422-060	81
Solid Waste Manager	422-061	78
Facility Maintenance Supervisor	425-034	78
Concrete Repair Supervisor	422-037	76
Street Maintenance Supervisor	422-011	75
Solid Waste Supervisor	422-004	75
Fleet Services Mechanic	422-036	74
Fleet Services Mechanic	422-042	74
Street Maintenance Crewleader	422-012	73
Administrative Assistant	422-003	73
Facilities Maintenance Mechanic	425-036	72
Public Works Technician	422-058	70
Public Works Technician	422-049	70
Public Works Technician	434-009	70
Public Works Technician	422-018	70
Public Works Technician	422-047	70
Public Works Technician	422-053	70
Public Works Technician	422-057	70
Public Works Technician	422-016	70
Public Works Technician	422-063	70
Public Works Technician	422-014	70
Public Works Technician	422-013	70
Public Works Technician	422-038	70
Public Works Technician	422-017	70
Public Works Technician	422-059	70
Public Works Technician	422-006	70

Salary & Position List



Position List		
Title	Employee	Grade
Public Works - continued		
Public Works Technician	422-007	70
Public Works Technician	422-010	70
Public Works Technician	422-008	70
Public Works Technician	422-041	70
Public Works Technician	422-031	70
Public Works Technician	422-048	70
Public Works Technician	422-009	70
Public Works Technician	422-005	70
Public Works Technician	422-054	70
Public Works Technician	Unassigned	70
Fleet Services Shop Foreman	FY22 Recommended Position	80
Facilities Maintenance Mechanic	FY22 Recommended Position	72
Parks and Recreation		
Parks and Recreation Director	425-001	90
Assistant Parks and Recreation Director	425-002	84
Cultural Center Manager	425-003	81
Hunt Center Manager	425-032	81
Park Manager	425-005	80
Park Maintenance Superintendent	425-004	79
Park Planner	425-038	79
Sports Complex Manager	425-033	79
Administrative Manager	425-035	77
Marketing & Special Events Coordinator	425-008	77
Recreation Program Supervisor	425-024	77
Recreation Program Supervisor	425-023	77
Recreation Program Supervisor	425-022	77
Park Naturalist	425-006	75
Recreation Program Specialist	425-009	74
Recreation Program Specialist	425-025	74
Recreation Program Specialist	425-021	74
Recreation Program Specialist	425-026	74
Lead Park Maintenance Tech	425-013	73
Lead Park Maintenance Tech	425-037	73

Salary & Position List

Position List		
Title	Employee	Grade
Parks and Recreation - continued		
Theater Production Technician	425-031	73
Park Program Assistant	425-029	72
Senior Park Maintenance Tech	425-012	72
Sr Recreation Customer Service Rep	425-010	72
Sr Recreation Customer Service Rep	425-011	72
Facilities Maintenance Technician	425-020	71
Park Maintenance Technician	425-014	71
Park Maintenance Technician	425-030	71
Park Maintenance Technician	425-018	71
Park Maintenance Technician	425-015	71
Park Maintenance Technician	425-016	71
Park Maintenance Technician	425-027	71
Park Maintenance Technician	425-017	71
Park Maintenance Technician	425-019	71
Recreation Customer Service Rep	425-028	71
Recreation Customer Service Rep	425-007	71
Reservation Specialist	FY22 Recommended Position	73
Utilities & Infrastructure		
Executive Director of Utilities & Infrastructure Services	432-001	92
Water Resources Director	434-001	89
Principal Engineer	432-002	85
Facilities & Site Project Manager	412-006	84
Project Engineer	432-026	83
Utility Engineer	432-028	83
Transportation Engineer	432-027	83
WRF Operations Manager	434-002	83
Project Engineer	432-005	83
Collection & Distribution Manager	422-034	83
Stormwater Administrator	432-006	82
Environmental Specialist	432-015	80
Business Asset Manager	432-017	80
Environmental Compliance Manager	434-010	79
Environmental Technician	432-020	79

Salary & Position List



Position List		
Title	Employee	Grade
Utilities & Infrastructure - continued		
Erosion Control Inspector	432-103	79
Engineering Technician	432-024	78
WRF Mechanic/Operator / Senior	434-003	75 / 77
WRF Mechanic/Operator / Senior	434-014	75 / 77
WRF Mechanic/Operator / Senior	434-013	75 / 77
WRF Mechanic/Operator / Senior	434-008	75 / 77
WRF Mechanic/Operator / Senior	434-016	75 / 77
WRF Mechanic/Operator / Senior	434-012	75 / 77
Distribution System Field Supervisor	422-025	76
Collection System Field Supervisor	422-019	76
Reclaimed Water Coordinator	434-015	76
Asset Management Coordinator/ADA	422-002	75
Pump Maintenance Mechanic /Specialist	434-007	75
Infrastructure Coordinator	432-018	74
Utility Maintenance Specialist	434-004	74
Lab Analyst	434-017	74
Lab Analyst	434-011	74
Equipment Operator	422-029	73
Utilities Locator	422-020	72
Utilities Locator	422-021	72
Senior Public Works Technician	422-033	72
Utility Permitting Specialist	432-019	71
Cross Connection / Backflow Tester	422-027	70
Utility Technician	422-024	70
Utility Technician	422-052	70
Utility Technician	422-030	70
Utility Technician	422-056	70
Utility Technician	422-023	70
Utility Technician	434-006	70
Utility Technician	422-022	70
Utility Technician	422-046	70
Utility Technician	422-032	70
Utility Technician	422-051	70

Salary & Position List

Position List		
Title	Employee	Grade
Utilities & Infrastructure - continued		
Utility Technician	422-050	70
Utility Technician	422-015	70
Utility Technician	422-055	70
Senior Engineer	FY22 Recommended Position	84
Project Manager	FY22 Recommended Position	83
Industrial Maintenance Supervisor	FY22 Recommended Position	79
WWTP Chief Operator	FY22 Recommended Position	79
WWTP Electrical and Instrumentation Technician	FY22 Recommended Position	75
Utilities Locator	FY22 Recommended Position	72

Salary & Position List



Position List		
Title	Employee	Grade
Development Services		
Development Services Director	417-001	90
Land Development Division Manager	432-003	85
Chief Building Official	415-001	85
Development Construction Manager	432-007	83
Customer Service and Compliance Division Manager	417-005	83
Current Planning Manager	417-002	83
Development Review Engineer	432-004	82
Senior Planner	417-003	82
Development Plans Reviewer	432-008	81
Plans Reviewer Supervisor	415-014	81
Plans Reviewer Supervisor	415-002	81
Inspection Supervisor	415-004	81
Development Construction Coordinator	432-009	81
Development Plans Reviewer	432-022	81
Planner II	417-004	80
Senior Development Inspector	432-023	80
Transportation Planner	432-029	80
Planner I	417-010	79
Central Permitting Supervisor	415-015	79
Development Inspector	432-010	79
Development Inspector	432-021	79
Development Inspector	432-012	79
Development Inspector	432-011	79
Zoning Compliance Officer	417-009	78
Building Code Inspector (I-III)	415-009	77 / 79 / 80
Building Code Inspector (I-III)	415-016	77 / 79 / 80
Building Code Inspector (I-III)	415-005	77 / 79 / 80
Building Code Inspector (I-III)	415-003	77 / 79 / 80
Building Code Inspector (I-III)	415-007	77 / 79 / 80
Code Compliance/Safety Officer	415-010	76
Development Review Coordinator	417-006	75
Development Technician	417-011	73
Permit Specialist	415-017	71

Salary & Position List

Position List		
Title	Employee	Grade
Development Services - continued		
Permit Assistant	415-012	71
Administrative Specialist	432-025	71
Planning/Permit Technician	Unassigned	74
Utilities Plan Reviewer	FY22 Recommended Position	81
Development Plan Reviewer	FY22 Recommended Position	81
Development Plan Reviewer	FY22 Recommended Position	81
Planner II	FY22 Recommended Position	80
Development Inspector	FY22 Recommended Position	79
Development Inspector	FY22 Recommended Position	79
Building Code Inspector (I-III)	FY22 Recommended Position	77 - 80
Building Code Inspector (I-III)	FY22 Recommended Position	77 - 80
Building Code Inspector (I-III)	FY22 Recommended Position	77 - 80
Development Business Coordinator	FY22 Recommended Position	75



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Town of
**HOLLY
SPRINGS**
North Carolina

Fee Schedule



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Fee Schedule

Finance/Utility Fees		
Description	Approved Fee FY2020-21	Recommended Fee FY2021-22
Water/Sewer Rates		
Water In-Town Rates (\$12.50 Monthly Access Fee Per Unit)		\$13.00 monthly access fee per unit
0-2,000 Gallons	\$4.03 per 1,000 Gallons	\$4.10 per 1,000 Gallons
2,001-5,000 Gallons	\$5.19 per 1,000 Gallons	\$5.28 per 1,000 Gallons
5,001-9,000 Gallons	\$6.34 per 1,000 Gallons	\$6.45 per 1,000 Gallons
9,001-14,000 Gallons	\$7.51 per 1,000 Gallons	\$7.65 per 1,000 Gallons
14,001 Gallons and over	\$8.30 per 1,000 Gallons	\$8.45 per 1,000 Gallons
Sewer In-Town Rates (\$12.50 Monthly access fee per unit)		\$13.00 monthly access fee per unit
0-2,000 Gallons	\$4.03 per 1,000 Gallons	\$4.10 per 1,000 Gallons
2,001-5,000 Gallons	\$5.19 per 1,000 Gallons	\$5.28 per 1,000 Gallons
5,001-9,000 Gallons	\$6.34 per 1,000 Gallons	\$6.45 per 1,000 Gallons
9,001-14,000 Gallons	\$7.51 per 1,000 Gallons	\$7.65 per 1,000 Gallons
14,001 Gallons and over	\$8.30 per 1,000 Gallons	\$8.45 per 1,000 Gallons
Water Out-of-Town Rates (\$25.00 Monthly access fee per unit)		\$26.00 monthly access fee per unit
0-2,000 Gallons	\$8.06 per 1,000 Gallons	\$8.20 per 1,000 Gallons
2,001-5,000 Gallons	\$10.38 per 1,000 Gallons	\$10.56 per 1,000 Gallons
5,001-9,000 Gallons	\$12.70 per 1,000 Gallons	\$12.90 per 1,000 Gallons
9,001-14,000 Gallons	\$15.02 per 1,000 Gallons	\$15.30 per 1,000 Gallons
14,001 Gallons and over	\$16.59 per 1,000 Gallons	\$16.90 per 1,000 Gallons
Sewer Out-of-Town Rates (\$25.00 Monthly access fee per unit)		\$26.00 monthly access fee per unit
0-2,000 Gallons	\$8.06 per 1,000 Gallons	\$8.20 per 1,000 Gallons
2,001-5,000 Gallons	\$10.38 per 1,000 Gallons	\$10.56 per 1,000 Gallons
5,001-9,000 Gallons	\$12.70 per 1,000 Gallons	\$12.90 per 1,000 Gallons
9,001-14,000 Gallons	\$15.02 per 1,000 Gallons	\$15.30 per 1,000 Gallons
14,001 Gallons and over	\$16.59 per 1,000 Gallons	\$16.90 per 1,000 Gallons
Multi-Unit Dwellings will be charged the monthly access fee per unit		
Industrial Water Rate (\$12.50 Monthly Access Fee per unit)	\$4.03 per 1,000 Gallons	\$4.10 per 1,000 Gallons /\$13 access
Industrial Sewer Rate (\$12.50 Monthly Access Fee per unit)	\$4.03 per 1,000 Gallons	\$4.10 per 1,000 Gallons /\$13 access
Irrigation Meters		
All water users: \$8.06 per 1,000 Gallons based on actual gallons used, plus a \$12.50 monthly access fee		\$8.20 per 1,000 Gallons / \$13 access
Residential/Commercial Reuse: \$4.03 per 1,000 Gallons based on actual gallons used, plus a \$6.25 monthly access fee		\$4.10 per 1,000 gallons /\$6.50 access
Bulk/Industrial Reuse: \$2.71 per 1,000 Gallons based on actual gallons used, plus a \$6.25 monthly access fee		\$2.76 per 1,000 gallons /\$6.50 access
Garbage, Recycling & Yard Waste Fees		
Garbage fee	\$10.17	\$9.98
Recycling fee	\$5.42	\$5.13
Yard Waste Fee	\$3.50	\$4.00
Bulk Yard Waste Fee (Based on estimated volume)	Level I: \$40, Level II: \$80, Level III: \$120	Level I: \$40, Level II: \$80, Level III: \$120

Fee Schedule



Finance/Utility Fees (continued)		
Description	Approved Fee FY2020-21	Recommended Fee FY2021-22
Stormwater Management Program Fees (Monthly Fee)		
Residential (single family & townhomes)	\$5.20	\$5.20
Multi-Family Units	\$5.20 per unit	\$5.20 per unit
Non Residential		
(0-10,000 sq. ft. of impervious surface)	\$5.20 per ERU	\$5.20 per ERU
(10,001-75,000 sq. ft. of impervious surface)	\$5.20 per ERU	\$5.20 per ERU
(75,001 and up of sq. ft. of impervious surface)	\$5.20 per ERU	\$5.20 per ERU
Water Meter Fees		
Water Meter Deposit (with letter of intent to purchase or closing statement)	\$0	\$0
Water Meter Deposit (without letter of intent to purchase or closing statement)	Owner: \$45 Rental: \$80 Commercial: \$70	Owner: \$45 Rental: \$80 Commercial: \$70
Same Day Water Service	\$75	\$75
Utility Set-up Administrative Fee	\$5	\$5
Meter Reading Fee	\$35 per trip if no fault of the Town (Leak/Plumbing problem) \$0 if the problem is on the Town's side	\$35 per trip if no fault of the Town (Leak/Plumbing problem) \$0 if the problem is on the Town's side
Meter Data Reading	\$50	\$50
New Meter Installation Revisit	\$75 each additional trip	\$75 each additional trip
Hydrant Meter Fees		
Hydrant Meter Rental	\$25/per day \$350/per month	\$25/per day \$350/per month
Hydrant Meter Rental Deposit	n/a	\$1,500
Hydrant Meter Set-up Fee (initial or relocation)	n/a	\$75
Hydrant Meter Reading Fee	n/a	\$35
Hydrant Meter Damage Fee	n/a	\$55
Hydrant Meter Bill Late Payment Charge	n/a	\$10
Late Payment and Cut off Status Delinquent Fee		
Utility Bill Late Payment Charge	\$10.00	\$10.00
Water Meter "Cut Off Status" Delinquent Fee	\$35.00	\$35.00

Fee Schedule

Finance/Utility Fees (continued)		
Description	Approved Fee FY2020-21	Recommended Fee FY2021-22
Miscellaneous Water Fees		
Bulk Water Fee (no charge for reclaimed)	\$25 + \$8.06/1,000 gals	\$25 + \$8.06/1,000 gals
Late / No Show Fee	n/a	\$25
Reclaimed Bulk Account Setup (inc. up to 4 train/trans cards)	\$100	\$100
Reclaimed Bulk Training (per person)	\$50	\$50
Replacement Transaction Card (if lost)	\$10	\$10
Line Flushing Fee / Reclaimed at 50%	\$25 + \$8.06/1,000 gals \$12.50 + \$4.03/1,000 gals	\$25 + \$8.06/1,000 gals \$12.50 + \$4.03/1,000 gals
Water Meter (3/4")	\$355.00	\$355.00
Water Meter (1")	\$470.00	\$470.00
Water Meter (1 1/2")	\$945.00	\$945.00
Water Meter (2")	\$1,150.00	\$1,150.00
Water Meter 3" Octave w/Allegro Pit Mount	\$2,700.00	\$2,700.00
Water Meter 4" Octave w/Allegro Pit Mount	\$3,625.00	\$3,625.00
Water Meter 6" Octave w/Allegro Pit Mount	\$5,300.00	\$5,300.00
Water Meter 8" Octave w/Allegro Pit Mount	\$6,600.00	\$6,600.00
Water Meter 10" Octave w/Allegro Pit Mount	\$9,935.00	\$9,935.00
Water Meter 12" Octave w/Allegro Pit Mount	\$13,100.00	\$13,100.00
Allegro Register for Meter Only	\$250.00	\$250.00
Pit Mount Only	\$655.00	\$655.00
Water Meter Removal	\$25	\$25
Meter Tampering	1st Offense: \$100 2nd Offense: \$250 3rd Offense: \$500	1st Offense: \$100 2nd Offense: \$250 3rd Offense: \$500
Unauthorized Meter Connection	Up to \$1,000	Up to \$1,000
Finance Miscellaneous Fees		
Return Check Fee	\$25	\$25
Motor Vehicle Fee	\$25	\$25

Fee Schedule



Development Services Fees

Description	Approved Fee FY2020-21	Recommended Fee FY2021-22
Zone Map Amendments: *Round acreage to the nearest tenth; ex. (0.0 acres)		
Zone Map Change	\$900 + \$10/acre* (double fee for part parcel)	\$900 + \$10/acre* (double fee for part parcel)
Zone Map Change – Additional Public Hearing	\$350	\$350
PUD Master Plan – New & Major Amendment (fee includes 4 reviews)	\$1500 + \$10/acre*	\$1500 + \$10/acre*
PUD Master Plan – Minor Amendment (fee includes 4 reviews)	\$500	\$500
Master Plan – New & Major Amendment	\$700 + \$5/acre*	\$700 + \$5/acre*
Preliminary Plan/Detailed Phase Review New & Major Amendment	\$700 + \$5/lot	\$700 + \$5/lot
Development Plans: Note: Fees include 3 reviews unless otherwise noted. *Round acreage to the nearest tenth; ex. (0.0 acres)		
Dev Plan for Multi-Family or Dev Options – New & Major Amendments (includes 3 reviews)	\$1,500 + \$5/lot (+ each dwelling unit if multiple units on a single lot) (double fee for part parcel)	\$1,500 + \$5/lot (+ each dwelling unit if multiple units on a single lot) (double fee for part parcel)
Dev Plan – New or Major Amendment	\$1,000 + \$5/acre*	\$1,000 + \$5/acre*
Appeal of Director Decision	½ Original Fee	½ Original Fee
Platting: Note: Fees include 2 reviews + mylar unless otherwise noted		
Final Plat	\$300 + \$10/lot	\$300 + \$10/lot
Exempt Plat	\$200	\$200
Easement or R/W Plat (if not amending an existing plat)	\$200	\$200
Minor Subdivision Plat/Recombination Plat	\$200	\$200
Re-Plat/Amendment to Recorded Plat	\$200	\$200
UDO Permits		
Accessory Use/Building or Structure	\$75	\$75
Temporary Use/Building or Structure	\$75	\$75
Laying Hens	\$75	\$75
Wireless Telecom Facilities (plus Special Exception Use fees when applicable)	\$1,000	\$1,000
Wireless Small Cell Telecom Co-Location on existing utility pole in Town Right-of-Way (Max. 25 permits per batch)	\$100/each (first 5 in a batch) + \$50/each additional (max. 20 additional) + \$500 technical consulting fee Total fee not to exceed \$2,500	\$100/each (first 5 in a batch) + \$50/each additional (max. 20 additional) + \$500 technical consulting fee Total fee not to exceed \$2,500
UDO Permit-After the Fact	Double Permit Fee	Double Permit Fee
UDO Permit with Residential Bldg Permit Review	\$75	\$75
UDO Permit with Non-Residential Bldg Permit	\$100	\$100
Sign Permit (permanent/temporary)	\$75/\$50	\$75/\$50
Temporary Family Healthcare Home	\$100	\$100
Temporary Family Healthcare Home Annual Renewal	\$50	\$50

Fee Schedule

Development Services Fees (continued)		
Description	Approved Fee FY2020-21	Recommended Fee FY2021-22
Other Permits and Procedures		
Special Exception Use	\$500 + other required applications/fees	\$500 + other required applications/fees
Special Exception Use – Family Child Care Home	\$200	\$200
Special Exception Use After-the-Fact	Double Fee	Double Fee
Minor Development Petition Amendment	\$200 (includes 3 reviews) additional review \$200/each	\$200 (includes 3 reviews) additional review \$200/each
Additional Review Fee (PUD, Subdivision, Development Plan, and Platting)	½ Original Fee	½ Original Fee
Master Sign Plan New or Amendment	\$200 + applicable waiver and/or Variance Fees	\$200 + applicable waiver and/or Variance Fees
Voluntary Annexation Petition	Recording Fee Only	Recording Fee Only
Historic Property Verification/Inspection Meeting – Capital Area Preservation (CAP)	Actual CAP Cost	Actual CAP Cost
Temporary Lighting Permit	\$75	\$75
Home Occupation Registration	\$35	\$35
Zoning Verification Letter	\$100 + Inspection Fee	\$100 + Inspection Fee
ABC Permit Review/Inspection Fee	\$75	\$75
Planning Inspection / Re-Inspection Fee	\$75	\$75
Amendment to Comp Plan or UDO	\$700 (double fee for part parcel)	\$700 (double fee for part parcel)
UDO Compliance Surety	\$375 – New \$300 – Renewal	\$350 – New \$300 – Renewal
Zoning Citation Fee	As set forth in Town's UDO	As set forth in Town's UDO
Zoning Vested Rights	\$400	\$400
Development Agreement Public Hearing Fee	Actual Cost	Actual Cost
Incomplete Petition Processing Fee	\$50	\$50
UDO/DPM Waiver or Alternate Compliance	\$100	\$100
Development Petition Expiration Extension	\$100	\$100
TRC Request & Communications Item	\$100/\$200 for each subsequent meeting	\$100/\$200 for each subsequent meeting
Board of Adjustment		
Administrative Appeal	\$250	\$250
Variance of Development Standards	\$350	\$350
Variance – After the Fact	\$500	\$500
Variance of Development Standards – Town Council	\$100	\$100
Documents, Maps, Etc.		
Unified Development Ordinance	Town's Reproduction Cost	Town's Reproduction Cost
Development Procedures Manual	Town's Reproduction Cost	Town's Reproduction Cost
Comprehensive Plan	Town's Reproduction Cost	Town's Reproduction Cost

Fee Schedule



Development Services Fees (continued)		
Description	Approved Fee FY2020-21	Recommended Fee FY2021-22
GIS Maps		
8.5x11	\$2 each	\$2 each
11x17	\$3 each	\$3 each
18x24	\$5 each	\$5 each
24x36	\$10 each	\$10 each
30x42	\$12 each	\$12 each
36x48	\$15 each	\$15 each
Photographic Copies (B&W)		
8.5x11 and 8.5x14	\$0.10 per page	\$0.10 per page
11x17	\$0.20 per page	\$0.20 per page
18x24	\$4 per page	\$4 per page
24x36	\$8 per page	\$8 per page
30x42	\$10 per page	\$10 per page
36x48	\$12 per page	\$12 per page
Photographic Copies (Color)		
8.5x11	\$2 per page	\$2 per page
Files on Disk		
Flash Drive or CD	\$10 each	\$10 each
Design & Construction Standards Manual		
Purchased	\$95 per copy	\$95 per copy
Mailed	\$110 per copy	\$110 per copy
Bid Documents		
Purchased	TBD per project	TBD per project
Mailed	TBD per project	TBD per project

Fee Schedule

Development Services Fees (continued)		
Description	Approved Fee FY2020-21	Recommended Fee FY2021-22
Construction Drawing Plan Review		
Subdivision Covers 1st & 2nd Reviews	\$650 + \$50/lot	\$650 + \$50/lot
Site Covers 1st & 2nd Reviews	0-5 acres \$1,000 5-20 acres \$1,400 >20 acres \$1,750	0-5 acres \$1,000 5-20 acres \$1,400 >20 acres \$1,750
Major Plan Revisions	\$1,000 (per review)	\$1,000 (per review)
Other ex. Utility or Roadway (1st & 2nd Review)	\$1,500	\$1,500
Subsequent Plan Review (includes utility plan review)	\$450	\$450
Revisions Plan Review Covers 1st & 2nd Reviews	\$450	\$450
Revisions Subsequent Plan Reviews (Per Rev after 2nd Rev)	\$450	\$450
Timbering Review Per Project	\$500	\$500
Irrigation Well Review	\$200	\$200
Preliminary Pump Station Site Plan review	\$650 (covers 1st and 2nd review)	\$650 (covers 1st and 2nd review)
Construction Drawing Pump Station Review	\$1,000 (covers 1st and 2nd review)	\$1,000 (covers 1st and 2nd review)
Construction As-built Review Fee	\$200	\$200
Environmental Plan Review		
"Subdivision/Site/ Residential Lots Plan Covers 1st and 2nd Review "	\$300/acre	\$300/acre
Subsequent Plan Reviews & Plan Revision (Per Rev after 2nd)	\$450	\$450
Additional Reviews after 2nd Review	\$450/each additional review	\$450/each additional review
Environmental Variance/Waiver Reviews Per Review	\$300	\$300
Environmental Variance/Waiver/ Appeal Review After Fact Filing Fee Per Review	\$500	\$500
NPDES Stormwater Review		
NPDES – Subdivision Covers 1st & 2nd Reviews	\$500 + \$25/lot	\$500 + \$25/lot
NPDES— Stormwater Subsequent Reviews/Revisions (per rev)	\$500	\$500
NPDES-Site	<20 acres \$850 (covers 1st & 2nd Reviews) >20 acres \$1,200 (covers 1st & 2nd Reviews)	<20 acres \$850 (covers 1st & 2nd Reviews) >20 acres \$1,200 (covers 1st & 2nd Reviews)
Stormwater As-built / Engineer Certification Administration	\$200	\$200
Annual Stormwater Storm Control Measure (SCM) Inspection & Administration Late Fee	<5 acres drainage \$150 per BMP >5 acre drainage \$200 per BMP	<5 acres drainage \$150 per SCM >5 acre drainage \$200 per SCM
Utility Permit Fees - Due with Permit Application		
Water Permit Application Review (Delegated)	\$400	\$400
Sewer Permit Application Review (Delegated)	\$600	\$600
Water Permit Processing	\$200	\$200
Wastewater Permit Processing	\$200	\$200
Reclaimed Water Permit Processing	\$200	\$200

Fee Schedule



Development Services Fees (continued)

Description	Approved Fee FY2020-21	Recommended Fee FY2021-22
Hydraulic Model Update Fee Per DOE		
Special Study Review Fees		
Special Study (Flood Study, Traffic Impact Analysis, Traffic Assessment Report, Sewer, Basin, Fire Flow/Hydraulic Analysis, Reclaimed Water Model Update, Pump Station, etc.) Covers 1st & 2nd Reviews	\$350 Plus Actual Cost	\$350 Plus Actual Cost
Special Study Subsequent Reviews and Revisions	\$200 Plus Actual Cost	\$200 Plus Actual Cost
Special Study Verification Letter (Internal review only)	n/a	\$100
Land Disturbance Fee		
Environmental Development Permit/Residential Lots Plan (yearly renewal required, fee based on remaining disturbed acreage)	\$400 x _____ acres	\$400 x _____ acres
NPDES Stormwater Fee for Stormwater Permit		
Storm drainage pipe	\$2.10 per LF	\$2.10 per LF
Storm Control Measures (SCM)	< 5 acre drainage \$300 each SCM > 5 acre drainage \$500 each SCM	< 5 acre drainage \$300 each SCM > 5 acre drainage \$500 each SCM
Stormwater Fee-in-Lieu		
Neuse River Basin – Total fee-in-lieu = number of pounds/acre/year to be offset x acres in development x 30 yrs x \$18.49 per pound		
Cape Fear River Basin – Total fee-in-lieu = number of pounds/acre/year to be offset x acres in impervious surface x 30 yrs x \$14 per pound		
Bonding		
Infrastructure Surety Performance	New – \$350 ea. Revised/Renewal- \$300 ea.	New – \$350 ea. Revised/Renewal- \$300 ea.
Infrastructure Surety Warranty	New – \$350 ea. Revised/Renewal- \$300 ea.	New – \$350 ea. Revised/Renewal- \$300 ea.
Stormwater SCM Surety Performance	New – \$350 ea. Revised/Renewal- \$300 ea.	New – \$350 ea. Revised/Renewal- \$300 ea.
Stormwater SCM Surety Maintenance	New – \$350 ea. Revised/Renewal- \$300 ea.	New – \$350 ea. Revised/Renewal- \$300 ea.
Erosion Control Surety Performance	New – \$350 ea. Revised/Renewal – \$300 ea.	New – \$350 ea. Revised/Renewal – \$300 ea.

Fee Schedule

Development Services Fees (continued)						
Description				Approved Fee FY2020-21		Recommended Fee FY2021-22
Non-Residential Development Fees – These fees are to be collected BEFORE Construction Drawing Approval						
Fees In Lieu Of Assessment						
Payment in Lieu of Street Widening				Per approved engineer’s estimate		Per approved engineer’s estimate
Payment in Lieu Infrastructure Improvements				Per approved IRA by DOE		Per approved IRA by DOE
Payment in Lieu Street Light Installation				\$2,000 per light		\$2,000 per light
Utility Inspection Fees						
Water				\$2.10 per LF		\$2.10 per LF
Wastewater				\$2.10 per LF		\$2.10 per LF
Reclaimed				\$2.10 per LF		\$2.10 per LF
Pump Station Inspection				\$1,500 lump sum		\$1,500 lump sum
Streets/Fire lanes				\$2.10 per LF		\$2.10 per LF
Sidewalks				\$2.10 per LF		\$2.10 per LF
Greenway				\$2.10 per LF		\$2.10 per LF
Fiber				\$2.10 per LF		\$2.10 per LF
Re-Inspection Fee				\$.25/LF for any after 1st or 2nd Inspection		\$.25/LF for any after 1st or 2nd Inspection
Non-Residential Water And Sewer Services						
Non-Residential System Development Fees – Based on Meter Size (due at issuance of building permit). Fee for Multi-Unit Dwellings will be applied as the ¾” residential meter rate per equivalent residential unit. All other fees will follow the Non-Residential fee schedule.						
	Office/Institutional			Retail/Restaurant/Industrial		
Water & Sewer (charged separately)	< 3,000 sq. ft.	> 3,001 - < 20,000 sq. ft.	>20,001 sq. ft.	< 3,000 sq. ft.	> 3,001 - < 20,000 sq. ft.	> 20,001 sq. ft.
Irrigation	\$3,200	\$3,200	\$3,200	\$3,200	\$3,200	\$3,200
Irrigation (Reclaimed)	\$1,650	\$1,650	\$1,650	\$1,650	\$1,650	\$1,650
¾” meter	S \$3,741 W \$4,054	S \$4,528 W \$4,907	S \$6,497 W \$7,041	S \$4,528 W \$4,907	S \$5,316 W \$5,760	S \$7,285 W \$7,894
1” meter	S \$4,135 W \$3,150	S \$5,315 W \$5,760	S \$7,285 W \$7,894	S \$4,922 W \$5,334	S \$6,104 W \$6,613	S \$8,073 W \$8,747
1 ¼” meter	S \$4,922 W \$5,334	S \$6,103 W \$6,614	S \$8,072 W \$8,748	S \$6,103 W \$6,614	S \$6,891 W \$7,467	S \$8,860 W \$9,601
1 ½” meter	S \$5,710 W \$6,188	S \$6,890 W \$7,467	S \$8,860 W \$9,601	S \$6,890 W \$7,467	S \$7,679 W \$8,320	S \$9,648 W \$10,454
2” meter	S \$6,498 W \$7,041	S \$8,859 W \$9,601	S \$10,435 W \$11,308	S \$7,284 W \$7,894	S \$9,648 W \$10,453	S \$11,223 W \$12,161
3” meter	S \$7,285 W \$7,895	S \$10,434 W \$11,307	S \$12,010 W \$13,015	S \$8,072 W \$8,747	S \$11,223 W \$12,160	S \$12,798 W \$13,868
4” meter	S \$8,073 W \$8,748	S \$12,009 W \$13,014	S \$13,585 W \$14,722	S \$8,859 W \$9,601	S \$12,798 W \$13,867	S \$14,345 W \$15,575
6” meter	S \$15,948 W \$17,283	S \$19,884 W \$21,548	S \$23,822 W \$25,817	S \$19,884 W \$21,548	S \$23,824 W \$25,813	S \$27,762 W \$30,083
8” meter	S \$23,824 W \$25,818	S \$27,759 W \$30,082	S \$31,697 W \$34,352	S \$27,759 W \$30,082	S \$31,699 W \$34,347	S \$35,637 W \$38,617

Fee Schedule



Development Services Fees (continued)

Water and Sewer Services - Village District Area Plan
Non-Residential System Development Fees – Based on Meter Size (due at issuance of building permit)

	Office/Institutional				Retail/Restaurant/Industrial			
Water & Sewer (charged separately)	< 5,000 sq. ft.	5001- 9999 sq. ft.	10,000- 20,000 sq. ft.	>20,001 sq. ft.	< 5,000 sq. ft.	5001- 9999 sq. ft.	10,000- 20,000 sq. ft.	>20,000 sq. ft.
¾" meter	S \$2,717 W \$2,944	S \$3,977 W \$2,944	S \$4,922 W \$5,334	S \$5,709 W \$6,187	S \$3,032 W \$3,285	S \$4,449 W \$4,822	S \$5,513 W \$5,974	S \$6,300 W \$6,827
1" meter	S \$3,032 W \$3,285	S \$4,450 W \$4,822	S \$5,513 W \$5,974	S \$6,496 W \$7,040	S \$3,347 W \$3,626	S \$4,921 W \$5,334	S \$6,104 W \$6,614	S \$7,127 W \$7,723
1 ¼" meter	S \$3,347 W \$3,627	S \$4,922 W \$5,334	S \$6,103 W \$6,614	S \$7,284 W \$7,894	S \$3,662 W \$3,968	S \$5,394 W \$5,832	S \$6,694 W \$7,254	S \$7,836 W \$8,491
1 ½" meter	S \$3,662 W \$3,968	S \$5,395 W \$5,846	S \$6,694 W \$7,254	S \$8,071 W \$8,747	S \$3,977 W \$4,309	S \$5,866 W \$6,358	S \$7,285 W \$7,894	S \$8,466 W \$9,174
2" meter	S \$4,292 W \$4,651	S \$6,340 W \$6,870	S \$7,875 W \$8,534	S \$9,253 W \$10,027	S \$4,607 W \$4,991	S \$6,811 W \$7,382	S \$8,466 W \$9,174	S \$10,041 W \$10,881
3" meter	S \$4,922 W \$5,333	S \$7,285 W \$7,895	S \$9,056 W \$9,815	S \$10,827 W \$11,734	S \$5,237 W \$5,674	S \$7,756 W \$8,406	S \$9,648 W \$10,455	S \$11,222 W \$12,161
4" meter	S \$5,552 W \$6,016	S \$8,230 W \$8,919	S \$10,238 W \$11,095	S \$12,009 W \$13,014	S \$5,867 W \$6,357	S \$8,701 W \$9,431	S \$10,829 W \$11,735	S \$12,797 W \$13,867
6" meter	S \$9,647 W \$10,453	S \$14,372 W \$15,576	S \$17,916 W \$19,416	S \$21,453 W \$23,255	S \$11,222 W \$12,159	S \$16,733 W \$18,136	S \$20,871 W \$22,616	S \$24,609 W \$26,668
8" meter	S \$12,797 W \$13,867	S \$19,097 W \$20,697	S \$23,822 W \$25,817	S \$28,545 W \$30,935	S \$14,372 W \$15,572	S \$21,458 W \$23,257	S \$23,824 W \$25,816	S \$31,697 W \$34,348

Development Services Fees (continued)

Description	Approved Fee FY2020-21	Recommended Fee FY2021-22
Tap Fees - Fees are based on 60 foot right of way roads and lateral lengths less than 100 feet. Special cases, wider rights of way, special or complex boring, and items not shown shall be at cost.		
Wastewater Town Installed (4" only)	Non-Res-\$1,500/lot/ Res-\$900	Non-Res-\$1,500/lot/ Res-\$1,350
Water Town Installed (3/4" only)	Non-Res-\$1,500/lot/ Res-\$900	Non-Res-\$1,500/lot/ Res-\$1,350
Reclaimed Town Installed	Non-Res-\$1,500/lot/ Res-\$900	Non-Res-\$1,500/lot/ Res-\$900
Water Developer Installed	\$150/unit	\$150/unit
Wastewater Developer Installed	\$150/unit	\$150/unit
Reclaimed Developer Installed	\$150/unit	\$150/unit
Irrigation Meter Tap Fee ¾" only	\$1,500	\$1,500
Street Cut	\$500 each	\$750 each
Curb & Gutter Crossing	\$250 each	\$250 each
Street Bore	\$500 each	\$500 each
Backflow Inspection Fee	\$25	\$25
Service Reconnection fee for lapse in annual backflow certification	\$50	\$50
Service Availability Verification	n/a	\$200

Fee Schedule

Development Services Fees (continued)		
Description	Approved Fee FY2020-21	Recommended Fee FY2021-22
Residential Development Fees – These fees are to be collected BEFORE Construction Drawing Approval		
Utility Inspection Fees Same as Non-Residential Fees		
Fee in Lieu of Assessment Same as Non-Residential Fees		
System Development Fees – Water and Sewer Services		
Irrigation Meters	\$0	\$0
¾" Meter	S \$3,741; W \$4,054	S \$3,741; W \$4,054
1" Meter	S \$4,135; W \$4,481	S \$4,135; W \$4,481
1 ¼" Meter	S \$4,922; W \$5,334	S \$4,922; W \$5,334
1 ½" Meter	S \$5,710; W \$6,188	S \$5,710; W \$6,188
2" Meter	S \$6,498; W \$7,041	S \$6,498; W \$7,041
3" Meter	S \$7,285; W \$7,895	S \$7,285; W \$7,895
4" Meter	S \$8,073; W \$8,748	S \$8,073; W \$8,748
6" Meter	S \$15,948; W \$17,283	S \$15,948; W \$17,283
8" Meter	S \$23,824; W \$25,818	S \$23,824; W \$25,818
Reclaimed – 25% cost of Water		
Tap Fees		
Water/Wastewater/Reclaimed Town Installed Residential	\$900/unit	\$900/unit
Water/Wastewater/Reclaimed Developer Installed	\$90/unit	\$90/unit
Irrigation Meter Tap Fee	\$900	\$900
Service Reconnection fee for lapse in annual backflow	\$50	\$50
Engineering Inspection Fees		
Driveways	\$125 each	\$125 each
Lot or Site Final (Prior to C.O.)	\$200 each	\$200 each
Reclaimed Irrigation Installation Inspection (Residential/Commercial)	\$100/\$200 each	\$100/\$200 each
Utility Encroachment Permit	without bore \$50; with bore \$100	without bore \$50; with bore \$100

Fee Schedule



Development Services Fees (continued)

Description	Approved Fee FY2020-21	Recommended Fee FY2021-22
General Fees: Refunds will be issued when requested, less any Administrative and/or Plan Review Fees for any permit, which has not expired, and the construction has not started.		
Building Code Fees		
All permits are subject to a technology surcharge fee at 4% of permit fee.	4% of Code Enforcement Fees	4% of Code Enforcement Fees
Working w/o Permit	Double permit fees	Double permit fees, Max fee of \$1,000
Reinspection Fees (Violations over 10; Not ready; Previous Violation(s) Not Corrected; Violation of DPM)	\$75	\$75
Certificate of Occupancy C/O (same business day)	\$50	\$50
Stop Work Order	\$150	\$150
Add/Change Contractor (per permit/per trade)	\$50	\$50
Expired Permit Renewal	25% of permit cost	25% of permit cost
Conditional Power	\$150	\$150
Demolition Permit	\$150	\$150
After Hours Inspections (2 business day notice)	\$125/hr, min 2 hrs if directly after work hours; \$125/hr, min 3 hrs if Inspector has to leave home	\$125/hr, min 2 hrs if directly after work hours; \$125/hr, min 3 hrs if Inspector has to leave home
Misc. Inspections	\$100/\$150	\$100/\$150
Change of Occupancy or Use Permit	\$150	\$150
Stocking C/O	\$150	\$150
Temporary C/O (2 business day notice)	\$250	\$250
Temporary C/O (same business day)	\$400	\$400
Temporary C/O Renewal	\$200	\$200
Express Review Fee	\$500/hr, min. 2 hr	\$500/hr min. 2 hr
Express Review (Re-review)	\$500/hr, min. 1 hr + \$125 per 15 minute increments	\$500/hr min. 1 hr + \$125 per 15 minute increments
Express Review Cancellation (less than 3 business day notice)	No Refund	No Refund
Replacement Permit Card	\$10	\$10
Manufactured Homes (inc piers, tie-down, steps, decks & all trade inspections)	\$200	\$200
Modular Homes & Moved Dwellings	Trade fees + \$0.10 per sq. ft.	Trade fees + \$0.10 per sq. ft.
Residential Trade Fees		
HVAC / Water Heater Change Out	n/a	\$75
Building	\$75	\$75
Electrical	\$75	\$75
Mechanical	\$75	\$75
Plumbing	\$75	\$75
Permit Revision	n/a	\$50

Fee Schedule

Development Services Fees (continued)		
Description	Approved Fee FY2020-21	Recommended Fee FY2021-22
Residential New Dwellings		
Up to 1,200 sq. ft.	\$450	\$450
Over 1,200 sq. ft.	Add \$0.30 per sq. ft.	Add \$0.30 per sq. ft.
Homeowner's Recovery Fee	\$10	\$10
Permit Revision	\$100	\$100
Residential Additions		
0-500 sq. ft.	\$200	\$200
Over 500 sq. ft.	Add \$0.30 per sq. ft.	Add \$0.30 per sq. ft.
Permit Revision	\$50	\$50
Residential Alterations		
0-500 sq. ft.	\$200	\$200
Over 500 sq. ft.	Add \$0.30 per sq. ft.	Add \$0.30 per sq. ft.
Permit Revision	\$50	\$50
Residential Accessory Structures		
Building Trade	\$150	\$150
Electrical Trade	\$75	\$75
Mechanical Trade	\$75	\$75
Plumbing Trade	\$75	\$75
Permit Revision	\$50	\$50
Non-Residential and Multi-Family Construction Cost Fees		
\$0.00-\$ 1,500	\$250	\$250
\$1,501-\$ 2,500	\$350	\$350
\$2,501-\$25,000	\$425	\$425
\$25,001-\$50,000	\$650	\$650
\$50,001-\$100,000	\$1,200	\$1,200
\$100,001-\$ 200,000	\$2,500	\$2,500
\$200,001-\$ 350,000	\$4,500	\$4,500
\$350,001-\$ 500,000	\$6,000	\$6,000
\$500,001-\$ 750,000	\$8,000	\$8,000
\$750,001-\$ 1,000,000	\$10,000	\$10,000
Over \$1,000,000	\$10,000 + 0.15% of each million or portion thereof	\$10,000 + 0.15% of each million or portion thereof

Fee Schedule



Development Services Fees (continued)

Description	Approved Fee FY2020-21	Recommended Fee FY2021-22
Non-Residential Plan Review Fee		
0-5,000 sf	\$150	\$150
5,001-10,000 sf	\$200	\$200
10,001-25,000 sf	\$250	\$250
>25,000 sf	\$300	\$300
Permit Revision	\$150	\$150
Non-Residential Permit Processing Fee		
0-5,000 sf	\$75	\$75
5,001-10,000 sf	\$100	\$100
10,001-25,000 sf	\$125	\$125
>25,000 sf	\$150	\$150
Temporary Use Buildings (Construction/Sales)		
Construction/Sales Trailer	\$150	\$150
Permit Processing	\$25	\$25
Plan Review	\$50	\$50
Permit Revision	\$50	\$50
Non-Residential Trade Fees		
HVAC / Water Heater Change Out	n/a	\$150
Building	\$150	\$150
Electrical	\$150	\$150
Mechanical	\$150	\$150
Plumbing	\$150	\$150
Permit Revision	\$50	\$50
Small Cell Wireless Facilities (Max 25 per application)		
5 Facilities or Less	n/a	\$100 per Facility
Additional Facilities over 5	n/a	\$50 per Facility
Technical Consulting Fee	n/a	\$500
Municipal Code Fees		
Code Enforcement Citation	As set forth in Town's Municipal Code	As set forth in Town's Municipal Code
Temporary Right-of-Way Signs	\$25 per sign	\$25 per sign
Building Code Fees not included in the fee schedule or fees for unique situations will be referred to supervisory staff and subsequently to the Department Director for approval.		

Fee Schedule

Parks & Recreation Department		
Description	Approved Fee FY2020-21	Recommended Fee FY2021-22
Park Land Dedication or Fees-in-Lieu Development Fees		
Single Family Detached	In lieu of land dedication a fee calculated pursuant to NCGS 160A-372(E) may be paid, at the discretion of the Town Council	In lieu of land dedication a fee calculated pursuant to NCGS 160A-372(E) may be paid, at the discretion of the Town Council
Single Family Attached	In lieu of land dedication a fee calculated pursuant to NCGS 160A-372(E) may be paid, at the discretion of the Town Council	In lieu of land dedication a fee calculated pursuant to NCGS 160A-372(E) may be paid, at the discretion of the Town Council
Multi-Family Attached	In lieu of land dedication a fee calculated pursuant to NCGS 160A-372(E) may be paid, at the discretion of the Town Council	In lieu of land dedication a fee calculated pursuant to NCGS 160A-372(E) may be paid, at the discretion of the Town Council
A Holly Springs resident is defined as a person that lives within the municipal Town limits and pays Holly Springs taxes and/or Holly Springs utilities. A person living in the extra-territorial jurisdiction (ETJ) is considered to be a non-resident. A Holly Springs mailing address does not qualify as a resident.		
Parks and Recreation registration fees are based on the activity type and associated implementation costs. Cost may be contingent upon co-sponsorship.		
Processing Fee for activity refunds and transfers. No refund if registration fee is below \$15. Town cancelled activities will not be assessed a processing fee.	\$15	\$15
Processing Fee for rental amendments or schedule changes unless due to Town weather cancellations. Rentals must be rescheduled within 30 days of the original rental start date.	\$15 per occurrence	\$15 per occurrence
After-Hours Staffing Fee per hour for facility rentals (outside normal operating hours)	\$25/\$38	\$25/\$38
Room Set Up Fee for facility rentals	\$25/\$38	\$25/\$38
In Honor of / Memorial Bench Purchase with Personalized Plaque	n/a	\$1,200
To qualify for Non-profit facility rental fees, the organization must be physically located within the municipal town limits and provide a tax exempt certificate. Non-profit rates are available Monday-Friday from 8 AM until 2 PM. Note Non-profit rates are not available at all facilities.		
Youth Athletics		
Youth Athletic Fee, except Football, per Individual / Non Res Fee	\$60/\$90	\$60/\$90
Football Fee, per individual / Non Res Fee	\$80/\$120	\$80/\$120
Athletics Activity Late Fee, per Individual / Non Res Fee	\$10/\$15	\$10/\$15
Child Care Multi-child Fee Reduction	\$5	\$5
Scholarships (See Parks and Rec Policy)	25% or 50% Discount (dependent upon eligibility)	25% or 50% Discount (dependent upon eligibility)
Adult Athletics		
Basketball Registration, per team (non res add \$20 per individual)	\$400	\$400
Volleyball Registration, per team (non res add \$15 per individual)	\$300	\$300
Softball Registration (non res add \$22.50 per individual)	\$450	\$450
Ultimate Frisbee Registration (non res add \$10 per individual)	\$200	\$200
Soccer Registration (non res add \$18 per individual)	\$350	\$350
Dodgeball Registration (non res add \$4 per individual)	\$75	\$75
Flag Football Registration (non res add \$22.50 per individual)	\$450	\$450
Adult Athletics Late Fee, per team	\$25	\$25

Fee Schedule



Parks & Recreation Department (continued)		
Description	Approved Fee FY2020-21	Recommended Fee FY2021-22
Before School/After School/Track Out/Summer Camp Programs		
After School Fee / Non Res Fee (per month)	\$120/\$180	\$120/\$180
Track Out Fee / Non Res Fee (weekly rate)	\$150/\$225	\$150/\$225
Track Out Session Rate / Non Res Fee	\$400/\$600	\$400/\$600
Before School Fee / Non Res Fee (per month)	\$100/\$150	\$100/\$150
Before and After School Fee / Non Res Fee (per month)	\$190/\$285	\$190/\$285
Summer Camp Fees – (per week)		
Basic Camp / Non Res	\$80/\$120	\$80/\$120
Non-refundable Registration Fee (After School, Before School & Track Out)	\$30	\$30
Late Payment/per day/per child (After school)	\$1	\$1
Late Pick Up Fee / per 15 minutes time	\$10	\$10
Multi-child Fee Reduction	\$5	\$5
Fitness Room (non-refundable)		
Daily Pass / Non Res Fee	\$8/\$12	\$8/\$12
Monthly Pass / Non Res Fee	\$28/\$42	\$28/\$42
Annual Pass / Non Res Fee	\$218/\$327	\$218/\$327
Membership discount available to Youth (age 13-21), Seniors (age 55+) and Military	20%	20%
Replacement Cards	\$5	\$5
Family Memberships receive a 10% discount		
Gymnasium (non-refundable)		
Age 12 and under Daily Gym Pass / Non Res Fee	\$2/\$3	\$2/\$3
Age 12 and under Gym 10 Visit Pass / Non Res Fee	\$10/\$15	\$10/\$15

Fee Schedule

Parks & Recreation Department (continued)		
Description	Approved Fee FY2020-21	Recommended Fee FY2021-22
Facility Rentals		
Program Rooms (1-5) See Parks & Recreation Policy Manual for Equipment Available for Rental		
Room Deposit	\$25	\$25
Rooms (1-5) Per Hour/Per Room	\$30/\$45	\$30/\$45
Non-Profit Groups Per Hour/Per Room (only on weekdays)	\$23	\$23
Community Room and Multipurpose Room (Up/Down)		
Room Deposit	\$50	\$50
Rental Per Hour / Non Res fee	\$40/\$60	\$40/\$60
Non-Profit Groups Per Hour	\$30	\$30
Kitchen: Pots, pans and/or utensils are not available. Refrigeration is not available. Must be rented in conjunction with the Community Room.		
Per Hour / Non Res Fee	\$10/\$15	\$10/\$15
Non-Profit Groups Per Hour	\$8	\$8
Gym: See Parks & Recreation Policy Manual for Gym equipment Available for Rental		
Gym Deposit	\$100	\$100
Rental Per Hour / Non Res Fee	\$40/\$60	\$40/\$60
Scoreboard/Clock Rental / Non Res Fee	\$25 + \$12/hr. for operator / \$38 + \$18/hr for operator	\$25 + \$12/hr. for operator / \$38 + \$18/hr for operator
Picnic Shelters/Band Shell – Damage deposit of \$25 is required		
Half Day / Non Res Fee	40 max capacity: \$40/\$60 100 max capacity: \$60/\$90	40 max capacity: \$40/\$60 100 max capacity: \$60/\$90
Full Day / Non Res Fee	40 max capacity: \$75/\$113 100 max capacity: \$110/\$165	40 max capacity: \$75/\$113 100 max capacity: \$110/\$165
Athletic Fields – Natural Grass		
Damage deposit for fields with portable mounds	\$50	\$50
Natural Grass Field Rental Per Hour / Non Res Fee	\$30/\$45	\$30/\$45
Non-Profit Groups Per Hour (weekdays 8 am - 2 pm)	\$23	\$23
Lights (where available) / Non Res Fee	\$15/\$23	\$15/\$23
Baseball/Softball field prep (includes dragging, lining and laying out bases) / Non Res Fee	\$25/38	\$25/38
Multipurpose field lining / Non Res Fee	\$35/53	\$35/53
Scoreboard/Clock Rental / Non Res Fee	\$25 + \$12/hr. for operator/ \$38 + \$18/hr for operator	\$25 + \$12/hr. for operator/ \$38 + \$18/hr for operator
HSBS Baseball field - per hour / Non Res Fee (Games have a minimum rental of 3 hours)	\$35/53	\$35/53
Tournament Rentals – Baseball/Softball Fields: Damage deposit of \$100 is required. EXCLUDES Ting BASEBALL STADIUM and HSBS Baseball		
Full wheel (4 fields) - per day	\$850	\$850
Field Preparation (per application)	\$25 per field	\$25 per field
Score Tower Daily/Weekend Rate	\$360/\$720	\$360/\$720

Fee Schedule



Parks & Recreation Department (continued)		
Description	Approved Fee FY2020-21	Recommended Fee FY2021-22
Tennis Courts (1-hour minimum)		
Tennis Court Rental per hour / Non Res Fee	\$6/\$9	\$6/\$9
Turf Soccer Field Rates – Womble and Ting – Damage deposit of \$100 is required		
Field Preparation per field	\$35/\$53	\$35/\$53
Hourly rental per quad / Non Res Fee	\$35/\$53	\$35/\$53
Hourly Lighting charge, per quad / per hour	\$15/\$23	\$15/\$23
Turf Soccer Tournament Rates – Womble or Ting Turf Fields – Damage deposit of \$100 is required		
Whole Complex, per day	\$1,365	\$1,365
Field preparation per field	\$35	\$35
Ting Baseball Stadium		
Deposit	\$300	\$300
Rental Event held in the parking lot (Hourly rate not available for events)	\$500/lot/day	\$250 per section per day / \$25 per section per hour
Stadium Rental Early bird: Monday-Thursday prior to 12 PM Non-peak: Monday-Thursday 12 PM-5 PM Peak: Monday-Thursday 5 PM and after, Friday-Sunday all day		Early bird: \$72 per hour Non-peak: \$125 per hour Peak: \$200 per hour
Light Usage	\$30/\$45 per hour	\$50 per hour
Scoreboard (includes one staff member)	\$40/ \$60 per hour	\$50 per hour
Additional Staff (Staffing Level Determined by HSPR Staff)	\$35/hour for FT staff; \$12/hour for PT staff (staffing level determined by HSPR)	\$35/hour for FT staff; \$15/hour for PT staff
Clubhouse Rental (access available 1 hour prior and after rental time)	\$150/game	Single Game: \$150 per game Daily Rate: \$300 per day
Housekeeping Fee	n/a	\$50 per day
Cleaning Fee	Actual charges from cleaning contractor	3rd party fee

Fee Schedule

Parks & Recreation Department (continued)		
Description	Approved Fee FY2020-21	Recommended Fee FY2021-22
Food and Merchandise Vendor Fees (Tournaments & Special Events)		
Vendor Fee	\$80 per event	\$80 per event
Electricity	\$25 per event	\$25 per event
Small Event (0-4,999 expected attendees)		
Vendor Fee	\$15-\$50	\$15-\$50
Electricity	\$25	\$25
Large Event (5,000+ expected attendees)		
Commercial food vendor	\$100	\$100
ONLY Holly Springs non-profit food vendor	\$50	\$50
Electricity (food vendors only)	\$25	\$25
Vendor Fee	\$60	\$60
Holly Springs Non-profit non-food vendor (A Holly Springs Non-Profit must have a 501(c) (3) certificate and be located within the corporate limits of Holly Springs)	\$0	\$0
Vendor Late Fee (HollyFest and July 5th)	\$15	\$15
Event Sponsorship Packages (each event will specify what is included for each tier offered)		
Tier 1	\$100	\$100
Tier 2	\$250	\$250
Tier 3	\$500	\$500
Tier 4	\$1,000	\$1,000
Tier 5	\$1,500	\$1,500
Tier 6	\$2,000	\$2,000
Tier 7	\$2,500	\$2,500
Tier 8	\$3,000	\$3,000
Tier 9	\$3,500	\$3,500
Tier 10	\$5,000	\$5,000
Advertising/Signage Fees		
Baseball/Softball (excludes Ting Stadium)		
Field Advertisement Signs – per Field (4'x8')	\$500	\$500
Entrance Advertisement Signs – (4'x8')	\$750	\$750
Light Pole Banners – (72"x24")	TBD based upon design, number, color etc	TBD based upon design, number, color etc
Soccer Complex (Womble Park and Ting)		
Field Advertisement Signs – (4'x8')	\$500	\$500
Entrance Advertisement Signs – (4'x8')	\$750	\$750
Gymnasium		
Gymnasium Banners – per Banner (4' x 2.5')	\$300	\$300

Fee Schedule



Parks & Recreation Department (continued)

Description	Approved Fee FY2020-21	Recommended Fee FY2021-22
Bass Lake Park & Retreat Center		
Conference Room		
Deposit (Required) / Min. 3 hour rental	\$300	\$300
Alcohol Deposit	\$300	\$300
Hourly Rental / Non Res Fee	\$77/\$116	\$77/\$116
Holly Springs Non-Profit Groups hourly fee (weekdays from 8 AM until 2 PM only)	\$53	\$53
Evening Conference Room Rental		
Deposit (Required)	\$100	\$100
M-TH conference room rental rate (includes room set up and A/V equipment for up to 3 hours of use)	\$185/\$278	\$185/\$278
Deck Rental		
Deposit (Required)	\$100	\$100
Hourly Rental	\$30/\$45	\$30/\$45
Holly Springs Non-Profit Groups hourly fee (weekdays from 8 AM until 2 PM only)	\$23	\$23
Packages		
Bass Lake Birthday Party Package / Non Res Fee per hour (\$50 deposit)	\$154/\$231	\$154/\$231
Weekend Wedding Package / Non Res Fee	\$2,200/\$3,300	\$2,200/\$3,300
4 Hour Wedding Package / Non Res Fee (\$200 Deposit) Sunday-Thursday Only	n/a	\$325/\$488
Weekday Business Package / Non Res Fee	\$275/\$413	\$275/\$413
Weekday Business Package – Deck / Non Res Fee (\$25 deposit)	\$110/\$165	\$110/\$165
Extra Fees		
Daily Audio/Video Equipment / Non Res Fee	\$35/\$53	\$35/\$53
Bass Lake Building and Deck Lights		
Light set up for rentals prior to evening events	\$100/\$150	\$100/\$150
Boats & Canoes		
Canoe or Boat Hourly Rental	\$5	\$5
Hourly Motor Rental (in conjunction with a boat rental)	\$10	\$10
Summer Camp Fees		
Specialty Camp per week	\$175/\$263	\$175/\$263

Fee Schedule

Parks & Recreation Department (continued)		
Description	Approved Fee FY2020-21	Recommended Fee FY2021-22
Sugg Farm at Bass Lake		
Event Deposit	20% of rental fee	20% of rental fee
General Event	\$2,500	\$2,500
General Event - Extra Day	\$825	\$825
Per Extra Day – Set-up or Breakdown	\$413	\$413
5K Race Rental (Includes one day for set up)	\$1,000	\$1,000
5K Race Rental Extra Day	n/a	\$330
5K Race Rental Extra Day for Set Up or Break Down	n/a	\$165
High School Cross Country Weekend Meet	\$500	\$500
High School Cross Country Team Charge for Practices and Weekday Meets (Team who participate in 2 or more meets or practices per Fall season)	\$150	\$150
Greenway Fees (extra fees may apply depending upon need)		
Womble Park (per event) rental / non-resident	\$250/\$375 per event	\$250/\$375
Half Marathon rental (12 month lead time required)	\$2,500	\$2,500
Portable Stage Rental		
Deposit	\$50	\$50
Rental fee	\$200	\$200
Extra day fee	\$50	\$50
Hay Wagon Rental		
Deposit (per wagon)	\$50	\$50
Hourly Rental fee (2 hour minimum)	\$150 per hour	\$150

Fee Schedule



Parks & Recreation Department (continued)

Description	Approved Fee FY2020-21	Recommended Fee FY2021-22
Cultural Center		
Room Rental - 2 hour minimum		
Room Deposit (per room)	\$50	\$50
Hourly Fee per room / Non Res Fee	\$30/\$45	\$30/\$45
Hourly Non-Profit Group Fee	\$23	\$23
Hourly Kitchen (Rm #126) / Non Res Fee	\$10/\$15	\$10/\$15
Hourly Non-Profit Group Fee	\$8	\$8
Alcohol Deposit	\$100	\$100
Hourly Bartender Fee	\$25/\$28	\$25/\$28
Theatre Rentals (Private Events) - 3 hour minimum		
Theater Deposit	\$100	\$100
Hourly Theatre Fee (private events, recitals, special events) / Non Res Fee	\$125/\$188	\$125/\$188
Hourly Non-Profit Group Fee (weekdays from 8 AM until 2 PM only)	\$94	\$94
Hourly Technical Staffing Fee (per employee) / Non Res Fee	\$30/\$45	\$30/\$45
Performance Groups/Rentals Ticketing Services	20% of net ticket sales (after taxes)	20% of net ticket sales (after taxes)
Dance Floor Rental/Non Res Fee (one setup/breakdown)	\$60/\$90	\$60/\$90
Backline Equipment Usage Fee (set up/take down included)	\$75/\$113	\$75/\$113
Cultural Center Outdoor Venue		
Hourly Springs Outdoor Stage Fee / Non Res Fee	\$50/\$60 per hour	\$50/\$60
Hourly Non-Profit Group Fee (weekdays from 8 AM until 2 PM only)	\$38	\$38
Daily Springs Outdoor Stage Package / Non Res Fee (8 hour block)	\$200/\$300 per day (8 hour block)	\$200/\$300
Daily Non-Profit Groups (8 hour block)	\$150 per day (8 hour block)	\$150
Hourly Technical Staffing Fee (per employee) / Non Res Fee	\$30/\$45	\$30/\$45
Daily Outdoor sound system rental fee (does not include Technical Staffing Fee) - Within Town Limits	\$400 per day	\$400

Fee Schedule

Parks & Recreation Department (continued)		
Description	Approved Fee FY2020-21	Recommended Fee FY2021-22
Farmers Market (Traditional Season)		
Vendor – Weekly	\$210	\$210
Vendor – Alternative A/B Week Schedule	\$150	\$150
Vendor – Daily/Substitute	\$20	\$20
Vendor – Seasonal Produce	\$60	\$60
Little Sprouts Vendor – Daily	\$25	\$25
Farmers Market (Winter Season)		
Winter Vendor – Full Season	\$150	\$150
Winter Vendor – One Saturday per month	\$85	\$85
Winter Vendor – daily/substitute	\$20	\$20
Annual Farmers Market		
Vendor – Extended Season Weekly	\$360	\$360
Vendor – Extended Season Alternative A/B Week Schedule	\$220	\$220
Farmers Market General Fees		
Electricity	\$25/season	\$25/season
Each Additional Booth Space or Produce/Meat Vendor Vehicle	50% of regular booth fee/additional space	50% of regular booth fee/additional space
Night Market Vendor Fee	n/a	\$10
25% Non-profit Rental Fee Discount for All Facilities (one time per fiscal year per qualifying nonprofit)		

Fee Schedule



Water Quality Lab Fees

Any analysis that the Town's Environmental compliance Laboratory is not certified to perform will be billed to the business or industry at the Town's cost plus 10% handling fee.

Description	Approved Fee FY2020-21	Recommended Fee FY2021-22
Permit Application	\$500	\$500
Permit Renewal	\$250	\$250
Permit Modification	\$250	\$250
Annual Administrative Fee	\$250	\$250
Lab Analysis Fees		
Biological Oxygen Demand (BOD)	\$35	\$35
Total Suspended Solids (TSS)	\$12	\$12
Ammonia	\$20	\$20
Total Phosphorus	\$30	\$35
Conductivity / pH	\$6 each	\$6 each
Fecal Coliform	\$40	\$40
Total Coliform	\$45	\$45
Dissolved Oxygen	\$6	\$6
Orthophosphorus	\$30	\$35
Total Nitrogen	\$40	\$40
Site Visit	\$100	\$100
Sampler Rental Fee	\$60 per day	\$75 per day
Pretreatment Surcharge Rates: (surcharges will be based upon monthly reported averages that occur above the concentration limit)		
Biological Oxygen Demand (BOD)	\$0.80 per lb. when exceeding 300 mg/l	\$0.80 per lb. when exceeding 300 mg/l
Ammonia	\$2.00 per lb. when exceeding 25 mg/l	\$2.00 per lb. when exceeding 25 mg/l
Total Suspended Solids (TSS)	\$0.60 per lb. when exceeding 300 mg/l	\$0.60 per lb. when exceeding 300 mg/l
Total Nitrogen	\$1.35 per lb. when exceeding 45 mg/l	\$1.35 per lb. when exceeding 45 mg/l
Total Phosphorus	\$2.21 per lb. when exceeding 6 mg/l	\$3.09 per lb. when exceeding 6 mg/l
Fat, Oils and Grease Program Violation Fees		
Grease Interceptor Not Maintained – Notice of Violation (NOV)	\$100	\$100
Grease Interceptor Missing Components – NOV	\$100	\$100
Food Serve Establishment with no Grease Interceptor/unapproved grease interceptor – NOV	\$100	\$100
Failure to implement expected action from NOV – Second NOV	\$250	\$250
Failure to implement expected action from second NOV (Third NOV)	Utility Service suspended with reconnection fee	Utility Service suspended with \$500 reconnection fee

Fee Schedule

Fire Department Fees		
Description	Approved Fee FY2020-21	Recommended Fee FY2021-22
Fire Prevention and Miscellaneous Permit/Inspection Fees		
Fire Prevention/Misc	\$100	\$100
Commercial Burn	\$100	\$100
Blasting Permit	\$50	\$50
Fixed Fire Suppression Systems	\$50	\$50
Fuel Storage	\$75 per Tank	\$75 per Tank
Water Supply (Hydrant Placement)	\$100	\$100
After Hours Inspections (2 business day notice)	\$125/hr, min 2 hrs if directly after work hours; \$125/hr, min 3 hrs if Inspector has to leave home	\$125/hr, min 2 hrs if directly after work hours; \$125/hr, min 3 hrs if Inspector has to leave home
Reinspection Fee	\$75	\$75
Fire Prevention Permit / Inspection Fees (Shell, New Building, Fit-up, Multi-Family)		
0-5,000 SF	\$150	\$150
5,001-10,000 SF	\$200	\$200
10,001-25,000 SF	\$250	\$250
>25,001 SF	\$300	\$300
Fire Alarm & Fire Sprinkler Permit / Inspection Fees		
0-5,000 SF	\$150	\$150
5,001-10,000 SF	\$200	\$200
10,001-25,000 SF	\$250	\$250
>25,001 SF	\$300	\$300
Fire Prevention and Miscellaneous Plan Review Fees		
Fire Prevention/Misc	\$50	\$50
Commercial Burn	\$50	\$100
Blasting Permit (30 / 90 Days)	\$100	\$100 / \$200
Fixed Fire Suppression Systems	\$100	\$100
Plan Review Revision	\$50	\$50
Fuel Storage	\$100	\$100
Residential Subdivision Site	\$100	\$100
Express Review	\$250	\$250
Express Re-Review	\$100	\$100

Fee Schedule



Fire Department Fees (continued)

Description	Approved Fee FY2020-21	Recommended Fee FY2021-22
Fire Prevention Plan Review Fees (Shell, New Building, Fit-up, Multi-Family)		
0-5,000 SF	\$150	\$150
5,001-10,000 SF	\$200	\$200
10,001-25,000 SF	\$250	\$250
>25,000 SF	\$300	\$300
Plan Review Revision	\$150	\$150
Fire Alarm & Fire Sprinkler Plan Review Fees		
0-5,000 SF	\$150	\$150 + \$2.00 per Device/Head
5,001-10,000 SF	\$200	\$200 + \$2.00 per Device/Head
10,001-25,000 SF	\$250	\$250 + \$2.00 per Device/Head
>25,000 SF	\$300	\$300 + \$2.00 per Device/Head
Plan Review Revision	\$150	\$150
Fire Department Fees not included in the fee schedule or fees for unique situations will be referred to supervisory staff and subsequently to the Department Director for approval.		

Fire Department Periodic Inspection Fees								
Square Feet	1-2,500	2,501-5,000	5,001-10,000	10,001-25,000	25,001-50,000	50,001-100,000	100,001-500,000	500,001-Plus
Inspection Fee	\$35	\$50	\$65	\$80	\$100	\$125	\$165	\$250
1st Re-inspection	No Fee	No Fee	No Fee	No Fee	No Fee	No Fee	No Fee	No Fee
2nd Re-inspection	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75
3rd Re-inspection	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Subsequent 1st Offense	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Subsequent 2nd Offense	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200
3rd Subsequent Offense	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500

Police Department Fees

Description	Approved Fee FY2020-21	Recommended Fee FY2021-22
Golf Cart Registration and Inspection Fee	\$50	\$50
Golf Cart Registration Renewal and Re-inspection Fee	\$20 Annually	\$20 Annually
Road Race Application Fee	\$150	\$150

Fee Schedule

Miscellaneous Fees		
Description	Approved Fee FY2020-21	Recommended Fee FY2021-22
Vehicle, Equipment & Labor Hourly Charges		
Backhoe	\$50	\$50
Pickup Truck	\$30	\$30
Dump Truck	\$45	\$45
Police Vehicle	\$25	\$25
Other Town Vehicles	\$15	\$15
Other Town Equipment	\$25	\$25
Traffic/Street Sign Installation and Replacement Fees		
U-Channel post 10'	\$30	\$30
U-Channel post 12'	\$33	\$33
Sign Brackets	\$6	\$6
Street sign 6" x 30"	\$35	\$35
Street sign 6" x 36"	\$35	\$35
Street sign 6" x 42"	\$35	\$35
Street sign 6" x 48"	\$35	\$35
Street sign 6" x 54"	\$35	\$35
Street sign 9" x 30"	\$40	\$40
Street sign 9" x 36"	\$40	\$40
Street sign 9" x 42"	\$40	\$40
Traffic signs 12" x 18"	\$42	\$42
Traffic signs 18" x 24"	\$52	\$52
Traffic signs 30" x 30" (Octagon)	\$85	\$85
Decorative Combo Assembly	\$930	\$930
Decorative Stop Assembly	\$565	\$565
Decorative Speed Limit Assembly	\$565	\$565
Labor Charges		
Department Head	\$50	\$50
Supervisor	\$40	\$40
Technician	\$30	\$30
Police Chief/Command Staff	\$75	\$75
Police Supervisor	\$55	\$55
Police Officer	\$35	\$35
Public Information Fees		
Candidate Filing Fee	\$50	\$50
Solicitor/Peddler Permit	\$25	\$25
Irrigation Permit	\$50	\$50

Fee Schedule



Miscellaneous Fees (continued)		
Description	Approved Fee FY2020-21	Recommended Fee FY2021-22
Paper Copies		
8 1/2 x 11 (per side)	\$.10 per page	\$.10 per page
8 1/2 x 14 (one/two side)	\$.10 per page	\$.10 per page
11 x 17 (one/two side)	\$.20 per page	\$.20 per page
Electronic Files		
CD Rom or Flash Drive	\$10 each	\$10 each
Envelopes		
Letter Size	\$.04 each	\$.04 each
6 x 9 Kraft	\$.10 each	\$.10 each
9 x 12 Kraft	\$.14 each	\$.14 each
10 x 13 Kraft	\$.16 each	\$.16 each
Postage		
Postage	Actual Postage	Actual Postage
Certified Copies		
Eligible Paper Documents Only	\$.35 per order, + cost of copies	\$.35 per order, + cost of copies
Cemetery Fees		
Cemetery Plot - 5 x 10 Plot - Resident	\$750 each \$1,200 for 2 \$2,000 for 4	\$750 each \$1,200 for 2 \$2,000 for 4
Cemetery Plot - 5 x 10 Plot - Non Resident	\$1,000 each \$1,500 for 2 \$3,000 for 4	\$1,000 each \$1,500 for 2 \$3,000 for 4
Administrative Grave Opening Fee	\$75 per plot	\$75 per plot



Town of
**HOLLY
SPRINGS**
North Carolina

Fiscal Policy



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 Holly Springs, N.C.	FN-11 Fiscal Policy Guidelines	
Administrative Rules	Prepared By:	Mary Hogan
	Dept./Title:	Finance
	Date Approved:	June 4, 2019
	Effective Date:	July 1, 2019
	Supersedes Old #:	FN-10
	Old Effective Date:	Oct. 2, 2012

Fiscal Policy Guidelines – Objectives

This fiscal policy is a statement of the guidelines and goals that will influence and guide the financial management practice of the Town of Holly Springs, North Carolina. A fiscal policy that is adopted, adhered to, and regularly reviewed is recognized as the cornerstone of sound financial management. Effective fiscal policy:

- Contributes significantly to the Town's ability to insulate itself from fiscal crisis;
- Enhances short term and long term financial credit ability by helping to achieve the highest credit and bond ratings possible;
- Promotes long-term financial stability by establishing clear and consistent guidelines;
- Promotes the view of linking long-run financial planning with day to day operations; and
- Provides the Town Council, citizens, and the Town's professional management a framework for measuring the fiscal impact of government services against established fiscal parameters and guidelines.

To these ends, the following fiscal policy statements are presented.

Capital Improvement Budget Policies

1. The Town will prioritize all capital improvements in accordance with a capital improvement program.
2. The Town will develop a five-year plan for capital improvements and review and update the plan annually.
3. The Town will coordinate development of the capital improvement program with development of the operating budget.
4. The Town will use intergovernmental assistance to finance only those capital improvements that are consistent with the capital improvement plan and Town priorities.
5. The Town will maintain all its assets at a level adequate to protect the Town's capital investment and to minimize future maintenance and replacement costs.
6. The Town will identify the estimated costs and potential funding sources for each capital project proposal before it is submitted for approval.
7. The Town will attempt to determine the least costly and most flexible financing method for all new projects.

continued next page

Debt Policies

General

1. The Town will confine long-term borrowing to capital improvement or projects that cannot be financed from current revenues except where approved justification is provided.
2. The Town will utilize a balanced approach to capital funding utilizing debt financing, draws on capital reserves and/or fund balances in excess of policy targets, and current-year (pay-as-you-go) appropriations.
3. When the Town finances capital improvements or other projects by issuing bonds or entering into capital leases, it will repay the debt within a period not to exceed the expected useful life of the project. Target debt ratios will be annually calculated and included in the review of financial trends.
4. Where feasible, the Town will explore the usage of special assessment, revenue, or other self-supporting bonds instead of general obligation bonds.
5. The Town will retire tax anticipation debt, if any, annually and will retire bond anticipation debt within six months after completion of the project.

Tax Supported Debt

6. Net debt as a percentage of total assessed value of taxable property should not exceed 2.5%. Net debt is defined as any and all debt that is tax-supported.
7. The ratio of debt service expenditures as a percent of total governmental fund expenditures should not exceed 15% with an aggregate ten-year principal payout ratio target of 55% or better.

Reserve Policies

1. Unassigned Fund Balances will mean funds that remain available for appropriation by the Town Council after all commitments for future expenditures, required reserves defined by State statutes, and previous Council designations have been calculated. The Town will define these remaining amounts as “available fund balances.”
2. Available fund balances at the close of each fiscal year should be targeted range between 20-25% of General Fund expenditures with a minimum of 20%. Reserves beyond 20% of the Total Annual Operating Budget of the Town may be used for one-time use.
3. The Town Council may, from time-to-time, appropriate available fund balances below the 20% policy for the purposes of a declared fiscal emergency or other such global purpose as to protect the long-term fiscal security of the Town of Holly Springs. In such circumstances, the Council will adopt a plan to restore the available fund balances to the policy level within 36 months from the date of the appropriation. If restoration cannot be accomplished within such time period without severe hardship to the Town, then the Council will establish a different but appropriate time period.

Budget Development Policies

1. The Town will develop the Annual Budget in conjunction with a stated program of performance objectives and measures with which to gauge progress toward meeting those objectives.
2. Water and sewer rates will be established at the appropriate level to enable the related funds to be self-supporting. In addition water and sewer rates will be established to maintain compliance with Revenue Bond Covenants.
3. One-time or other special revenues will not be used to finance continuing Town operations but instead will be used for funding special projects.
4. The Town will pursue an aggressive policy seeking the collection of delinquent utility, license, permit and other fees due to the Town.
5. The Town Council will receive a financial report at the end of each quarter showing year-to-date revenues and expenditures and comparing each amount to the budget as amended.
6. Budget amendments will be brought to the Town Council for consideration as needed. A monthly budget amendment report will be brought to the Town Council for all prior month budget amendments.
7. The Budget Officer may transfer amounts of expenditures between departments or between funds in the budget. The Budget Officer may transfer amounts up to fifteen thousand dollars (\$15,000) between departments of the same fund without prior Council Action. The Budget Officer may transfer up to fifteen thousand dollars (\$15,000) between funds without prior Council Action.

Cash Management and Investment Policies

1. It is the intent of the Town that public funds will be invested to the extent possible to reduce the need for property tax revenues. Funds will be invested with the chief objectives of safety of principal, liquidity, and yield, in that order. All deposits and investments of Town funds will be in accordance with N.C.G.S. 159.
2. The Town will use a Central Depository to maximize the availability and mobility of cash for all funds that can be legally and practically combined.
3. The Town may deposit Town Funds into: Any Board approved Official Depository, if such funds are secured in accordance with NCGS-159 (31). The Town may invest Town Funds in: the North Carolina Capital Management Trust, US Treasury Securities, US Agency Securities specifically authorized in GS-159 and rated no lower than “AAA”, and Commercial Paper meeting the requirements of NCGS-159 plus having a national bond rating.
4. Investment of the Town will be diversified to eliminate the risk of loss as a result of over concentration of securities in a specific issuer, class of securities, or maturity sector.
5. Investment income will be allocated to each participating fund or account based on a fair and equitable formula determined by the Finance Director.

End of Administrative Rule No. FN-11

Approved by the Holly Springs Town Council, this, the 4th day of June, 2019.




Linda McKinney, Town Clerk



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Glossary

Ad Valorem Tax.

A property tax levied according to assessed value.

Annual Budget.

A budget covering a single fiscal year (July 1 - June 30).

Appropriation.

The amount budgeted on a yearly basis to cover projected expenditures which have been legally authorized by the Town Council.

Assessed Valuation.

The value real estate or personal property as determined by tax assessors and used as a basis for levying taxes.

Assessment.

The process for determining values of real and personal property for taxation purposes.

Budget.

A plan covering a fiscal year which projects expenditures for providing services and revenues to finance them. The Town's adopted budget is the official expenditure policy of the Town Council and an effective tool for managing Town operations. The budget is the legal instrument by which Town funds are appropriated for specific purposes and by which Town government positions are authorized. N.C. General Statutes require the budget to be balanced.

Budget Amendment.

A legal procedure used by Town staff and Council to revise a budget appropriation.

Budget Document.

A formal document presented to the Town Council containing the Town's financial plan for a fiscal year. The Budget document is presented in two phases, proposed and final, the latter of which reflects the budget as adopted and approved by the Town Council.

Budget Message.

A written overview of the proposed budget from the Town Manager to the Mayor and Town Council which discusses the major budget items and the Town's present and future financial condition.

Budgetary Control.

The control or management of a government in accordance with an approved budget to keep expenditures within the limitations of available appropriations and revenues.

Capital Outlay.

Expenditure resulting in the acquisition of or addition to the Town's general fixed assets costing more than \$5,000 and having a useful life of greater than three years.

Capital Improvement Plan.

A long-range plan of proposed capital improvement projects, which includes estimated project costs and funding sources that the Town expects to carry out over a five-year period. The program is updated annually to reassess capital needs and for the preparation of the capital budget.

Contingency.

An appropriation of funds to cover unanticipated events that may occur during the fiscal year. Transfers from this line item must be approved by Town Council. North Carolina General Statutes require that the contingency amount be limited to 5% of the other appropriations within a respective fund.

Deficit.

An excess of expenditures over revenues or expense over income.

Encumbrances.

A financial commitment for services, contracts, or goods which have not, as of yet, been delivered or performed.

Enterprise Fund.

A fund which accounts for the operations that are financed from user charges and whose operation resembles a business.

Expenditures.

Outflows of net financial resources. They include current operating expenses requiring the present or future use of net current assets, debt service and capital outlays, and intergovernmental grants, entitlements, and shared revenues.

Fiscal Year.

A twelve month period (July 1 through June 30) to which the annual operating budget applies and at the end of which an assessment is made of the Town's financial condition and performance of its operations.

Franchise Tax.

A tax levied on the gross sales of Public Utilities. Such taxes were assessed by the state as a function of permitting the respective utilities to do business in the state of North Carolina. Such taxes are shared between the state and its municipalities according to the respective ratio of gross sales within those jurisdictions.

continued next page

Glossary



Fund.

An accounting entity created to record the financial activity for a selected financial grouping. A fund is set up to carry out a special function or attain certain objectives in accordance with set laws and regulations (i.e. General Fund).

Fund Balance.

The difference between fund assets and fund liabilities of the governmental unit.

General Fund.

A fund which provides for the accounting of all financial resources except those designated to other funds. Most of the basic government services, such as police, fire, sanitation, or street maintenance are accounted for in this fund.

Grants.

A contribution or gift in cash or other assets from another government to be used for a specific purpose. For example, a grant from the State of North Carolina for the construction of a major highway.

Interest and Penalties on Taxes.

Uncollected interest and penalties on ad valorem taxes.

Intergovernmental Revenues.

Revenues from other governments (state, federal, local) which can be in the form of grants, shared revenues, or entitlements.

Levy.

The amount of tax, service charges, and assessments imposed by a government.

Non-operating Expenses.

Expenses which are not directly related to the provision of services such as debt service.

Non-operating Revenues.

Revenues which are generated from other sources (i.e. interest income) and are not directly related to service activities.

Operating.

Those costs, other than personnel and capital outlay, which are necessary to support the day-to-day operation of the Town. Includes items such as telephone charges, utilities, office supplies, advertising, travel, and printing.

Personnel.

Expenditures for salaries and fringe benefits including merit increases, social security, retirement, health insurance, life insurance, 401 (k), and other employee benefits.

Policy.

A definite course or method of action in light of given conditions to guide and determine present and future decisions.

Powell Bill Funds.

Funding from state-shared gasoline tax which is restricted for use on maintenance of local streets and roads.

Property Taxes.

Taxes levied on both real and personal property according to the property's valuation and tax rate.

Reclassification.

Change in a position title and/or the associated pay range based on changes in the job skills required for a given position

Reserve.

An account designated for a portion of the fund balance which is to be used for a specific purpose.

Revenue.

Inflows of financial resources that increase the fund balance account. Expenditure refunds, interfund transfers, and debt proceeds are not considered revenues.

Surplus.

The amount by which revenues exceed expenditures.

Tax Rate.

The amount of tax stated in terms of a unit of the tax base



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Town of Holly Springs
128 South Main Street
Post Office Box 8
Holly Springs, NC 27540
www.hollyspringsnc.gov



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 10.

New Business

Title: 2021 Street Resurfacing Project (TOHS Eng. Proj. 21-004)

Strategic Priority Area: Responsible & Balanced Growth
Safe & Friendly

Staff Resource: Aaron Levitt, Utilities and Infrastructure

Action(s):

- Approve budget amendment for \$654,752 appropriating restricted Powell Bill fund balance for additional funds needed for the resurfacing project.
- Award the 2021 Street Resurfacing Project contract to Turner Asphalt Inc. and provide funding in the amount of \$1,105,000.00, which consists of the base bid amount of \$1,004,555 plus \$100,445 in contingency.
- Award the geotechnical contract to NV5 Engineers and Consultants, Inc. and provide funding in the amount of \$14,000, which consists of the contract price of \$12,500 plus \$1,500 in contingency.

Explanation:

- Every fiscal year, North Carolina provides funding for roadway maintenance based on the total number of miles of streets in each municipality.
- Approximately every five years, a street rating survey (American Society for Testing Materials (ASTM) method) is performed on the entire Town-maintained road network.
- Based on that street rating survey, streets are prioritized for rehabilitation based on condition alone.
- Utilities and Infrastructure staff have completed prioritization, design plans and a project manual in-house for the 2021 Street Resurfacing Project.
- A geotechnical firm was also hired to optimize the results of the street improvement project.
- This project consists of the rehabilitation of 13 road sections approximately 17,161 linear feet or 3.25 miles throughout Town. Please refer to the Project Map for individual names and locations.
- Total project cost including resurfacing and geotechnical contracts and contingency is \$1,119,000.
- The project includes pavement repair and resurfacing, associated millings and utility adjustments.
- On May 11, 2021, the Town received five bids for this project. On May 12, 2021, bids were publicly opened via a recorded meeting.
- Staff recommends awarding the contract to the lowest responsive responsible bidder Turner Asphalt Inc.
- Construction is anticipated to start in summer 2021 with an estimated completion winter

Town Council Business Meeting
June 1, 2021

of 2021, for a duration of 150 days.

- There is \$464,248 in current year Powell Bill funds remaining in the operating budget. The budget amendment appropriates an additional \$654,752 in Powell Bill restricted fund balance to bring the new total to \$1,119,000.

Background:

- Powell Bill funds are annual state-shared gas tax revenues allocated to municipalities in North Carolina for roadway maintenance under G.S. 136-41.1-4.
- The town maintains over 140 miles of roadway for which it receives state funds.
- In addition to the street rating survey, Utilities and Infrastructure applies additional factors such as traffic volume, safety, and interconnectivity to create a roadway resurfacing priority ranking list.
- An update of the street rating survey is scheduled for Fiscal Year 2021-22 which will help identify and prioritize future resurfacing street segments.

Funding Source(s):

- \$464,248 in the approved Powell Bill operating budget with an additional \$654,752 from Powell Bill Restricted Fund Balance.

Attachment(s):

1. Turner Asphalt Contract (Partial)
2. 21-004 Bid Tabulation
3. 21-004 Bid Recommendation
4. Geotechnical Contract Proposal
5. Project Budget
6. Project Map
7. FY21 Budget Amendment Form - Powell Bill Fund Balance

PROJECT MANUAL

FOR

TOWN OF HOLLY SPRINGS

2021 STREET IMPROVEMENT

PROJECT NO. 21-004

April 2021



MAYOR:
TOWN CLERK:
TOWN MANAGER:
ASST. TOWN MANAGER:
EXEC. DIR. OF UTILITIES
AND INFRASTRUCTURE:
PRINCIPAL ENGINEER:
PROJECT ENGINEER:
PROJECT ENGINEER:
DEV. CONSTRUCTION
COORDINATOR:

DICK SEARS
LINDA MCKINNEY
RANDY HARRINGTON
J. SCOTT CHASE

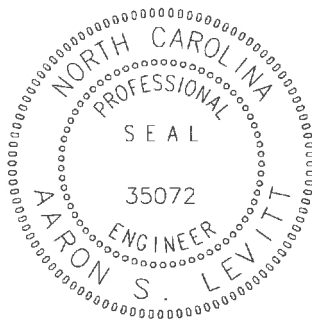
KENDRA D PARRISH, P.E. CFM
AARON S. LEVITT, P.E.
DIRK SIEBENBRODT, P.E.
MATEO BURBANO, E.I.T.

DAVID SUMMERS

CERTIFICATION

I HEREBY CERTIFY THAT THE SPECIFICATIONS CONTAINED HEREIN AND THE ACCOMPANYING PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

SIGNED, SEALED, AND DATED THIS 3rd DAY OF April, 2021.



BY 
Aaron S. Levitt, PE

Project Name: Town of Holly Springs 2021 Street Improvement
Project No.: 21-004

**Town of Holly Springs 2021 Street Improvement
Project No. 21-004
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INVITATION TO BID

TOWN OF HOLLY SPRINGS
Holly Springs, North Carolina

ADVERTISEMENT DATE

Sealed bids will be received by the Town of Holly Springs via mail until Tuesday, **May 11, 2021 at 2:00 pm**. Additionally, 48 hours before the mail deadline a box with the label "Bid Plans" will be placed at the back entrance/rear door of Town Hall off the plaza.

The public opening will be held on Wednesday, **May 12, 2021 at 3:00 pm** at which time the bids will be publicly opened and read aloud via Zoom Meeting as shown here: (this link will also be available on the Town's website).

Topic: TOHS #21-004 Street Improvement Bid Opening
Time: May 12, 2021 03:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://hollysprings.zoom.us/j/95650456494?pwd=dzVmU0tIWfZvZyt3Q3JYdklXMIBWZz09>

Meeting ID: 956 5045 6494

Passcode: 718255

One tap mobile

+13017158592,,95650456494# US (Washington DC)

+13126266799,,95650456494# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

Meeting ID: 956 5045 6494

Find your local number: <https://hollysprings.zoom.us/u/abalmu9NA>

The project is generally described as follows:

The work for the Town of Holly Springs 2021 Street Improvement Project includes pavement repair and resurfacing, including associated millings, utility adjustments, and pavement marking for these roads (in these neighborhoods) or sections thereof: Holly Meadows Drive (Holly Glen), County Lane & Marmalade Court (VDAP), Clayridge Way (Avent Acres), Little Leaf Court (Oakhall), Springstone Drive (Comm. Zone at Windcrest), Birdsong Way (Remington), Blooming Meadows Road & Crossfire Road & Pfeiffer Lane (Valleyfield), Linksland Drive (Sunset Ridge) and Linksland Drive, Crossway Lane & Elam Street (Sunset Ridge North).

Plans, Specifications, and Contract documents may be seen at the office of the Director of Utilities & Infrastructure, Holly Springs Town Hall, 128 S. Main St., Holly Springs, North Carolina, on the

Project No. 21-004

00200-2

Town of Holly Springs
2021 Street Improvement

Town's website at www.hollyspringsnc.us, and at the following electronic plan rooms: Carolina Plan Room, Construct Connect, NC Institute of Minority Economic Development, Planscope.com (Accent Imaging), Bidclerk, Carolina AGC, and iSqFt; documents may be obtained after April 21, 2021 at the Town of Holly Springs Town Hall, North Carolina, upon a non-refundable payment of \$75.00 per set in cash or check. Postage and handling charge of \$25.00 will be added for any items that are mailed.

REQUIRED: Plan holders are required to sign up for "Construction Bids" notifications at www.hollyspringsnc.us/bids.aspx for further project notifications/addenda.

The project will be funded by public funds from the Town of Holly Springs, therefore; bidding, contract award and bonding requirements shall conform to N.C Statutes for public facilities construction. Minority firms are encouraged to submit proposals.

Award will be made to the lowest, responsive, responsible bidder unless all bids are rejected. The Town of Holly Springs reserves the right to reject any or all bids.

Contractors offering a proposal on this project must be licensed to do the specified type of contracting in the State of North Carolina. The Use of any sub-contractor on this project must be approved by the Engineer. Any bidder that is currently in litigation with the town will be disqualified from bidding.

A pre-bid meeting for explanation of the project requirements will be conducted at **2:00 p.m. on May 03, 2021** via Zoom Meeting as shown here: (this link will also be available on the Town's website).

Topic: TOHS #21-004 Street Improvement Pre-Bid Meeting
Time: May 3, 2021 02:00 PM Eastern Time (US and Canada)

Join Zoom Meeting
<https://hollysprings.zoom.us/j/96927731743?pwd=SU95SUtybERmREDjalc0K0JSdlVQUT09>

Meeting ID: 969 2773 1743
Passcode: 621158
One tap mobile
+16465588656,,96927731743# US (New York)
+13017158592,,96927731743# US (Washington DC)

Dial by your location
+1 646 558 8656 US (New York)
+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)
+1 669 900 9128 US (San Jose)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)

Meeting ID: 969 2773 1743
Find your local number: <https://hollysprings.zoom.us/u/ac1bYOYdcT>

The TOWN OF HOLLY SPRINGS reserves the right to waive any informality, to reject any and all BIDS, and to award a contract which, in its judgment, is in the best interest of the Town of Holly Springs.

The BIDDER to whom a contract may be awarded shall fully comply with the requirements of all North Carolina General Statutes governing the practice of general contracting and the procedures for letting of public contracts.

All bids shall include the entire contract document bound as it was presented for bid, with applicable bidding information filled out. Do not remove sections and resubmit. Each proposal shall be accompanied by a certified check or bid bond in the amount of not less than five percent (5%) of the amount of the total of the itemized bid in the form and subject to the conditions provided in the Instruction to Bidders.

Kendra D. Parrish, PE, CFM
Executive Director of Utilities and Infrastructure

INSTRUCTIONS TO BIDDERS

Each proposal shall be submitted in a sealed envelope on the printed form, or exact copies thereof, contained in the Contract Documents. These proposals shall be plainly marked:

**“Town of Holly Springs 2021 Street Improvement
Town of Holly Springs Project No. 21-004”**

The envelope shall also be marked with the Bidder's name, address, North Carolina **contractor license number**, and name and phone number of a contact person. **All bids shall include the entire contract document bound as it was presented for bid, with applicable bidding information filled out. Do not remove section and resubmit.**

If mailed or delivered, the envelope shall show the date and time of the Bid Opening in order to guard against premature opening of the Bid. Addresses for Delivery of Bids:

US Postal Service	Delivery
Attn: Brent Quick, CLGPO Town of Holly Springs Finance Department P.O. Box 8 Holly Springs, NC 27540	Attn: Brent Quick, CLGPO Town of Holly Springs Finance Department P.O. Box 8 Holly Springs, NC 27540

Bids submitted by facsimile shall not be accepted.

The Owner may consider non-responsive any Bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Bids.

Each proposal shall be accompanied by a Bid Bond payable to the Town of Holly Springs for an amount of not less than five percent (5%) of the total amount bid; or in lieu of the Bid Bond, the bidder may offer a certified check in an amount of not less than five percent (5%) of the total amount bid. The Bids and bidder's bond or checks of all bidders may be held for a period of ninety (90) days pending award of the contract. Notification of award of contract shall be evidence of intent to contract and shall extend time for holding the contractor's bid surety for a time mutually agreed between the Town of Holly Springs and the bidder.

Each proposal is required to have a page providing references to include the company name, address, phone number, e-mail and contact name and position and the type of work completed.

AWARDING CONTRACT

"The Town of Holly Springs, in accordance with the provisions of *Title VI of the Civil Rights Act of 1964* (78 Stat. 252) and the Regulations of the Department of Transportation (49 C.F.R., Part 21), issued pursuant to such act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the ground of race, color, or national origin".

Award will be made to the lowest responsible and responsive Bidder for each Contract as soon as practicable, provided that in the selection of equipment or materials, a Contract may be awarded to a responsible Bidder other than the lowest in the interest of standardization or if ultimate economy is clearly evident.

Evaluation of Bids

1. All spaces for lump sum and unit prices in the Bid Form shall be filled in with a number. Spaces left blank will be evaluated as zero (\$0.00).
2. Discrepancies between the multiplication of units of Work and Unit Prices will be resolved in favor of the Unit Prices.
3. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
4. Discrepancies between words and figures will be resolved in favor of the words.

The award of the Contract, if it is awarded, will be to the lowest responsive, responsible bidder on the base bid whose qualifications indicate the award will be in the best interest of the Town of Holly Springs. The Town of Holly Springs reserves the right to waive technicalities and/or reject any or all bids.

The Owner will not consider any bid or award of Contract to any person, firm, or corporation who has defaulted in any obligation to the Owner or who, in the opinion of the Owner, failed to perform their work satisfactorily, either as to character or time.

Any bidder that is currently in litigation with the town will be disqualified from bidding

A conditioned or qualified bid will not be accepted.

Requirements for the submittal information will vary based on the complexity and importance of the product to the project as a whole. Submittals should be prepared in a concise and straightforward manner. Submittals shall clearly identify variances from the specifications. Products that clearly do not meet the requirements of the specifications and plans should not be submitted. Unless noted, products shall be the manufacturer's standard offering, with standard options.

Incomplete submittals, or submittals received after the deadline, shall not be considered.

Submittals are to be delivered to the Engineer at the address indicated in the "Notice To Bidders". The Owner and Engineer shall review all submittals and issue an Addendum to all document holders no later than 7 days prior to the bid opening date, listing the approved products.

Pre-approval of materials or equipment does not, in any manner, preclude the manufacturer from meeting the full requirements of the specifications, including any performance guarantees required, unless specific exceptions are noted in the pre-approval.

No Post-Bid substitutions shall be permitted except as herein provided.

A Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the contract price, with a corporate surety approved by the Town of Holly Springs, will be required for the faithful performance of the contract. Bidders shall provide certification that performance and payment bond sureties are licensed in North Carolina.

Minority Business participation must be documented and submitted with bids, please see Section 00905 in the contract documents for further direction.

Reference Sheet
(To be filled out with each submittal package)

Company Name	Address	Phone	E-mail	Contact person Name	Contact Person Position	Type of Work Completed

ADDITIONAL INSTRUCTIONS

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

1. The bid form furnished by **Town of Holly Springs** with the proposal shall be used and shall not be altered in any manner.
2. All entries on the bid form, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures. *****Unit prices must be limited to TWO decimal places.*****
4. An amount bid shall be entered on the bid form for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the form.
5. The total amount bid shall be written in figures in the proper place on the bid form. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use "White Out" or similar product to make corrections.

7. The bid shall be properly executed. All bids shall show the following information:

- a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
- b. Name of individual or representative submitting bid and position or title.
- c. Name, signature, and position or title of witness.
- d. Federal Identification Number
- e. Contractor's License Number (If available)

8. Bids submitted by corporations shall bear the seal of the corporation.

9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.

10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

- END OF SECTION 00250 -

SECTION 00300
BID PROPOSAL ("Proposal")

TO: THE TOWN OF HOLLY SPRINGS, NORTH CAROLINA ("Owner")

FROM: "BIDDER" TURNER ASPHALT GC, LLC

ADDRESS 5805 Lease Lane
Raleigh, NC 27617

DATE OF BID May 11, 2021

The Bidder hereby signifies that it is his/her/its intention and purpose to enter into a formal Contract with the Town of HOLLY SPRINGS, North Carolina, to furnish all labor, materials, tools, equipment, apparatus, supplies, and the like required, and to do all the work necessary, for and because of the construction, erection, and/or installation of the proposed "Project":

Town of Holly Springs 2021 Street Improvement

for the Town of HOLLY SPRINGS, North Carolina in accordance with the Contract Documents, including Addenda thereto.** There is deposited, herewith, a certified check in the amount of (must be dollar amount): _____ Dollars (\$_____), or a Bid Bond, in the amount of five percent (5%) of the total aggregate amount of the Bid, made payable to the Owner, the same to be refunded to the Bidder under the conditions of and in accordance with the terms of this Proposal, which are as follows:

THAT: The Bidder has carefully examined the Plans and Specifications and all other Contract Documents and fully understands them.

THAT: The Bidder has carefully examined the site of the Project and is familiar with the conditions under which the work, or any part thereof, is to be performed and the conditions which must be fulfilled in furnishing and/or installing, erecting or constructing any or all items of the Project.

THAT: The Bidder shall provide all necessary tools, machinery, equipment, apparatus, and all other means necessary to do all the work and shall furnish all labor, materials and all else required to complete such Contract as may be entered into, in the manner prescribed in and in accordance with the terms of the Specifications and the Contract and in accordance with the true intent and meaning thereof, and in accordance with the Plans and/or Drawings and the requirements of the Consulting Engineers under them, in a first class manner.

[Terms continued on the following page.]

** Fill in appropriate Addenda number(s):

Addendum #	1	Dated	5/4/2021
Addendum #		Dated	
Addendum #		Dated	
Addendum #		Dated	
Addendum #		Dated	
Addendum #		Dated	

THAT: The rights of the Owner and the recommendations of the Consulting Engineers shall not be questioned in the Award of the Contract.

THAT: It is the intention of the Owner to let contracts on the basis of the Bids received in accordance with G.S. 143-129 and in such manner as the Owner may deem to be for the best interests of the Owner.

THAT: The Owner reserves the right to reject any or all proposals.

THAT: The work under each Section will be awarded under one Contract and that the Owner shall have the right to include such item or items as the Owner may deem to be in the best interests of the Owner.

THAT: On being awarded the Contract, the Bidder shall execute a Performance Bond and a Payment Bond, on the forms included herein, each equal to one hundred percent (100%) of the Awarded Contract Price (Contract Sum), as security for the faithful performance of the Contract.

THAT: The Bidder shall submit, in the blank spaces provided, all data, guarantees and other information called for.

THAT: The Bidder shall submit, herewith, drawings, or cuts and Specifications showing and describing in detail the equipment and/or apparatus which the undersigned proposes to furnish.

THAT: This Proposal shall be signed and submitted in the manner prescribed in the Instructions to Bidders.

THAT: Should this Proposal not be accepted by the Owner, the certified check, in the amount of (must be dollar amount): _____ Dollars (\$ _____) or the five percent (5%) Bid Bond, as applicable, deposited herewith shall be returned to the Bidder.

THAT: Should this Proposal be accepted by the Owner and the Bidder fail or neglect to execute the Contract and furnish the required Bonds within fifteen (15) days after receiving notifications of the acceptance of the Proposal and/or receipt of the formal Contract and Bond forms, the certified check, in the amount of (must be dollar amount): _____ Dollars (\$ _____), or the Bid Bond, deposited herewith shall be retained by the Owner as liquidated damages, it being understood that the Owner reserves the right to extend the time allowed for executing the Contract and/or furnishing the Bond in its sole discretion.

[Terms continued on the following page.]

THAT: The Bidder shall complete such Contract as may be entered into within the number of consecutive calendar days specified in the Contract from the date of the Notice to Proceed.

THAT: The Bidder proposes to enter into a Contract in accordance with this Proposal, the Plans and Specifications and the Contract Documents included herein, for the prices shown on the following pages.

THAT: The Bidder shall be required to submit a complete detailed itemized unit cost breakdown of the Bid Items on the Itemized Bid Proposal form in Section 00510 along with a computed Lump Sum Bid Price amount with this proposal.

THAT: It is the intent of these Contract Documents to obtain a Contract based on Unit Prices with project awarded based upon the lowest qualified total bid based upon unit prices applied to the estimated quantities. Where a discrepancy exists between words and numbers in the Bid amount, the written words shall govern. Where a discrepancy exists between unit prices and mathematical computations in the Itemized Proposal, the unit prices and quantities in the Itemized Proposal shall govern.

THAT: The successful bidder shall have all proper Bidder licenses and privilege licenses required under North Carolina state laws governing their respective trade(s).

THAT: Notice to Proceed and project available shall occur within 60 days of award of contract by the Town Council.

BID PROPOSAL

GENERAL CONSTRUCTION
FOR THE

Town of Holly Springs 2021 Street Improvement - Holly Springs, NC

Town of Holly Springs Project 21-004
(the "Project")

ITEMIZED PROPOSAL

The attached itemized list of work items and materials shall be made a part of this contract along with the completed price per unit of work item. The itemized bid proposal shall consist of the full completion of this list supplemented with any work item the contractor deems necessary to complete the project.

TOTAL "BID" PRICE for the construction of the Project complete as indicated by the Contract Documents (in words and figures):

One Million Four Thousand Five Hundred Ten Dollars
and One Cents (\$ 1,004,510.01)

Bidder TURNER ASPHALT GC, LLC
(Print)

NOTE: PROPOSAL SIGNATURE REQUIRED ON PAGE 00300-6. ALL PROPOSALS MUST BE PROPERLY EXECUTED TO BE CONSIDERED A VALID BID.

CERTIFIED LIST OF EQUIPMENT/MATERIAL MANUFACTURERS

The Bidder, as part of the procedure for the submission of Bids on the Project, submits the following list of Equipment/Materials Manufacturers to be used in the performance of work to be done on said Project. The list of Manufacturers and all equipment/materials furnished shall be based on requirements of the Contract Documents. Changes to this list after the Bid opening shall only be as approved by the Owner upon request by the Bidder or as required by the Owner based upon review of Bidder's submittals:

<u>EQUIPMENT/MATERIALS</u>	<u>MANUFACTURER</u>
See attached list	

It is understood and agreed that, if awarded a Contract, the Bidder shall not make any additions, deletions or substitutions to this certified list without the consent of the Owner. Failure to identify a manufacturer for any or all of the items listed shall constitute an entry of one of the manufacturers listed in its respective technical specification.

CERTIFICATION AFFIDAVIT

THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED A CONTRACT, THIS CERTIFICATION SHALL BE ATTACHED THERETO AND BECOME A PART THEREOF.

TURNER ASPHALT GC, LLC

[If Bidder is not an individual, enter entity name here]

By: _____
(Signature)

NAME OF SIGNER: Wayne Turner
(Please Print or Type)

TITLE OF SIGNER: Managing Member
(Please Print or Type)

DATE: 5/11/2021

BID SECURITY:

Accompanying this Proposal is a (1) BID BOND in the amount of
(2) _____ Dollars
(\$ 5%).

NOTE: (1) Insert the words "bank draft," "certified check," "bid bond", "cash", or "cashiers check", as the case may be.

(2) Amount must be equal to at least five percent (5%) of the total Bid.

BIDDER'S LICENSE:

The Bidder certifies that (he/she/it) is licensed as a Bidder under the specific North Carolina state law regulating his/her/its particular trade and that the number of the license under which he/she/it now operates is 73137.

BIDDER'S CERTIFICATION AS TO ORGANIZATION AND AUTHORITY:

The Bidder certifies that the Affidavit of Organization and Authority, like the other documents attached hereto, form an integral part of the Proposal, and the Bidder acknowledges that the Owner will rely on the information provided therein in reviewing the Proposal and awarding a Contract.

LIQUIDATED DAMAGES:

The Bidder agrees, further, that the Owner may retain those amounts indicated in the Contract from the amount of compensation due the Bidder, under the terms of the Contract, for each and every day that the work remains incomplete and/or unsatisfactory beyond the completion date(s) specified in the Notice to Proceed. This amount is agreed upon as the proper measure of liquidated damages the Owner will sustain, per day, by the failure of the Bidder to complete the work within the stipulated time, and it is not to be construed in any sense as a penalty.

The Bidder shall not have or bring a claim against the Owner, or raise as a defense against the imposition of liquidated damages, other construction purportedly impeding Bidder's progress or timely project completion.

(SIGNATURE PAGE)

Dated May 11, 2021.



TURNER ASPHALT GC, LLC (SEAL)

Bidder—Legal Entity

By: _____ (SEAL)

(SIGN HERE)

Wayne Turner

Printed Name

5805 Lease Lane

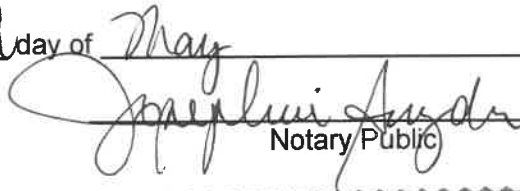
Raleigh, NC 27617

Address

(919) 730-1046

Telephone No.

Subscribed and sworn to before me this 11th day of May, 2021


Notary Public

My Commission Expires:

12-12-21

JOSEPHINE SNYDER
NOTARY PUBLIC
WAKE COUNTY
STATE OF NORTH CAROLINA

BID BOND

This is a Bid Bond that is subject to the provisions of Article 3 of Chapter 44A of the North Carolina General statutes.

This Bid Bond is executed on May 11, 2021.

The name of the PRINCIPAL is Turner Asphalt GC, LLC (1)

5805 Lease Lane, Raleigh, NC 27617 (2)

The name of the SURETY is Westfield Insurance Company

P. O. Box 5001, Westfield Center, OH 44251 - 5001

The TOWN OF HOLLY SPRINGS, NORTH CAROLINA is the OWNER.

The amount of the Bond is Five Percent of Amount Bid

(Dollars) (\$ 5%)

KNOW BY ALL MEN BY THESE PRESENTS, the Principal and Surety above named are hereby held and firmly bound unto the above named OWNER hereinafter called the OWNER in the penal sum of the amount stated above in lawful money of the United States, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the OWNER a certain Bid Proposal, attached hereto and hereby made a part hereof to enter into a Contract in writing, for the construction of:

Town of Holly Springs 2021 Street Improvement – Holly Springs, NC as described by a document entitled " Project Manual for Town of Holly Springs 2021 Street Improvement, Project No. 21-004 dated, April 2021 by the Town of Holly Springs

NOW, THEREFORE

- (a) If said Bid Proposal shall be rejected; or in the alternate,
- (b) If said Bid Proposal shall be accepted and the Principal shall execute and deliver a Contract in the form of Contract attached hereto (properly completed in accordance with said Bid Proposal) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid Proposal, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bid Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid Proposal; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

ATTEST:

(Principal) Secretary
(SEAL)


Witness as to Principal

(Address)

ATTEST:

N. C. Resident Agent
(SEAL) Bobbi D. Pendleton

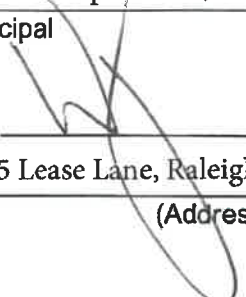



Witness as to Surety Jessica Wright

2108 W Laburnum Ave, Suite 300, Richmond, VA 23227
(Address)

Turner Asphalt GC, LLC

Principal

BY:  (3)

5805 Lease Lane, Raleigh, NC 27617

(Address)

Westfield Insurance Company

Surety

By: 

Chelsea Souza Attorney-in-Fact (4)

(Name)

P. O. Box 5001, Westfield Center, OH 44251 - 5001

(Address)

(330) 887-0101

(Phone Number)

- (1) Insert the correct name of Principal.
- (2) Insert whether the Principal is a corporation, a partnership, a limited liability company or an individual.
- (3) If Principal is a partnership, all partners should execute the Bid Bond. If Bidder is a limited liability company, all managers (or all members, if the company is member-managed) should execute the Bond.
- (4) Provide contact name, address and phone number for bid bond surety.

General
Power
of Attorney

CERTIFIED COPY

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint **Chelsea Souza**, SEVERALLY

of Richmond and State of VA its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

Surety Bond No.: Bid Bond

Principal: Turner Asphalt GC, LLC

Obligee: Town of Holly Springs

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

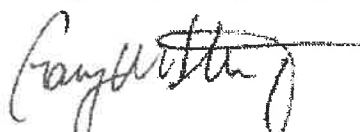
"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 17th day of DECEMBER A.D., 2019.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: 
Gary W. Stumper, National Surety Leader and
Senior Executive

State of Ohio
County of Medina ss.:

On this 17th day of DECEMBER A.D., 2019, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed





David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 11th day of May A.D., 2021.



 Secretary
Frank A. Carrino, Secretary

BPOAC2 (combined) (06-02)

STATE OF North Carolina
COUNTY OF Wake

(Fill Out Applicable Paragraph)

President _____
Secretary _____
Treasurer _____
Manager _____

Managing Member

INDIVIDUAL:

The Bidder is an individual whose full name is:

_____ and if operating under a trade name, said trade name is as follows:

The business address of the Bidder is:

5805 Lease Lane

Raleigh, NC 27617

Its phone number is: (919) 730-1046

The contact person for this Proposal is:

Wayne Turner

TURNER ASPHALT GC, LLC

Bidder

By:

Subscribed and sworn to before me this 11th day of May, 2021

Josephine Snyder
Notary Public

County

My Commission Expires:

12-12-21

JOSEPHINE SNYDER
NOTARY PUBLIC
WAKE COUNTY
STATE OF NORTH CAROLINA

EQUAL EMPLOYMENT OPPORTUNITY ADDENDUM

During the performance of the Contract the Bidder agrees as follows:

- a. The Bidder shall not discriminate against any employee or applicant because of race, color, religion, sex, or national origin. The Bidder shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.
- b. The Bidder shall, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The Bidder shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract understanding, a notice, to be provided, advising the labor union or worker's representative of the Bidder's commitments under the Equal Employment Opportunity Section of the Contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. In the event of the Bidder's noncompliance with the nondiscrimination clauses of the Contract or with any of such rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part and the Bidder may be declared ineligible for further OWNER contracts.
- e. The Bidder will include the provisions of this Addendum in every subcontract or purchase order unless exempted by rules, regulations, or orders of the OWNER so that such provisions will be binding upon each Subcontractor or vendor.

(Use the following form for execution by a CORPORATION):

ATTEST: _____
(Assistant) Secretary

_____ Corporate Name

BY: _____
(Vice) President

(CORPORATE SEAL)

(Use the following form for execution by a PARTNERSHIP):

_____ (SEAL)
Partnership Name

BY: _____ (SEAL)
General Partner

(Use the following form for execution by a LIMITED LIABILITY COMPANY):

TURNER APHALT GC, LLC
_____ Company Name

BY: _____
Manager/Member

(SEAL)
TURNER APHALT GC, LLC
LIMITED LIABILITY COMPANY
SEAL
2013
NORTH CAROLINA
COMPANY

(Use the following form for execution by an INDIVIDUAL):

BY: _____ (SEAL)

WITNESS:

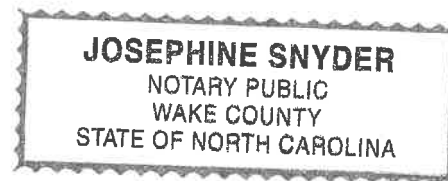
Subscribed and sworn to before me this 11th day of May, 2021

Josephine Snyder
Notary Public

County

My Commission Expires:

12-12-21



Project No. 21-004

00300-15

Town of Holly Springs
2021 Street Improvement

QUALIFICATIONS OF BIDDERS

In order to assist the Owner in determining whether the Bidder is qualified to perform the Work, as set forth in the Contract Documents, the Bidder shall furnish the following information.

1. List of references who are qualified to judge as to his financial responsibility and his experience in work of similar nature to that bid upon:

SEE ATTACHED LIST

2. List of previous contracting experience, including dollar values of contracts:

SEE ATTACHED LIST

3. List of facilities or equipment that is available for use:

SEE ATTACHED LIST

4. Name, residence, and title of the individual who will give personal attention to the work:

Derrick Hall- Project Manager
John Fisher- Project Manager

5. Financial Statement:

***** Will provide this info if Turner Asphalt is the lowest bidder.**

ASSETS

CURRENT ASSETS:

Cash \$ _____

Notes and Accounts Receivable _____

Inventories _____

PLANT ASSETS:

Real Estate \$ _____

Machinery _____

Good Will, Patents, etc. _____

\$ _____
Total Assets

LIABILITIES:

Notes Payable	\$ _____	
Accounts Payable	_____	
Accrued Wages	_____	
Other Liabilities	_____	\$ _____
		Total Liabilities
	EXCESS OF ASSETS OR NET WORTH	\$ _____

6. List all pending claims or lawsuits, and any lawsuit within the last 10 years, filed by or against the Bidder, and describe the resolution of each claim or lawsuit:

<u>Claim</u>	<u>Date of Claim</u>	<u>Resolution, if any</u>
_____	_____	_____
None	_____	_____
_____	_____	_____
_____	_____	_____

The existence of unresolved claims against Bidder may disqualify the Bidder from making a Bid Proposal and entering into a Contract.

Notes:

- A. The above is a suggested form for the Financial Statement, but the Bidder is not required to follow the form explicitly. The Financial Statement submitted must clearly show to the satisfaction of the Owner the Bidder's current financial condition. The Owner reserves the privilege of requiring additional information as to financial responsibility of the Bidder prior to awarding Contract.
- B. Bidder shall attach additional pages, if necessary, in order to complete the required information.
- C. The Bidder shall submit detailed information required for above items 1 through 4 with his Bid Proposal package and, at the discretion of the Bidder, the information required under Item 5 may be furnished after Bid Proposals are received if required by the Owner and Engineer to evaluate the financial qualifications of a prospective Bidder.

**TURNER ASPHALT INC.
LIST OF REFERENCES**

Town of Cary
400 James Jackson Avenue
Cary, NC 27513
Contact Person: Walter Stroud, Operations Project Specialist
Office: (919) 380-2136
Fax: (919) 469-4304
Email: walter.stroud@townofcary.org

Town of Graham
P. O. Drawer 357
Graham, NC 27553
Contact Person: Rod Payne, Street Superintendent
Office: (336) 570-6709
Email: rpayne@cityofgraham.com
Name of Project: Street Resurfacing

NC Department of Transportation
Granville Maintenance
5674 Cornwall Road
Oxford, NC 27524
Contact Person: Jason Lee
Email: jwlee@ncdot.gov
Name of Project: Short Overlay

**TURNER ASPHALT INC.
LIST OF PREVIOUS CONTRACTING EXPERIENCE**

Town of Chapel Hill
6850 Millhouse Road
Chapel Hill, NC 27516
Contact Person: Greg Ling
Office: (919) 969-5165
Fax: (919) 969-2931
Email: gling@townofchapelhill.org
Name of Project: Hillsborough Street Reconstruction
Total Contact Amount: \$772,261.00
Completion Date: July 17, 2019

City of Graham
P. O. Drawer 357
Graham, NC 27553
Contact Person: Rod Payne, Street Superintendent
Office: (336) 570-6709
Email: rpayne@cityofgraham.com
Name of Project: Street Resurfacing
Total Contract Amount: \$228,465.00
Completion Date: October 31, 2019

Town of Fuquay Varina
134 N. Main Street
Fuquay Varina, NC 27526
Contact Person: Jennifer Mitchell
Office: (919) 753-1004
Email: jmitchell@fuquay-varina.org
Name of Project: 2020 Town of Fuquay Varina Street Improvements
Total Contact Amount: \$684,694.20
Completion Date: October 30, 2020

 Equipment List 2019									
Equipment #	Field	Equipment	Year	Description	Equipment Type	Manufacturer	Model	Serial Number	Tag Number
T219	yes		2008	Dodge 5500	Truck	Dodge	5500	3D6WD78A28G184654	JH3174
R56	yes			Roller CAT	Roller	CAT		CAT0CB27CR5200109	
T234	yes		2018	2018 Dodge	Truck	Dodge		3C7WRKEL0JG145795	JJ9401
2267	no			IR Air Compressor	Air Compressor	Ingersol-Rand			
2269	no			North Stan Compressor	Air Compressor	North Stan		76828	
2323	no			Ridgid Air Compressor	Air Compressor	Ridgid			
AC01	no			IR Air Compressor	Air Compressor	Ingersol-Rand	175	156985 U86 953	
AC02	no			IR Air Compressor	Air Compressor	Ingersol-Rand	175	163096 U87 957	
AC03	no			IR Air Compressor	Air Compressor	Ingersol-Rand	185	307709UAK219	
AC04	no			IR Air Compressor	Air Compressor	Ingersol-Rand	185	006 18 4098	
AC05	no			Sullair 185 AIR COMPRESSOR	Air Compressor	Sullair	185	00491487DHF	
SH2239	no			Compressor	Air Compressor	Unknown		69N0061DUA003	
AC06	no			Ingersoll Rand 185 Air compressor	Air Compressor	Ingersol-Rand	185	L295	
AC07	no			Ingersoll Rand 185 Air compressor	Air Compressor	Ingersol-Rand	185	u319066	
AC4	yes			Ingersol Rand Air Compressor	Air Compressor	Ingersol-Rand	185	6184098	
AC8	no		2006	portable air compressor	Air Compressor	Atlas Copco	XAS97JD	4500A10136R016179	
AC9	yes			Ingersol Rand Air Compressor	Air Compressor	Ingersol-Rand	P185WVD/1998/A	287600UCI219	
SH2240	yes			Applicator	Applicator	Unknown			
AD1	yes		2004	2004 A25D 6X6 ARTICULATED DUMP	Articulated Dump	Volvo	A25D	A25DV13351	
CD3	no		2005	Moxy Articulated Dump	Articulated Dump	Moxy	MT26	710525	
BH02	yes			CAT 416C BACKHOE	Backhoe	CAT	416C	5YN04224	
BH03	yes			CAT 416C BACK HOE	Backhoe	CAT	416C	4ZN23375	
BH05	yes			CAT 416C BACK HOE	Backhoe	CAT	416C	SYN04209	
BH01	yes			CASE BACK HOE 590 TURBO	Backhoe	Case	590 TURBO	JIG0205389	
BH04	yes			CAT BACK HOE -416D	Backhoe	CAT	416D	CAT0416DVBFP06636	
2201	yes			Honda Euro 2 Blower	Blower	Honda		ACN 006 662 862	
2202	yes			Honda Euro 2 Blower	Blower	Honda		ACN 006 682 862	
2203	yes			Honda Euro 2 Blower	Blower	Honda		97/68SA 2002/88 0320	
2204	yes			Honda Euro 2 Blower	Blower	Honda		NA B07	
2205	yes			Grazor Billy Goat Blower	Blower	Grazor		30413039	
2206	yes			Grazor Billy Goat Blower	Blower	Grazor		30413073	
2207	yes			Honda Euro 2 Blower	Blower	Honda		R350 A1303001020	

 Equipment List 2019									
Equipment #	Field	Equipment	Year	Description	Equipment Type	Manufacturer	Model	Serial Number	Tag Number
DR01	yes			Ditch Runner Model DR 350L	Ditch Runner	Ditch Runner	DR 350L	35064201201	
DW01	yes			Ditch Witch M512	Ditch Witch	Ditch Runner	M512	2L1841	
D01	yes		2005	Cat D5-LGP DOZER	Dozer	CAT	D5G LGP	CAT00D5GVRKG01656	
D02	yes			JOHN DEERE 650H LGP DOZER	Dozer	John Deere	650H LGP	TO650HX191792	
D03	yes			JD 650LGP DOZER	Dozer	John Deere	650J LGP	TO650JX106841	
D04	yes			JOHN DEERE 750 DOZER	Dozer	John Deere	750		
TL-01	yes		1984	963 LGP Dozer	Dozer	CAT	963 LGP	11200391	
D06	yes			CAT Dozer	Dozer	CAT	DGKLP	DHA00692	
D7	no			CAT Dozer	Dozer	CAT	D6K2 LGP	CAT00D6KJIRST00348	
D8	no		2010	Cat D5k dozer (open cab)	Dozer	CAT	D5Klpg	yyv1051	
D09	yes		2007	enclosed cab dozer	Dozer	CAT	D5G	CAT00D%DJRKG03016	
2315	no			Milwaukee Drill	Drill	Milwaukee			
2316	no			Bosch Drill	Drill	Bosch			
DT01	yes		1986	1986 GMC DUMP	Dump Truck	GMC	GMC Dump	1GLD7D1B3GV502025	
DT04	yes		1999	1999 Ford 650	Dump Truck	Ford	650 DUMP	3FDNF65A9YMMAD476	
T010	yes		2014	2014 Ford F450-EA1022	Dump Truck	Ford	F450	1FT7W2BT8EEB32006	
DT11	yes		1998	1998 KW T-800 ROUGH TRUCK	Dump Truck	Kenworth	T-800	1NFDXUGX2WJ77071	YA108115
DT12	yes		2007	2007 KW T-800 (Mac)	Dump Truck	Kenworth	T-800	1XKDXUEX07J151675	
DT13	yes		2006	2006 KW T800 MB4799	Dump Truck	Kenworth	T-800	1NKDXUEX36J129247	MB-4799
DT14	yes		2003	2003 KW T-800	Dump Truck	Kenworth	T-800	1NKDXUTX13J392979	YA-108114
DT15	yes		2000	2000 KW DUMP	Dump Truck	Kenworth		1NKDXBTX4YJ85360	YA020159
DT16	yes		2001	2001 STERLING DUMP	Dump Truck	Sterling		2FZJEECB01AF61973	MB-4797
DT17	yes		2002	2002 KW DUMP	Dump Truck	Kenworth	KW	1NKDXUTX32J890633	YA-108101
DT18	yes		2003	2003 KW DUMP	Dump Truck	Kenworth	T-800	1NKDXUTX03J386168	YA-108100
DT19	yes		2002	2002 KW DUMP	Dump Truck	Kenworth	T-800	1NKDXUTX9YJ86159	MB-4798
T020	yes			Dump Truck	Dump Truck				
DT21	yes		1997	1997 INTERNATIONAL DUMP	Dump Truck	International	4700 DUMP	2HTTWADRXVC0325	YA108112
DT22	yes		2005	2005 PETERBILT DUMP	Dump Truck	Peterbilt	379	1NPALUTXX5N84605	YA108089
DT23	yes		2006	2006 PETERBILT DUMP	Dump Truck	Peterbilt	379	1NPALUTX26N875841	MH-9145
DT27	yes		1999	1999 Mack Dump	Dump Truck	MACK		1M2P264C8XM027445	
DT29	yes		2005	2005 Sterling Dump	Dump Truck	Sterling		2FZHAZCG65AU5968	
DT32	no		2017	Kenworth Dump Truck	Dump Truck	Kenworth		1NKZXPXTX2J1200098	
T236	yes		2016	F550 dump body	Dump Truck	Ford	F550	1FDUF5GT5GEA73337	

Equipment List 2019									
Equipment #	Equipment	Year	Description	Equipment Type	Manufacturer	Model	Serial Number	Tag Number	
2232	no		Reddy Heater	Heater	Reddy				
2308	no		Champion Jet Heater M-CH320	Heater	Champion	M-CH320	9005719		
SH2246	no		Portable Jet Heater	Heater	Unknown				
H81	yes	2016	Falcon 4 ton dump hot box	Hot Box	Falcon RME	4 ton	1F9P41626GM339045		
H82	yes	2016	6 ton hot box dumptailor	Hot Box	Falcon RME	6 ton	1F9P61928GM339005		
LS2212	yes		Graco Line Lazer Stripper 3400	Lazer Stripper	Graco	3400	GCACT-11-6666		
LS2213	yes		Graco Line Lazer Stripper 3400 -David Good	Lazer Stripper	Graco	3400	GLAGT-1440321		
LS2215	yes		Graco Line Lazer Stripper 3400	Lazer Stripper	Graco	3400	BA10485		
LS2216	yes		Graco Line Lazer Stripper 3400	Lazer Stripper	Graco	3400	GCACT-1338663		
LS2217	yes		Graco Line Lazer Stripper 3400	Lazer Stripper	Graco	3400	GCBMT-1150470		
LS2218	yes		Graco Line Lazer Stripper 3400	Lazer Stripper	Graco	3400	BA0153		
LS2301	yes		Graco Line Lazer Stripper 5900	Lazer Stripper	Graco	5900			
LS2309	yes		Graco Line Lazer Stripper 3400	Lazer Stripper	Graco	3400	GCBMT-1142185		
LS2106	yes		Graco Line Lazer Stripper 3900	Lazer Stripper	Graco	3900	GCBMT-1192132		
SC58	yes		Graco Line Lazer Stripper	Lazer Stripper	Graco	3400	GLAGT-1338665		
SC17	yes		Graco Line Lazer Stripper	Lazer Stripper	Graco				
LS2310	yes	2017	Graco Line Lazer Stripper 3400	Lazer Stripper	Graco	3400	BA15256		
2230	no		HDK Worklight-dual light w/tripod	Light Tower	HDK				
LT01	no		IR L6 LIGHT TOWER	Light Tower	Ingersol-Rand	L6	271375UKH823		
LT02	no		GENIE TML-4000N LIGHT TOWER	Light Tower	Genie	TML-4000N	5D8LE14155R000635		
LT03	no		IR Light Tower	Light Tower	Ingersol-Rand		207034UA25		
LT04	no		Coleman Light Tower	Light Tower	Coleman		EBF03131		
LT05	no		GENIE LIGHT TOWER TML4000N	Light Tower	Genie	TML-4000N	536405288		
LT6	no	2012	portable light tower	Light Tower	Allmand Bros.	Nite Lite Pro	2350PRO212		
LT7	no	2011	portable light tower	Light Tower	Allmand Bros.	Nite Lite Pro	0216PRO211		
LT8	no	2011	portable light tower	Light Tower	Allmand Bros.	Nite Lite Pro	0218PRO211		
LT9	no	2011	portable light tower	Light Tower	Allmand Bros.	Nite Lite Pro	no serial #		
LT10	yes		Magnum Light Tower	Light Tower	Magnum		602235		
LT11	no		Wacker Light Tower	Light Tower	Wacker				
LT12	yes	2013	Light Tower	Light Tower	Magnum		(1302130)		
L01	yes		KAWASAKI 70C2 LOADER	Loader	Kawasaki	MLT3060K?STD	5A1LS1416DB302130		
L02	yes		JOHN DEERE TC54H LOADER	Loader	John Deere	70ZV	5191		
						TC54H	DWTC54H56360 1		

Equipment List 2019									
Equipment #	Field Equipment	Year	Description	Equipment Type	Manufacturer	Model	Serial Number	Tag Number	
M3009	yes		Marini 6' mill	Milling Machine	Marini	MP2100	3009		
M0136	yes	2017	CAT PM622 MILL DERRICK	Milling Machine	CAT	PM622	JFC00136		
M0120	yes	2017	CAT PM622 MILL DERRICK	Milling Machine	CAT	PM622	JFC00120		
M1033	no	2013	road milling machine	Milling Machine	Bomag	BM2000/60-2	8.21836E+11		
M0044	yes	2010	four foot convertible	Milling Machine	Bomag	BM 1300/30	8.21836E+11		
EX06	yes		Komatsu PC35 MINI EX	Mini Excavator	Komatsu	PC35 MINI-X	KMTPC096K05006461		
EX07	yes		Komatsu PC35 MINI EX	Mini Excavator	Komatsu	PC35 MINI-X	5725		
EX11	yes		CAT 303.5C MINI EX	Mini Excavator	CAT	303.5C	CAT3035CVDMY0317		
EX13	yes		Komatsu PC88	Mini Excavator	Komatsu	PC88MR8			
EX14	yes		CAT 430 EXCAVATOR	Mini Excavator	CAT	430	562913035		
EX15	yes		Komatsu Excavator PC88MR-8	Mini Excavator	Komatsu	PC88MR-8	KMTPC205H01005066		
EX55	yes		BOBCAT 430G MINI EX	Mini Excavator	Bobcat	430G MINI-X	562711016		
EX56	yes		EX56- Cat 303.5	Mini Excavator	CAT	303.5	CAT3035EPBG800633		
EX57	yes		Daewoo SL75-V Mini Excavator	Mini Excavator	Daewoo	SL75-V	1274		
EX58	no	2017	Mini - Ex with front blade and thumb	Mini Excavator	CAT	3.04E+04	CAT3035EVJWY02196		
EX59	no	2017	mini- excavator	Mini Excavator	CAT	303.5E2CR	CAT3035EVJWY02196		
EX60	yes	2017	mini-Ex	Mini Excavator	CAT	303.5E2CR	CAT3035ETJWY00117		
EX61	no		CAT Mini Excavator	Mini Excavator	CAT	3.04E+04	CAT3035EVJWY02196		
EX62	yes	2018	Mini-Ex open cab, with Hydraulic Thumb	Mini Excavator	CAT	304 E 2CR	ME404359		
MG01	yes		DRESSER Motor Grader	Motor Grader	Dresser		200327		
MG02	yes		Big Blue	Motor Grader	CAT	120G	87V08586		
MG03	yes		CAT 120G Motor Grader	Motor Grader	CAT	120G	87V3765		
MG04	yes		Leeboy L685B Motor Grader	Motor Grader	Leeboy	L685B	381		
MG05	yes		Leeboy L685B Motor Grader	Motor Grader	Leeboy	L685B	42183		
MG07	yes		CHAMPION 720A Motor Grader	Motor Grader	Champion	720A	XO24985X		
MG11	yes		Galion A550	Motor Grader	Galion	A550	IC-09696		
MG10	yes		Cat 12H Motor Grader	Motor Grader	CAT	12H	CAT0012HJAMZ00496		
MG09	yes		Motor Grader	Motor Grader	Leeboy	L-785	57363		
MG12	yes		DRESSER Motor Grader	Motor Grader	Dresser	A450E	G750004N012083		
MG13	yes		Case Motor Grader	Motor Grader	Case	845	HBZ020008		
MG14	yes		Champion Motorgrader	Motor Grader	Champion	720AVHP	X028253X		
MG15	yes		Champion Motorgrader	Motor Grader	Champion	720A	X025114X		
MG16	yes		Champion Motorgrader	Motor Grader	Champion	720AVHP	X028365X		

Equipment List 2019									
Equipment #	Field	Equipment	Year	Description	Equipment Type	Manufacturer	Model	Serial Number	Tag Number
P24	yes			Leeboy Paver	Paver	Leeboy	8515C	125491	
P25	yes		2016	8' Tracked Paver	Paver	CAT	AP555F	CATAP555TAP500117	
P26	yes		2016	Leeboy 8515d paver	Paver	Leeboy	8515d	147200	
P27	yes			Leeboy 8616B paver	Paver	Leeboy	8616B	135679	
P28	yes			Leeboy Paver path master aka cart path paver	Paver	Leeboy	5000	96333	
P29	yes			Leeboy Paver	Paver	Leeboy	8520	162316	
P09	no		2012	Leeboy 8616B Paver	Paver	Leeboy	8616B	8189	
PW1	yes		2013	2500 Sierra	Pickup Truck	GMC		1GT125E82DF130696	
JD01	yes			F250	Pickup Truck	Ford	F250	1FT7W2BT8DEB60619	
JL01	yes		2011	2011 Ford F250	Pickup Truck	Ford	F250	1FT7W2BT18EA66658	
T237	yes		2017	Diesel, NC Lic number: HE6481	Pickup Truck	Ford	F250	1FT7W2BT2HEB55955	HE6481 Gross Wt. 10,000
T228	yes		2013	Honda Pickup	Pickup Truck	Honda	Ridgeline	5FPYK1F52DB01324	TPY3822
T229	yes		2013	1500, 4x4, gas engine	Pickup Truck	Chevy	1500	3GCPKSE72DG330928	FHT-5114
									JL6845 (Weighted Tag, GROSS WT 10,000)
T230	yes		2018	2018 Sierra 1500 4WD Crew Cab SLT (Gas)	Pickup Truck	GMC	1500	3GTU2NEC9IG579577	
									JL6846 (weighted tag GROSS WT 10,000)
T231	yes		2018	2018 Sierra 1500 4WD Crew Cab SLT (Gas)	Pickup Truck	GMC	1500	3GTU2NEC6IG552174	
T240	yes		2019	GMC Pick up	Pickup Truck	GMC		1GT125EY4KF211825	
2329	no			PC204 Cold Planer attachment	Planer Accessory	CAT	PC204		
2333	no			Cold planer attachment	Planer Accessory	CAT		ACC00177	
PYC00246	yes			PC 104B Cold Planer	Planer Accessory	CAT	PC104B	PYC00246	
2222	no			Rhino Post Drivers	Post Driver	Rhino			
2236	no			Landa Pressure Washer PG4-2500	Pressure Washer	Landa	PG4-2500	GKC17/28S	
2270	no			Honda GX390 Pressure Washer	Pressure Washer	Honda	GX390		
2271	no			Pressure Washer Reel - Black	Pressure Washer	Unknown			
2273	no			Pressure Washer Reel - Yellow	Pressure Washer	Unknown			
2307	no			Pressure Washer	Pressure Washer	Unknown			
2324	no			Pressure washer reel	Pressure Washer	Unknown			
2325	no			Pressure Washer	Pressure Washer	Unknown			
2348	no			Landa Pressure Washer	Pressure Washer	Landa		P0305-10595	

TURNER

ASPHALT

Asphalt Paving Contractors

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 Equipment List 2019									
Equipment #	Field	Equipment	Year	Description	Equipment Type	Manufacturer	Model	Serial Number	Tag Number
SS08	yes			JOHN DEERE 332L MILL HEAD	Skid Steer	John Deere	332L	174668	
SS09	yes			NEW HOLLAND L185-VENANCIO	Skid Steer	New Holland	L185	NAM418763	
SS10	yes			CAT 262C SKID STEER	Skid Steer	CAT	262C	MST041174	
SS11	yes			BOBCAT S205 SKID STEER	Skid Steer	Bobcat	S-205	528413226	
SS12	yes			NEW HOLLAND L185 SKID STEER	Skid Steer	New Holland	L185	N6M435079	
SS15	yes			CAT 252B SKID STEER - SALVADOR	Skid Steer	CAT	252B	CAT0252BVS00340	
SS14	yes			CAT 256C SKID STEER-DERRICK	Skid Steer	CAT	256C	CAT0256CCDW500262	
SS13	yes			CAT 262C SKID STEER	Skid Steer	CAT	262C	CAT0262CKSMT05240	
SS16	yes			Komatsu CK-30-1 SKID STEER	Skid Steer	Komatsu	CK-30-1	A30217	
SS17	yes			CAT 252B SKID STEER	Skid Steer	CAT	252B	CAT0252BPSCP02194	
SS18	yes			NEW HOLLAND L185 SKID STEER	Skid Steer	New Holland	L185	N6M435079	
SS19	yes			Komatsu SK815 SKID STEER	Skid Steer	Komatsu	SK815	A30197	
SS20	yes			NEW HOLLAND SKID STEER -WHEEL	Skid Steer	New Holland		N4M402524	
SS30	yes	2014		SKID STEER 2014 262D	Skid Steer	CAT	262D	DTB01297	
SS31	yes	2014		SKID STEER 2014 262D	Skid Steer	CAT	262D	CAT0262DDB01296	
SS05	yes			BOBCAT SKID STEER - TRACKS	Skid Steer	Bobcat	T190	527717131	
SS21	yes			NEW HOLLAND LS180B	Skid Steer	New Holland	LS180B	N5M415724	
SS22	yes			CAT 289C	Skid Steer	CAT	289C	D01196	
SS2320	yes			SKID STEER FORKLIFT - CHARLOTTE	Skid Steer	CAT			
SS32	yes			CAT 256C SKID STEER	Skid Steer	CAT	256C	0256CKDW502008	
SS33	yes			CAT 289C	Skid Steer	CAT	289C	JMP01196	
SS35	yes			Skid Steer	Skid Steer	CAT	262D	DTB03425	
SS34	yes			Cat Skid Steer	Skid Steer	CAT	262C	CAT0262CKMST04055	
SS6	no			Fuel problem	Skid Steer	CAT	252B		
SS36	yes			Skid Steer - Tire	Skid Steer	CAT	262D	CAT026DLDTB00367	
SS37	yes		2016	Skid Steer	Skid Steer	John Deere	326E	1T0326EJCEJ265704	
SS38 (rubber tra	no			skid steer	Skid Steer	CAT	299D	CAT0299DPGTC01279	
SS39	yes		2017	skid steer	Skid Steer	CAT	262D	CAT0262DADTB07169	
SS40	no			Cat 289 D skid steer	Skid Steer	CAT	289D	TAW02205	
SS41	yes			Cat 262D skid steer	Skid Steer	CAT	262D	CAT0262DDB08121	
SS42	no			Cat Skid Steer	Skid Steer	CAT	262B	CAT0262BPPDT03874	
SS43	yes			Cat Skid Steer	Skid Steer	CAT	262D	CAT0262DDB04263	
SS44	no			Cat Skid Steer	Skid Steer	CAT	262D	CAT0262DDB07227	

		Equipment List 2019						
Equipment #	Field Equipment	Year	Description	Equipment Type	Manufacturer	Model	Serial Number	Tag Number
PT2233	yes		Tamp WF1550	Tamp	Wacker	WF1550	75020647	
PT2237	yes		Tamp WF1550	Tamp	Wacker	WF1550	6656243	
PT2304	yes		Plate Tamp	Tamp	Wacker			
PT2312	yes		Wacker Plate Tamp	Tamp	Wacker		5342079	
PT03	yes		Wacker WP1550AW Plate Tamp	Tamp	Wacker	WP1550AW		
SH2244	yes		Small Tamp WP1550	Tamp	Wacker	WP1550		
PT1671966	no		Plate Tamp	Tamp	Wacker	WP154	50962-04RB	
2302	yes		Starfire Texture Machine	Texture	Starfire		14923	
RT02	yes	2001	Road Tractor/Lowboy	Tractor	Kenworth	KW	1XKWD89X021888969	LZ-6970
RT03	yes	2001	Road Tractor/Lowboy	Tractor	Peterbilt		1XP5DB9X21N560353	MB-7906
RT04	yes	2009	Road Tractor/Lowboy	Tractor	Kenworth	KW	1XKDP4EX39J238690	MK-4603
RT05	yes	2012	Road Tractor/Lowboy	Tractor	Kenworth	KW	1XKDP4EXOCJ299647	TA-116879
RT06	yes	2008	Road Tractor/Lowboy	Tractor	Peterbilt	379	1XPXD40X88N751724	
CT-1	yes		Commercial Tractor	Tractor	John Deere	6410	106410V310761	
RT01	yes	2000	KW ROAD TRACTOR	Tractor	Kenworth	KW	1XKWD89X4YR84741	
RT07	yes	2009	Road Tractor/Lowboy	Tractor	Peterbilt	357	1XPXD40X29D791692	
RT09	yes	2016	Low Boy Road Tractor	Tractor	Kenworth	880	1XKZD49X7GJ496135	
CT-2	yes		John Deere Tractor	Tractor	John Deere	7210	RW7210H010604	
TR001	yes	2008	Load Trail Trailer	Trailer	Load Trailer		4ZECF162281050183	AZ-38395
TR010	yes		Load Trail Trailer-Tag a long	Trailer	Load Trailer		5RVLE1629GP035866	BP-58025
TR100	yes	2007	2007 millennium trailer	Trailer	MILLENIUM		5MTPF18217A000375	CA-42534
TR101	yes	2007	2007 Load TRAIL-9990- Tag a long	Trailer	Load Trailer		4ZECF162271034824	AZ-25655
TR102	yes	2005	2005 load trail	Trailer	Load Trailer		4ZECF202651002549	CA-42533
TR103	yes	2010	Load Trail Trailer	Trailer	Load Trailer		4ZEBFC162481052117	AA-95831
TR104	yes	2012	2012 Load Trail Trailer-9500LB	Trailer	Load Trailer		4ZEBFC1624D1032945	AB-65750
TR105	yes	2008	2008 Load Trail Trailer-9900	Trailer	Load Trailer		d1032946	AZ-38777
TR012	yes		FONTAINE TRAILER	Trailer	Fontaine		13N-25330-2-Y159079	AZ-25246
TR013	yes	2007	2007 EAGER BEAVER LOWBOY	Trailer	EAGER BEAVER		112SE251471072693	AZ-53416
TR014	yes	2001	2001 EAGER BEAVER LOW BOY	Trailer	EAGER BEAVER		112SF45011059103	AB-42542
TR015	yes	1999	1999 MARATHON	Trailer	MARATHON		2M9TPS2T1X1H102017	
TR158	yes	2014	2014 LOAD TRAIL-9500-Tag along	Trailer	Load Trailer		4ZEBFC1625E1051974	
TR016	yes	2011	2011 LOAD TRAIL 9900LB	Trailer	Load Trailer		4ZEBFC1825B1080769	
TR017	yes	2011	2011 LOAD TRAIL-9900LB	Trailer	Load Trailer		4ZEBFC162981052114	

 Equipment List 2019									
Equipment #	Field	Equipment	Year	Description	Equipment Type	Manufacturer	Model	Serial Number	Tag Number
T136	yes		2014	Landoll Trailer	Trailer	Landoll		1LH440WH9E1021061	AI-58386 (Multi Year)
T239	yes			Ford Elgin CAB & Chasis	Truck	Ford		1FDX70C2SVA82549	
T023	yes		2014	2014 Ford F250-ED8280	Truck	Ford	F250	1FT7W2BT5EEB57789	
T002	yes			International Truck	Truck	International			
T100	yes		2012	2012 GMC SIERRA	Truck	GMC	Sierra 1500	3GTP2VE73CG194812	DX-6900
T105	yes		2010	2010 CHEVY AVALANCHE-EL8979	Truck	Chevrolet	Avalanche	3GNVKE07AG251050	EL8979
T107	yes		2011	2011 Dodge 4500	Truck	Dodge	4500	3C7WDKFL8CG21250	
T111	yes		2012	2012 Dodge 4500	Truck	Dodge	4500	3C7WDKFL6CG29556	
T029	yes		2013	2013 GMC 2500	Truck	GMC	2500	1GT125E82DF130696	
T113	yes		2012	2012 Dodge 4500 DT2129	Truck	Dodge	4500	3C7WDKFL6CG212500	
T115	yes		2012	2012 Ford F450 DX2861-Seal Coat	Truck	Ford	450	1FD0W4GT3CEC51328	
T116	yes		2013	2013 Ford F450 EA116	Truck	Ford	450	1FD0W4GT7DEB3236	
T117	yes		2012	2012 Dodge 4500- DT2132	Truck	Dodge	4500 FLAT	3C7WDKFL1CG212498	DT-2132
T118	yes		2011	2011 Ford DR9228	Truck	Ford	DR9228	1FD0W4GT38EB2078	DR-9228
T120	yes		2012	2012 Dodge 4500	Truck	Dodge		3C7WDKFLXCG212497	DT-2130
T121	yes		2008	2008 Ford F250 DM7598	Truck	Ford	F250	1FTSW21R18EC60728	DM-7598
T122	yes		2008	2008 Ford F250 CK3279	Truck	Ford	F250	1FTSW21R78EC67148	CK-3279
T123	yes		2011	2011 Ford F250 SD- CX8285	Truck	Ford	F250 SUPER DUTY	1FT7W2BT58EC90869	CX-8285
T126	yes		2011	2011 Ford F250 SD-CX8297	Truck	Ford	DUTY	1FT7W2BT28EC90246	
T127	yes		2011	2011 Ford F250 SD CX8299	Truck	Ford	F250 SUPER DUTY	1FT7W2BT58ED01031	CX-8299
T128	yes		2012	2012 Dodge 4500 DT2117	Truck	Dodge	4500	3C7WDKEL3CG16076	DT-2117
T129	yes		2012	2012 Dodge 4500 CX5072	Truck	Dodge	4500	3C7WDKEL3CG16075	CX-5072
T130	yes		1999	1999 Ford F350 EB7132	Truck	Ford	F350	1FDWW36S8XEF0087	EB-7132
T131	yes		2008	Dodge 4500 (Keith Smith)	Truck	Dodge	4500	3D6WC66A08G149501	ED-8904
T132	yes		2009	2009 Ford F350	Truck	Ford	F350	1FDSW35Y19EA33088	ED8987
T134	yes		2001	Ford F150	Truck	Ford		1FDNF20L31EA97401	BE-2296
T136 aka T28	yes		2012	2012 Ford F450	Truck	Ford	F450	1FD0W4GT7CEC62641	DX-2832
T138	yes		2005	2005 GMC 3500	Truck	GMC	Sierra 3500	1GDC33285F874252	BE-2690
T139	yes			INTERNATIONAL BE2728	Truck	International	BE2728	1HSHBAZN8NH41819	BE-2728



Equipment List 2019

Equipment #	Field Equipment	Year	Description	Equipment Type	Manufacturer	Model	Serial Number	Tag Number
T040	yes	2014	2014 Ford F450 - (Allen Lott)	Truck	Ford	450	1FD0W4GT0EEB70225	
T048	yes	2005	2005 Ford F450	Truck	Ford	450 STAKE	1FDXW46P85EB24239	CF-6501
T049	yes	2005	2005 Ford F650	Truck	Ford	650 SERVICE	3FRNF65S85V104190	CX-4141
T050	yes	2005	2005 Ford F750	Truck	Ford	750 DUMP	3FRPTF75N75V182324	DC-2044
T051	yes	2006	2006 Ford F450	Truck	Ford	450 SERVICE	1FDXW46P66EA58002	DZ-8128
T052	yes	2006	2006 Ford F450	Truck	Ford	450	1FDXW46P66EA1994	BP-4508
T053	yes	2006	2006 Ford F450	Truck	Ford	450 FLAT	1FDXW46P36EC68332	BR-1961
T054	yes	2006	Ford F450 - BW1419	Truck	Ford	450 SERVICE	1FDXW46P86ED20747	BW-1419
T056	yes	2006	2006 Ford F450	Truck	Ford	450 SERVICE	1FDXF46P16ED28768	CP-1551
T057	yes	2006	2006 Ford F450	Truck	Ford	350 FLAT	1FDWX36P86EA39101	DA-7627
T058	yes	2006	2006 Ford F450 - Overman	Truck	Ford	450 FLAT	1FDXW46P36EB62205	DK-8520
T059	yes	2005	2005 Ford F750	Truck	Ford	750	3FRNF75R37V402328	DF-6299
T063	yes	2008	2008 Ford F450-CD8625	Truck	Ford	450 SERVICE	1FDXW46R08EA09446	CD-8625
T064	yes		Ford F450 SEAL COAT	Truck	Ford	450 SERVICE	1FDXW46R88EB35652	CJ-4667
T065	yes	2008	2008 Ford F250	Truck	Ford	250 PICKUP	1FTSW21R78EC67145	
T066	yes	2008	2008 Ford F250	Truck	Ford	250 PICKUP	1FTSW21R98ED00862	
T69	yes	2008	2008 Dodge 4500-(Kay Boyd)	Truck	Dodge	4500 SERVICE	3D6WC68A38G119633	CL-4620
T070	yes	2008	2008 Ford F450	Truck	Ford	450 SERVICE	1FDXW46R28EC60548	CL-4687
T074	yes	2010	2010 GMC 1500-ZXR8899	Truck	GMC	Sierra 1500	3GTRKVE32AG22346	ZXR-8899
T075	yes	2011	2011 GMC 2500	Truck	GMC	Sierra 2500	1GT125C8XBF109031	DE-4789
T076	yes	2011	2011 Dodge 4500	Truck	Dodge	4500 SERVICE	3D6WA6CL3BGS0320	DK-8735
T077	yes	2011	Ford F450	Truck	Ford	450 SERVICE	1FD0W4GT3BEB20785	DR-9228
T78	yes	2012	2012 Dodge 4500-(John Nance)	Truck	Dodge	4500 SERVICE	3C7WDKFL3CG121815	DS-8951
T079	yes	2011	Dodge 4500 -DS8930	Truck	Dodge	4500 SERVICE	3D6WA6CL8BG617977	DS-8930
T080	yes	2012	2012 Dodge 4500	Truck	Dodge	4500	3C7WDKFL8CG121501	DT-2128
TC01	yes		ARROW BOARD	Truck	Arrow	ARROW BOARD	5412	
TC02	yes		CHEVY TRUCK ARROW BOARD	Truck	Chevrolet	ARROW BOARD	5408	
TC03	yes		INTINUATER-CRASH TRAILER	Truck	Intinuator	CRASH TRAILER	1E9TC23108A362033	
2338	yes		IH Black seal coat truck	Truck	International		IHSBBAZN8NH41819	
DT31	yes	1999	1999 INT 4700 DX6900	Truck	International	4700 DUMP	1HTSCAAN4XH61074	
T109	yes	2008	2008 Dodge 4500	Truck	Dodge	4500	3D6WC66A08G149501	
T135	yes	2012	2012 GMC SIERRA	Truck	GMC	Sierra	3GTP2VE77CG187555	
T137	yes	2012	2012 Dodge 4500 DT1230	Truck	Dodge	4500 SERVICE	3C7WDKFLXCG212497	

Equipment List 2019							
Equipment #	Year	Description	Equipment Type	Manufacturer	Model	Serial Number	Tag Number
T217	yes	2011 FORD F-450 Milling Truck	Truck	Ford	F-450	1FD1F4GT5BEC81670	
T220	no	Ford F450	Truck	Ford	F450	1FDOW4GT9GEB34536	
T34	no	Ford F250	Truck	Ford	F250	1FT7W2BT6GEB10497	FK1661
T222	no	2018 Ford F250	Truck	Ford	F250	1FT7W2BT6JEB15271	
T224	no	2500, gas, regular bed	Truck	GMC	2500	1GT11ZCG7CF151210	
T186	yes	2013 Ford F450 Milling Service truck	Truck	Ford	F450	1FD0W5HT7DEB48032	HB5941
T82	yes	Ford 450	Truck	Ford	450	1FD0W4GT2FEB34067	JA2127
T223	no	2018 GMC SIERRA 2500HD (Derrick Hall)	Truck	GMC	Sierra 2500HD	1GT12UEY3JF256278	
T225	no	F450 with service body, Diesel engine	Truck	Ford	Denali	1FD0W4GT3JEB85389	
T226	no	2018 Ford F-450 Service Body	Truck	Ford	F450	1FD0W4GT8JEB69432	
T227	yes	F450 diesel 4x4 (stake body)	Truck	Ford	F450	1FD0W4HT4HED68762	JC-6141
T232	no	Dodge Ram	Truck	Dodge		3C7WRKFL7JG122450	JK4223
T233	yes	Dodge Truck	Truck	Dodge		3C7WRKEL8JG167043	JK4222
T235	yes	F450, diesel, stake body with lift gate	Truck	Ford	F450	1FDOW4HT9HEC80032	JC-6722
T238	yes	Ram 4500 Utility Body	Truck	Dodge		3CWRKEL7JG3600297	
T239	yes	F450 stake body	Truck	Ford	F450	1FOW4HT8HEC98988	
2272	yes	Honda WB20X Water Pump	Water Pump	Honda	WB20X		
WT01	yes	Ford F750 WATER TRUCK	Water Truck	Ford	750	3FDPF7563YMAA41813	BJ-3075
WT10	yes	2006 Chevy C4500 Water Truck	Water Truck	Chevrolet	C4500	1GDJ6C1CY6EY2	
WT15	yes	FREIGHTLINER FL60 WATER TRUCK	Water Truck	Freightliner	FL-60	1FV3GIAC2WH980627	
WT02	yes	FREIGHTLINER FL70 WATER TRUCK	Water Truck	Freightliner	FL70	1FV3GIAC2WH980627	DH-5764
WT03	yes	Ford F750 WATER TRUCK	Water Truck	Ford	750	3FDPF7565YMAA44230	DX-6877
WT04	yes	WATER TRUCK	Water Truck	International		1HTMMAAN82H3853	
WT66	no	WATER TRUCK	Water Truck	Oshkosh	MilSurplus	C52307934	
WT40	yes	International 4200 WATER TRUCK	Water Truck	International	4200	1HTMPAFP08H546045	
WT67	yes	WATER TRUCK	Water Truck	Mack	CV513	1M2AG02C53M001516	
WT50	no	WATER TRUCK	Water Truck	International	4200	1HTMPAFP76H336555	
WT68	yes	4,000 gallon water truck	Water Truck	International	4400SBA 4x2	1HTMKAAN96H207401	
WT69	yes	4,000 gallon water truck	Water Truck	International	7300SFA 4x4	1HTWBAAN87J431391	
2256	no	Miller Trailblazer Welder	Welder	Miller		KK166715	
W2327	no	Miller welding/power generator	Welder	Miller	Big 50 Diesel	KE652327	
W11530	no	Welder	Welder	Lincoln	K2410-3	11530	

**AFFIDAVIT OF
STATEMENT OF NON-COLLUSIVE**

State of North Carolina)
County of Wake) ss.

Wayne Turner being first duly sworn,
deposes and says that:

- (1) He/she is the Owner
(Owner, Partner, Officer, Representative or Agent)
of Turner Asphalt GC, LLC, the BIDDER that has
submitted the attached BID PROPOSAL;
- (2) He is fully informed respecting the preparation and contents of the attached BID
PROPOSAL and of all pertinent circumstances respecting such BID PROPOSAL;
- (3) Such BID PROPOSAL is genuine and is not a collusive or sham BID PROPOSAL;
- (4) Neither the said BIDDER nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, have in any way
colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER,
firm, or person to submit a collusive or sham BID PROPOSAL in connection with the
Contract for which the attached BID PROPOSAL has been submitted; or to refrain from
bidding in connection with such Contract; or have in any manner, directly or indirectly,
sought by agreement or collusion, or communication, or conference with any BIDDER,
firm, or person to fix the price or prices in the attached BID PROPOSAL or of any other
BIDDER, or to fix any overhead, profit, or cost elements of the BID PROPOSAL price or
the BID PROPOSAL price of any other BIDDER, or to secure through any collusion,
conspiracy, connivance, or unlawful agreement any advantage against The Town of
HOLLY SPRINGS, or any person interested in the proposed Contract;
- (5) The price or prices quoted in the attached BID are fair and proper and are not tainted by
any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER
or any other of its agents, representatives, owners, employees or parties in interest,
including this affidavit.

TURNER ASPHALT GC, LLC

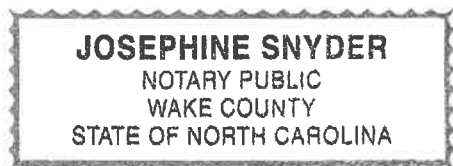
BIDDER
BY _____
ITS Managing Member
(Title)

Subscribed and sworn to before me this 11th day of May, 2021
My commission expires 12-12-21

Project No. 21-004

00300-18

Town of Holly Springs
2021 Street Improvement



END OF AFFIDAVIT

Town of Holly Springs

AFFIDAVIT A

AFFIDAVIT of Intent to Perform Contract with Own Workforce.

County of Wake

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform a minimum of _____ % of the work required for the

_____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract substantial elements of work for this type project, and normally performs and has the capability to perform and will perform substantial elements of the work on this project with his/her own current work forces; and

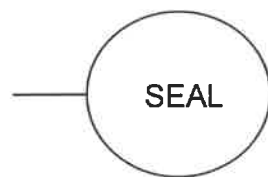
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ **Name of Authorized Officer:** _____

Signature: _____

Title: _____



State of North Carolina, County of _____

Subscribed and sworn to before me this _____ day of _____ 20__

Notary Public _____
My commission expires _____

NONDISCRIMINATION CLAUSE

It is specifically agreed as part of the consideration of the signing of this Bid Proposal, and the resulting execution of a Contract, that the parties hereto, their agents, officials, employees or servants shall not discriminate in any manner on the basis of age, handicap, race, color, creed, gender, religious affiliation, or national origin with reference to the subject matter of the Contract, no matter how remote.

This provision, being incorporated for the benefit of the Town of HOLLY SPRINGS and its residents, may be enforced as set out in the ordinances of the Town of HOLLY SPRINGS, enforcement of this provision shall be by action for specific performance, injunctive relief, or other remedy as by law provided.

This provision shall be binding on the successors and assigns of the parties hereto with reference to the subject matter of the Contract.

(Use the following form for signatures by a CORPORATION):

ATTEST:	_____ Corporate Name
_____ (Assistant) Secretary	BY: _____ (Vice) President
_____ (Printed Name)	_____ (Printed Name)
(Corporate Seal)	

(Use the following form for signatures by a PARTNERSHIP):

_____ WITNESS	_____(SEAL) Partnership Name
_____ (Printed Name)	BY: _____(SEAL) General Partner

(Use the following form for signatures by a LIMITED LIABILITY COMPANY):

Wayne Turner
WITNESS
Wayne Turner
(Printed Name)

TURNER ASPHALT GC,
Company Name
BY: Wayne Turner
Manager/Member



(Use the following form for signatures by an INDIVIDUAL):

(SEAL)

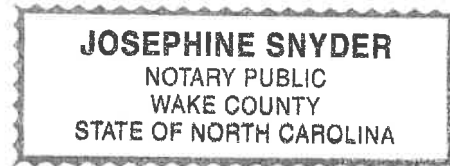
(Printed Name)

WITNESS

(Printed Name)

Subscribed and sworn to before me this 11th day of May, 2021
Josephine Snyder
Notary Public
Wake
County

My Commission Expires:
12-21



NOTICE OF AWARD

TO: CONTRACTOR/BIDDER: _____

ADDRESS: _____

FROM: _____

OWNER: Town of HOLLY SPRINGS
Engineering Department
HOLLY SPRINGS, North Carolina

PROJECT: Town of Holly Springs 2021 Street Improvement– Holly Springs, NC
Project No. 21-004

You are hereby notified that the Owner has considered the Bid Proposal submitted by you for the above-described project in response to its Notice to Bidders dated _____.

It appears that it is to the best interest of said Owner to accept your Bid Proposal in the amount of: _____ Dollars (\$_____). You are therefore hereby notified that your Bid Proposal has been accepted for _____

The Bidder is required by as a condition of its Award of the Contract to execute and deliver the formal Contract with the Owner and to furnish the required Bidder's Performance and Payment Bonds within fifteen (15) days from the date of the delivery of this Notice to you.

If you fail to execute said Contract and to furnish said Bonds within fifteen (15) days from the date of delivery of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid Proposal as abandoned and to award the work covered by your Bid Proposal to another bidder, or to readvertise the work or otherwise dispose thereof as the Owner may see fit.

Dated this _____ day of _____, 20____.

Town of HOLLY SPRINGS, North Carolina

By: _____

Title: _____

Project No. 21-004

00300-23

Town of Holly Springs
2021 Street Improvement

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged this _____ day of _____, 20____.

Bidder

By: _____

Title: _____

- END OF SECTION 00300 -

SECTION 00400
ALTERNATES

PART 1 - GENERAL

1. DESCRIPTION OF REQUIREMENTS

- A. Submit with the bid, in the spaces provided on the Bid Form, alternate bids stating the price bid to perform the additional, or substitute alternate work scheduled below. The Alternate Bid amount is not included in the Base Bid amount and will not be considered in the determination of the low Bidder. The Owner reserves the right to accept or reject the alternate bid.

2. SELECTION OF ALTERNATES

- A. In accepting an alternate bid, the Owner assumes that the bidder has examined the site drawings, architectural drawings, specifications, and is aware of all adjustments of affected work necessary to accomplish the stated desired results, whether or not all such adjustments are described within the Schedule of Alternate Bids.
- B. Materials and work shall conform to the applicable sections of the specifications and to typical details on the drawings for the type of work involved.

3. RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General Conditions, Special Provisions and other Division - Specification Sections, apply to this Section.

4. SUMMARY

- A. This Section specifies administrative and procedural requirements for Alternate Bids.
- B. Definition: An alternate bid is an amount proposed by Bidder and stated on the Bid Form for construction activities defined in the Bidding Requirements that may be added to, or substituted for certain of the Base Bid work items as identified in the Alternate Bid Schedule. The alternate bid amount(s) will be used as an "add to" the BASE BID price or a substitute for certain of the items in the base bid total, thereby modifying the total bid amount accordingly. The Total Bid amount will be determined once the Owner decides whether to accept the alternate bid price for the corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems, or installation methods described in Contract Documents, or not. Once again, the Alternate Bid amount will not be considered in the determination of the low bidder..
- C. Coordination: Coordinate related Work and modify or adjust adjacent Work as necessary to ensure that Work affected by each accepted Alternate is complete and fully integrated into the project.

- D. Notification: Immediately following the award of the Contract, prepare and distribute to each party involved, notification of the status of each Alternate. Indicate whether Alternate Bids have been accepted, rejected, or deferred for consideration at a later date. Include a complete description of negotiated modifications to Alternate Bids.
- E. Schedule: A "Schedule of Alternate Bids" is included at the end of this Section. Specification Sections contain requirements for materials and methods necessary to achieve the Work described under each Alternate Bid.
 - 1. Include as part of each Alternate Bid, miscellaneous devices, accessory objects and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate Bid.

5. SCHEDULE OF ALTERNATE BIDS

A. GENERAL

- 1. The description of the Alternate Bids indicated is understood to be incomplete and abbreviated, and does not necessarily detail the full range of materials and processes needed to complete the work for each alternate, but is intended to imply the scope of such work. Coordinate related work and modify surroundings work as required to properly integrate with the work of each alternate.

B. ALTERNATE BIDS

The alternate bid is for Springstone Drive (Sheet 2.7 of the construction plan set) and is assuming an alternate design, compared to the base design in the base bid.

SECTION 00500
AGREEMENT (CONTRACT)

**INSTRUCTIONS TO CONTRACTORS AND
REQUIREMENTS AS TO FORM FOR TOWN OF HOLLY SPRINGS, NC AGREEMENTS**

DO NOT REMOVE FROM AGREEMENT

Please observe the following in executing the attached Agreement:

1. The Owner may contract with four types of legal entities.
 - (a) If the Agreement is with an individual, that individual should sign the Agreement exactly as his/her name is set out. If the Agreement is with an individually-owned business, the Agreement should be with the individual owner, and not the named business.
 - (b) Execution on behalf of a corporation should be by the president or a vice president, attested by the corporate secretary, with the corporate seal affixed. An official other than president or vice president should attach documentation of his/her authority to execute and bind the corporation.
 - (c) If the Agreement is with a partnership, all general partners of the partnership should execute the Agreement unless an authorized partner is designated to execute, in which case documentation of such authorization should be attached.
 - (d) If the Agreement is with a limited liability company, all managers of the limited liability company should execute the Agreement. If the limited liability company is member-managed, all members should sign the Agreement. If only certain manager(s) or member(s) of the limited liability company are authorized to execute the Agreement, documentation of such authorization should be attached.
2. After signing the Agreement, the appropriate notary's acknowledgement, in the individual, corporate or partnership form should be completed.
3. The Performance Bond and Payment Bond should be attached to the Agreement package. They should be signed by the Contractor, and its signature should be acknowledged with the appropriate acknowledgement form. Next, the Bonds, in approved form, must be signed by the authorized agent of the Surety Company issuing the Bonds, and an executed Power of Attorney document authorizing the agent to sign must accompany the Bond Documents.
4. The Agreement and Bonds should not be dated, except by the last person executing the Agreement, normally the Town Clerk.
5. The Bid Form and all other documents submitted with the Bid shall be included with the Agreement.
6. Bid Proposal: Complete the Acceptance of Notice section on the last page of this document.
7. Page 00500-3: Fill in the Contractor name and address.

8. Pages 00500-6 through 00500-9: Choose the appropriate signature page and complete it in its entirety.
9. Pages 00500-10 through 00500-15: Complete in their entirety.
10. Page 00500-17: Certificate of Insurance. The General Conditions of the Contract, as modified by the Supplementary Conditions and the Special Conditions, require the Certificate of Insurance to include the Indemnification Agreement on the reverse side of the Certificate. All parties required to be named as additional insured parties by the Contract Documents in connection with the attached Agreement shall be named on the Certificate of Insurance for each policy.
11. Most Certificates of Insurance state under the cancellation clause that “the issuing company will endeavor to mail 30 days written notice to the ...” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its agents or representatives”. If your certificate states this, the words “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its agents or representatives” must be stricken in order to comply with the Contract Documents.
12. Four copies of the Agreement are sent to the Contractor. The original and duplicates should be signed and returned to the Engineer or Architect for signature by the Owner, after which one duplicate will be returned to the Contractor and one copy will be sent to the Contractor’s Bonding Company(ies).
13. Failure to fully complete all four sets of the Agreement will cause delays in the approval by the Owner and therefore delay the issuance of the Notice to Proceed.

AGREEMENT

This Agreement (the "Agreement") is made this ____ day of _____, in the year 20____, by and between the Town of Holly Springs, North Carolina, (the "Owner") and _____ of _____, (the "Contractor").

WITNESSETH

THAT, WHEREAS, an Award of Contract (the "Award") for:

Town of Holly Springs 2021 Street Improvement – Holly Springs, NC
Project No. 21-004

as prepared by the Town of Holly Springs, (hereinafter called "Engineer's Consultant"), has recently been awarded to the Contractor by the Owner.

AND WHEREAS, the work to be performed by the Contractor or its subcontractors, and the labor, materials, equipment, apparatus, and supplies to be provided in connection therewith (collectively, the "Work") is more particularly described in the Proposal (the "Proposal") attached hereto.

AND WHEREAS, the aggregate cost of the Work (referred to as either the "Contract Price" or the "Contract Sum") and the individual prices and rates of the various components of the Work that together comprise the Contract Price, are more particularly described in the Proposal.

AND WHEREAS, it was one of the conditions of said Award that a formal contract should be executed by and between the Owner and the Contractor, evidencing the terms of said Award.

NOW THEREFORE, THIS AGREEMENT FURTHER WITNESSETH THAT the Owner and the Contractor represent, warrant, covenant and agree as follows:

It is agreed and understood that the terms and conditions of the following documentation of are a part of and parcel to this Agreement to the same extent as if incorporated herein in full:

Project Manual for Project No. 21-004 Town of Holly Springs 2021 Street Improvement; Standard General Conditions of the Construction Contract (EJCDC Document No. 1910-8, 1996 edition), as amended, revised, and supplemented by the Supplementary Conditions (the "Supplementary Conditions") and the Special Conditions (the "Special Conditions") thereto (as so amended, revised and supplemented, the "General Conditions") and 2018 NCDOT Standard Specifications for Roads and Structures.

The Contractor hereby covenants and agrees with the Owner that it will, for a sum equal to the Contract Price, well and faithfully perform, provide and execute the Work in accordance with each and every one of the conditions, covenants, stipulations, terms and provisions contained in the Notice to Bidders/Invitation to Bid, the Instructions to Bidders, the Proposal, the Plans, the Specifications, the General Conditions and the Contract Documents (as that term is defined in the General Conditions), all of which are a part of and parcel to this Agreement to the same extent as if incorporated herein in full.

And the Owner does hereby covenant and agree with the Contractor that it will pay to the Contractor, when due and payable under the terms of the Contract Documents and the Award, the Contract Price, and

that it will well and faithfully comply with and perform each and every obligation imposed upon it by said Contract Documents and the terms of said Award.

The Contractor shall commence the Work on the commencement date specified in a written order of the Owner (the "Notice to Proceed"). The Work shall be **finally and fully completed in the manner and times described in Table 1 below**, so that it is ready for final payment, as evidenced by the Engineer's or the Architect's written recommendation. In the event that the Work is not completed to the standards and degrees required by the Contract Times, or either of them, liquidated damages shall be assessed against the Contractor for each day of delay as described herein below.

LIQUIDATED DAMAGES

The parties recognize and acknowledge that Owner will suffer financial losses if the Work is not completed as required within the Contract Times. They also recognize and acknowledge that the damages caused by the contractor's delays are difficult to ascertain and that the expense and difficulty to both parties in proving or contesting the amounts of those losses would be substantial. Instead of requiring proof of those amounts, it is agreed that Contractor shall be liable for and shall pay owner the following amounts under owner's damages, and engineering charges, all as liquidated damages, and not as a penalty in the event the Work remains incomplete at the end of the contract time specified in the Notice to Proceed.

The Contractor agrees further that the Owner may retain those amounts indicated below from the amount of Compensation due the Contractor for each day that the work remains incomplete beyond the completion date specified in the Notice to Proceed. Payment by the Owner to the Contractor in lieu of retainage does not constitute a waiver by the Owner. This amount is agreed upon as the proper measure of liquidated damages the Owner will sustain, per day, by the failure of the undersigned to complete the work within the stipulated time, and it is not to be construed, in any sense, as a penalty. The parties agree this is a reasonable amount.

No Contractor shall have a claim against the Owner as a result of a third party's lack of progress or project completion.

Table 1 - Time for Performance

Contract	Number of Days	Owner's Damages	Engineering Charges	Total Liquidated Damages
From NTP to Substantial Completion	120 days	\$300 /day	\$200 /day	\$500 /day
From Substantial Completion to Final Completion	30 days	\$150 /day	\$100 /day	\$250 /day

Payment of the charges described herein shall not excuse or relieve the Contractor for any other liability under the Contract Documents for delay in the progress schedule of the Work, and all other penalties imposed on the Contractor and remedies available to the Owner under the Contract Documents shall remain in full force and effect.

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

ATTEST:

TOWN OF HOLLY SPRINGS,
a North Carolina municipality

By: _____
Name: Linda McKinney
Title: Town Clerk

By: _____
Name: Randy Harrington
Title: Town Manager

(SEAL)

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County,
State of _____, do hereby certify that _____
personally came before me this day and acknowledged that he/she is the Town Clerk of the Town of
Holly Springs, a North Carolina municipality, and that, by authority duly given and as the act of the
corporation, the foregoing instrument was signed in its name by its Town Manager, sealed with its seal,
and attested by himself/herself as its Town Clerk.

Witness my hand and official seal, this the _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

[OFFICIAL SEAL]

[Contractor's Signature, if individual(s)]

CONTRACTOR:

(SEAL)

(SEAL)

(SEAL)

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County,
State of _____, do hereby certify that _____
personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____, 20__.

Notary Public

My Commission expires: _____

[OFFICIAL SEAL]

IMPORTANT

NOTE: If Contractor is an individual, his/her signature shall be placed above. The signature of the Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.

[OR: Contractor's Signature, if a corporation]

CONTRACTOR:

a _____ corporation

ATTEST:

Secretary
(SEAL)

By: _____
Name: _____
Title: _____ President

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County, State of _____, do hereby certify that _____ personally came before me this day and acknowledged that he/she is _____ Secretary of _____, a _____ corporation, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal, and attested by himself/herself as its _____ Secretary.

Witness my hand and official seal, this the _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

[OFFICIAL SEAL]

IMPORTANT

NOTE: If the Contractor is a Corporation, the legal name of the Corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the Corporation. If the signature is by an agent other than an authorized officer of the Corporation, a Resolution must be attached hereto. The signature of the Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.

[OR: Contractor's Signature, if a partnership]

CONTRACTOR:

_____,
a [general/limited] partnership (SEAL)

By: _____ (SEAL)

Name: _____

Title: General Partner

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County, State of _____, do hereby certify that _____, General Partner of _____, a _____ [general/limited] partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument as his/her act and deed and as the act and deed of the partnership.

Witness my hand and official seal, this the _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

[OFFICIAL SEAL]

IMPORTANT

NOTE: If Contractor is a partnership, the true name of the firm shall be set forth above, together with the signatures of all the general partners. If the signature is by an agent other than a general partner, a Resolution must be attached hereto. The signature of the Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.

[OR: Contractor's Signature, if a limited liability company]

CONTRACTOR:

_____,
a limited liability company (SEAL)

By: _____ (SEAL)

Name: _____

Title: Member/Manager

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County, State
of _____, do hereby certify that _____ a
[Member/Manager] of _____, a _____ limited liability
company, personally appeared before me this day and acknowledged the due execution of the foregoing
instrument as his/her act and deed and as the act and deed of the company.

Witness my hand and official seal, this the _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

[OFFICIAL SEAL]

IMPORTANT

NOTE: If Contractor is a limited liability company, the true name of the firm shall be set forth above, together with the signatures of all the managers. If the signature is by an agent other than all of the managers of the limited liability company (or all of the members, if the company is member-managed), a Resolution must be attached hereto. The signature of the Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.

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PERFORMANCE BOND

This Bond is executed on _____, 20__.

The name of the PRINCIPAL is _____ (1)

a _____ (2)

The name of the SURETY is _____

The TOWN OF HOLLY SPRINGS, NORTH CAROLINA is the CONTRACTING BODY.

The amount of the Bond is _____
Dollars (\$ _____)

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above named CONTRACTING BODY, hereinafter called the "Contracting Body", in the penal sum of the amount stated above in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal entered into a certain Agreement with the Contracting Body, dated the ____ day of _____, 20__ for work described by Plans and Specifications prepared by Town of Holly Springs, herein called and referred to as the "Engineers", a copy of said Agreement is hereto attached and made a part hereof for the construction of:

Town of Holly Springs 2021 Street Improvement – Holly Springs, NC as described by a document entitled "Project Manual for Town of Holly Springs 2021 Street Improvement", Project No. 21-004, dated April 2021 by the Town of Holly Springs

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Agreement during the original term of said Agreement and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the Agreement, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Agreement that may hereafter be made, notice of which modifications to the SURETY being hereby waived, then, this obligation is to be void; otherwise it shall remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

(Principal) Secretary
(SEAL)

Principal

By: _____ (3)

(Address)

Witness as to Principal

(Address)

Surety

By: _____ (4)

(Name)

ATTEST:

(Address)

By: _____
[N.C. Resident Agent]
(SEAL)

(Phone Number)

Witness as to Surety

(Address)

NOTE: Date of Bond must not be prior to date of Agreement.

- (1) Insert the correct name of Contractor.
- (2) Insert whether the Contractor is a corporation, a partnership, a limited liability company or an individual.
- (3) If Contractor is a partnership, all general partners should execute the Bond. If Contractor is a limited liability company, all managers (or all members, if the company is member-managed) should execute the Bond .
- (4) Provide contact name, address and phone number for performance bond surety.

PAYMENT BOND

This Bond is executed on _____, 20__.

The name of the PRINCIPAL is _____ (1)

a _____ (2)

The name of the SURETY is _____

The TOWN OF HOLLY SPRINGS, NORTH CAROLINA is the CONTRACTING BODY.

The amount of the Bond is _____ Dollars (\$ _____)

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above named CONTRACTING BODY, hereinafter called the "Contracting Body", in the penal sum of the amount stated above in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal entered into a certain Agreement with the Contracting Body, dated the ____ day of _____, 20__ for work described by Plans and Specifications prepared by Town of Holly Springs, herein called and referred to as the "Engineers", a copy of said Agreement is hereto attached and made a part hereof for the construction of:

Town of Holly Springs 2021 Street Improvement – Holly Springs, NC as described by a document entitled "Project Manual for Town of Holly Springs 2021 Street Improvement", Project No. 21-004, dated April 2021 by the Town of Holly Springs

NOW THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said Agreement, and any and all duly authorized modifications of said Agreement that may hereafter be made, notice of which modifications to the SURETY being hereby waived, then this obligation is to be void; otherwise it shall remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

(Principal) Secretary
(SEAL)

Principal

By: _____ (3)

(Address)

Witness as to Principal

(Address)

Surety

By: _____ (4)

(Name)

(Address)

(Phone Number)

ATTEST:

By: _____
[N.C. Resident Agent]
(SEAL)

Witness as to Surety

(Address)

NOTE: Date of Bond must not be prior to date of Agreement.

- (1) Insert the correct name of the Contractor.
- (2) Insert whether the Contractor is a corporation, a partnership, a limited liability company or an individual.
- (3) If Contractor is a partnership, all general partners should execute the Bond. If Contractor is a limited liability company, all managers (or all members, if the company is member-managed) should execute the Bond.
- (4) Provide contact name, address and phone number for payment bond surety.

AFFIDAVIT

(To be attached to all Agreements)

STATE OF)
) SS
COUNTY OF)

_____ being first duly sworn on oath deposes and says
that s/he is _____ (attorney-in-fact or agent) of
_____ (bonding company) surety on the attached Agreement on
_____ executed by
_____ (Contractor).

Affiant further deposes and says that no officer, official or employee of the Owner has any interest directly or indirectly, or is receiving any premium, commission fee or other thing of value on account of the same or furnishing of the Bond, undertaking or Contract of Indemnity, Guaranty, Suretyship in connection with the above mentioned Agreement.

Signed _____

Subscribed and sworn to before me this ____ day of _____, 20__.

(Notary Public, _____ County, _____)

My Commission Expires _____

RESOLUTION OF CONTRACTOR'S PARTNERS, MANAGERS OR MEMBERS

(Attach if necessary)

CERTIFICATE OF INSURANCE

(Attach)

[See the General Conditions for specific requirements.]

NOTICE TO PROCEED

TO: CONTRACTOR: _____

ADDRESS: _____

FROM: Kendra D. Parrish, PE, CFM
Executive Director of Utilities and Infrastructure

OWNER: Town of Holly Springs
P.O. Box 8
128 S. Main St.
Holly Springs, North Carolina 27540

PROJECT: Town of Holly Springs 2019 Street Improvement – Holly Springs, NC

PROJECT NO.: 21-004

CONTRACT PRICE/SUM: \$ _____

You are hereby notified to commence Work on the referenced project on or before _____, 20__
(the "Commencement Date"), and are to finally and fully complete the Work within 150
CONSECUTIVE CALENDAR DAYS of the Commencement Date. Your Contract final completion
date is therefore _____, 20__.

The Agreement provides for assessment of liquidated damages for each consecutive calendar day after
the above established completion date that the Work remains incomplete to the standard and degree
required.

ENGINEER/ARCHITECT:

Town of Holly Springs Utilities and
Infrastructure Department

By: _____

Name: _____

Title: _____

Date: _____

- END OF SECTION 00500 -

Project No. 21-004

00500-18

Town of Holly Springs
2021 Street Improvement

SECTION 00510
ITEMIZED BID PROPOSAL

UNIT PRICES:

A unit price is an amount stated in the Construction Agreement as a price per unit of measurement for materials or service and shall be added to or deducted from the contract Sum by Change order in the event that a specific material and/or service provided by the Contractor is increased or decreased from the Estimated Quantity Bid in the Construction Agreement.

Unit prices are complete for labor, equipment, material, overhead and profit. Base Bid and Alternate Bid (if the Alternate Bid is Accepted) includes the quantity of each item to be furnished complete according to the work shown on the plans and specifications and as estimated herein, inclusive of all appurtenances, as shown and specified. Any unused amount will be credited to the Owner by change order at the end of the project. Likewise, any item installed and accepted by the Owner that exceed the Contract Quantity estimated for that particular Bid item will be paid to the Contractor by Change Order at the Progress Payment that follows approval of the installation of the additional work items.

Town of Holly Springs 2021 Street Improvement – Base Bid

<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Total Price</u>
Mobilization	1	LS	\$ 3,800.00	\$ 3,800.00
Temporary Traffic Control	1	LS	\$ 19,500.00	\$ 19,500.00
Milling 2.0"	34364	SY	\$ 2.89	\$ 99,311.96
Milling 2.5"	13887	SY	\$ 3.07	\$ 42,633.09
Demolish & Remove 17" Asphalt/Subsurface Material	1097	SY	\$ 10.86	\$ 11,913.42
2.0" Asphalt SC, Type S9.5B	34364	SY	\$ 11.87	\$ 407,900.68
2.5" Asphalt SC, Type S9.5B	13887	SY	\$ 15.12	\$ 209,971.44
3.0" Asphalt SC, Type S9.5B	1097	SY	\$ 18.48	\$ 20,272.56
4.0" Asphalt IC, Type I19.0C	1097	SY	\$ 25.08	\$ 27,512.76
Filling, Fine Grading, and Seeding Shoulder (18" Wide and 6" Deep)	2649	LF	\$ 2.90	\$ 7,682.10
Pavement Marking - 24" White Thermoplastic Stop Bar (120 mils)	89	LF	\$ 34.50	\$ 3,026.00
Pavement Marking - 4" White Thermoplastic Striping (120 mils)	394	LF	\$ 5.00	\$ 1,970.00
30" Concrete Curb & Gutter, Repair and Replace	200	LF	\$ 61.00	\$ 12,200.00
Adjust Manholes	55	EA	\$ 500.00	\$ 27,500.00
Replace Manhole Ring & Cover	31	EA	\$ 700.00	\$ 21,700.00
Adjust Watervalue Boxes	64	EA	\$ 500.00	\$ 32,000.00
Replace Watervalue Boxes	34	EA	\$ 650.00	\$ 22,100.00
10" ABC Stone	1097	SY	\$ 25.00	\$ 27,425.00
Utility Locates/Pothole	1	LS	\$ 2,800.00	\$ 2,800.00
Geotextile Fabric (GRID)	1097	SY	\$ 1.50	\$ 1,645.50
Geotextile Fabric (WOVEN)	1097	SY	\$ 1.50	\$ 1,645.50
Total for Base Bid	\$ 1,004,510.01			

Notes:

- All payments for asphalt concrete will be made per SY.
- All payments for crosswalks are paid per linear foot of road that is crossed, not per foot of actual key markings.

Town of Holly Springs 2021 Street Improvement – Alternate Bid

<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Total Price</u>
Demolish & Remove 17" Asphalt / Sub-surface Material	-1097	SY	\$ -10.86	\$ -11,913.42
4.0" Asphalt IC, Type I19.0C	-1097	SY	\$ -25.08	\$ -27,412.76
10" ABC Stone	-1097	SY	\$ -25.00	\$ -27,425.00
Demolish and Remove 12" Asphalt/Subsurface Material	1097	SY	\$ 7.67	8,413.99
5" Base B25	1097	SY	\$ 25.08	\$ 27,512.76
4" Asphalt IC, Type I19.0C	1097	SY	\$ 25.08	\$ 27,512.76
Total for Alternate Bid	\$ -3,411.67			

[If Bidder is not an individual, enter entity name here]

By: _____
(Signature)

NAME OF SIGNER: Wayne Turner
(Please Print or Type)

TITLE OF SIGNER: Managing Member
(Please Print or Type)

DATE: 5/11/2021

- END OF SECTION 00510 -

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



AMERICAN COUNCIL OF
ENGINEERING COMPANIES



**National Society of
Professional Engineers®**

ASCE *American Society
of Civil Engineers*

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AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by



The Associated General Contractors of America

Construction Specifications Institute

These General Conditions have been prepared for use with the Owner-Contractor Agreements (No. 1910-8-A-1 or 1910-8-A-2) (1996 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC User's Guide (No. 1910-50). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. 1910-17) (1996 Edition).

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
345 East 47th Street, New York, NY 10017

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the

Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults,

tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 Terminology

A. Intent of Certain Terms or Adjectives

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project

as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. Day

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. Furnish, Install, Perform, Provide

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials,

or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 Delivery of Bonds

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02 Copies of Documents

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 Starting the Work

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 Before Starting Construction

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy

which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other

submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be

provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the

methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways: (i) a Written Amendment; (ii) a Change Order; or (iii) a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on

extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for

CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05 *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate

replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such

condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to

indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04 *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A. In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of

them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will

not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D. OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary

Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on

account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B. OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09 Acceptance of Bonds and Insurance; Option to Replace

A. If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 Partial Utilization, Acknowledgment of Property Insurer

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the

property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 Supervision and Superintendence

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 Labor; Working Hours

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using

the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items*

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by

ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the

substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if

CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which

specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or

H. entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 Permits

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 Laws and Regulations

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10 Taxes

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all

property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or

loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B. CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of

construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation

from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or
2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will

constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;
2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;
4. use or occupancy of the Work or any part thereof by OWNER;
5. any acceptance by OWNER or any failure to do so;
6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;
7. any inspection, test, or approval by others; or
8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and
2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or

not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and
2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract

Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
2. the specific matters to be covered by such authority and responsibility will be itemized; and
3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

8.06 *Insurance*

A. OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as

ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to

or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or

otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 Decisions on Requirements of Contract Documents and Acceptability of Work

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

9.10 Limitations on ENGINEER's Authority and Responsibilities

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to

comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 Authorized Changes in the Work

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 Unauthorized Changes in the Work

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04,

except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and

the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH
ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and

other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption

directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;
2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and
3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall

assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be

defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any

damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the

parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other

matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with

ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. Reduction in Payment

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 CONTRACTOR's Warranty of Title

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this

inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying docu-

mentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 Final Completion Delayed

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising

from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 OWNER May Terminate for Cause

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
2. for expenses sustained prior to the effective date of termination in performing services

and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligation*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing

obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

**SECTION 00900
SUPPLEMENTARY & SPECIAL CONDITIONS**

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SUPPLEMENTARY & SPECIAL CONDITIONS

These Supplementary & Special Conditions amend, revise, and supplement the Standard General Conditions of the Construction Contract (EJCDC Document No. 1910-8, 1996 edition) (the “General Conditions in connection with the Agreement between the Town of Holly Springs and the Contractor (as identified in the Agreement, attached hereto) and other provisions of the Contract Documents in the manner indicated below. All provisions that are not so amended, revised, and supplemented remain in full force and effect. In addition, where any portion of an article, section, paragraph, subparagraph or clause is deleted or modified by these Supplementary Conditions, the unaltered provisions of the article, section, paragraph, subparagraph or clause shall remain in full force and effect. All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement or the General Conditions. In any instance in which the insertion or deletion of text described herein is inaccurately described (as to the location of such insertion or deletion, accompanying appropriate grammar or other technical rather than substantive aspects of the insertion or deletion), if the correct description of the insertion or deletion can be reasonably deduced from the context of the insertion or the deletion, or otherwise, then the description of the insertion or deletion shall be deemed reformed in accordance with the correct description thereof.

A. ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1. SC-1.01.

- a) In Subparagraph 1.01.A.12, the definition for “*Contract Documents*”, in the first sentence, third line, after the word “Agreement”, insert “the Invitation To Bid, the Instructions to Bidders, and this Project Manual.”
- b) In Subparagraph 1.01.A.19, the definition for “*ENGINEER*”, add the following sentence at the end of the definition:

“In the discretion of the OWNER, the OWNER may replace the ENGINEER from time to time pursuant to the terms of any agreement(s) between the OWNER and the ENGINEER. Once the CONTRACTOR has been notified in writing by the OWNER of the identity of a new or replacement ENGINEER for the Project or a portion thereof, the CONTRACTOR shall treat such new or replacement ENGINEER as the ENGINEER under the Contract Documents for the remainder of the Project, or the portion of the Project so specified by the OWNER, but nothing herein shall impute any liability on a new or replacement ENGINEER’s part for actions or circumstances of a prior ENGINEER.

The ENGINEER is the Director of Engineering of the Town of Holly Springs and/or any other party identified by the OWNER as the ENGINEER for the Work from time to time. In its sole discretion, the OWNER may act in the stead of the ENGINEER, exercising any of the rights or responsibilities of the ENGINEER provided under the Contract Documents, so long as the OWNER provides notice to the CONTRACTOR of its intent to do so. In its sole discretion, the OWNER may delegate any of the rights or responsibilities of the ENGINEER to a third party, who, for the purposes of the rights and responsibilities so delegated, shall be governed by the Contract Documents, so long as the OWNER provides notice to the CONTRACTOR of its intent to do so.”

- c) In Subparagraph 1.01.A.20, the definition of “*ENGINEER’s Consultant*,” add the following sentence to the end of the definition:

“The ENGINEER’s Consultant is the Town of Holly Springs Engineering Department and any other party to a subcontract with ENGINEER in connection with the Work.”

- d) In Subparagraph 1.01.A.30, the definition for “*OWNER*,” delete the text in its entirety and insert the following in its place:

“30. *OWNER*--The Town of Holly Springs, a municipal corporation in North Carolina, and its successors and assign, and is the party for whom the work is to be performed.

The Owner’s Representative is **the Town Manager of the Town of Holly Springs**. The Owner’s Representative may be an employee, agent or other representative of the Owner, and may be an individual or any one of several identified individuals, or a committee or entity, in which case the committee or entity shall select one or more individuals to speak and act on its behalf and on behalf of the Owner.

The OWNER’S REPRESENTATIVE has the express authority to bind the OWNER with respect to all matters requiring the OWNER’s approval or authorization. Except as otherwise specifically stated, the ENGINEER does not have such authority. The term ‘OWNER’ means the OWNER or the OWNER’s REPRESENTATIVE”

- e) In Subparagraph 1.01.A.41 of the EJCDC, in the definition for “*Specifications*” add the following sentence to the end of the definition:

“Specifications include all Sections included under the Technical Specifications of the Project Manual.”

- f) In Subparagraph 1.01.A.43, the definition for “*Substantial Completion*:”

In the first sentence, third line, after the words “in the opinion of the ENGINEER,” add the words “and with the approval of the OWNER.”

Add the following line to the last sentence of the paragraph:

“The OWNER’s receipt of all certificates of occupancy and approvals by regulatory agencies applicable to the Project is a condition precedent to the Project being deemed ‘Substantially Complete.’”

- g) In Subparagraph 1.01.A.44, the definition for “*Supplementary Conditions*,” add the following to the end of the definition:

“, whether titled the ‘Supplementary Conditions,’ the ‘Special Conditions,’ ‘Supplementary or Special Conditions,’ or otherwise. Unless otherwise indicated, Special Conditions amend and/or supplement the General Conditions as already amended and/or supplemented by Supplementary Conditions.”

- h) In Subparagraph 1.01.48, the definition for “*Work*,” delete the second sentence of the definition in its entirety and insert the following in its place:

“Work includes and is the result of performing or providing all labor, services, and documentation necessary or appropriate to produce such construction, and furnishing, installing, and incorporating all necessary or appropriate materials and equipment into such construction, all as required and more specifically described in the Contract Documents.”

- i) Add the following new definitions to Paragraph 1.01.A immediately after Subparagraph 1.01.A.50 as follows:

- “51. *Conditions of the Contract*--The combined General Conditions and Supplementary Conditions, including the Special Conditions.
- 52. *Project Manual*--The Advertisement for Bids, Instructions to Bidders, Bid Forms, Agreements, Bonds, General Conditions, Supplementary Conditions, Special Conditions, Specifications, and Appendices.
- 53. *General Contractor*--The Contractor responsible for all Work other than Electrical, Instrumentation, HVAC, and Plumbing Work, as defined in the Contract Documents.
- 54. *HVAC Contractor*--The Contractor responsible for all HVAC Work as defined in the Contract Documents.
- 55. *Plumbing Contractor*--The Contractor responsible for all Plumbing Work as defined in the Contract Documents.
- 56. *Electrical Contractor*--The Contractor responsible for all Electrical and Instrumentation Work as defined in the Contract Documents.
- 57. *Single Prime Contractor*--If this project is awarded as a Single Prime Contract, then the terms General Contractor, HVAC Contractor, Plumbing Contractor, and Electrical Contractor shall be understood to refer to the Single Prime Contractor.
- 58. *Preoperational Testing*--All field inspections, installation checks, water test, performance tests, and necessary corrections required of Contractor to demonstrate that individual components of the Work have been properly constructed and do operate in accordance with the Contract Documents for their intended purposes.
- 59. *Startup Testing*--A predefined trial period required for achieving substantial completion during which Contractor is to operate the entire Work (or any part thereof agreed to by the OWNER) under actual and simulated operating conditions for the purpose of (i) making such minor adjustments and changes to the Work as may be necessary for the Work to comply with the Contract Documents and (ii) complying with the final test requirements in the Contract Documents.”

- j) Add Subparagraphs 1.01.A.60 and 61 to the EJCDC General Conditions:

“ 60. The ‘Standard Specifications and Details’ shall be the ‘*Town of Holly Springs Engineering Design and Construction Standards*,’ that have been adopted as of the date of the work performed by the Contractor.

61. The ‘NCDOT Standard Specifications’ shall be the ‘*Standard Specifications for Roads and Structures*’ and the ‘*Roadway Standard Drawings*,’ current edition as of the date of the work performed by the Contractor.”

B. ARTICLE 2 – PRELIMINARY MATTERS

1. SC-2.02.

a) In Paragraph 2.02.A:

Delete Paragraph 2.02.A in its entirety and insert the following in its place:

“The Contract Documents shall be executed by the OWNER and the CONTRACTOR in four (4) counterparts, one (1) of which shall be returned to the CONTRACTOR. Additional copies will be furnished upon request at the cost of reproduction and handling to be borne by CONTRACTOR.”

b) Add a new Paragraph immediately after Paragraph 2.02.A as follows:

“B. The ENGINEER shall provide the CONTRACTOR with three (3) copies of any revised plans, Drawings, and Specifications as may be required for the execution of authorized changes or extra Work.”

2. SC-2.03.

Delete Paragraph 2.03.A in its entirety and insert the following in its place:

“A. Notice to Proceed will be given in the timeframe indicated in the Bid Proposal or Notice to Bidders. The Contract Times will commence at the time specified in such Notice to Proceed.”

3. SC-2.04.

Delete the second sentence of 2.04.A in its entirety and insert the following in its place:

“No Work shall be done, including materials supplied, at the Site prior to the date on which the Contract Times commence to run without the express written consent of the OWNER.”

4. SC-2.05.

a) In Paragraph 2.05.A:

(i) Insert the following text before the first sentence, after “*CONTRACTOR’s Review of Contract Documents:*”

“The data provided in the Specifications and shown on the plans and Drawings is believed by the ENGINEER or the OWNER to be accurate, but the accuracy is not guaranteed by the ENGINEER or the OWNER. The CONTRACTOR must take all levels, locations, and measurements, and verify all dimensions of the Site prior to construction, and adapt its Work to the exact construction. Scale measurements taken from prints shall not be considered except as references; the larger scale Drawings take precedence over the smaller scale, and Shop Drawings take precedence over all others. All Work under this Contract shall be constructed in accordance with the lines and grades shown on the Contract Drawings or as otherwise directed by the ENGINEER. Elevations of existing ground, structures and appurtenances shown on Drawings and Specifications are presented only as an approximation. Any error or apparent discrepancy in the data shown, or omissions of data, shall be referred immediately to the

ENGINEER for interpretation or correction.”

- (ii) In the [original] second sentence, thirteenth line, after the words “Documents unless,” insert the words “and until.”
- b) In Paragraph 2.05.B, on the third line, delete the words “General Requirements” and insert the words “Contract Documents” in their place.
- c) Delete Paragraph 2.05.C in its entirety and insert the following in its place:

“C. Before any Work at the site is started, CONTRACTOR shall deliver to OWNER, with copies to ENGINEER and each additional insured identified in Article 5, as supplemented and amended by the Supplementary Conditions, certificates of insurance (and other evidence requested by OWNER) that CONTRACTOR is required to purchase and maintain in accordance with the requirements of Article 5.”

- d) Add a new Paragraph immediately after Paragraph 2.05.C as follows:

“D. Execution of the Contract by the CONTRACTOR is a representation by the CONTRACTOR that CONTRACTOR has visited the Site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with the requirements of the Contract.”

5. SC-2.06

- a) In the first sentence, second line, after the text “before any Work at the Site is started” insert the text “or any materials or equipment are delivered to the Site.”
- b) Add the following sentences after the first sentence:

“The ENGINEER shall notify the CONTRACTOR of the place, date and time of the conference. The CONTRACTOR, its project manager, its superintendent, and any of the CONTRACTOR’s other Project coordinators, representatives or other parties whose work on the Project would benefit from the conference shall attend.

- c) Add a new Paragraph immediately after Paragraph 2.07.A of the General Conditions of the EJCDC, as follows:

“B. Construction Conferences. The following conferences with the ENGINEER or the Owner shall be held to ensure that the Work progresses appropriately and that the Owner and the Architect are kept apprised of the status of the Work throughout the duration of the Project:

- 1. Preconstruction Conference. A preconstruction conference shall be held after the award of the Contract and prior to commencement of the Work or delivery of materials or equipment to the Project site. The ENGINEER shall notify the Contractor of the place, date, and time of the meeting. The Contractor, its project manager, its superintendent, and any of the Contractor’s other Project coordinators, representatives or other parties whose work on the Project would benefit from the conference shall attend.

The OWNER and ENGINEER will attend this conference. The Contractor, major subcontractors, and Contractor's safety representative shall attend this conference. The resumes of both the Contractor's project manager and superintendent shall be submitted to the Owner for review and approval prior to the conference. The project manager and superintendent shall have at least 2 years of experience managing and supervising the type of construction work specified in the contract documents. No work shall be allowed until the Project Superintendent is on-site and working on this project. The conference agenda will include, as a minimum: tentative construction schedule; critical work sequencing; designation of responsible personnel; processing of field decisions, proposal requests and change orders; adequacy of distribution of contract documents; submittal of shop drawings and samples; procedures for maintaining record documents; use of site and Owner's requirements; material deliveries and storage areas; major equipment and material deliveries and priorities; safety; security; housekeeping procedures; partial payment processing; general regard for community relations."

6. SC-2.07.

- a) Insert the following four sentences immediately before the first sentence of Subparagraph 2.07.A.1:

"The progress schedule may be a critical path type or any other system likely to provide equivalent results. The progress schedule shall account for all Work to be performed under subcontracts. The progress schedule shall provide for the proper sequence of construction, considering various crafts, purchasing times, shop drawing approval, material delivery, equipment fabrication and similar time-consuming factors. The progress schedule shall show as a minimum, earliest starting, earliest completion, latest starting, latest completion, and the total float times for each task or item."

- b) In the [original] first sentence of Subparagraph 2.07.A.1, second line, after the words "if it provides", insert the words "all of the foregoing and"
- c) Add a new Subparagraph immediately after Paragraph 2.07.A of the EJCDC General Conditions, as follows:

"B. The construction schedule shall be evaluated by the Contractor not less than monthly. An updated and corrected progress schedule shall be submitted to the ENGINEER in triplicate and shall show any rescheduling necessary to reflect the true job conditions. This updated progress schedule shall be submitted monthly to the ENGINEER with the Contractor's pay request. When the shortening of various time intervals is necessary to correct for behind-schedule conditions, the Contractor shall indicate the steps necessary to accomplish the Work in the shortest schedule possible. Information regarding the new time intervals and the reasons for them shall be submitted to the ENGINEER in writing with the revised schedule. Notwithstanding anything apparently to the contrary in the Contract Documents, the ENGINEER may withhold progress payments until such time as the progress schedule or revised progress schedule, if applicable, is received."

7. SC 2.08

a. Add a new Section in the EJCDC after Section 2.07, as follows:

“2.08 Construction Conferences

A. Regular construction conferences shall be held with the ENGINEER or the OWNER to ensure that the Work progresses appropriately and that the OWNER and the ENGINEER are kept apprised of the status of the Work throughout the duration of the Project.”

1. Monthly Progress Meetings. Each prime contractor is required to attend monthly, or more frequently as specified in the contract, progress conferences called or scheduled by ENGINEER at the Project Site. Each prime contractor shall be represented at these meetings by both its home office and Project personnel. These representatives shall have the authority to act on behalf of the Contractor. The meetings shall be open to the Subcontractors, materials suppliers, utility company representatives and any others whose presence and participation would contribute toward maintaining required job progress. It shall be the principal purpose of these meetings to effect coordination, cooperation and assistance in every practical way toward the end of maintaining progress of the Project on schedule and to complete the Project within the specified Contract [Time or Times]. Each prime contractor shall be prepared to assess the progress of the Work as required in its particular contract and to recommend remedial measures for correction of the progress as may be appropriate. The ENGINEER, or the representative thereof, shall be the coordinator of the conferences and shall preside as chairman. The ENGINEER will record minutes of the proceedings and decisions, and will distribute copies of minutes to attendees. The Owner and ENGINEER will attend this meeting. The Contractor shall attend this meeting. The agenda will include, as a minimum: review and approve minutes of previous meeting; review progress of work since last meeting; review proposed 30-60 day construction schedule; field observations, problems and conflicts; problems that impede planned progress; corrective measures and/or procedures to regain projected schedule; revise construction schedule as indicated and plan progress during the next work period; submittal status; pending changes; maintenance of quality and work standards; status of community relations and complaint resolution; complete other current business; schedule next progress meeting.
2. Weekly Coordination Meetings. The Contractor shall meet with the ENGINEER at least once per week to ensure efficient coordination of the various aspects of the Work being performed.
3. Other Required Meetings. As the ENGINEER or the Owner believes it is appropriate and would be helpful to maintaining the efficiency and quality of the Work, the ENGINEER or the Owner may schedule a meeting with the Contractor and any other parties. The Contractor shall ensure proper representation at such meetings to effect their purpose, including sending any specific personnel requested by the ENGINEER or the Owner. Notwithstanding the foregoing, if the Contractor reasonably believes that the progress or quality of the Work will or might be impeded by attendance at

the meeting, then the party calling such meeting shall work with the Contractor to reschedule it for a mutually convenient time.”

C. ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

1. SC-3.01.

a) In Paragraph 3.01.B:

- (i) In the first sentence, second line, after the words “a functionally complete” add the words “and operable.”
- (ii) In the second sentence, seventh line, delete the word “will” and insert the word “shall” in its place.

b) Add a new Paragraph immediately after Paragraph 3.01.C as follows:

“D. Each and every provision of law and clause required by law to be inserted in these Contract Documents shall be deemed to be inserted herein, and they shall be read and enforced as though included herein. If through mistake or otherwise, any such provision is not inserted correctly, then upon the application of either party, the Contract Documents shall forthwith be physically amended to correct such insertion. If such physical amendment does not occur, however, the correct provision shall be deemed to have been inserted.”

2. SC-3.02.

- a) In Subparagraph 3.02.A.1, in the sixth line, after the word “Bids”, insert the text “or, if Laws or Regulations are different at the time of the Work, then those Laws or Regulations in effect at the time of the Work.”
- b) Delete Subparagraph 3.02.A.2 in its entirety without substitution.

3. SC-3.03.

Delete Paragraph 3.03.B in its entirety and insert the following in its place:

“B. *Resolving Discrepancies.* Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and the provisions of any standard, specification, manual, code, or instruction of any technical society, organization or association if the standard, specification, manual, code or instruction imposes a weaker or less stringent standard or obligation upon the Contractor or any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work than the Contract Documents appear to impose; otherwise, the standard, specification, manual, code or instruction of any technical society, organization or association shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and the provisions of such standard, specification, manual, code or instruction.”

4. SC-3.04.

Add a new Paragraph immediately after Paragraph 3.04.B as follows:

“C. The Drawings may be supplemented from time to time with additional Drawings by the ENGINEER as required to illustrate the Work or, as the Work progresses, with additional Drawings by the CONTRACTOR, subject to the approval of the ENGINEER. Supplementary Drawings, when issued by the ENGINEER or by the CONTRACTOR, after approval by the ENGINEER, shall be deemed a part of the Drawings and shall be furnished in sufficient quantity to all those who, in the opinion of the ENGINEER, are affected by such Drawings.”

5. SC-3.05.

Add a new Section immediately after Section 3.05 as follows:

“3.06 *Organization of the Documents.*

A. Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings, shall not control the CONTRACTOR in dividing the Work among Subcontractors or in establishing the extent of the Work to be performed by any trade or party.”

D. ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

1. SC-4.01.

Add a new Paragraph immediately after Paragraph 4.01.C as follows:

“D. If all lands, easements and rights-of-way are not obtained as herein contemplated before construction begins, CONTRACTOR shall begin the Work upon and within such lands, easements and rights-of-way as OWNER has at that time acquired.”

2. SC-4.02.

a) In Paragraph 4.02.B, in the second sentence, fifth line, delete the words “is identified in the Supplementary Conditions” and insert the following words in lieu thereof “is provided in the Specifications and Drawings and may be further identified in the Project Manual or Special Conditions.”

b) Add a new Paragraph immediately after Paragraph 4.02.B as follows:

“C. *No Reliance by CONTRACTOR on Reports of Subsurface Investigations.* In the preparation of Drawings and Specifications, the ENGINEER has relied upon reports of subsurface investigations as may be attached to the Contract Documents. Such reports are not part of the Contract Documents.”

3. SC-4.03.

a) Add a new Subparagraph immediately after Paragraph 4.03.C of the EJCDC General Conditions and replace it, as follows:

“C. *Possible Price and Time Adjustments:*] Subsurface information, if provided by the

OWNER to the CONTRACTOR, is provided for the sole purpose of placing the CONTRACTOR in receipt of all information available to the OWNER and the ENGINEER, and such information is not to be considered as part of the Contract Documents. CONTRACTOR acknowledges that it has interpreted the subsurface information according to its own judgment in bidding the Work and that it did not rely on the subsurface information provided to it in making its bid. The CONTRACTOR acknowledges that it assumes all risks contingent upon the nature of the subsurface conditions actually to be encountered by it in performing the Work required by the Contract, even though such actual conditions may result in the Contractor performing more or less Work than originally anticipated. Unless the Owner specifically agrees in writing, neither the Contract [Time or Times] nor the Contract [Sum or Price] shall be adjusted on the basis of the actual subsurface conditions being different than as revealed in the subsurface information provided to the CONTRACTOR by the OWNER.”

4. SC-4.05.

a) In Paragraph 4.05.A:

- (i) In the third sentence, tenth line, after the words “reference point” insert the text “, survey markers, property corners, right of way monuments.”
- (ii) At the end of the third sentence, fourteenth line, replace the words “professionally qualified personnel” with “a North Carolina Professional Land Surveyor (PLS)”.

b) Add a new Paragraph immediately after Paragraph 4.05.A as follows:

“B. ENGINEER may check lines, elevations, reference marks, batter boards, and the like, set by CONTRACTOR. CONTRACTOR shall correct any errors disclosed by such check as directed by the ENGINEER. No such check shall be deemed an approval of CONTRACTOR’s work, nor shall it relieve CONTRACTOR of the responsibility for accurate construction of the entire Work. CONTRACTOR shall furnish personnel to assist ENGINEER in checking lines and grades. If CONTRACTOR through the course of its Work discovers information leading it to believe that such reference points are in error or that there has been a mistake in survey data, CONTRACTOR shall immediately notify ENGINEER and OWNER.”

5. SC-4.06.

- a) In Paragraph 4.06.A, in the first sentence, second line, delete the word “Supplementary” and insert the word “Project Manual” in its place.
- b) In Paragraph 4.06.B, in the second sentence, sixth line, delete the word “Supplementary” and insert the word “Project Manual” in its place.
- c) In Paragraph 4.06.C, in the first sentence:
 - (i) In the first line, insert the text “Except as otherwise described in the Contract Documents,” as the beginning of the sentence.
 - (ii) In the third line, delete the word “which” and insert the word “that” in its place
 - (iii) At the end of the first sentence, add: “, provided that CONTRACTOR uses

reasonable care in its operation equivalent to the care used by similar contractors in the locality.”

- d) In Paragraph 4.06.G, in the second sentence, seventeenth line, delete the reference to Paragraph “4.06.E” and insert “4.06.G” in its place.
- e) In the first sentence, delete the word “and” before “(ii)”, and add the following after the word “responsible” at the end of the sentence:

“, and (iii) was known by the OWNER to exist.”

- f) In Paragraph 4.06.H, in the second sentence, twelfth line, delete the reference to Paragraphs “4.06.F” and insert “4.06.H” in its place.

2. SC-4.07.

Add a new Section immediately after Section 4.06 as follows:

“4.07 *Existing Utilities*

A. The CONTRACTOR shall be responsible for the location and verification of all utilities prior to construction, both public and private, within the Site. Prior to commencing construction, the CONTRACTOR shall walk the Site verifying the location of all utilities in order to determine which utilities the CONTRACTOR may deem to be in conflict with the Work. At the completion of the walk-through, the CONTRACTOR shall notify the ENGINEER in writing of any such conflicts. The CONTRACTOR shall also attend monthly progress meetings with the OWNER or ENGINEER, and utility company representatives if appropriate, to discuss potential and/or existing conflicts on all roadway and utility portions of the Work, unless such meeting is waived for a particular month or for the duration of the Project by the ENGINEER. At the option of the OWNER, such meetings may occur in connection with any monthly progress meetings established pursuant to Subparagraph 2.08.A.2.

B. Where existing utilities and structures are indicated on the Drawings, it shall be understood that all of the existing utilities and structures affecting the Work may not be shown and that the locations of those shown are approximate only. It shall be the responsibility of the CONTRACTOR to ascertain the actual extent and exact location of the existing utilities and structures. In every instance, the CONTRACTOR shall notify the proper authority having jurisdiction and obtain all necessary directions and approvals before performing any Work in the vicinity of existing utilities.

C. The Work shall be carried out in a manner to prevent disruption of existing services and to avoid damage to the existing utilities. Temporary connections shall be provided, as required, to ensure that no interruption of existing services occurs. Any damage resulting from the Work shall be promptly repaired by the CONTRACTOR at its own expense in a manner approved by the ENGINEER and further subject to the requirements of any authority having jurisdiction. Where it is required by the authority having jurisdiction that such jurisdiction perform its own repairs or have them done by others, the CONTRACTOR shall be responsible for the costs thereof.”

7. SC 4.08

Add a new Section immediately after Section 4.07 (created above) as follows:

“4.08 Miscellaneous Site Conditions”

“A. Construction Staking and Surveying. The OWNER will perform all construction surveying and staking as called for in the Contract Documents unless a bid item for construction surveying is included in the itemized Proposal. All Work under this Contract shall be constructed in accordance with the lines and grades shown on the Contract Drawings or as directed by the ENGINEER.. Elevations of existing ground, structures and appurtenances are believed to be absolute and therefore are presented only as an approximation. Any error or apparent discrepancy in the data shown or omissions of data required for accurately accomplishing the stake-out survey shall be referred immediately to the ENGINEER for interpretation or correction.

B. The CONTRACTOR shall provide and maintain substantial survey markings delineating easement and property boundaries during construction. These markings shall be in place and approved by the ENGINEER prior to beginning construction activities.

C. Water for Construction. Water needed for construction of the Work may be obtained from the Town of Holly Springs at no charge to the CONTRACTOR. The CONTRACTOR shall be responsible for transporting water. The CONTRACTOR shall contact the Holly Springs Department of Public Works to have a hose and meter installed so as to obtain water. The CONTRACTOR shall not operate any main valve or fire hydrant on the Town water system except in accordance with Town of Holly Springs Policy Statement No. P-005.

D. The CONTRACTOR is advised to perform video inspections and take photographs of the proposed construction areas before disturbing the Site in order to establish an accurate record of the pre-construction conditions for comparison the final restoration work.

E. The CONTRACTOR shall continually notify members of the public that own or occupy private property that may be affected by the scheduled Work that affects their property. The OWNER will distribute a letter to all property owners that will be affected by the proposed Work describing the Project. When construction begins, the CONTRACTOR shall notify residents at least 72 hours in advance of when their property will be directly affected by the Work, with continual updates as required by the progress of the Work. In the event of planned utility service disruptions, the Town’s Public Works and Utilities Department, or other affected utility provider, shall also be notified. At a minimum, the CONTRACTOR shall distribute door hangers to all residents in the affected area before mobilizing on the Site and then distribute follow-up notices at least 3-days before residents are directly affected by the planned Work. The door hangers shall be provided by the Owner and will include information deemed necessary by the OWNER.

C. ARTICLE 5 – BONDS AND INSURANCE

1. SC-5.00.

Add a new Paragraph at the beginning of Article 5 as follows:

“5.00 Evidence of Bonds and Insurance Required Prior to the Work

All evidence of bonds and insurance required in this Article shall be provided prior to the CONTRACTOR or its Subcontractors commencing the Work or making or accepting delivery of materials or equipment to the Site. Failure of the CONTRACTOR to timely obtain and deliver evidence of bonds and insurance as described herein shall not excuse CONTRACTOR from adhering to the progress scheduling for the Work, and any such resulting failure of the CONTRACTOR to adhere to the progress schedule or the Contract Times shall entitle the OWNER to such sanctions and remedies as are provided elsewhere in the Contract Documents for insufficient progress on the Work.”

2. SC-5.01.

f) In Paragraph 5.01.A:

(i) In the first sentence, insert the following text at the beginning of the sentence:

“Concurrent with the execution of this Contract,”.

(ii) In the first sentence, first line, after the word “furnish” insert the text:

“and maintain, at the CONTRACTOR’s cost and expense,”.

(iii) In the second sentence, sixth and seventh lines, after the words “date when final payment becomes due,” insert the words “pursuant to Paragraph 14.07.C”.

g) In Paragraph 5.01.C, in the first sentence, fifth line, delete the number “20” and insert in lieu thereof the text “five (5) business”.

3. SC-5.02.

In Paragraph 5.02.A, in the second sentence, seventh line, after the words “surety and insurance companies shall also” insert the text “be approved by the OWNER and”.

4. SC-5.03.

Add the following two new Paragraphs immediately after Paragraph 5.03.A as follows:

“B. The CONTRACTOR shall provide to the OWNER, insurance certificates or other evidence that all Subcontractors are carrying the required insurance. In lieu of each Subcontractor being required to carry the necessary insurance, the CONTRACTOR may insure the activities of its Subcontractors under its policy(ies). In such case, evidence of such coverage shall be provided on the CONTRACTOR’s insurance certificates. Subcontractors shall in all cases, however, provide workers’ compensation and employer’s liability insurance and motor vehicle liability insurance.

C. An authorized representative of the insurance company(ies) providing coverage required herein shall certify that all of the required insurance coverages and amounts specified in the Contract Documents are provided by the submitted policies. The certification shall be signed by the authorized representatives of the insurance company(ies) and notarized. The authorized representative of the insurance company(ies) shall specifically indicate with the submittal which of the policies submitted fulfill which specific coverage and amounts specified under Sections

5.04 and 5.05 of the Contract. The certification, including the correlation, shall be furnished and included with the insurance certificates. One (1) copy of each such insurance policy and the certificates indicating each type of coverage mentioned, and the correlation between the insurance furnished and that required, shall be provided to each insured party.

The insurance required to be provided by the Contractor (except Worker's Compensation and Employer's Liability insurance) shall name the following as additional insureds as primary without contribution:

 √ The Town of Holly Springs Architect
 Engineer Architect's or Engineer's Consultant
 Other: _____

5. SC-5.04.

- a) Rename Section 5.04, "*CONTRACTOR's Liability and Property Insurance.*"
- b) In Subparagraph 5.04.A.6, add the following words at the end of the Subparagraph:
"in the prosecution of the Work".
- c) In Paragraph 5.04.B:
 - (i) In Subparagraph 5.04.B.6, delete the word "and" at the end of the Subparagraph.
 - (ii) In Subparagraph 5.04.B.7, delete the "." at the end of the Subparagraph and insert a ";" in its place.
 - (iii) Add four new Subparagraphs immediately after Subparagraph 5.04.B.7 as follows:
 - "8. include builder's risk/fire and extended coverage insurance, including coverage for vandalism and malicious mischief for the life of the Contract upon all Work in place and all materials at the Site;
 - 9. include special hazards insurance covering bodily injury and property damage resulting from blasting and explosions, collapse of or structural injury to any structure, and damage to underground structures, pipes or conduits due to the CONTRACTOR's or its Subcontractor's operations;
 - 10. contain provisions or endorsements that:
 - a) the OWNER shall be notified in writing within thirty (30) days after the filing of each claim under the policy;
 - b) full coverage shall be reinstated after payment of each claim;
 - c) the insurer shall have no right of recovery or subrogation against the OWNER, its agents or agencies, or the ENGINEER, it being the intention of the parties

that the insurance policies shall protect both the OWNER and the ENGINEER and be primary coverage for any and all losses covered by the policies;

- d) the clause "other insurance provisions" in a policy in which the OWNER, its agents or agencies, or the ENGINEER is named as an insured, shall not apply to such insured parties;
- e) the insurance companies issuing the policy or policies shall have no recourse against the OWNER, its agents or agencies, or the Engineer for the payment of any premiums or for assessments under any form of policy; and
- f) any and all deductibles under the insurance policies shall be assumed by and be at the sole risk and expense of the CONTRACTOR;

and

- 11. contain the following Indemnification Agreement, endorsed on the reverse sides of all certificates of insurance:

'Indemnification - To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their agents, consultants and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense: (a) is attributable to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (b) is due to damage caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not a party indemnified hereunder is partially negligent, or arises out of operation of law as a consequence of any act or omission of the CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether any of them has been negligent; provided, however, that no party shall be entitled to indemnification with respect to such party's own negligence. This provision is intended to indemnify to the fullest extent permitted by law both OWNER and ENGINEER independently of the negligence of the other and thus the OWNER's negligence shall not preclude indemnification by CONTRACTOR of the ENGINEER, and ENGINEER's negligence shall not preclude indemnification by CONTRACTOR of OWNER.'"

- d) Add a new Paragraph immediately after Paragraph 5.04.B of the EJCDC General Conditions , as follows:

C. SPECIFIC INSURANCE REQUIREMENTS

- 1. The Contractor shall provide insurance coverage for the Town as additional insured to be treated as primary insurance without contribution in amounts not less than the following amounts, and greater coverage where required by law.

Check if Required	Insurance	Minimum Coverage
√	Worker's Compensation	[Statutory Minimum]
√	Employer's Liability	\$1,000,000
	Comprehensive General Liability including Premises/Operations; Explosion, Collapse and Underground Property Damages; Products/Completed Operations; Broad Form Contractual; Independent Contractors; Broad Form Property Damage; and Personal Liability:	
√	(1) Bodily Injury	\$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate
√	(2) Property Damage	\$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate
√	(3) Personal Injury, with employment exclusion deleted	\$1,000,000 Annual Aggregate
	Comprehensive Motor Vehicle Liability, including all owned (private and others), hired and non-owned vehicles used in the Work:	
√	(1) Bodily Injury	\$1,000,000 Each Person \$2,000,000 Each Accident
√	(2) Property Damage	\$1,000,000 Each Occurrence
√	Completed Operations Hazard Insurance	Contract [Sum or Price] or \$1,000,000 if greater
	Builder's Risk/Fire and Extended Coverage, including vandalism and malicious mischief	Contract [Sum or Price] or \$1,000,000 if greater
√	Special Hazards Insurance, including coverage for "boiler and machinery",	Contract Amount or \$1,000,000, whichever is

Check if Required	Insurance	Minimum Coverage
	“blasting and explosion”, “collapse of structure” or “injury to any structure due to contractor’s operations” and “damage to underground structures, pipes or conduits”	greater
√	Umbrella Liability	\$5,000,000 per occurrence and policy aggregate limit

2. The comprehensive general liability insurance and comprehensive motor vehicle disability insurance shall include Owner, its agents and agencies, ENGINEER and ENGINEER’S Consultant and all municipalities where Work is being performed as additional insureds as primary without contribution. The insurance policies required hereunder shall not contain any third party benefit exclusion.

3. Contractor may purchase and maintain excess liability insurance in the umbrella form in order to satisfy the limits of liability required for the insurance to be purchased and maintained in accordance with this Paragraph. Evidence of such excess liability shall be delivered to OWNER in the form of a certificate indicating the policy numbers and limits of liability of all underlying insurance. The umbrella liability insurance shall have a combined single limit of not less than \$5,000,000.

4. If any of the property and casualty insurance requirements described herein are not complied with at the renewal dates of the insurance policy(ies), then payments to the Contractor shall be withheld until all requirements have been met, or, at the option of the Owner, if the renewal premiums have not been paid, then the Owner may pay the renewal premiums and withhold the cost thereof from any monies due to the Contractor.

5. In the event that claims in excess of the coverage amounts provided herein are filed by reason of any operations under the Contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due to the CONTRACTOR until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the OWNER.

6. The CONTRACTOR shall submit to the OWNER documentation as to the cost of insurance coverage required hereunder prior to obtaining the policy(ies). The OWNER may, if it deems it to be in its best interest, obtain a portion or all of the coverage on its own and receive a credit from the CONTRACTOR against the Contract Sum for the cost of the insurance so provided by the OWNER.”

6. Delete Paragraph 5.05.A of the EJCDC General Conditions, in its entirety, and replace it with the following:

“A. CONTRACTOR shall purchase and maintain a separate OWNER’S Protective Liability policy, issued to OWNER at the expense of CONTRACTOR, including OWNER and

ENGINEER as named insured as primary coverage without contribution. The CONTRACTOR shall provide the OWNER with a certificate of insurance for the policy prior to the effective date of the CONTRACT. The certificate shall state that the policy cannot be canceled or terminated while the Work under this Contract, and any renewals thereof, is still in progress without 30 days' prior notice to the OWNER, who shall have the option of reinstating the policy. The CONTRACTOR shall provide renewal certificates no later than 30 days prior to the expiration date of the policy. The policy of insurance shall provide coverage for not less than the following amounts:

1.	Bodily Injury	\$1,000,000	Each Occurrence
2.	Property Damage	\$1,000,000	Each Occurrence
		\$1,000,000	Annual Aggregate"

7. SC-5.06.

a) Rename Section 5.06, "*Additional Insurance.*"

b) Delete Paragraph 5.06.A in its entirety and insert the following in its place:

"A. OWNER, CONTRACTOR and ENGINEER, each at their own option and expense, may purchase and maintain any additional insurance it deems necessary or prudent to protect its interests in connection with the Work. Expenses of such insurance and any deductibles shall not constitute a portion of the Contract Price but are to be borne entirely by the party obtaining such insurance."

c) Delete Paragraphs 5.06.B through 5.06.E in their entirety without substitution.

8. SC-5.07.

a) Delete Paragraph 5.07.A in its entirety and insert the following in its place:

"A. Intentionally Omitted."

b) Delete Paragraph 5.07 B in its entirety and insert the following in its place:

"B. Intentionally Omitted."

c) Delete Paragraph 5.07 B in its entirety and insert the following in its place:

"C. Intentionally Omitted."

9. SC-5.08.

Delete Section 5.08 in its entirety and insert the following in its place:

"5.08 Intentionally Omitted."

10. SC-5.09.

Delete Paragraph 5.09.A in its entirety and insert the following in its place:

“A. If OWNER has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR in accordance with this Article 5 on the basis of its not complying with the Contract Documents, OWNER shall notify CONTRACTOR in writing thereof within ten (10) days of the date of delivery of such certificates to OWNER in accordance with paragraph 2.05. CONTRACTOR shall provide such additional information in respect of insurance provided by CONTRACTOR as OWNER may reasonably request. Failure of OWNER to notify CONTRACTOR of its objection shall not constitute a waiver of any condition of a bond, insurance coverage, or any other covenant contained in the Contract Documents.”

11. SC 5.10.

Delete Paragraph 5.10 in its entirety and insert the following in its place:

“Intentionally Omitted.”

F. ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

1. SC-6.01.

- a) In Paragraph 6.01.A, in the second sentence, twelfth line, after the word “Documents,” add the following:

“, unless the CONTRACTOR knew or should have known of a mistake, error, flaw, miscalculation, or the like, in the design or specification at the time of the making of the Agreement and failed to notify the OWNER and the ENGINEER thereof.”

- b) Insert the following two Paragraphs immediately after Paragraph 6.01.B:

“C. *Project Manager and Superintendent:* The CONTRACTOR’s project manager and the CONTRACTOR’s superintendent shall be full-time employees of the CONTRACTOR. The project manager and the superintendent shall each have a minimum of five years’ experience constructing projects similar to the Project. The project manager’s and the superintendent’s previous work performances must, respectively, be acceptable to the OWNER as to quality of workmanship and time of performance. The CONTRACTOR shall submit resumes of the project manager and the superintendent to the OWNER at the time the Contract is signed. If either person is or becomes unacceptable to the OWNER, the CONTRACTOR, upon written demand by the OWNER, shall promptly remove the unacceptable person and shall appoint a replacement satisfactory to the OWNER.”

D. *Multi-prime Contract Projects:*

1. The general contractor, or any other contractor specifically named by OWNER, shall act as the Project Expediter, responsible for preparing the Project Schedule, including coordinating the progress schedules of the other prime contractors and their subcontractors, ensuring that each prime contractor and subcontractor adheres to its schedule, and communicating regularly with the ENGINEER or the OWNER regarding any concerns that arise during the course of the Project, including, without limitation, the scheduling, adherence to the Drawings, the Specifications and/or the Project Manual.

2. All prime contractors shall be required to cooperate and consult with other contractors and with the Project Expeditor during the construction of the Project. Each prime contractor shall schedule and execute its portion of the Work so as to cause the least delay to other contractors. Each prime contractor shall be financially responsible to the other prime contractors for undue delay caused by it to other prime contractors and subcontractors on the Project.”

2. SC-6.02.

- a) Delete Paragraph 6.02.A in its entirety and insert the following in its place:

“A. CONTRACTOR is responsible for expediting the Work efficiently and effectively and with due care to the quality of the Work. CONTRACTOR shall ensure that at least half of the Work is performed with CONTRACTOR’s employees. CONTRACTOR shall employ only competent, suitably qualified persons to perform the Work. CONTRACTOR shall at all times maintain good discipline and order at the Site. Whenever OWNER notifies CONTRACTOR in writing that any person on the Project appears to be incompetent, disorderly, or otherwise unsatisfactory, such person shall be removed from the Project and shall not again be employed on it except with the prior written consent of OWNER. No adjustment shall be made in the Contract Price or the Contract Times on the basis of the removal of such person from the Project.”

- b) In Paragraph 6.02.B:

- (i) In the first sentence, fifth line, of Paragraph 6.02.B, delete the text “overtime work” from the sentence and keep the remaining text.

- (ii) Insert the following five sentences after the first sentence:

“Regular Working Hours’ are defined as 8 hours per day, Monday through Friday, excluding holidays, between the hours of 7:00 AM and 6:00 PM. Requests to work other than Regular Working Hours shall be submitted to ENGINEER not less than 48 hours prior to any proposed additional daily working hours (including second and third shifts), weekend work or scheduled extended work weeks. All requests to work other than Regular Working Hours must comply with all applicable regulations and ordinances. ENGINEER shall review requests, and ENGINEER shall either (1) deny the request or (2) provide CONTRACTOR with terms for additional engineering and/or inspection costs to be paid for by CONTRACTOR as a result of overtime work in excess of the Regular Working Hours. CONTRACTOR shall agree to ENGINEER’s terms prior to ENGINEER approving CONTRACTOR’s request to work other than Regular Working Hours.”

- c) Insert the following two Paragraphs immediately after Paragraph 6.02.B. as follows:

“C. This Agreement is subject to the applicable provisions of the Contract Work Hours and Safety Standards Act, Public Law 87-581, 87th Congress. Neither the CONTRACTOR nor any Subcontractor contracting for any part of the Work shall require or permit any laborer or mechanic to be employed on the Work in excess of forty hours in any work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times that person’s basic rate of pay for all hours worked in excess of forty hours in such work week.

D. CONTRACTOR and all Subcontractors shall, insofar as practicable, give preference in the hiring of workers for the Project: 1) according to the Minority Outreach Plan as specified in the Contract Documents; and 2) to qualified local residents, with first preference being given to citizens of the United States who have served in the armed forces of the United States and have been honorably discharged therefrom or released from active duty therein.”

E. The cost of such overtime Work or the performance of Work on a Saturday, Sunday, or any legal holiday shall be borne by the CONTRACTOR. CONTRACTOR shall reimburse the OWNER for additional engineering and/or inspection costs incurred as a result of overtime work in excess of the Regular Working Hours stipulated herein. At Owner’s option, overtime costs may either be deducted from the CONTRACTOR’s monthly payment request or deducted from the CONTRACTOR’s retention prior to release of final payment. Overtime costs for the OWNER’s personnel shall be based on the individual’s current overtime wage rate. Overtime costs for personnel employed by the ENGINEER or OWNER’s employees or independent testing laboratory shall be calculated in accordance with the terms of their respective contracts with the ENGINEER or the OWNER.

F. Temporary lighting and all other facilities necessary for performing and inspecting the Work outside of Regular Working Hours shall be furnished and maintained by the CONTRACTOR at the CONTRACTOR’s expense.

G. Work shall not be performed when the weather is inclement, stormy, freezing or otherwise unsuitable. Only such Work as will not suffer injury to workmanship, materials or equipment is permitted. The CONTRACTOR shall carefully protect all Work against damage or injury from the weather, and when Work is permitted during freezing weather, shall provide and maintain approved facilities for heating the materials and equipment and for protecting the finished Work. The CONTRACTOR shall take all necessary precautions (in the event of impending storms) to protect all Work, materials, and equipment from damage or deterioration due to floods, driving rain, wind or snowstorms. The OWNER reserves the right, upon the advice of the ENGINEER, to order that additional protective measures over and beyond those proposed by the CONTRACTOR be taken to safeguard all components of the Project. The CONTRACTOR shall have no right to nor make any claim for compensation for such precautionary measures so ordered, nor have a right to or make any claim for compensation from the OWNER for damage to the Work from weather elements.

H. The mixing and placing of concrete or pavement courses, the laying of masonry, and installation of sewers and water mains shall be stopped during rainstorms, if ordered by the ENGINEER; all freshly placed Work shall be protected by canvas or other suitable covering in such manner as to prevent running water from coming in contact with it. Sufficient coverings shall be provided and kept ready at hand for this purpose. CONTRACTOR shall not be entitled to an increase in Contract Times due to Work stoppage and other time not spent working pursuant to this Paragraph.”

3. SC-6.03.

a) Add the following text at the end of Paragraph 6.03.A:

“The CONTRACTOR shall provide temporary toilet facilities for the use of all workmen. Temporary toilet facilities shall comply with local and state sanitation laws and regulations.”

b) Add the following text at the end of Paragraph 6.03.B:

“All construction shall conform (in increasing order of priority in the event of any conflict) to the requirements and dimensions in the Town of Holly Springs ‘Engineering Design and Construction Standards’, the Town Code of the Town of Holly Springs, this Contract, the construction plans, and the Specifications. All materials and workmanship, except as otherwise provided herein, shall be in accordance with the latest edition of the North Carolina Department of Transportation ‘Standard Specifications for Roads and Structures,’ and all addenda thereto, and the Town of Holly Springs ‘Engineering Design and Construction Standards.’”

- c) Add three new Paragraphs immediately after Paragraph 6.03.B as follows:

“C. *Delivery of Equipment and Materials:* All materials and equipment delivered to the Site shall be accompanied by certificates, signed by an authorized officer of the Supplier, and notarized, guaranteeing that the materials and equipment conform to Specifications requirements. Such certificates shall be immediately turned over to the ENGINEER. Materials and equipment delivered to the Site without such certificates shall be subject to rejection by the ENGINEER. The CONTRACTOR shall ensure that equipment and materials to be incorporated in the Work shall be delivered to the Site sufficiently in advance of their installation and use in order to prevent delay in the execution of the Work, and that they shall be delivered to the Site, as nearly as is feasible, in the other required for executing the Work. The CONTRACTOR shall provide for continuity of supply to avoid changes of supplies or manufacturers or changes in brands of materials during the Work. The CONTRACTOR shall deliver packaged materials to the Site in the manufacturer’s original, unopened, labeled containers and shall not open such containers until the approximate time for the use of the contents.

D. *Storage and Protection of Equipment and Materials:* The CONTRACTOR shall protect all equipment and materials from deterioration and damage. Any equipment or materials of whatever kind that may have become damaged or deteriorated from any cause shall be removed and replaced by new and satisfactory items, at the CONTRACTOR’S expense, including expenses of labor and materials for such removal and replacement. The CONTRACTOR shall store all equipment and materials at the Site in accordance with the manufacturer’s recommendations, as directed by the ENGINEER, and in conformity with applicable statutes, ordinances, regulations and rulings of any public authority having jurisdiction. The CONTRACTOR shall store the cementitious and wood materials in dry, weather-tight, ventilated spaces. The CONTRACTOR shall store ferrous materials so as to prevent contact with the ground and to prevent rusting and damage from weather. The CONTRACTOR shall store masonry materials so as to prevent them from coming in contact with earth or staining materials and shall cover and protect such materials against weather, moisture, neglect and damage. The CONTRACTOR shall protect materials and equipment from equipment damage, weather, moisture, neglect, and construction operations. The CONTRACTOR shall store all equipment and materials at the Site in the accordance with the manufacturer’s recommendation, as directed by the ENGINEER, and in conformity with applicable statutes, ordinances, regulations, and ruling of any public authority having jurisdiction. The CONTRACTOR shall not store unnecessary materials or equipment on the Site and shall take care to prevent any structure from being loaded with a weight that may endanger its security or the safety of persons and property. If the Site is such that equipment and materials cannot be safely stored at the Site, then the CONTRACTOR shall be responsible for locating and providing storage areas for equipment and materials. Such storage shall comply with all applicable statutes, ordinances, regulations and rulings of public authorities having jurisdiction.

E. *Hazardous Material*: The operations of neither the CONTRACTOR nor any Subcontractor shall expose any Town of Holly Springs employees or other person to any hazardous chemicals or other occupational safety or health hazards. The CONTRACTOR shall inform the ENGINEER about any hazardous substances that the CONTRACTOR or the Subcontractors might be using and to which the Town of Holly Springs' employees might become exposed. The CONTRACTOR shall also advise the ENGINEER of the appropriate control measures to be used by the Town of Holly Springs' employees to prevent exposure to such substances and to minimize the risks of such exposure. The OWNER shall not be responsible for any improper use of materials or substances referenced in the Contract Documents nor for any materials or substances brought to the Site by CONTRACTOR."

4. SC-6.04.

- a) Add a new Paragraph immediately after Paragraph 6.04.A as follows:

"B. If the CONTRACTOR does not take the necessary action to accomplish the Work according to the progress schedule established in accordance with Paragraph 2.07, the CONTRACTOR may be ordered by the ENGINEER in writing to take necessary and timely action to improve its Work progress, and CONTRACTOR shall take such action. The ENGINEER's order may include increasing Work forces, providing extra equipment, working extra shifts, or taking other action as required. Should the CONTRACTOR refuse or neglect to take such action or fail to accomplish improvements in meeting the progress schedule, the ENGINEER may take any action authorized under this Contract, including but not limited to withholding of payment of the Contract Price and termination of the Contract."

5. SC-6.05.

- a) Add the following sentence after the first sentence of Paragraph 6.05.A:

"It is the intent of the parties that the CONTRACTOR shall provide materials of the highest standard known to the trade and to provide materials free from defects in workmanship and product."

- b) In Subparagraph 6.05.A.2.d:

- (i) At the end of the first sentence, add the text: ", at least 14 days before such substitute item of material or equipment is to be brought to the Site."

- (ii) After the first sentence, insert the following sentence:

"The application shall include sufficient documentation and samples to allow the ENGINEER to determine the acceptability of the proposed substitute item of material or equipment."

- (iii) After the last sentence in paragraph 6.05B add the following:

"The substitution shall not be allowed without written approval of the OWNER, in its sole discretion."

6. SC-6.06.

- a) Delete Paragraphs 6.06.A and 6.06.B in their entirety and insert the following in their place:

“A. CONTRACTOR shall make a good faith effort to utilize minority business enterprises (MBEs) per North Carolina General Statutes Section 143-128, *et seq.*, as Subcontractor for the Work. CONTRACTOR shall submit for approval to the OWNER and the ENGINEER, within ten (10) days after the issuance of the Notice of Award, a list of the names of Subcontractors and Suppliers of principal items of material and equipment. CONTRACTOR shall also submit for approval to the OWNER and the ENGINEER a list of the names of any additional or replacement Subcontractors and Suppliers the CONTRACTOR wishes to use in connection with the Project prior to utilizing their services. The ENGINEER or OWNER shall notify the CONTRACTOR within ten (10) days after receipt of the list of any reasonable objections to any Subcontractor or Supplier. CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization, (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom OWNER may have reasonable objection. Acceptance of any Subcontractor, other person or organization by OWNER shall not constitute a waiver of any right of OWNER to reject defective Work or remove such person from the Project pursuant to Paragraph 6.02.A.

- b) Add a new sentence at the end of Paragraph 6.06.E as follows:

“Notwithstanding the foregoing, however, OWNER or ENGINEER may furnish to any such Subcontractor, Supplier or other person or organization, to the extent practicable, information about amounts paid on their behalf to CONTRACTOR in accordance with CONTRACTOR’s Applications for Payment.”

7. SC-6.07.

At the end of Paragraph 6.07.A, add the following sentence:

“In the event of any claim or action by law on account of such patents or fees, it is agreed that the OWNER may retain out of the monies that are due or that may become due to the CONTRACTOR under this Contract, a sum of money sufficient to protect the OWNER against loss, and to retain the same until said claims are paid or are satisfactorily adjusted.”

8. SC-6.08.

- a) In Paragraph 6.08.A from the eighth line to the end of the Paragraph, delete the text: “or if there are no Bids.....plant investment fees.”, and insert in lieu thereof: “, and the CONTRACTOR shall pay all charges of utility owners for connections to the Work.”

9. SC-6.09.

- a) In Paragraph 6.09.A, delete the first sentence and insert in lieu thereof the following two sentences:

“The CONTRACTOR shall, at all times, observe and comply with and shall cause all of its agents and employees and all of its Subcontractors to observe and comply with all such existing Laws or Regulations. The CONTRACTOR shall protect and indemnify the OWNER and the ENGINEER and the municipalities and counties in which Work is being performed, and their officers and agents, against any claim, fee, civil penalty, fine or liability

arising from or based on the violation of any such Law or Regulation, whether by the CONTRACTOR or its employees or any of its Subcontractors.”

b) In Paragraph 6.09.B:

(i) In the first sentence, seventh line, insert “, including all fines, fees, charges, civil penalties and the like assessed against the CONTRACTOR and/or the OWNER by any governmental unit or agency (including, without limitation, the OWNER in its capacity as a municipal corporation)” after “arising out of or relating to such Work.”

(ii) Insert the following sentence prior to the first sentence of the Paragraph:

“If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations, it shall give ENGINEER prompt written notice thereof.”

c) Add a new Paragraph immediately after Paragraph 6.09.C as follows:

“D. *Fines for Noncompliance with Sedimentation and Erosion Control Regulations:* The CONTRACTOR should be aware that State laws and Town ordinances provide for the imposition of fines and other civil penalties for the failure to properly plan, implement and maintain appropriate sedimentation and erosion control practices. The CONTRACTOR shall familiarize itself with all applicable sedimentation and erosion control regulations and shall follow and abide by them closely. Applicable regulations include (by way of illustration and not limitation) North Carolina General Statutes Section 113A-50 *et seq.* and Town of Holly Springs Ordinances. Violations of such regulations include (by way of illustration and not limitation) grading without prior receipt of a valid grading permit or in a manner inconsistent with such permit, failure to take reasonable measures to protect public or private property from damage caused by failure to retain sediment on site, failure to install adequate erosion and sedimentation control devices, failure to maintain temporary and/or permanent erosion control measures, failure to protect exposed slopes, failure to provide adequate ground cover, failure to revise the erosion and sedimentation control plan after notification of the need to do so, failure to keep dirt and mud off of public streets, and failure to maintain slopes. Sedimentation and erosion control laws and ordinances shall be considered among the Laws and Regulations described in Paragraph 6.09.B hereof, and CONTRACTOR shall perform all Work so as to be in compliance with same and pay all fees, fines and civil penalties in connection with the violation(s) of same that do occur. This provision is intended to call CONTRACTOR’s attention to State and Town sedimentation and erosion control plans, and nothing herein is intended to impliedly limit the types of regulations deemed to be Laws and Regulations herein, nor is anything herein intended to limit the applicability of Paragraph 6.09.A or 6.09.B as to sedimentation and erosion control laws.”

10. SC-6.10.

a) At the end of Paragraph 6.10.A, add the following text:

“Use tax is due on construction equipment brought into North Carolina for use in the performance of the Work (N.C. Revenue Laws G.S. 105-164.4 and 105-164.6). CONTRACTOR is also liable for payment of applicable privilege licenses (N.C. Revenue Laws G.S. 105-54) and for payment of applicable franchise, corporate income and withholding taxes (N.C. Revenue Laws, G.S. 105-122, 105-123, 105-134, and 105-163.2). The absence of mention of any specific tax herein in no way relieves the CONTRACTOR of its obligation to pay the same.”

- b) Add two new Paragraphs immediately after Paragraph 6.10.A as follows:

“B. Refunds of all North Carolina sales and use taxes paid in the purchase of building materials, supplies, fixtures and equipment that become a part of or annex to buildings or structures being erected, altered or repaired under contracts with the OWNER are to be made to the OWNER in accordance with state law. Thus, the following procedures shall be followed in order that the OWNER may recover the full amount of the North Carolina sales use and taxes permitted to be refunded to it under the law.

1. It shall be the CONTRACTOR’s responsibility to furnish the OWNER documentary evidence showing the material used and sales tax paid by the CONTRACTOR and each of its Subcontractors and Suppliers.

2. With each partial payment request submitted at the end of a calendar month, fiscal year or final payment, the CONTRACTOR must furnish (i) a certified and notarized statement setting forth the cost of the property purchased from each vendor and the amount of sales and/or use tax paid thereon, and (ii) documentary evidence supporting the statement, including copies of invoices for which the statement is being submitted, with invoice numbers indexed to the statement.

3. The statement shall show all taxes and assessments paid to the State of North Carolina, the County of Wake, and the Town of Holly Springs, including the North Carolina Sales Tax and the Town of Holly Springs Tax, and the statement shall list any payments made directly to the North Carolina Department of Revenue.

4. In the event the CONTRACTOR makes several purchases from the same vendor, the statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, and the sales and use taxes paid thereon.

5. Such statement must include the cost of any tangible personal property withdrawn from the CONTRACTOR’s warehouse stock and the amount of sales or use tax paid thereon by the CONTRACTOR.

6. Similar certified statements by its Subcontractors must be obtained by the prime CONTRACTOR and furnished to the OWNER.

7. If no tax has been paid during the pay request period, ‘NONE’ shall be entered on the tax form.

C. Materials used in the Project from the CONTRACTOR’s as Subcontractor’s warehouse stock shall be billed to the OWNER at warehouse stock prices.”

11. SC-6.11.

- a) In Paragraph 6.11.A.1:

- (i) Add four new sentences immediately after the first sentence as follows:

“Storage of equipment or materials, or erection and use of sheds outside of the Site, if such areas are the property of the OWNER, shall be used only with the OWNER’s approval. Such storage or temporary structures, even within the Site, shall be confined to

the OWNER'S property. CONTRACTOR shall not utilize property other than the Site, including property designated as easement area or right of way area, unless specifically permitted elsewhere in the Contract Documents, without the express permission of the owner thereof. Such permission of owners of other properties shall not be sought by the CONTRACTOR without the express permission of the OWNER to so approach such owners."

(ii) Add two new sentences at the end of the Subparagraph as follows:

"Prior to commencement of Work in the vicinity of property adjacent to the Site, CONTRACTOR, at its own expense, shall take such surveys as may be necessary or expedient to establish the existing conditions of the property. Any damage or injury occurring to any property as a result of any act, omission or neglect on the part of the CONTRACTOR shall be repaired so that the property is restored in a proper and satisfactory manner, or replaced, by and at the expense of the CONTRACTOR, to an equal or superior condition than previously existed."

b) In Subparagraph 6.11.A.2, add two new sentences at the end of the Subparagraph as follows:

"CONTRACTOR shall be responsible for all costs in connection with the settlement of or defense against such claims. Before final payment under the Contract shall be made to the CONTRACTOR, the CONTRACTOR shall furnish satisfactory evidence to the OWNER that all claims for damage have been legally settled, that sufficient funds to cover such claims have been placed in escrow, or that an adequate bond to cover such claims has been obtained."

c) In Paragraph 6.11.B:

(i) In the second sentence, add the following at the end of the sentence:

", and shall include, without limitation, appropriate sedimentation control measures, as applicable."

(ii) Add the following text after the second sentence of Paragraph 6.11.B:

"During construction, the CONTRACTOR shall regularly remove from the Site all accumulated debris and surplus materials of any kind that result from its operations. Unused equipment and tools shall be stored at the CONTRACTOR's yard or base of operations for the Project. When the Work involves installation of sewers, drains, water mains, manholes, underground structures, or other disturbance of existing features in or across streets, rights of way, easements, or private property, the CONTRACTOR shall, as the Work progresses, promptly backfill, compact, grade, and otherwise restore the disturbed area to a basic condition that will permit resumption of pedestrian or vehicular traffic and any other essential activity or function consistent with the original use of the land. Unsightly mounds of earth, large stones, boulders, and debris shall be removed as promptly as possible so that the Site maintains a neat appearance."

d) In Paragraph 6.11.C:

(i) In the first sentence, after the words "clean the Site," insert the words "to a neat and orderly condition meeting or exceeding its appearance prior to construction."

(ii) At the end of the Paragraph, add the following sentences:

“Failure to clean and prepare the Site in accordance with this Paragraph shall forestall CONTRACTOR’s right to receive its final payment of the Contract Price. At the Contract Time for full performance of the Work, if the cleaning and preparation is not complete, OWNER may make arrangements for same with a third party. The CONTRACTOR shall reimburse the OWNER for all costs associated with such work in a deduction in the Contract Price or by direct payment from the CONTRACTOR to the OWNER, or a combination of both, at the option of the OWNER.”

e) Add three new Paragraphs immediately after Paragraph 6.11.D as follows:

“E. *Traffic to and from the Site:* The CONTRACTOR shall maintain traffic to, from and around the Site in accordance with the Town of Holly Springs Engineering Design and Construction Standards, Section 150 of the NCDOT ‘Standard Specifications for Roads and Structures’ and the following provisions: At the end of each workday, the CONTRACTOR shall backfill, up to the edge and elevation of existing pavement, any area adjacent to the travelway that has a drop off of more than three (3) inches. The CONTRACTOR shall perform this work at no additional cost to the OWNER. Access to the Site and properties adjacent to the Site shall be maintained at all times throughout the Project. Where driveways, mailboxes and/or other improvements are disturbed, temporary drives, mailboxes and/or other improvements if appropriate shall be installed immediately and maintained until such time as permanent repair to the driveways, mailboxes and/or other improvements is made. An ABC stone base shall be used to maintain temporary driveways. No additional payment shall be made by the OWNER or other parties to the Contract for such temporary driveway construction and maintenance because such Work shall be considered incidental to the Contract and included in the Contract Price.

F. *Work in Streets, Highways and Other Rights of Way:* Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights of way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), and the like, shall be done in accordance with the applicable portions of the Specifications and the requirements of authorities having jurisdiction. The OWNER shall make all arrangements with the proper authorities for such Work, including the obtaining of permits, and shall pay costs associated with such, with the exception of electrical permits, blasting permits and inspections. The CONTRACTOR shall keep a copy of all required permits on the Site at all times. The CONTRACTOR shall be responsible for all bonds required by the North Carolina Department of Transportation.

G. *Final Clean-up and Site Rehabilitation:* Before leaving the Site upon completion of the Work, the CONTRACTOR shall remove from the Site all accumulated debris and surplus materials of any kind that result from the Project, including construction equipment, tools, sheds, sanitary enclosures, and the like. The completed Project shall be turned over to the OWNER in a neat and orderly condition. The Site shall be rehabilitated or developed in accordance with other sections of the Specifications and the Drawings. In the absence of any portion of these requirements, the CONTRACTOR shall completely rehabilitate the Site to a condition and appearance equal or superior to that which existed just prior to construction, except for those items whose permanent removal or relocation was required in the Contract Documents or so ordered by the OWNER.”

H. *Mail Service:* Mail service shall not be interrupted by construction activities. In the

event that mailboxes are relocated or temporarily removed, the Contractor must provide alternate methods as approved by the US Postal Service and the Owner for property owners to receive uninterrupted mail service. There will be no separate payments issued for alternate measures required to maintain mail service.

12. SC-6.12.

- a) Add a new sentence at the end of Paragraph 6.12.A as follows:

“Failure to furnish the ENGINEER with accurate and detailed record documents shall be grounds for withholding final payment until such record documents have been properly furnished.”

- b) Add a new Paragraph immediately after Paragraph 6.12.A of the EJCDC General Conditions, as follows:

“B. “Contractor shall maintain ‘as-built’ record drawings, current with the progress of the Work on the Project site, available for inspection on site, and shall provide them in mylar and electronic format to the ENGINEER and the OWNER prior to Substantial completion.”

13. SC-6.13.

- a) In Paragraph 6.13.A, add the following text at the end of the first sentence:

“, and shall be solely and completely responsible for conditions of the Site, including the safety of all persons and property at the Site, preparatory to and during performance of the Work.”

- b) In Paragraph 6.13.B:

(i) In the first sentence, second line, after the words “Laws and Regulations,” insert the text “, including such safety regulations as may be prescribed from time to time by the ENGINEER, the OWNER or local authorities having jurisdiction,”.

(ii) In the first sentence, fourth line, after the text “damage, injury or loss:” delete the word “and”.

(iii) In the first sentence, fifth line, after the words “safety and protection”, insert the text:

“; and shall, when so directed by the ENGINEER or the OWNER, properly correct any unsafe conditions created by, or unsafe practices being committed on the part of its employees, Subcontractors, Suppliers or any individual or entity directly or indirectly employed by any of them. The CONTRACTOR shall fully comply with any and all applicable portions of the latest revision of the North Carolina Division of Highway ‘Policies and Procedures for Accommodating Utilities on Highway Right of Way.’ In the event of the CONTRACTOR’S failure to comply with any of the safety precautions referenced herein or in the Contract Documents, the ENGINEER or OWNER may take the necessary measures to correct the conditions or practices complained of; and all costs thereof will be deducted from the Contract Price due the CONTRACTOR. Failure of the ENGINEER to direct the correction of unsafe conditions or practices shall not relieve the CONTRACTOR of its responsibility hereunder.”

- (iv) In the third sentence, delete the seventeenth line, now reading:
“CONTRACTOR (except damage or loss attributable to the”

and insert the following text in its place:

“CONTRACTOR (except and to the extent that such damage or loss is attributable to the”.

- (v) In the fourth sentence, insert after the words “responsibilities for safety and for protection of the Work” the text “and those people and that property that come into contact with the Work.”

- (vi) In the fourth sentence, insert after the words “shall continue” the text “even during non-working hours,”.

- c) Add two new Paragraphs immediately after Paragraph 6.13.B as follows:

“C. In the event of any claims for damage or alleged damage to persons or property as a result of Work under this Contract, the CONTRACTOR shall be responsible for all costs in connection with the settlement of or defense against such claims. Before final payment to the CONTRACTOR is made under the Contract, the CONTRACTOR shall furnish satisfactory evidence that all claims for damage have been legally settled or that sufficient funds to cover such claims have been placed in escrow, or that an adequate bond to cover such claims has been obtained.

D. The Construction Documents and the joint and several phases of construction contemplated by the Construction Documents are to be governed at all times by applicable provisions of local and State laws, ordinances and regulations and Federal laws, including but not limited to the latest amendments of the Department of Labor, Bureau of Labor Standards, Safety and Health Regulations for Construction; and Williams and Steiger Occupational Safety and Health Act of 1970, including rules and regulations issued pursuant thereto (OSHA), applicable to the Work and performance of the Contract. Where applicable to the Work, in addition to the requirements of the General Conditions, as supplemented by these Supplementary Conditions and any Special Conditions, the CONTRACTOR shall fully comply with any and all applicable portions of the Division of Highway ‘Policies and Procedures for Accommodating Utilities on Highway Right of Way’ or latest revision. The duty of the ENGINEER to conduct a construction review of the CONTRACTOR's performance is not intended to include a review of the adequacy of the CONTRACTOR's safety measures in, on, or near the Site.”

14. SC-6.15.

Add a new Paragraph immediately after Paragraph 6.15.A as follows:

“B. CONTRACTOR shall notify the OWNER immediately, and no event more than eight hours later, after an emergency has occurred if an emergency compromising the safety of persons or property at the Site has occurred.”

15. SC-6.17.

- a) In Paragraph 6.17.A, delete the third sentence and insert the following sentence in its place:

“CONTRACTOR shall provide on the Shop Drawings complete data with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials and equipment that CONTRACTOR agrees to provide, and the Shop Drawings shall be sufficient to enable ENGINEER to review the information for the purposes delineated in paragraph 6.17.E.”

- b) Add two new Subparagraphs immediately following Subparagraph 6.17.D.3 as follows:

“4. All submittals required by the Contract Documents shall be submitted in three (3) copies plus the number to be returned to the CONTRACTOR. Samples and Operation and Maintenance Manuals required by the Contract Documents shall be submitted in three (3) copies, none of which will be returned.

5. All submittals shall be checked by CONTRACTOR for accuracy and conformance to the Contract Documents before submittal to ENGINEER. Shop Drawings shall show the location of all structural members, walls, and slabs with relation to the Work on the layout drawings. Any potential interference with structural members, pipes, ducts, or other equipment or work must be brought to the Engineer’s attention by the CONTRACTOR in writing.”

16. SC-6.19.

- a) In Paragraph 6.19.A, in the second sentence, fifth line, insert after the word “damage” the word “normally”.

- b) Add a new Paragraph 6.19.C as follows:

“C. By entering into the Contract with the OWNER, the CONTRACTOR represents and warrants:

1. That CONTRACTOR is experienced in and competent to perform the type of Work required and to furnish the plant, materials, supplies or equipment to be so performed or furnished by it.

2. That CONTRACTOR is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to initiate and complete the Work required under the Contract.

3. That CONTRACTOR is familiar with all federal, state, county, municipal and department laws, ordinances, permits, regulations and resolutions which may in any way affect the Work or those employed therein, including but not limited to any special laws or regulations relating to the Work or any part thereof.

4. That such temporary and permanent Work required by the Contract Documents that is to be done by CONTRACTOR will be satisfactorily constructed and fit for use for its intended purpose and that such construction will not injure any person, or damage any property.

5. That CONTRACTOR has carefully examined the Contract Documents and the Site of the Work and that from its own investigations, it has satisfied itself and made itself familiar with: (1) the nature and locations of the Work; (2) the character, quality and quantity of surface and subsurface materials likely to be encountered, including, but

not limited to all structures and obstructions on or at the Project Site, whether natural or man-made; (3) the character of equipment and other facilities needed for the performance of the Work; (4) the general and local conditions including, without limitation, the climatic conditions, the availability and cost of labor and the availability and cost of materials, tools and equipment; (5) the quality and quantity of all materials, supplies, tools, equipment, labor and professional services necessary to complete the Work in the manner required by the Contract Documents; and (6) all other matters or things which could in any manner affect the performance of the Work.

6. That CONTRACTOR will fully comply with all requirements of the Contract Documents.

7. That CONTRACTOR will perform the Work consistently with good workmanship, sound business practice, and in the most expeditious manner, consistent with the best interests of the OWNER.

8. That CONTRACTOR will furnish efficient business administration and experienced superintendents and an adequate supply of workmen, equipment, tools and materials at all times.

9. That CONTRACTOR has carefully reviewed the Work required and that the Work can be planned and executed in a normal and orderly sequence of Work and reasonably scheduled so as to ensure completion of the Project in accordance with the Contract Documents, allowing for normal and reasonable foreseeable weather, labor and other delays, interruptions and disruptions of the Work.

10. That CONTRACTOR will complete the Work within the Contract Time and all portions thereof within any required Contract deadlines.

11. That the Contract Price is based upon the labor, materials, systems and equipment required by the Contract Documents, without exception.

12. That CONTRACTOR will make a good faith effort to utilize minority business enterprises (MBEs) per N.C. General Statutes Section 143-128, *et seq.*, as Subcontractors for the Work.

13. That Contractor is not at the time of the making of the Contract in dispute with the Town of Holly Springs in connection with any project for which it has performed Work.”

17. SC-6.20.

a) In Paragraph 6.20.A:

- (i) In the first sentence, sixth line, after the word “costs” insert the text “, civil penalties, fines...”
- (ii) In the first sentence, eleventh line, after the word “cost” insert the text “,civil penalty, fine...”
- (iii) Add two new sentences at the end of Subparagraph 6.20.A.2 as follows:

“If through the negligence on the part of CONTRACTOR performing the Work, any other contractor or any subcontractor shall suffer or claim to have suffered loss or damage, CONTRACTOR shall reasonably attempt to settle such claims with such other contractor or subcontractor by agreement or arbitration. If such other contractor or subcontractor shall assert any claim against OWNER on account of any damage alleged to have been sustained, OWNER shall notify CONTRACTOR, who shall indemnify and hold harmless OWNER against any such claims.”

b) Add a new Paragraph immediately after Paragraph 6.20.C as follows:

“D. Nothing in the Contract Documents shall create or give to third parties any claim or right of action against the CONTRACTOR, the OWNER or the ENGINEER beyond such claims or rights as legally exist irrespective of the Contract.”

18. SC-6.21.

Add a new Section immediately after Section 6.20 as follows:

“6.21 *Contractor License Requirements.*

A. CONTRACTOR shall be licensed in North Carolina in an amount equal to one and one-half (1-1/2) times the total Contract Price for all of the Work. CONTRACTOR shall have and maintain a valid Town of Holly Springs Privilege License to perform the Work. If the Work involves any roadway construction, CONTRACTOR shall have and maintain a current unlimited General Contractor’s license with the ‘Highway Contractor’ classification.”

G. ARTICLE 7 – OTHER WORK

1. SC-7.01.

In Paragraph 7.01.B:

(i) In the third sentence, twelfth line, after the word “endanger,” insert the words “others or”

(ii) In the fourth sentence, seventeenth line, after the words “for the benefit of”, insert the text “OWNER,”

2. SC-7.02.

In Paragraph 7.02.A, in the first sentence, first line, after the word “intends,” insert the words “at the time of the making of the Agreement”.

3. SC-7.03.

Add a new Section immediately after Section 7.02 as follows:

“7.03 *Remedies*

A. Should CONTRACTOR cause damage to the work or property of any separate contractor at the Site, or should any claim arising out of CONTRACTOR’s performance of the Work at the Site be made by any separate contractor against CONTRACTOR,

OWNER, ENGINEER, ENGINEER's Consultants, the Construction Coordinator or any other person, then CONTRACTOR shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by arbitration or at law.

B. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER, ENGINEER, ENGINEER's Consultants and the Construction Coordinator harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals, and court and arbitration or mediation costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against OWNER, ENGINEER, ENGINEER's Consultants or the Construction Coordinator to the extent based on a claim arising out of CONTRACTOR's performance of the Work. Should a separate contractor cause damage to the Work or property of CONTRACTOR or should the performance of work by any separate contractor at the site give rise to any other claim, CONTRACTOR shall not institute any action, legal or equitable, against OWNER, ENGINEER, ENGINEER's Consultants or the Construction Coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter that seeks to impose liability on or to recover damages from OWNER, ENGINEER, ENGINEER's Consultants or the Construction Coordinator on account of any such damage or claim. If CONTRACTOR is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor and OWNER and CONTRACTOR are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, CONTRACTOR may make a claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be CONTRACTOR's exclusive remedy with respect to OWNER, ENGINEER, ENGINEER's Consultants and Construction Coordinator for any delay, disruption, interference or hindrance caused by any separate contractor. This paragraph does not alter the liability of OWNER, ENGINEER, ENGINEER's Consultant and Construction Coordinator for activities that are their respective responsibilities."

H. ARTICLE 8 – OWNER'S RESPONSIBILITIES

1. SC-8.01.

In Paragraph 8.01.A:

- (i) Insert "as amended by the Supplementary Conditions and any Special Conditions, and unless OWNER is also acting as the ENGINEER or the inspector for the Project," after "Except as otherwise provided in these General Conditions".
- (ii) Add at the end of the sentence "or shall copy ENGINEER on its direct correspondence with CONTRACTOR."

I. ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

1. SC-9.01.

In Paragraph 9.01.A:

- (i) At the end of the first sentence, add " , unless and until the OWNER provides otherwise in writing to the CONTRACTOR, and all instructions of the ENGINEER as the OWNER's representative shall be executed promptly and efficiently by the

CONTRACTOR and its Subcontractors.”

(ii) Delete the second sentence in its entirety.

2. SC-9.02.

Add a new Paragraph immediately after Paragraph 9.02.B as follows:

“C. After hours or weekend Work shall include only such tasks that do not require observation by the ENGINEER unless the OWNER specifically authorizes otherwise in writing.”

3. SC-9.03.

In Paragraph 9.03.A, add the text “and any Special Conditions” at the end of the second sentence, after “in the Supplementary Conditions”.

4. SC-9.05.

In Paragraph 9.05.A, delete the last sentence, on the ninth through the thirteenth lines, and insert the following in its place:

“If the CONTRACTOR decides that the Field Order should result in an increase of the Contract Price or a change in the Contract Times, then the CONTRACTOR shall submit a written request regarding such an adjustment to the ENGINEER prior to commencing the Work. If the CONTRACTOR proceeds with the Work prior to the execution of the Change Order, such Work shall be performed with the understanding that the increase in the Contract Price or a change in the Contract Times requested is subject to the approval of the OWNER. The decision rendered by the OWNER concerning the request for an increase in the Contract Price or a change in the Contract Times resulting from a Field Order shall be final.”

5. SC-9.10.

a) In Paragraph 9.10.A., insert the following text at the beginning of the first sentence:

“Unless otherwise specified in any separate agreement between the OWNER and the ENGINEER,”

and replace the former initial word of the first sentence “Neither” with “neither”.

b) In Paragraph 9.10.B, insert the following at the beginning of the first and the second sentence:

“Unless otherwise specified in any separate agreement between the OWNER and the ENGINEER,”.

c) In Paragraph 9.10.C, insert the following at the beginning of the sentence:

“Unless otherwise specified in any separate agreement between the OWNER and the ENGINEER,”.

d) In Paragraph 9.10.D., in the first sentence, sixth line, delete the word “generally”.

e) Renumber Paragraph 9.10.E as 9.10.F.

f) Add a new Paragraph immediately following Paragraph 9.10.D as follows:

“E. The presence or absence of the ENGINEER at the Site shall in no way modify the CONTRACTOR’s responsibility for conformity with the Drawings and Specifications. Failure of the ENGINEER to reject materials or Work that does not conform with the Drawings and Specifications, whether from lack of discovery or for any other reason, shall in no way prevent later rejection of or corrections to the unsatisfactory materials or Work when discovered. The CONTRACTOR shall have no claim for losses suffered due to any necessary removals or repairs resulting from unsatisfactory Work.”

J. ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

1. SC-10.01.

Add three new Paragraphs immediately after Paragraph 10.01.B as follows:

“C. If CONTRACTOR claims (1) that any work he/she has been ordered to do is not part of the Work required by the Contract Documents (hereinafter referred to as ‘Extra Work’) and that he/she has performed or is going to perform Extra Work, or (2) that any action or omission of OWNER or ENGINEER is contrary to the terms and provisions of the Contract Documents, CONTRACTOR shall:

- (i) Verbally inform the ENGINEER or OWNER of its claim and then Promptly comply with such order;
- (ii) File with ENGINEER, within fourteen working days after being ordered to perform the work claimed by him/her to be Extra Work or within fourteen working days after commencing performance of the Extra Work, whichever date shall be the earlier, or within fourteen working days after the action or omission of the OWNER or the ENGINEER occurred or was due, a written notice stating the basis of his/her claim and a request for a determination thereof;
- (iii) File with ENGINEER thirty (30) calendar days after said alleged Extra Work was required to be performed or said alleged Extra Work was commenced, whichever date shall be earlier, or said alleged action or omission by OWNER or ENGINEER occurred or was due, a verified detailed statement, with documentary evidence of the items and basis of his/her claim;
- (iv) Produce for OWNER’S examination, upon notice from OWNER, all his/her books of account, bills, invoices, payrolls, subcontracts, time books, progress records, daily reports, bank deposit books, bank statements, checkbooks and canceled checks showing all of his/her actions and transactions in connection with or relating to or arising by reason of his/her claim, and submit himself/herself and persons in his/her employment and in his/her Subcontractor’s employment for examination under oath by any person designated by OWNER to investigate any claims made against OWNER under the Contract, such examination to be made at the offices of OWNER or OWNER’S agent;
- (v) Proceed diligently, pending and subsequent to determination of OWNER with respect to any such disputed matter, with the performance of the Contract and in accordance with all instructions of OWNER and ENGINEER.

D. CONTRACTOR'S failure to comply with any or all of the provisions of Paragraph 10.01.C shall be deemed to be: (1) a conclusive and binding determination that said order, work action or omission is not additional or extra Work for CONTRACTOR and is not contrary to the terms and provisions of the Agreement; and (2) a waiver by CONTRACTOR of all claims for additional compensation or damages or extension of Contract Times as a result of said order, work action or omission.

E. Only OWNER may waive or modify any of the provisions of Paragraphs 10.01.C or 10.01.D, which waiver must be done in writing and signed by OWNER. In any action against OWNER to recover any sum in excess of the sum certified by OWNER to be due under or by reason of the Contract, CONTRACTOR must allege in his/her complaint and prove at trial compliance with the provisions of Paragraph 10.01.C. Nothing in paragraphs 10.01.C, 10.01.D, or this paragraph shall in any way affect OWNER's right to obtain an examination of CONTRACTOR before trial or discovery and inspection in any action that might be instituted by or against OWNER or CONTRACTOR."

2. SC-10.05.

a) In Subparagraph 10.05.B.1, in the third line, after the text "Article 16", insert the words "or in the Supplementary Conditions".

b) In Subparagraph 10.05.B.2:

(i) In the second line, after the text "Article 16", insert the words "or in the Supplementary Conditions".

(ii) In the fifth and sixth lines, delete the words "after the date of such decision" and insert in their place "after the date such decision is delivered to OWNER and CONTRACTOR".

(iii) In the eighth line, delete the words "within 60 days after the date of such decision" and insert in their place the following:

"within 60 days after the date of delivery of such decision, if the appealing party is the CONTRACTOR, and within 90 days after the date of delivery of such decision, if the appealing party is the OWNER,".

c) In Paragraph 10.05.C, add the following to the end of the sentence:

", in which case an appeal from the denial of the claim may be made in accordance with subparagraph 10.05.B.1 or 10.05.B.2."

d) Add a new Paragraph immediately following Paragraph 10.05.D as follows:

"E. CONTRACTOR shall diligently continue all Work and adhere to the progress schedule to the extent possible during the resolution of any dispute, including a Claim, even if the dispute or Claim pertains to Contract Times, Contract Price, or any other integral feature of the Agreement, unless the OWNER and the CONTRACTOR agree otherwise in writing."

3. SC-10.06; SC-10.07.

Add two new Sections immediately after Section 10.05 as follows:

“10.06 Requests for Changes in the Work

A. At any time ENGINEER may request a quotation from CONTRACTOR for a proposed change in the Work. Within 21 calendar days after receipt of a request for a quotation for a proposed change, the CONTRACTOR shall proceed to submit a written and detailed proposal for an increase or decrease in the Contract Price or alterations of the Contract Times for the proposed change. ENGINEER shall have 21 calendar days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all cost and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in accordance with Articles 11 and 12, and in sufficient detail to reasonably permit an analysis by ENGINEER of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed, or impacted. Any amount claimed for subcontracts shall be similarly supported. Itemized schedule adjustments shall be in sufficient detail to permit an analysis of impact as required by the Contract Documents. Notwithstanding the request for quotation, CONTRACTOR shall carry on the Work and maintain the progress schedule.

10.07 Effect of the Change Order

A. The adjustment in the Contract Price and/or Contract Times stated in a Change Order shall comprise the total price and/or time adjustment due or owed the CONTRACTOR for the work or changes defined in the Change Order. By executing the Change Order, the CONTRACTOR acknowledges and agrees that the stipulated price and/or time adjustments include the costs and delays for all Work contained in the Change Order, including costs and delays associated with the interruption of schedules, extended overheads, delay, and cumulative impacts or ripple effect on all other non-affected Work under this Contract. Signing of the Change Order constitutes full and mutual accord and satisfaction for the adjustment in contract price or time as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change, subject to the current scope of the entire Work as set forth in the Contract Documents. Acceptance of this waiver constitutes an agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Contract, and that CONTRACTOR will waive all rights to file a claim on this Change Order after it is properly executed.”

K. ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

1. SC-11.01.

a) In Subparagraph 11.01.A.5:

- (i) In Subparagraph 11.01.A.5.c add the following text between the second and third sentence:**

“Rental rates shall include all fuel, lubricants, insurance and the like necessary in connection with the use of the equipment. Equipment rental charges shall not exceed the prorated monthly rental rates listed in the current edition of the ‘Compilation of Rental Rates for Construction Equipment’ as published by the Associated Equipment Distributors. Hourly charges shall be determined by dividing the monthly rates by 176.”

(ii) In Subparagraph 11.01 A 5.c eliminate the words "CONTRACTOR or" from the first sentence, third line.

(iii) In Subparagraph 11.01.A.5.f:

(1) In the first sentence, fifth, sixth and seventh lines, delete the following text without substitution:

"(except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D)".

(2) In the first sentence, eighth line, after the text "provided" insert the text "and to the extent that".

(iv) In Subparagraph 11.01.A.5.h:

(1) In the third line, after the text "petty cash items" insert the text ", all of which must be".

(2) In the fourth line, after the text "connection with" insert the text "and in furtherance of".

b) Add a new Subparagraph immediately following Subparagraph 11.01.B.5, as follows:

"6. Any costs due to the CONTRACTOR, or the Subcontractors or Suppliers, not properly performing or supplying the Work, including, without limitation, not adhering to the progress schedule."

c) In Paragraph 11.01.C add the following sentence at the end of the Paragraph:

"The CONTRACTOR's fee shall not be applied to payroll taxes, social security contributions, or unemployment taxes."

2. SC-11.04.

Add a new Section immediately after Section 11.03 as follows:

"11.04 *Costs Included in Contract Price*

A. ENGINEER acknowledges that the Contract Price includes CONTRACTOR's costs of bonds, insurance, transportation of materials, labor and equipment, general administration, and the like. Gravel construction entrances to the Site also are included in the Contract Price."

L. ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIME

1. SC-12.01.

a) In Subparagraph 12.01.C.1, replace in its entirety without substitution with:

"a mutually acceptable fixed fee or a mutually acceptable percentage of Cost of Work;
or"

- b) In Subparagraph 12.01.C.2.b, in the third line, after the word “percent” and before the semicolon, add the words “based on the Subcontractor’s Cost of Work;”.

2. SC-12.02.

Add a new Paragraph after Paragraph 12.02.B as follows:

“C. Pending any adjustment of the Contract Times pursuant to the terms of this paragraph 12.02, the CONTRACTOR shall diligently continue all Work and adhere to the progress schedule and the Contract Times to the extent possible.”

3. SC-12.03.

- a) In Paragraph 12.03.A:

- (i) Insert the following immediately after the first sentence:

“Extensions granted to the Contract Times shall reflect the actual delay likely to be caused to the date of Substantial Completion. For example, a 3-day delay in the exterior landscaping due to abnormal weather conditions may or may not result in a full 3-day delay in the remainder of the Work such that Substantial Completion is also delayed a full three days. Only the resulting delay to Substantial Completion shall be credited to the Contract Times.”

- ii) Insert the following at the end of the Paragraph:

“‘Abnormal weather’ is defined as weather that is more severe than the average weather for the particular time(s) and date(s) in question as compared to the last 5-year average. The ‘average’ shall be based on the ‘Local Climatological Data’ published by the National Oceanic and Atmospheric Administration for the Project area. It shall be the responsibility of the CONTRACTOR to furnish all data necessary to support its request. The CONTRACTOR shall not be entitled to additional compensation as a result of time extensions not due to acts or neglect by the OWNER.”

4. SC-12.06.

Delete Paragraph 12.06.B in its entirety and insert the following in lieu thereof:

“B. The CONTRACTOR agrees to make no claim against OWNER, ENGINEER, their agents, representatives, or employees for damages or a change in the Contract Price for delay in the performance of this Contract occasioned by any act or omission to act of the OWNER or any of its representatives, and agrees that any such potential claim shall be fully satisfied by an extension of time to complete performance of the deemed Work as provided in Paragraph 12.03.”

5. SC-12.07.

Add a new Section immediately after Section 12.06 as follows:

“12.07 Float Times and Contract Times and Contract Price

A. Notwithstanding the agreement by the parties that the CONTRACTOR controls and has responsibility for matters of scheduling, sequencing and arranging the work, the

parties hereby agree that the float time is a benefit to the OWNER in the progress schedule, and therefore, without obligation to extend either the overall completion date or any intermediate completion dates set out in the progress schedule, the OWNER may initiate changes to the Work that absorb float time only. OWNER-initiated changes that affect the critical path on a critical path methods schedule shall be the sole grounds for extending (or contracting) said completion dates. CONTRACTOR-initiated changes that encroach on the float time identified in the current progress schedule may be accomplished with the OWNER's concurrence. Such changes, however, shall give way to OWNER-initiated changes competing for the same float time.

B. Portions of the Work that are listed in the progress schedule with a float time may, at the option of the OWNER, be performed using any or no amount of the float time, but in no event shall performance of the Work during the float times entitle the CONTRACTOR to an increase in the Contract Price as to such portions of the Work or as to other portions of the Work."

M. ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

1. SC-13.03.

- a) Add two sentences at the end of Paragraph 13.03.C as follows:

"Testing to be performed under the Contract Documents shall be performed in accordance with the North Carolina Department of Transportation 'Materials Specifications Guidelines' and the Town of Holly Springs 'Engineering Design and Construction Standards'. If and to the extent that the Town of Holly Springs testing standards conflict with and are more stringent than those of the North Carolina Department of Transportation, testing shall be performed in accordance with the Town of Holly Springs standards."

- b) In Paragraph 13.03.E, replace the following words at the end of the sentence:

"be uncovered for observation"

with:

"be uncovered and made available for inspection at the CONTRACTOR's expense".

- c) In Paragraph 13.03.F, in the fourth line, after the word "same", insert the text ", and given ENGINEER time to inspect same,".

- d) Add four Paragraphs immediately after Paragraph 13.03.F as follows:

"G. The CONTRACTOR shall allow the ENGINEER sufficient time and opportunity for testing materials and equipment to be used in the Work. The CONTRACTOR shall advise the ENGINEER promptly upon placing orders for materials and equipment so that arrangements may be made, if desired by the ENGINEER, for inspection before shipment from the place of manufacture. The CONTRACTOR shall at all times furnish the ENGINEER and all OWNER representatives appropriate facilities for performing inspections and tests, including any labor necessary, and shall allow proper time for inspecting and testing materials, equipment, and workmanship. In setting Contract Times and a progress schedule for the Work, the CONTRACTOR should anticipate that delays may

be caused in the execution of Work due to the necessity of materials and equipment being inspected and accepted for use. The CONTRACTOR shall furnish, at its own expense, samples of all materials required by the ENGINEER for testing, and shall make its own arrangements for providing water, electric power, and/or fuel for the various inspections and tests of structures and equipment.

H. The CONTRACTOR shall furnish the services of representatives of the manufacturers of certain equipment if so prescribed in the Specifications. The CONTRACTOR shall also place its orders for such equipment requiring that, after the equipment has been tested prior to final acceptance of the Work, the manufacturer shall furnish the OWNER with certified statements that the equipment has been installed properly and is ready to be placed in functional operation. Tests and analyses required of equipment shall be paid for by the CONTRACTOR, unless specified otherwise in the Contract Documents.

I. The OWNER reserves the right to independently perform, at its own expense, laboratory tests on random samples of material or performance tests on equipment delivered to the Site. These tests if made shall be conducted in accordance with the Specification requirements or other appropriate standards. The entire shipment represented by any given sample or piece of equipment may be rejected on the basis of the failure of a sample or piece of equipment to meet specified test requirements. All rejected materials and equipment shall be removed from the Site, whether stored or installed in the Work, and the required replacement shall be made, all at no additional cost to the OWNER in accordance with terms of Paragraphs 13.06 through 13.09.

J. Whenever nonconformance is discovered by the ENGINEER as a result of tests, inspections, or investigations, the CONTRACTOR shall bear responsibility for the full cost of such tests, whether otherwise required to pay for such tests, inspections or investigations under the Contract Documents, and shall directly pay for such services or shall reimburse the OWNER for such costs. Once nonconformance has been discovered, the cost of any additional tests and investigations that are ordered by the ENGINEER to ascertain subsequent conformance with the Contract Documents shall be borne by the CONTRACTOR, whether or not the original tests, inspections, or investigations of such nonconforming Work were originally required by the Contract Documents to be borne by another party.”

2. SC-13.05.

a) In Paragraph 13.05.A, in the fourth line, after the word “will” insert the words “or is likely to”.

b) Add a new Paragraph immediately after Paragraph 13.05.A as follows:

“B. If OWNER stops Work under Paragraph 13.05.A, CONTRACTOR shall be entitled to no extension of Contract Times or increase in Contract Price.”

3. SC-13.06.

a) In Paragraph 13.06.A:

(i) At the end of the first sentence, after the word “defective,” insert the text “, even if such Work has previously been overlooked by ENGINEER and estimated as a basis for payment.”

- (ii) Add two new sentences immediately after the first sentence as follows:

“At any time during the progress of the Work and up to the date of final acceptance, the ENGINEER shall have the right to reject any Work that does not conform to the requirements of the Contract Documents, even if such Work has been previously inspected and paid for. Any omissions or failure on the part of the ENGINEER to disapprove or reject any Work or materials at the time of inspection shall not be construed as an acceptance of any defective Work or materials.”

- (iii) In the [original] second sentence, [originally on the] eleventh line, after the words “work of others” and before the end parenthesis, insert the words “or other portions of the Work affected by such correction, removal, or replacement.”

- b) Add a new Paragraph immediately after Paragraph 13.06.A as follows:

“B. The ENGINEER may order tests of imperfect or damaged Work, equipment, or materials to determine the required functional capability for possible acceptance, if there is no other reason for rejection. The cost of such tests shall be borne by the CONTRACTOR; and the nature, tester, extent and supervision of the tests shall be as determined by the ENGINEER. If the results of the tests indicate that the required functional capability of the Work, equipment, or material was not impaired, then the Work, equipment, or materials may be deemed acceptable by OWNER. If the results of such tests reveal that the required functional capability of the questionable Work, equipment or materials have been impaired, then such Work, equipment, or materials shall be deemed imperfect and shall be replaced at the CONTRACTOR’s expense. The CONTRACTOR may elect to replace the imperfect Work, equipment, or material immediately upon their identification as such in lieu of performing the tests for functional capability.”

4. SC-13.07.

- a) In Paragraph 13.07.A, insert at the end of the second sentence the words “immediately upon the submission of an invoice for such expenses to the CONTRACTOR by the ENGINEER or the OWNER”.
- b) In Paragraph 13.07.C, insert at the end of the sentence the text:
- “, or, if such correction or removal and replacement took longer than one year, then for such period of time as the correction or removal and replacement took. All warranties for the Work so affected shall be extended for the same amount of time.”

5. SC-13.08.

- a) In Paragraph 13.08.A, at the end of the second sentence, insert the text “and a proportionate amount of the CONTRACTOR’s fee.”
- b) In Paragraph 13.08.C, at the end of the first sentence, insert the text “, including a proportionate decrease in the amount of the CONTRACTOR’s fee.”

N. ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

1. SC-14.02.

- a) Delete Subparagraph 14.02.A.1 in its entirety and insert the following in its place:

“1. Once a month after the Work has commenced, CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by the CONTRACTOR covering the Work completed as of the date of the Application for Payment and accompanied by such supporting documentation as is required by the Contract Documents. The due date for submitting an Application for Payment shall be the 25th day of the month for which the application is being made. Request for payment shall be submitted on the standard forms included in the Contract Documents unless approved otherwise by the ENGINEER. All submittals shall include five (5) copies of Application for Payment forms, all bearing original signatures. The Certificate of Sales Tax Paid, shall be notarized and bearing original signatures and shall also be submitted as described under Section 6.10. If payment is requested on the basis of materials and equipment not incorporated into the Work but delivered and suitably stored at the Site or at another location agreed to in writing by the OWNER, the Application for Payment shall also be accompanied by such supporting data, satisfactory to the OWNER, which shall establish the OWNER’s title to the materials and equipment, clear of liens, and protection of the OWNER’s interest in the materials and equipment, including the maintenance of insurance on materials stored off the site.”

- b) In Subparagraph 14.02.A.2, in the third line, after the word “CONTRACTOR” insert the words “and all Subcontractors who have performed Work or are otherwise receiving payment under the Application for Payment.”

- c) Add two new Subparagraphs immediately after Subparagraph 14.02.A.3 as follows:

“4. Beginning with the second Application for Payment, each Application shall include evidence that payment received on the basis of materials and equipment not incorporated and suitably stored, has in fact been paid to the respective Supplier(s) within sixty days of payment by OWNER. Failure to provide such evidence of payment may result in the withdrawal of previous approval(s) and removal of the cost of related materials and equipment from the next submitted Application for Payment.

5. Each Application for Payment shall include the current list of Subcontractors and Suppliers providing labor or materials to the Site. Failure to provide an accurate list, or the existence of Subcontractors or materials at the Site that have not been approved by the OWNER and the ENGINEER, may result in the withdrawal of previous approval(s) and/or removal of the cost of labor and/or materials provided by unapproved Subcontractors and/or Suppliers from the current and future Applications for Payment.”

- d) In Subparagraph 14.02.B.2:

(i) Delete the “and” at the end of Clause 14.02.B.2.b.

(ii) Replace the “.” At the end of Clause 14.02.B.2.c with “; and”.

(iii) Add a new Clause immediately after Clause 14.02.B.2.c as follows:

“d. any fines owed by CONTRACTOR (to third parties or the OWNER), setoffs, or other reductions in the amount due to CONTRACTOR have been subtracted from the current or previous Applications for Payment.”

- e) In Subparagraph 14.02.B.3, in the first line, delete the text “By recommending any such payment ENGINEER” and insert in its place the text “Except as specified in any separate agreement between the OWNER and the ENGINEER, and only to the extent of that agreement, the ENGINEER through his recommendation...”
- f) In Subparagraph 14.02.B.4, in the first line, delete the text “Neither” and insert in its place the text “Except as specified in any separate agreement between the OWNER and the ENGINEER, and only to the extent of that agreement, neither...”
- g) In Subparagraph 14.02.B.5:
 - (i) Delete the “or” at the end of Subparagraph 14.02.B.5.c.
 - (ii) Replace the “.” at the end of Subparagraph 14.02.B.5.d with a “;”.
 - (iii) Add three new Subparagraphs immediately after Subparagraph 14.02.B.5.d as follows:
 - “e. ENGINEER has knowledge of any setoff, fine, or other reduction in the amount due to CONTRACTOR in connection with the Application for Payment and such amount has not been properly accounted for in the Application for Payment;
 - f. The Application for Payment is in any way incomplete; or
 - g. Unapproved Subcontractors or Suppliers are performing Work at or supplying materials to the Site.”
- h) In Subparagraph 14.02.C.1, first line, delete the word “Ten” and insert the word “Thirty” in its place.
- i) Add five new Subparagraphs immediately after Subparagraph 14.02.C.1 as follows:
 - “2. Should CONTRACTOR neglect to pay any undisputed claims made in writing to OWNER within thirty days after completion of the Work or any portion thereof, and continuing unsatisfied for a period of ninety days, OWNER may pay such claim and deduct the amount thereof from the balance due CONTRACTOR. OWNER may also, with the written consent of CONTRACTOR, use any monies retained, due, or to become due under this Contract for the purpose of paying for both labor and materials for such Work, even if claims have not been filed.
 - 3. Payment under the Payment Bond and the withholding of retainage by the OWNER for claims shall not be mutually exclusive protections for OWNER. OWNER may exercise both.
 - 4. Any and all liens for work and materials may be paid off by OWNER within a reasonable time after filing for record of a notice of such liens in accordance with State and local laws, except where the claim on which the lien is filed is being actively litigated by CONTRACTOR; in such case OWNER may pay the amount of any final judgment or decree or any such claim within a reasonable time after such final judgment or decree shall be rendered.
 - 5. All monies paid by OWNER in settlement of liens as aforesaid, with all costs and expenses incurred by OWNER in connection therewith, shall be charged to CONTRACTOR,

shall bear interest at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank, and shall be deducted from the next payment(s) due CONTRACTOR under the terms of this Contract or shall be reimbursed by CONTRACTOR immediately upon receipt by the CONTRACTOR of an invoice therefor by the OWNER if insufficient payments are outstanding to the CONTRACTOR to cover such costs and expenses.

6. As this agreement is a public construction contract, final payment shall be governed by North Carolina General Statute §143-134.1 and the applicable interest rate shall be four percent per annum.”

j) In Subparagraph 14.02.D.1:

(i) Delete the “or” at the end of Clause 14.02.D.1.c.

(ii) Replace the “.” at the end of Clause 14.02.D.1.d with “;or”.

(iii) Add a new Clause immediately after 14.02.D.1.d as follows:

“e. Insufficient funds have been deducted from the Application for Payment to cover all fines owed by CONTRACTOR (to third parties or the OWNER) and other setoffs and reductions in the amount due to the CONTRACTOR in connection with the Application for payment.”

2. SC-14.03.

Add two new Paragraphs immediately following Paragraph 14.03.A as follows:

“B. No materials or supplies for the Work shall be purchased by CONTRACTOR or any Subcontractor subject to any chattel mortgage, fixture filing, or under a conditional sale contract or other agreement by which an interest is retained by the seller. CONTRACTOR warrants that CONTRACTOR has good title to all materials and supplies used by CONTRACTOR in the Work, free from all liens, claims or encumbrances.

C. CONTRACTOR shall indemnify and save OWNER harmless from all claims growing out of the lawful demands of Subcontractors, Suppliers, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this Contract. CONTRACTOR shall at OWNER’s request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If CONTRACTOR fails to do so, then OWNER may, after having provided ten (10) days’ written notice on CONTRACTOR, withhold from the CONTRACTOR’s unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims. OWNER may hold such withheld money until satisfactory evidence is furnished that all liabilities have been fully discharged, or use the money to pay the unpaid obligations. Once the obligations have been satisfied, payment to CONTRACTOR shall be resumed in accordance with the terms of this Contract. In no event shall the provisions of this paragraph be construed to impose any obligations upon OWNER to either CONTRACTOR or CONTRACTOR’s Surety. In paying any unpaid bills of the CONTRACTOR, OWNER shall be deemed the agent of CONTRACTOR, and any payment so made by OWNER shall be deducted from the Contract Price due to CONTRACTOR. OWNER shall not be liable to CONTRACTOR for any such payment made in

good faith.”

3. SC-14.04.

- a) In Paragraph 14.04.A, in the third sentence, ninth line, delete the phrase “If ENGINEER does not consider the Work” and insert in its place the phrase “If ENGINEER or OWNER does not consider the Work”.
- b) In Paragraph 14.04.B, at the end of the sentence, insert the words “unless the OWNER has stopped or suspended Work or terminated the Contract pursuant to the terms hereof.”

4. SC-14.05.

Add a new Subparagraph immediately after Subparagraph 14.05.A.2 as follows:

“3. Payment in full for portions of the Project that are completed and used by OWNER shall not be made until the entire Project has been completed. Partial payments and retainage shall continue to be handled as described elsewhere in the Contract Documents. Under no circumstances shall occupancy and use of completed portions of the Project by OWNER be considered grounds for either reducing the retainage withheld from CONTRACTOR’s partial payments or increasing the Contract Price.”

5. SC-14.09.

In Subparagraph 14.09.A.2, in the third line, delete the word “which” and insert the word “that” in its place.

O. ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

1. SC-15.01.

In Paragraph 15.01.A, in the third sentence, sixth line, insert at the beginning of the sentence the following text “If the OWNER suspends the Work without cause, then...”

2. SC-15.02.

- a) Delete the header to Paragraph 15.02 and insert the following in its place:

“OWNER May Terminate the Contract or Suspend the Work for Cause.”

- b) In Paragraph 15.02.A, in the second line, after the word “justify” insert the text “suspension of the Work and/or termination of the Contract (which termination may or may not be preceded by a suspension of the Work).”

- c) Add three new Subparagraphs immediately after Subparagraph 15.02.A.4 as follows:

“5. CONTRACTOR’s abandonment of the Work, or sublet or assignment of its rights and/or responsibilities under this Contract, or any part thereof, without the previous written consent of OWNER, or the CONTRACTOR’s assignment of any right, obligation or claim under the Contract without the previous written consent of the OWNER or otherwise than as herein specifically permitted;

6. Delays within the control of the CONTRACTOR, pursuant to Paragraph 12.04.A, have caused or will shortly cause the Work to interfere with the intended use of the Site, or a portion thereof, for other purposes, which interference would not have occurred if Contract Times had been met;

7. Any material misstatement by CONTRACTOR in any of the public bidding documents or failure of the CONTRACTOR to comply with any public bidding law.”

d) In Paragraph 15.02.B, in the last line, insert at the end of the last sentence the following:

“, and may pay more than the prevailing rate if necessary to have the Work completed in accordance, or as close thereto as feasible, with the original progress schedule and Contract Times.”

e) Add a new Paragraph immediately after 15.02.C as follows:

“D. If the OWNER suspends Work due to repeated unsafe Work conducted by the CONTRACTOR, confirmed by subsequent inspection by OSHA NC, then the CONTRACTOR shall not be allowed any adjustment in the Contract Price or extension of Contract Times for delays caused by such suspension, and CONTRACTOR shall bear all responsibilities under this Contract for such delays.”

3. SC-15.03.

a) In Subparagraph 15.03.A.1, in the fourth line, after the words “and profit on such” insert the words “completed and acceptable”.

b) Add a new Paragraph immediately after Paragraph 15.03.B as follows:

“C. Upon receiving the OWNER’s notification of termination of the Contract, the CONTRACTOR shall immediately and expeditiously terminate any ongoing Work and inform its Subcontractors and Suppliers of termination, all so as to minimize the costs, expenses and other damage sustained prior to the effective date of the termination.”

4. SC-15.04.

a) In Paragraph 15.04.A:

(i) In the first sentence, seventh line, after the words “be due” and before the comma, insert the words “and not disputed by either party...”

(ii) In the second sentence, seventeenth line, after the words “be due” and before the comma, insert the words “and not disputed by either party...”

P. ARTICLE 16 – DISPUTE RESOLUTION

1. SC-16.01.

Add a new sentence at the end of Paragraph 16.01.A as follows.

“CONTRACTOR shall continue to diligently pursue completion of the Work and maintain the progress schedule during any dispute resolution process, unless otherwise agreed by

CONTRACTOR and OWNER in writing.”

The Town of Holly Springs shall follow the rules of the State Construction Office entitled “Rules Implementing Mediated Settlement Conferences in North Carolina Public Construction Projects, Adopted February 26, 2002” as found at:

http://www.nc-sco.com/Guidelines/SBC/sbc_Dis_rules.pdf

Q. ARTICLE 17 – MISCELLANEOUS

1. SC-17.06; SC-17.07; SC-17.08; SC-17.09; SC-17.10.

Add six new Sections immediately following Section 17.05 as follows:

“17.06 *Amendments*

A. This Contract may only be amended in writing by an instrument executed by the party or parties granting additional rights against it to others or upon whom additional obligations are being imposed.

17.07 *Assignment*

A. CONTRACTOR shall not assign, transfer, convey or otherwise dispose of the Contract, or of its legal right, title, or interest in or to the same or obligations or warranties made thereunder, in whole or in part, without the prior written consent of the OWNER. CONTRACTOR shall not assign by power of attorney or otherwise any monies due it and payable under this Contract without the prior written consent of the OWNER. Such consent, if given, shall in no way relieve the CONTRACTOR from any of the obligations of this Contract. OWNER shall not be bound to abide by or observe the requirements of any such assignment.

17.08 *Addresses*

A. Both the address given in the Bid Form upon which this Agreement is founded, and CONTRACTOR’s office at or near the site of the Work are hereby designated as places to either of which notices, letters, and other communications to CONTRACTOR shall be certified, mailed, or delivered. The delivering at either of the above named places, or depositing in a postpaid wrapper directed to the address in the Bid Form, in any post office box regularly maintained by the post office department, of any notice, letter or other communication to Contractor shall be deemed sufficient service thereof upon CONTRACTOR; and the date of said service shall be the date of such delivery or mailing. The CONTRACTOR’s notice address may be changed at any time by an instrument in writing, executed and acknowledged by CONTRACTOR, and delivered to OWNER and ENGINEER. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or other communication upon CONTRACTOR personally.

17.09 *Forms*

A. The form of all submittals, notices, change orders, and other documents permitted or required to be used or transmitted under the Contract Documents shall be determined by ENGINEER. Standard forms, which ENGINEER expects to use, are contained in the pages of the Special Conditions following the amendments, deletions and revisions to the

General Conditions.

17.10 *Dissemination of Information*

A. It is expressly agreed and understood that the CONTRACTOR shall not at any time publicly disseminate any information concerning the Project without prior approval from the OWNER. Such approval will not be unreasonably withheld but may be given with certain stipulations, such as Owner participation in the creation of the public product or OWNER review and the option to refuse ultimate release of the final product should it fail to meet the OWNER's standards and goals. Public dissemination includes but is not limited to electronic, video, audio, photographic or hard copy materials serving as, in whole or part, professional papers or presentations, news releases, articles, or other media products, and/or CONTRACTOR's business collateral pieces.

17.11 *Other:*

The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. This Agreement has been produced by negotiation of the parties, each of whom had an opportunity to consult with an attorney, and the rule of construction against the interest of the drafter shall not apply."

END OF SECTION

FORMS

Note -- Do Not Copy This Page

If the last page of this Section is odd, insert a blank sheet (slip sheet) here.

NOTE

The following forms shall be used during construction:

FOR PAYMENT APPLICATIONS – 1 COMPLETE SET IS TO BE SUBMITTED TO THE TOWN, ATTN: SARA EMIG (sara.emig@hollyspringsnc.us)

**PAYMENT APPLICATIONS ARE TO BE SUBMITTED EVERY MONTH FOR PAYMENT
NCDOT PROJECTS FORM DBE-IS TO BE INCLUDED IN PAYMENT APPLICATION**

APPLICATION FOR PROGRESS PAYMENT (5 pages)
MBE INFORMATION
FORM DBE-IS (if NCDOT)
TAX STATEMENT AND CERTIFICATION (
FIELD ORDER
WORK CHANGE DIRECTIVE INSTRUCTIONS
WORK CHANGE DIRECTIVE
CHANGE ORDER INSTRUCTIONS
CHANGE ORDER (2 PAGES)
ATTACHMENT TO CHANGE ORDER, SUPPORTING DOCUMENTATION
CONTRACTOR'S RELEASE OF OWNER
CONSENT OF SURETY TO FINAL PAYMENT
FINAL RECEIPT

APPLICATIONS FOR PROGRESS PAYMENT

FOR PAYMENT APPLICATIONS – 1 COMPLETE SET IS TO BE SUBMITTED TO THE TOWN, ATTN: SARA EMIG (sara.emig@hollyspringsnc.us)

**PAYMENT APPLICATIONS ARE TO BE SUBMITTED EVERY MONTH FOR PAYMENT
NCDOT PROJECTS FORM DBE-IS TO BE INCLUDED IN PAYMENT APPLICATION**

Each Application for progress payment must include, as a minimum, the following information:

1. Pay Request cover letter as included on page 00900-56.
2. Town of Holly Springs Cover Sheet as included on page 00900-57.
3. Itemized quantity sheet(s) as included on page 00900-58.
4. A Certificate of Sales Tax Paid as included on page 00900-59.
If no sales tax has been paid in the period, then a certificate should be included stating that no sales tax was paid.
5. Updated schedule.
6. Form DBE-IS if NCDOT Project on page 00900-60.
7. Subcontractor Payment Report on page 00905-10.
8. One full set of the above information.
9. A progress schedule updated to reflect current status of project. If project is still on a previously submitted schedule, submit another copy of the schedule with “No Change” noted, along with the date of submittal.
10. S&EC Rain Event Logs
11. S&EC Self Inspection Logs
12. MBE Documentation for Contract Payments on page 00905-15.

PAY REQUEST COVER LETTER

(To Be Submitted)

DATE: _____

TO: Town of Holly Springs

RE: _____

We hereby certify that the labor and materials listed on this request for payment have been used in the construction of this Work, or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location with proper insurance to protect these stored materials; and that all lawful charges for labor, materials and the like, covered by previous Certificates of Payment have been paid and that all other lawful charges on which this request for payment is based have been paid for in full or will be paid for in full from the funds received in payment of this request within ten (10) calendar days from receipt of this partial payment from the OWNER.

CONTRACTOR: _____

BY: _____

TIME: _____

State of _____
County of _____

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public (Seal)

My Commission Expires

APPLICATION FOR PAYMENT

Town of Holly Springs, North Carolina

Project _____

Contractor _____

Project No. _____

Period _____

Payment No. _____

The undersigned Contractor certifies that to the best of its knowledge and belief, all items, units, quantities and prices of all work and material indicated on sheet(s) _____ of this periodic estimate are correct; that all Work has been performed and Materials supplied in full accordance with the terms and conditions of the construction Contract Documents between the undersigned as Contractor and the Town of Holly Springs as Owner, dated _____, and all authorized changes thereto; that the following is a true and correct statement of the Contract amount up to and including the last day of the period covered by this estimate; and that no part of the "Total Amount Due" has been received.

Total Contract Amount, Including Change Orders	_____	_____ % Earned
Total Amount Earned, To Date	_____	
5% Retainage	_____	
Total Earned Less Retainage	_____	
Total Previously Approved	_____	
Amount Due This Estimate	_____	
Unpaid From Previous Estimate	_____	
Current Amount Due	_____	
Balance to Finish, Including Retainage	_____	

The Contractor further certifies that all claims outstanding as of this date against the undersigned as Contractor for labor, materials, and expendable equipment employed in the performance of said Contract up to the date of this estimate have been paid in full accordance with the requirements of this Contract.

CONTRACTOR _____ BY _____ TITLE _____ DATE _____

APPROVAL FOR PAYMENT:

Resident Project Representative	Engineer/Architect	Town of Holly Springs – Owner's Representative
Project No. 21-004	00900-57	Town of Holly Springs
2021 Street Improvement		

APPLICATION FOR PAYMENT

Town of Holly Springs, North Carolina

PAYMENT NO. _____

PROJECT _____

PERIOD

CONTRACTOR

[illegible]

TOTAL EARNED TO DATE

TOTAL PAID TO DATE

5% RETAINAGE

AMOUNT DUE THIS ESTIMATE

Project No. 21-004
2021 Street Improvement

00900-58

Town of Holly Springs

CERTIFICATE OF SALES TAX PAID

PROJECT _____

OWNER - TOWN OF HOLLY SPRINGS, WAKE COUNTY, NORTH CAROLINA

PAYMENT NO. _____

CONTRACTOR _____ FOR PERIOD _____ TO _____

[illegible]

I hereby certify that the above listed vendors were paid sales tax upon purchases of building materials during the period covered by this construction estimate, and the property upon which such taxes were paid was or will be used in the performance of this Contract. No tax on purchases or rentals of tools and/or equipment is included in the above list. All of the materials listed above became a part of or are annexed in the above referenced construction project.

By _____ Signature _____ Title _____

_____, being duly sworn, certifies that the foregoing statement of sales taxes paid in connection with the referenced Contract is true to the best of his or her knowledge and belief.

Sworn to before me this _____ day of _____, 20_____.

My commission expires _____, 20____.

Project No. 21-004
2021 Street Improvement
00900-59
Town of Holly Springs

State of North Carolina
Department of Transportation
Subcontractor Payment Information

Submit with Invoice to: **Town of Holly Springs**
P O Box 8
Town of Holly Springs, NC 27540

Firm Invoice No. Reference: _____

NCDOT PO/Contract Number: _____

WBS No. (State Project No.): _____

Date of Invoice: _____

Signed: _____

Invoice Line Item Reference	Payer Name	Payer Federal Tax ID	Subcontractor/Sub consultant/Materi al Supplier Name	Subcontractor/Subc onsultant/Material Supplier Federal Tax ID	Amount Paid to Subcontractor/Subcon sultant/Material Supplier This Invoice	Date Paid To Subcontractor/Subconsu ltant/Material Supplier This Invoice

Total Amount Paid to Subcontractor Firms \$ _____

NOTE: These documents are scanned into our Fiscal program. Please do not highlight or shade the figures.

Rev. 12/05

Project No. 21-004

00900-60

Town of Holly Springs
2021 Street Improvement

FIELD ORDER

FIELD ORDER NO.: _____

DATE: _____

PROJECT: _____

RE: _____

TO CONTRACTOR: This Field Order is issued to interpret/clarify the Contract Documents, order minor changes in the work, and/or memorialize trade-off agreements. Both parties hereby agree that the work described by this Field Order is to be accomplished without change in Contract Sum or Price, Contract Time or Times, and/or claims with other costs.

DESCRIPTION: _____

ATTACHMENTS: _____

REFERENCES: _____

RECOMMENDED:

By: _____
Inspector
(Authorized Signature)

Date: _____

APPROVED:

By: _____
Development Inspection Administrator
or Senior Engineer
(Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor
(Authorized Signature)

Date: _____

Distribution: Project Inspector
Lead Inspector
Project Engineer
Executive Director of Utilities and Infrastructure/Town Engineer
Contractor

WORK CHANGE DIRECTIVE INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed for use in situations involving changes in the Work which, if not processed expeditiously, might delay the Project. These changes are often initiated in the field and may affect the Contract Sum or Price or the Contract Time or Times. This is not a Change Order, but only a directive to proceed with Work that may be included in a subsequent Change Order.

For supplemental instructions and minor changes not involving a possible change in the Contract Sum or Price or the Contract Time or Times, a Field Order instead shall be used.

B. COMPLETING THE WORK CHANGE DIRECTIVE FORM

Engineer or Architect initiates the form, including a description of the items involved and attachments.

Based on conversations between Engineer or Architect and Contractor, Engineer or Architect completes the following:

METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT SUM OR PRICE: Mark the method to be used in determining the final cost of Work involved and the estimated net effect on the Contract Sum or Price. If the change involves an increase in the Contract Sum or Price and the estimated amount is reached before the additional or changed Work is completed, another Work Change Directive must be issued to change the estimated price or Contractor may stop the changed Work when the estimated price is reached. If the Work Change Directive is not likely to change the Contract Sum or Price, the space for estimated increase (decrease) should be marked "Not Applicable."

METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT TIME OR TIMES: Mark the method to be used in determining the change in Contract Time or Times and the estimated increase or decrease in Contract Time or Times. If the changes involves an increase in the Contract Time or Times and the estimated times are reached before the additional or changed Work is completed, another Work Change Directive must be issued to change the times or Contractor may stop the changed Work when the estimated times are reached. If the Work Change Directive is not likely to change the Contract Time or Times, the space for estimated increase (decrease) should be marked "Not Applicable."

Once Engineer or Architect has completed and signed the form, all copies should be sent to Owner for authorization because neither Engineer nor Architect alone has the authority to authorize changes in the Contract Sum or Price or the Contract Time or Times. Once authorized by Owner, a copy should be sent by Engineer or Architect to Contractor. The Contract Sum or Price and the Contract Time or Times may only be changed by Change Order signed by Owner and Contractor with Engineer's or Architects' recommendations.

Once the Work covered by this directive is completed or final cost and times are determined, Contractor should submit documentation for inclusion in a Change Order.

THIS IS A DIRECTIVE TO PROCEED WITH A CHANGE THAT MAY AFFECT THE CONTRACT SUM OR PRICE OR THE CONTRACT TIME OR TIMES. A CHANGE ORDER, IF ANY, SHOULD BE CONSIDERED PROMPTLY.

WORK CHANGE DIRECTIVE

WORK CHANGE DIRECTIVE NO.: _____ DATE: _____

Project: _____

Contractor _____

Engineer/Architect _____

You are directed to proceed promptly with the following change(s):

Description: _____

Purpose of Work Change Directive: _____

Attachments (List documents supporting change): _____

If a claim is made that the above change(s) have affected the Contract Sum or Price or the Contract Time or Times, any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the change(s).

Method of determining change in Contract Sum or Price:

- Unit Prices
- Lump Sum
- Other _____

Method of determining change in Contract Time or Times:

- Contractor's records
- Engineer's records
- Other _____

Estimated (increase/decrease) in Contract Price:

\$ _____

Estimated (increase/decrease) in Contract Times:

Substantial Completion: _____ days;

Ready for final payment: _____ days;

If the change involves an increase, the estimated price and times are not to be exceeded without further authorization.

RECOMMENDED:

By: _____

Development Inspection Administrator
or Senior Engineer
(Authorized Signature)

Date: _____

APPROVED:

By: _____

Exec. Director of U&I
(Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Contractor
(Authorized Signature)

Date: _____

Distribution: Project Inspector
Lead Inspector
Project Engineer
Executive Director of Utilities and Infrastructure/Town Engineer
Contractor

Project No. 21-004

00900-63

Town of Holly Springs
2021 Street Improvement

CHANGE ORDER INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling Contract changes that affect the Contract Sum or Price or the Contract Time or Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect the Contract Sum or Price or the Contract Time or Times.

Changes that affect the Contract Sum or Price or the Contract Time or Times should be promptly covered by a Change Order. The practice of accumulating change order items to reduce the administrative burden may lead to unnecessary disputes.

If milestones have been listed, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Sum or Price or the Contract Time or Times, a Field Order may be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer or Architect initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer or Architect has completed and signed the form, all copies should be sent to Contractor for approval. After approval and signature by Contractor, all copies should be sent to Owner for approval. Engineer or Architect should distribute executed copies after approval by Owner.

If a change only applies to the Contract Sum or Price or to the Contract Time or Times, cross out the part of the tabulation that does not apply.

CHANGE ORDER

CHANGE ORDER NO.: _____ DATE: _____

Project: _____

Contractor: _____

Engineer/Architect: _____

CONTRACTOR is directed to make the following changes in the Contract Documents.

Description:

Attachments:

CHANGE IN CONTRACT SUM OR PRICE:	CHANGE IN CONTRACT TIME OR TIMES:
Original Contract Price \$ _____	Original Contract Times Substantial Completion: _____ Ready for final payment: _____ days or dates
Net change from previous Change Orders No. _____ to No. ____: \$ _____	Net change from previous Change Orders No. _____ to No. ____: _____ days
Contract Sum or Price prior to this Change Order \$ _____	Contract Times with all approved Change Orders Substantial Completion: _____ Ready for final payment: _____ days or dates
Net Increase (decrease) of this Change Order \$ _____	Net Increase (decrease) of this Change Order _____ days
Contract Sum or Price with all approved Change Orders \$ _____	Contract Times with all approved Change Orders Substantial Completion: _____ Ready for final payment: _____ days or dates

RECOMMENDED:

APPROVED:

ACCEPTED:

By: _____
Exec. Director of U&I
(Authorized Signature)
Date: _____

By: _____
Town Manager
(Authorized Signature)
Date: _____

By: _____
Contractor
(Authorized Signature)
Date: _____

Project No. 21-004

00900-65

Town of Holly Springs
2021 Street Improvement

CHANGE ORDER NO.: _____

Page ____ of ____

The adjustment in Contract Sum or Price and/or Contract Time or Times stated in this Change Order shall comprise the total price and/or time adjustment due or owed the CONTRACTOR for the work or changes defined in this Change Order. By executing the Change Order, the CONTRACTOR acknowledges and agrees that the stipulated price and/or time adjustments include the costs and delays for all work contained in the Change Order, including costs and delays associated with the interruption of schedules, extended overheads, delay, and cumulative impacts or ripple effect on all other non-affected work under this Contract. Signing of the Change Order constitutes full and mutual accord and satisfaction for the adjustment in Contract Sum or Price or Contract Time or Times as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change, subject to the current scope of the entire work as set forth in the Contract Documents. Acceptance of the waiver constitutes an agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Contract, and that CONTRACTOR waives all rights to file a claim on this Change Order after it is properly executed.

IN WITNESS WHEREOF, the undersigned have caused the execution hereof:

CONTRACTOR:

ATTEST:

Secretary

[Corporate Seal]

By: _____

Name: _____

Title: _____

Address: _____

Date: _____

OWNER:

TOWN OF HOLLY SPRINGS

Approval as to form and legal sufficiency:

By: _____

Name: _____

By: _____

Title: _____

Date: _____

Date: _____

Distribution:

Project No. 21-004

00900-66

Town of Holly Springs
2021 Street Improvement

CONTRACTOR'S RELEASE OF OWNER

The Contractor, known as _____,

for the construction of Project: _____,

hereby and forever releases the Town of Holly Springs (Owner), its officers, agents, and [Engineers/Architects]: _____, from all past, present, and future claims and liability to the Contractor for anything done or furnished for, relating to, or for any act of neglect of the Owner, its engineers, or any persons relating to or affecting the work.

Contractor's Certification:

Contractor: _____

Authorized Representative: _____

Date: _____

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

PROJECT: _____

OWNER: _____

CONTRACTOR: _____

CONTRACT: _____ DATE: _____

TO: _____

In accordance with the provisions of the Contract between the Town of Holly Springs (Owner), and the Contractor, known as _____, the Surety Company, known as _____, on bond of Contractor, hereby approves of the final payment to Contractor, and agrees that final payment to Contractor shall not relieve the Surety Company of any of its obligations to the Owner as set forth in said Surety Company's bond.

In witness whereof, the Surety Company has hereunto set its hand this ____ day of _____ in the year _____.

Surety Company

Signature of Authorized Representative

[Seal]

Typed Name and Title of Authorized Representative

FINAL RECEIPT

Contract: _____

Received this _____ day of _____, 20____ as full and final payment of the cost of all improvements provided for in the foregoing Contract the sum of

_____ Dollars and
_____ Cents, (\$ _____), in cash, being the full amount accruing to the undersigned by virtue of said Contract, said cash covering and including full payment for all extra work and material furnished by the undersigned in the construction of said improvements, and all incidentals thereto, and the undersigned hereby releases the said _____ from all claims whatsoever growing out of the said Contract.

These presents are to certify that all persons doing work upon or furnishing materials or supplies for said improvements under the foregoing Contract have been paid in full.

The undersigned further certifies that all taxes imposed by Chapter 212, North Carolina Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

CONTRACTOR

By: _____ (Seal)

(Typewritten Name)

SECTION 00905

OUTREACH PLAN AND GUIDELINES FOR RECRUITMENT AND SELECTION OF MINORITY BUSINESSES FOR PARTICIPATION IN TOWN OF HOLLY SPRINGS CONSTRUCTION CONTRACTS

In accordance with G.S. 143-128.2 these guidelines establish goals for minority participation in single-prime bidding, separate-prime bidding, Construction Manager-at-Risk, and alternative contracting methods on Holly Springs construction projects in the amount of \$300,000 or more. The Outreach Plan shall also be applicable to the selection process of architectural, engineering and Construction Manager-at-Risk services.

The Town of Holly Springs current goal for minority participation for public building construction is ten percent (10%). The overall goal will be reviewed annually or as soon as relevant data is available.

INTENT

The intent of these guidelines is that the Town of Holly Springs, as awarding authority for construction projects, and the contractors and subcontractors performing the construction contracts awarded, shall cooperate and in good faith do all things, legal, proper and reasonable to achieve the statutory goal of ten percent (10%) for participation by minority businesses in each construction project as mandated by GS 143-128.2. Nothing in these guidelines shall be construed to require contractors or awarding authorities to award contracts or subcontracts to or to make purchases of materials or equipment from minority-business contractors or minority-business subcontractors who do not submit the lowest responsible responsive bid or bids.

DEFINITION

1. Minority - a person who is a citizen or lawful permanent resident of the United States and who is:
 - a. Black, that is, a person having origins in any of the black racial groups in Africa;
 - b. Hispanic, that is, a person of Spanish or Portuguese culture with' origins in Mexico, South or Central American, or the Caribbean Islands, regardless of race;
 - c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, or the Pacific Islands;
 - d. American Indian, that is, a person having origins in any of the original peoples of North America; or
 - e. Female
2. Minority Business - means a business
 - a. In which at least fifty-one percent (51 %) is owned by one or more minority persons, or in the case of a corporation, in which at least fifty-one percent (51 %) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals; and
 - b. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.

3. Socially and economically disadvantaged individual – means the same as defined in 15 U.S.C. 637. "Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities". "Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged".
 4. Public Entity - means State and all public subdivisions and local government units.
 5. Owner – The Town of Holly Springs.
 6. Designer - Any person, firm, partnership, or corporation, which has contracted with the Town of Holly Springs to perform architectural or engineering work.
 7. Bidder - Any person, firm, partnership, corporation, association, or joint venture seeking to be awarded a public contract or subcontract.
 8. Contract - A mutually binding legal relationship, or any modification there of, obligating the seller to furnish equipment, materials or services, including construction, and obligating the buyer to pay for them.
 9. Contractor - Any person, firm, partnership, corporation, association, or joint venture which has contracted with the Town of Holly Springs to perform construction work or repair.
 10. Subcontractor - A firm under contract with the prime contractor or Construction Manager-at-Risk for supplying materials or labor and materials and/or installation. The subcontractor may or may not provide materials in the subcontract.
3. Minority and Small Business Participation Outreach Plan
1. Work with minority-focused and small business groups that support MBE and small business inclusion in the solicitation of bids.
 2. Place more emphasis on the importance of soliciting certified MBE firms and small businesses for subcontracting opportunities at pre-bid conferences and in the bid documents. Examine specifications to identify special subcontracting opportunities and strongly encourage prime contractors to solicit bids for subcontracts from MBE firms.
 3. Provide detailed information to majority contractors concerning the Guidelines for Recruitment and Selection of Minority Business and Outreach Plan and provide information on G.S. 143-129 by holding meetings with the contractors.

4. Assess the effectiveness of the MBE Program, and identify opportunities to enhance it, by evaluating MBE participation and compliance and reviewing the "good faith efforts" provided in bid packages.
5. Identify subcontracting opportunities unique to each construction contract and project and concentrate heavily on targeting certified MBE firms and small businesses that have expressed an interest in the Town's projects. Identify these opportunities and contact interested businesses no later than 10 days prior to the bid opening and provide a list of prime contractors plan to participate in the project.
6. Build new business relationships through networking and continue networking with other North Carolina cities and counties to find out how their Outreach Program and MBE program is working and sharing "best practices" and ideas to improve the program.
7. Participate in education opportunities throughout the community as they become available and offer training sessions to share the Town's Outreach Plan with interested businesses and organizations.
8. Be visible through participation in trade shows and business organizations of interest to MBE firms, majority contractors and small businesses, and provide information to the general public about the MBE Program, and continue outreach efforts to the business community.
9. Enhance the Town's web page by including the Outreach Plan and Guidelines, listing good faith efforts, and creating links to MBE resources, and creating awareness of specific subcontracting opportunities.
10. Make available to minority-focused agencies, a list of subcontracting opportunities when they are identified, no later than 10 days prior to the bid opening, and a list of prime bidders that subcontractors may wish to contact for subcontracting consideration.
11. Continue to maintain a database specifically for MBE firms and majority contractors to ensure those firms wishing to do business with the Town of Holly Springs have access to up to date information.
12. Advertise upcoming bid opportunities in minority-focused media.
13. Work with architects and engineers to make subcontracting opportunities more noticeable and more easily understood by potential contractors and subcontractors.

DESIGNER

Under the single-prime bidding, separate prime bidding, dual bidding, Construction Manager-at-Risk, or alternative contracting method, the designer must do all of the following:

- a. Attend the scheduled prebid conference to explain minority business requirements to the prospective bidders.
- b. Assist the owner to identify and notify prospective minority business prime and subcontractors of potential contracting opportunities.

- c. Maintain documentation of any contacts, correspondence, or conversations with minority business firms made in an attempt to meet the goals.
- d. Review jointly with the owner, all requirements of G.S. 143-128.2(c) and G.S. 143-128.2(f) - (i.e. bidders' proposal for identification of the minority businesses that will be utilized with corresponding dollar value of the bid and affidavit listing Good Faith Efforts or affidavit of self-performance of work, if the contractor will perform work under contract by its own workforce) - prior to recommendation of an award.
- e. During the construction phase of the project, review "MBE Documentation for Contract Payment" form with monthly pay applications to the owner and forward copies to the Town of Holly Springs.

PRIME CONTRACTOR(S) CONSTRUCTION MANAGER-AT RISK. AND ITS FIRST-TIER SUBCONTRACTORS

Under the single-prime bidding, the separate-prime bidding, dual bidding, Construction Manager-at-Risk and alternative contracting methods, contractor(s) must do all of the following:

- a. Attend the scheduled prebid conference.
- b. Identify or determine those work areas of a subcontract where minority businesses may have an interest in performing subcontract work.
- c. At least ten (10) days prior to the scheduled day of bid opening, notify minority businesses of potential subcontracting opportunities listed in the proposal. The notification must include all of the following:
 - (1) A description of the work for which the subbid is being solicited.
 - (2) The date, time and location where subbids are to be submitted.
 - (3) The name of the individual within the company who will be available to answer questions about the project.
 - (4) Where bid documents may be reviewed.
 - (5) Any special requirements that may exist, such as insurance, licenses, bonds and financial arrangements.
- d. During the bidding process, comply with the contractor(s) requirements listed in the proposal for minority participation.
- e. Identify on the bid the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit listing good faith efforts as required by G.S. 143-128.2(c) and G.S. 143-128.2(f) or Intent to Perform Contract With Own Workforce affidavit.
- f. Make documentation showing evidence of implementation of Prime Contractor, Construction Manager-at-Risk and First Tier Subcontractor responsibilities available for review by the Town of Holly Springs upon request.
- g. Provide one of the following upon being named the apparent low bidder: (1) an affidavit that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal. This affidavit shall give rise to a presumption that the bidder has made the required good faith effort; or (2) if the percentage is not equal to the applicable goal, then documentation of all good faith efforts taken to meet the goal. The documentation must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations, and evidence of other specific actions demonstrating

recruitment and selection of minority businesses for participation in the contract. Failure to comply with these requirements is grounds for rejection of the bid and award to the next lowest responsible and responsive bidder.

- h. Identify the name(s) of minority business subcontractor(s) and corresponding dollar amount of work on the schedule of values.
- i. Submit with each monthly pay requests(s) and final payment(s), "MBE Documentation for Contract Payment" for designer's review.
- j. If at any time during the construction of a project, it becomes necessary to replace a minority business subcontractor I immediately advise the owner in writing of the circumstances involved. The prime contractor shall make a good faith effort to replace a minority business subcontractor with another minority business subcontractor.
- k. Make a good faith effort to solicit subbids from minority businesses during the construction of a project if additional subcontracting opportunities become available.

MINORITY BUSINESS RESPONSIBILITIES

The Town of Holly Springs does not certify minority, disadvantaged or woman-owned businesses. Any business which desires to participate as an MBE will be required to complete and submit for certification, documents required by the agencies listed below. Only those firms holding current certification through at least one of the following agencies will be considered eligible for inclusion in meeting the MBE participation percentage goals:

North Carolina Administration Department Historically Underutilized Business (HUB) certification.

North Carolina Department of Transportation Minority/Disadvantage/Woman- owned Business certification.

Small Business. Administration 8(a) certification.

Other governmental agencies on a case-by-case basis.

A copy of these guidelines will be issued with each bid package for the Town of Holly Springs construction projects. These guidelines shall apply to all contractors regardless of ownership.

MINIMUM COMPLIANCE REOUIREMENTS

All written statements, affidavits or intentions made by the Bidder shall become a part of the agreement between the Contractor and the Town of Holly Springs for the performance of the contract. Failure to comply with any of these statements, affidavits or intentions, or with the minority business guidelines shall constitute a breach of contract. A finding by the Town that any information, submitted either prior to award of the contract or during the performance of the contract, is inaccurate, false or incomplete, shall constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the Town of Holly Springs whether to terminate the contract for breach.

In determining whether a contractor has made Good Faith Efforts, the Town will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of these efforts. Contractors are required to earn at least 50 points. Failure to file a

required affidavit or documentation that demonstrates that the contractor made the required good faith effort is grounds for rejection of the bid.

- (1) Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed. Value = 10 points.
- (2) Making the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bid or proposals are due. Value = 10 points.
- (3) Breaking down or combining elements of work in economically feasible. units to facilitate minority participation. Value - 15 points.
- (4) Working with minority trade, community, or contractor organizations identified by the Office for Historically Underutilized Businesses and those included in the bid documents to provide assistance in recruitment of minority businesses. Value = 10 points.
- (5) Attending any prebid meetings scheduled by the public owner. Value = 10 points.
- (6) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors. Value = 20 points.
- (7) Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing. Value = 15 points.
- (8) Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit. Value = 25 points.
- (9) Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public building construction or repair project when possible. Value = 20 points.
- (10) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands. Value = 20 points.

Town of Holly Springs

**Intent to Perform Contract With
Own Workforce**

County of _____

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the
_____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____



Title: _____

State of North Carolina, County of _____
Subscribed and sworn to before me this _____ day of _____ 20____
Notary Public _____
My commission expires _____

Project No. 21-004

00905-7

Town of Holly Springs
2021 Street Improvement

**TOWN OF HOLLY SPRINGS, NORTH CAROLINA
"GOOD FAITH EFFORT"**

County of Wake

Affidavit of Turner Asphalt GC. LLC
(Name of Bidder)

I have made a good faith effort to comply under the following areas checked:
(A minimum of 50 points is required to have achieved a "good faith effort")

(Y/N)

- Y (1) Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed. Value = 10 points
- Y (2) Making the construction plans, specifications and requirements available for review by prospective minority businesses or providing these documents to them at least 10 days before the bid or proposals are due. Value = 10 points
- Y (3) Breaking down or combining elements of work into economically feasible units to facilitate minority participation. Value = 10 points
- _____ (4) Working with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses. Value = 10 points.
- _____ (5) Attending any pre-bid meetings scheduled by the public owner. Value = 10 points.
- _____ (6) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors. Value = 20 points.
- _____ (7) Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of minority business based on lack of qualification should have the reasons documented writing. Value = 15 points.
- _____ (8) Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily is required. Assisting minority businesses in obtaining the 'same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit. Value = 25 points.

- _____ (9) Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible. Value = 20 points.
- X (10) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands. Value = 20 points.

In accordance with GSI43-128.2(d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract.

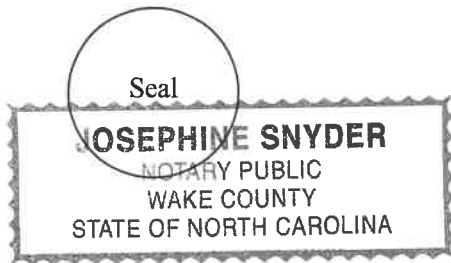
The undersigned hereby certified that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 5-11-2021

Name of Authorized Wayne Turner

Officer: Signature: _____

Title: Managing Member



State of North Carolina, County of Wake
Subscribed and sworn to before me this 11th day of May 2021
Notary Public Josephine Snyder
My commission expires 12-12-21

Town of Holly Springs

**- Portion of the Work to be
Performed by Minority Firms**

***** (NOTE: THIS FORM IS NOT TO BE SUBMITTED WITH THE BID PROPOSAL) *****

If the portion of the work to be executed by minority businesses as defined in GS 143-128.2 (g) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit. This affidavit shall be provided by the apparent lowest responsible, responsive bidder within 72 hours after notification of being low bidder.

Affidavit of: _____ I do hereby certify that on the
(Bidder)

(Project Name)

Project ID # _____ Amount of Bid \$ _____

I will expend a minimum of _____ % of the total dollar amount of the contract with minority business enterprises. Minority Businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

Attach additional sheets if required.

Name and Phone Number	* Minority Category	Work Description	Dollar Value

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A), American Indian (I), Female (F), Socially and Economically Disadvantaged (D)

Pursuant to GS 143-128.2 (d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

Project No. 21-004

00905-10

Town of Holly Springs
2021 Street Improvement

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____



Signature: _____

Title: _____

State of North Carolina, County of _____
Subscribed and sworn to before me this _____ day of _____ 20____
Notary Public _____
My commission expires _____

If the goal of 10% participation by minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts.

Affidavit of: _____
(Bidder)

I do certify the attached documentation as true and accurate representation of my good faith efforts.

(Attach additional sheets if required)

Name and Phone Number	*Minority Category	Work Description	Dollar Value

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A), American Indian (I), Female (F), Socially and Economically Disadvantaged (D)

Documentation of the Bidder's good faith efforts to meet the goals set forth in these provisions. Examples of documentation shall include the following evidence:

- A. Copies of solicitation for quotes to at least three (3) minority business firms from the source list provided for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contract, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.

F. Copy of pre-bid roster.

G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.

H. Letter detailing reasons for rejection of minority business due to lack of qualification.

I. Letter documenting proposed assistance offered to minority businesses in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

Date: _____ Name of Authorized Officer: _____



Signature: _____

Title: _____

State of North Carolina, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

Identification of Minority Business Participation**TURNER ASPHALT GC, LLC**

I, _____
(Name of Bidder)

do hereby certify that on this project, we will use the following minority business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work Type	*Minority Category
1st Class Trucking Inc (919) 702-1159	Hauling	DBE, WBE, HUB
4700 Harper Renn Rd., Oxford, NC 27565		

*Minority categories: Black, African American (B), Hispanic (R), Asian American (A).
American Indian (I), Female (F), Socially and Economically Disadvantaged (D)

The total value of minority business contracting will be (\$) **100,451.00**.

Town of Holly Springs, NC

MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

Pay Application #: _____ Period: _____

The following is a list of payments to be made to minority business contractors on this project for the above-mentioned period.

Firm Name	*Minority Category	Payment Amount	Owner Use Only

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A), American Indian (I), Female (F), Socially and Economically Disadvantaged (D)

Date: _____

Approved/Certified By: _____

Name

Title

Signature

****THIS DOCUMENT MUST BE SUBMITTED WITH EACH PAY REQUEST & FINAL PAYMENT**

Project No. 21-004

00905-15

Town of Holly Springs
2021 Street Improvement

SECTION 00910

CERTIFICATE OF TOWN ATTORNEY

I am the Town Attorney for the Town of Holly Springs and after receiving these documents, I find them legally sufficient as to form.

BY: _____

TITLE: _____

DATE: _____

CERTIFICATE OF FINANCE OFFICER

I hereby certify that I am the legal and duly appointed Financial Officer for the Owner of this project and that provision for the payment of the moneys to fall due under this agreement has been made or will be made by appropriation duly made or by bonds or notes duly authorized, as required by the Local Government and Fiscal Control Act.

BY: _____

TITLE: _____

DATE: _____

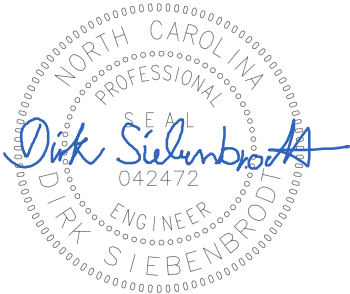
- END OF SECTION 00910 -

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LINE ITEM	BASE BID ITEM DESCRIPTION	UNIT	QUANTITY	JSmith Civil LLC		Turner Asphalt		Fred Smith Company		ST Wooten Coorporation		Barnhill Contracting Company	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	Mobilization	LS	1	\$80,606.00	\$80,606.00	\$3,800.00	\$3,800.00	\$55,000.00	\$55,000.00	\$50,000.00	\$50,000.00	\$46,000.00	\$46,000.00
2	Temporary Traffic Control	LS	1	\$142,034.00	\$142,034.00	\$19,500.00	\$19,500.00	\$70,000.00	\$70,000.00	\$72,500.00	\$72,500.00	\$62,000.00	\$62,000.00
3	Milling 2.0"	SY	34364	\$3.00	\$103,092.00	\$2.89	\$99,311.96	\$1.95	\$67,009.80	\$2.00	\$68,728.00	\$5.10	\$175,256.40
4	Milling 2.5"	SY	13887	\$4.00	\$55,548.00	\$3.07	\$42,633.09	\$2.45	\$34,023.15	\$2.50	\$34,717.50	\$5.80	\$80,544.60
5	Demolish and Remove 17" Asphalt/Subsurface Material	SY	1097	\$27.00	\$29,619.00	\$10.86	\$11,913.42	\$33.50	\$36,749.50	\$30.00	\$32,910.00	\$24.10	\$26,437.70
6	2.0" Asphalt SC, Type S9.5B*	SY	34364	\$13.00	\$446,732.00	\$11.87	\$407,900.68	\$12.00	\$412,368.00	\$11.50	\$395,186.00	\$14.10	\$484,532.40
7	2.5" Asphalt SC, Type S9.5B*	SY	13887	\$17.00	\$236,079.00	\$15.12	\$209,971.44	\$15.00	\$208,305.00	\$15.00	\$208,305.00	\$16.20	\$224,969.40
8	3.0" Asphalt SC, Type S9.5B*	SY	1097	\$26.00	\$28,522.00	\$18.48	\$20,272.56	\$25.00	\$27,425.00	\$25.00	\$27,425.00	\$20.30	\$22,269.10
9	4.0" Asphalt IC, Type I19.0C	SY	1097	\$31.00	\$34,007.00	\$25.08	\$27,512.76	\$27.00	\$29,619.00	\$30.00	\$32,910.00	\$23.30	\$25,560.10
10	Filling, Fine Grading, and Seeding Shoulder (18" Wide and 6" Deep)	LF	2649	\$5.00	\$13,245.00	\$2.90	\$7,682.10	\$3.80	\$10,066.20	\$5.00	\$13,245.00	\$4.50	\$11,920.50
11	Pavement Marking - 24" White Thermoplastic Stop Bar (120 mils)	LF	89	\$30.00	\$2,670.00	\$34.50	\$3,070.50	\$11.92	\$1,060.88	\$34.00	\$3,026.00	\$34.00	\$3,026.00
12	Pavement Marking - 4" White Thermoplastic Striping (120 mils)	LF	394	\$5.00	\$1,970.00	\$5.00	\$1,970.00	\$1.98	\$780.12	\$5.00	\$1,970.00	\$5.00	\$1,970.00
13	30" Concrete Curb & Gutter, Repair and Replace	LF	200	\$62.00	\$12,400.00	\$61.00	\$12,200.00	\$60.00	\$12,000.00	\$60.00	\$12,000.00	\$60.00	\$12,000.00
14	Adjust Manholes	EA	55	\$532.00	\$29,260.00	\$500.00	\$27,500.00	\$475.00	\$26,125.00	\$475.00	\$26,125.00	\$475.00	\$26,125.00
15	Replace Manhole Ring & Cover	EA	31	\$1,037.00	\$32,147.00	\$700.00	\$21,700.00	\$775.00	\$24,025.00	\$775.00	\$24,025.00	\$775.00	\$24,025.00
16	Adjust Watervalue Boxes	EA	64	\$532.00	\$34,048.00	\$500.00	\$32,000.00	\$475.00	\$30,400.00	\$475.00	\$30,400.00	\$475.00	\$30,400.00
17	Replace Watervalue Boxes	EA	34	\$749.00	\$25,466.00	\$650.00	\$22,100.00	\$625.00	\$21,250.00	\$625.00	\$21,250.00	\$625.00	\$21,250.00
18	10" ABC Stone	SY	1097	\$23.00	\$25,231.00	\$25.00	\$27,425.00	\$28.50	\$31,264.50	\$26.00	\$28,522.00	\$20.00	\$21,940.00
19	Utility Locates/Pothole	LS	1	\$24,995.00	\$24,995.00	\$2,800.00	\$2,800.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$4,100.00	\$4,100.00
20	Unclassified Excavation	CY	50	\$74.00	\$3,700.00	\$0.00	\$0.00	\$40.00	\$2,000.00	\$125.00	\$6,250.00	\$32.00	\$1,600.00
21	Undercut Excavation	CY	182	\$134.00	\$24,388.00	\$0.00	\$0.00	\$45.00	\$8,190.00	\$100.00	\$18,200.00	\$40.00	\$7,280.00
22	Geotextile Fabric (Grid)	SY	1097	\$10.00	\$10,970.00	\$1.50	\$1,645.50	\$4.25	\$4,662.25	\$9.75	\$10,695.75	\$5.00	\$5,485.00
23	Geotextile Fabric (Woven)	SY	1097	\$3.00	\$3,291.00	\$1.50	\$1,645.50	\$3.50	\$3,839.50	\$9.75	\$10,695.75	\$3.00	\$3,291.00
	BASE BID TOTAL				\$1,400,020.00		\$1,004,554.51		\$1,126,162.90		\$1,134,086.00		\$1,321,982.20

LINE ITEM	ALTERNATE BID ITEM DESCRIPTION	UNIT	QUANTITY	JSmith Civil LLC		Turner Asphalt		Fred Smith Company		ST Wooten Coorporation		Barnhill Contracting Company	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
24	Demolish and Remove 17" Asphalt/Subsurface Material	SY	-\$1,097.00	\$24.56	-\$26,942.32	\$10.86	-\$11,913.42	\$33.50	-\$36,749.50	\$30.00	-\$32,910.00	\$24.10	-\$26,437.70
25	4.0" Asphalt IC, Type I19.0C	SY	-\$1,097.00	\$28.05	-\$30,770.85	\$25.08	-\$27,512.76	\$27.00	-\$29,619.00	\$30.00	-\$32,910.00	\$23.30	-\$25,560.10
26	10" ABC Stone	SY	-\$1,097.00	\$20.47	-\$22,455.59	\$25.00	-\$27,425.00	\$28.50	-\$31,264.50	\$26.00	-\$28,522.00	\$20.00	-\$21,940.00
27	Demolish and Remove 12" Asphalt/Subsurface Material	SY	\$1,097.00	\$18.00	\$19,746.00	\$7.67	\$8,413.99	\$29.00	\$31,813.00	\$14.00	\$15,358.00	\$18.50	\$20,294.50
28	5" Base B25	SY	\$1,097.00	\$33.00	\$36,201.00	\$25.08	\$27,512.76	\$28.00	\$30,716.00	\$30.00	\$32,910.00	\$28.50	\$31,264.50
29	4" Asphalt IC, Type I19.0C	SY	\$1,097.00	\$28.00	\$30,716.00	\$25.08	\$27,512.76	\$25.00	\$27,425.00	\$30.00	\$32,910.00	\$23.30	\$25,560.10
	ALTERNATE BID TOTAL				\$6,494.24		-\$3,411.67		-\$7,679.00		-13,164.00		3,181.30

Note: Numbers shown in red are different from the numbers shown in the bid submittals. Discrepancies were resolved in favor of the unit price. Spaces left blank will be evaluated as zero (\$0.00).
I hereby certify that the bid tabulation contained herein was prepared under my direct supervision. The individual contractor Unit Bid Prices are the actual prices placed on the Form of Proposal for the bidding process. Missing items were evaluated as spaces left blank. Signed, sealed, and dated this 14th Day of May by: 2021





THE TOWN OF *Holly Springs*

May 14, 2021

Kendra D. Parrish, PE, CFM
Executive Director of Utilities & Infrastructure
Interim Public Works Director
PO Box 8
Holly Springs, NC 27540

**RE: Recommendation of Award
2021 Street Improvement Project, TOHS Project No. 21-004**

Dear Kendra,

Bids were opened for the above named project on 05/12/21. Based on the Certified Bid Tabulation from the May 12, 2021 bid opening, and after reviewing the bid bond, and completing the full Evaluation Form 12023, it appeared that Turner Asphalt Inc. was the apparent low bidder for the 2021 Street Improvement Project with a base bid of \$1,004,554.51 and an alternate bid of -\$3,411.67. We also recommend to include the alternate bid, which will result in a reduction of the base bid amount if it will be recommended by the geotechnical consultant.

I recommend awarding the 2021 Street Improvement Project to Turner Asphalt Inc. for the total amount plus 10% contingency of \$1,105,000.00.

Please let me know if you have any questions or concerns. Thank you.

Sincerely,

Dirk Siebenbrodt, P.E.
Project Engineer

DS/dra

Cc: Randy Harrington, Town Manager
Scott Chase, Assistant Town Manager
John Schifano, Town Attorney
Aaron Levitt, PE, Principal Engineer
Project file paper/electronic/correspondence

Utility and Infrastructure Department

P.O. Box 8 • 128 S. Main Street • Holly Springs, NC 27540 • www.hollyspringsnc.us

April 15, 2021

Mr. Dirk Siebenbrodt
 Town of Holly Springs
dirk.siebenbrodt@hollyspringsnc.gov

**Proposal to Perform
 Evaluation of Existing Asphalt Pavement
 2021 Holly Springs Street Improvement Project
 Holly Springs, North Carolina
 Our Proposal Number 8851-N**

Gentlemen:

NV5 Engineers and Consultants, Inc. (a corporation) appreciates the opportunity to present this proposal to perform an evaluation of the pavements and underlying subgrade conditions along Holly Meadows Drive, Clay Ridge Way, Country Lane, Marmalade Court, Little Leaf Court, Springstone Drive, Birdsong Way, Blooming Meadows Road, Morton Farm Road, Phiffer Lane, Crossfire Road, Linksland Drive, and Crossway Lane in Holly Spring, North Carolina. Our understanding of the required services is based on your email correspondence.

We understand that an evaluation of the existing pavement conditions is requested. We understand that it is desired to determine what the current pavement section consists of and to provide recommendations for repairs and replacing the existing pavement system. Therefore, we propose the following scope of services.

SCOPE OF SERVICES

- (1) We will provide a Project Engineer to visit the site. Our representative will observe the condition of the pavement surface throughout the referenced roadways. Our representative will select several locations for testing of the pavement system.
- (2) We will perform testing at a total of 41 locations within the existing asphalt pavement. Our testing will begin with obtaining core samples of the asphaltic concrete. The thickness of the asphaltic concrete will be measured at the site immediately upon completion of the coring operations.
- (3) We will perform thickness testing on the ABC stone underlying the asphalt in each of the 41 test locations. Samples of the ABC stone will be returned to our laboratory for possible further testing.
- (4) We will perform testing of the pavement subgrade soils at each core location. Our testing will consist of dynamic cone penetrometer testing at 1 foot intervals to a planned depth of 4 feet below the pavement surface. Samples of the encountered soils will be returned to our laboratory for further evaluation and possible testing.
- (5) We will fill our test holes with sand, and patch the asphaltic concrete using a commercially available cold patching material.
- (6) Based on our observations, and the results of our testing, we will prepare a written report of our findings. Our report will describe the encountered conditions, provide our evaluation of possible causes of the reported distresses, and provide our recommendations for repair of the pavement system.

NV5 Engineers and Consultants, Inc.
 NC Engineering Corporation F-1333
 4905 Professional Court, Raleigh, North Carolina 27609
 (919) 876-9799

COST INFORMATION

Pavement Evaluations

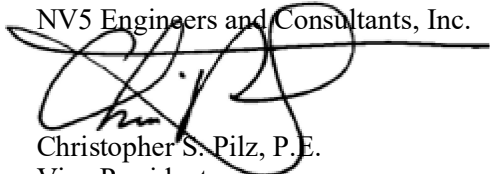
Lump Sum Fee \$12,500.00

Any additionally requested and authorized services will be billed for at our standard unit rates.

Once the work is completed, the Town will have ownership of the work products. The Town can review all work products prior to finalization. Our invoice will include the Town's project number and we will assist in any audit process, if necessary. We are pleased to have been asked to submit this proposal and look forward to working with you on this project. If this proposal is acceptable, we ask that you execute the attached Agreement and return the original of the Agreement to us. If you have any questions concerning this proposal or any of our services, please contact us.

Sincerely,

NV5 Engineers and Consultants, Inc.

A handwritten signature in black ink, appearing to read 'C. Pilz', is written over a horizontal line.

Christopher S. Pilz, P.E.
Vice President

CSP/sk

Enclosures

AGREEMENT

RE: 2021 Holly Springs Street Improvement Project

Holly Springs, North Carolina

_____(the "Project")

This AGREEMENT made and entered into this the _____ day of _____, 20_____
by and between NV5 Engineers and Consultants, Inc. and _____

_____(client);

WITNESS THAT IT IS AGREED AS FOLLOWS:

1.

The client does hereby engage NV5 Engineers and Consultants, Inc. to provide or perform the following services with respect to the Project:

Evaluation of Existing Asphalt Pavement

as per our proposal number 8851-N

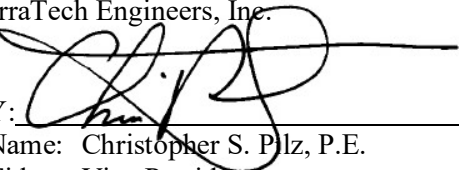
dated April 15, 2021

2.

The general terms and conditions provided are a part of this AGREEMENT.

IN WITNESS WHEREOF, the parties have caused these presents to be executed and delivered by duly authorized representatives the day and year first above written.

TerraTech Engineers, Inc.

BY: 
Name: Christopher S. Pilz, P.E.
Title: Vice President

CLIENT

BY: _____
Name: _____
Title: _____

GENERAL TERMS AND CONDITIONS

1. The Agreement. This Agreement between the parties, which shall describe and govern Client's engagement of "Consultant" to provide services ("Services") in connection with the project ("Project") identified in the proposal ("Proposal"), consists of the Proposal, these terms and conditions, Consultant's fee schedule, and any exhibits or attachments referenced in any of these documents. Together these elements constitute the entire agreement between the parties, superseding any and all prior negotiations, correspondence, or agreements, either written or oral, with respect to the subject matter of this engagement. This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party. Consultant requests written acceptance of the Agreement through its Proposal Acceptance Form, but the following actions shall also constitute Client's acceptance of the Agreement: (1) issuing an authorizing purchase order for any of the Services; (2) authorizing Consultant's presence on site; or (3) notification, written (including e-mail) or oral, to Consultant to proceed with any of the Services.

2. Standard of Care. The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions and in the same locality as the Project. Data, interpretations and recommendations by Consultant will be based solely on information discovered by, or made available to, consultant during the course of the engagement. In connection with such information, Consultant shall not be responsible for the use or interpretation of such information by non-parties to this Agreement. Consultant shall not be held liable for problems that may occur if Consultant's recommendations are not followed.

within thirty (30) days of receipt of invoice

3. Billing and Payment. Client shall pay Consultant in accordance with the schedule of fees or charges as shown in the Proposal or fee schedule. Backup data on billing will not be available unless prior arrangements have been made. Prior to initiation of the Services, Client is required to remit any retainer specified in the Proposal. ~~Thereafter, Consultant will submit to Client invoices for the balance due, which shall be due and payable immediately upon submission.~~ If Client objects to all or any portion of any invoice, Client will so notify Consultant in writing within ten (10) calendar days of the invoice date, identify the cause of disagreement, and immediately pay that portion of the invoice not in dispute. In the absence of written notification described above, the balance as stated on the invoice shall be deemed accepted. ~~Invoices are delinquent if payment has not been received when due. In such event, Client shall pay an additional charge of one and one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. Consultant shall be entitled to recover for all costs and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount. Consultant reserves the right to withhold all reports or deliverables and suspend any and all services, including but not limited to expert witness services such as testifying at deposition or trial, unless and until payment is made by Client in accordance with this Agreement. Fee schedules are periodically revised. Unless otherwise agreed, new rates apply to ongoing work as such rates are issued.~~

4. Site Access and Conditions. Client will provide Consultant access to the Project site for all equipment and personnel necessary for the performance of the Services. As required to effectuate such access, Client will notify all owners, lessees, contractors, subcontractors, and other possessors

of the Project site that Consultant must be allowed free access to the site. While Consultant agrees to take reasonable precautions to minimize damage to the site, Client understands that, in the normal course of performing the Services, some damage may occur, and further understands that Consultant is not responsible for the correction of any such damage unless so specified in the Proposal. Client is responsible for the accuracy of locations for all subterranean structures and utilities. Consultant will take reasonable precautions to avoid known subterranean structures and utilities, and Client waives any claim against Consultant, and agrees to defend, indemnify, and hold Consultant harmless from any claim or liability for injury or loss of any party, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim with compensation to be based upon Consultant's prevailing fee schedule and expense reimbursement policy.

5. Cooperation and Project Understanding. To the extent requested by Consultant, Client will make available to Consultant all information in its possession regarding existing and proposed conditions at the site. Such information shall include, but not be limited to engineering reports, plot plans, topographic surveys, hydrographic data, soil data including borings, field and laboratory tests and written reports. Client shall immediately transmit to Consultant any new information concerning site condition which becomes available, and any change in plans or specifications concerning the Project to the extent such information may affect Consultant's performance of the Services. Client agrees, upon 24 hours oral or written notice, to provide a representative at the job site to supervise and coordinate the Services. Consultant shall not be liable for any inaccurate or incorrect advice, judgment or decision which is based on any inaccurate information furnished by Client and Client shall indemnify Consultant against claims, demands, or liability arising out of, or contributed to, by such inaccurate information.

6. Sample Disposal. Unless other arrangements are made, Consultant will dispose of all samples remaining at the time of report completion. Further storage or transfer of samples can be arranged at Client's prior written request, subject to a reasonable charge by Consultant. Client acknowledges that contaminated samples may be produced as a result of encountering hazardous materials at the site. In such event, Consultant shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal. Consultant may be able to arrange for the transportation and disposal of hazardous materials at Client's request.

7. Construction Monitoring. If Consultant is engaged by Client to provide a site representative for the purpose of monitoring specific portions of any construction work, as set forth in the Proposal, then this Section 6 shall apply. If Consultant's engagement does not include such construction monitoring, then this Section shall be null and void. In connection with construction monitoring, Consultant will report observations and professional opinions to Client. Consultant shall report to Client any observed work which, in Consultant's opinion, does not conform to plans and specifications. Consultant shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of Consultant, or

Consultant's site representative, can be construed as modifying any agreement between Client and others. Consultant's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by Client to provide construction related services. Neither the professional activities of Consultant, nor the presence of Consultant or its employees, representatives, or subcontractors on the Project Site, shall be

construed to impose upon Consultant any responsibility for methods of work performance, superintendence, sequencing of construction, or safety conditions at the Project site. Client acknowledges that Client its general contractor or construction manager is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in any Project owner's agreement with the general contractor. Client also agrees to make Consultant an additional insured under any general contractor's general liability insurance policy. Prior to the commencement of the Work, Client shall provide Consultant with a certificate of insurance evidencing the required insurance. Such certificates shall be issued by an insurance carrier(s) acceptable to Consultant and shall be endorsed to include: (1) Consultant as additional insured; and (2) a waiver of subrogation as to Consultant. This insurance shall be primary to any insurance available to Consultant. In the event Consultant expressly assumes any health and safety responsibilities for hazardous materials or other items specified in this Agreement, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other health and safety requirements, such as, but not limited to, those relating to excavation, trenching, drilling or backfilling.

8. Project Changes. In the event Client, the Project owner, or other party makes any changes in the plans and specifications, Client agrees to hold Consultant harmless from any liability arising out of such changes, and Client assumes full responsibility unless Client has given Consultant prior notice and has received Consultant's written consent for such changes.

9. Discovery of Unanticipated Hazardous Materials. Client warrants that it has made reasonable efforts to inform Consultant of known or suspected hazardous materials on or near the Project site. The parties acknowledge that hazardous materials may exist at a site where there is no reason to believe they are present. Consultant and Client agree that the discovery of such unanticipated hazardous materials constitutes a changed condition which may require either a re-negotiation of the scope of Consultant's Services or termination of such Services or this Agreement. Consultant agrees to notify Client as soon as practicable should hazardous materials be encountered at the site. Client agrees that in the event of the discovery of hazardous materials at the site it will report such discovery to the proper authorities as required by Federal, State, and local regulations. Client agrees to make the required report at the recommendation of Consultant, or, if unable to do so, authorizes Consultant to make such report. Client also agrees to inform the Project site owner in the event that hazardous materials are encountered at the site. Notwithstanding any other provision of this Agreement, Client waives any claim against Consultant, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any claim, liability and/or defense costs for injury or loss arising from the presence of hazardous materials on the project site, including any costs created by delay of the project and any costs associated with possible reduction of the property's value. Client is responsible for ultimate disposal of any samples secured by Consultant which are found to be contaminated.

10. Concealed or Subsurface Conditions. Consultant cannot know or guarantee the exact composition of a structure or site's concealed or subsurface condition, even after conducting a comprehensive exploratory program. Client acknowledges that there is a risk that exploratory destructive testing, drilling and sampling may result in damage or contamination of certain areas. Although Consultant will take reasonable precautions to avoid such an occurrence, Client waives any claim against, and agrees to defend, indemnify and save Consultant harmless from any claim or liability for injury or loss which may arise as a result of any exploratory activities. Client also agrees to adequately compensate Consultant for any time spent and expenses incurred in defense of any such claim.

11. Risk Allocation and Limitation of Liability. To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant, and its officers, directors, partners, employees, agents and sub-consultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the Consultant, and its officers, directors, employees, agents or sub-consultants, or any of them, ~~shall not exceed the total compensation received by the Consultant,~~ not exceed \$1,000,000. Client agrees that Consultant shall not be responsible for the means, methods, procedures performance, site safety of the construction contractors or subcontractors, or for their errors or omissions. Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. This Agreement and the Services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

12. Limitations. Consultant's reports are prepared for Client and their client, and are not transferrable or assignable. The provisions of Consultant's reports does not imply that we are providing expert testimony for any litigation including answering interrogatories, answering questions in depositions, attending depositions, preparing exhibits for trial, providing expert testimony, or other litigation related services unless otherwise expressly stated in our service agreement. Consultant's reports shall not guarantee in any way the viability or safety of any structure, does not relieve the property owner of the responsibility for making repairs to the property, nor does Consultant's report relieve the property owner of the responsibility for ensuring that their building meets all applicable building codes or laws.

13. Delays. Consultant shall not be liable to Client for delays. Client shall indemnify, defend, and hold harmless Consultant from any actions or claims arising from delays.

14. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice, and at any time by either party

if the other party defaults in the performance of any material provision of this Agreement and such default continues for a period of seven (7) days after written notice thereof. In the event of termination, Consultant will be paid for services performed through the date of termination, plus reasonable termination expenses, including the cost of completing analyses, demobilization, records and reports necessary to document job status at the time of termination.

15. Ownership of Documents. Unless otherwise required by law, Consultant will retain all pertinent records relating to the Services performed. All reports, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Consultant in connection with this engagement, shall remain the property of Consultant. Consultant may withhold Work Product from Client should Client fail to pay Consultant.

16. Resolution of Disputes. The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant, unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the same State. This certification shall: (a) contain the name and license number of the certifier; (b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional service under similar circumstances; and (c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care.

All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively “Disputes”) shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and Consultant shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and Consultant within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree. Any cause of action brought against Consultant shall be brought within one year of the work or services performed under this Agreement.

17. Assigns. Client may not assign this Agreement or any right or obligation hereunder without the prior written consent of Consultant, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement.

18. Waiver of Jury Trial. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

19. Liability for Others. Consultant shall not be responsible for the acts or omissions of the Client, architect, architect’s other consultants, contractor, subcontractor, other third parties or their respective agents, employees, assigns, successors, or other persons performing any of the work. Consultant shall promptly notify Client if Consultant becomes aware of any inconsistencies in the services or information provided by other parties.

20. Governing Law and Survival. The validity of this Agreement, these terms, their interpretation and performance shall be governed by the laws of the State in which the Project is located. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnification, and non-solicitation & hiring of employees shall survive the termination of this Agreement for any reason. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

21. Waiver. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

22. Enforceability. This Agreement shall be interpreted by the parties in a manner that ensures this Agreement’s compliance with applicable local, state, federal, or foreign laws. The parties affirm that this Agreement is a collaborative effort between Client and Consultant, with no single party considered the drafter of this Agreement or having the drafting of this document construed against them.

23. Severability. Should a court find one of the provisions of this Agreement unenforceable, the remaining provisions of this Agreement shall remain in full force and affect.

24. Insurance. Consultant shall not (1) post a bond, (2) insure, or (3) indemnify Client against losses caused from the acts or omissions of other Contractors or Subcontractors that are not under contract to perform work for Consultant. Client shall require other Contractors and Subcontractors to carry adequate insurance coverage, including such coverage for any performance for Client, to insure and indemnify Consultant against claims for damages, and to insure compliance with Project requirements, including work performance and materials.

25. Entire Agreement. This Agreement represents the entire agreement between the parties. No other prior written or oral representations, negotiations, or discussions are part of this agreement. To the extent allowed by law, any agreement that is a part of the scope of Consultant services and incorporated by reference into this agreement shall be subordinated to the terms and conditions of this agreement where they conflict.

24. Consultant shall carry the following amounts of insurance:

a. Workers Compensation	Statutory
Employer's Liability	\$1,000,000 per occurrence
b. Commercial General Liability	
Bodily Injury and	\$1,000,000 per occurrence
Property Damage	\$2,000,000 in the aggregate
Products/completed	\$1,000,000 per occurrence
operations	\$2,000,000 in the aggregate
c. Automobile Liability for Owned & Rented Vehicles	
Bodily	\$1,000,000 per occurrence
	\$1,000,000 in the aggregate
d. Professional Liability	\$1,000,000 per claim
	\$1,000,000 in the aggregate

Town of Holly Springs Project Budget

Project Name: 2021 Str.Impr.Proj. (TOHS Eng. Proj. 21-004)

Date Submitted: 06.01.2021

Department: Department of Utilities and Infrastructure

Project Start Date: Summer 2021

Point of Contact: Dirk Siebenbrodt

Completion Date: Winter 2021

Project Description: Street improvements and resurfacing in accordance with Powell Bill funding requirements.

Sources (Revenues) - ALL REVENUES MUST BE VERIFIED

Powell Bill Funds - Revenue	
Revenue	\$ 1,119,000.00
Total:	\$ 1,119,000.00

Uses (Expenses)

Project Account Capital Infrastructure - Expense	
Construction Base Bid	\$ 1,004,554.51
Construction Contingency	\$ 100,445.49
Geotechnical Consultant Contract	\$ 12,500.00
Geotechnical Consultant Contract Contingency	\$ 1,500.00
Total:	\$ 1,119,000.00

Attachments:

Town of Holly Springs 2021 Street Improvement Project - Overview



Town of Holly Springs Budget Amendment Request

BE IT ORDAINED by the Town Council of the Town of Holly Springs, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2021.

Department: Utilities & Infrastructure **Date:** 6/1/2021

Reason for Budget Amendment:

Appropriate from Powell Bill fund balance additional amount required for paving contract.

Expense			
<i>Account #</i>	<i>Account Description</i>	<i>Increase</i>	<i>Decrease</i>
15-90.04	Powell Bill - Capital Infrastructure	\$ 654,752	
Total Expense:		\$ 654,752	\$ -

Revenue			
<i>Account #</i>	<i>Account Description</i>	<i>Increase</i>	<i>Decrease</i>
15-360.01	Powell Bill - Appropriation from Fund Balance	\$ 654,752	
Total Revenue:		\$ 654,752	\$ -

Department Head Signature (or electronic submission)

Finance Director Signature (if necessary)

Town Manager Signature (if necessary)

Council Approved/Notified (if necessary)

Town Manager is authorized to transfer within a department without prior approval of Town Council.

Town Manager is authorized to approve transfers between departments within the same fund up to \$50,000.

All inter-departmental transfers will be reported to Town Council by the following month.

Amendments that change the total budget or departmental transfers over \$50,000 require Town Council approval.



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 11.

New Business

Title: Oakview Innovation Park Phase 1 Development Plan 21-DP-01 and Developer Agreement

Strategic Priority Area: Economic Prosperity & Diversity

Responsible & Balanced Growth

Staff Resource: Sean Ryan, Development Services, Rachel Jones, Development Services, Elizabeth Goodson, Development Services

Action(s):

1. Adopt Resolution 21-14 to make and accept the Findings of Fact for consideration of and to approve Waivers.
2. Approve / deny / defer Oakview Innovation Park Phase 1 with the conditions stated in the attachment.
3. Approve / deny / defer Oakview Innovation Park Phase 1 Developer Agreement.

Explanation:

- The request is for Development Plan approval for Pod B of the Oakview Innovation Park located along Holly Springs New Hill Road, west of Green Oaks Parkway.
- The 25.2 acre site will contain two buildings for lab, manufacturing, and warehouse uses totaling approximately 208,000 square feet in building area.
 - A waiver is requested to allow loading spaces to be located between a front lot line and a front building façade.
 - A waiver is requested to allow alternate compliance with the building bay architectural requirements.
 - A waiver is requested of the façade modulation architectural requirement.
- A Developer Agreement is proposed for the following items:
 - Fee-in-lieu of design and construction of future traffic signal at the intersection of Holly Springs New Hill Road and Green Oaks Parkway.
 - Fee-in-lieu of design and construction of future realignment of the intersection of Old Holly Springs Apex Road and Holly Springs New Hill Road.
 - Fee-in-lieu of design and construction of future traffic signal at the New Site Drive/Holly Springs New Hill Road/Ancient Oaks Drive.

Planning Board Recommendation:

The Planning Board discussed the following issues and concerns on 04/27/2021:

- Clarification on what a Type C buffer entails and long term maintenance.

Planning Board Recommendation:
The Planning Board recommended approval (7-0-2)

Modifications to Conditions of Approval as a Result of Developer Agreement:

- The Fee-in-lieu of design and construction of transportation improvements listed above are incorporated into the Developer Agreement with this Development Plan. Associated Conditions of Approval are listed under #7.i, in the attachment.
- The Traffic Impact Analysis (TIA) and Hydraulic Water Model/Fire Flow Analysis Report (FFA) are under final stages of review and expecting minor revisions (clean up). These are required to be finalized within 10 days of Town Council Action and prior to 1st Construction Drawing submittal. Associated Conditions of Approval are listed under #8 in the attachment.

Background:

- Oakview Innovation Park Master Plan was approved on November 3, 2020. This development plan is proposed on Pod (parcel) B.
- A development agreement was entered into by the Town Council in February 2020 for Oakview Innovation Park, which included the following commitments:
 - A 198 acre area for research and technology uses
 - At least one (1) 50-acre tract and one (1) 30-acre tract for employment center uses
 - Developer to construct sewer to serve the property with assistance from the Town
- The parcel was zoned RT Research & Technology on June 7, 2016.

Funding Source(s):

N/A

Attachment(s):

1. StaffReport_21DP01_OakviewInnovationPh1
2. Attachments_21DP01_OakviewInnovationPh1_final plans
3. 21DP01_OakviewPhase1_Proposed Motions and Conditions
4. 21-14 Oakview Innovation Phase1_ResolutionFingsofFact_WAV
5. Oakview Crescent Communities Agreement_ Town Council Version



Town of Holly Springs Staff Report to the Planning Board

REQUEST FOR DEVELOPMENT PLAN Oakview Innovation Park Phase 1 21-DP-01

APPLICANT(S):

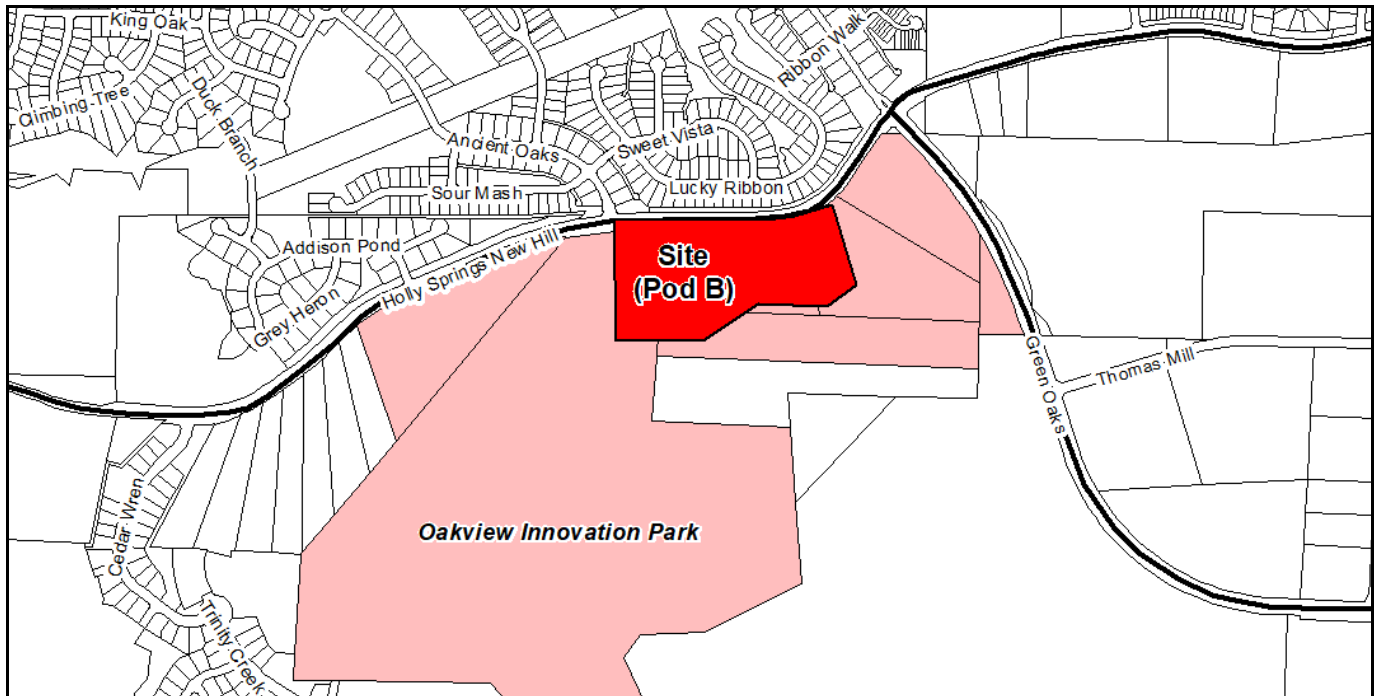
Chase Kerley
Crescent Communities
227 W. Trade St. Ste. 1000
Charlotte, NC 28202

DEVELOPER(S):

Chase Kerley
Crescent Communities
227 W. Trade St. Ste. 1000
Charlotte, NC 28202

OWNER(S):

Helix Ventures LLC
3717 National Dr. Ste. 206
Raleigh, NC 27612

LOCATION:

☒ Within Corporate Limits of Holly Springs ☐ Within Holly Springs ETJ ☐ Annexation Pending

ANTICIPATED REVIEW SCHEDULE:

Planning Board: April 27, 2021
Town Council: May 18, 2021

STAFF CONTACTS: Sean Ryan, Senior Planner
Rachel Jones, Development Review Engineer

ATTACHMENTS: Petition, Waiver Petitions, Development Plans

PARCEL INFORMATION			
OWNER	PARCEL #	ZONING	AREA
Helix Ventures LLC	639721436 (portion of)	RT Research & Technology	25.2 ±acres
Helix Ventures LLC	639837664 (portion of)	RT Research & Technology	
Helix Ventures LLC	639842054 (portion of)	RT Research & Technology	
Helix Ventures LLC	639941045 (portion of)	RT Research & Technology	
TOTAL			25.2 ±acres

ADJACENT PROPERTY SITE DATA		
	ZONING	EXISTING LAND USE
Subject Property	RT Research & Technology	Vacant – Oakview Innovation Park
North	PUD Twelve Oaks	Residential
South	RT Research & Technology	Vacant – Oakview Innovation Park
East	RT Research & Technology LB Local Business	Vacant – Oakview Innovation Park
West	RT Research & Technology	Vacant – Oakview Innovation Park

WAIVER OF REGULATIONS OF UDO REQUESTS

21-WAV-04: Request to allow for a Waiver of Regulations of UDO Section 7.05 C. & 4.05 B. 1. c. Location of Off-Street Loading Spaces to allow loading spaces to be located between a front lot line and a front building façade, screened with Type C landscape screening with a plant unit value of at least seventy-five (75), in association with Development Petition #21-DP-01.

UDO Requirements:

Section 7.05 C Location of Off-Street Loading Spaces

No off-street loading spaces shall be located between the front lot line and the front facade of any portion of the building served...

Section 4.05 B. 1. c. Off-Street Loading

No loading spaces shall be permitted to be located along a façade which is parallel to or within ninety (90) degrees of being parallel to a front lot line or bufferyard. Any loading spaces located along a façade which is located between ninety (90) and one-hundred and twenty (120) degrees of being parallel to a front lot line or bufferyard shall be effectively screened from such front lot line or bufferyard by either: a screening wall accompanied by foundation landscaping; or, screened with Type C landscape screening with a plant unit value of at least seventy-five (75), for the full depth of the loading spaces.

Waiver Findings of Fact:

1. The nature and location of the proposed building or structure, and;
2. The maximum size and number of delivery vehicles and the approximate time of day and number of occurrences per week that delivery vehicles can reasonably be expected to serve the proposed building or structure at one time, and;
3. The granting of the waiver will not be detrimental to public safety, health or welfare or injurious to other property, and;

4. The waiver will not contravene the provisions of this UDO or the Comprehensive Plan, and;
5. An area for future off-street loading area is provided on the lot or within the integrated center, Business Park or industrial park that is of sufficient size and layout to effect compliance with the basic minimum requirements of this UDO is indicated on the approved plans. Such area shall not be used for any form of development unless an amended development plan is submitted and approved, that indicates compliance with the provisions of this sub-Section.

21-WAV-02: Request to allow for a Waiver of Regulations of UDO Section 4.05, B., 2., c. (2) (b) Variation in Massing to allow an increase in building bays from 30 feet in width to 44 feet in width and a reduction in depth from 4 inches to 2 inches in association with Development Petition #21-DP-01.

UDO Requirements:

Section 4.05, B., 2., c. (2) (b) Variation in Massing

Building walls shall consist of a building bay or structural building system that is a maximum of thirty (30) feet in width. Bays shall be visually established by architectural features such as columns, ribs, pilasters or piers, changes in plane, no less than twelve (12) inches in width and four (4) inches in depth or an equivalent element that subdivides the wall into human scale proportions

Waiver Findings of Fact:

1. The proposed development represents the use of (building materials, building massing and façade treatment, building orientation, signs, landscaping, lighting or open space) which will result in a development pattern which is equivalent to or superior to that achievable under the applicable regulations;
2. The proposed development will be compatible with and will enhance the use or value of area properties;
3. The proposed development is consistent with the intent of the Comprehensive Plan; and
4. The proposed development is consistent with the intent and purpose of this UDO

21-WAV-03: Request to allow for a Waiver of Regulations of UDO Section 4.05, B., 2., c. (2) (g) Façade Modulation to allow a waiver of the façade modulation requirements in association with Development Petition #21-DP-01.

UDO Requirements:

Section 4.05, B., 2., c. (2) (g) Façade Modulation

For buildings greater than twenty-five thousand (25,000) square feet of gross main floor area, any wall oriented toward a front lot line exceeding one hundred (100) feet in length shall include at least one (1) change in wall plane, such as projections or recesses, having a depth of at least three (3) percent of the entire length of the façade and extending at least twenty (20) percent of the entire length of the façade.

Waiver Findings of Fact:

1. The proposed development represents the use of (building materials, building massing and façade treatment, building orientation, signs, landscaping, lighting or open space) which will result in a development pattern which is equivalent to or superior to that achievable under the applicable regulations;

2. The proposed development will be compatible with and will enhance the use or value of area properties;
3. The proposed development is consistent with the intent of the Comprehensive Plan; and
4. The proposed development is consistent with the intent and purpose of this UDO

PROPERTY HISTORY

Rezoning History

Rezoning Number: 15-REZ-07
 Original Zoning: Wake County R-40 and R-80
 Proposed Zoning: RT Research & Technology
 Approved by Town Council on: June 7, 2016

Master Plan History

Project Number: 20-MAS-02
 Description: Detailed Master Plan
 Approved by Town Council on: November 3, 2021

Development Agreement History

A development agreement was entered into by the Town Council in February 2020. This is a summary of the agreement:

- A 12.6 acre Mixed Use parcel following the regulations of the mixed-use option
- A 198 acre area for research and technology uses
- At least one (1) 50 acre tract and one (1) 30 acre tract for employment center uses
- Developer to construct sewer to serve the property with assistance from the Town
- Annexation is required
- Agreement of schedule of project approvals
- Zoning Conditions:
 - Use restrictions- remove from Primary Uses (not allowed):
 - o 1.a. Automotive Sales & Service
 - o 1.e. Miscellaneous: Bed & Breakfast, Cottage Business/Residential, Cottage School, Tourist Home
 - o 1.j. Residential
 - Use restrictions- remove from Special Exception Uses (not allowed):
 - o 2.a. Automotive Sales & Service
 - o 2.c. Communications/Utilities
 - o 2.f. Miscellaneous: Mortuary/Funeral Home/Crematory, Tourist Home
 - o 2.h. Residential
 - Maximum Gross Main Floor Area of structures not restricted to Office/Professional Services- 100,000 sq ft
 - Maximum Gross Main Floor Area for any non Office/Professional Service use shall be: 100,000 sq ft.
 - Minimum Building Height/Stories: 25 feet
 - Parking & Loading: No parking or loading areas shall be located between the front façade and the perimeter roads (Green Oaks Parkway and Holly Springs-New Hill Road)
 - Mixed Use Option (Special Exception Use) regulations may be used, but no residential uses shall be permitted
 - Architecture- all facades shall meet the primary façade design regulations ☐ Open Space- there shall be a public open space/green.

DEVELOPMENT AGREEMENT

The Town and Developer are in discussions regarding a Developer Agreement for this development project. The agreement will be finalized prior to Town Council. Below is a summary of the parameters expected to be included in the agreement and are subject to change. The associated conditions of approval listed herein are also subject to change as a result of the final agreement.

- Fee-in-lieu of design and construction of future traffic signal at the intersection of Holly Springs Road and Green Oaks Parkway.
- Fee-in-lieu of design and construction of future realignment of the intersection of Old Holly Springs Apex Road and Holly Springs New Hill Road.
- Fee-in-lieu of design and construction of future traffic signal at the New Site Drive/Holly Springs New Hill Road/Ancient Oaks Drive.

- Timing for Subdivision plat, timing for utilities/off-site sewer easement

STAFF ANALYSIS

PROJECT OVERVIEW

The Town has received a request for Development Plan approval for Pod B of the Oakview Innovation Park located along Holly Springs New Hill Road, west of Green Oaks Parkway. The 25.2 acre site will contain two buildings for lab, manufacturing, and warehouses uses totaling approximately 208,000 square feet in building area.

PLANNING & ZONING

Vision Holly Springs Comprehensive Plan

Land Use & Character

The Land Use & Character plan designation for these properties is Business & Industrial. Business & Industrial Centers provide opportunities to concentrate employment clusters throughout the town. They support both large-scale, single tenant office and industrial buildings and smaller, multi-office and industrial buildings that are clustered and may support and serve one another. Business & Industrial Centers are typically buffered from surrounding development by tree preservation areas or landscaped areas, with the type and size of the buffer a function of the activities being performed on the site.

Development Standards

Lot Arrangement:

Proposed Lots: 1 (Pod B)

**A portion of Pod C will be used for stormwater treatment but does not contain development.*

Lot Size: 25.2 acres

Minimum Perimeter Yards and Setbacks

Required:

Along Holly Springs New Hill Road: 30 feet **a reduction from 50 feet is permitted by doubling the Plant Unit Value of the thoroughfare landscaping*

Along Collector Streets: 30 feet

Out Lot: 10 feet

Proposed:

Along Holly Springs New Hill Road: 50.1 feet

Along Collector Streets: greater than 100 feet

Out Lot: 65.1 feet

Building Height:

Maximum Building Height: 75 feet, maximum of 30 feet within 50 feet of right-of-way.

Proposed Building Height: 41 feet, building is 50.1 feet from right-of-way.

Gross Floor Area:

Building A: 103,957 sq. ft.

Building B: 103,957 sq. ft.

Total: 207,914 sq. ft.

Parking & Loading:

Parking Required: 522 spaces + bike racks

Parking Provided: 522 spaces + bike racks

Loading Required: 3 spaces per building = 6 total

Loading Provided: 4 spaces per building = 8 total

**A waiver has been requested to allow loading spaces to be located between a front lot line along the internal collector street and the façade of the building. Pod B has street frontage of 3 sides.*

Outdoor Operations:

No outdoor operations are planned.

Landscape Requirements:

Perimeter Yard/Bufferyard

Along Holly Springs New Hill Road: 30 foot Type B-150 **a reduction from 50 feet is permitted by doubling the Plant Unit Value of the thoroughfare landscaping from B-75*

Along Collector Street: 30 foot Type B-75 **in areas where loading zones are visible from the street landscaping has been increased to type C-75*

Out Lot: 10 foot Type A-20

Foundation, Interior Parking Lot, and Parking Area Screening have been provided as required by the UDO.

Street Trees

Street trees are provided along internal roadways as required by the project Master Plan.

Tree Preservation

The project is exempt from tree preservation requirements.

Loading Area Screening:

Loading spaces located along façades facing rights-of-way are screened by achieving the equivalent of a C-75 landscape screen where applicable. Loading spaces have been positioned to face the internal collector street rather than Holly Springs New Hill Road.

General Regulations

Dumpster Enclosures:

Dumpster enclosures have been provided with solid wall screening and opaque gate.

Architectural and Site Design Requirements

Building Materials, Colors, Textures, Architecture, Roof Treatment, and Façade Modulation:

Building Materials

Architectural concrete finished to resemble natural limestone.

Colors

Dark and light gray.

Textures

Texture has been achieved with multiple finishing techniques.

Architectural Elements

Architectural emblems are provided to identify the building entrances. Transparent fiberglass panels have been used to create transparency along the façade.

Massing

Building massing has been provided by the establishment of building bays 44 feet in width and 2 inches in depth. **A waiver has been requested to allow buildings bays to exceed 30 feet in width and be less than 4 inches in depth.*

Rooflines

Roofline modulation has been provided.

Façade Modulation

Buildings greater than 25,000 square feet require a change in plane of the wall façade.

**A waiver of this requirement is requested due to the nature of the building use. Several human scale elements have been provided to ensure the building maintains pedestrian scale.*

Master Sign Plan:

Guidelines in the Master Plan require a unifying look for entry signs. A Master Sign Plan will be submitted in the future to establish the design of signs.

Lighting:

Lighting is in compliance with UDO standards to reduce glare onto adjacent properties and streets.

Site lighting will be shoe box style LED lighting with black poles and fixtures.

Pedestrian Circulation and Vehicular Area Design (UDO Section 7.09)

Walkways or Pedestrian/Bikeway System Design:

Sidewalks will be provided on both sides of all streets. A connection to the public sidewalk system is shown for each building.

PARKS & RECREATION

Greenways

The Parks, Recreation and Greenways Master Plan shows a Sidepath required along Holly Spring New Hill Rd that will tie into the existing Sidepath on Green Oaks Parkway. A 10' Sidepath is being proposed as part of the development along the project frontage on Holly Spring New Hill Rd in response to this requirement.



CIVIL IMPROVEMENTS

Utilities:

Water Service:

Public water service will be provided by connection to the existing 12-inch watermain in Holly Springs New Hill Road and Green Oaks Parkway. A Hydraulic Water Model and Fire Flow Analysis Report has been completed as part of this Development Plan.

Reclaimed Water Service:

Public reclaimed water service will be provided by connection to the existing 16-inch reclaimed watermain in Holly Springs New Hill Road and existing 12-inch reclaimed watermain in Green Oaks Parkway. A Hydraulic Reclaimed Water Model analysis was completed with the Master Plan.

Sewer Service:

Public sewer service will be provided by connection to the new sanitary sewer outfall being constructed as part of the Oakview Innovation Master Plan construction drawings that are under the Town's review process. The sanitary sewer outfall will extend from Green Oaks Parkway, southwest, and discharge to the Town's Business Park Pump Station. A Preliminary Engineering Report for the existing pump station and proposed sewer infrastructure was completed with the approved Master Plan.

Transportation

A Traffic Impact Analysis (TIA) was completed with the approved Oakview Innovation Master Plan. With this Development Plan the previously approved TIA was Amended due to the higher estimated trip generation specific to the uses proposed with this development project.

Road Improvements:

- Two (2) access points are proposed off of Holly Springs New Hill Rd. The westernmost access drive at the intersection with Ancient Oaks Drive is a proposed full movement site drive. A traffic signal will be warranted in this location in the future with the build out of the development. This Development is responsible to contribute a fee-in-lieu proportionate to the project's specific impact for future design and installation the traffic signal. The specific amount will be finalized prior to this development moving forward to Town Council and either included as a Condition of Plan Approval or incorporated into a Developer Agreement. Pedestrian facilities and signalization will be evaluated once the traffic signal is warranted and a safe crossing mechanism can be provided.
- As approved with the Oakview Innovation Master Plan, a fee-in-lieu of design and construction of a new traffic signal at the intersection of Green Oaks Parkway/Holly Springs New Hill Road, proportionate to this project's impact, is required. Due to the more intense uses identified in the revised TIA for this development, the amount identified at the Master Plan stage will increase. The specific amount will be finalized prior to this development moving forward to Town Council and either included as a Condition of Plan Approval or incorporated into a Developer Agreement.
- As approved with the Oakview Innovation Master Plan, a fee-in-lieu of design and construction of the realignment of the Old Holly Springs Apex/Holly Springs New Hill Road intersection, proportionate to this project's impact, is required. Due to the more intense uses identified in the revised TIA for this development, the amount identified at the Master Plan stage will increase. The specific amount will be finalized prior to this development moving forward to Town Council and either included as a Condition of Plan Approval or incorporated into a Developer Agreement.
- The street network internal to the site was approved with the Oakview Innovation Master Plan and is under the Town's Construction Drawing Review Process. There is one (1) proposed site access off of the new north-south internal street and two (2) proposed access points off of the new east-west internal street.

Road Widening:

In accordance with the Town's Unified Development Ordinance (UDO) and Comprehensive Transportation Plan, the approved Oakview Innovation Master Plan is responsible to construct ½ of the ultimate cross section along the property frontages on Holly Springs New Hill Road and Green Oaks Parkway. With this Development Plan, ½ of the ultimate cross section along the property frontage on Holly Springs New Hill Road from the westernmost site access to intersection with Green Oaks Parkway will be constructed. Holly Springs New Hill Road will require additional laneages, bike lanes, landscaped median, turn lanes, curb & gutter and sidepath to be constructed with this project. The Green Oaks Parkway improvements generally include construction of a public sidepath and additional turn lanes. It's important to note that based off of the approved Oakview Innovation Master Plan, some of the major transportation infrastructure related construction drawings are currently under the Town's review process.

Connectivity:

With the construction of the public sidepath along the development's Holly Springs New Hill Road property frontage, a complete pedestrian connection is being provided.

Environmental & Stormwater

This project will be required to meet the Town of Holly Springs NPDES Ph. II Post Construction Stormwater Ordinance and will be subject to all applicable requirements in the Cape Fear River Basin.

STAFF RECOMMENDATION TO THE PLANNING BOARD

ACTION #1: WAIVER OF REGULATIONS OF UDO REQUEST

Motion to recommend the Town Council approve / deny the following Waivers of Regulations of UDO:

1. 21-WAV-04: Request to allow for a Waiver of Regulations of UDO Section 7.05 C. & 4.05 B. 1. c. Location of Off-Street Loading Spaces to allow loading spaces to be located between a front lot line and a front building façade, screened with Type C landscape screening with a plant unit value of at least seventy-five (75), in association with Development Petition #21-DP-01.
2. 21-WAV-02: Request to allow for a Waiver of Regulations of UDO Section 4.05, B., 2., c. (2) (b) Variation in Massing to allow an increase in building bays from 30 feet in width to 44 feet in width and a reduction in depth from 4 inches to 2 inches in association with Development Petition #21-DP-01.
3. 21-WAV-03: Request to allow for a Waiver of Regulations of UDO Section 4.05, B., 2., c. (2) (g) Façade Modulation to allow a waiver of the façade modulation requirements in association with Development Petition #21-DP-01.

ACTION #2: DEVELOPMENT PETITION REQUEST

Motion to recommend the Town Council approve / deny Development Plan 21-DP-01 for Oakview Innovation Park Phase 1 as submitted Timmons Group, Project Number 46886, dated Revised 4/16/21 with the following conditions:

1. All previous conditions of approval for Oakview Innovation Park Master Plan shall apply to this plan except for any condition that describes a fee or a fee-in-lieu to be paid shall now comply with the current amounts due pursuant to the town's current annual budget or any unexpired development agreement.
2. Prior to the submittal of any UDO Permit for Sign Installation for permanent signage, a Master Sign Plan for Oakview Innovation Park Master Plan must be submitted to Development Services for review and approval.

3. A point-by-point photometric plan for all site lighting (not including public right-of-way street and pedestrian lights) in conformance with lighting levels specified in UDO Section 7.02 shall be submitted to and approved by Development Services.
4. This project is required to meet Town's NPDES Phase II Post Construction Stormwater ordinance.
5. This project shall maintain vehicular access to the Business Park Pump Station throughout all stages of development.
6. Prior to or with the first Construction Drawing Submittal, the following must be addressed:
 - a. Recombination Plat must be recorded for this property.
 - b. Thoroughfares, collectors and boulevards require a calculated pavement design.
 - c. If the construction design triggers updates to the PER/Sewer Study, then a Final Gravity Sewer Line Sizing Report will be required, or a letter should be submitted stating that there is no change.
 - d. All items listed on the Stormwater Submittal Checklist, Form #16003.
 - e. OHE shall be relocated underground.
7. The following must be addressed prior to Construction Drawing Approval and/or issuance of a land disturbance permit:
 - a. All invoiced third party review fees related to special studies are required to be paid prior to Construction Drawing Submittal, or no later than prior to Construction Drawing Approval, unless otherwise determined by the Division Manager.
 - b. As indicated during TIA Revision review, a combination of background improvements and recommended development mitigations were identified. If the assumed background projects do not occur, it should be the developer's sole responsibility to construct the background improvements included in the TIA to mitigate the impact from this development.
 - c. If the off site sewer facilities that are needed to serve this project are not completed and accepted by the Town at the time of approval of this development plan, then these facilities must be completed prior to construction drawing approval unless otherwise approved by the Division Manager.
 - d. If any off site water facilities are needed to serve this project and are not completed and accepted by the Town at the time of the approval of this plan, then these facilities must be completed prior to construction drawing approval unless otherwise approved by the Division Manager. The Town is not responsible for completion of off-site water facilities, and will not guarantee completion of such facilities by any other party. No plats or building permits will be issued by the Town until all necessary on and off-site water infrastructure is completed, unless otherwise approved by the Division Manager.
 - e. Approval of Stormwater Management Plan.
 - f. Payment of the Stormwater Fee-in-Lieu.
 - g. Stormwater sureties are required on this project. A performance surety in the form of a bond, letter of credit or cash is required in the amount of 125% estimated construction cost of the stormwater BMP prior to the preconstruction meeting and a maintenance surety in the form of a cash escrow account in the amount of 35% the actual construction cost of the BMP is required at the end of the performance monitoring period for the project.
 - h. All environmental permits must be obtained for the entire project.
 - i. A fee-in-lieu of design and construction of a new traffic signal at the intersection of Green Oaks Parkway/Holly Springs New Hill Road, proportionate to project impact, is required with this Development Plan.
 - j. A fee-in-lieu of design and construction of the realignment of the intersection of Old Holly Springs Apex Road/Holly Springs New Hill Road, proportionate to project impact, is required with this Development Plan.
 - k. A fee-in-lieu of design and construction of a future traffic signal at the intersection of Site Driveway #1/Holly Springs New Hill Rd./Ancient Oaks Dr., proportionate to the development impact, is required with this Development Plan.
 - l. Any Offsite right-of-way needed for this project must be dedicated in the form of a recorded plat.

- m. Off-site sewer easements shall be documented in the form of a recorded plat.
- n. To remain on the May 18, 2021 Town Council Meeting Agenda, the following must be completed by May 4, 2021.
 - i. Finalize Developer Agreement and associated cost estimates.
 - ii. Finalize the Hydraulic Water Model/Fire flow Analysis Report.
 - iii. Complete minor clean up plan revisions.

Staff Members	Approved for Distribution		
	Yes	No	Initials
Sean Ryan	X		SR
Rachel Jones	X		RJ
Melissa Sigmund	X		MS

DEVELOPMENT PETITION

The current Filing Fees can be found on-line in the Town of Holly Springs Fee Schedule:
<http://www.hollyspringsnc.us/planning>



Petition Type:

☐ Master Plan

- ☐ New Detailed ☐ New Schematic
☐ Major Amendment ☐ Minor Amendment*

☐ Preliminary Plan- Major Subdivision

- ☐ New ☐ Major Amendment ☐ Minor Amendment*

☒ Development Plan (check all that apply)

- ☒ New ☐ Major Amendment ☐ Minor Amendment*
☐ Gateway Non-Residential/Mixed Use Gross Building Floor Area _____
☒ Non-Gateway Non-Residential/Mixed Use Gross Building Floor Area _____
☐ Multifamily
☐ Residential Development Options or Infill Development Options

☐ Special Exception Use

- ☐ New ☐ Family Child Care Home

* Specify purpose of amendment on Certificate of Plan Revisions

For DPZ Use only

Project # **21-DP-01**

Fees Paid: \$ _____

Date Received: _____

☐ Initial ☐ Revised ☒ Final

Project Information:

Project Name: Oakview-Phase 1

If this project is part of a previously approved plan, please specify: _____

PUD/Master Plan/Subdivision _____ Shopping Center/Lot# _____

Project Location: New Hill Holly Springs Rd and Green Oaks Parkway

Use street address. If none, use the closest intersection

☐ Within Corporate Limits ☐ Within Holly Springs ETJ ☐ Pending Annexation

PIN: _____ Real Estate ID: _____

Project Acreage (rounded to nearest tenth): 25.2 acres Partial Parcel: ☐ No ☐ Yes (additional fee)

Current Zoning: RT Proposed Use (see UDO Primary Use List): Industrial, warehouse, office

Open Space [See UDO Section 7.06(F)(4)]: ☐ Dedication ☐ Fee-in-lieu ☐ Combination ☒ N/A

Waivers Requested: ☐ No ☐ Yes- Specify UDO Section Number(s): _____

If yes, complete and attach appropriate Waiver Petition(s) from Waiver Packet

Scoping Meeting Date: _____ Concept Meeting Date: 12-10-2020

If the Concept Meeting Date is not within 8 weeks of the submittal date, another Concept Meeting is required prior to submittal.

Petition Contact Information: (complete each contact in its entirety- please print or type)

Project Applicant/Contact

(check one) ☒ Owner ☐ Owner's Agent ☐ Design Professional ☐ Developer ☐ Other _____

Name Chase Kerley Company Crescent Communities

Mailing Address 227 W Trade St, Suite 1000

City Charlotte State NC Zip 28202

Telephone # (980) 321-6000 E-Mail CKERLEY@CrescentCommunities.com

How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail

How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Design Professional if different than Applicant/Contact

Name Blake Hall Company Timmons Group

Mailing Address 5410 Trinity Road, Suite 102

City Raleigh State NC Zip 27607

Telephone # (919) 866-4933 E-Mail blake.hall@timmons.com

How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail

How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Developer

Name _____ Company _____
Mailing Address _____
City _____ State _____ Zip _____
Telephone # (_____) _____ E-Mail _____
How would you like to receive staff review comments? ☐ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☐ E-Mail ☐ US Mail- Certified

Architect

Name Steven Harris Company O'Brien Atkins
Mailing Address 5001 S Miami Blvd
City Durham State 27703 Zip 27607
Telephone # (919) 941-9000 E-Mail SHarris@obrienatkins.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Landscape Architect

Name Blake Hall Company Timmons Group
Mailing Address 5410 Trinity Road, Suite 102
City Raleigh State NC Zip 27607
Telephone # (919) 866-4933 E-Mail blake.hall@timmons.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Other: _____ (any other contact that should receive comments and correspondence for this project)

Name _____ Company _____
Mailing Address _____
City _____ State _____ Zip _____
Telephone # (_____) _____ Alternate Telephone # (_____)
Fax # (_____) _____ E-Mail _____
How would you like to receive staff review comments? ☐ Fax ☐ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☐ Fax ☐ E-Mail ☐ US Mail- Certified

Property Owner - Required

Name Chase Kerley Company Crescent Communities
Mailing Address 227 W Trade St, Suite 1000
City Charlotte State _____ Zip _____
Telephone # (980) 321-6000 E-Mail CKERLEY@CrescentCommunities.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Certificate of Submittal Completion

I, Blake Hall, certify that the information provided on this petition, plans and checklist are complete and accurate to the best of my knowledge.

Signature:  Date: 1/15/2021

WAIVER/ALTERNATE COMPLIANCE PETITION



The current Filing Fees can be found on-line in the Town of Holly Springs Fee Schedule: www.hollyspringsnc.us/planning

Waiver/Alternate Compliance Type (check one)

- ☐ UDO Section 1.23 – Request for Incentives for the Preservation, Rehabilitation, or Adaptive Reuse of Historic Structures
☐ UDO Section 2.06 or 2.07- Waiver of Architectural and Site Design Requirements in R-MF-8 & R-MF-15
☐ UDO Section 2.09– Waiver of Development Requirements for Development Options in the R-30, R-20, R 15, R-10 and R-8 Districts
☐ UDO Section 2.10– Waiver of Development Requirements for Infill Development Options in the R-8 District
☐ UDO Section 3.03- Alternate Compliance with Architectural and Site Design Requirements in TV
☐ UDO Section 3.03- Alternate Compliance with Development Standards in TV
☐ UDO Section 3.08- Alternate Compliance with Architectural and Site Design Requirements in LB, CB, OR, GB
☐ UDO Section 4.05- Alternate Compliance with Architectural and Site Design Requirements in BT, RT, IT
☒ UDO Section 7.01- Alternate Landscape Plan Approval
☐ UDO Section 7.01- Waiver of Required Tree Preservation Requirements
☐ UDO Section 7.03- Waiver of Sign Regulations
☐ UDO Section 7.04- Reduction in the Number of Required Off-Street Parking Spaces
☐ UDO Section 7.04- Waiver of Off-Street Parking Regulations
☐ UDO Section 7.05- Waiver of Off-Street Loading Regulations
☐ UDO Sections 7.06, 7.07, or 7.08- Waiver of Lot Design, Street Design, or Utility Design
☐ UDO Section 7.09- Waiver of Pedestrian Circulation & Vehicular Area Design Requirements
☐ UDO Sections 9.05, B.- Waiver of Platting, Project Construction Drawing Approval, Recombination and Vacation Procedures
☐ DPM Section 1- Waiver of Voluntary Annexation

For DPZ Use only

Project # **21-ALT-02**

Fees Paid: \$ _____

Date Received: _____

☐ Initial ☐ Revised ☒ Final

Project Information

Identify the project associated with this Waiver/Alternate Compliance request

Associated Project Name: **Oakview Phase 1** Associated Project Number: **21-DP-01**

Waiver/Alternate Compliance Request

Specific Request: (provide additional sheets if necessary)

Foundation Landscaping relocated from frontages on Buildings A & B.

Perimeter Yard landscaping relocated in several locations.

Contact Information

Waiver/Alternate Compliance Contact

Name Blake Hall Company Timmons Group
 Mailing Address 5410 Trinity Road, Suite 102
 City Raleigh State NC Zip 27607
 Telephone # (919) 316 0126 E-Mail Blake.Hall@timmons.com
 How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
 How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified



The Director, upon request by an applicant, shall have the authority to modify the landscape requirements of UDO Section 7.01 pertaining to required yards and approve an alternative landscape plan so long as the alternative plan: (i) maintains the total plant unit value otherwise required; (ii) is appropriate to the site and its surroundings; and, (iii) is consistent with the intent and purpose of this Section 7.01.

The alternative landscape plan approval shall be limited to: (i) a redistribution of plant materials required for perimeter yard landscaping to other locations on the lot; or, (ii) a redistribution of plant materials required for a foundation landscaping area to other locations on the lot; or, (iii) a redistribution of plant materials when located within a required easement.

Provide a written request which details the Alternate Landscape Plan, including the reason for Alternate Landscape Plan request, the required location of the plant unit value, the location to which the plant unit value has been relocated, and the quantity of plant unit value that has been relocated.

In addition to the written request, clearly denote on the landscape plan associated with the Alternate Landscape Plan the required location of the plant unit value, the location to which the plant unit value has been relocated, and the quantity of plant unit value that has been relocated.

Foundation Landscaping (Refer to UDO Section 7.01 G) is required for the front and side façades of all buildings that have multiple frontages. Due to the location on the loading/service areas, we request to relocate foundation landscaping at the following areas:

- 30 PUV from the South façade of Building A to the East facade. (25 PUV located just south of facade)
- 54 PUV from the East façade of Buildings B to the North façade.

Perimeter Landscaping relocated landscaping in the following areas:

- 105 PUV from N6 shown in alternate location, just south of driveway per sheet L2.1
- 40 PUV from C3 shown in alternate location, north of parking area per sheet L2.1
- 45 PUV from C12 & 15 PUV from C13 shown in alternate location, to the north of C13 per sheet L2.3
- 15 PUV from C21 shown in alternate location, north of C22 per sheet L2.4

WAIVER/ALTERNATE COMPLIANCE PETITION



The current Filing Fees can be found on-line in the Town of Holly Springs Fee Schedule: www.hollyspringsnc.us/planning

Waiver/Alternate Compliance Type (check one)

- ☐ UDO Section 1.23 – Request for Incentives for the Preservation, Rehabilitation, or Adaptive Reuse of Historic Structures
☐ UDO Section 2.06 or 2.07- Waiver of Architectural and Site Design Requirements in R-MF-8 & R-MF-15
☐ UDO Section 2.09– Waiver of Development Requirements for Development Options in the R-30, R-20, R 15, R-10 and R-8 Districts
☐ UDO Section 2.10– Waiver of Development Requirements for Infill Development Options in the R-8 District
☐ UDO Section 3.03- Alternate Compliance with Architectural and Site Design Requirements in TV
☐ UDO Section 3.03- Alternate Compliance with Development Standards in TV
☐ UDO Section 3.08- Alternate Compliance with Architectural and Site Design Requirements in LB, CB, OR, GB
☒ UDO Section 4.05- Alternate Compliance with Architectural and Site Design Requirements in BT, RT, IT
☐ UDO Section 7.01- Alternate Landscape Plan Approval
☐ UDO Section 7.01- Waiver of Required Tree Preservation Requirements
☐ UDO Section 7.03- Waiver of Sign Regulations
☐ UDO Section 7.04- Reduction in the Number of Required Off-Street Parking Spaces
☐ UDO Section 7.04- Waiver of Off-Street Parking Regulations
☐ UDO Section 7.05- Waiver of Off-Street Loading Regulations
☐ UDO Sections 7.06, 7.07, or 7.08- Waiver of Lot Design, Street Design, or Utility Design
☐ UDO Section 7.09- Waiver of Pedestrian Circulation & Vehicular Area Design Requirements
☐ UDO Sections 9.05, B.- Waiver of Platting, Project Construction Drawing Approval, Recombination and Vacation Procedures
☐ DPM Section 1- Waiver of Voluntary Annexation

For DPZ Use only

Project # **21-WAV-02**

Fees Paid: \$ _____

Date Received: _____

☐ Initial ☐ Revised ☒ Final

Project Information

Identify the project associated with this Waiver/Alternate Compliance request

Associated Project Name: **Oakview** Associated Project Number: **2020029**

Waiver/Alternate Compliance Request

Specific Request: (provide additional sheets if necessary)

Variation in Massing (UDO section 4.05 B. 2. c. (2) (b)) The structural building bay has a maximum span of 44 feet in width by 33 feet in depth, which is a preferred layout for this building type. These bays are visually established by an architectural feature with an alternate size proposed by the project of 12 inches in width by 2 inches in depth in lieu of 12 inches by 4 inches in depth. Due to the construction method, achieving the 4 inches in depth requirement by the UDO becomes challenging in certain locations. In those instances, a 2 inch reveal with a color change has been provided. The project asks for this to be accepted.

Contact Information

Waiver/Alternate Compliance Contact

Name Maria A. Jaramillo Alzate Company O'Brien Atkins Associates
 Mailing Address 5001 S Miami Blvd
 City Durham State NC Zip 27703
 Telephone # (919) 941-9000 E-Mail mjaramillo@obrienatkins.com
 How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
 How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

TOWN OF HOLLY SPRINGS
UDO SECTION 3.08 OR 4.05: ALTERNATE COMPLIANCE WITH ARCHITECTURAL
AND SITE DESIGN REQUIREMENTS IN LB, CB, OR, GB & BT, RT, IT
FINDINGS OF FACT

DPM Appendix #A.06
Supplement #15
December 2018



Please print responses in blue or black ink or typewrite.

A petition for Alternate Compliance may only be approved upon the presentation of sufficient evidence. Please include as much detailed information or describe the unique conditions that would enable the decision making body to make a written determination that:

Findings of Fact

- (1) **The proposed development represents the use of (building materials, building massing and façade treatment, building orientation, signs, landscaping, lighting or open space which will result in a development pattern which is equivalent to or superior to that achievable under the applicable regulations;**

The design provides variations that greatly exceed 12" x 4" over the majority of the façades (29% on front, 25% on right and left elevations)

Structural bays are defined by the use of reveals of 12" wide by 2" in depth and fiber glass panels, which exceeds the 12" in width minimum (33' and 11') and meets the 4" in depth requirement.

For DPZ Use only

Project # 21-WAV-02

Date Received:

☐ Initial ☐ Revised ☒ Final

- (2) **The proposed development will be compatible with and will enhance the use or value of area properties;**

This project intends to attract new life science companies to Holly Springs, resulting in the overall area to increase in value and positively impacting economic activity of the town.

- (3) **The proposed development is consistent with the intent of the Comprehensive Plan; and,**

The proposed development is consistent with the Comprehensive Plan, adding to both Holly Springs' context and economy.

- (4) **The proposed development is consistent with the intent and purpose of this UDO.**

Exceeds the minimum requirements of the UDO in terms of primary materials, massing and facade treatments. The structural bays of 44' by 33' are defined by architectural features such as fiberglass panels, which exceed the minimum requirements of the UDO, and a series of reveals 12" wide by 2" in depth that aim to achieve the overall intent of the UDO.

Certificate of Completion

I certify that all information presented in this petition is accurate to the best of my knowledge and belief.

Signature: MARIA JARAMILLO ALZATE

Date: 04/12/21

WAIVER/ALTERNATE COMPLIANCE PETITION



The current Filing Fees can be found on-line in the Town of Holly Springs Fee Schedule: www.hollyspringsnc.us/planning

Waiver/Alternate Compliance Type (check one)

- ☐ UDO Section 1.23 – Request for Incentives for the Preservation, Rehabilitation, or Adaptive Reuse of Historic Structures
☐ UDO Section 2.06 or 2.07- Waiver of Architectural and Site Design Requirements in R-MF-8 & R-MF-15
☐ UDO Section 2.09– Waiver of Development Requirements for Development Options in the R-30, R-20, R 15, R-10 and R-8 Districts
☐ UDO Section 2.10– Waiver of Development Requirements for Infill Development Options in the R-8 District
☐ UDO Section 3.03- Alternate Compliance with Architectural and Site Design Requirements in TV
☐ UDO Section 3.03- Alternate Compliance with Development Standards in TV
☐ UDO Section 3.08- Alternate Compliance with Architectural and Site Design Requirements in LB, CB, OR, GB
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☐ UDO Section 7.01- Waiver of Required Tree Preservation Requirements
☐ UDO Section 7.03- Waiver of Sign Regulations
☐ UDO Section 7.04- Reduction in the Number of Required Off-Street Parking Spaces
☐ UDO Section 7.04- Waiver of Off-Street Parking Regulations
☐ UDO Section 7.05- Waiver of Off-Street Loading Regulations
☐ UDO Sections 7.06, 7.07, or 7.08- Waiver of Lot Design, Street Design, or Utility Design
☐ UDO Section 7.09- Waiver of Pedestrian Circulation & Vehicular Area Design Requirements
☐ UDO Sections 9.05, B.- Waiver of Platting, Project Construction Drawing Approval, Recombination and Vacation Procedures
☐ DPM Section 1- Waiver of Voluntary Annexation

For DPZ Use only

Project # **21--WAV-03**

Fees Paid: \$ _____

Date Received: _____

☐ Initial ☐ Revised ☒ Final

Project Information

Identify the project associated with this Waiver/Alternate Compliance request

Associated Project Name: **Oakview** Associated Project Number: **2020029**

Waiver/Alternate Compliance Request

Specific Request: (provide additional sheets if necessary)

Facade Modulation (refer to UDO section 4.05 B. 2. c. (2) (g)): Due to the Industrial nature (size) and location of both buildings A and B, it is requested for the facade modulation requirement to be waived for all facades. All facades are oriented towards a front lot line given that both buildings are within the gateway corridor. *See additional attachment*

Contact Information

Waiver/Alternate Compliance Contact

Name Maria A. Jaramillo Alzate Company O'Brien Atkins Associates
 Mailing Address 5001 S Miami Blvd
 City Durham State NC Zip 27703
 Telephone # (919) 941-9000 E-Mail mjaramillo@obrienatkins.com
 How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
 How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

TOWN OF HOLLY SPRINGS
UDO SECTION 3.08 OR 4.05: ALTERNATE COMPLIANCE WITH ARCHITECTURAL
AND SITE DESIGN REQUIREMENTS IN LB, CB, OR, GB & BT, RT, IT
FINDINGS OF FACT

DPM Appendix #A.06
Supplement #15
December 2018



Please print responses in blue or black ink or typewrite.

A petition for Alternate Compliance may only be approved upon the presentation of sufficient evidence. Please include as much detailed information or describe the unique conditions that would enable the decision making body to make a written determination that:

Findings of Fact

- (1) **The proposed development represents the use of (building materials, building massing and façade treatment, building orientation, signs, landscaping, lighting or open space which will result in a development pattern which is equivalent to or superior to that achievable under the applicable regulations;**

The design for both buildings A and B provide visual interest and modulation changes across the entire design. The buildings achieve this with the use of animated features such as reveals, friezes, extruding canopies at the entries and multiple windows across all facades.

For DPZ Use only

Project # **21-WAV-03**

Date Received:

☐ Initial ☐ Revised ☒ Final

- (2) **The proposed development will be compatible with and will enhance the use or value of area properties;**

This project intends to attract new life science companies to Holly Springs, resulting in the overall area to increase in value and positively impacting economic activity of the town.

- (3) **The proposed development is consistent with the intent of the Comprehensive Plan; and,**

The proposed development is consistent with the Comprehensive Plan, adding to both Holly Springs' context and economy.

- (4) **The proposed development is consistent with the intent and purpose of this UDO.**

The facade modulation requirement is exceeded on the rear facade of both buildings, A and B, and all facades comply with all other requirements in this UDO. The project incorporates different architectural elements that help address the human scale and aims to achieve the same intent as the UDO.

Certificate of Completion

I certify that all information presented in this petition is accurate to the best of my knowledge and belief.

Signature: MARIA JARAMILLO ALZATE

Date: 04/12/21

Town of Holly Springs

Waiver/ Alternate Compliance Petition (UDO SECTION 4.05- ALTERNATE COMPLIANCE WITH ARCHITECTURAL AND SITE DESIGN REQUIREMENTS IN BT,RT,IT)

Waiver/ Alternate Compliance Request: (Continued)

Façade Modulation (UDO section 4.05 B. 2. c. (2) (g))

According to the UDO, façade modulation requirement, all facades for building A and B must comply with the requirement, given that both buildings are within a gateway corridor. The project request for the requirement to be waived on all facades due the industrial nature of these building, which will result in extensive façade changes both in depth and width.

All building facades exceed 100' in length, requiring at least 1 change in plane per the UDO. This will result in a façade modulation change of at least 106' in length and 16' in depth on the front and rear elevations, and 40' by 6' on the right and left facades. The rear façade meets and exceeds these requirements with a façade change of 132' (25%) in length and 16' in depth (3%) located within the mechanical yard of both buildings, where the expand and depth works properly with the building type.

The comprehensive design provides visual interest and modulation changes in all other facades, by utilizing animated features such as reveals, friezes, extruding canopies of 3' at the entries and 2' extrusions at the entry corners as well. In addition, multiple areas of glazing (not required for this building type) and canopies within the fiber glass panel features have also been incorporated.

Total length of rear façade: 531'

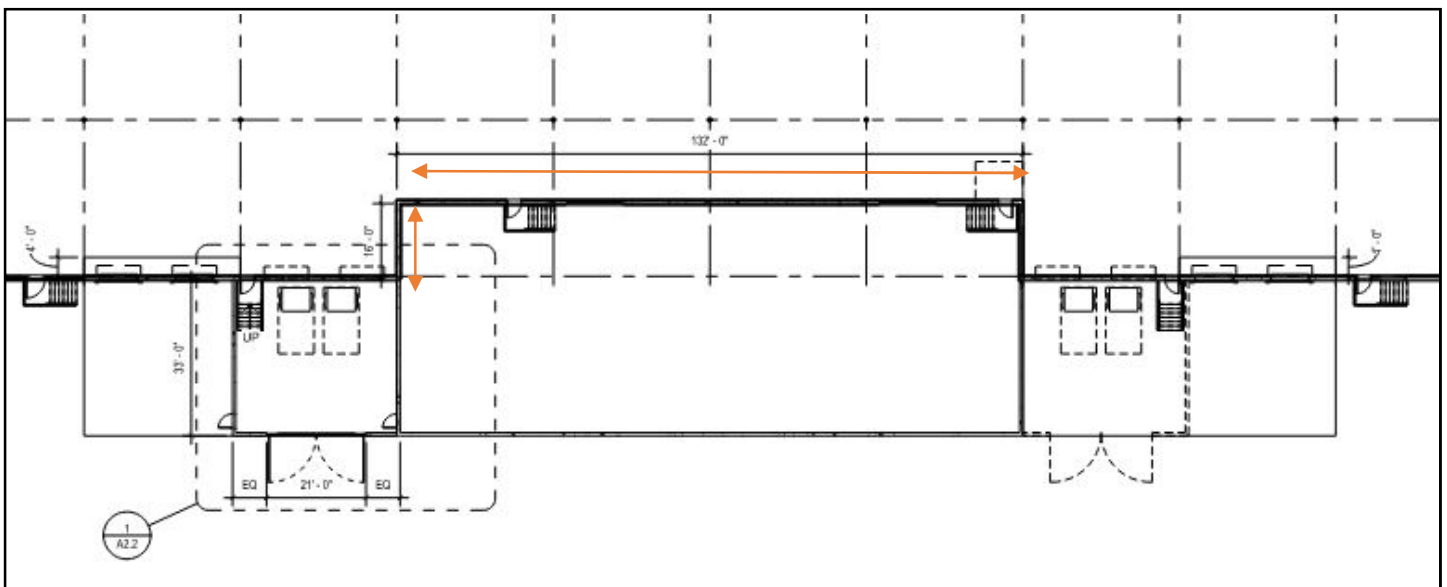
3% Recess requirement: 16'

$(531 * 0.03 = 15.93)$

>3% Provided: 16'

20% of entire façade length: 106' $(530 * 0.2 = 106.2)$

25% Provided: 132'



**WAIVER/ALTERNATE COMPLIANCE
PETITION**

The current Filing Fees can be found on-line in the Town of Holly Springs Fee Schedule: www.hollyspringsnc.us/planning

Waiver/Alternate Compliance Type (check one)

- ☐ UDO Section 1.23 – Request for Incentives for the Preservation, Rehabilitation, or Adaptive Reuse of Historic Structures
☐ UDO Section 2.06 or 2.07- Waiver of Architectural and Site Design Requirements in R-MF-8 & R-MF-15
☐ UDO Section 2.09– Waiver of Development Requirements for Development Options in the R-30, R-20, R 15, R-10 and R-8 Districts
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☐ UDO Section 3.03- Alternate Compliance with Architectural and Site Design Requirements in TV
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☐ UDO Section 7.04- Waiver of Off-Street Parking Regulations
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☐ UDO Sections 7.06, 7.07, or 7.08- Waiver of Lot Design, Street Design, or Utility Design
☐ UDO Section 7.09- Waiver of Pedestrian Circulation & Vehicular Area Design Requirements
☐ UDO Sections 9.05, B.- Waiver of Platting, Project Construction Drawing Approval, Recombination and Vacation Procedures
☐ DPM Section 1- Waiver of Voluntary Annexation

For DPZ Use only

Project # **21-WAV-04**

Fees Paid: \$ _____

Date Received: _____

☐ Initial ☐ Revised ☒ Final
Project Information

Identify the project associated with this Waiver/Alternate Compliance request

Associated Project Name:	Oakview Phase I	Associated Project Number:
--------------------------	------------------------	----------------------------

Waiver/Alternate Compliance Request

Specific Request: (provide additional sheets if necessary)

Request made to allow off street loading along the primary building frontage of Buildings A and B as defined by the UDO Sections 7.05 and 4.05 B

Contact Information**Waiver/Alternate Compliance Contact**

Name Blake Hall Company Timmons Group
 Mailing Address 5410 Trinity Road, Suite 102
 City Raleigh State NC Zip 27607
 Telephone # (919) 316-0126 E-Mail Blake.Hall@Timmons.com
 How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
 How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

UDO SECTION 7.05: WAIVER OF OFF-STREET LOADING REGULATIONS FINDINGS OF FACT



Please print responses in blue or black ink or typewrite.

A petition for a reduction may only be approved upon the presentation of sufficient evidence. Please include as much detailed information or describe the unique conditions that would enable the director to make a written determination that:

Findings of Fact

(1) The nature and location of the proposed building or structure, and:

The proposed building and use for Building A is Research and technology.

The development is located within the Oakview Innovation Park southeast of the intersection of Green Oaks Parkway and Holly Springs New Hill Road

For DPZ Use only

Project # 21-WAV-04

Date Received:

☐ Initial ☐ Revised ☒ Final

(2) The maximum size and number of delivery vehicles and the approximate time of day and number of occurrences per week that delivery vehicles can reasonably be expected to serve the proposed building or structure at one time, and:

There are a total of 4 loading docks for the proposed building A. The docks will be used for delivering

and shipping materials used within the facility. The majority of shipments are anticipated to be after hours and occur once or twice a week.

(3) The granting of the waiver will not be detrimental to public safety, health or welfare or injurious to other property, and:

Since the majority of deliveries will take place after hours, there will be no impact on the public safety, nor the safety of patrons that are using the facility. Emergency vehicle access will not be impeded.

(4) The waiver will not contravene the provisions of this UDO or the Comprehensive Plan, and:

The loading area is proposed on the primary frontage as defined in the UDO however the facility fronts two streets. We are proposing the front of the building face Holly Springs New Hill Road (the gateway

corridor) and the loading area front the new two lane collector street. We feel as this frontage is more appropriate to help hide the unsightly nature of the loading and mechanical areas from the neighborhood located across from Holly Springs New Hill Road. Furthermore, this will allow the new facility to respond to the natural topography of the site. 30' landscape buffers (C-75) will be provided along the street

(5) An area for future off-street loading area is provided on the lot or within the integrated center, business park or industrial park that is of sufficient size and layout to effect compliance with the basic minimum requirements of this UDO is indicated on the approved plans. Such area shall not be used for any form of development unless an amended development plan is submitted and approved, that indicates compliance with the provisions of this sub-Section.

The off-street loading area will be provided along the primary frontage.

Certificate of Completion

I certify that all information presented in this petition is accurate to the best of my knowledge and belief.

Signature: Blair Hall Date: 1/15/2021

and the loading dock will be screened per 4.05 B.1c to help buffer the loading areas as well as the mechanical areas which will be enclosed with screen walls. The waiver will not contravene the provisions of the UDO or the Comprehensive Plan.

DEVELOPMENT PLAN: OAKVIEW PHASE I

HOLLY SPRINGS, NORTH CAROLINA 27540
PROJECT NUMBER: 21-DP-01
MASTER PLAN: 20-MAS-02, APPROVED 11/03/20

UTILITY / MUNICIPALITY CONTACTS:

- A. TOWN OF HOLLY SPRINGS
DEVELOPMENT SERVICES DEPARTMENT
128 SOUTH MAIN STREET
HOLLY SPRINGS, NC 27540
(919) 557-2903
CONTACT: SEAN RYAN

B. BURIED CABLE LOCATION
NC 811

C. DUKE ENERGY
(866) 582-6345

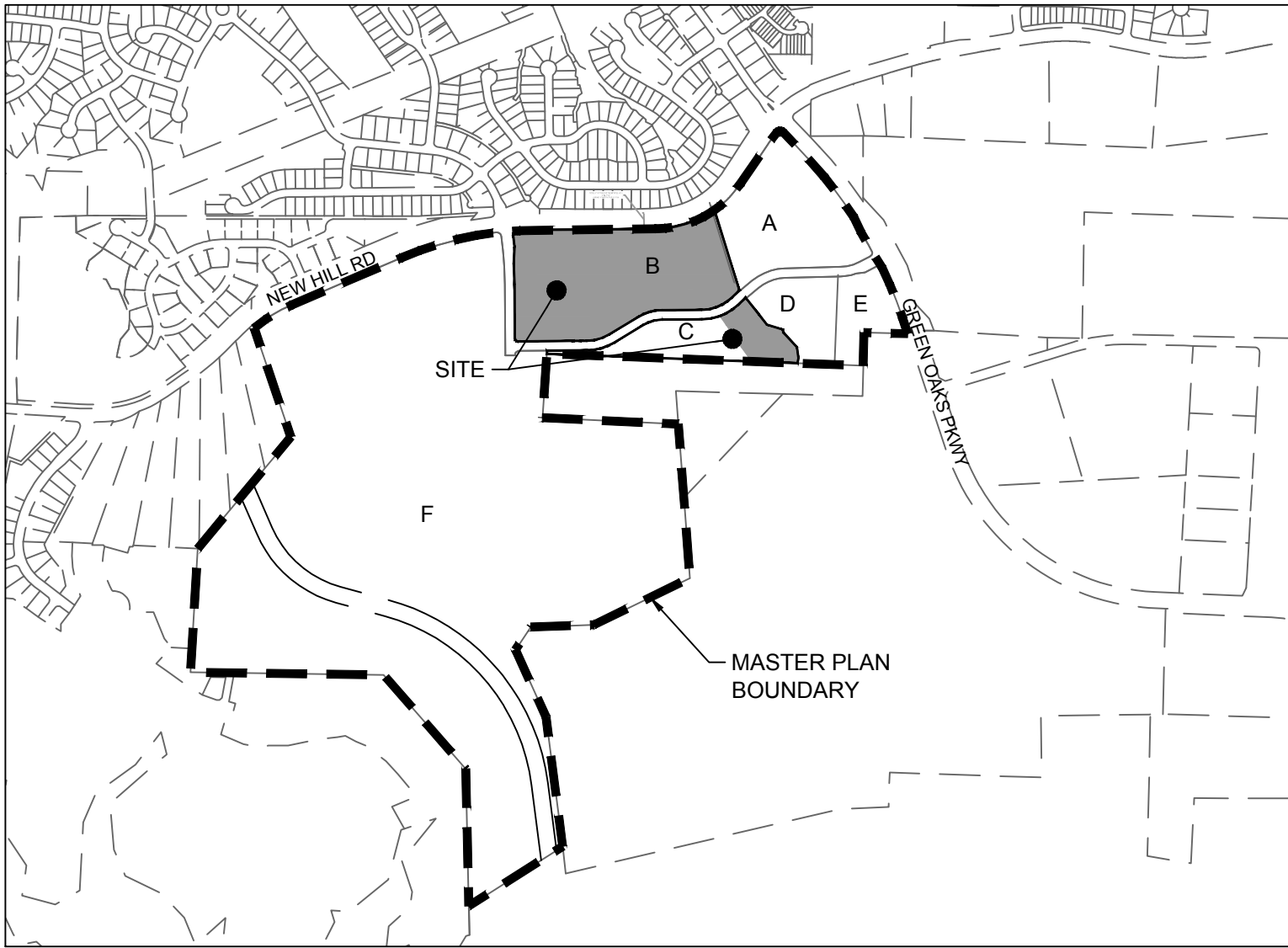
CONSULTANT CONTACTS:

- DEVELOPER/APPLICANT
CRESCENT COMMUNITY
CONTACT: CHASE KERLEY
227 W TRADE STREET, SUITE 1000
CHARLOTTE, NC 28202
PHONE: 980-321-6284

SITE ENGINEER/ LANDSCAPE
ARCHITECT
TIMMONS GROUP
CONTACT: BLAKE HALL
5410 TRINITY ROAD, SUITE 102
RALEIGH, NC 27607
PHONE: 919-866-4933

SITE DATA TABLE	
SITE AREA:	25.2 ACRES
ZONING:	RT-25.2 ACRES (100%)
RIVER BASIN:	CAPE FEAR
MIN LOT WIDTH	RT-100'
TOTAL IMPERVIOUS	11.8 AC (514,150 SF)
PROPOSED BUILDING HEIGHT:	BUILDING A: 41' BUILDING B: 41'
MINIMUM YARDS: DISTRICT	TYPE B: 10', 30', 50'; TYPE C: 20', 50'
PROPOSED BUILDING AREA	BUILDING A: 103,957 SF BUILDING B: 103,957 SF
PROPOSED USE	BUILDING A: LAB/MANUFACTURING/WAREHOUSE BUILDING B: LAB/MANUFACTURING/WAREHOUSE
PROPOSED BUILDING AREA BY USE TYPE	BUILDING A: LAB: 57,176 SF, OFFICE: 32,227 SF, WAREHOUSE: 14,554 SF BUILDING B: LAB: 57,176 SF, OFFICE: 32,227 SF, WAREHOUSE: 14,554 SF
PROPOSED LOTS	1
MASTER PLAN PODS USED	POD B; POD C(STORMWATER ONLY)
MINIMUM SETBACK REQUIRED FOR BUILDING HEIGHT ABOVE 35'	30' (SETBACK REDUCED BY 50') + 6' OF BUILDING HEIGHT ABOVE 35' (41' BUILDING HEIGHT) = 36' BUILDING SETBACK
PROVIDED BUILDING SETBACK	50.1'
PARKING SUMMARY	
VEHICULAR PARKING REQUIRED:	LAB: 2.5 SPACES PER 1,000 SF, WAREHOUSE: 1 SPACE PER 3,000 SF OFFICE SPACE: 3.5 SPACES PER 1,000 SF BUILDING A: LAB: 2.5(57,176/1,000) = 143, WAREHOUSE: 1(14,554/3,000) = 5, OFFICE: 3.5 (32,217/1,000) = 112, TOTAL: 261 SPACES BUILDING B: LAB: 2.5(57,176/1,000) = 143, WAREHOUSE: 1(14,554/3,000) = 5, OFFICE: 3.5 (32,217/1,000) = 112, TOTAL: 261 SPACES TOTAL: 261 + 261 = 522 SPACES
VEHICULAR PARKING PROVIDED:	BUILDING A: 261 SPACES (INCLUDING 7 ADA SAPCES) BUILDING B: 261 SPACES (INCLUDING 7 ADA SAPCES) TOTAL: 522 SPACES (INCLUDING 14 ADA SPACES)
LOADING SPACES REQUIRED:	OFFICE:1 SPACE PER 20,000-100,000 SF, INDUSTRIAL:2 SPACES PER 40,000-100,000 SF BUILDING A: OFFICE 1 SPACE, INDUSTRIAL: 2 SPACES BUILDING B: OFFICE: 1 SPACE, INDUSTRIAL: 2 SPACES
LOADING SPACES PROVIDED:	3 SPACES PER BUILDING
BICYCLE PARKING REQUIRED:	5 BICYCLE SPACES PER BUILDING
BICYCLE PARKING PROVIDED:	BUILDING A: 3 BICYCLE RACKS (2 SPACES PER RACK) BUILDING B: 3 BICYCLE RACKS (2 SPACES PER RACK)

SANITARY SEWER FLOW ESTIMATION
APPROVED MASTER PLAN FLOWS - 25.2 AC x 1500 GPD = 37,800 GPD PROPOSED DEVELOPMENT PLAN - 520 EMPLOYEES x 25 GALLONS PER EMPLOYEE = 13,000 GPD



VICINITY MAP
1" = 1000'

- GENERAL NOTES:
- ALL CONSTRUCTION SHALL CONFORM TO THE TOWN OF HOLLY SPRINGS DESIGN AND CONSTRUCTION STANDARDS.
 - CONSTRUCTION DRAWING APPROVAL IS REQUIRED PRIOR TO BEGINNING CONSTRUCTION. DEVELOPMENT FEES (ACREAGE, FEE-IN-LIEU OF ASSESSMENT AND INSPECTION FEES AND OTHERS AS REQUIRED MAY BE APPLICABLE) ARE DUE BEFORE CONSTRUCTION DRAWING APPROVAL.
 - THE ESTIMATED SEWER FLOWS SHOWN ARE BASED ON ASSUMED TENANT MIX AT THE TIME OF THE SUBMITTAL. THE ESTIMATED FLOWS WILL BE UPDATED WITH EACH DEVELOPMENT PLAN SUBMITTAL.
 - THE PLAN IS SUBJECT TO REVISIONS DURING CONSTRUCTION DRAWING APPROVAL PROCESS.
 - THE MONUMENT CONTROL POINTS FOR THIS PROJECT IS: TOWN OF HOLLY SPRINGS GEODETIC MONUMENT "ALFORD 33" PUBLISHED COORDINATES N= 693,650.75"E= 2,041,575.85"ELEV= 377.10'. THE TOWN OF HOLLY SPRINGS HAS INSTALLED A LOCAL GEODETIC MONUMENTATION GRID, TIED TO NAD83, WITHIN AND SURROUNDING THE TOWN LIMITS. ALL SURVEYED INFORMATION (WHEN ANY PORTION OF THE PROJECT IN DESIGN IS WITHIN 2000 FEET OF THE TOWN'S GEODETIC MONUMENT) SHALL REFERENCE THE NEAREST MONUMENT AND SHALL BE CLEARLY NOTED ON THE FIRST SHEET OF, BOTH CONSTRUCTION PLANS, AND AS-BUILTS SUBMITTED TO THE TOWN.
 - IF THERE IS A GEODETIC MONUMENT LOCATED ON THIS SITE, IT MUST BE PROTECTED OR IF RELOCATION IS NEEDED IT WILL BE THE RESPONSIBILITY OF THE DEVELOPER TO RELOCATE IT WITH SURVEY ACCURACY.
 - PLAN IS SUBJECT TO REVISIONS DURING CONSTRUCTION DRAWING APPROVAL PROCESS.

Sheet List Table	
Sheet Number	Sheet Title
C0.0	COVER SHEET
C1.0	OVERALLL EXISTING CONDITIONS AND DEMOLITION PLAN
C3.0	OVERALL SITE LAYOUT
C3.1	SITE LAYOUT INSET
C3.2	SITE LAYOUT INSET
C3.3	ROAD WIDENING INSET
C3.4	OVERALL UTILITY PLAN
C3.5	UTILITY PLAN INSET
C3.6	UTILITY PLAN INSET
C4.0	OVERALL GRADING & DRAINAGE PLAN
C4.1	GRADING AND DRAINAGE PLAN INSET
C4.2	GRADING AND DRAINAGE PLAN INSET
C4.3	POND A STORMWATER PROFILES
C4.4	POND B STORMWATER PROFILES
C4.5	POND C STORMWATER PROFILES
C4.6	STORMWATER COMPLIANCE PLAN
C4.7	SCM DETAILS - POND B
C4.8	SCM DETAILS - POND C
C5.0	NOTES AND DETAILS
C5.1	NOTES AND DETAILS
L1.0	TREE PRESERVATION PLAN
L1.1	PRESERVATION LANDSCAPE PLAN
L2.0	OVERALL PLANTING PLAN
L2.1	PLANTING PLAN
L2.2	PLANTING PLAN
L2.3	PLANTING PLAN
L2.4	PLANTING PLAN
L2.5	PLANTING NOTES AND DETAILS
L2.6	PLANTING NOTES AND DETAILS
A2.1	BUILDING ELEVATIONS
A2.2	BUILDING MATERIALS



THIS DRAWING PREPARED AT THE
RALEIGH OFFICE
5410 Trinity Road, Suite 102 | Raleigh, NC 27607
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YOUR VISION ACHIEVED THROUGH OURS.	
DATE	REVISION DESCRIPTION
02/19/2021	2nd Submittal DP
03/26/2021	3rd Submittal DP
04/16/2021	4th Submittal DP
DATE	
04/16/2021	

DRAWN BY	W ALTMAN
DESIGNED BY	W ALTMAN
CHECKED BY	B HALL
SCALE	AS SHOWN

TIMMONS GROUP

OAKVIEW PHASE I
WAKE COUNTY - NORTH CAROLINA
COVER SHEET

JOB NO.	46886
SHEET NO.	C0.0

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- SURVEY NOTES**
- ON SITE BOUNDARY, TOPOGRAPHY AND PLANIMETRIC INFORMATION IS TAKEN FROM A SURVEY BY TIMMONS GROUP DATED MAY 21, 2020. OFFSITE TOPOGRAPHY AND PLANIMETRIC INFORMATION FROM OTHER SOURCES AND HAS NOT BEEN FIELD VERIFIED BY TIMMONS GROUP.
 - ALL DISTANCES SHOWN ON SURVEY ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
 - THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY THIS FIRM.
 - BASIS OF BEARING SHOWN HEREON IS NC GRID NAD 83 (NSRS 2007).
 - VERTICAL DATUM SHOWN HEREON IS NAVD88.
 - NOT LOCATED IN FLOOD HAZARD AREA PER FEMA MAP #3720062800J (EFFECTIVE 05/02/2006).
 - RECORDED PROPERTY DATA:
 - DB 017498 PG 02164
 - DB 018040 PG 01512
 - DB 016588 PG 02018
 - DB 017362 PG 02161
 - DB 017707 PG 00908
 - DB 018137 PG 01303
 - DB 013263 PG 01468
 - EXISTING IMPERVIOUS AREA = 0.41 ACRES ON-SITE AND WITHIN LIMITS OF WORK
 - THE UTILITIES ON THESE PLANS ARE APPROXIMATE ONLY, AND ARE NOT ACCURATE FOR CONSTRUCTION PURPOSES. FOR FIELD MARKS CALL 1-800-632-4949.

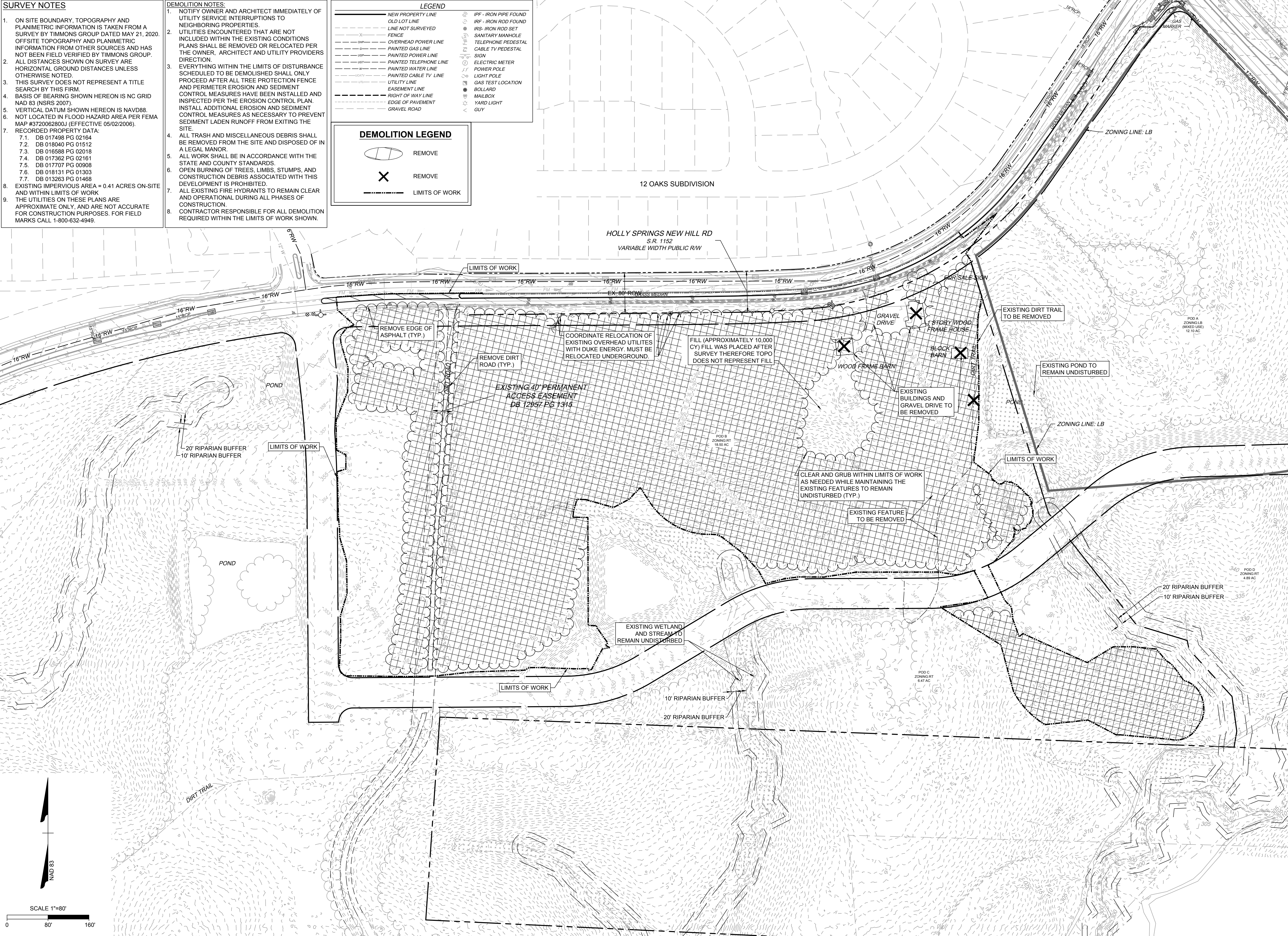
- DEMOLITION NOTES:**
- NOTIFY OWNER AND ARCHITECT IMMEDIATELY OF UTILITY SERVICE INTERRUPTIONS TO NEIGHBORING PROPERTIES.
 - UTILITIES ENCOUNTERED THAT ARE NOT INCLUDED WITHIN THE EXISTING CONDITIONS PLANS SHALL BE REMOVED OR RELOCATED PER THE OWNER, ARCHITECT AND UTILITY PROVIDERS DIRECTION.
 - EVERYTHING WITHIN THE LIMITS OF DISTURBANCE SCHEDULED TO BE DEMOLISHED SHALL ONLY PROCEED AFTER ALL TREE PROTECTION FENCE AND PERIMETER EROSION AND SEDIMENT CONTROL MEASURES HAVE BEEN INSTALLED AND INSPECTED PER THE EROSION CONTROL PLAN. INSTALL ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES AS NECESSARY TO PREVENT SEDIMENT LADEN RUNOFF FROM EXITING THE SITE.
 - ALL TRASH AND MISCELLANEOUS DEBRIS SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LEGAL MANOR.
 - ALL WORK SHALL BE IN ACCORDANCE WITH THE STATE AND COUNTY STANDARDS.
 - OPEN BURNING OF TREES, LIMBS, STUMPS, AND CONSTRUCTION DEBRIS ASSOCIATED WITH THIS DEVELOPMENT IS PROHIBITED.
 - ALL EXISTING FIRE HYDRANTS TO REMAIN CLEAR AND OPERATIONAL DURING ALL PHASES OF CONSTRUCTION.
 - CONTRACTOR RESPONSIBLE FOR ALL DEMOLITION REQUIRED WITHIN THE LIMITS OF WORK SHOWN.

LEGEND

NEW PROPERTY LINE	IPF - IRON PIPE FOUND
OLD LOT LINE	IRF - IRON ROD FOUND
LINE NOT SURVEYED	IRS - IRON ROD SET
FENCE	SANITARY MANHOLE
OVERHEAD POWER LINE	TELEPHONE PEDESTAL
PAINTED GAS LINE	CABLE TV PEDESTAL
PAINTED POWER LINE	SIGN
PAINTED TELEPHONE LINE	ELECTRIC METER
PAINTED WATER LINE	POWER POLE
PAINTED CABLE TV LINE	LIGHT POLE
UTILITY LINE	GAS TEST LOCATION
EASEMENT LINE	BOLLARD
RIGHT OF WAY LINE	MAILBOX
EDGE OF PAVEMENT	YARD LIGHT
GRAVEL ROAD	GUY

DEMOLITION LEGEND

REMOVE	REMOVE
LIMITS OF WORK	



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W ALTMAN

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OAKVIEW PHASE I
WAKE COUNTY - NORTH CAROLINA

OVERALL EXISTING CONDITIONS AND DEMOLITION PLAN

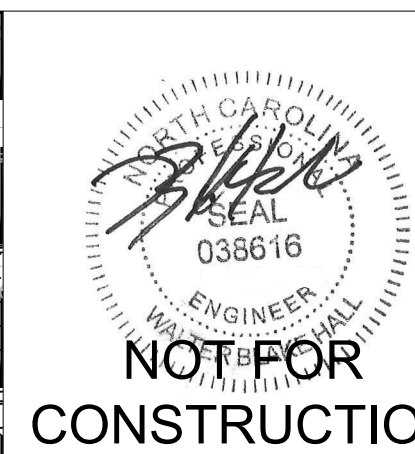
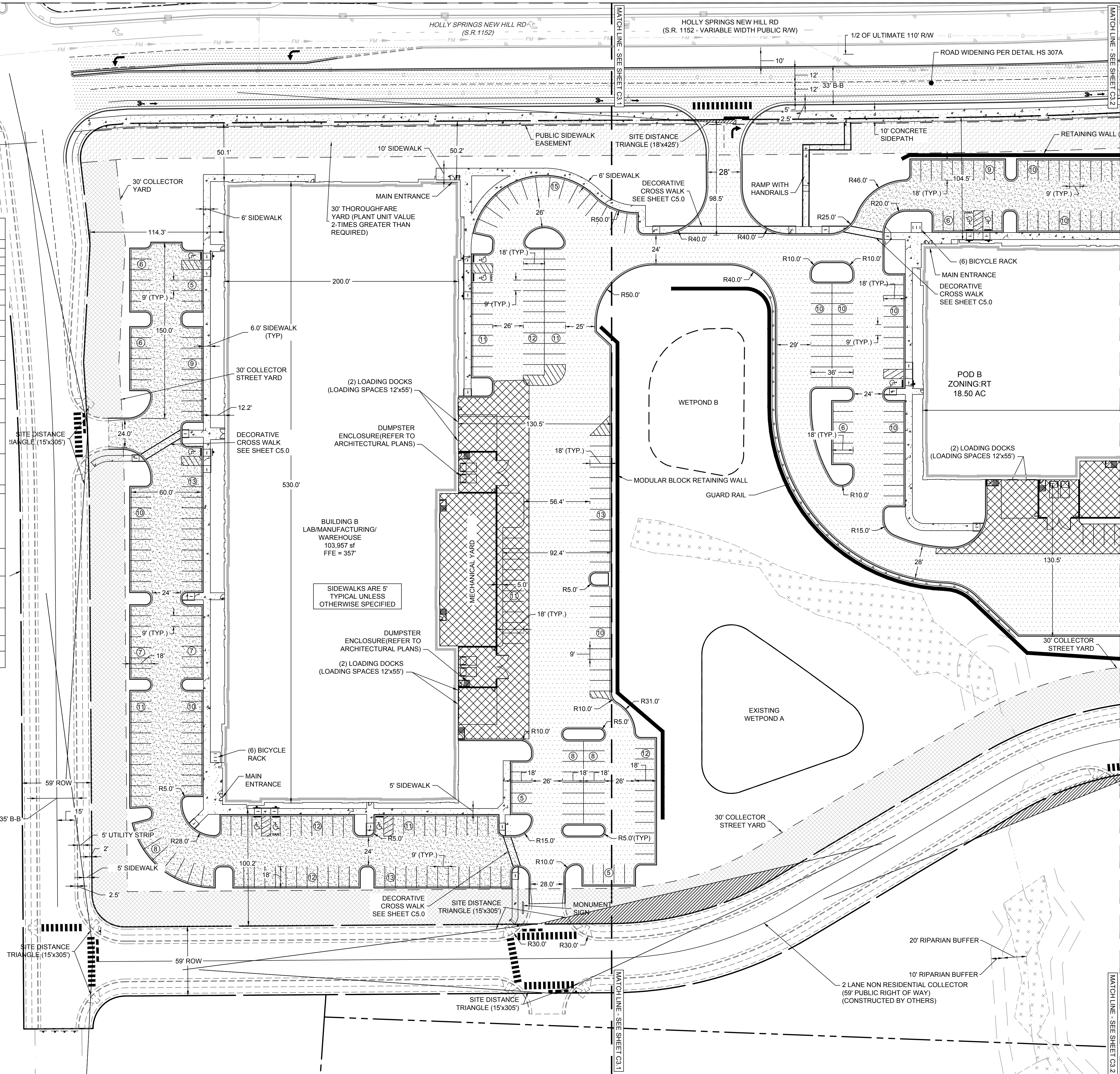
JOB NO.
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1. ALL CONSTRUCTION WILL BE TO TOWN OF HOLLY SPRINGS OR NCDOT STANDARDS, SPECIFICATIONS, AND DETAILS.
2. ALL DRIVEWAYS MUST BE INSTALLED TO THE MINIMUM TOWN OF HOLLY SPRINGS OR NCDOT STANDARDS.
3. ALL PROPOSED BUILDINGS, VEHICULAR AREAS, PEDESTRIAN AREAS, SIGNAGE AND LANDSCAPING WILL MEET TOWN ARCHITECTURAL AND SITE DESIGN REQUIREMENTS, AS WELL AS THE DESIGN GUIDELINES THAT ACCOMPANY THE MASTER PLAN. WHERE THESE ARE NOT MET, WAIVERS WILL BE SUBMITTED FOR APPROVAL AT TIME OF THE DEVELOPMENT PLAN.
4. WHERE SIDEWALK IS PROPOSED AT THE BACK OF CURB SIDEWALK SHALL BE A MINIMUM OF 6' WIDE.
5. DOUBLE WHEELCHAIR RAMPS ARE TO BE INSTALLED AT ALL PUBLIC STREET INTERSECTIONS WHERE SIDEWALK IS REQUIRED. WHEN SIDEWALK IS NOT REQUIRED, CURB IS TO BE DEPRESSED AT ALL RAMP LOCATIONS.
6. ALL STREETS SHOWN ON THESE PLANS SHALL HAVE THE FULL WIDTH OF RIGHT-OF-WAY CLEARED AND GRUBBED WITHIN 50' OF ALL STREET INTERSECTIONS.
7. NO SIGN OBSTRUCTIONS OR PARTIALLY OBSTRUCTING WALL, FENCE, FOLIAGE, BERM, SIGN, PARKED VEHICLE, OR OTHER OBJECTS BETWEEN THE EIGHTS OF THE TWO LANE ROAD AND THE CURB LINE. (THE ELEVATION (OR THE EDGE OF PAVEMENT IF NO CURB EXISTS) SHALL BE PLACED WITHIN SIGHT DISTANCE TRIANGLE.

SITE DATA TABLE	
SITE AREA:	25.2 ACRES
ZONING:	RT-25.2 ACRES (100%)
RIVER BASIN:	CAPE FEAR
MIN LOT WIDTH:	RT-100'
TOTAL IMPERVIOUS:	11.8 AC (514,150 SF)
PROPOSED BUILDING HEIGHT:	BUILDING A: 41' BUILDING B: 41'
MINIMUM YARDS:	TYPE B: 10', 30', 50'; TYPE C: 20', 50'
PROPOSED BUILDING AREA	BUILDING A: 103,957 SF BUILDING B: 103,957 SF
PROPOSED USE	BUILDING A: LAB/MANUFACTURING/WAREHOUSE BUILDING B: LAB/MANUFACTURING/WAREHOUSE
PROPOSED BUILDING AREA BY USE TYPE	BUILDING A: LAB: 57,176 SF, OFFICE: 32,227 SF, WAREHOUSE: 14,554 SF BUILDING B: LAB: 57,176 SF, OFFICE: 32,227 SF, WAREHOUSE: 14,554 SF
PROPOSED LOTS	1
MASTER PLAN PODS USED	POD B; POD C(STORMWATER ONLY)
MINIMUM SETBACK REQUIRED FOR BUILDING HEIGHT ABOVE 35'	30' (SETBACK REDUCED BY 50') + 6' OF BUILDING HEIGHT ABOVE 35' (41' BUILDING HEIGHT) = 36' BUILDING SETBACK
PROVIDED BUILDING SETBACK	50.1'
PARKING SUMMARY	
VEHICULAR PARKING REQUIRED:	LAB: 2.5 SPACES PER 1,000 SF. WAREHOUSE: 1 SPACE PER 3,000 SF OFFICE SPACE: 3.5 SPACES PER 1,000 SF BUILDING A: LAB: 2,557,176/(1,000) = 143, WAREHOUSE: 1/(14,554/3,000) = 5, OFFICE: 3.5 (32,217/1,000) = 112, TOTAL: 261 SPACES BUILDING B: LAB: 2,557,176/(1,000) = 143, WAREHOUSE: 1/(14,554/3,000) = 5, OFFICE: 3.5 (32,217/1,000) = 112, TOTAL: 261 SPACES TOTAL: 261 + 261 = 522 SPACES
BUILDING PARKING PROVIDED:	BUILDING A: 261 SPACES (INCLUDING 7 ADA SPACES) BUILDING B: 261 SPACES (INCLUDING 7 ADA SPACES) TOTAL: 522 SPACES (INCLUDING 14 ADA SPACES)
LOADING SPACES REQUIRED:	OFFICE: 1 SPACE PER 200-100,000 SF, INDUSTRIAL: 2 SPACES PER 40,000-100,000 SF BUILDING A: OFFICE 1 SPACE, INDUSTRIAL: 2 SPACES BUILDING B: OFFICE: 1 SPACE, INDUSTRIAL: 2 SPACES
LOADING SPACES PROVIDED:	3 SPACES PER BUILDING
BICYCLE PARKING REQUIRED:	5 BICYCLE SPACES PER BUILDING
BICYCLE PARKING PROVIDED:	BUILDING A: 3 BICYCLE RACKS (2 SPACES PER RACK) BUILDING B: 3 BICYCLE RACKS (2 SPACES PER RACK)



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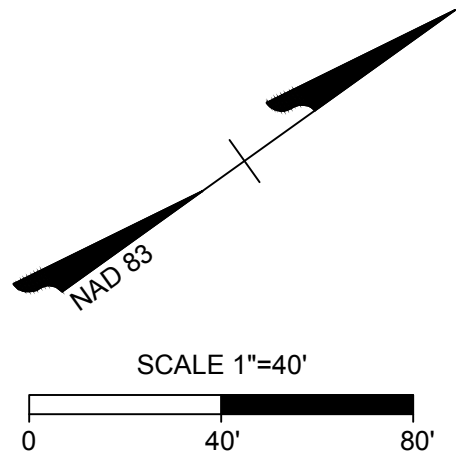
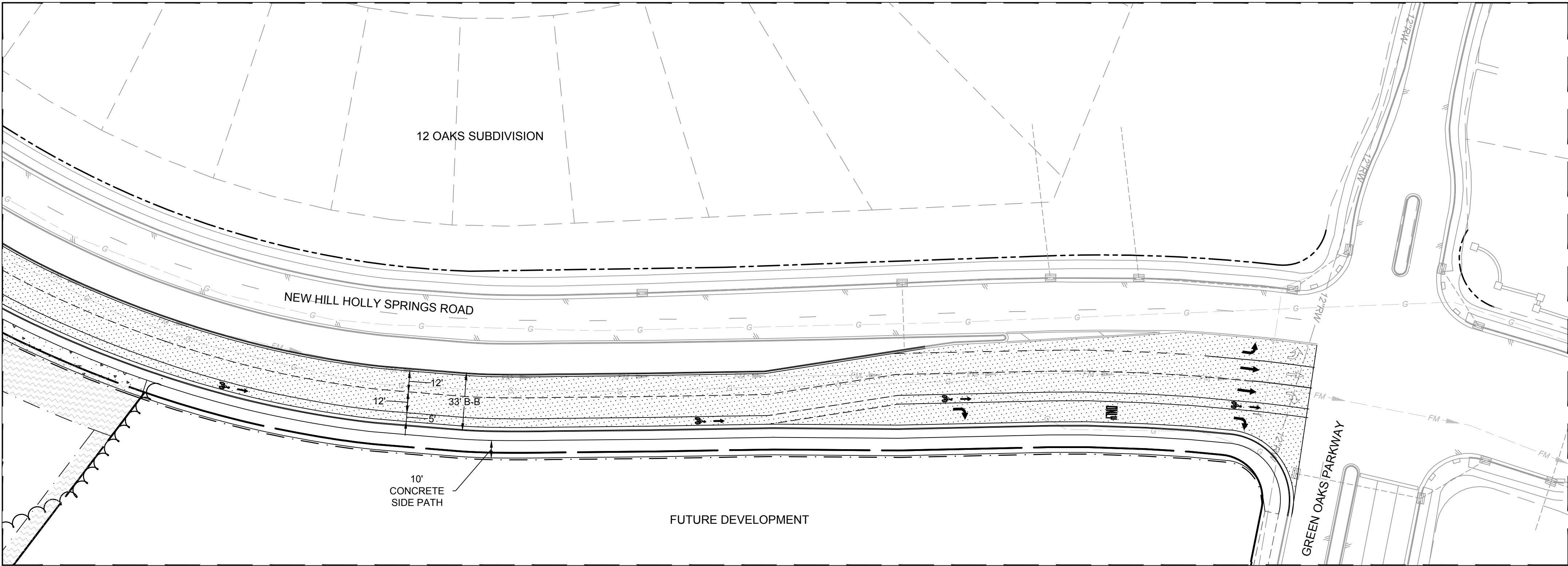
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OAKVIEW PHASE I
WAKE COUNTY - NORTH CAROLINA
SITE LAYOUT INSET

JOB NO.
46886

SHEET NO.
C3.1

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HATCHING LEGEND	
	HEAVY DUTY ASPHALT
	LIGHT DUTY ASPHALT
	CONCRETE SIDEWALK
	CONCRETE PAVEMENT

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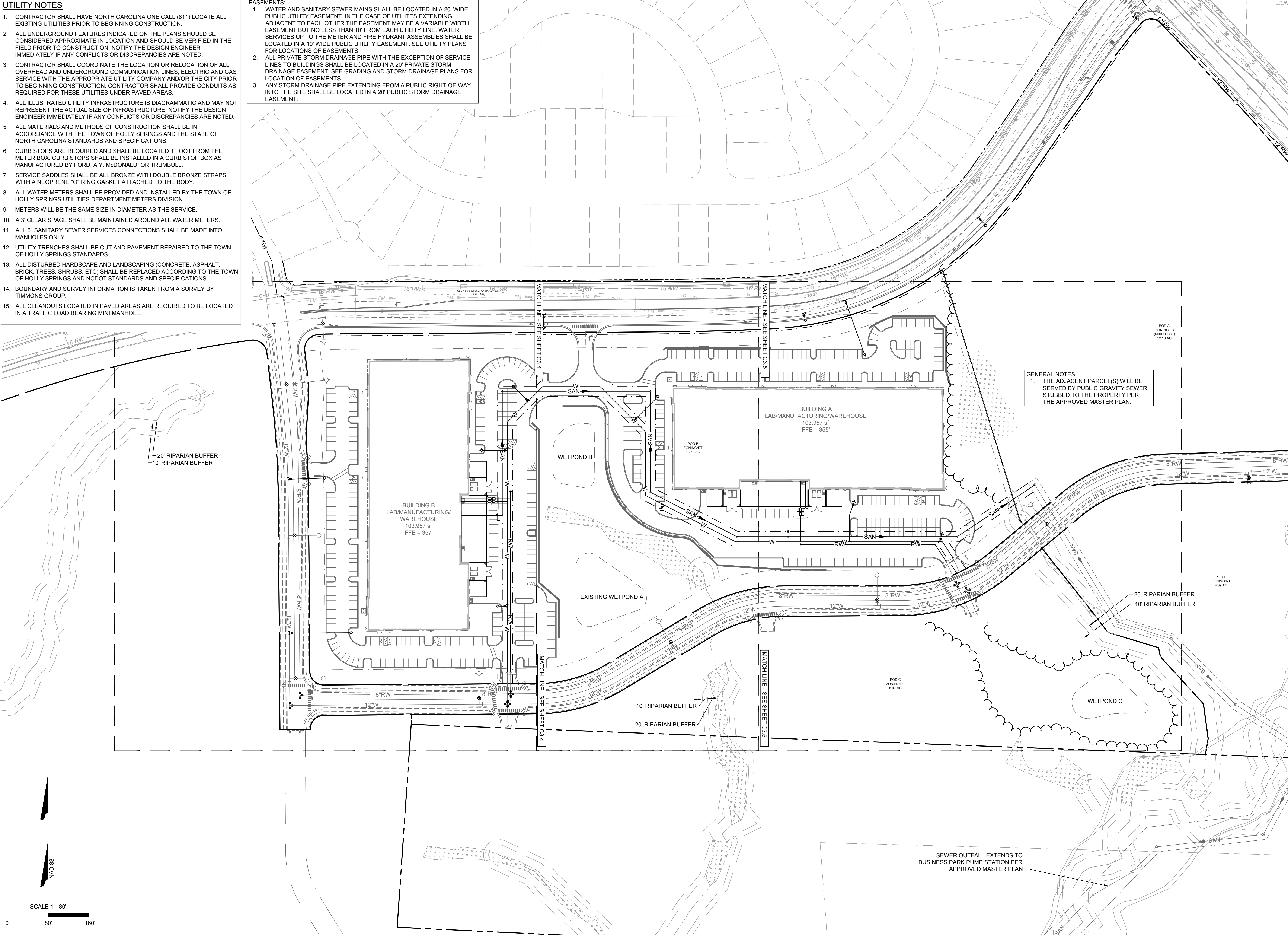
OAKVIEW PHASE I
WAKE COUNTY - NORTH CAROLINA
ROAD WIDENING INSET

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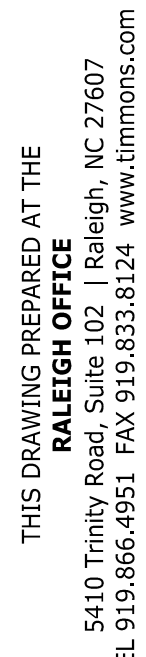
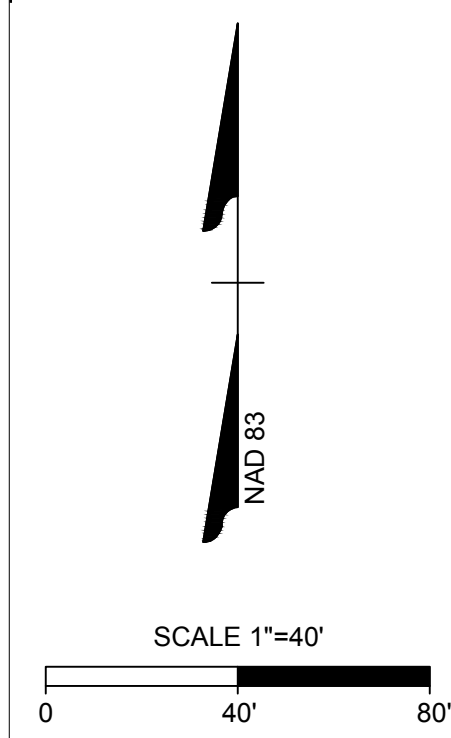
- UTILITY NOTES**
- CONTRACTOR SHALL HAVE NORTH CAROLINA ONE CALL (811) LOCATE ALL EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION.
 - ALL UNDERGROUND FEATURES INDICATED ON THE PLANS SHOULD BE CONSIDERED APPROXIMATE IN LOCATION AND SHOULD BE VERIFIED IN THE FIELD PRIOR TO CONSTRUCTION. NOTIFY THE DESIGN ENGINEER IMMEDIATELY IF ANY CONFLICTS OR DISCREPANCIES ARE NOTED.
 - CONTRACTOR SHALL COORDINATE THE LOCATION OR RELOCATION OF ALL OVERHEAD AND UNDERGROUND COMMUNICATION LINES, ELECTRIC AND GAS SERVICE WITH THE APPROPRIATE UTILITY COMPANY AND/OR THE CITY PRIOR TO BEGINNING CONSTRUCTION. CONTRACTOR SHALL PROVIDE CONDUITS AS REQUIRED FOR THESE UTILITIES UNDER PAVED AREAS.
 - ALL ILLUSTRATED UTILITY INFRASTRUCTURE IS DIAGRAMMATIC AND MAY NOT REPRESENT THE ACTUAL SIZE OF INFRASTRUCTURE. NOTIFY THE DESIGN ENGINEER IMMEDIATELY IF ANY CONFLICTS OR DISCREPANCIES ARE NOTED.
 - ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE TOWN OF HOLLY SPRINGS AND THE STATE OF NORTH CAROLINA STANDARDS AND SPECIFICATIONS.
 - CURB STOPS ARE REQUIRED AND SHALL BE LOCATED 1 FOOT FROM THE METER BOX. CURB STOPS SHALL BE INSTALLED IN A CURB STOP BOX AS MANUFACTURED BY FORD, A.Y. McDONALD, OR TRUMBULL.
 - SERVICE SADDLES SHALL BE ALL BRONZE WITH DOUBLE BRONZE STRAPS WITH A NEOPRENE "O" RING GASKET ATTACHED TO THE BODY.
 - ALL WATER METERS SHALL BE PROVIDED AND INSTALLED BY THE TOWN OF HOLLY SPRINGS UTILITIES DEPARTMENT METERS DIVISION.
 - METERS WILL BE THE SAME SIZE IN DIAMETER AS THE SERVICE.
 - A 3' CLEAR SPACE SHALL BE MAINTAINED AROUND ALL WATER METERS.
 - ALL 6" SANITARY SEWER SERVICES CONNECTIONS SHALL BE MADE INTO MANHOLES ONLY.
 - UTILITY TRENCHES SHALL BE CUT AND PAVEMENT REPAIRED TO THE TOWN OF HOLLY SPRINGS STANDARDS.
 - ALL DISTURBED HARDSCAPE AND LANDSCAPING (CONCRETE, ASPHALT, BRICK, TREES, SHRUBS, ETC) SHALL BE REPLACED ACCORDING TO THE TOWN OF HOLLY SPRINGS AND NCDOT STANDARDS AND SPECIFICATIONS.
 - BOUNDARY AND SURVEY INFORMATION IS TAKEN FROM A SURVEY BY TIMMONS GROUP.
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- EASEMENTS:**
- WATER AND SANITARY SEWER MAINS SHALL BE LOCATED IN A 20' WIDE PUBLIC UTILITY EASEMENT. IN THE CASE OF UTILITES EXTENDING ADJACENT TO EACH OTHER THE EASEMENT MAY BE A VARIABLE WIDTH EASEMENT BUT NO LESS THAN 10' FROM EACH UTILITY LINE. WATER SERVICES UP TO THE METER AND FIRE HYDRANT ASSEMBLIES SHALL BE LOCATED IN A 10' WIDE PUBLIC UTILITY EASEMENT. SEE UTILITY PLANS FOR LOCATIONS OF EASEMENTS.
 - ALL PRIVATE STORM DRAINAGE PIPE WITH THE EXCEPTION OF SERVICE LINES TO BUILDINGS SHALL BE LOCATED IN A 20' PRIVATE STORM DRAINAGE EASEMENT. SEE GRADING AND STORM DRAINAGE PLANS FOR LOCATION OF EASEMENTS.
 - ANY STORM DRAINAGE PIPE EXTENDING FROM A PUBLIC RIGHT-OF-WAY INTO THE SITE SHALL BE LOCATED IN A 20' PUBLIC STORM DRAINAGE EASEMENT.



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3. ANY STORM DRAINAGE PIPE EXTENDING FROM A PUBLIC RIGHT-OF-WAY INTO THE SITE SHALL BE LOCATED IN A 20' PUBLIC STORM DRAINAGE EASEMENT.



DATE	
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05/26/2021	Utility Update

W. ALTMAN

W. ALTMAN

CHECKED BY _____

B HALL

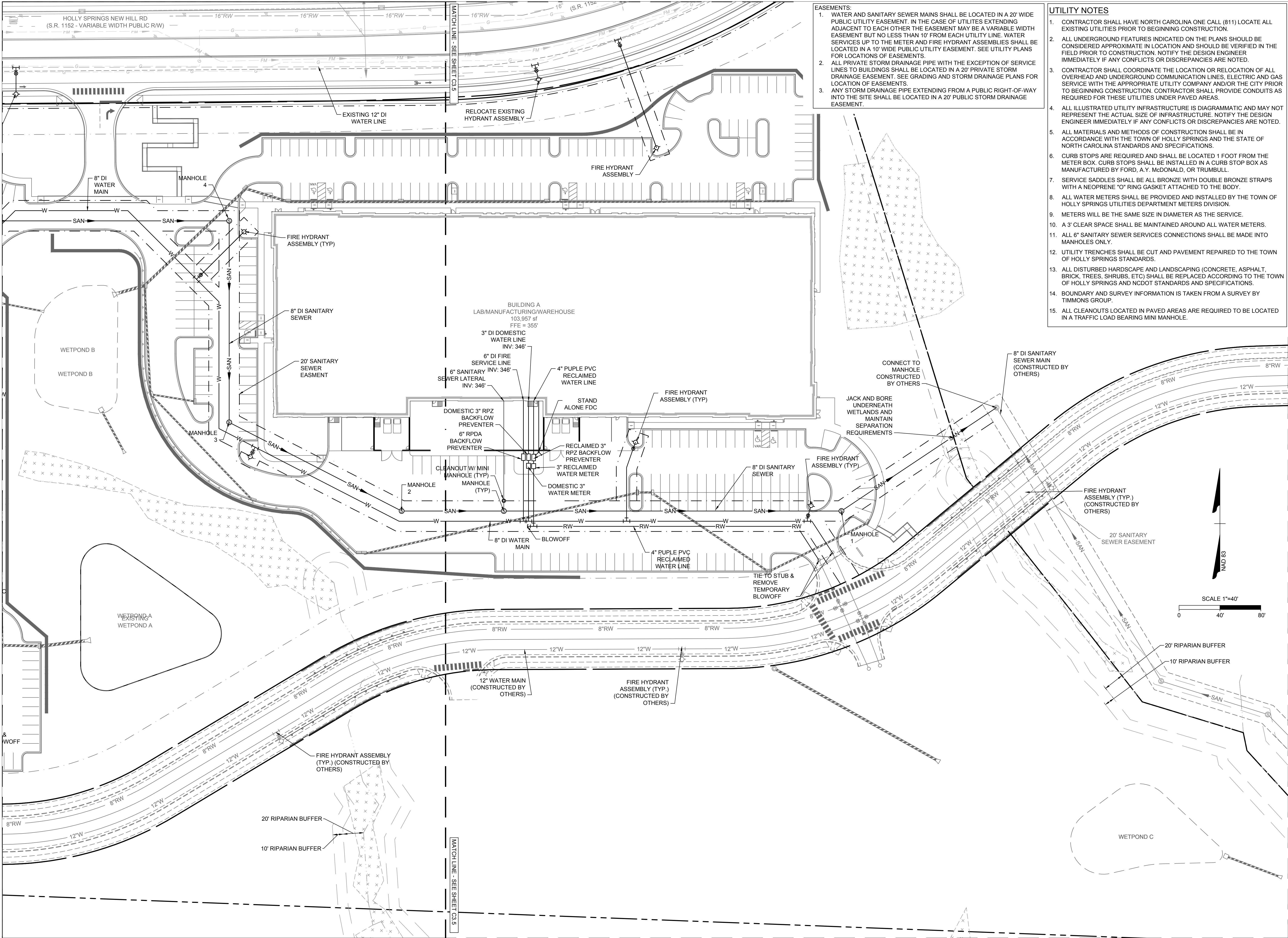
SCALE

As shown

OAKVIEW PHASE I

JOB NO.	46886
SHEET NO.	C3.5

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 4. ALL ILLUSTRATED UTILITY INFRASTRUCTURE IS DIAGRAMMATIC AND MAY NOT REPRESENT THE ACTUAL SIZE OF INFRASTRUCTURE. NOTIFY THE DESIGN ENGINEER IMMEDIATELY IF ANY CONFLICTS OR DISCREPANCIES ARE NOTED.
 5. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE TOWN OF HOLLY SPRINGS AND THE STATE OF NORTH CAROLINA STANDARDS AND SPECIFICATIONS.
 6. CURB STOPS ARE REQUIRED AND SHALL BE LOCATED 1 FOOT FROM THE METER BOX. CURB STOPS SHALL BE INSTALLED IN A CURB STOP BOX AS MANUFACTURED BY FORD, A.Y. McDONALD, OR TRUMBULL.
 7. SERVICE SADDLES SHALL BE ALL BRONZE WITH DOUBLE BRONZE STRAPS WITH A NEOPRENE "O" RING GASKET ATTACHED TO THE BODY.
 8. ALL WATER METERS SHALL BE PROVIDED AND INSTALLED BY THE TOWN OF HOLLY SPRINGS UTILITIES DEPARTMENT METERS DIVISION.
 9. METERS WILL BE THE SAME SIZE IN DIAMETER AS THE SERVICE.
 10. A 3' CLEAR SPACE SHALL BE MAINTAINED AROUND ALL WATER METERS.
 11. ALL 6" SANITARY SEWER SERVICES CONNECTIONS SHALL BE MADE INTO MANHOLES ONLY.
 12. UTILITY TRENCHES SHALL BE CUT AND PAVEMENT REPAIRED TO THE TOWN OF HOLLY SPRINGS STANDARDS.
 13. ALL DISTURBED HARDSCAPE AND LANDSCAPING (CONCRETE, ASPHALT, BRICK, TREES, SHRUBS, ETC) SHALL BE REPLACED ACCORDING TO THE TOWN OF HOLLY SPRINGS AND NCDOT STANDARDS AND SPECIFICATIONS.
 14. BOUNDARY AND SURVEY INFORMATION IS TAKEN FROM A SURVEY BY TIMMONS GROUP.
 15. ALL CLEANOUTS LOCATED IN PAVED AREAS ARE REQUIRED TO BE LOCATED IN A TRAFFIC LOAD BEARING MINI MANHOLE.

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OAKVIEW PHASE I
WAKE COUNTY - NORTH CAROLINA
UTILITY PLAN

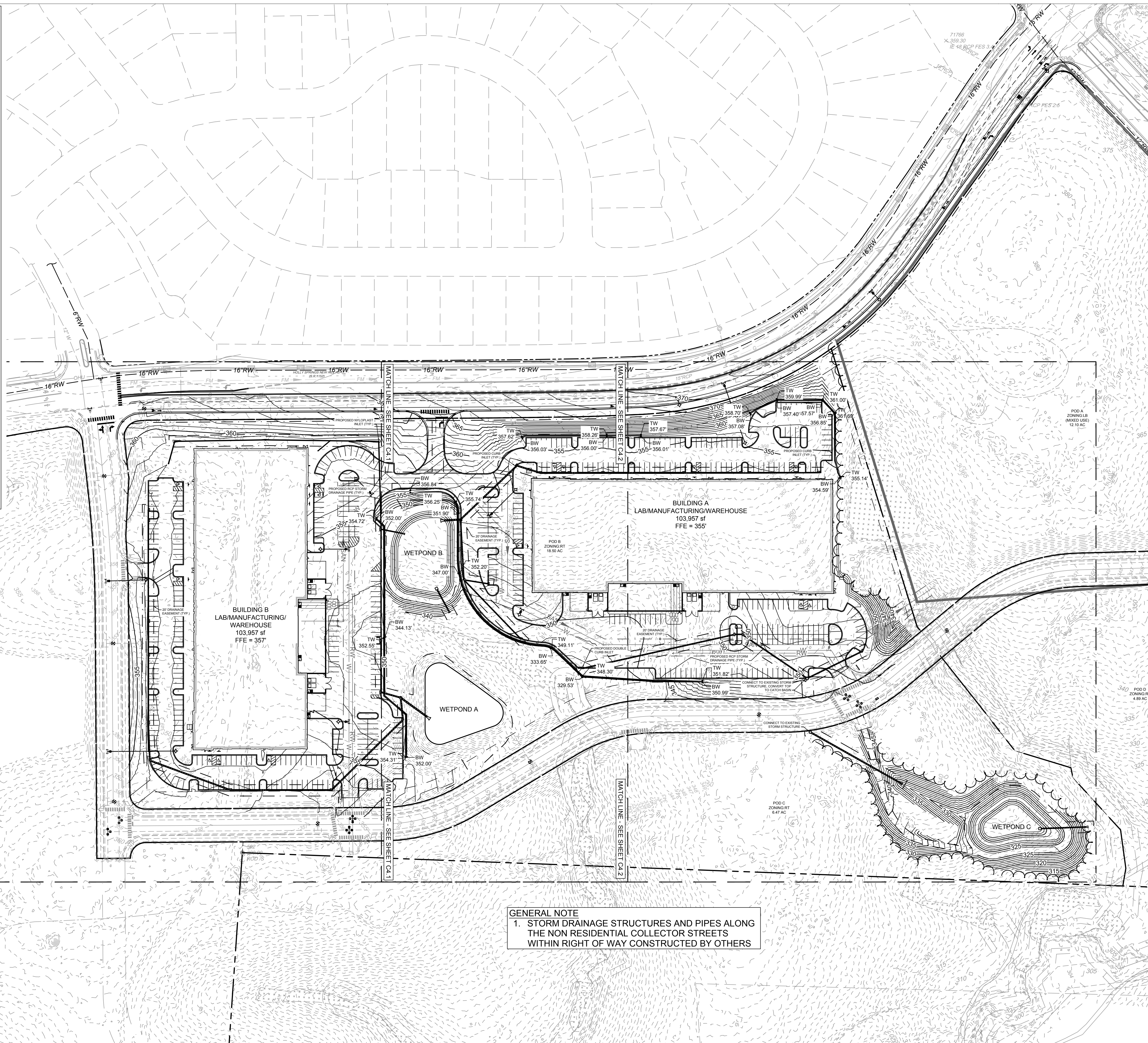
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TIMMONS GROUP

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17. ALL CATCH BASINS MUST BE MARKED "DUMP NO WASTE DRAINS TO STREAM" OR EQUIVALENT.



GENERAL NOTE 1. STORM DRAINAGE STRUCTURES AND PIPES ALONG THE NON RESIDENTIAL COLLECTOR STREETS WITHIN RIGHT OF WAY CONSTRUCTED BY OTHERS
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DATE
04/16/2021

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W. ALTMAN

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OAKVIEW PHASE I

WAKE COUNTY - NORTH CAROLINA

OVERALL GRADING & DRAINAGE PLAN

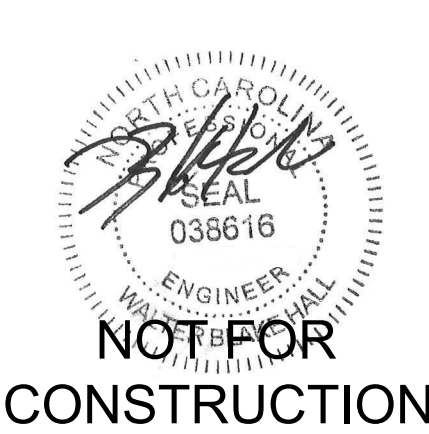
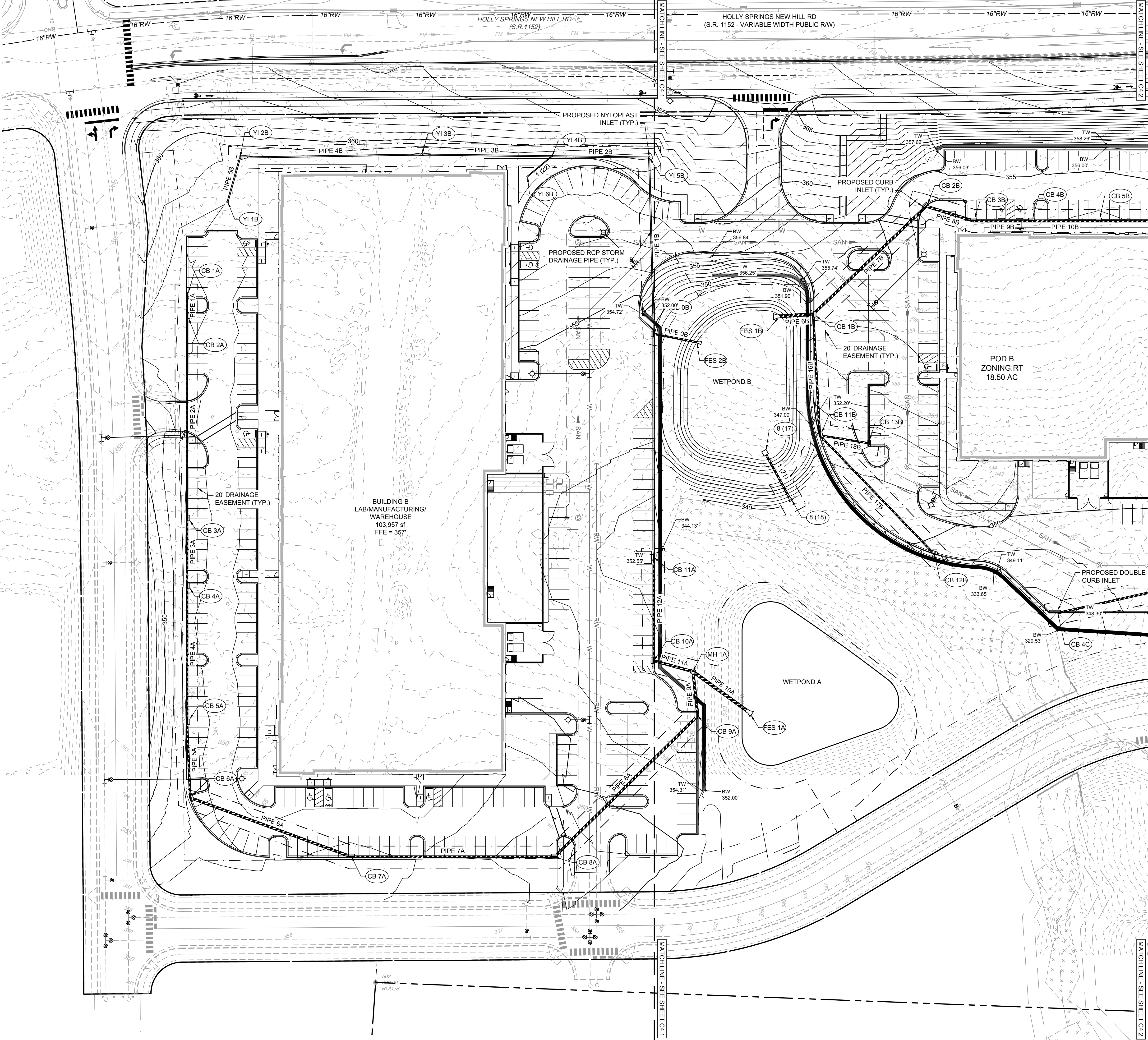
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B HALL

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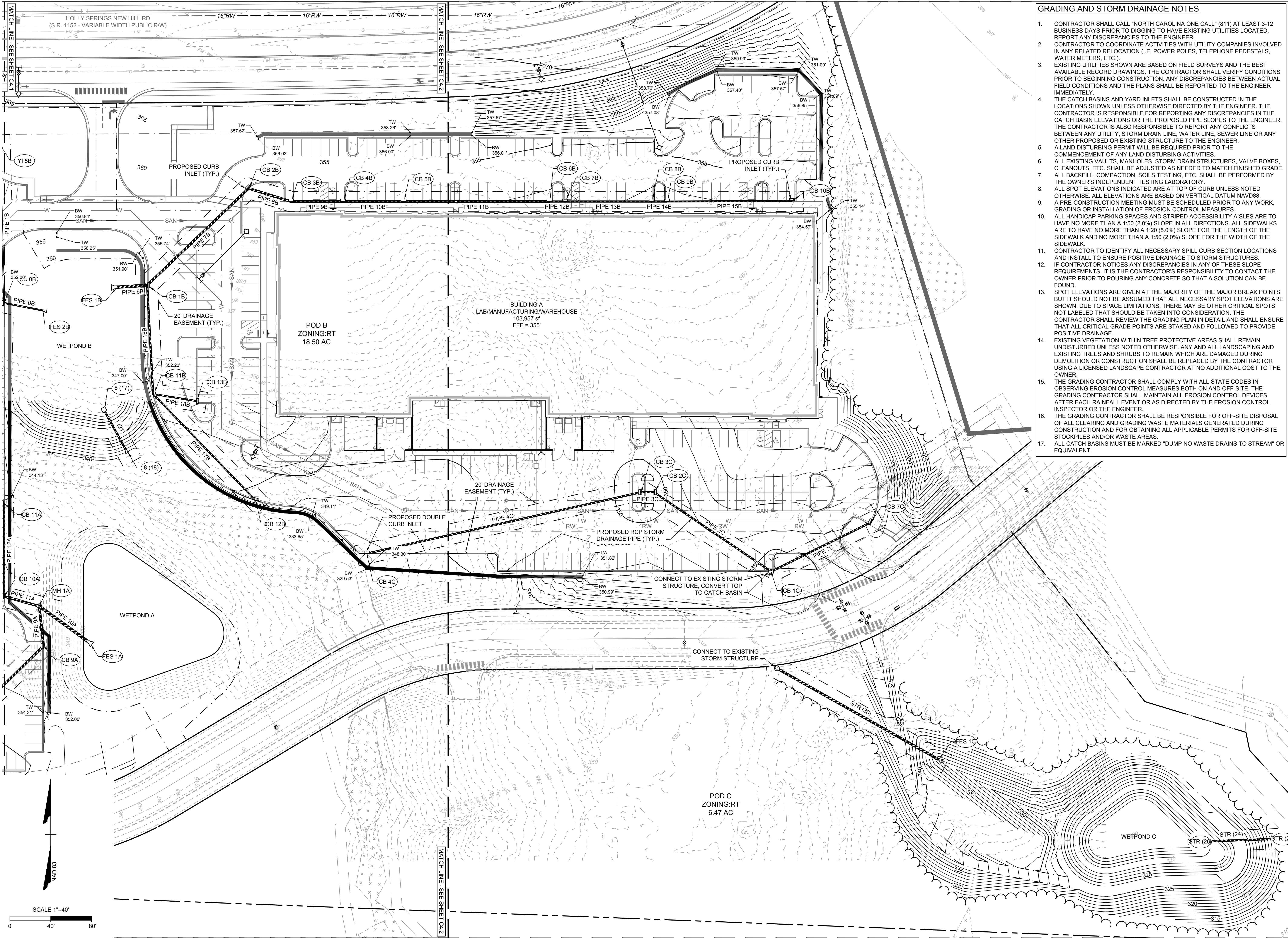
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OAKVIEW PHASE I
WAKE COUNTY - NORTH CAROLINA
GRADING AND DRAINAGE PLAN INSET

JOB NO.
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W ALTMAN	

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B HALL	

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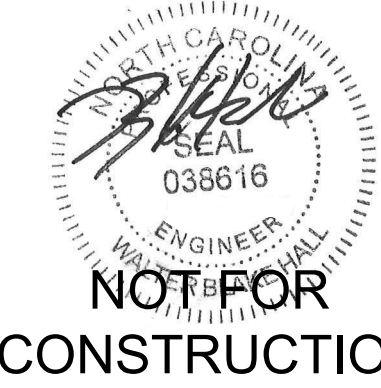
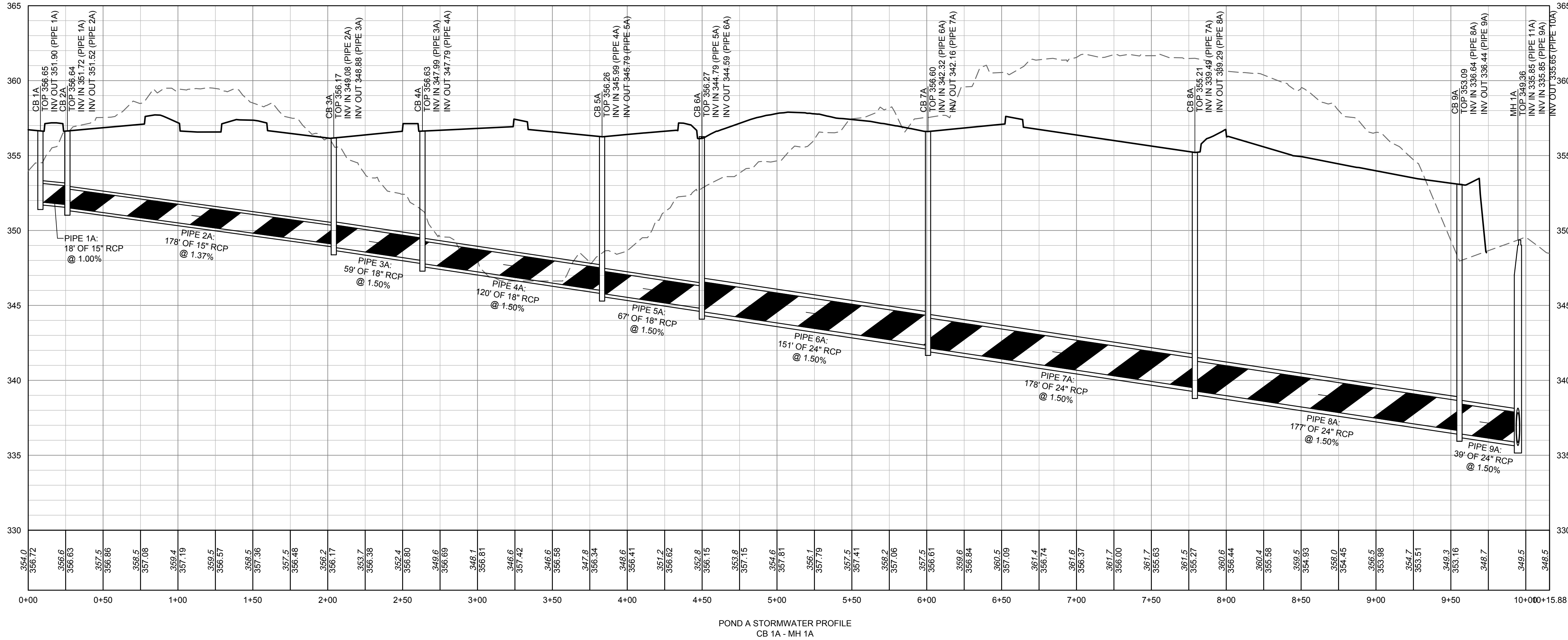
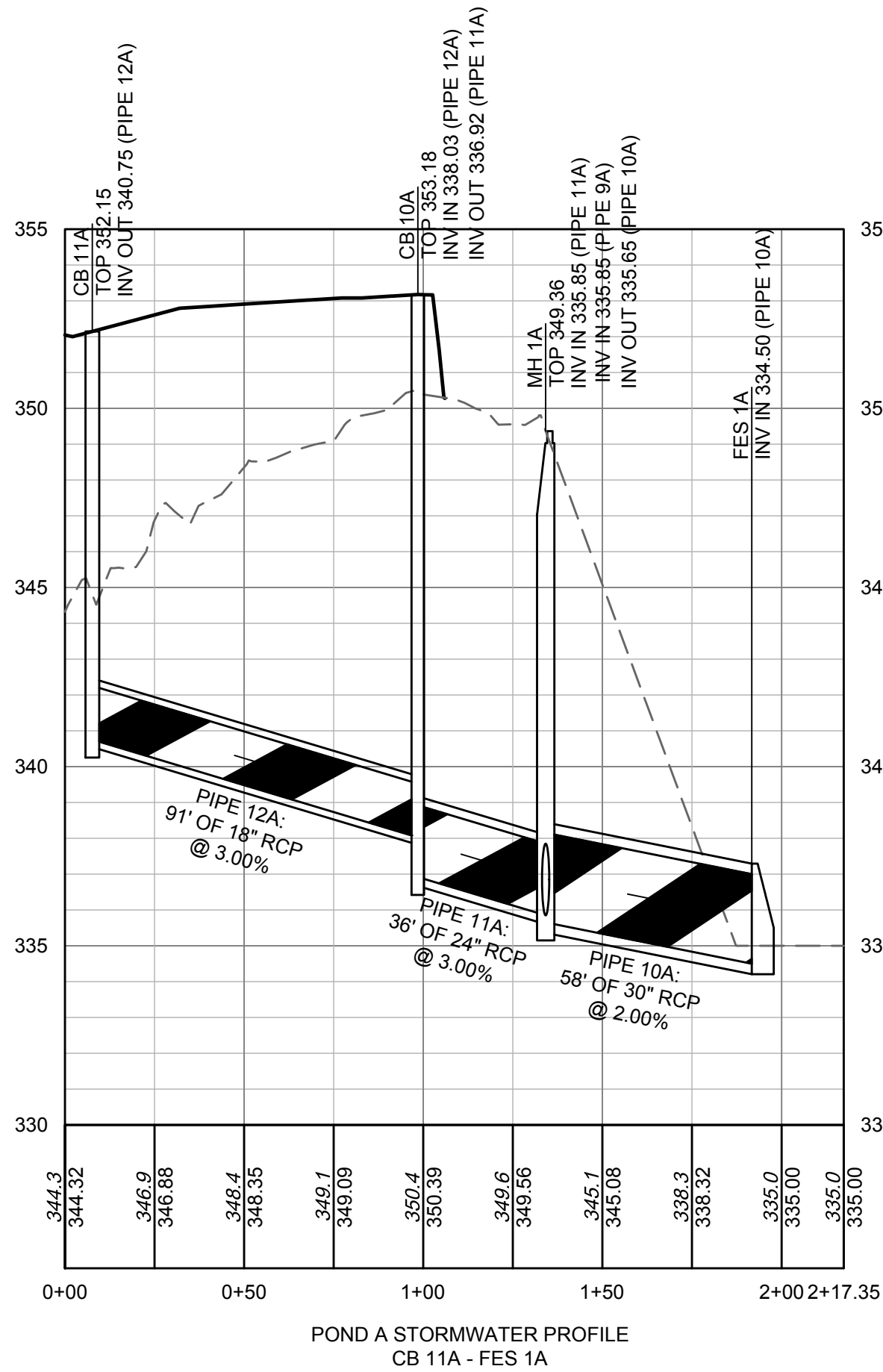
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OAKVIEW PHASE I
WAKE COUNTY - NORTH CAROLINA
GRADING AND DRAINAGE PLAN INSET

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OAKVIEW PHASE I
WAKE COUNTY - NORTH CAROLINA
POND A STORMWATER PROFILES

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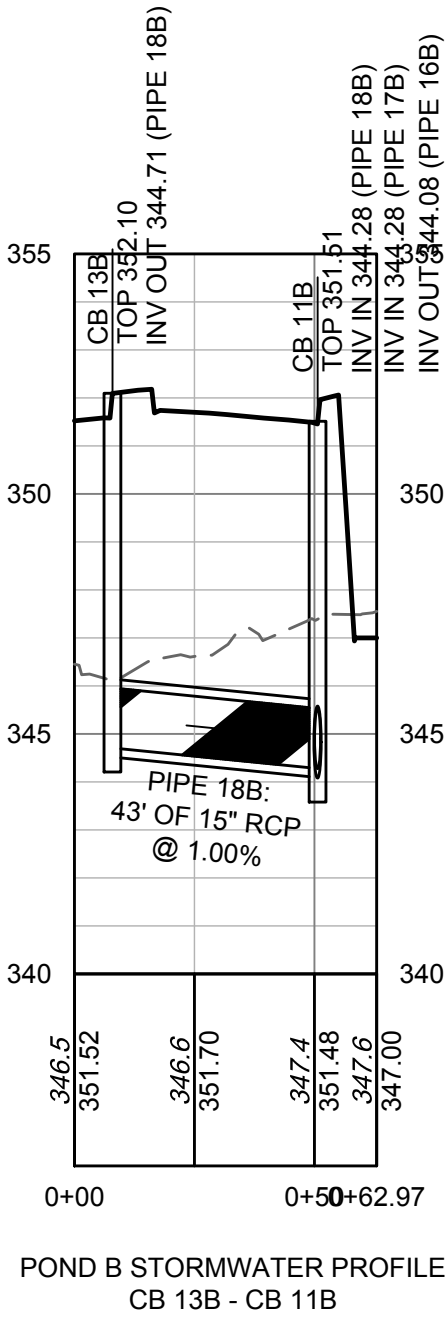
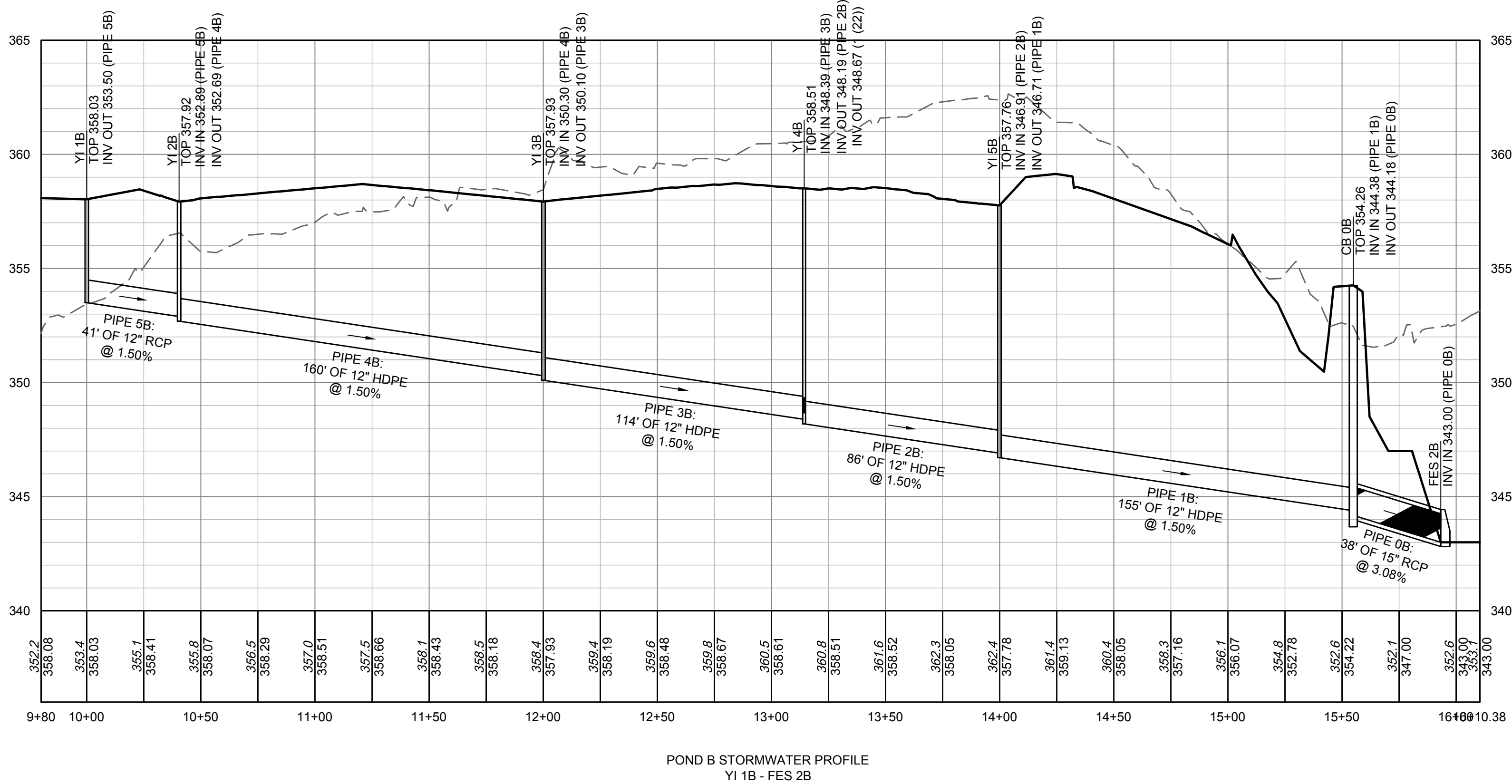
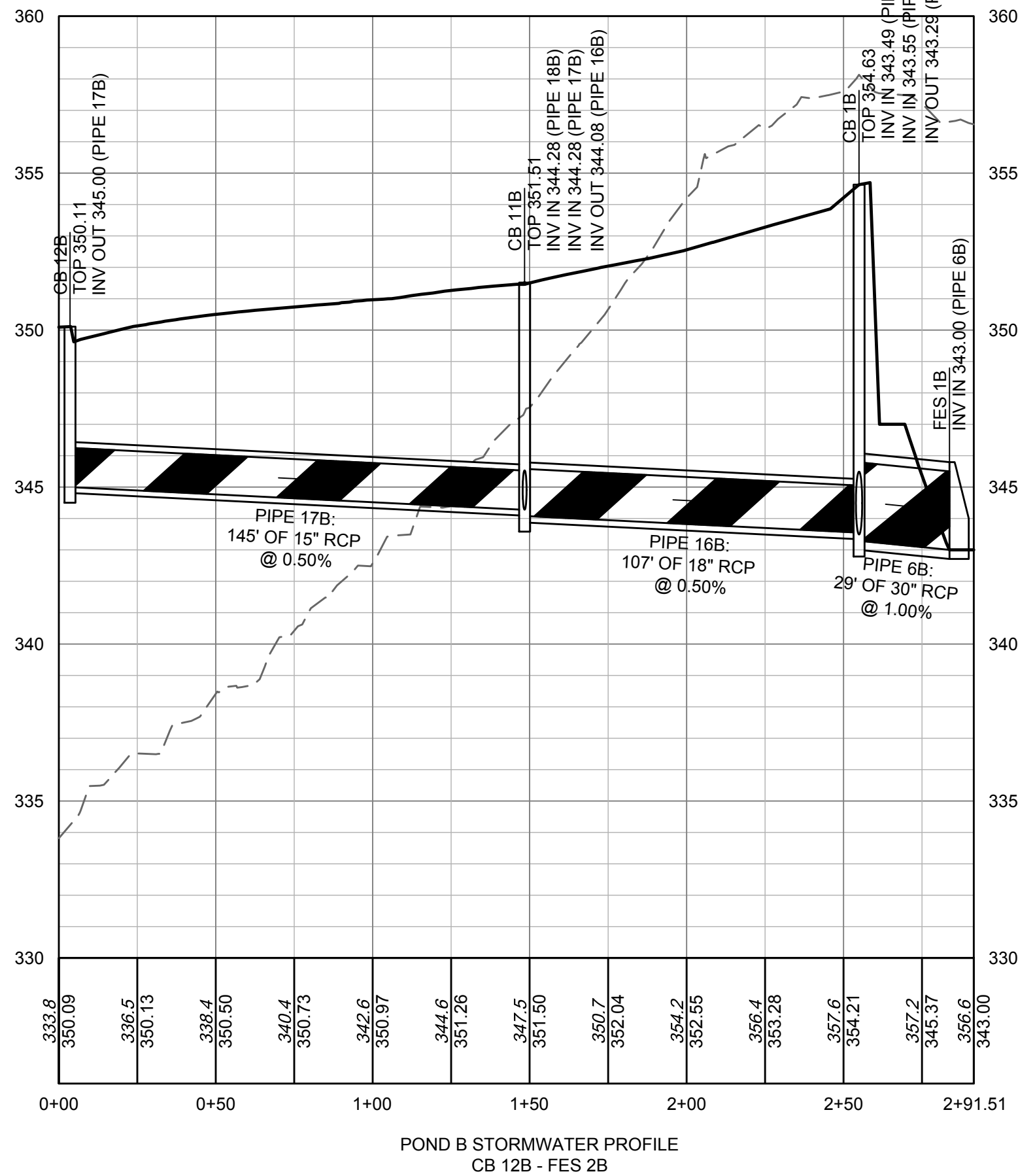
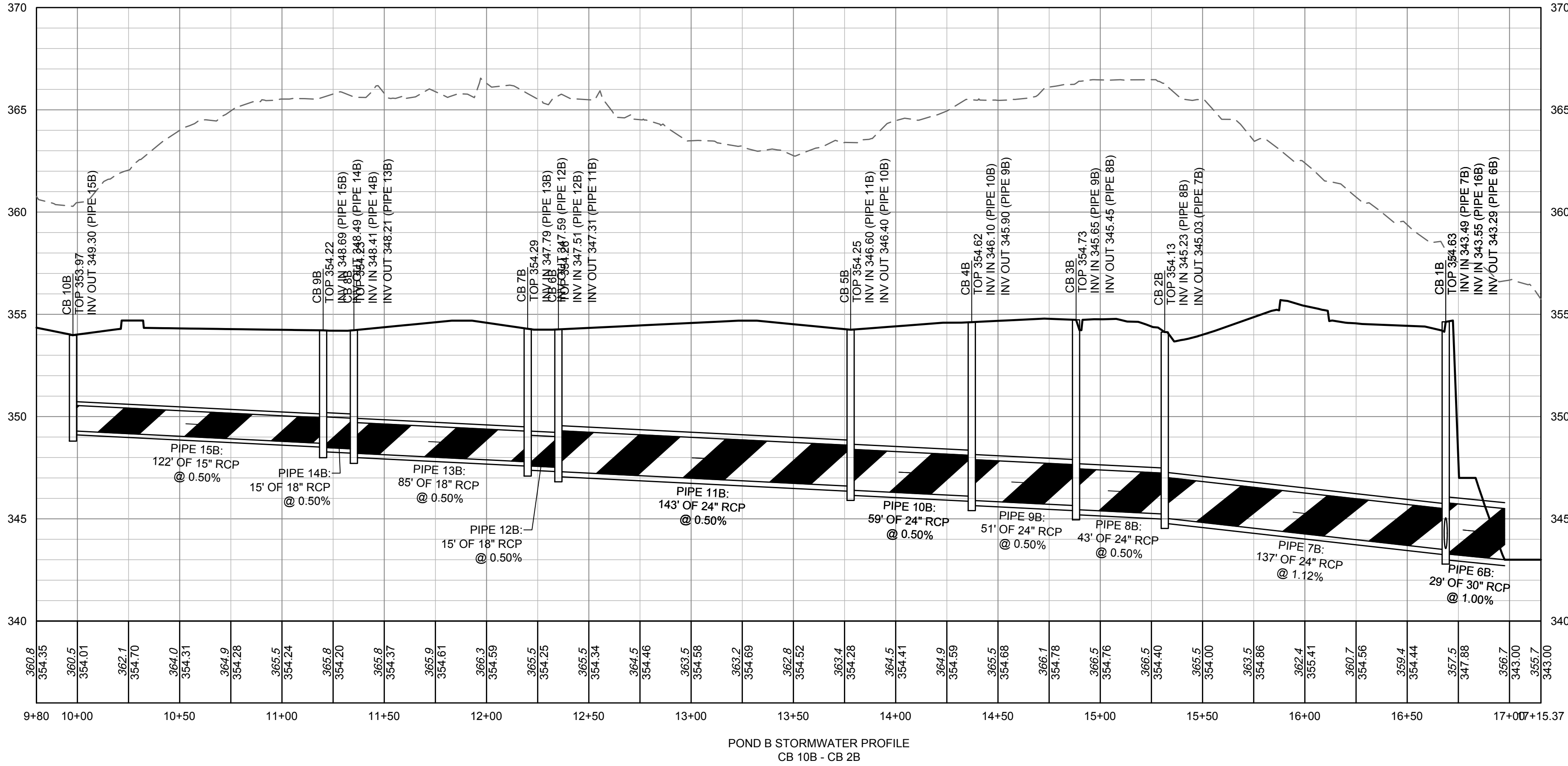
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DATE		SCALE	
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OAKVIEW PHASE I
WAKE COUNTY - NORTH CAROLINA
POND B STORMWATER PROFILES

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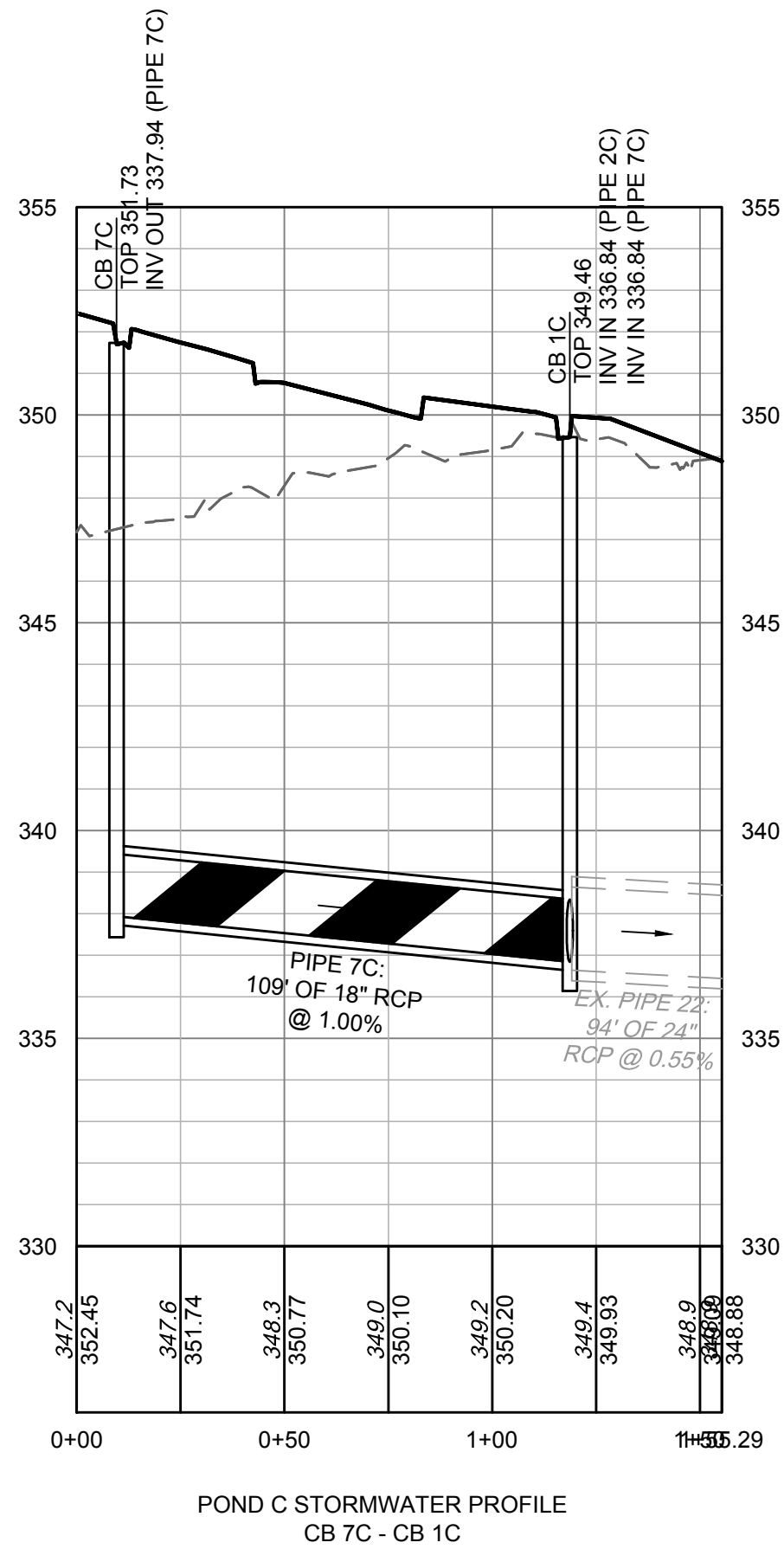
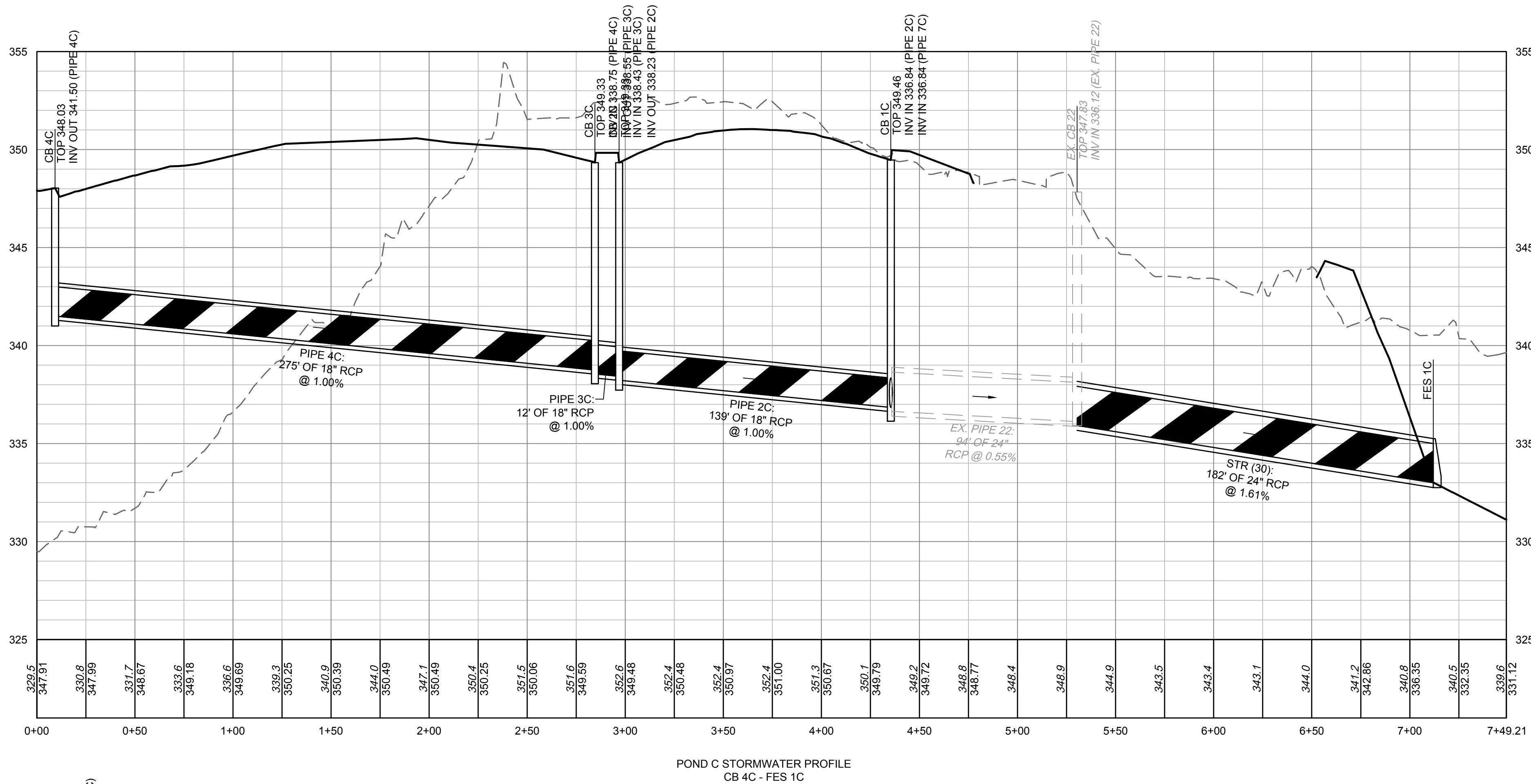
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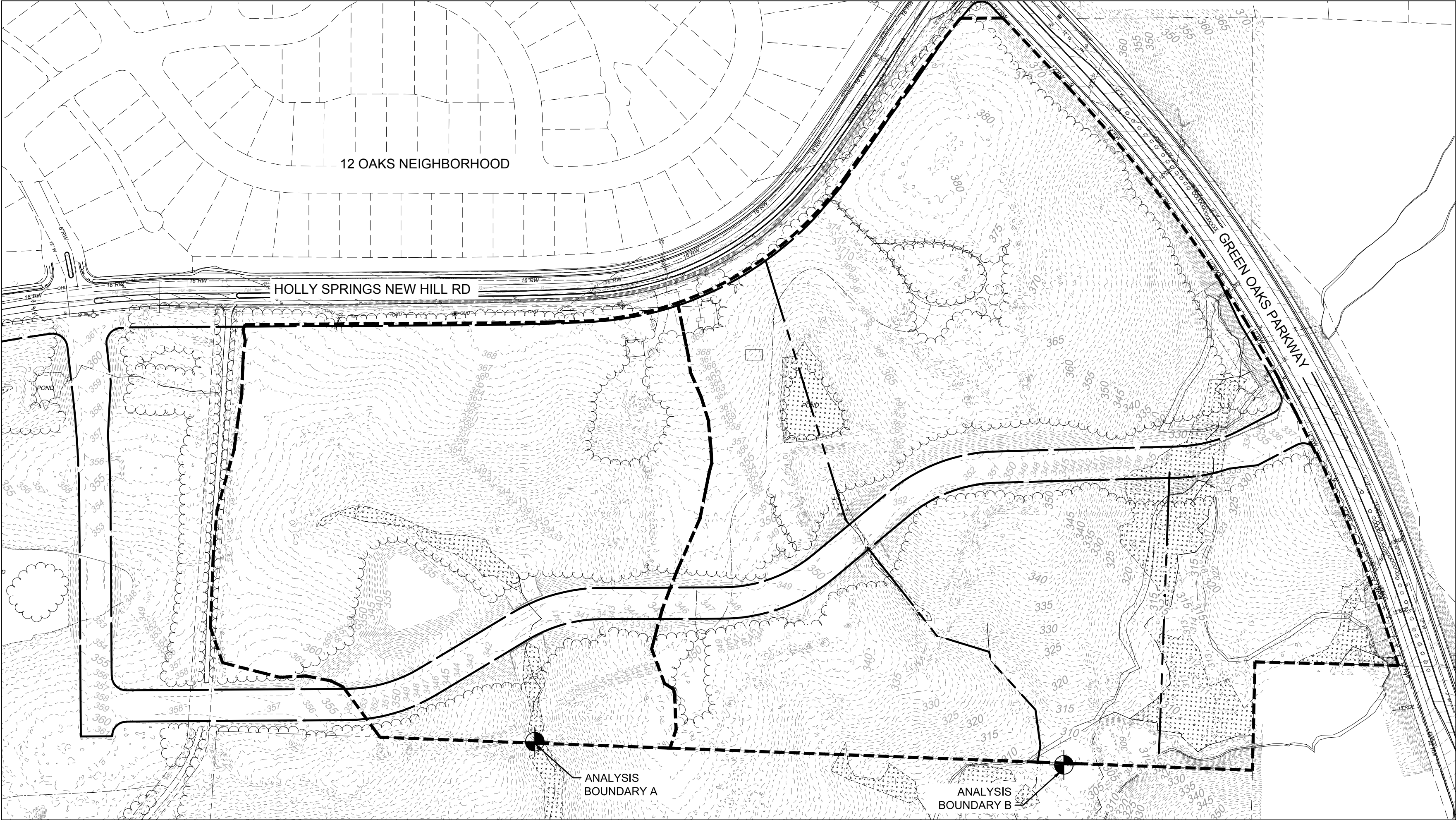
TIMMONS GROUP

OAKVIEW PHASE I
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POND C STORMWATER PROFILES

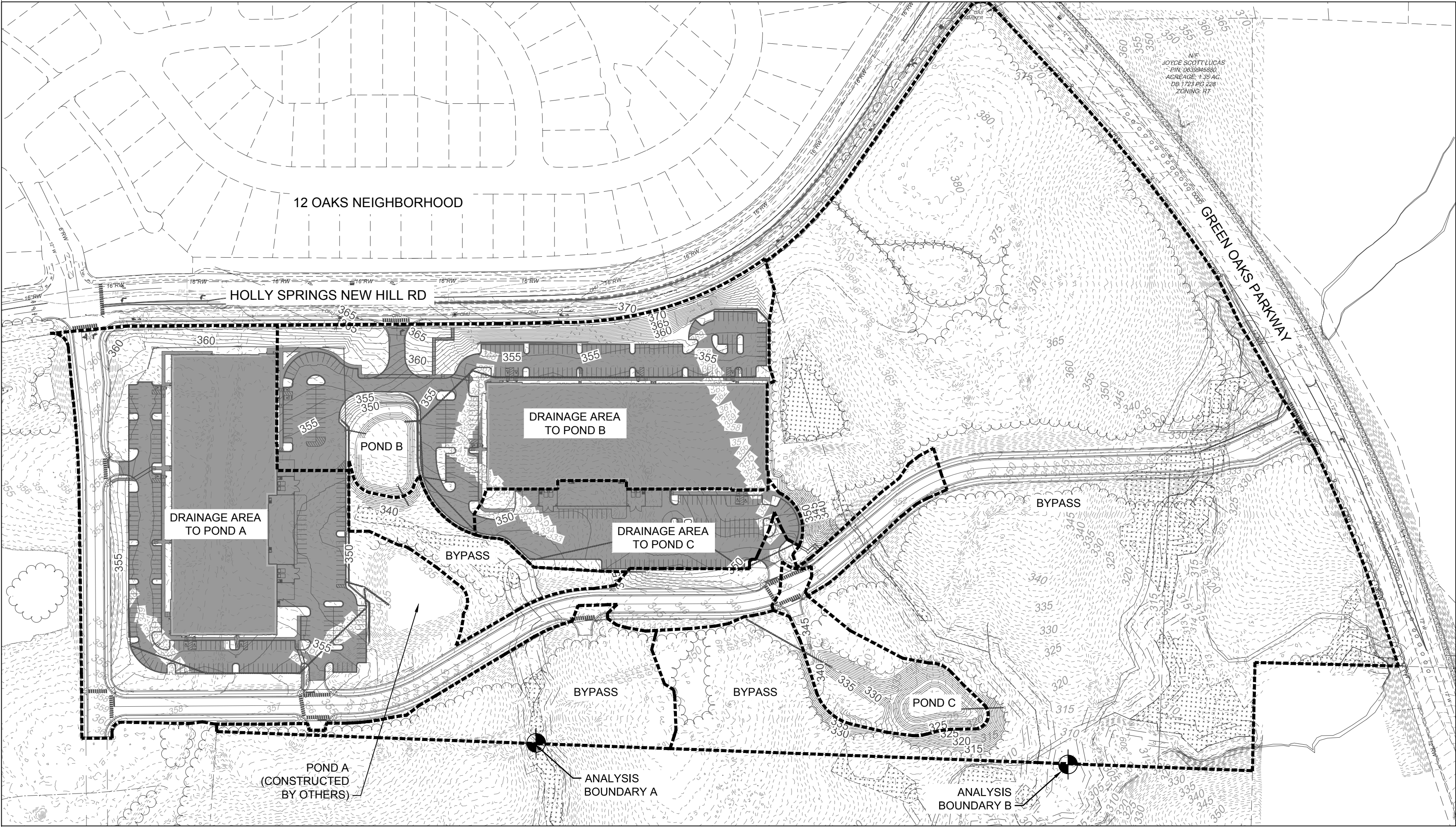
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PRE DEVELOPMENT



POST DEVELOPMENT

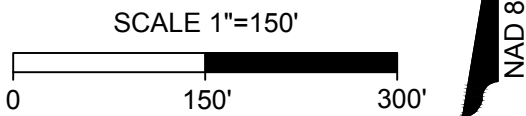
IMPERVIOUS DATA		
POND A	POND B	POND C
7.02 ACRES	4.97 ACRES	1.55 AC

LAND USE SUMMARY		
LANDUSE	EXISTING AREA (SF)	PROPOSED AREA (SF)
IMPERVIOUS	0	745,476
WOODED	1,960,200	1,218,809
DRAINAGE AREA BOUNDARY	1,960,200 (TOTAL) (45 ACRES)	1,964,285 (TOTAL) (45 ACRES)

LEGEND

DRAINAGE AREA BOUNDARY

IMPERVIOUS



038616

ENGINEER

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W ALTMAN	
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B HALL	
SCALE	
AS SHOWN	

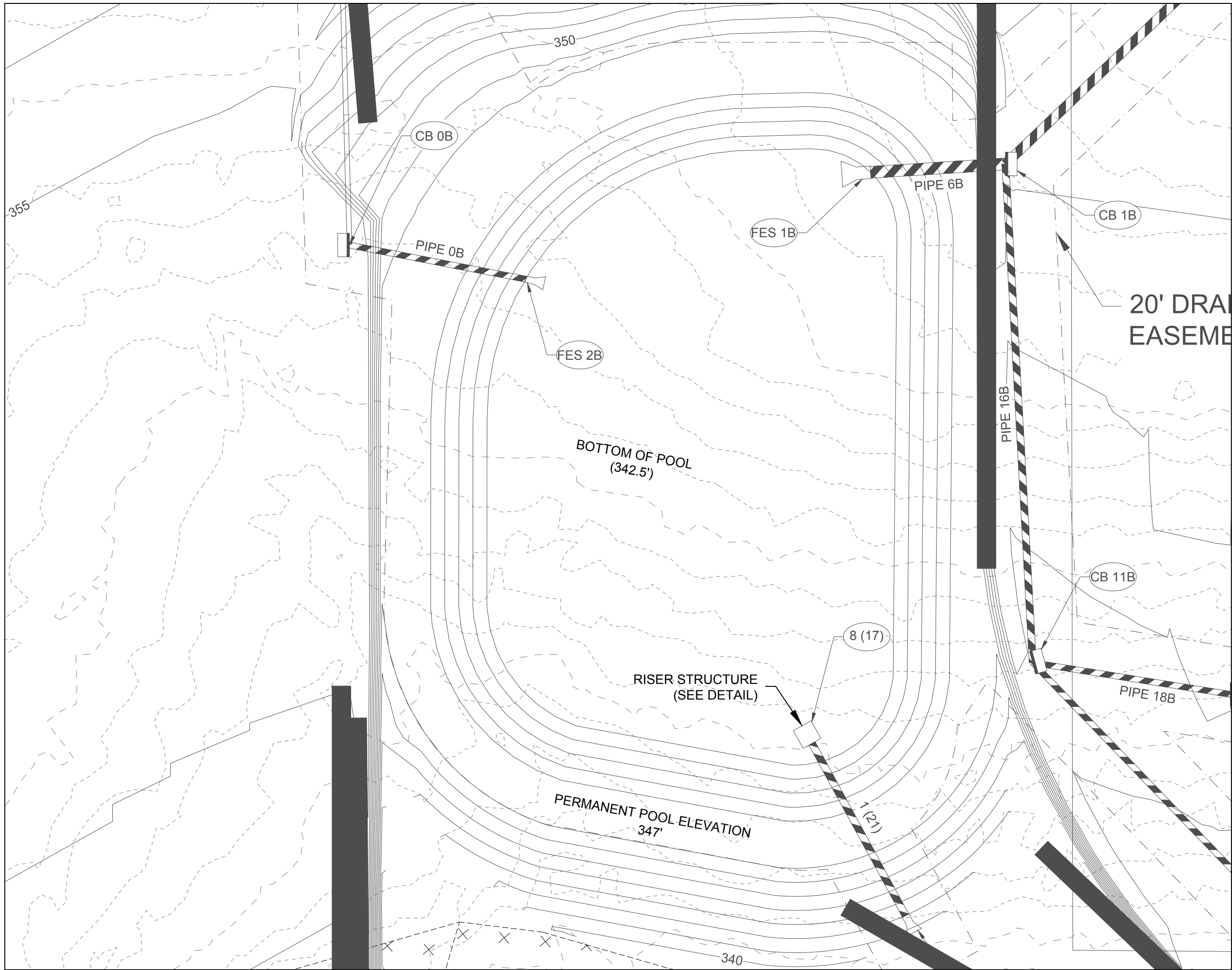
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OAKVIEW PHASE I
WAKE COUNTY - NORTH CAROLINA
STORMWATER COMPLIANCE PLAN

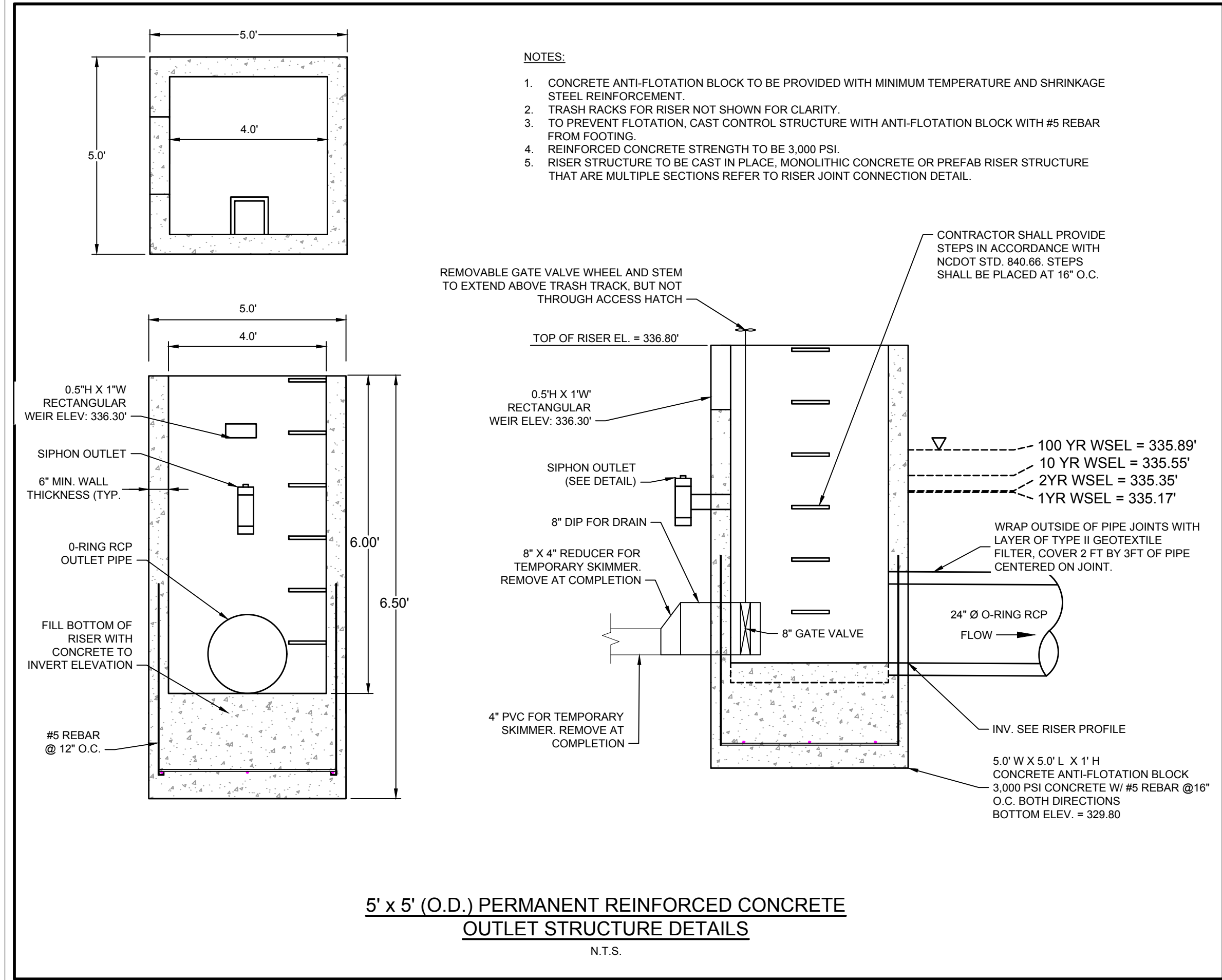
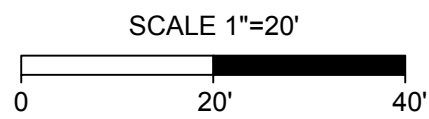
JOB NO.
46886

SHEET NO.
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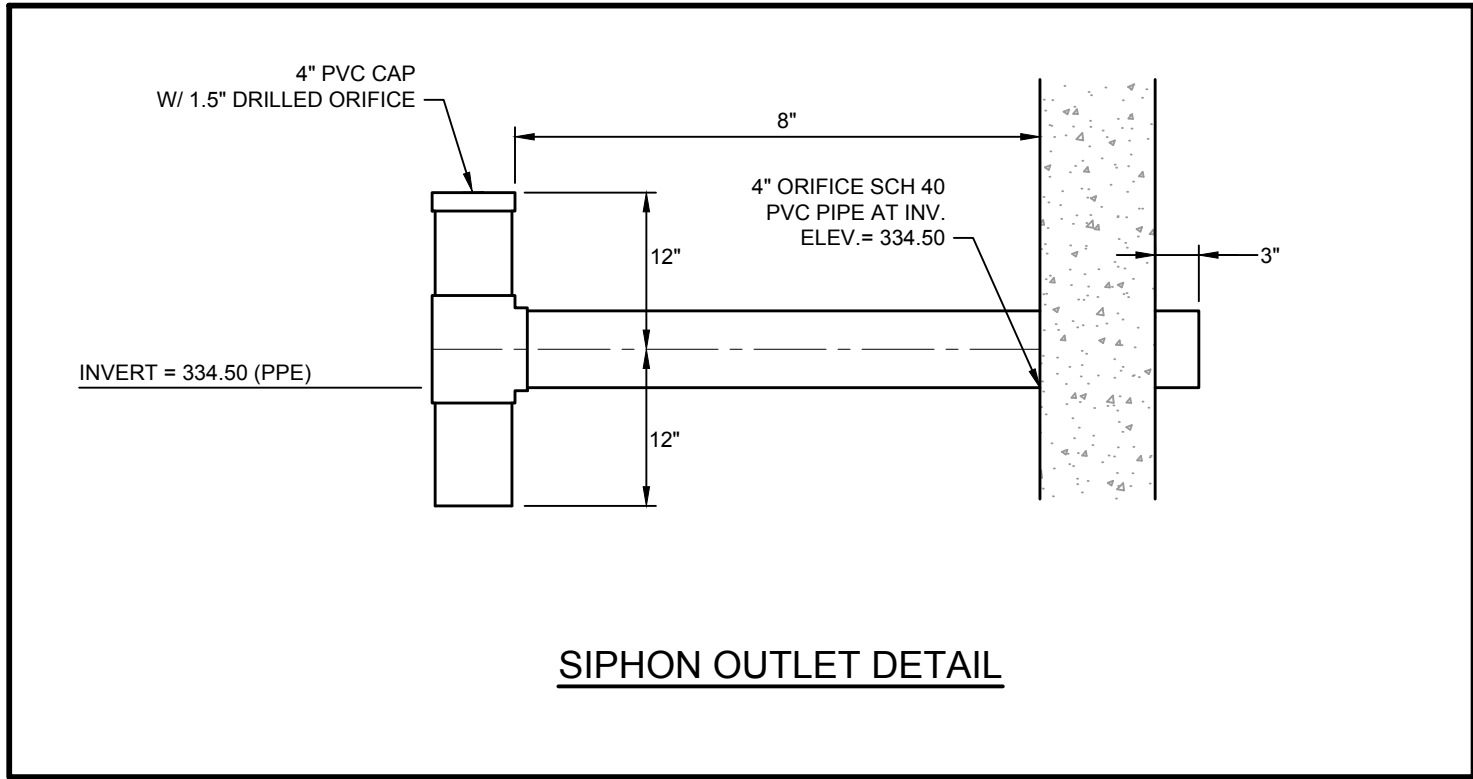


WET POND B PLAN VIEW

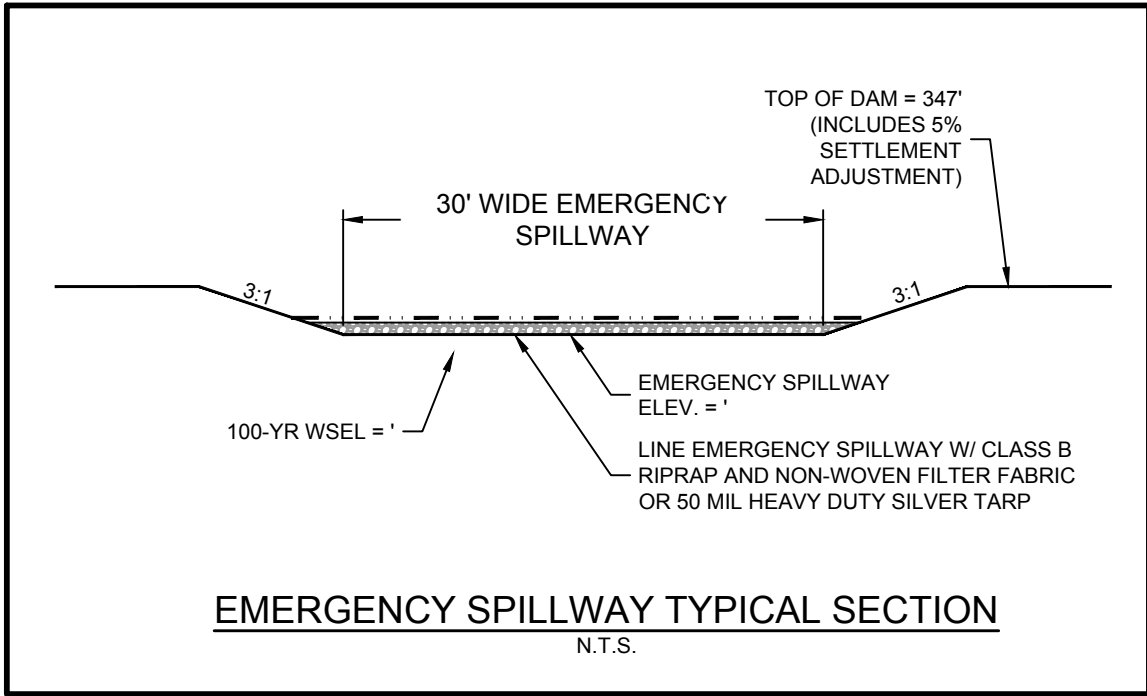


WET DETENTION BASIN CONSTRUCTION SEQUENCE:

- IF THE WET DETENTION BASIN IS USED AS A SEDIMENT TRAP DURING CONSTRUCTION, ALL SEDIMENT DEPOSITED DURING CONSTRUCTION MUST BE REMOVED. EROSION FEATURES MUST BE REPAIRED, AND THE VEGETATED SHELF MUST BE RESTORED, BEFORE OPERATION AS A STORMWATER SCM BEGINS.
- DO NOT BEGIN CONSTRUCTION OF WET DETENTION BASIN AREAS UNTIL SITE CONSTRUCTION IS COMPLETE. ALL PARKING SURFACES ARE PAVED, AND THE ENTIRE SITE HAS BEEN ESTABLISHED WITH A GOOD STAND OF GRASS.
- ALL EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE IN PLACE AND THE SLOPES DRAINING TO THE WET DETENTION BASIN AREA SHALL BE STABILIZED BEFORE CONSTRUCTION OF THE WET DETENTION BASIN BEGINS.
- INSTALL TEMPORARY SILT FENCE AROUND THE WET DETENTION BASIN AREA AS NEEDED.
- EXCAVATE WET DETENTION BASIN AREA, PER THE GRADES AND DETAILED ELEVATIONS SHOWN ON THE CONSTRUCTION PLANS.
- CONTACT ENGINEER SO AN AS-BUILT SURVEY CAN BE PERFORMED OF THE WET DETENTION BASIN.
- INSTALL ANY REMAINING STORM DRAINAGE PIPES AND INLETS.
- FINE GRADE THE SIDE SLOPES OF THE WET DETENTION BASIN AREA. DRESS UP VELOCITY DISSIPATER AS NEEDED PER THE PLANS.
- INSTALL GRASS PER GRASS SPECIFICATIONS.
- PLANT ALL PROPOSED VEGETATION PER WET DETENTION BASIN PLANTING PLAN. CONTACT THE PROJECT LANDSCAPE ARCHITECT TO COORDINATE AS NEEDED.
- FINE GRADE, SEED AND STABILIZE ANY REMAINING DISTURBED AREAS AROUND THE OUTSIDE OF THE WET DETENTION BASIN AREA.
- UPON COMPLETION OF WORK, CONTACT THE PROJECT ENGINEER AND LANDSCAPE ARCHITECT FOR AN INSPECTION AND TO BEGIN THE AS-BUILT CERTIFICATION PROCESS. AN AS-BUILT SURVEY OF ALL ASPECTS OF THIS FACILITY WILL BE PERFORMED BY THE ENGINEER. CERTIFICATIONS WILL NOT BE ISSUED IF THE SCM DOES NOT MEET OR EXCEED THE REQUIREMENTS CONTAINED IN THE CONSTRUCTION DOCUMENTS. SHOULD REMEDIAL WORK BE REQUIRED, ALL COSTS ASSOCIATED WITH THE REMEDIAL WORK INCLUDING RE-SURVEY AND RE-INSPECTIONS WILL BE BORNE BY THE CONTRACTOR.



SIPHON OUTLET DETAIL



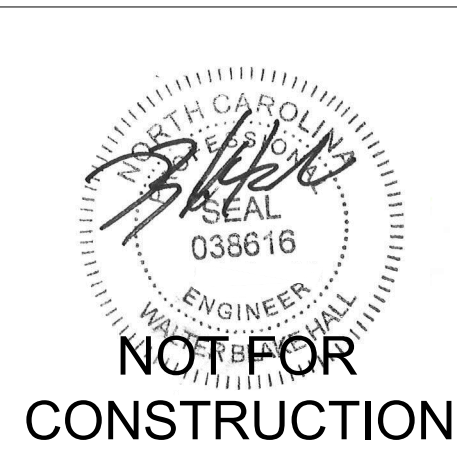
EMERGENCY SPILLWAY TYPICAL SECTION
N.T.S.

TOWN OF HOLLY SPRINGS
STORMWATER STRUCTURAL BEST MANAGEMENT PRACTICE (SCM) INSTALLATION SEQUENCE, FOR
CONVERSION FROM AN E&SC DEVICE

THE BASIC INSTALLATION SEQUENCE ON PROJECTS FOR E&SC DEVICES THAT ARE TO BE CONVERTED TO PERMANENT STRUCTURAL SCMs SHALL BE ROUGHLY AS FOLLOWS. THIS SEQUENCE SHOULD BE MODIFIED AS NEEDED FOR EACH SPECIFIC INSTALLATION. THE SPECIFIC SEQUENCE WILL BE APPROVED WITH THE CONSTRUCTION DRAWING/EROSION CONTROL PLAN FOR THE SITE.

NOTE: AN INDIVIDUAL INSTALLATION SEQUENCE WILL BE REQUIRED FOR EACH STRUCTURAL SCM.

- ATTEND PRE-CONSTRUCTION CONFERENCE.
- OBTAIN ENVIRONMENTAL DEVELOPMENT PERMIT.
- INSTALL TREE PROTECTION ON SITE.
- INSTALL ALL EROSION CONTROL MEASURES AS SHOWN ON THE APPROVED PLAN.
- CALL FOR ON-SITE INSPECTION BY ENGINEERING DEPARTMENT DEVELOPMENT INSPECTOR (DI) (919-557-3938) TO OBTAIN CERTIFICATE OF COMPLIANCE. THE FIRST ENGINEER CERTIFICATION FOR THE BASIN(S) MUST BE RECEIVED AND APPROVED BY ET OF THE TOWN, BEFORE THE CERTIFICATE OF COMPLIANCE WILL BE ISSUED BY THE DI.
- PROCEED WITH GRADING.
- CLEAN SEDIMENT TRAPS AND BASINS WHEN ONE-HALF FULL AND CHECK FOR MAINTENANCE OF ALL EROSION CONTROL DEVICES WEEKLY OR AFTER EVERY 1/2" OF RAIN.
- SEED AND MULCH DENUDED AREA WITHIN 14 DAYS.
- MAINTAIN SOIL EROSION AND SEDIMENTATION CONTROL MEASURES UNTIL PERMANENT GROUND COVER IS ESTABLISHED.
- WHEN APPROPRIATE, CALL FOR ON-SITE MEETING WITH THE DEVELOPMENT INSPECTOR (DI) AND THE ENVIRONMENTAL TECHNICIAN (ET) TO OBTAIN APPROVAL FOR REMOVAL OF TEMPORARY EROSION CONTROL MEASURES. IF SITE OR DRAINAGE AREA IS AT LEAST 85% STABILIZED AND APPROVAL IS GRANTED, STRUCTURAL STORMWATER SCMs MAY BE INSTALLED.
- THE ET WILL PERFORM ROUTINE INSPECTIONS DURING INSTALLATION. THE DI WILL BE RESPONSIBLE FOR ENSURING EROSION CONTROL AND ANY NECESSARY BYPASS MEASURES FUNCTION.
- ONCE INSTALLATION IS COMPLETE, CONTACT THE ET FOR SCM SPECIFIC PUNCHLIST INSPECTION. ONCE ALL PUNCHLIST ITEMS ARE ADDRESSED, THE PERFORMANCE MONITORING PERIOD MAY BEGIN.
- THE FINANCIALLY RESPONSIBLE PARTY THAT INSTALLED THE SCM(S) WILL BE RESPONSIBLE FOR ENSURING THAT THE DEVICE FUNCTIONS PROPERLY AND ALL VEGETATION BECOMES ESTABLISHED DURING THIS TIME.
- AT THE END OF THE PERFORMANCE MONITORING PERIOD, CONTACT THE ET FOR A FINAL SCM SPECIFIC PUNCHLIST INSPECTION. BEFORE THE TOWN WILL ALLOW LONG-TERM OPERATIONS AND MAINTENANCE (O&M) TO TRANSFER TO THE HOAOWNER, ALL PUNCHLIST ITEMS MUST BE COMPLETED, INCLUDING, BUT NOT LIMITED TO: RECORDED PLAT SHOWING ALL APPLICABLE DRAINAGE EASEMENTS, SCM SPECIFIC AS-BUILTS (MYLAR AND CAD FORMAT), MAINTENANCE SURETY, AND A RECORDED O&M AGREEMENT.
- ONCE ALL SCM SPECIFIC PUNCHLIST ITEMS HAVE BEEN COMPLETED ND APPROVED BY THE ET, IF ALL OTHER EROSION CONTROL HAS BEEN SATISFIED, A CERTIFICATE OF COMPLETION MAY BE ISSUED BY THE DI.



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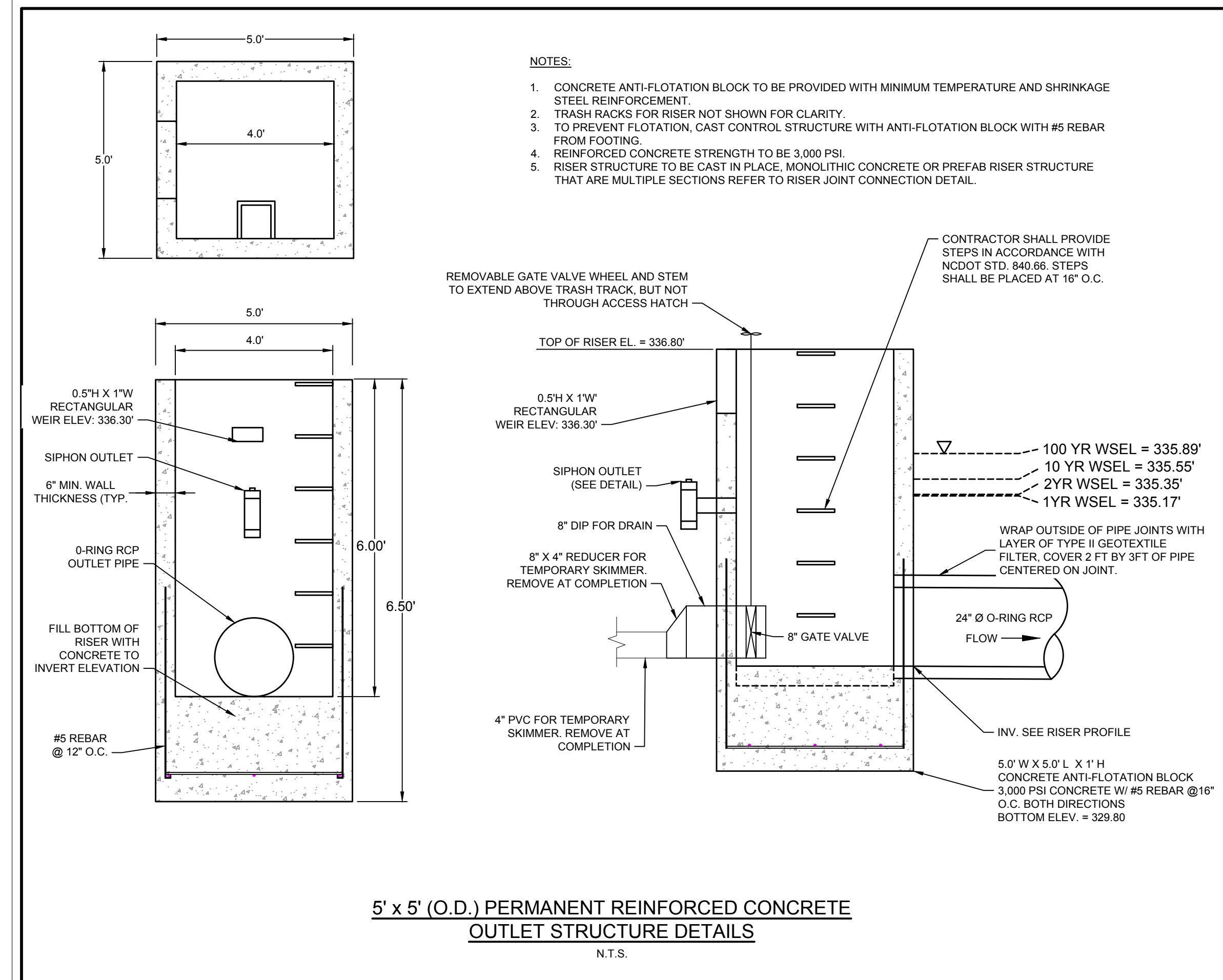
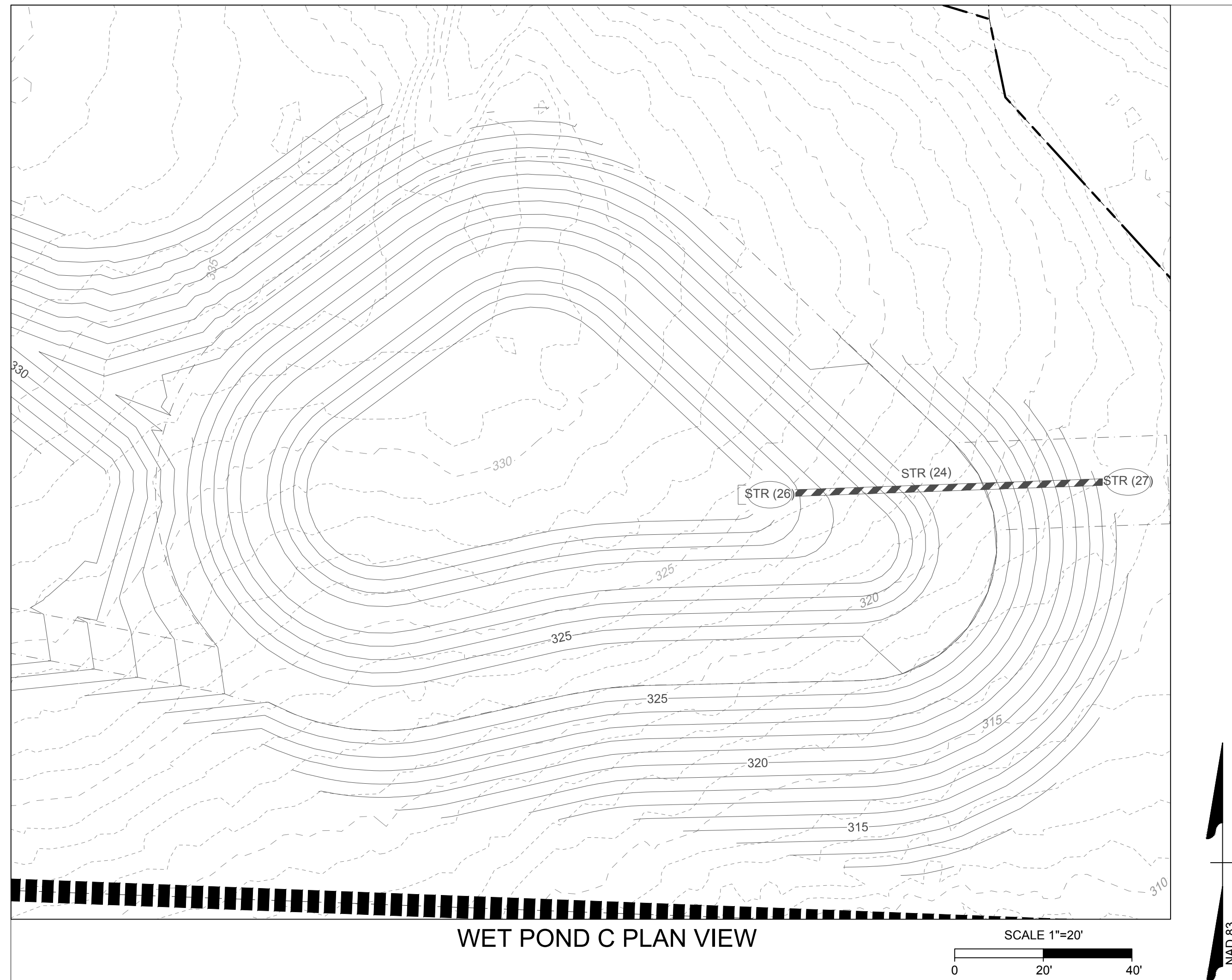
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WAKE COUNTY - NORTH CAROLINA
SCM DETAILS - POND B

JOB NO.	46886
SHEET NO.	C4.7

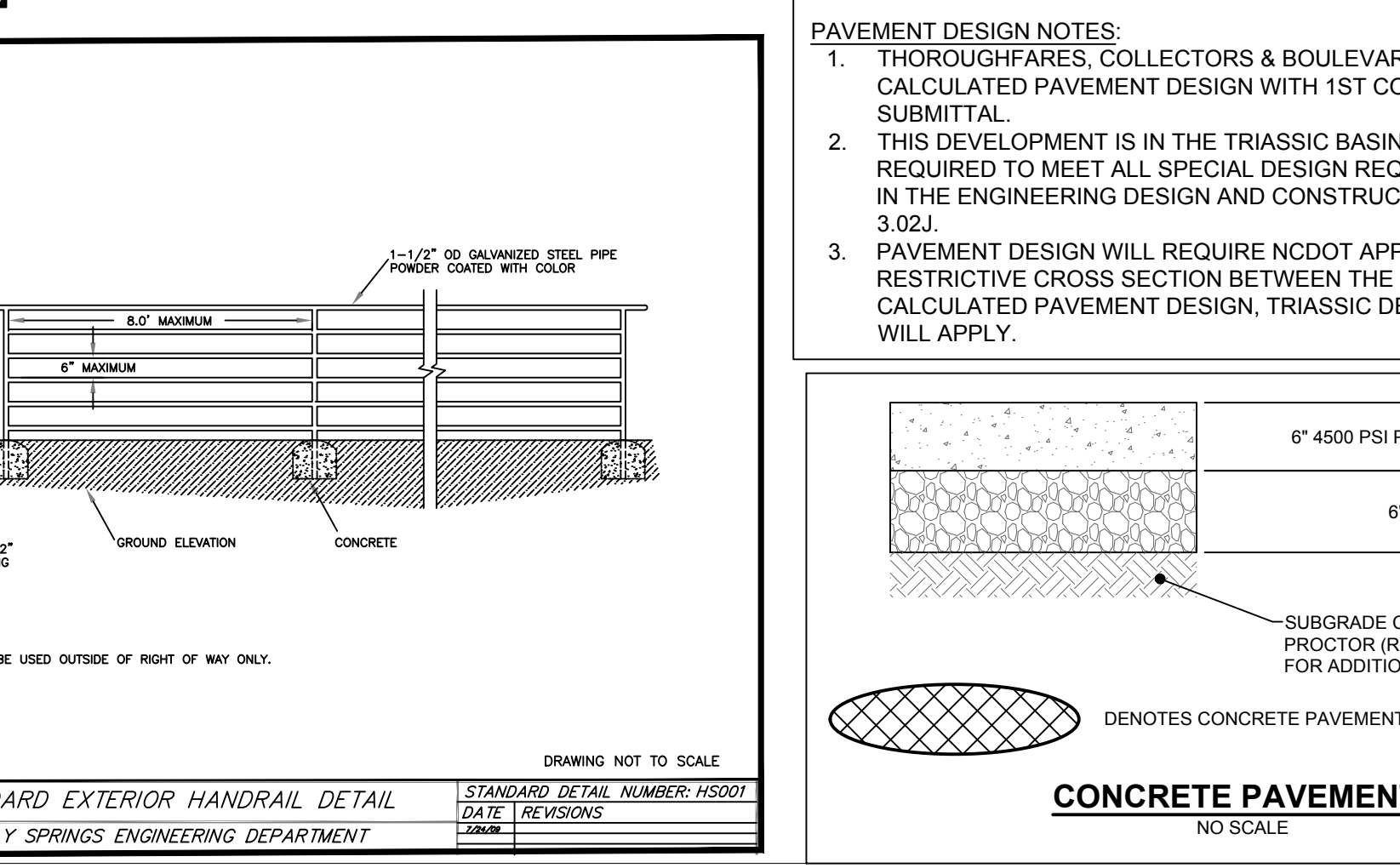
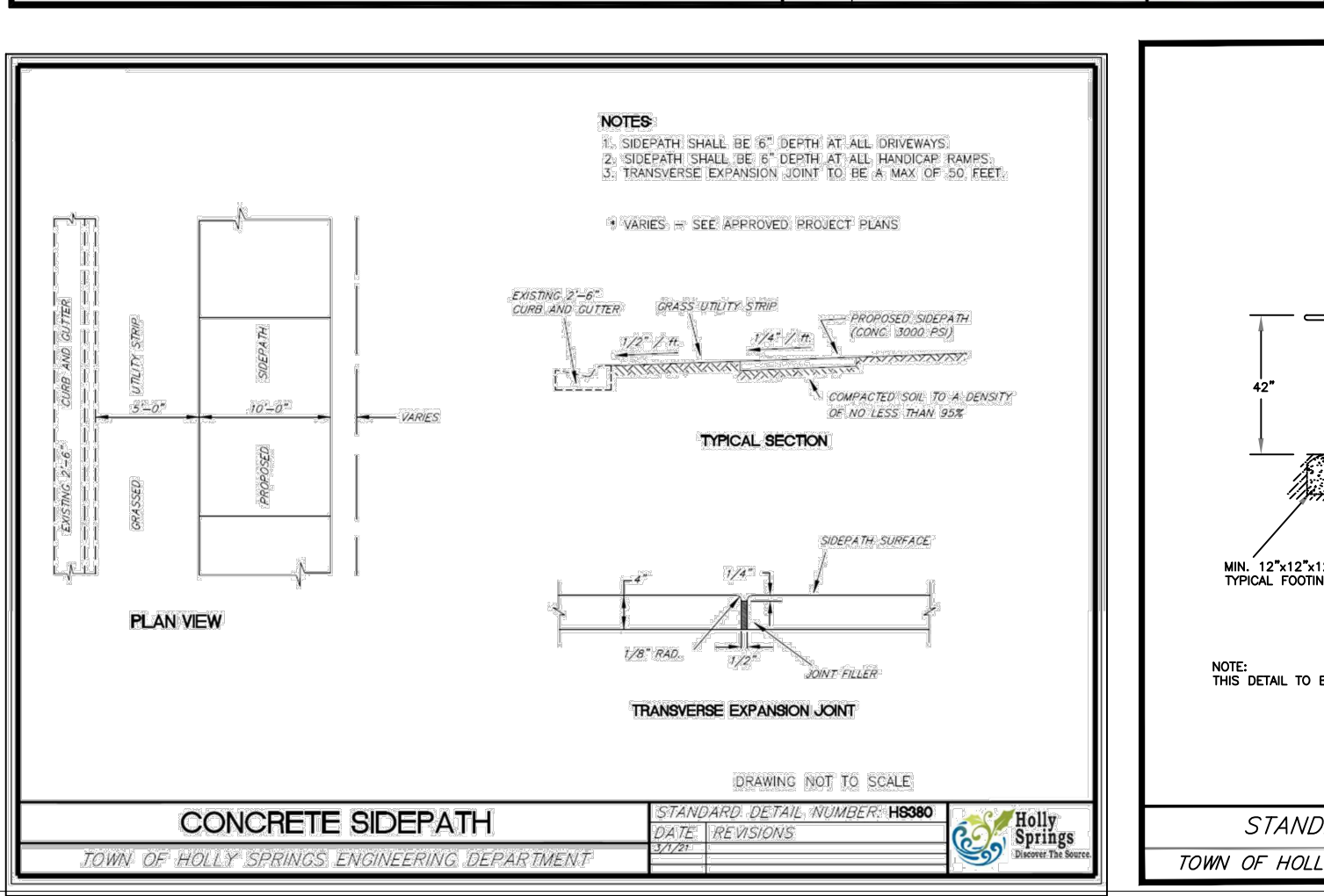
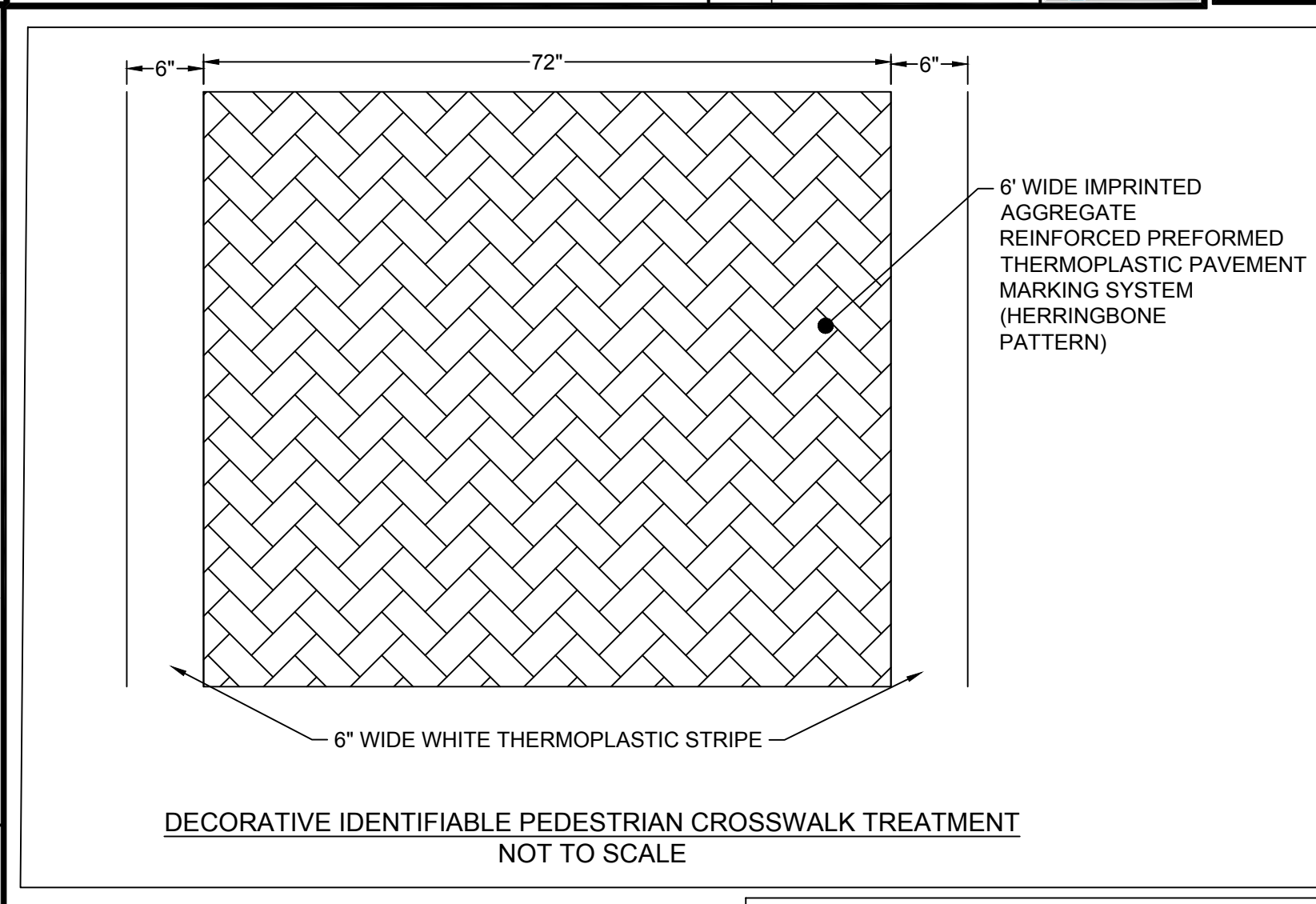
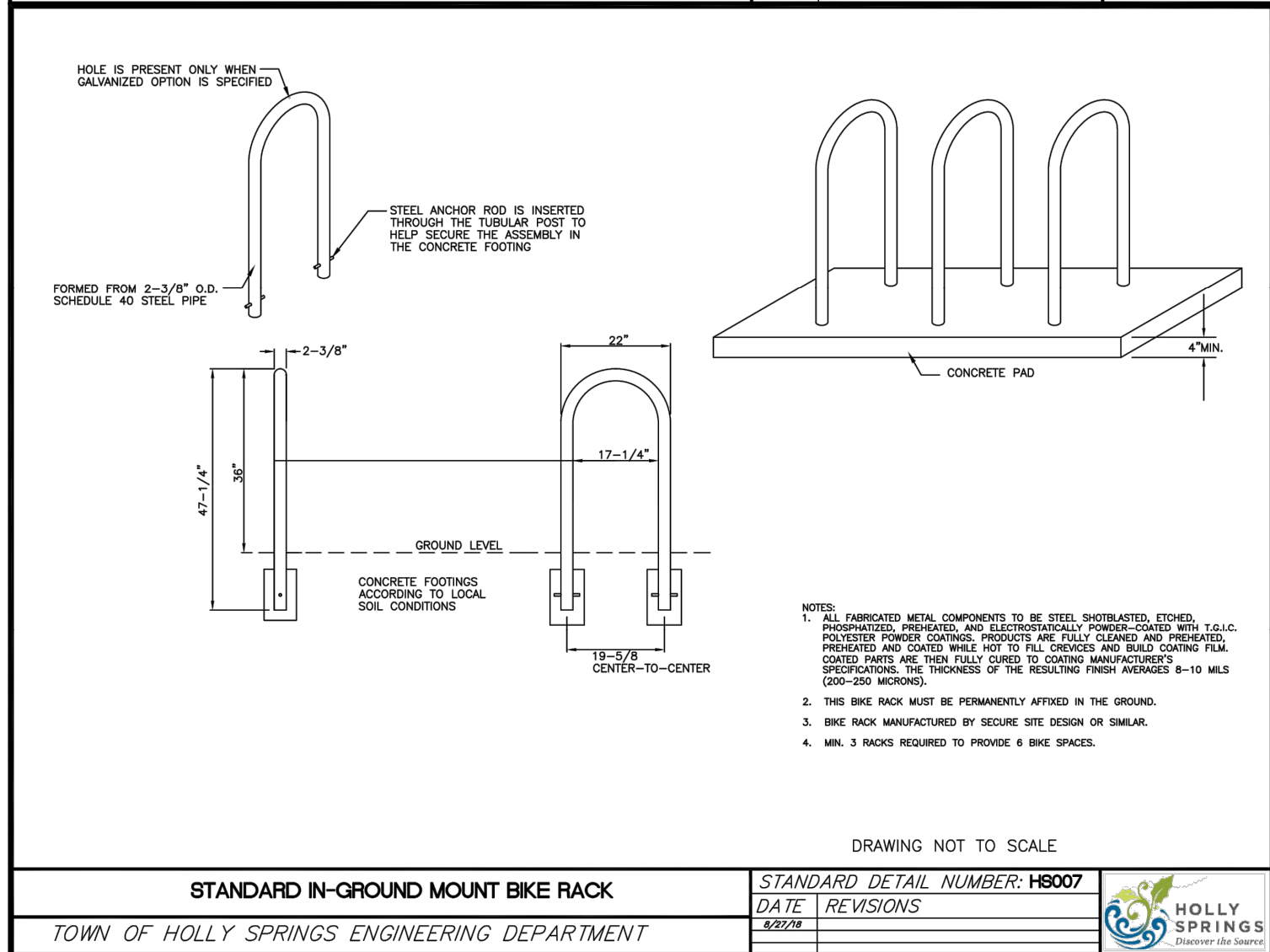
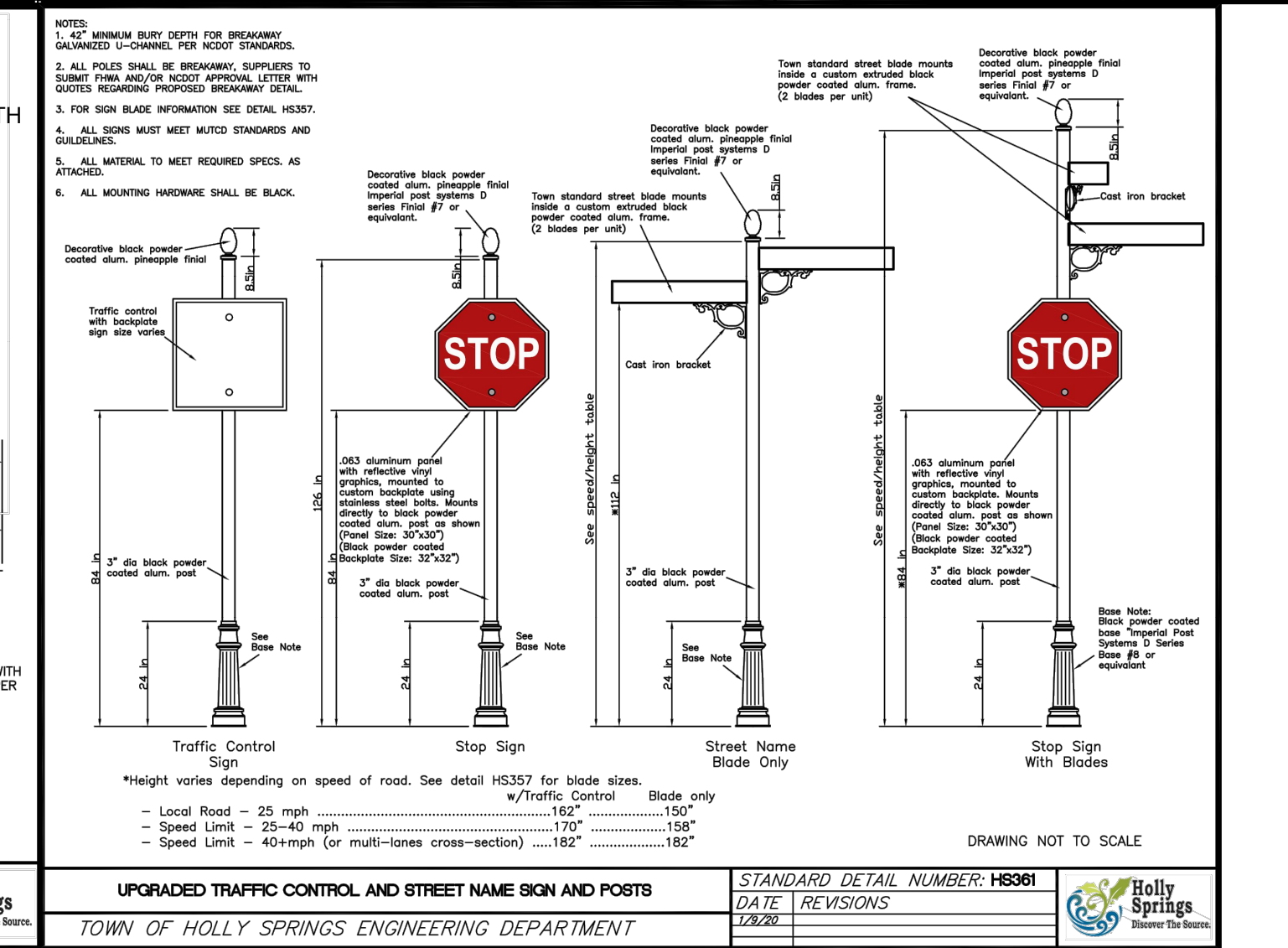
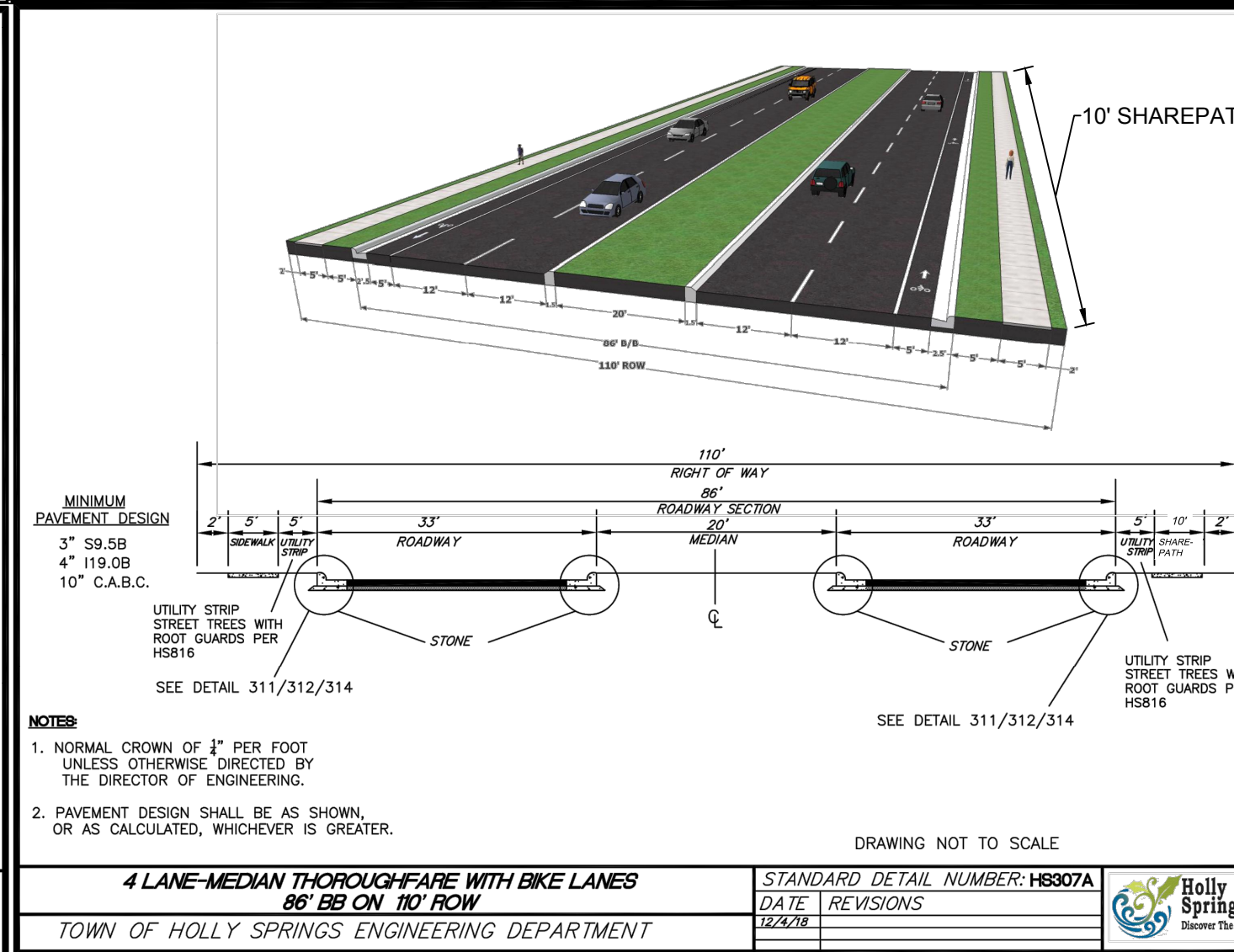
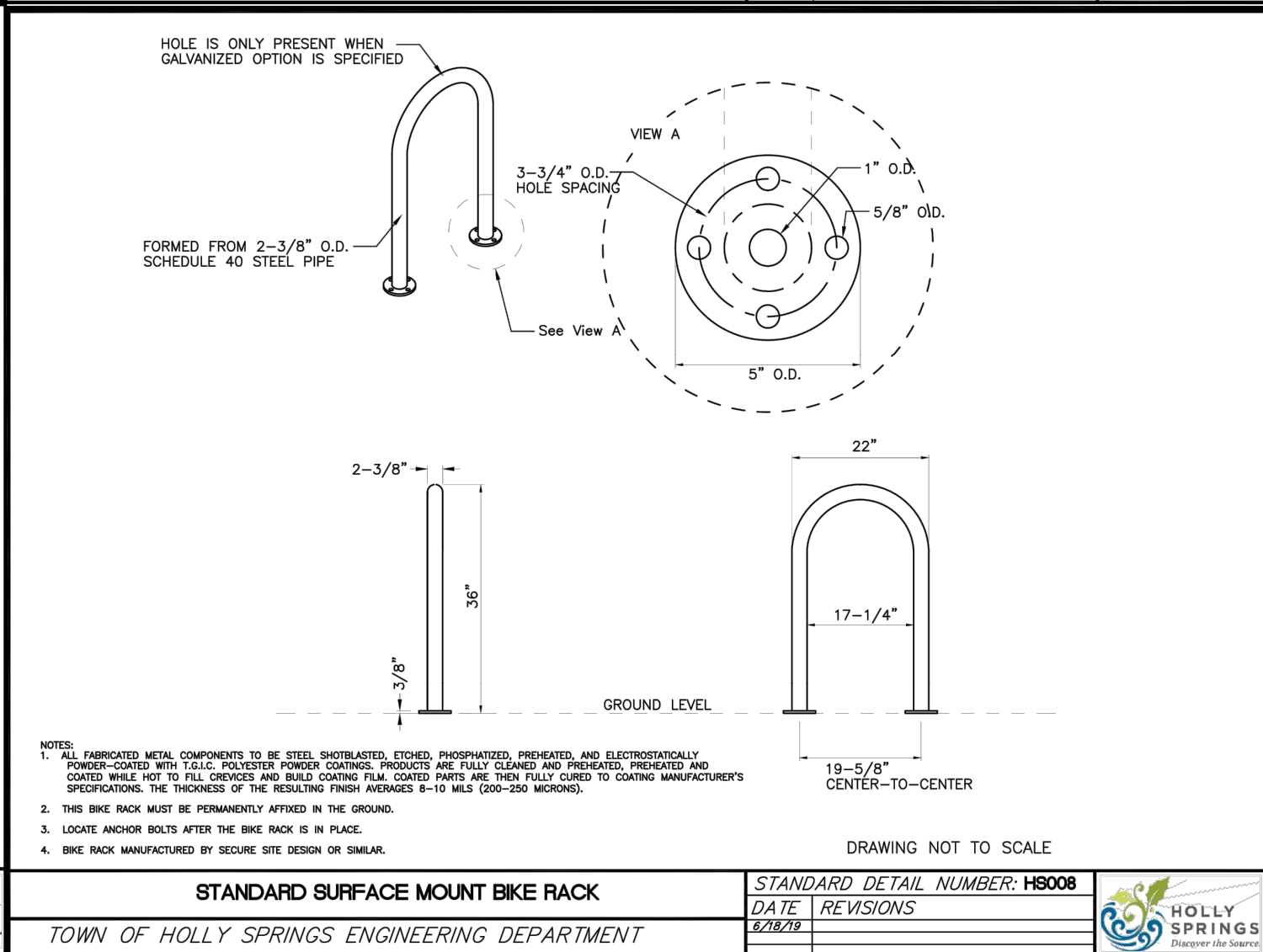
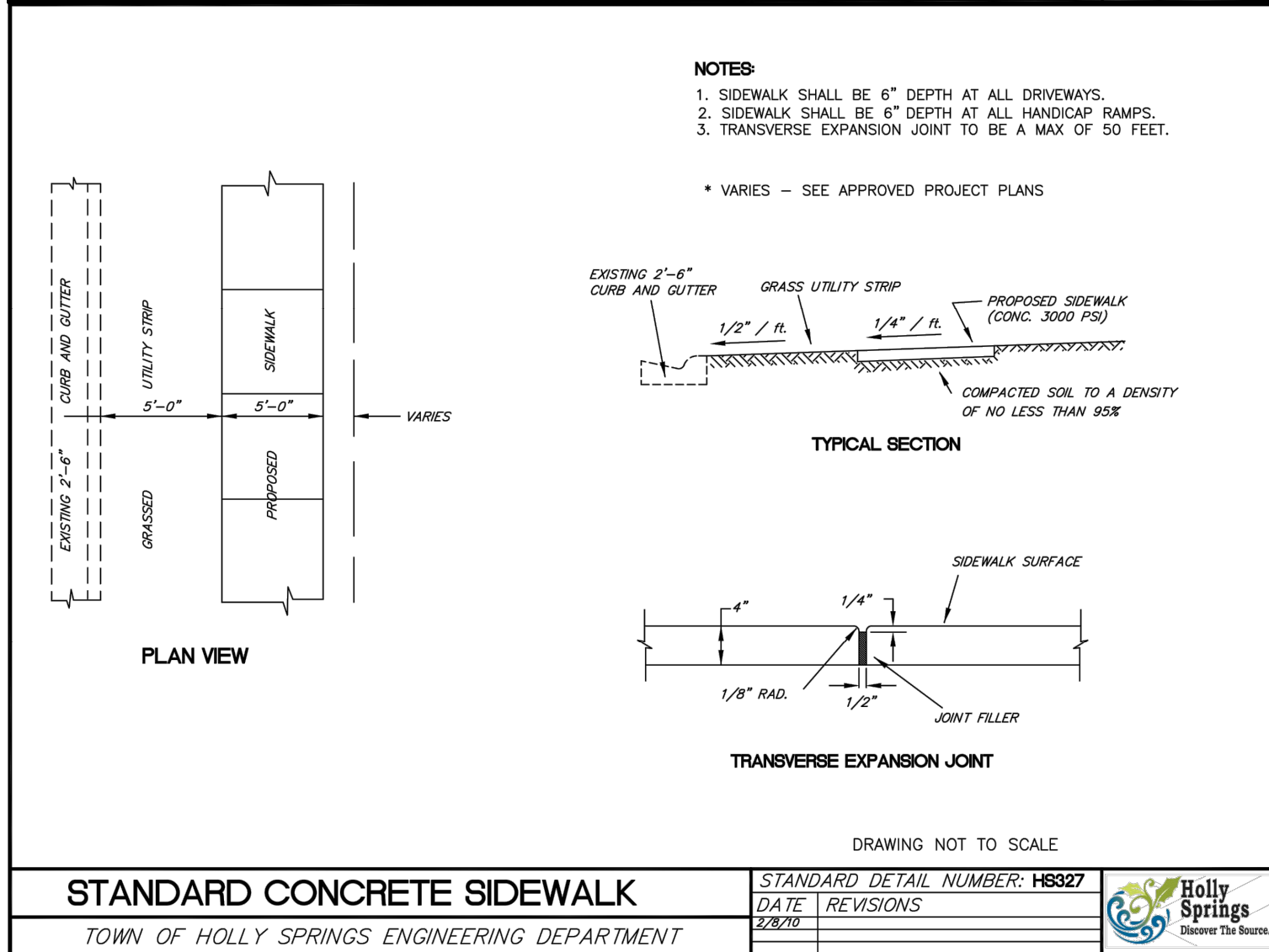
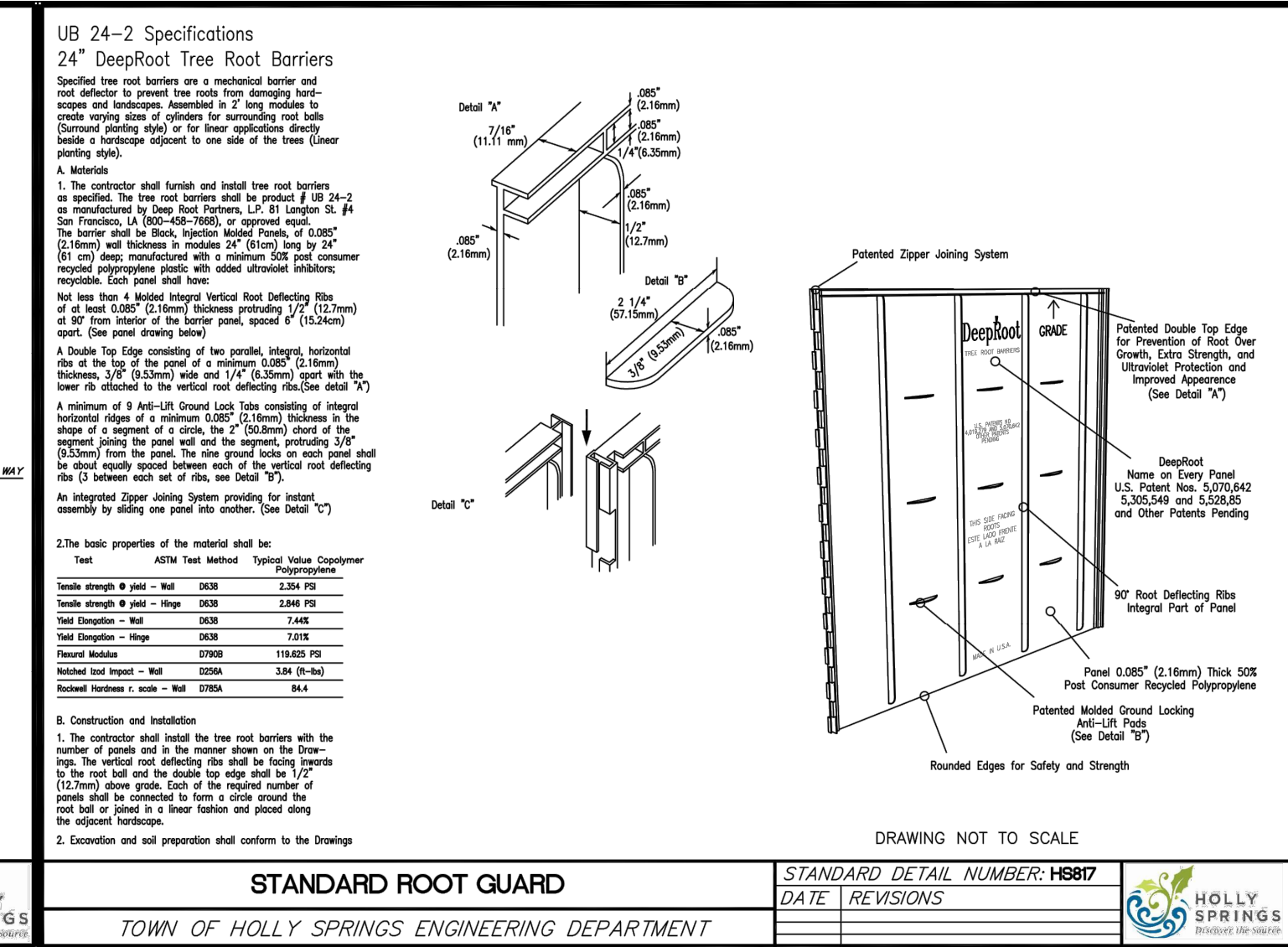
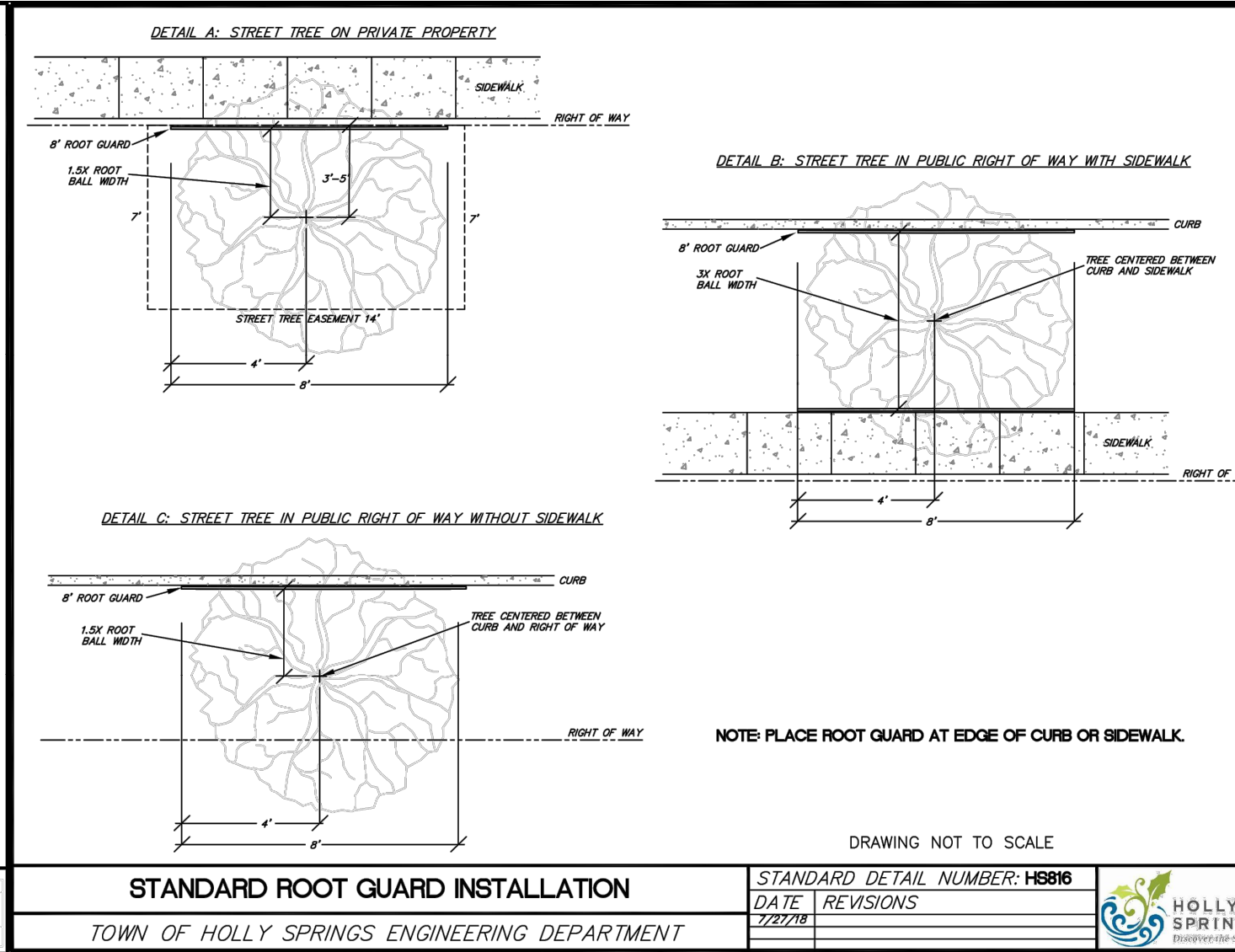
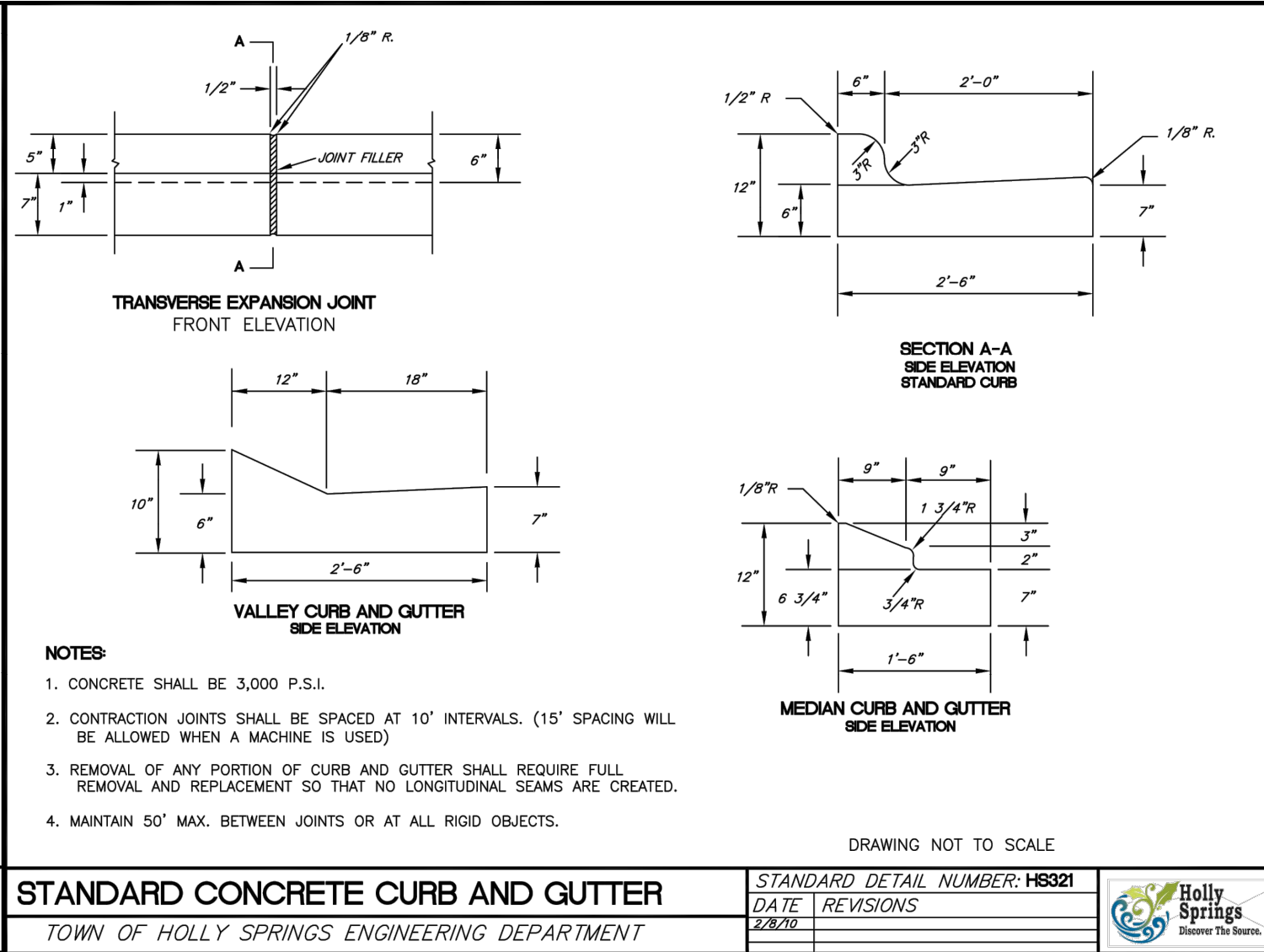
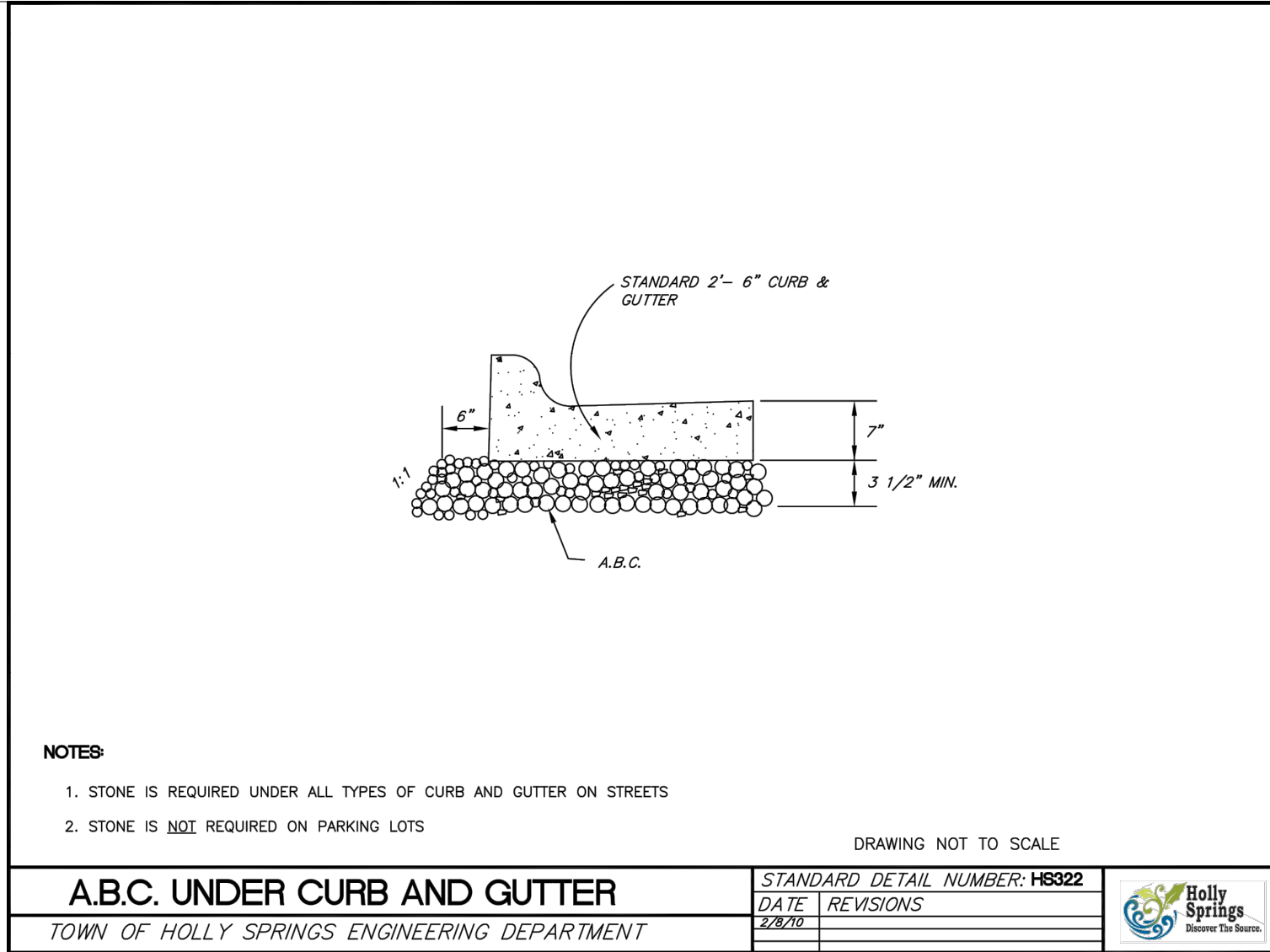
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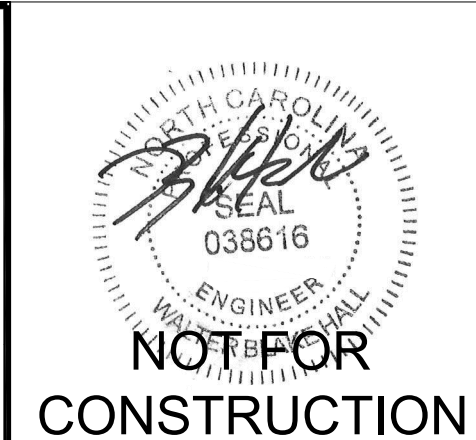
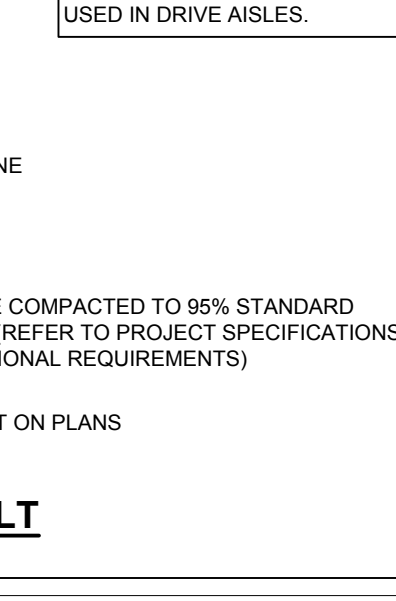
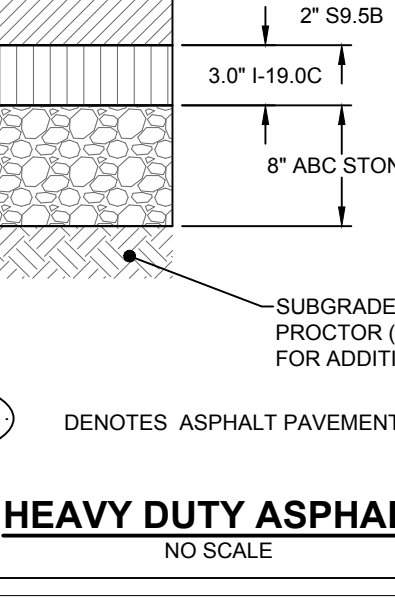
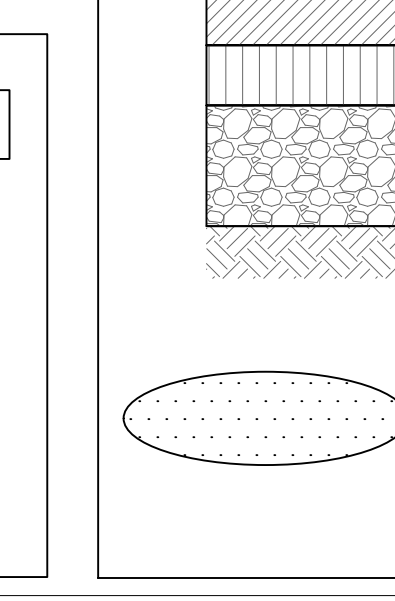
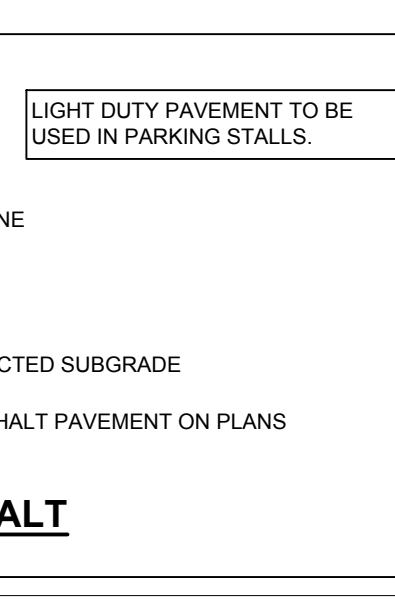
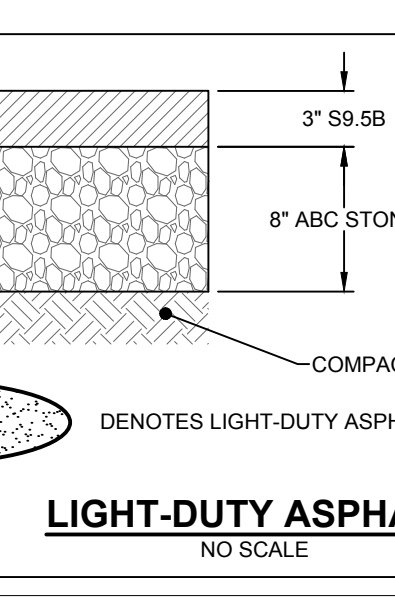
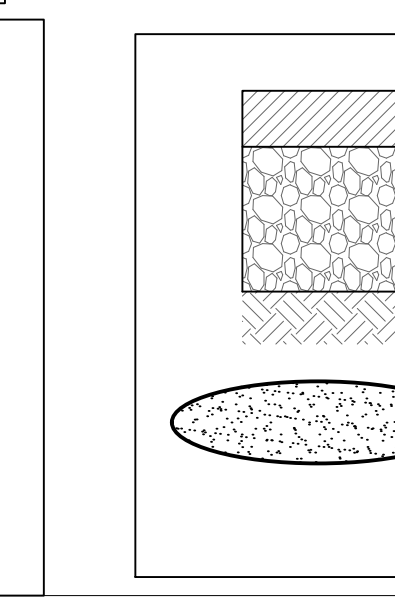
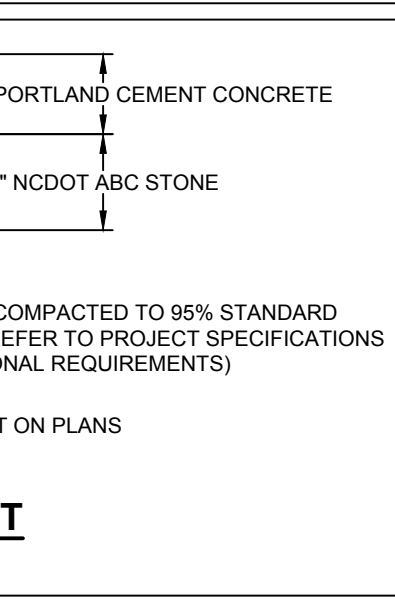
TOWN OF HOLLY SPRINGS

STORMWATER STRUCTURAL BEST MANAGEMENT PRACTICE (SCM) INSTALLATION SEQUENCE, FOR CONVERSION FROM AN E&SC DEVICE



PAVEMENT DESIGN NOTES:

- THOROUGHFARES, COLLECTORS & BOULEVARDS WILL REQUIRE A CALCULATED PAVEMENT DESIGN WITH 1ST CONSTRUCTION DRAWING SUBMITTAL.
- THIS DEVELOPMENT IS IN THE TRIASSIC BASIN. ALL ROADWAYS WILL BE REQUIRED TO MEET ALL SPECIAL DESIGN REQUIREMENTS AS OUTLINED IN THE ENGINEERING DESIGN AND CONSTRUCTION STANDARDS SECTION 3.02.
- PAVEMENT DESIGN WILL REQUIRE NCDOT APPROVAL. THE MOST RESTRICTIVE CROSS SECTION BETWEEN THE MINIMUM DESIGN, CALCULATED PAVEMENT DESIGN, TRIASSIC DESIGN, AND NCDOT DESIGN WILL APPLY.



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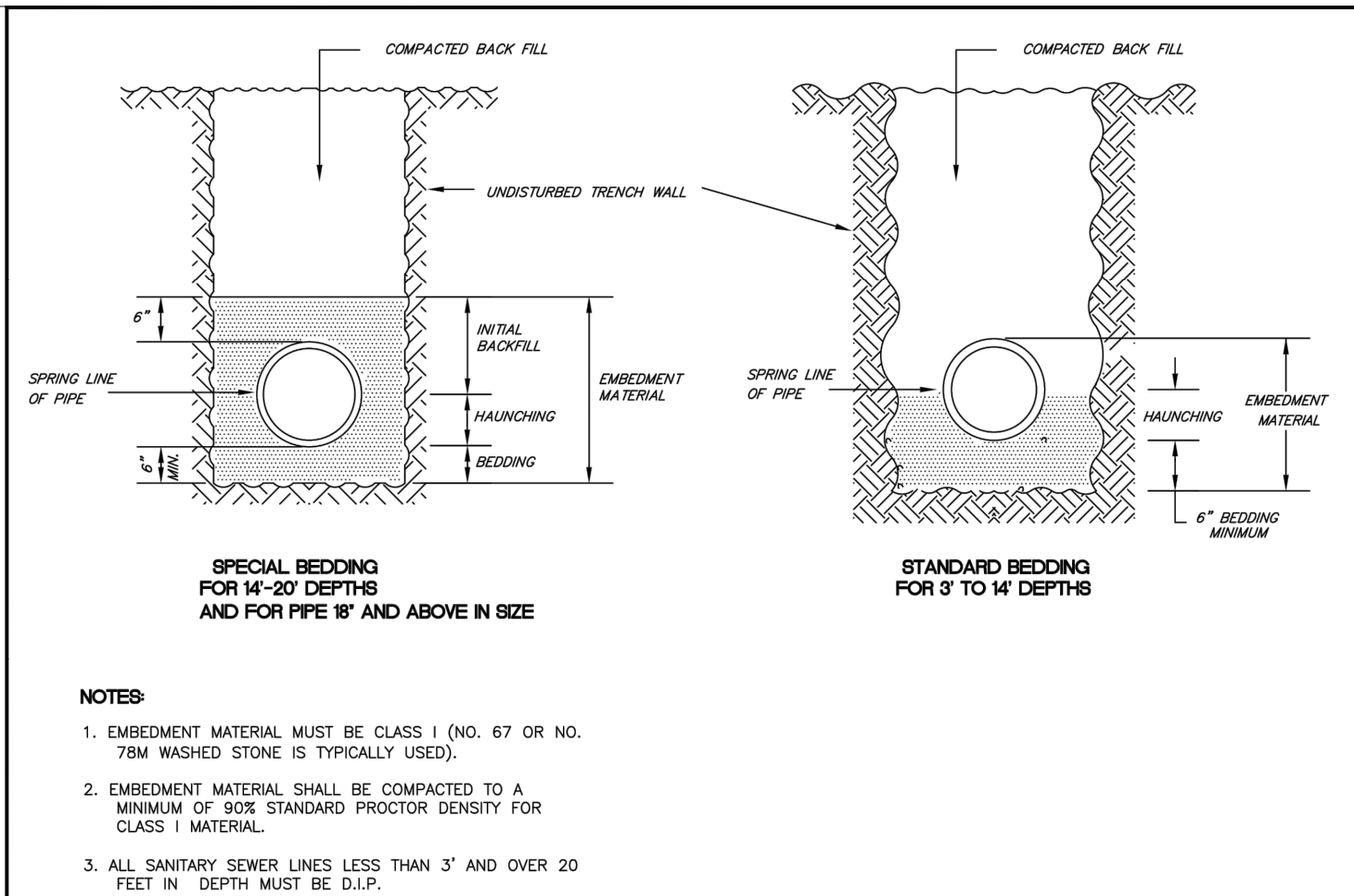
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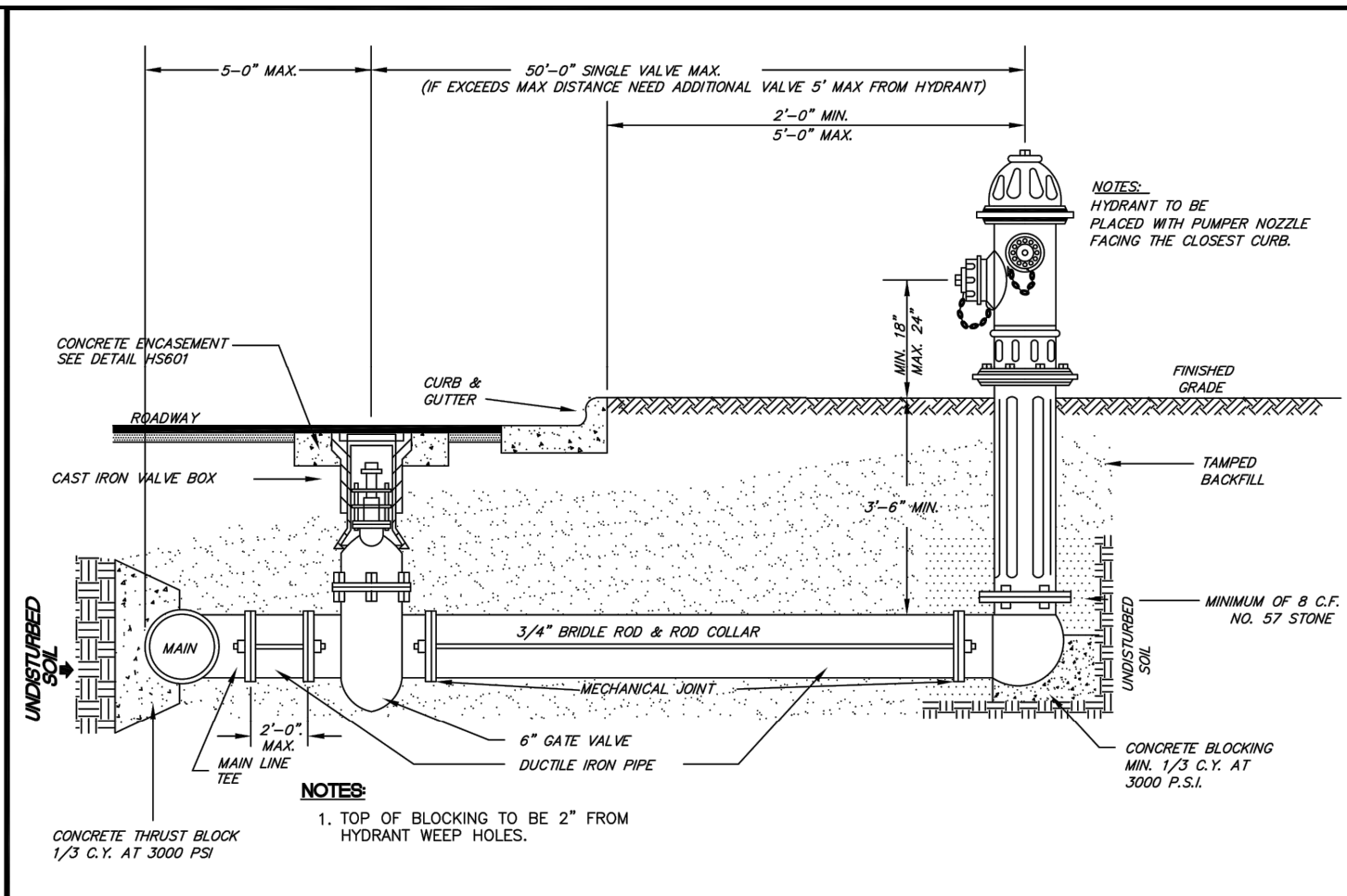
WAKE COUNTY - NORTH CAROLINA

NOTES AND DETAILS

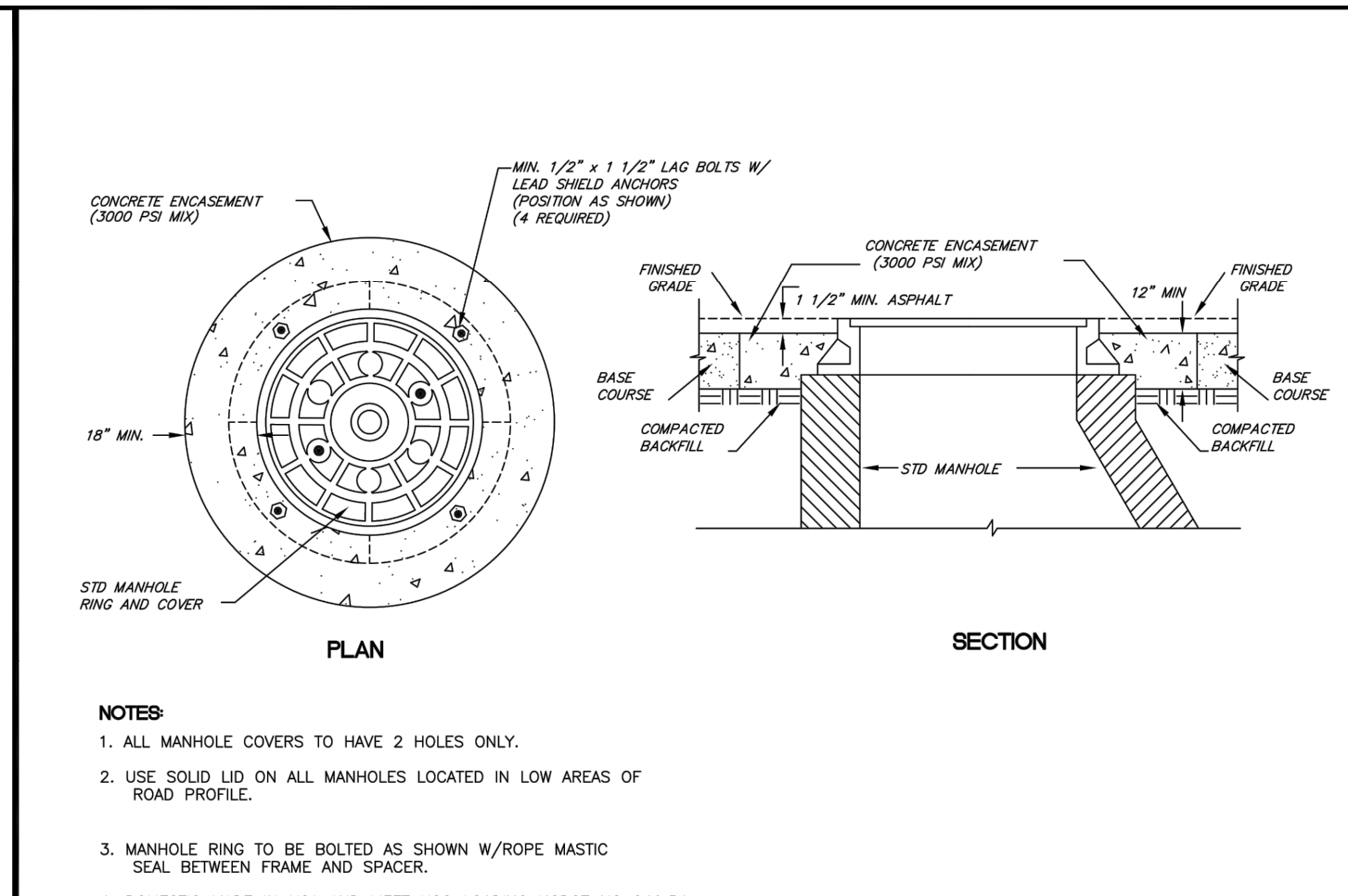
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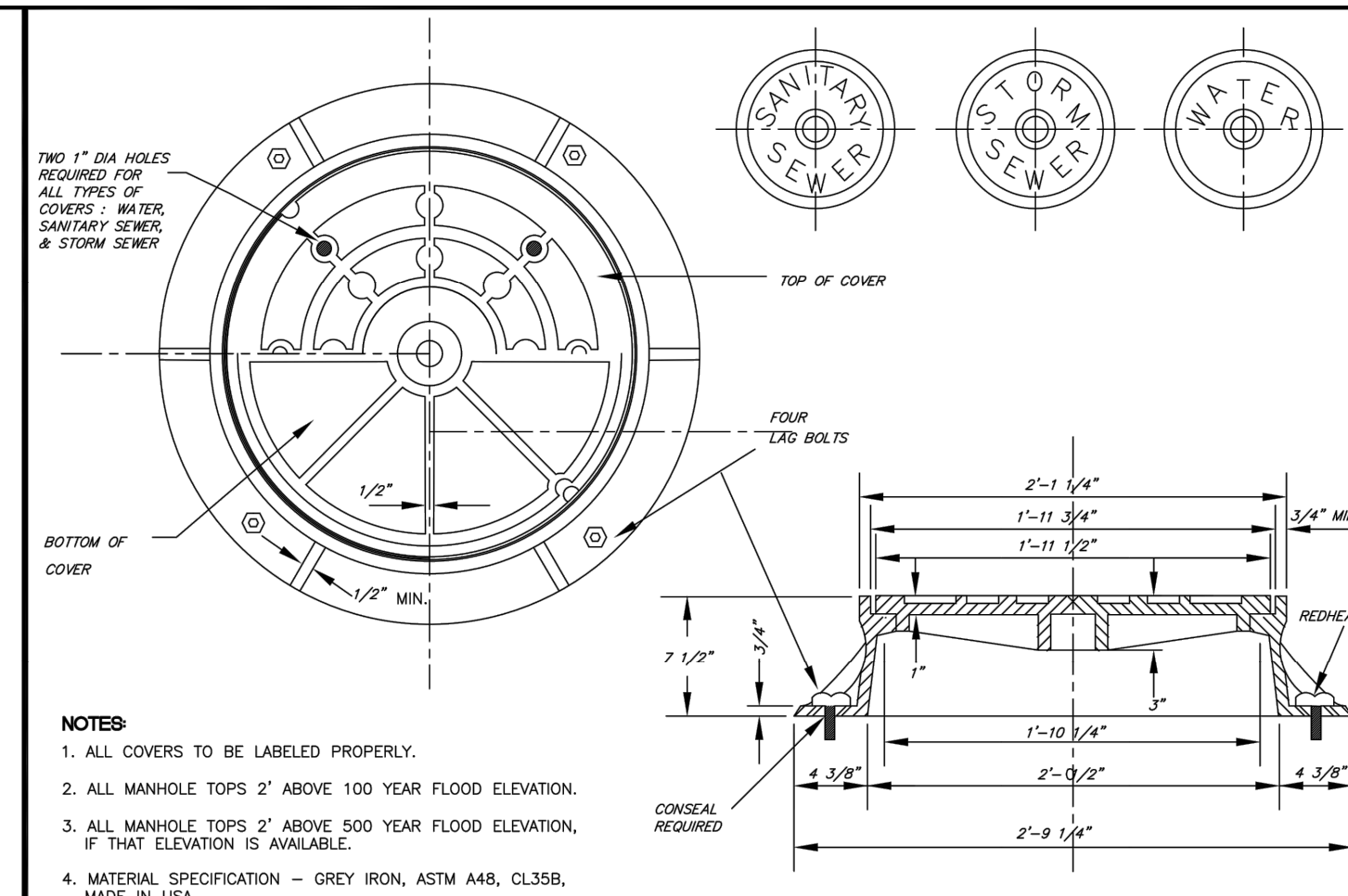
BEDDING FOR FLEXIBLE AND SEMI-RIGID SANITARY SEWER PIPE	STANDARD DETAIL NUMBER: H5700	Holly Springs
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE: 2/28/2018 REVISIONS:	Replaces The Source



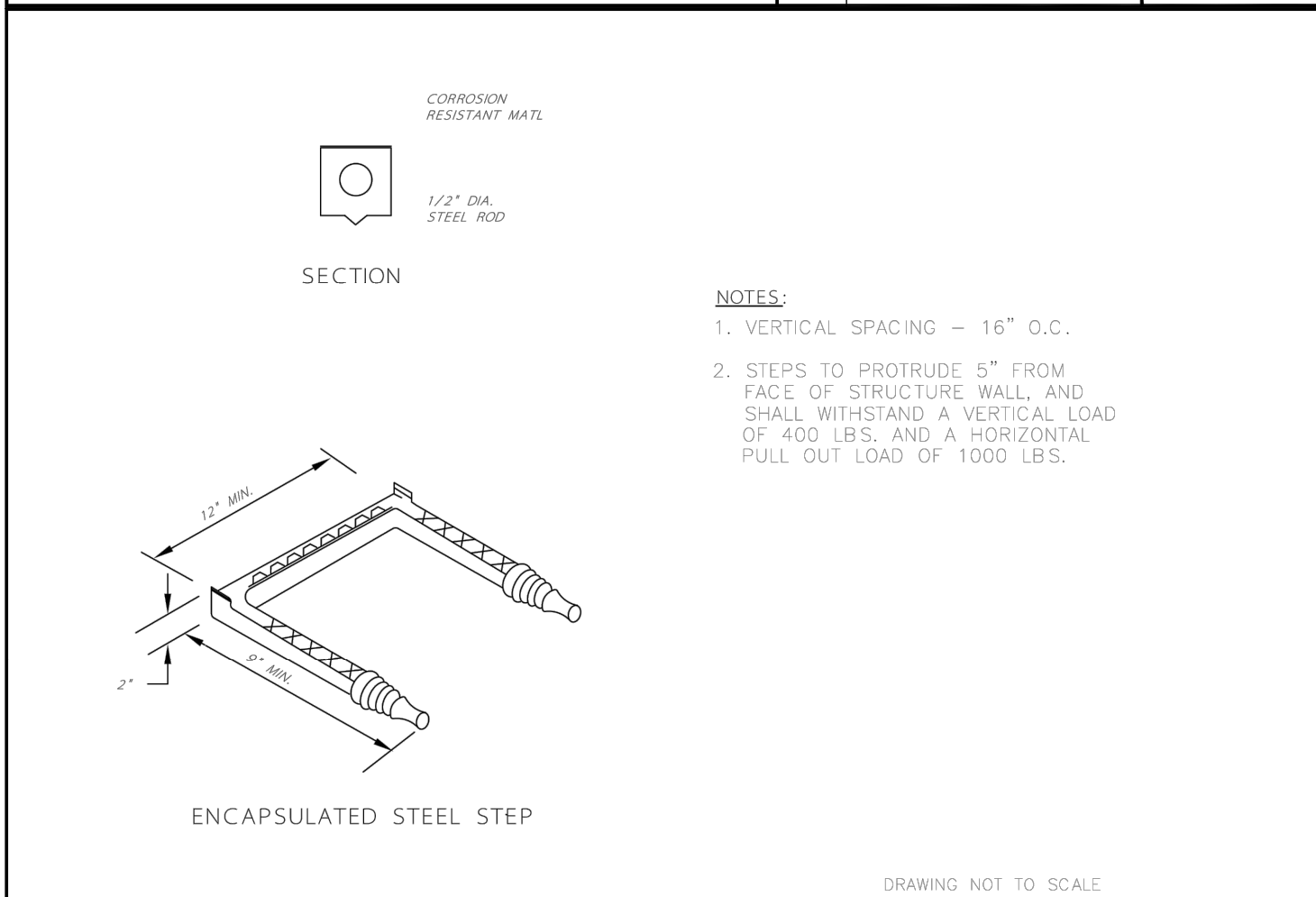
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TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE: 2/28/2018 REVISIONS:	Replaces The Source



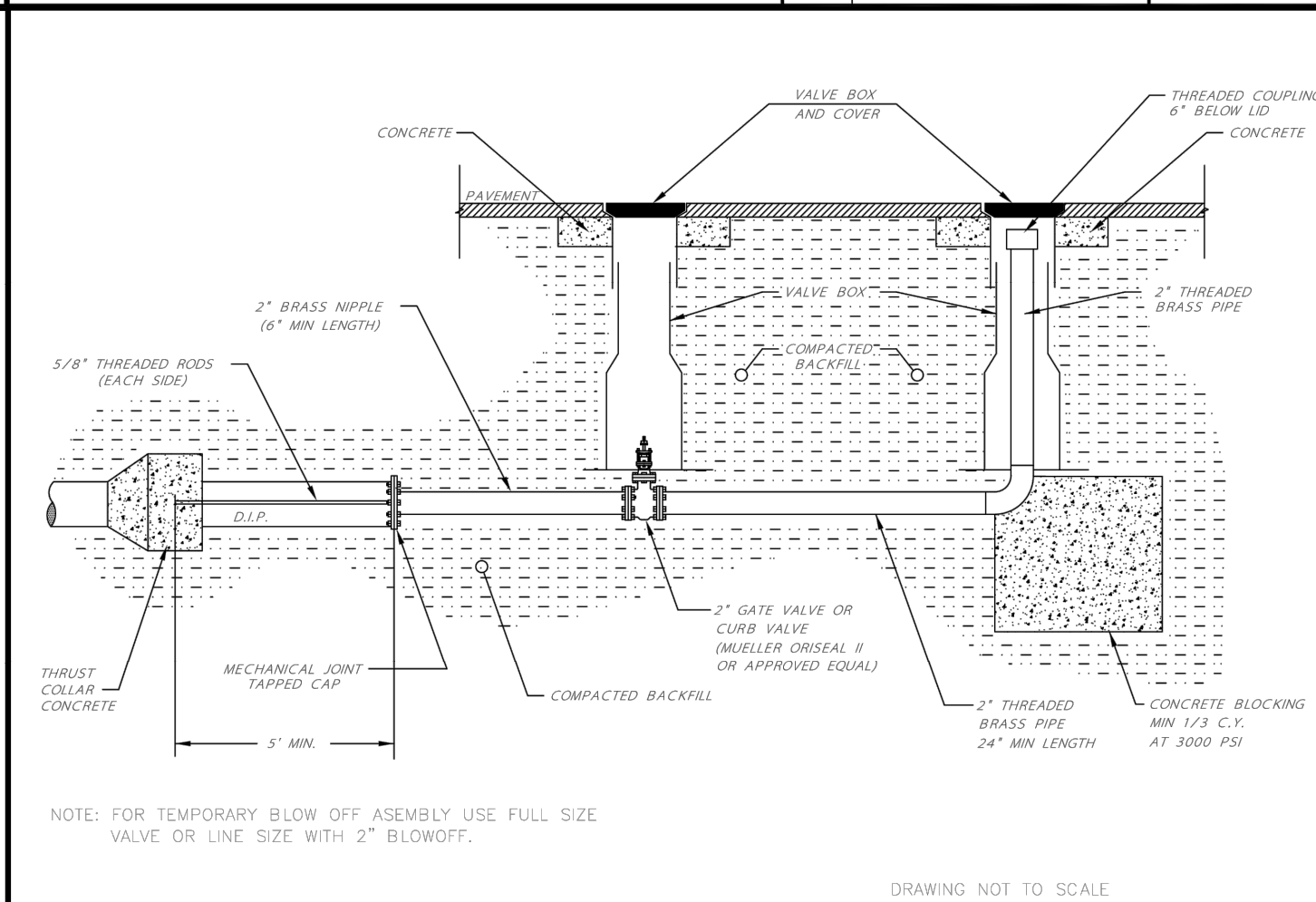
STANDARD MANHOLE RING AND COVER ENCASEMENT FOR MANHOLES LOCATED IN PAVED AREAS	STANDARD DETAIL NUMBER: H5710	Holly Springs
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE: 2/28/2018 REVISIONS:	Replaces The Source



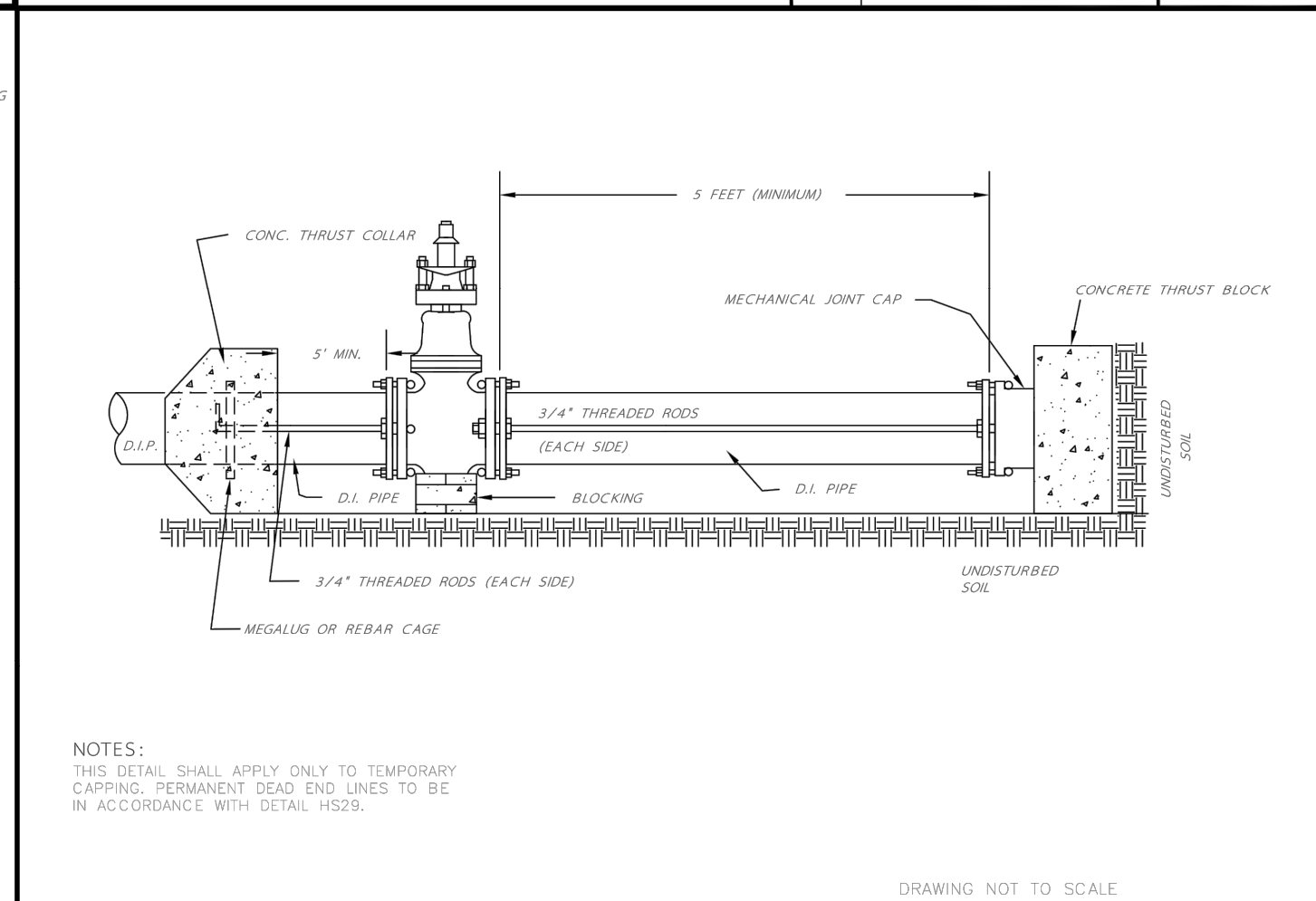
STANDARD MANHOLE RING AND COVER FOR OUTSIDE OF PAVEMENT	STANDARD DETAIL NUMBER: H5711	Holly Springs
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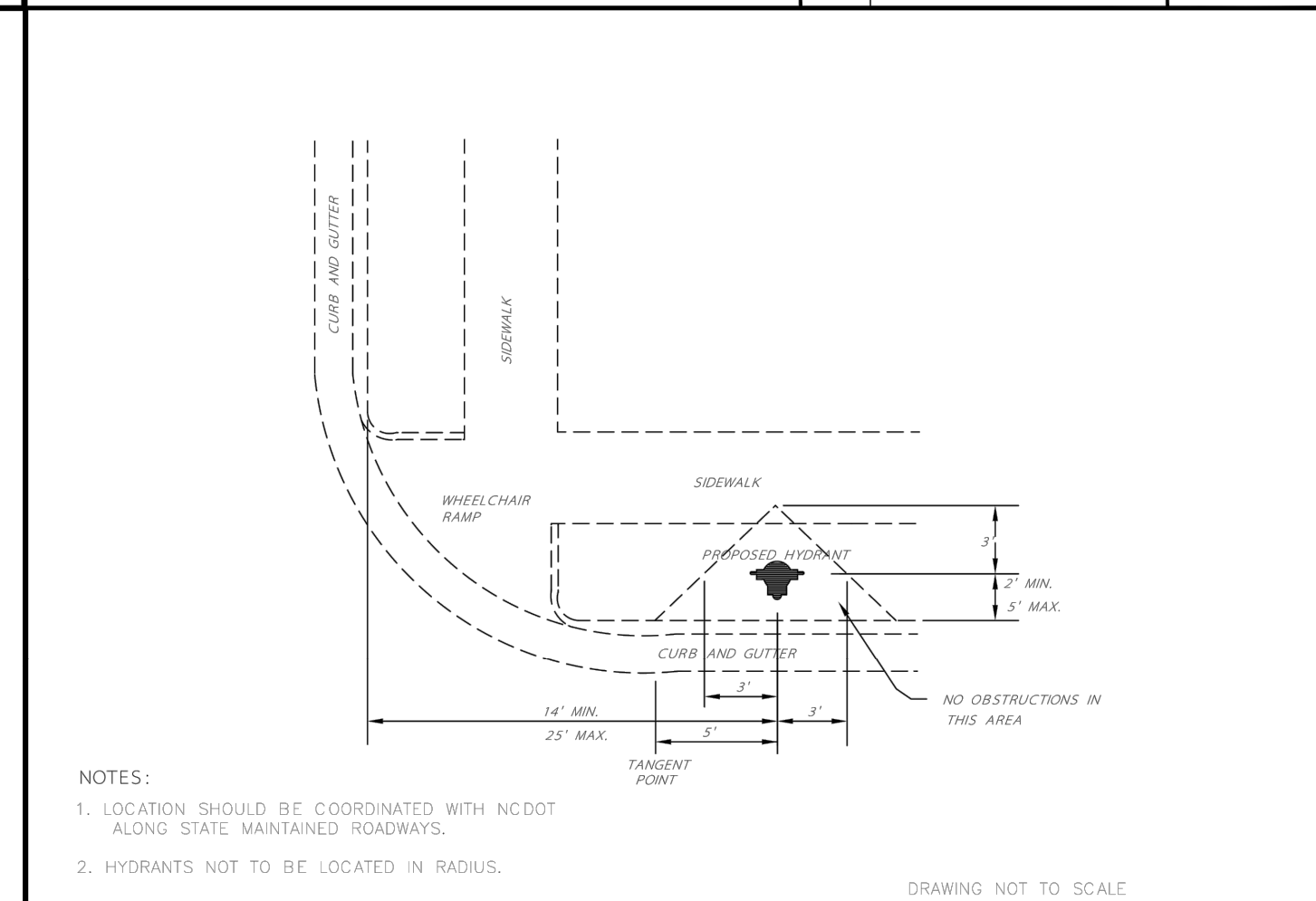
MANHOLE STEPS	STANDARD DETAIL NUMBER: H5709	Holly Springs
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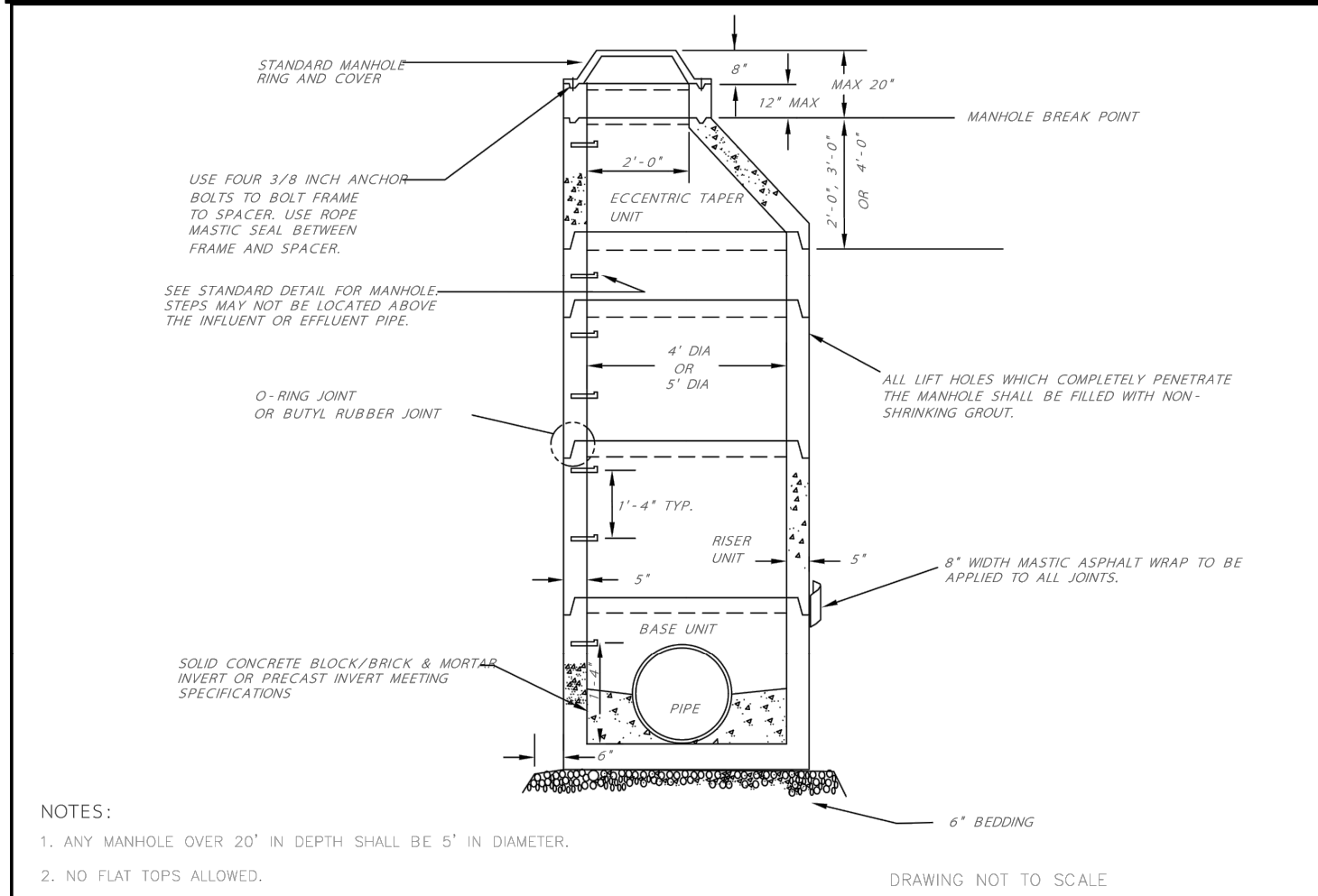
STANDARD 2" BLOW-OFF ASSEMBLY	STANDARD DETAIL NUMBER: H5606	Holly Springs
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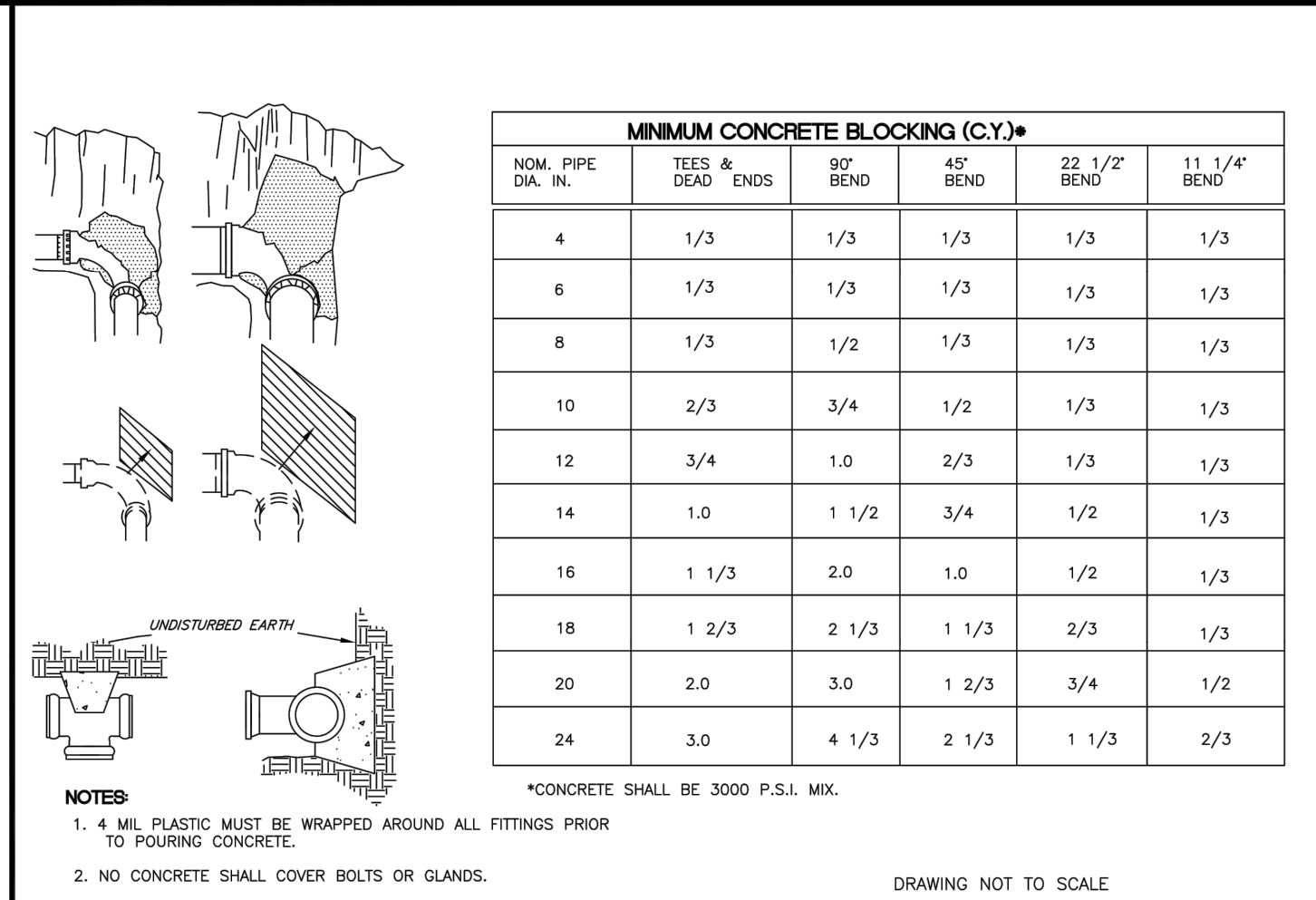
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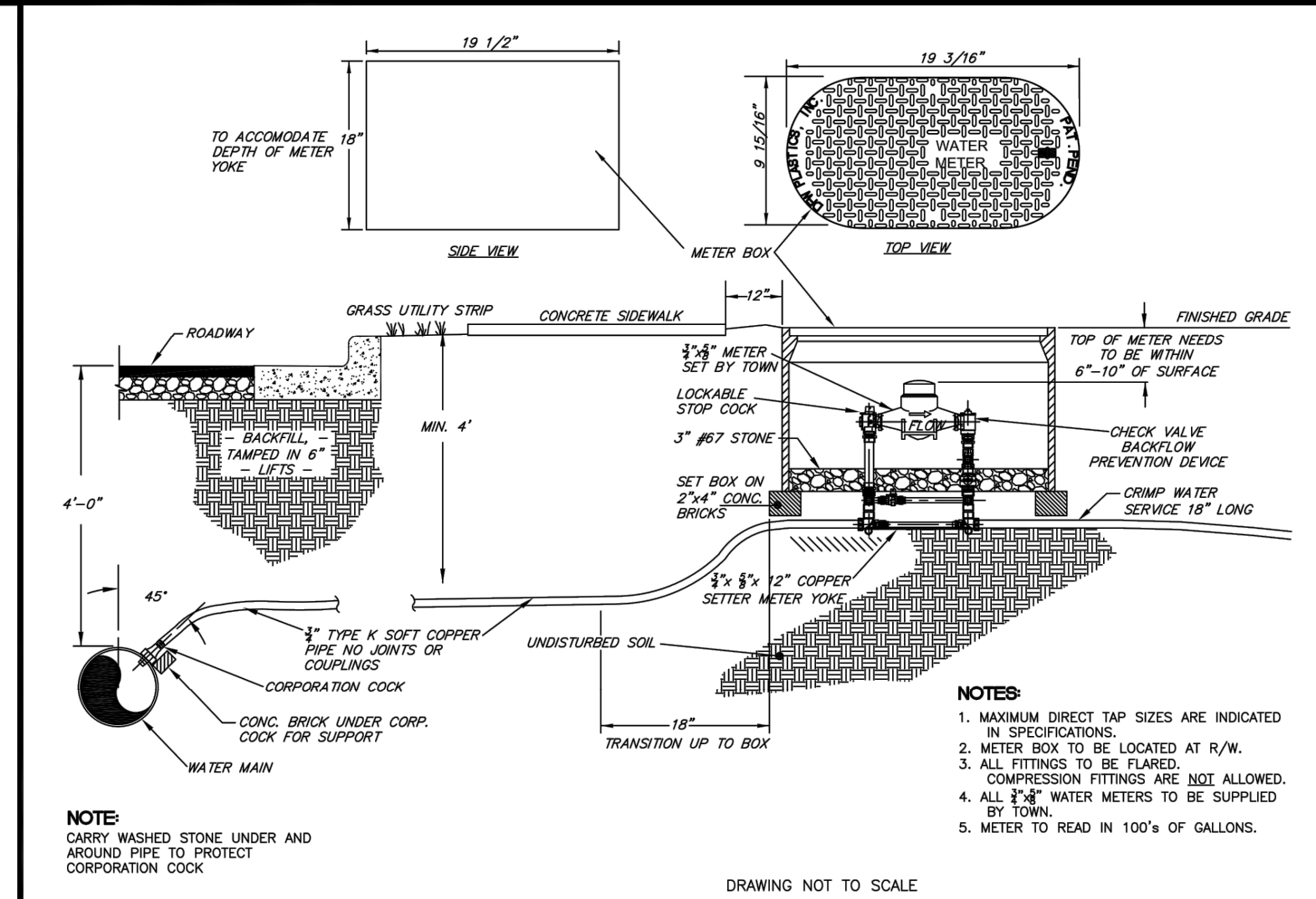
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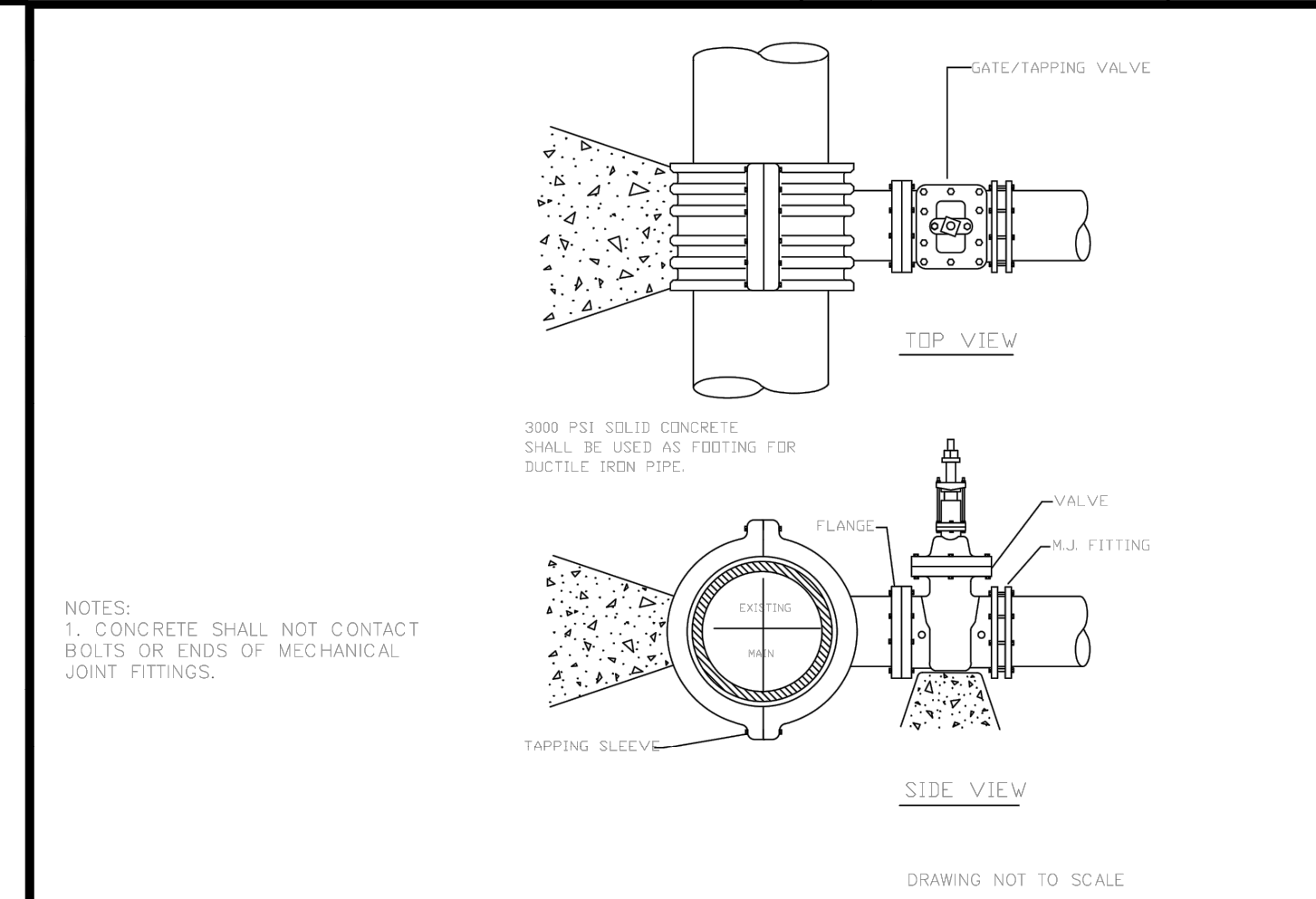
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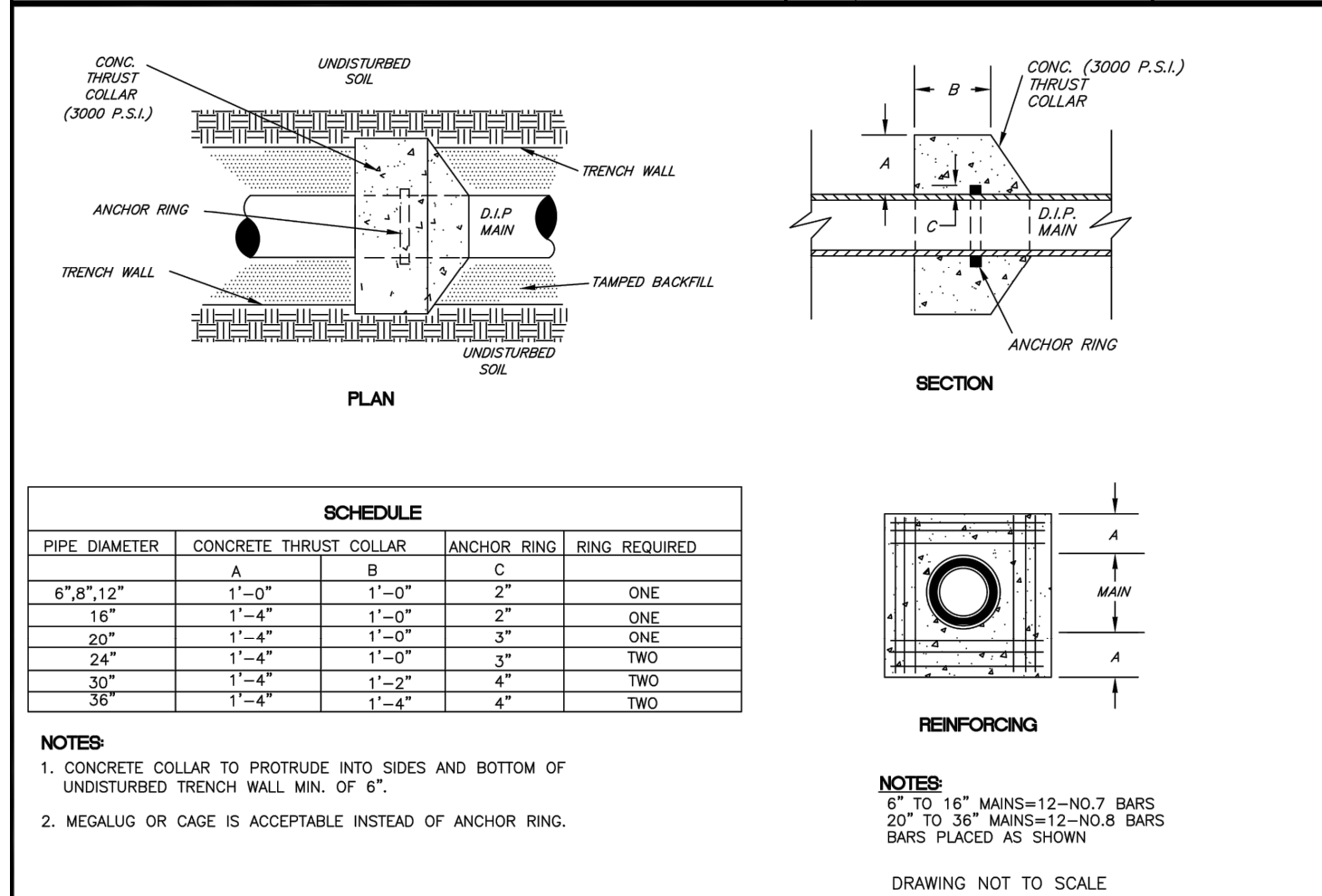
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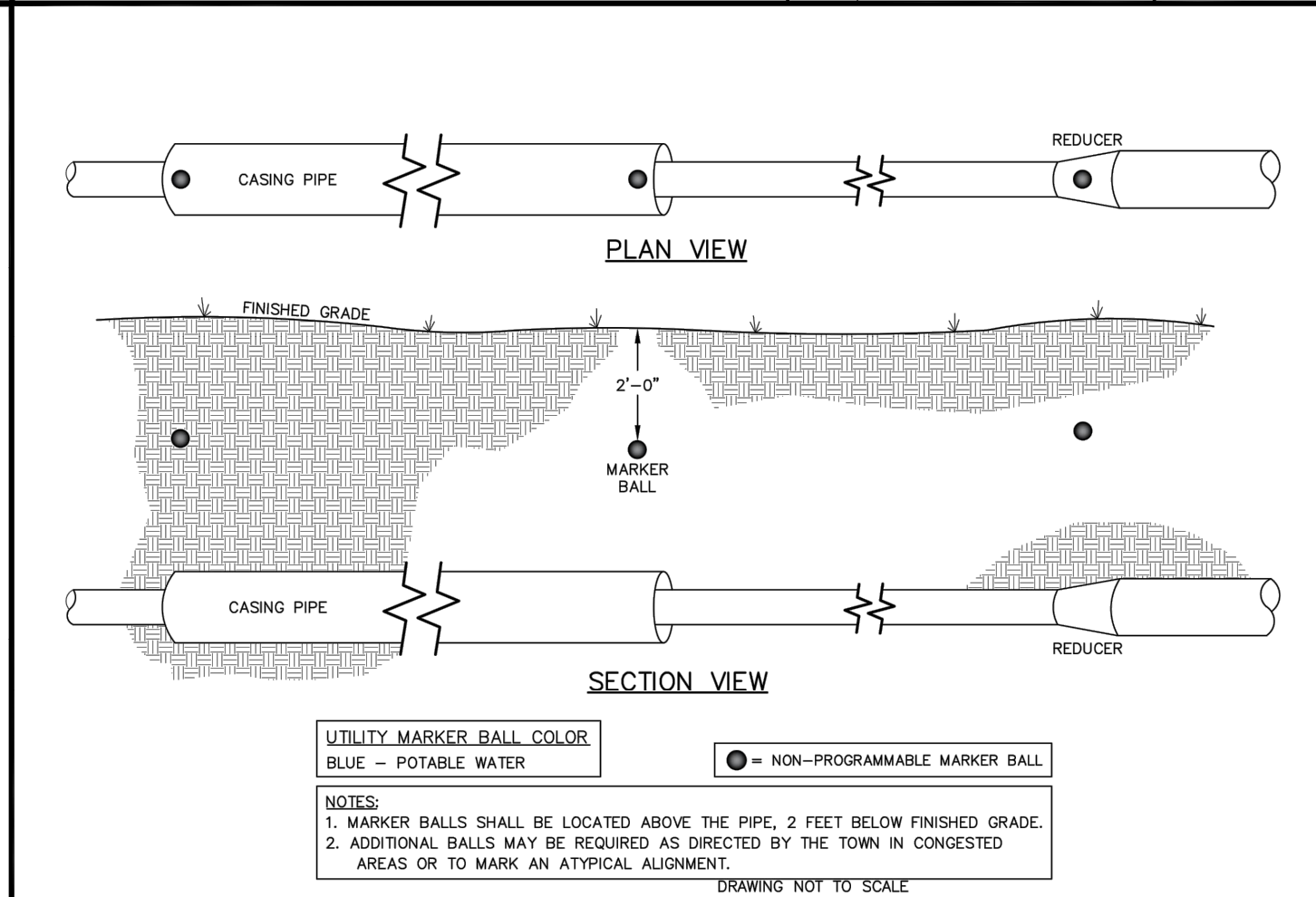
STANDARD 3/4" WATER SERVICE	STANDARD DETAIL NUMBER: H5615	Holly Springs
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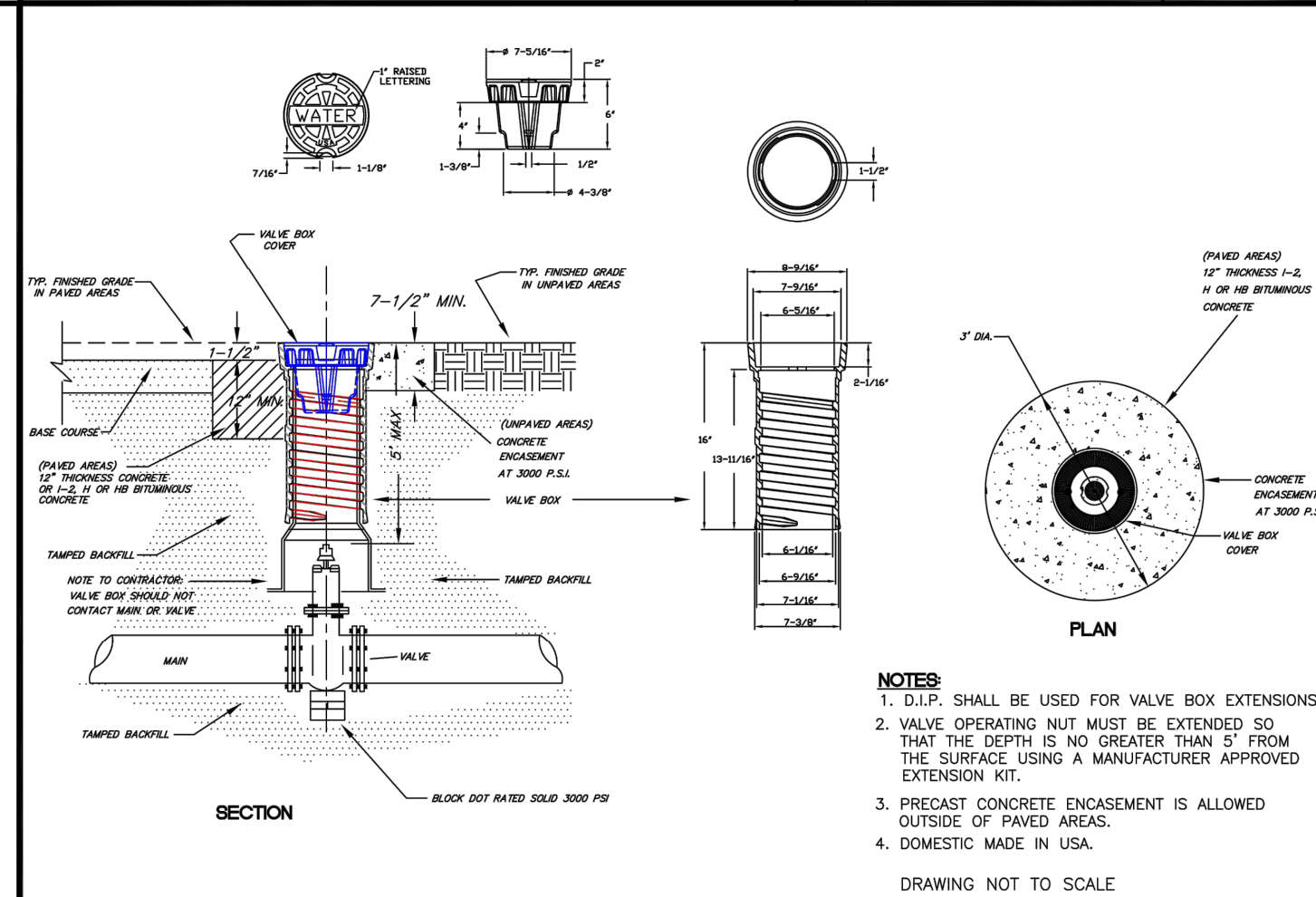
4" - 24" STANDARD TAPPING SLEEVE AND VALVE ASSEMBLY	STANDARD DETAIL NUMBER: H5628	Holly Springs
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE: 2/28/2018 REVISIONS:	Replaces The Source



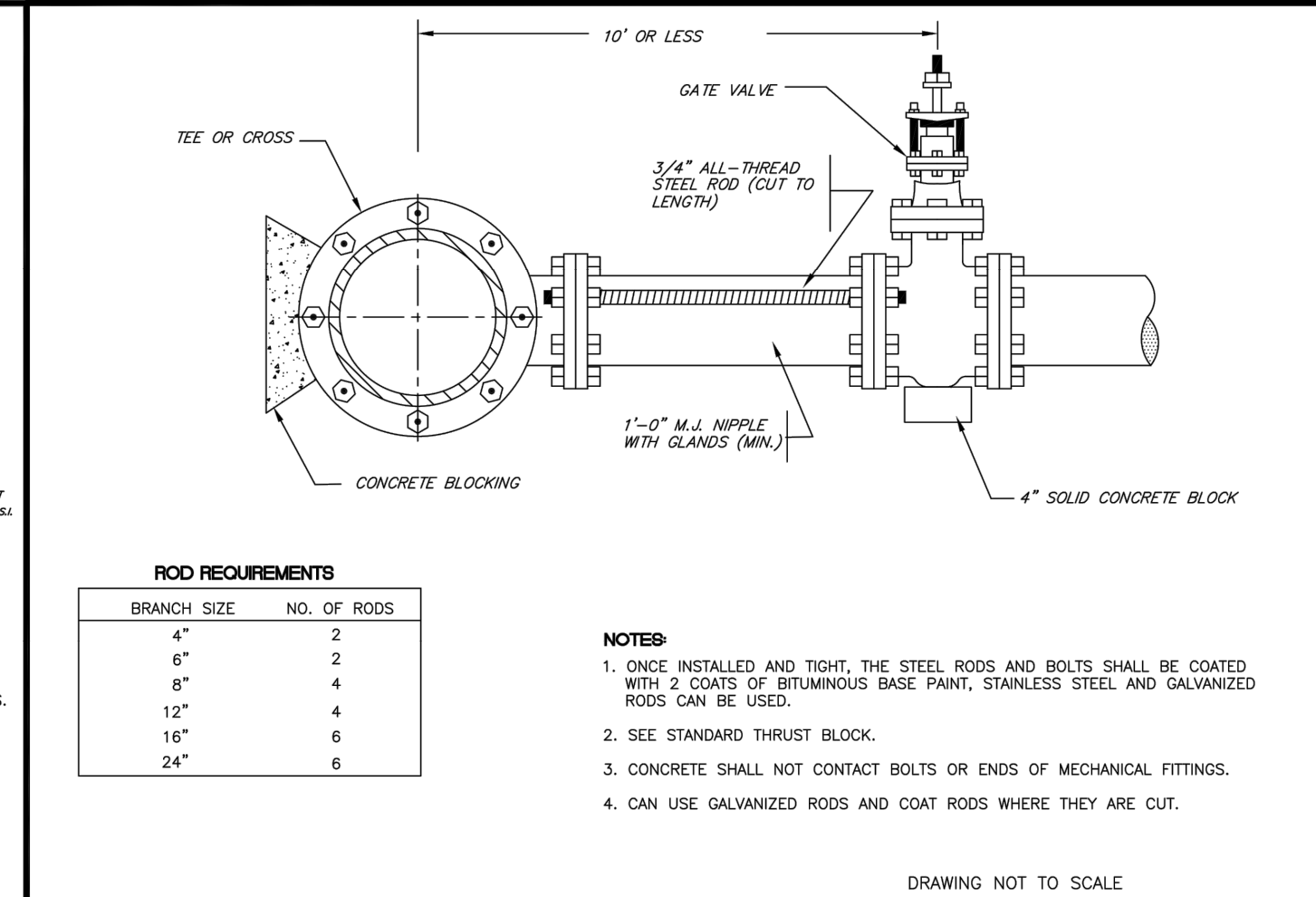
STANDARD THRUST COLLAR INSTALLATION	STANDARD DETAIL NUMBER: H5623	Holly Springs
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE: 2/28/2018 REVISIONS:	Replaces The Source



STANDARD UTILITY MARKER BALL LOCATIONS FOR WATER MAINS	STANDARD DETAIL NUMBER: H5633	Holly Springs
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE: 2/28/2018 REVISIONS:	Replaces The Source



STANDARD VALVE BOX INSTALLATION	STANDARD DETAIL NUMBER: H5601	Holly Springs
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE: 2/28/2018 REVISIONS:	Replaces The Source



STANDARD VALVE RODDING	STANDARD DETAIL NUMBER: H5603	Holly Springs
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04/16/2021

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3rd Submittal DP
4th Submittal DP

DATE: 04/16/2021

DRAWN BY: W. ALTMAN

DESIGNED BY: W. ALTMAN

CHECKED BY: B. HALL

SCALE: AS SHOWN

TIMMONS GROUP

OAKVIEW PHASE I
WAKE COUNTY - NORTH CAROLINA

NOTES AND DETAILS

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- TREE PRESERVATION NOTES**
1. TREE PRESERVATION AREAS ARE NOT REQUIRED FOR THE PORTIONS ZONED RT. TREE PRESERVATION WILL BE REQUIRED FOR PORTION TO BE ZONED LB.
 2. A DETAILED TREE PRESERVATION PLAN SHALL BE REQUIRED AT THE TIME OF DEVELOPMENT PLAN. 10% OF TREE PRESERVATION IS REQUIRED.
 3. EXISTING BUFFERS GENERALLY CONSIST OF SWEET GUM, OAK, MAPLE AND PINE.



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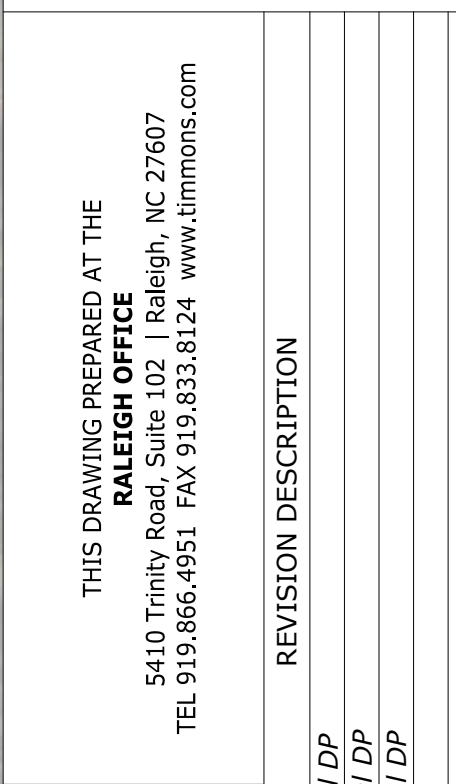
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W ALTMAN	
CHECKED BY	
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OAKVIEW PHASE I
WAKE COUNTY - NORTH CAROLINA
TREE PRESERVATION PLAN

JOB NO.	46886
SHEET NO.	L1.0

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DATE		
04/16/2021		
DRAWN BY		



<i>M ALDERMAN</i>	
DESIGNED BY <i>M ALDERMAN</i>	
CHECKED BY <i>J BLASCO</i>	
SCALE <i>AS SHOWN</i>	

TIMMONS GROUP .

OAKVIEW PHASE I

WAKE COUNTY - NORTH CAROLINA

PRESERVATION LANDSCAPE PLAN

JOB NO.

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GENERAL LANDSCAPE NOTES:

1. ALL STREET TREES SHALL BE LOCATED A MINIMUM OF 25' FROM THE BASE OF ALL STREET LIGHT POLES.
2. TREES SHALL BE NURSERY GROWN, TYPICAL OF THEIR SPECIES OR VARIETY, FRESHLY DUG NORMALLY SHAPED, HEAVY AND WELL BRANCHED, WITH FULL FOLIAGE WHEN IN LEAF AND SHALL HAVE HEALTHY, WELL DEVELOPED SYSTEMS. TREES MUST BE SELF SUPPORTING, WITH STRAIGHT TRUNKS AND WITH LEADERS INTACT. ALL WOUNDS PRESENT AT THE TIME OF DIGGING MUST EXHIBIT CALLUSING, WITH THE BARK AT THE EDGES OF ANY SUCH WOUND TIGHT AND INTACT. NO ABRASIONS OR UNHEALED CUTS ARE ALLOWED ON THE TRUNKS OF TREES. ALL TREES FURNISHED SHALL BE FREE OF ANY INSECT INFESTATIONS.
3. ALL TREES PLANTED TO MEET THE STREET TREE REQUIREMENT MUST BE WELL MATCHED SPECIMENS. THE DEVELOPER SHALL PROVIDE WRITTEN CERTIFICATION THAT THE PLANT MATERIAL MEETS THIS QUALITY REQUIREMENT AT THE TIME OF INSTALLATION.
4. IN ORDER TO MAINTAIN A HIGH QUALITY OF URBAN STREETScape, EACH NONRESIDENTIAL STREET MUST CONTAIN A LEAST (2) SPECIES OF TREES WITH A SIMILAR CANOPY. NO MORE THAN 50% OF A SINGLE SPECIES SHALL BE USED ON EACH STREET. CENTERED IN THE PUBLIC RIGHT-OF-WAY WITHIN THE UTILITY STRIP BETWEEN THE SIDEWALK AND CURB OR CENTERED BETWEEN RIGHT-OF-WAY LINE AND CURB IF NO SIDEWALK IS PRESENT.
6. WHERE NOTE #6 IS DEEMED NOT FEASIBLE AND PRACTICAL, THE DIRECTOR SHALL HAVE THE AUTHORITY TO MODIFY AND APPROVE ACCEPTABLE ALTERNATIVES TO STREET TREE REQUIREMENTS.
7. STREET TREES MUST BE INSTALLED PRIOR TO THE CERTIFICATE OF UDO COMPLIANCE FOR THE DWELLING ON THE LOT WHERE THE TREE IS LOCATED.
8. AT THE TIME OF INSTALLATION THE NURSERY TAGS MUST REMAIN ON THE STREET TREES AND WRITTEN STATEMENT MUST BE SUBMITTED TO THE DEPARTMENT OF PLANNING & ZONING TO CERTIFY THE CORRECT SPECIES OF TREES HAVE BEEN INSTALLED.
9. ALL REPLACEMENT AND MAINTENANCE SHALL BE IN ACCORDANCE WITH TOWN POLICY STATEMENT TOWN CODE CHAPTER 4 DIVISION 6.

INSTALLATION OF LANDSCAPING:

1. ALL LANDSCAPING REQUIRED SHALL BE INSTALLED PRIOR TO COMMENCEMENT OF THE USE ON THE REAL ESTATE OR THE ISSUANCE OF A CERTIFICATE OF UDO COMPLIANCE. IF SEASONS AND WEATHER CONDITIONS ARE NOT APPROPRIATE FOR THE INSTALLATION OF LANDSCAPING IMMEDIATELY PRIOR TO COMMENCEMENT OF THE USE OR THE ISSUANCE OF A CERTIFICATE OF UDO COMPLIANCE, A PERFORMANCE BOND, OR OTHER SURETY ACCEPTABLE TO THE TOWN OF HOLLY SPRINGS, SHALL BE PROVIDED TO THE DIRECTOR, IN COMPLIANCE WITH THE PROVISIONS OF SECTION 5.0.6.5 - CONSTRUCTION DRAWINGS. ALL LANDSCAPING REQUIRED SHALL BE INSTALLED WITHIN THE FIRST (3) MONTHS OF THE NEXT PLANTING SEASON AFTER THE USE OF THE LOT IS COMMENCED.
2. THE MONTHS OF JUNE, JULY AND AUGUST ARE CONSIDERED SEASON OR WEATHER CONDITIONS WHICH ARE NOT APPROPRIATE FOR THE INSTALLATION OF LANDSCAPING, UNLESS AN ADEQUATE IRRIGATION SYSTEM IS INSTALLED AND OPERATED AS PART OF THE LANDSCAPE PLAN.

MAINTENANCE OF LANDSCAPING:

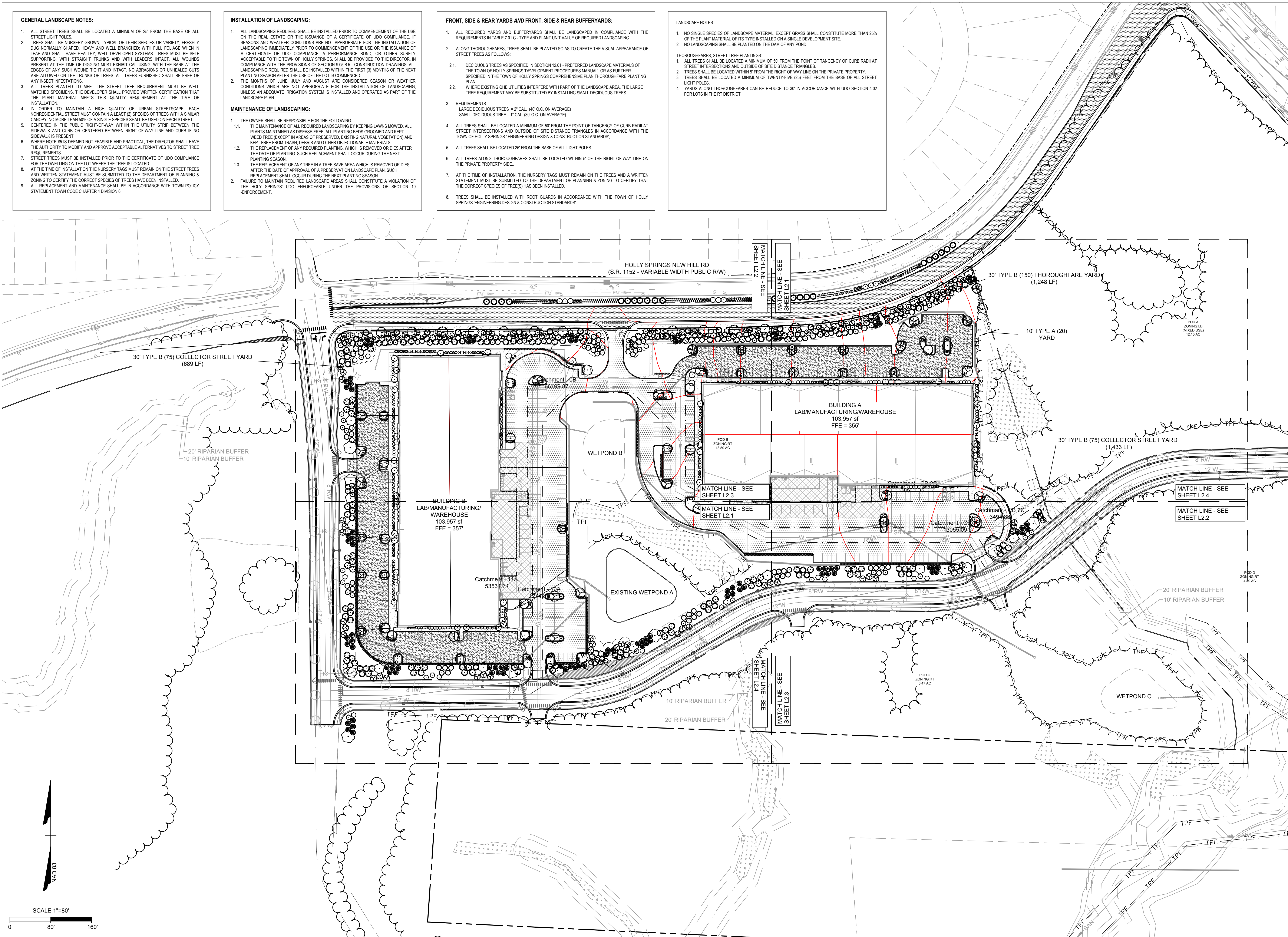
1. THE OWNER SHALL BE RESPONSIBLE FOR THE FOLLOWING:
 - 1.1. THE MAINTENANCE OF ALL REQUIRED LANDSCAPING, INCLUDING KEEPING LAWNS MOWED, ALL PLANTS MAINTAINED AS DISEASE-FREE, ALL PLANTING BEDS GROOMED AND KEPT WEED FREE (EXCEPT IN AREAS OF PRESERVED, EXISTING NATURAL VEGETATION) AND KEPT FREE FROM TRASH, DEBRIS AND OTHER OBJECTIONABLE MATERIALS.
 - 1.2. THE REPLACEMENT OF ANY REQUIRED PLANTING, WHICH IS REMOVED OR DIES AFTER THE DATE OF PLANTING. SUCH REPLACEMENT SHALL OCCUR DURING THE NEXT PLANTING SEASON.
 - 1.3. THE REPLACEMENT OF ANY TREE IN A TREE SAVE AREA WHICH IS REMOVED OR DIES AFTER THE DATE OF APPROVAL OF A PRESERVATION LANDSCAPE PLAN. SUCH REPLACEMENT SHALL OCCUR DURING THE NEXT PLANTING SEASON.
2. FAILURE TO MAINTAIN REQUIRED LANDSCAPE AREAS SHALL CONSTITUTE A VIOLATION OF THE HOLLY SPRINGS' UDO ENFORCEABLE UNDER THE PROVISIONS OF SECTION 10 - ENFORCEMENT.

FRONT, SIDE & REAR YARDS AND FRONT, SIDE & REAR BUFFERYARDS:

1. ALL REQUIRED YARDS AND BUFFERYARDS SHALL BE LANDSCAPED IN COMPLIANCE WITH THE REQUIREMENTS IN TABLE 7.01 C - TYPE AND PLANT UNIT VALUE OF REQUIRED LANDSCAPING.
2. ALONG THOROUGHFARES, TREES SHALL BE PLANTED SO AS TO CREATE THE VISUAL APPEARANCE OF STREET TREES AS FOLLOWS:
 - 2.1. DECIDUOUS TREES AS SPECIFIED IN SECTION 12.01 - PREFERRED LANDSCAPE MATERIALS OF THE TOWN OF HOLLY SPRINGS DEVELOPMENT PROCEDURES MANUAL, OR AS FURTHER SPECIFIED IN THE TOWN OF HOLLY SPRINGS COMPREHENSIVE PLAN THOROUGHFARE PLANTING PLAN.
 - 2.2. WHERE EXISTING UTILITIES INTERFERE WITH PART OF THE LANDSCAPE AREA, THE LARGE TREE REQUIREMENT MAY BE SUBSTITUTED BY INSTALLING SMALL DECIDUOUS TREES.
3. REQUIREMENTS:
 - LARGE DECIDUOUS TREES = 2" CAL. (40' O.C. ON AVERAGE)
 - SMALL DECIDUOUS TREE = 1" CAL. (30' O.C. ON AVERAGE)
4. ALL TREES SHALL BE LOCATED A MINIMUM OF 50' FROM THE POINT OF TANGENCY OF CURB RADI AT STREET INTERSECTIONS AND OUTSIDE OF SITE DISTANCE TRIANGLES IN ACCORDANCE WITH THE TOWN OF HOLLY SPRINGS' ENGINEERING DESIGN & CONSTRUCTION STANDARDS.
5. ALL TREES SHALL BE LOCATED 25' FROM THE BASE OF ALL LIGHT POLES.
6. ALL TREES ALONG THOROUGHFARES SHALL BE LOCATED WITHIN 5' OF THE RIGHT-OF-WAY LINE ON THE PRIVATE PROPERTY SIDE.
7. AT THE TIME OF INSTALLATION, THE NURSERY TAGS MUST REMAIN ON THE TREES AND A WRITTEN STATEMENT MUST BE SUBMITTED TO THE DEPARTMENT OF PLANNING & ZONING TO CERTIFY THAT THE CORRECT SPECIES OF TREES HAS BEEN INSTALLED.
8. TREES SHALL BE INSTALLED WITH ROOT GUARDS IN ACCORDANCE WITH THE TOWN OF HOLLY SPRINGS' ENGINEERING DESIGN & CONSTRUCTION STANDARDS.

LANDSCAPE NOTES

1. NO SINGLE SPECIES OF LANDSCAPE MATERIAL, EXCEPT GRASS SHALL CONSTITUTE MORE THAN 25% OF THE PLANT MATERIAL OF ITS TYPE INSTALLED ON A SINGLE DEVELOPMENT SITE.
 2. NO LANDSCAPING SHALL BE PLANTED ON THE DAM OF ANY POND.
- THOROUGHFARES, STREET TREE PLANTINGS:
1. ALL TREES SHALL BE LOCATED A MINIMUM OF 50' FROM THE POINT OF TANGENCY OF CURB RADI AT STREET INTERSECTIONS AND OUTSIDE OF SITE DISTANCE TRIANGLES.
 2. TREES SHALL BE LOCATED WITHIN 5' FROM THE RIGHT OF WAY LINE ON THE PRIVATE PROPERTY.
 3. TREES SHALL BE LOCATED A MINIMUM OF TWENTY-FIVE (25) FEET FROM THE BASE OF ALL STREET LIGHT POLES.
 4. YARDS ALONG THOROUGHFARES CAN BE REDUCE TO 30' IN ACCORDANCE WITH UDO SECTION 4.02 FOR LOTS IN THE RT DISTRICT



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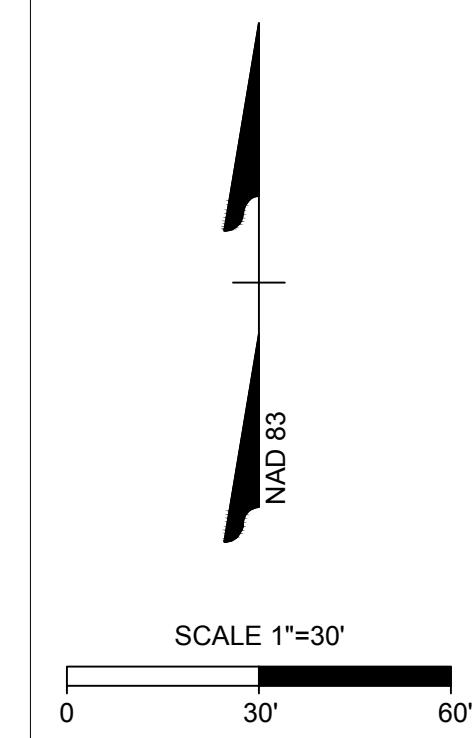
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TIMMONS GROUP

OAKVIEW PHASE I
WAKE COUNTY - NORTH CAROLINA
OVERALL PLANTING PLAN

JOB NO. 46886
SHEET NO. L2.0

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PLANT KEY							
DECIDUOUS OVERSTORY TREES	BOTANICAL NAME	UNDERSTORY TREES	BOTANICAL NAME	EVERGREEN TREE	BOTANICAL NAME	SHRUBS	BOTANICAL NAME
AB	ACER BUERGERIANUM	AG	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE'	CD	CEDRUS DEODARA	AE	ABELIA X GRANDIFLORA
GB	GINKGO BILOBA 'AUTUMN GOLD' TM	CC	CERCIS CANADENSIS 'FOREST PANSY' TM	CJ	CRYPTOMERIA JAPONICA	AK	ABELIA X GRANDIFLORA 'KALEIDOSCOPE'
NW	NYSSA SYLVATICA 'WILDFIRE'	CV	CHIONANTHUS VIRGINICUS	IA	ILEX OPACA	CR	CLETHRA ALNIFOLIA 'RUBY SPICE'
PI	PISTACIA CHINENSIS	LC	LAGERSTROEMIA INDICA 'CATAWBA'	JB	JUNIPERUS VIRGINIANA 'BRODIE'	DB	DISTYLIUM X 'BLUE CASCADE'
QL	QUERCUS LYRATA	LN	LAGERSTROEMIA INDICA 'NATCHEZ'	TO	THUJA OCCIDENTALIS 'GREEN GIANT'	IH	ILEX CORNUTA 'CARISSA'
QN	QUERCUS NUTTALLII	LB	LAGERSTROEMIA X 'BLACK DIAMOND'	SMALL EVERGREEN TREES	BOTANICAL NAME	IC	ILEX CRENATA 'COMPACTA'
QP	QUERCUS PHELLOS	OA	OXYDENDRUM ARBOREUM	IVY	ILEX VOMITORIA	IG	ILEX GLABRA
QR	QUERCUS RUBRA			IR	ILEX X 'NELLIE R. STEVENS'	IS	ILEX GLABRA 'SHAMROCK'
QS	QUERCUS SHUMARDII			IAS	ILEX X ATTENUATA 'SAVANNAH'	IV	ILEX VOMITORIA 'NANA'
UP	ULMUS AMERICANA 'PRINCETON'			IF	ILEX X FOSTERI	IT	ITEA VIRGINICA 'LITTLE HENRY'
UA	ULMUS PARVIFOLIA 'ALLEE'			MG	MAGNOLIA GRANDIFLORA 'LITTLE GEM'	LE	LOROPETALUM CHINENSE 'EMERALD SNOW'
				MCW	MYRICA CERIFERA	LR	LOROPETALUM CHINENSE RUBRUM 'RUBY'
						MC	MYRICA CERIFERA 'DON S DWARF'
						PC	PRUNUS CAROLINIANA 'COMPACTA'
						PL	PRUNUS LAUROCERASUS 'OTTO LUYKEN'
						RU	RHAPHIOLEPIS UMBELLATA 'PINKIE'
						VO	VIBURNUM OBOVATUM 'MRS. SCHILLERS DELIGHT'

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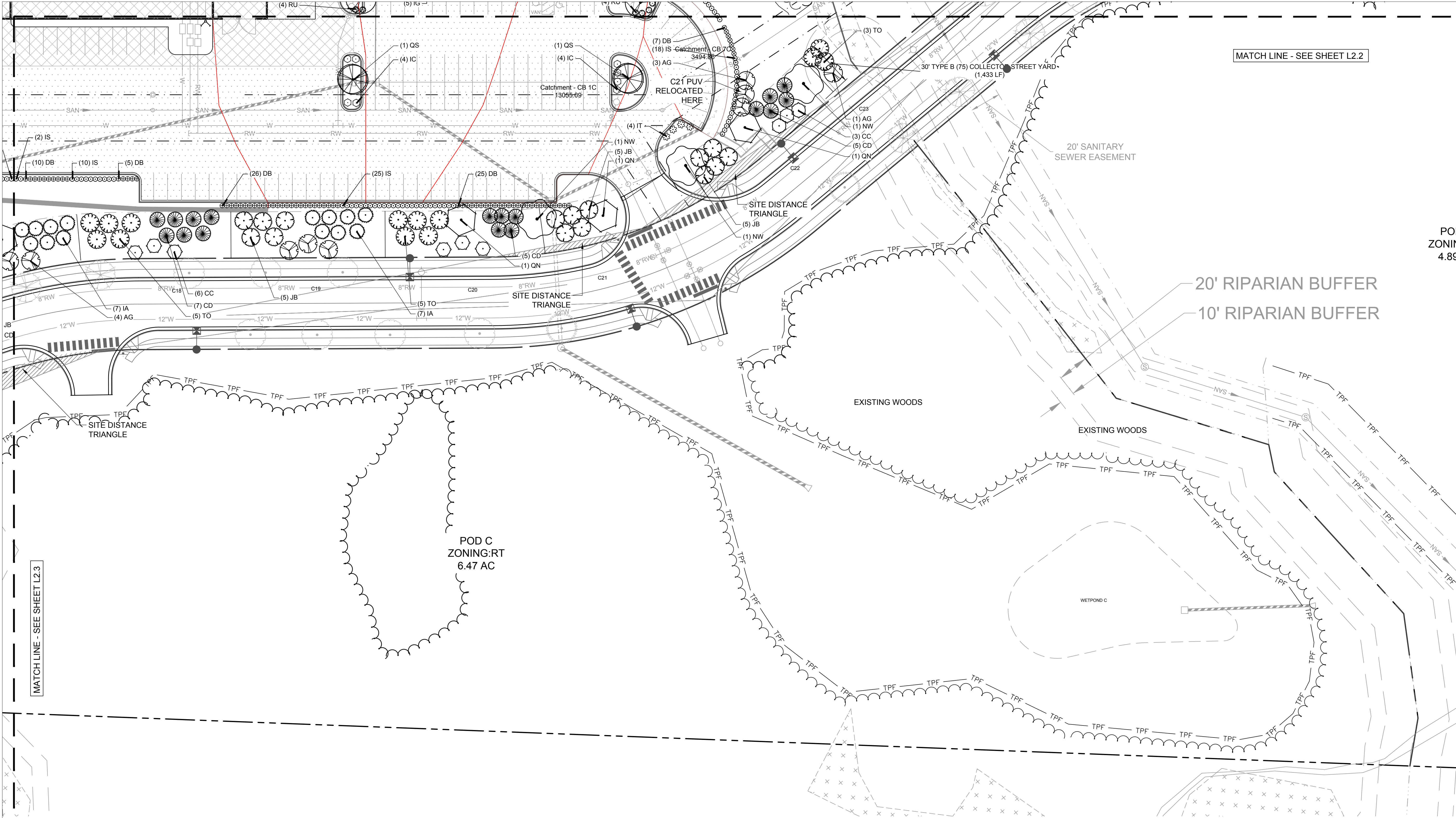
WAKE COUNTY - NORTH CAROLINA

PLANTING PLAN

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NW	NYSSA SYLVATICA 'WILDFIRE'	CV	CHIONANTHUS VIRGINICUS	IA	ILEX OPACA	CR	CLETHRA ALNIFOLIA 'RUBY SPICE'
PI	PISTACIA CHINENSIS	LC	LAGERSTROEMIA INDICA 'CATAWBA'	JB	JUNIPERUS VIRGINIANA 'BRODIE'	DB	DISTYLIUM X 'BLUE CASCADE'
QL	QUERCUS LYRATA	LN	LAGERSTROEMIA INDICA 'NATCHEZ'	TO	THUJA OCCIDENTALIS 'GREEN GIANT'	IH	ILEX CORNUA 'CARISSA'
QN	QUERCUS NUTTALLII	LB	LAGERSTROEMIA X 'BLACK DIAMOND'	SMALL EVERGREEN TREES	BOTANICAL NAME	IC	ILEX CRENATA 'COMPACTA'
QP	QUERCUS PHELLOS	OA	OXYDENDRUM ARBOREUM	IVY	ILEX VOMITORIA	IG	ILEX GLABRA
QR	QUERCUS RUBRA			IR	ILEX X 'NELLIE R. STEVENS'	IS	ILEX GLABRA 'SHAMROCK'
QS	QUERCUS SHUMARDII			IAS	ILEX X ATTENUATA 'SAVANNAH'	IV	ILEX VOMITORIA 'NANA'
UP	ULMUS AMERICANA 'PRINCETON'			IF	ILEX X FOSTERI	IT	ITEA VIRGINICA 'LITTLE HENRY'
UA	ULMUS PARVIFOLIA 'ALLEE'			MG	MAGNOLIA GRANDIFLORA 'LITTLE GEM'	LE	LOROPETALUM CHINENSE 'EMERALD SNOW'
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QP	QUERCUS PHELLOS	OA	OXYDENDRUM ARBOREUM	IVY	ILEX VOMITORIA	IG	ILEX GLABRA
QR	QUERCUS RUBRA			IR	ILEX X 'NELLIE R. STEVENS'	IS	ILEX GLABRA 'SHAMROCK'
QS	QUERCUS SHUMARDII			IAS	ILEX X ATTENUATA 'SAVANNAH'	IV	ILEX VOMITORIA 'NANA'
UP	ULMUS AMERICANA 'PRINCETON'			IF	ILEX X FOSTERI	IT	ITEA VIRGINICA 'LITTLE HENRY'
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WAKE COUNTY - NORTH CAROLINA

PLANTING PLAN

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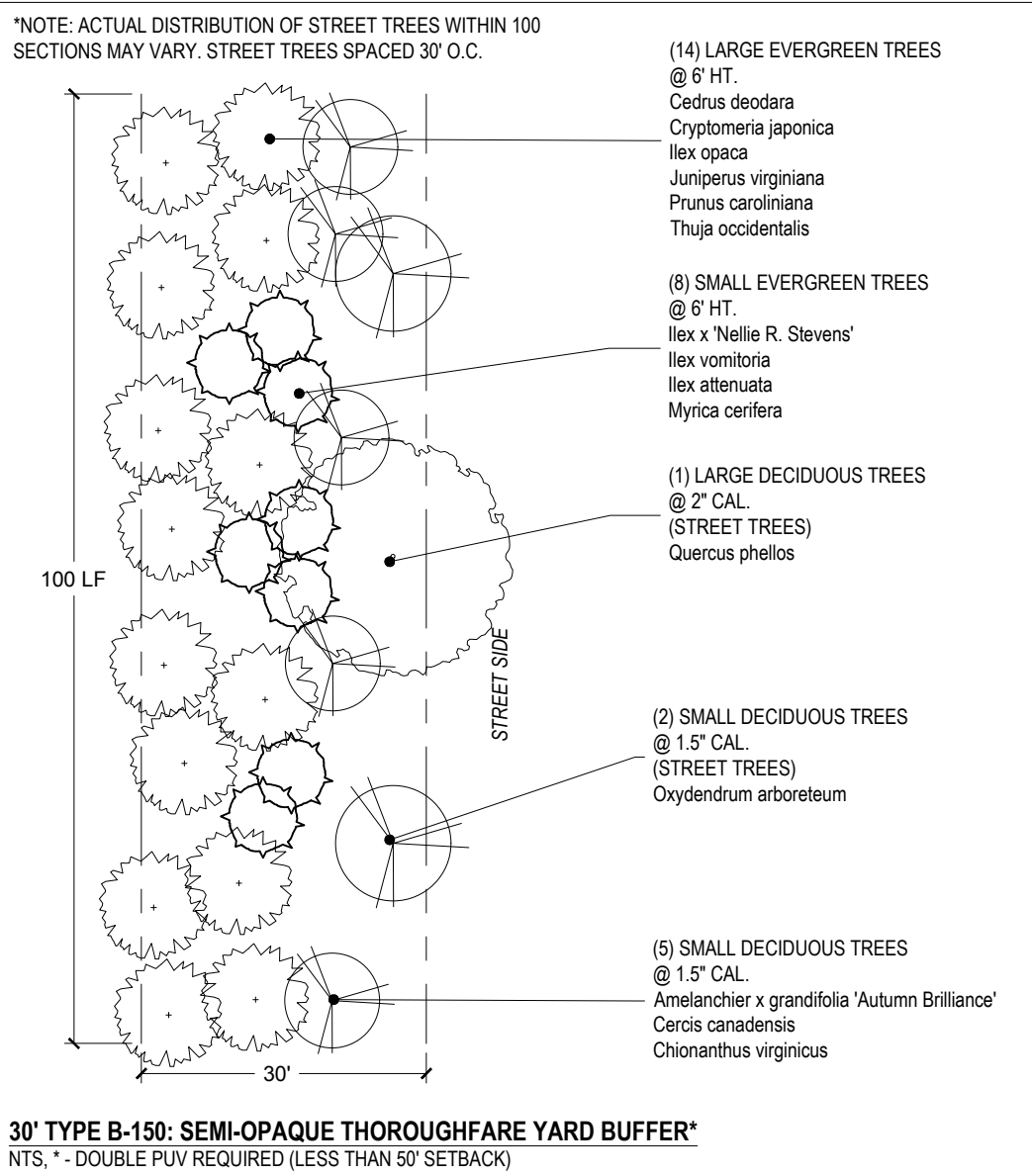
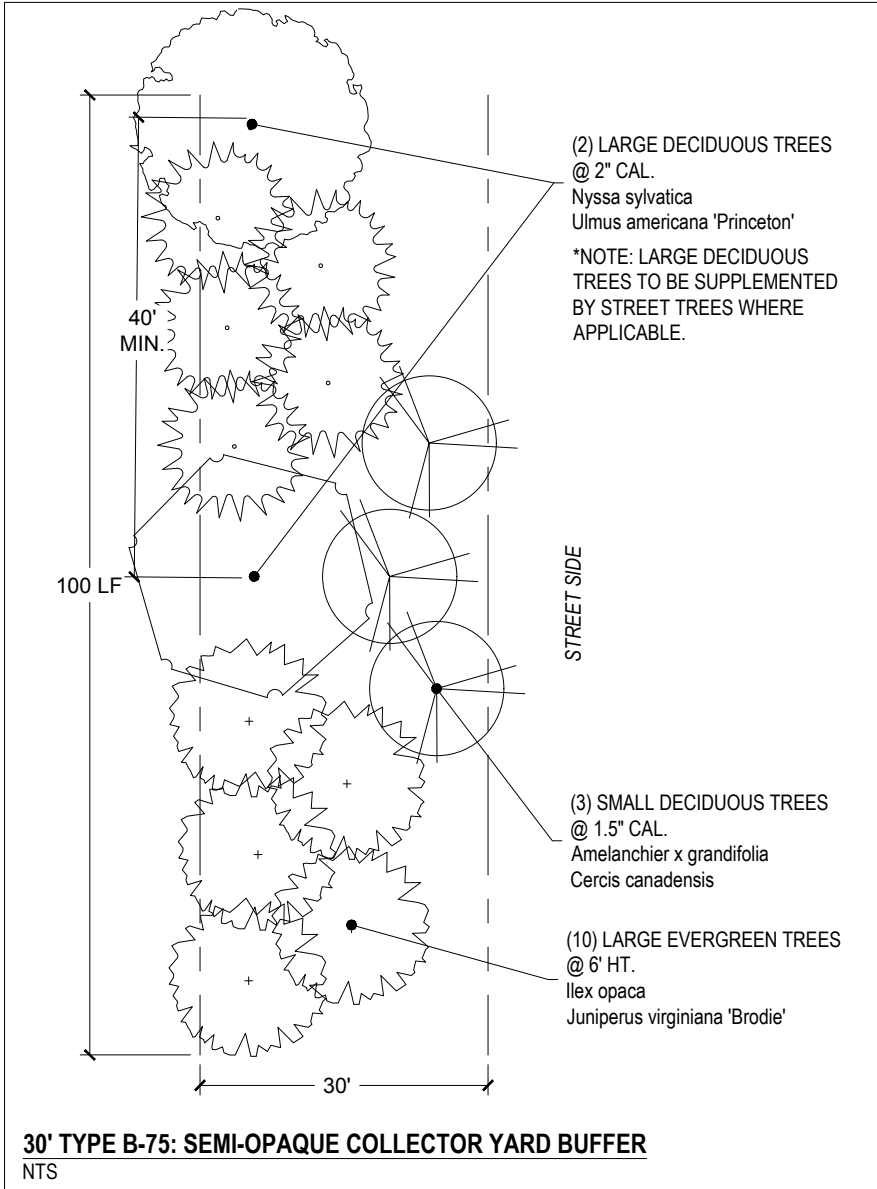
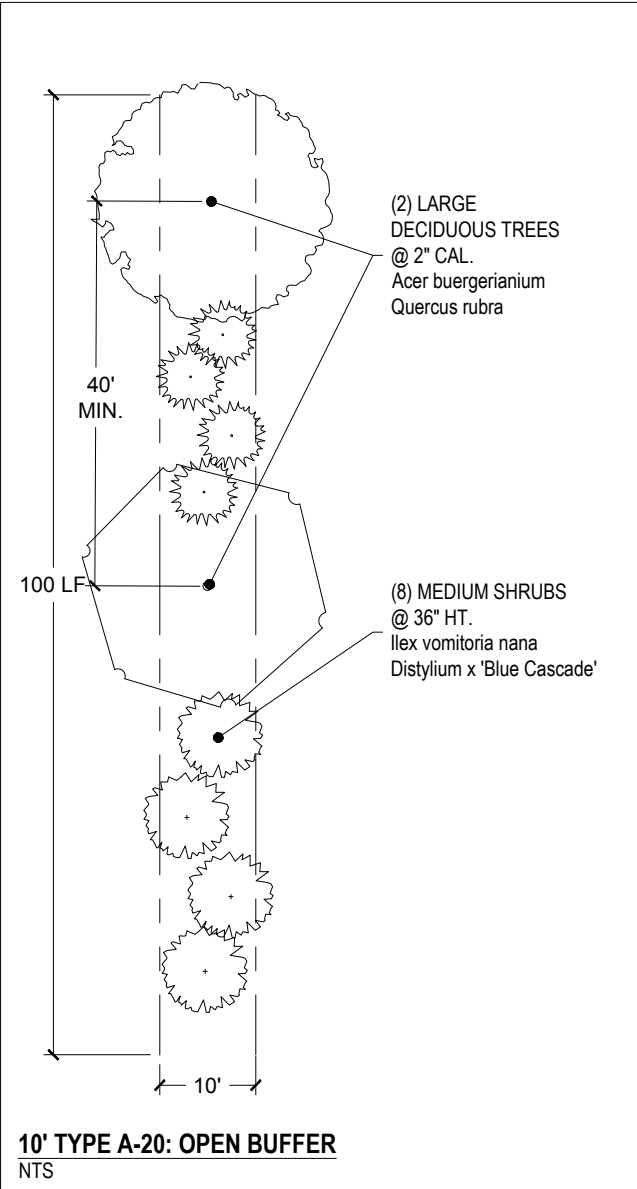
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PERIMETER YARD LANDSCAPING TABLE							
INCREMENT	LANDSCAPE MATERIAL/100'	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED	WIDTH	MINIMUM REQUIREMENT
N1	1 LARGE DECIDUOUS @ 2" CAL (6 POINTS EA.) 7 SMALL DECIDUOUS @ 1.5" CAL (5 POINTS EA.) 14 LARGE EVERGREEN @ 6' (5 POINTS EA.) 8 SMALL EVERGREEN @ 6' (5 POINTS EA.)	6 35 70 40	151	4% 23% 46% 27%	TYPE B - 150	30'	20% SMALL DECIDUOUS 40% LARGE EVERGREEN
N2	1 LARGE DECIDUOUS @ 2" CAL (6 POINTS EA.) 7 SMALL DECIDUOUS @ 1.5" CAL (5 POINTS EA.) 14 LARGE EVERGREEN @ 6' (5 POINTS EA.) 8 SMALL EVERGREEN @ 6' (5 POINTS EA.)	6 35 70 40	151	4% 23% 46% 27%	TYPE B - 150	30'	20% SMALL DECIDUOUS 40% LARGE EVERGREEN
N3	2 LARGE DECIDUOUS @ 2" CAL (6 POINTS EA.) 6 SMALL DECIDUOUS @ 1.5" CAL (5 POINTS EA.) 14 LARGE EVERGREEN @ 6' (5 POINTS EA.) 8 SMALL EVERGREEN @ 6' (5 POINTS EA.)	12 30 70 40	152	8% 20% 46% 27%	TYPE B - 150	30'	20% SMALL DECIDUOUS 40% LARGE EVERGREEN
N4	1 LARGE DECIDUOUS @ 2" CAL (6 POINTS EA.) 7 SMALL DECIDUOUS @ 1.5" CAL (5 POINTS EA.) 14 LARGE EVERGREEN @ 6' (5 POINTS EA.) 8 SMALL EVERGREEN @ 6' (5 POINTS EA.)	6 35 70 40	151	4% 23% 46% 27%	TYPE B - 150	30'	20% SMALL DECIDUOUS 40% LARGE EVERGREEN
N5	2 LARGE DECIDUOUS @ 2" CAL (6 POINTS EA.) 6 SMALL DECIDUOUS @ 1.5" CAL (5 POINTS EA.) 14 LARGE EVERGREEN @ 6' (5 POINTS EA.) 8 SMALL EVERGREEN @ 6' (5 POINTS EA.)	12 30 70 40	152	8% 20% 46% 27%	TYPE B - 150	30'	20% SMALL DECIDUOUS 40% LARGE EVERGREEN
N6	8 SMALL DECIDUOUS @ 1.5" CAL (5 POINTS EA.) 14 LARGE EVERGREEN @ 6' (5 POINTS EA.) 8 SMALL EVERGREEN @ 6' (5 POINTS EA.)	40 70 40	150	27% 46% 27%	TYPE B - 150* *PUV shown in alternate location	30'	20% SMALL DECIDUOUS 40% LARGE EVERGREEN
N7	1 LARGE DECIDUOUS @ 2" CAL (6 POINTS EA.) 7 SMALL DECIDUOUS @ 1.5" CAL (5 POINTS EA.) 14 LARGE EVERGREEN @ 6' (5 POINTS EA.) 8 SMALL EVERGREEN @ 6' (5 POINTS EA.)	6 35 70 40	151	4% 23% 46% 27%	TYPE B - 150	30'	20% SMALL DECIDUOUS 40% LARGE EVERGREEN
N8	2 LARGE DECIDUOUS @ 2" CAL (6 POINTS EA.) 6 SMALL DECIDUOUS @ 1.5" CAL (5 POINTS EA.) 14 LARGE EVERGREEN @ 6' (5 POINTS EA.) 8 SMALL EVERGREEN @ 6' (5 POINTS EA.)	12 30 70 40	152	8% 20% 46% 27%	TYPE B - 150	30'	20% SMALL DECIDUOUS 40% LARGE EVERGREEN
N9	1 LARGE DECIDUOUS @ 2" CAL (6 POINTS EA.) 7 SMALL DECIDUOUS @ 1.5" CAL (5 POINTS EA.) 14 LARGE EVERGREEN @ 6' (5 POINTS EA.) 8 SMALL EVERGREEN @ 6' (5 POINTS EA.)	6 35 70 40	151	4% 23% 46% 27%	TYPE B - 150	30'	20% SMALL DECIDUOUS 40% LARGE EVERGREEN
N10	2 LARGE DECIDUOUS @ 2" CAL (6 POINTS EA.) 6 SMALL DECIDUOUS @ 1.5" CAL (5 POINTS EA.) 14 LARGE EVERGREEN @ 6' (5 POINTS EA.) 8 SMALL EVERGREEN @ 6' (5 POINTS EA.)	12 30 70 40	152	8% 20% 46% 27%	TYPE B - 150	30'	20% SMALL DECIDUOUS 40% LARGE EVERGREEN
N11	2 LARGE DECIDUOUS @ 2" CAL (6 POINTS EA.) 6 SMALL DECIDUOUS @ 1.5" CAL (5 POINTS EA.) 14 LARGE EVERGREEN @ 6' (5 POINTS EA.) 8 SMALL EVERGREEN @ 6' (5 POINTS EA.)	12 30 70 40	152	8% 20% 46% 27%	TYPE B - 150	30'	20% SMALL DECIDUOUS 40% LARGE EVERGREEN
N12	1 LARGE DECIDUOUS @ 2" CAL (6 POINTS EA.) 7 SMALL DECIDUOUS @ 1.5" CAL (5 POINTS EA.) 14 LARGE EVERGREEN @ 6' (5 POINTS EA.) 8 SMALL EVERGREEN @ 6' (5 POINTS EA.)	6 35 70 40	151	4% 23% 46% 27%	TYPE B - 150	30'	20% SMALL DECIDUOUS 40% LARGE EVERGREEN
N13	2 LARGE DECIDUOUS @ 2" CAL (6 POINTS EA.) 5 SMALL DECIDUOUS @ 1.5" CAL (5 POINTS EA.) 10 LARGE EVERGREEN @ 6' (5 POINTS EA.) 6 SMALL EVERGREEN @ 6' (5 POINTS EA.)	12 25 50 30	117	10% 22% 43% 25%	TYPE B - 113* *PUV Pro-rated over remaining 75'	30'	20% SMALL DECIDUOUS 40% LARGE EVERGREEN
C1-C2 C4-C6	2 LARGE DECIDUOUS @ 2" CAL (6 POINTS EA.) 3 SMALL DECIDUOUS @ 1.5" CAL (5 POINTS EA.) 10 LARGE EVERGREEN @ 6' (5 POINTS EA.)	12 15 50	77	16% 20% 67%	TYPE B - 75	30'	20% SMALL DECIDUOUS 40% LARGE EVERGREEN
C3	2 LARGE DECIDUOUS @ 2" CAL (6 POINTS EA.) 3 SMALL DECIDUOUS @ 1.5" CAL (5 POINTS EA.) 10 LARGE EVERGREEN @ 6' (5 POINTS EA.)	12 15 50	77	16% 20% 67%	TYPE B - 75 *40 PUV shown in alternate location	30'	20% SMALL DECIDUOUS 40% LARGE EVERGREEN
C7-B	1 LARGE DECIDUOUS @ 2" CAL (6 POINTS EA.) 2 SMALL DECIDUOUS @ 1.5" CAL (5 POINTS EA.) 5 LARGE EVERGREEN @ 6' (5 POINTS EA.)	6 10 25	41	16% 27% 67%	TYPE B - 38 *PUV Pro-rated over remaining 50'	30'	20% SMALL DECIDUOUS 40% LARGE EVERGREEN
C8-C10	2 LARGE DECIDUOUS @ 2" CAL (6 POINTS EA.) 3 SMALL DECIDUOUS @ 1.5" CAL (5 POINTS EA.) 10 LARGE EVERGREEN @ 6' (5 POINTS EA.)	12 15 50	77	16% 20% 67%	TYPE B - 75	30'	20% SMALL DECIDUOUS 40% LARGE EVERGREEN
C11	2 LARGE DECIDUOUS @ 2" CAL (6 POINTS EA.) 3 SMALL DECIDUOUS @ 1.5" CAL (5 POINTS EA.) 12 LARGE EVERGREEN @ 6' (5 POINTS EA.)	12 15 60	87	16% 20% 80%	TYPE C - 75	30'	20% SMALL DECIDUOUS 75% LARGE EVERGREEN
C12	2 LARGE DECIDUOUS @ 2" CAL (6 POINTS EA.) 3 SMALL DECIDUOUS @ 1.5" CAL (5 POINTS EA.) 12 LARGE EVERGREEN @ 6' (5 POINTS EA.)	12 15 60	87	16% 20% 80%	TYPE C - 75 *41 PUV shown in alternate location	30'	20% SMALL DECIDUOUS 75% LARGE EVERGREEN
C13-C19	2 LARGE DECIDUOUS @ 2" CAL (6 POINTS EA.) 3 SMALL DECIDUOUS @ 1.5" CAL (5 POINTS EA.) 12 LARGE EVERGREEN @ 6' (5 POINTS EA.)	12 15 60	87	16% 20% 80%	TYPE C - 75	30'	20% SMALL DECIDUOUS 75% LARGE EVERGREEN
C20	2 LARGE DECIDUOUS @ 2" CAL (6 POINTS EA.) 3 SMALL DECIDUOUS @ 1.5" CAL (5 POINTS EA.) 10 LARGE EVERGREEN @ 6' (5 POINTS EA.)	12 15 50	77	16% 20% 67%	TYPE B - 75	30'	20% SMALL DECIDUOUS 40% LARGE EVERGREEN
C21	2 LARGE DECIDUOUS @ 2" CAL (6 POINTS EA.) 3 SMALL DECIDUOUS @ 1.5" CAL (5 POINTS EA.) 10 LARGE EVERGREEN @ 6' (5 POINTS EA.)	12 15 50	77	16% 20% 67%	TYPE B - 75 *15 PUV shown in alternate location	30'	20% SMALL DECIDUOUS 40% LARGE EVERGREEN
C22	2 LARGE DECIDUOUS @ 2" CAL (6 POINTS EA.) 3 SMALL DECIDUOUS @ 1.5" CAL (5 POINTS EA.) 10 LARGE EVERGREEN @ 6' (5 POINTS EA.)	12 15 50	77	16% 20% 67%	TYPE B - 75	30'	20% SMALL DECIDUOUS 40% LARGE EVERGREEN
C23	1 SMALL DECIDUOUS @ 1.5" CAL (5 POINTS EA.) 3 LARGE EVERGREEN @ 6' (5 POINTS EA.)	5 15	20	25% 75%	TYPE B - 17 *PUV Pro-rated over remaining 22'	30'	20% SMALL DECIDUOUS 40% LARGE EVERGREEN
E1	2 LARGE DECIDUOUS @ 2" CAL (6 POINTS EA.) 8 MEDIUM SHRUBS @ 36" H (1 POINTS EA.)	12 8	20	60% 40%	TYPE A - 20	10'	60% LARGE DECIDUOUS
E2-10	EX. VEGETATION. SEE TREE INVENTORY.		20		TYPE A - 20	10'	60% LARGE DECIDUOUS

*TYPE C - 75 buffer shown to screen loading areas (exceeds B-75 requirements)

*TYPE C - 75 buffer shown to screen loading areas (exceeds B-75 requirements)

*TYPE C - 75 buffer shown to screen loading areas (exceeds B-75 requirements)



LANDSCAPE CALCULATIONS:

FOUNDATION PLANTINGS:

REQUIRED ALONG THE FRONT, SIDE AND REAR OF THE BUILDING
MAX DISTANCE OF 12' FROM BUILDING
MIN OF 20 PUV / 100 LF
MIN. 6" WIDE AREA (PLANTERS MUST BE APPROVED WITH MIN. 3" WIDE)

BUILDING A:

NORTH FACADE:
REQUIRED AREA: 530' LF X 2' = 1,060 SF
PROVIDED AREA: 1,060SF
PUV REQUIRED: 530' / 100 = 5.3, X 20 = 106
PUV PROVIDED: 2 SMALL DECIDUOUS @ 1 1/2" CALIPER = 10
66 SHRUBS @ 36" HIGH = 30
TOTAL PUV = 106

EAST FACADE:
REQUIRED AREA: 202' LF X 2' = 404 SF
PROVIDED AREA: 404SF
PUV REQUIRED: 202' / 100 = 2.02, X 20 = 41
PUV PROVIDED: 6 SMALL DECIDUOUS @ 1 1/2" CALIPER = 30
3 SMALL EVERGREEN @ 6" H = 15
25 SHRUBS @ 36" HIGH = 26
TOTAL PUV = 71
(INCL. RELOCATED EAST FACADE PUV = 30)

WEST FACADE:
REQUIRED AREA: 202' LF X 2' = 404 SF
PROVIDED AREA: 404SF
PUV REQUIRED: 202' / 100 = 2.02, X 20 = 41
PUV PROVIDED: 5 SMALL DECIDUOUS @ 1 1/2" CALIPER = 25
21 SHRUBS @ 36" HIGH = 21
TOTAL PUV = 46

SOUTH FACADE:
REQUIRED AREA: 530' LF X 2' = 1,060 SF
PROVIDED AREA: 1,060SF
PUV REQUIRED: 530' / 100 = 5.3, X 20 = 106
PUV PROVIDED: 7 SMALL DECIDUOUS @ 1 1/2" CALIPER = 35
41 SHRUBS @ 36" HIGH = 41
TOTAL PUV = 76 (30' PUV LOCATED TO EAST)

BUILDING B:

NORTH FACADE:
REQUIRED AREA: 202' LF X 2' = 404 SF
PROVIDED AREA: 404SF
PUV REQUIRED: 202' / 100 = 2.02, X 20 = 41
PUV PROVIDED: 2 SMALL EVERGREEN @ 6" H = 10
31 SHRUBS @ 36" HIGH = 31
TOTAL PUV = 41

EAST FACADE:
REQUIRED AREA: 530' LF X 2' = 1,060 SF
PROVIDED AREA: 1,060SF
PUV REQUIRED: 530' / 100 = 5.3, X 20 = 106
PUV PROVIDED: 6 SMALL DECIDUOUS @ 1 1/2" CALIPER = 15
2 SMALL EVERGREEN @ 6" H = 10
27 SHRUBS @ 36" HIGH = 27
TOTAL PUV = 52 (64" PUV LOCATED TO WEST)

WEST FACADE:
REQUIRED AREA: 530' LF X 2' = 1,060 SF
PROVIDED AREA: 1,060SF
PUV REQUIRED: 530' / 100 = 5.3, X 20 = 106
PUV PROVIDED: 14 SMALL DECIDUOUS @ 1 1/2" CALIPER = 70
4 SMALL EVERGREEN @ 6" H = 20
70 SHRUBS @ 36" HIGH = 70
TOTAL PUV = 160
(INCL. RELOCATED EAST FACADE PUV = 54)

SOUTH FACADE:
REQUIRED AREA: 202' LF X 2' = 404 SF
PROVIDED AREA: 404SF
PUV REQUIRED: 202' / 100 = 2.02, X 20 = 41
PUV PROVIDED: 2 SMALL DECIDUOUS @ 1 1/2" CALIPER = 10
31 SHRUBS @ 36" HIGH = 31
TOTAL PUV = 41

LANDSCAPE CALCULATIONS:

STREET TREES:
PROVIDED WITH INFRASTRUCTURE DEVELOPMENT
SUBMITTAL CURRENTLY IN REVIEW.

INTERIOR PARKING:
1 ISLAND / 10 PARKING SPACES
1 TREE & 4 SHRUBS / ISLAND

BUILDING A:
261 SPACES
27 TREES & 108 SHRUBS REQUIRED / PROVIDED

BUILDING B:
261 SPACES
27 TREES & 108 SHRUBS REQUIRED / PROVIDED

TOTAL: 54 TREES & 216 SHRUBS REQUIRED / PROVIDED

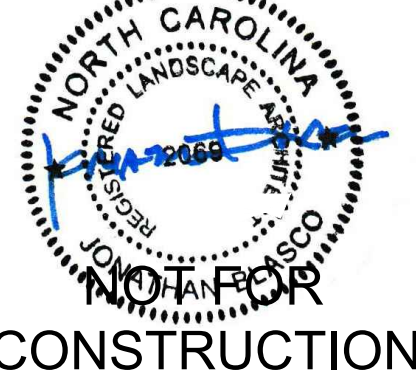
PARKING LOT SCREENING:
SHRUBS (24" MIN HT.), 3' O.C.
MIN. 35 PUV

LANDSCAPE CALCULATIONS:

LOADING ZONE SCREENING:

ALTERNATE SCREENING PROVIDED THROUGH THE REQUESTED WAIVER FOR
LOADING ZONE LOCATION, SCREENED WITH TYPE C LANDSCAPE SCREENING WITH
A PLANT UNIT VALUE OF AT LEAST FORTY (40), FOR THE FULL DEPTH OF THE
LOADING SPACES, PER UDO SECTION 4.05.B.1.C.

TYPE C - 75 OPAQUE LANDSCAPE BUFFER SHOWN IN PLACE OF TYPE B - 75
SEMI-OPAQUE STREET YARD BUFFER.



CONSTRUCTION

THIS DRAWING PREPARED AT THE
RALEIGH OFFICE
5410 Trinity Road, Suite 102 | Raleigh, NC 27607
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YOUR VISION ACHIEVED THROUGH OURS.

REVISION DESCRIPTION

DATE	2nd Submittal DP	3rd Submittal DP	4th Submittal DP
02/19/2021	03/26/2021	04/16/2021	

DRAWN BY

M ALDERMAN

DESIGNED BY

M ALDERMAN

CHECKED BY

J BLASCO

SCALE

AS SHOWN

TIMMONS GROUP

OAKVIEW PHASE I

WAKE COUNTY - NORTH CAROLINA

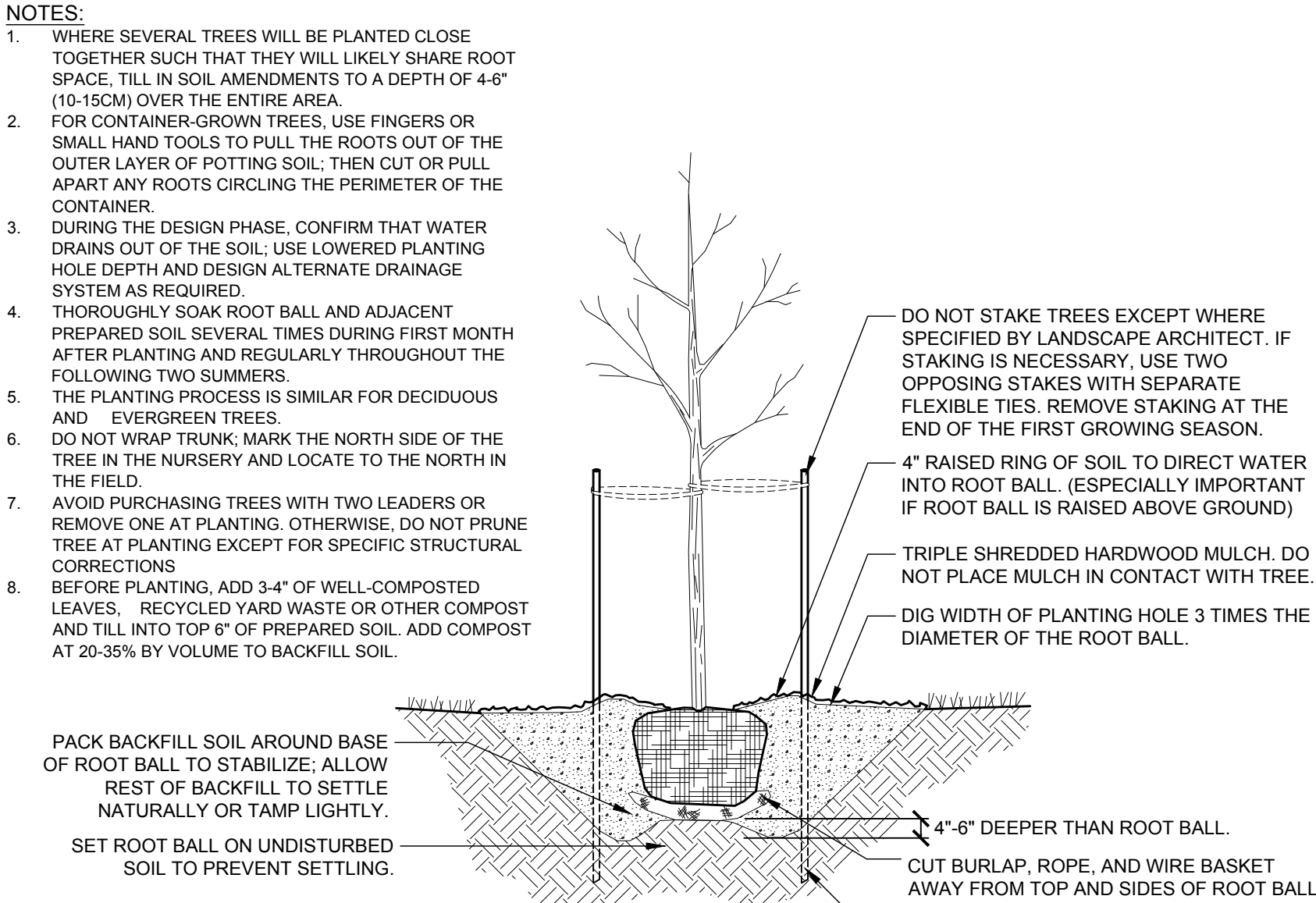
PLANTING NOTES AND DETAILS

JOB NO.
46886

SHEET NO.
L2.5

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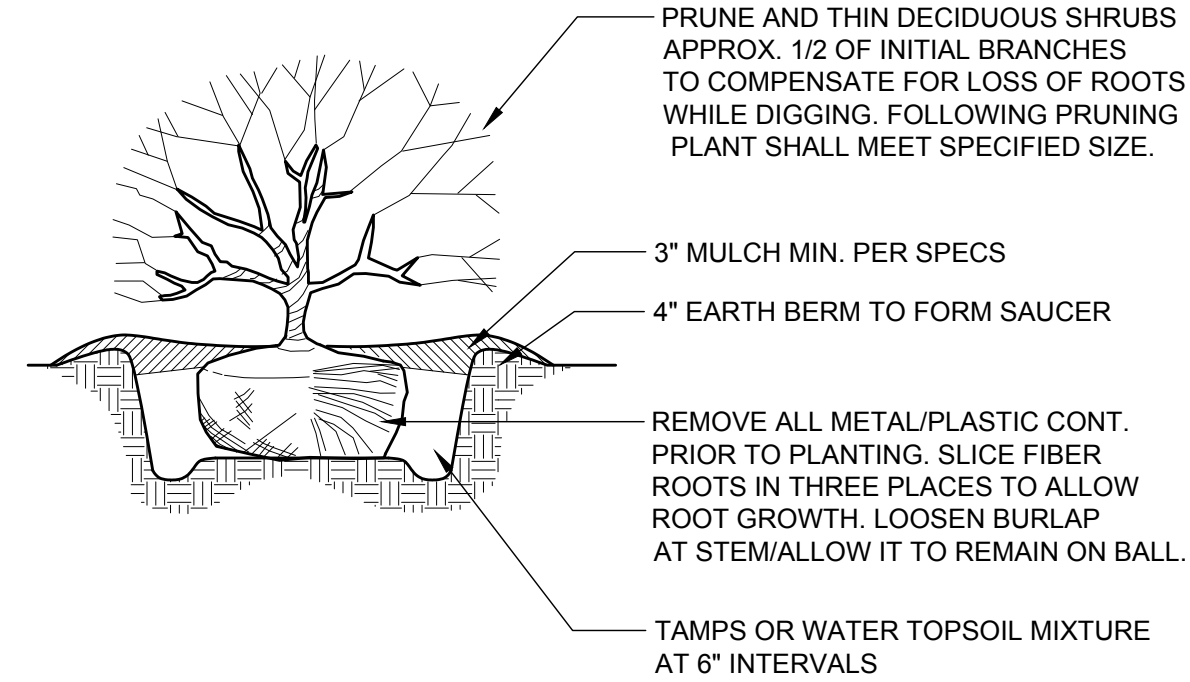
PLANT SCHEDULE							
DECIDUOUS OVERSTORY TREES	QTY	BOTANICAL NAME	COMMON NAME	MIN. INSTALLED SIZE	ROOT	TYPE	%
AB	1	ACER BUERGERIANUM	TRIDENT MAPLE	2" CAL.	B&B	PERIMETER BUFFER	1%
NW	10	NYSSA SYLVATICA 'WILDFIRE'	BLACK GUM	2" CAL.	B&B	PERIMETER BUFFER	10%
PI	16	PISTACIA CHINENSIS	CHINESE PISTACHE	2" CAL.	B&B	INTERIOR PARKING ISLAND	17%
QL	21	QUERCUS LYRATA	OVERCUP OAK	2" CAL.	B&B	INTERIOR PARKING ISLAND	22%
QN	12	QUERCUS NUTTALLII	NUTTALL OAK	2" CAL.	B&B	PERIMETER BUFFER	13%
QP	18	QUERCUS PHELLOS	WILLOW OAK	2" CAL.	B&B	STREET TREES	19%
QR	1	QUERCUS RUBRA	RED OAK	2" CAL.	B&B	PERIMETER BUFFER	1%
QS	9	QUERCUS SHUMARDII	SHUMARD RED OAK	2" CAL.	B&B	INTERIOR PARKING ISLAND	9%
UP	8	ULMUS AMERICANA 'PRINCETON'	AMERICAN ELM	2" CAL.	B&B	INTERIOR PARKING ISLAND	8%
SMALL EVERGREEN TREES	QTY	BOTANICAL NAME	COMMON NAME	MIN. INSTALLED SIZE	ROOT	TYPE	%
IVY	32	ILEX VOMITORIA	YAUPON HOLLY	6' HT.	B&B	PERIMETER BUFFER	24%
IR	30	ILEX X 'NELLIE R. STEVENS'	NELLIE R. STEVENS HOLLY	6' HT.	B&B	PERIMETER BUFFER	23%
IAS	8	ILEX X ATTENUATA 'SAVANNAH'	SAVANNAH HOLLY	6' HT.	B&B	PERIMETER BUFFER	6%
IF	9	ILEX X FOSTERI	FOSTER'S HOLLY	4' HT.	B&B	MEDIAN LANDSCAPING	7%
MG	22	MAGNOLIA GRANDIFLORA 'LITTLE GEM'	DWARF SOUTHERN MAGNOLIA	6' HT.	B&B	FOUNDATION	17%
MCW	32	MYRICA CERIFERA	WAX MYRTLE	6' HT.	B&B	PERIMETER BUFFER	24%
EVERGREEN TREE	QTY	BOTANICAL NAME	COMMON NAME	MIN. INSTALLED SIZE	ROOT	TYPE	%
CD	93	CEDRUS DEODARA	DEODAR CEDAR	6' HT.	B&B	PERIMETER BUFFER	23%
CJ	21	CRYPTOMERIA JAPONICA	JAPANESE CEDAR	6' HT.	B&B	PERIMETER BUFFER	5%
IA	99	ILEX OPACA	AMERICAN HOLLY	6' HT.	B&B	PERIMETER BUFFER	25%
JB	98	JUNIPERUS VIRGINIANA 'BRODIE'	BRODIE COLUMNAR CEDAR	6' HT.	B&B	PERIMETER BUFFER	24%
TO	93	THUJA OCCIDENTALIS ' GREEN GIANT'	ARBOVITAE	6' HT.	B&B	PERIMETER BUFFER	23%
UNDERSTORY TREES	QTY	BOTANICAL NAME	COMMON NAME	MIN. INSTALLED SIZE	ROOT	TYPE	%
AG	46	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE APPLE SERVICEBERRY	1.5" CAL.	B&B	PERIMETER BUFFER	22%
CC	51	CERCIS CANADENSIS 'FOREST PANSY' TM	FOREST PANSY REDBUD	1.5" CAL.	B&B	PERIMETER BUFFER	24%
CV	34	CHIONANTHUS VIRGINICUS	WHITE FRINGETREE	1.5" CAL.	B&B	PERIMETER BUFFER	16%
LC	4	LAGERSTROEMIA INDICA 'CATAWBA'	CATAWBA CRAPE MYRTLE	1.5" CAL.	B&B	FOUNDATION	2%
LN	22	LAGERSTROEMIA INDICA 'NATCHEZ'	CRAPE MYRTLE	1.5" CAL.	B&B	FOUNDATION	10%
LB	12	LAGERSTROEMIA X 'BLACK DIAMOND'	CRAPE MYRTLE	1.5" CAL.	B&B	FOUNDATION	6%
OA	43	OXYDENDRUM ARBOREUM	SOURWOOD TREE	2" CAL.	B&B	STREET TREES	20%
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	MIN. INSTALLED SIZE	ROOT	TYPE	%
AE	27	ABELIA X GRANDIFLORA	GLOSSY ABELIA	36" HT.	5 GAL.	FOUNDATION	2%
AK	102	ABELIA X GRANDIFLORA 'KALEIDOSCOPE'	KALEIDOSCOPE GLOSSY ABELIA	24" HT.	5 GAL.	MEDIAN LANDSCAPING	7%
CR	54	CLETHRA ALNIFOLIA 'RUBY SPICE'	RUBY SPICE CLETHRA	36" HT.	5 GAL.	FOUNDATION	4%
DB	310	DISTYLIIUM X 'BLUE CASCADE'	DISTYLIIUM	24" HT.	5 GAL.	SCREENING	21%
IH	210	ILEX CORNUTA 'CARISSA'	CARISSA HOLLY	24" HT.	5 GAL.	MEDIAN LANDSCAPING	14%
IC	100	ILEX CRENATA 'COMPACTA'	DWARF JAPANESE HOLLY	24" HT.	5 GAL.	INTERIOR PARKING ISLANDS	7%
IG	86	ILEX GLABRA	INKBERRY HOLLY	36" HT.	5 GAL.	FOUNDATION	6%
IS	322	ILEX GLABRA 'SHAMROCK'	SHAMROCK INKBERRY HOLLY	24" HT.	5 GAL.	SCREENING	22%
IV	4	ILEX VOMITORIA 'NANA'	DWARF YAUPON	36" HT.	5 GAL.	PERIMETER BUFFER	0.2%
IT	24	ITEA VIRGINICA 'LITTLE HENRY'	LITTLE HENRY VIRGINIA SWEETSPIRE	24" HT.	5 GAL.	INTERIOR PARKING ISLANDS	2%
LE	52	LOROPETALUM CHINENSE 'EMERALD SNOW'	EMERALD SNOW LOROPETALUM	24" HT.	5 GAL.	INTERIOR PARKING ISLANDS	4%
LR	65	LOROPETALUM CHINENSE RUBRUM 'RUBY'	RUBY FRINGE FLOWER	36" HT.	5 GAL.	FOUNDATION	4%
MC	20	MYRICA CERIFERA 'DON'S DWARF'	DON'S DWARF WAX MYRTLE	36" HT.	5 GAL.	FOUNDATION	1%
PC	23	PRUNUS CAROLINIANA 'COMPACTA'	COMPACT CAROLINA LAUREL CHERRY	36" HT.	5 GAL.	FOUNDATION	2%
PL	32	PRUNUS LAUROCERASUS 'OTTO LUYKEN'	OTTO LUYKEN LAUREL	36" HT.	5 GAL.	FOUNDATION	2%
RU	36	RHAPHIOLEPIS UMBELLATA 'PINKIE'	PINK INDIAN HAWHORNE	24" HT.	5 GAL.	INTERIOR PARKING ISLANDS	2%
VO	4	VIBURNUM OBOVATUM 'MRS. SCHILLERS DELIGHT'	MRS. SCHILLERS DELIGHT WALTER'S VIBURNUM	36" HT.	5 GAL.	PERIMETER BUFFER	0.2%



1 TREE PLANTING

NTS

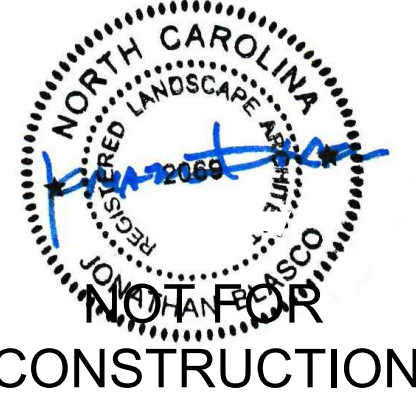
3293--11



- NOTES:
- Soil mix: 1/3 organic matter, 2/3 exist soil.
 - Width of plant pit: sandy soil, 24" wider than plant ball; clay soil, 12" wider than plant ball
 - For planting areas where soil has been com-pacted by equip. contact LA prior to planting.
 - For camellias, rhodos, azaleas, and laurels: soil mix, 2/3 organic and 1/3 existing soil
 - Shrub shall bear same relationship to grade as it did prior to digging.

2 SHRUB PLANTING

NTS



THIS DRAWING PREPARED AT THE
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REVISION DESCRIPTION			
DATE	2nd Submittal DP	3rd Submittal DP	4th Submittal DP
02/19/2021	03/26/2021	04/16/2021	
DATE			
04/16/2021			

DRAWN BY
M ALDERMAN

DESIGNED BY
M ALDERMAN

CHECKED BY
J BLASCO

SCALE
AS SHOWN

TIMMONS GROUP

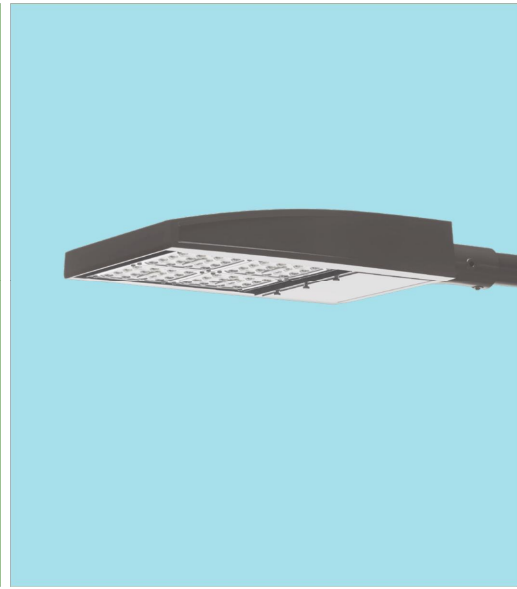
OAKVIEW PHASE I
WAKE COUNTY - NORTH CAROLINA
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Outdoor Lighting
Shoobox LED



The energy-efficient Shoobox LED combines a decorative, contemporary style with versatility and ample lighting effect that is perfect for streets, parking lots, commercial buildings and residential communities. The Shoobox LED provides excellent color rendition along with a controlled light pattern that reduces glare and keeps the light directed only where you want it. Available in black, dark bronze, gray or white with one to four fixtures per pole.

LED	150, 220, 420, 530 watts (Light Emitting Diode)
Mounting heights	25', 30', 35'
Colors	Black Bronze Gray White
Poles	Fiberglass (1 or 2 fixtures per pole) Decorative tapered metal Decorative square metal

Note: 35' pole available in black or bronze only.

For additional information, visit us at duke-energy.com/OutdoorLighting or call us toll free at 866.769.6417.

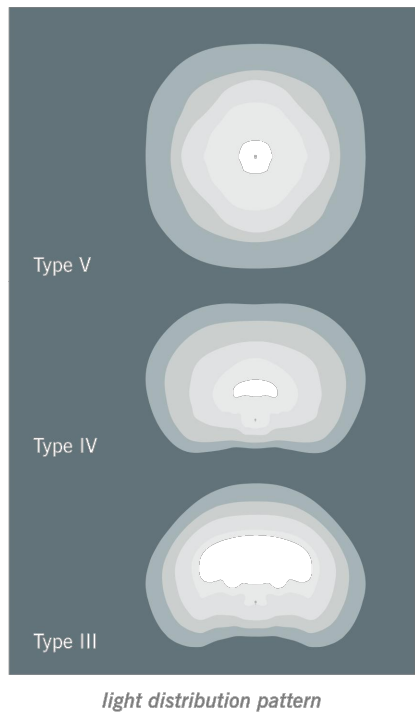


Outdoor Lighting
Shoobox LED

Light source: LED (white)
Replacement for:* LED Wattage 150 – 250-watt HPS and metal halide;
LED Wattage 205 – up to 400-watt metal halide;
LED Wattage 530 – 1,000-watt metal halide

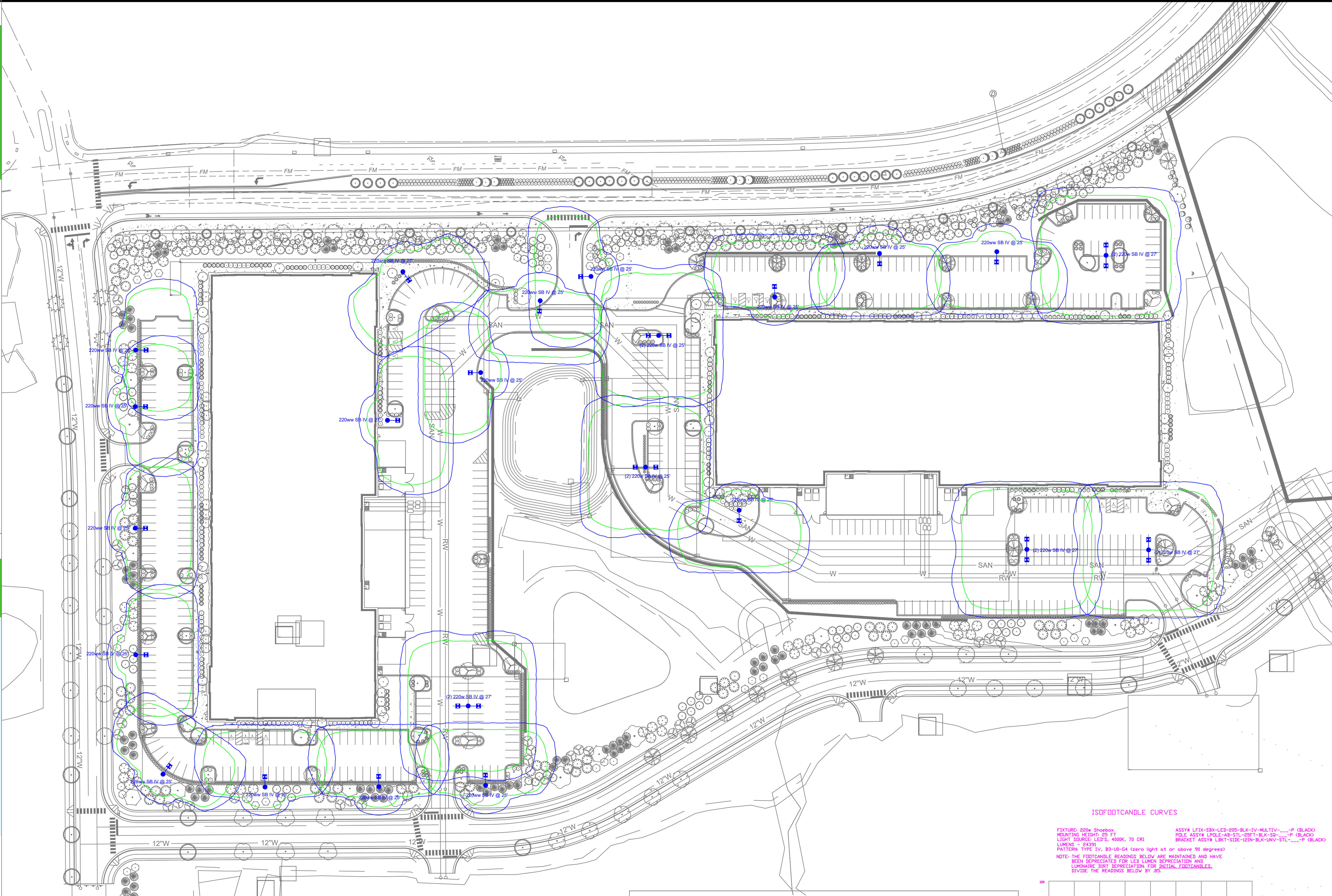
Warm-up and restrike time: Instant on (no warm-up or restrike time)

Wattage	BUG Rating	Light Pattern	Lumens	Color Temp
LED 150	B5-U0-G3	IESNA Type V (circular)	19580	
LED 150	B3-U0-G4	IESNA Type IV (forward throw)	18459	
LED 150	B2-U0-G3	IESNA Type III (oval)	19006	
LED 220	B5-U0-G3	IESNA Type V (circular)	25870	
LED 220	B3-U0-G4	IESNA Type IV (forward throw)	24390	4,000K
LED 220	B2-U0-G4	IESNA Type III (oval)	25114	
LED 420	B5-U0-G5	IESNA Type V (circular)	48514	
LED 420	B3-U0-G5	IESNA Type IV (forward throw)	43765	
LED 530	B5-U0-G5	IESNA Type V (circular)	60296	
LED 530	B3-U0-G5	IESNA Type IV (forward throw)	54395	

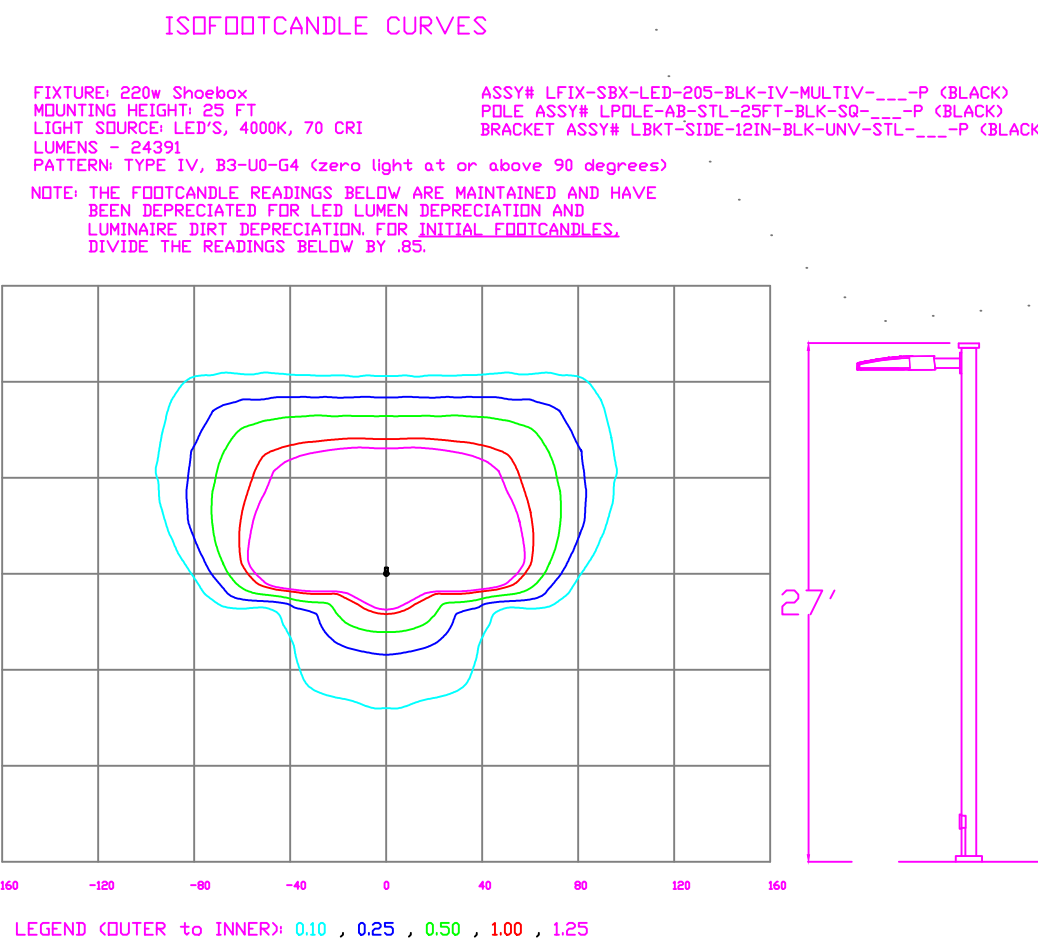


Poles available:		
Name	Mounting height	Color
Round tapered decorative metal*	35'	Black Bronze
Decorative square metal*	25' and 30'	Black Bronze Gray White
Fiberglass	30'	Black (1 or 2 fixtures per pole) Gray (1 or 2 fixtures per pole)
Features		Benefits
Little or no installation cost		Frees up capital for other projects
Design services by lighting professionals included		Meets industry standards and lighting ordinances
Maintenance included		Eliminates high and unexpected repair bills
Electricity included		Less expensive than metered service
Warranty included		Worry-free
One low monthly cost on your electric bill		Convenience and savings for you
Turnkey operation		Provides hassle-free installation and service
Backed by over 40 years of experience		A name you can trust today ... and tomorrow

*2" raised foundation available when required on metal poles only.



Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Building A Parking	✕	2.1 fc	7.2 fc	0.6 fc	12.0:1	3.5:1
Building B Parking	✕	2.0 fc	5.8 fc	0.5 fc	11.6:1	4.0:1
Schedule						
Symbol	Label	Quantity	Description	Number Lamps	Lumens Per Lamp	Light Loss Factor
✕	220ww SB IV	17	LED 220w Shoobox - Type IV - 4000K	64	381	0.85
✕	(2) 220w SB IV	6	LED 220w Shoobox - Type IV - 4000K	64	381	0.85



Customer approval _____ Date _____



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DAKVIEW PHASE 1 Holly Springs, NC	
SITE LIGHTING PLAN	
Designed by	DEP LIGHTING SOLUTIONS
Reviewed by	T. Ferguson Scale: 1" = 60'
Date	04/06/2021 Size: "Arch D"
Description: LED 220w Shoobox	
Drawing No.	21-0117A Sht. 1 OF 1

Outdoor Lighting

Shoebox LED



The energy-efficient Shoebox LED combines a decorative, contemporary style with versatility and ample lighting effect that is perfect for streets, parking lots, commercial buildings and residential communities. The Shoebox LED provides excellent color rendition along with a controlled light pattern that reduces glare and keeps the light directed only where you want it. Available in black, dark bronze, gray or white with one to four fixtures per pole.

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BUILDING A SMARTER ENERGY FUTURE®

Outdoor Lighting

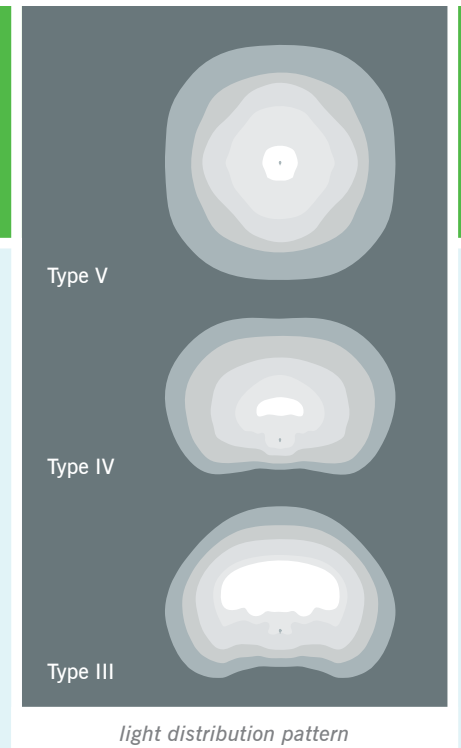
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LED Wattage 205 – up to 400-watt metal halide;
LED Wattage 530 – 1,000-watt metal halide

Warm-up and restrike time: Instant on (*no warm-up or restrike time*)

Wattage	BUG Rating	Light Pattern	Lumens	Color Temp
LED 150	B5-U0-G3	IESNA Type V (circular)	19580	4,000K
LED 150	B3-U0-G4	IESNA Type IV (forward throw)	18459	
LED 150	B2-U0-G3	IESNA Type III (oval)	19006	
LED 220	B5-U0-G3	IESNA Type V (circular)	25870	
LED 220	B3-U0-G4	IESNA Type IV (forward throw)	24390	
LED 220	B2-U0-G4	IESNA Type III (oval)	25114	
LED 420	B5-U0-G5	IESNA Type V (circular)	48514	
LED 420	B3-U0-G5	IESNA Type IV (forward throw)	43765	
LED 530	B5-U0-G5	IESNA Type V (circular)	60296	
LED 530	B3-U0-G5	IESNA Type IV (forward throw)	54395	



* These are approximate replacement suggestions; actual conditions could be different.

Poles available:

Name	Mounting height	Color
Round tapered decorative metal*	35'	Black Bronze
Decorative square metal*	25' and 30'	Black Bronze Gray White
Fiberglass	30'	Black (1 or 2 fixtures per pole) Gray (1 or 2 fixtures per pole)

Features

Little or no installation cost

Design services by lighting professionals included

Maintenance included

Electricity included

Warranty included

One low monthly cost on your electric bill

Turnkey operation

Backed by over 40 years of experience

Benefits

Frees up capital for other projects

Meets industry standards and lighting ordinances

Eliminates high and unexpected repair bills

Less expensive than metered service

Worry-free

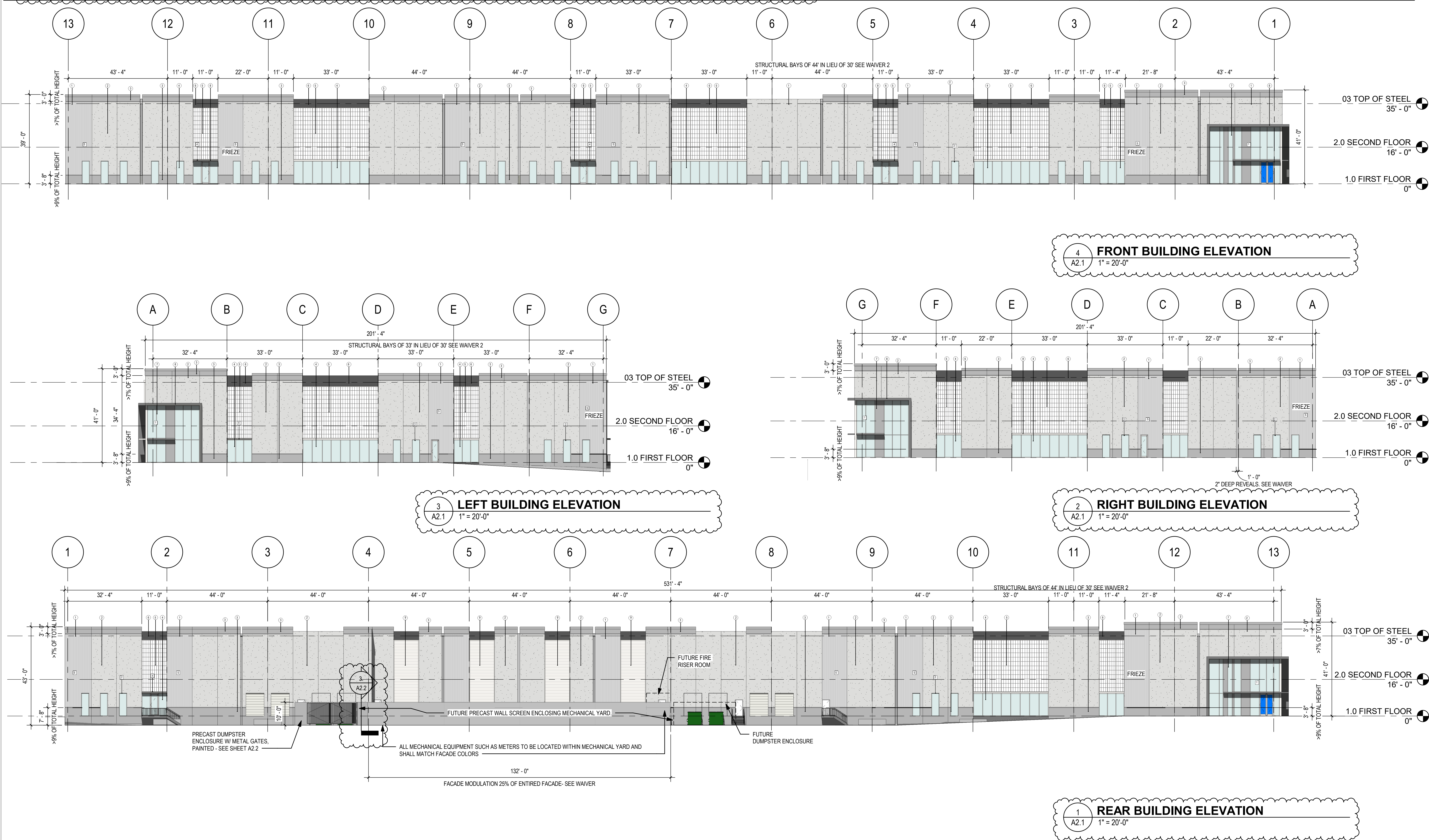
Convenience and savings for you

Provides hassle-free installation and service

A name you can trust today ... and tomorrow

*2' raised foundation available when required on metal poles only.

MATERIAL CALCULATIONS: BUILDINGS A-B									
REAR ELEVATION (50% PRIMARY)		LEFT ELEVATION (100% PRIMARY)		RIGHT ELEVATION (100% PRIMARY)		FRONT ELEVATION (100% PRIMARY)		KEYNOTES	
TOTAL AREA OF PRIMARY FACADE: 11,071 SF AREA OF GLAZING: 2,621 SF TOTAL WALL AREA OF PRIMARY BUILDING MATERIALS: 8,028 SF PRIMARY BUILDING MATERIAL: 6,643 SF (60% REQUIRED); 8,028 SF (73% PROVIDED); ANIMATING FEATURES ON PRIMARY FACADE TOTAL LINEAR LENGTH: 267' (60% REQUIRED); 160' (62% PROVIDED);		TOTAL AREA OF PRIMARY FACADE: 8,024 SF AREA OF GLAZING: 2,878 SF TOTAL WALL AREA OF PRIMARY BUILDING MATERIALS: 5,146 SF PRIMARY BUILDING MATERIAL: 4,814 SF (60% REQUIRED); 5,146 SF (64% PROVIDED); ANIMATING FEATURES ON FACADE TOTAL LINEAR LENGTH: 201' (60% REQUIRED); 121' (61% PROVIDED);		TOTAL AREA OF PRIMARY FACADE: 8,024 SF AREA OF GLAZING: 2,878 SF TOTAL WALL AREA OF PRIMARY BUILDING MATERIALS: 5,146 SF PRIMARY BUILDING MATERIAL: 4,814 SF (60% REQUIRED); 5,146 SF (64% PROVIDED); ANIMATING FEATURES ON FACADE TOTAL LINEAR LENGTH: 201' (60% REQUIRED); 121' (61% PROVIDED);		TOTAL AREA OF PRIMARY FACADE: 20,500 SF AREA OF GLAZING: 6,949 SF TOTAL WALL AREA OF PRIMARY BUILDING MATERIALS: 13,552 SF PRIMARY BUILDING MATERIAL: 12,300 SF (60% REQUIRED); 12,387 SF (66% PROVIDED); ANIMATING FEATURES ON FACADE TOTAL LINEAR LENGTH: 530' (60% REQUIRED); 318' (61% PROVIDED);		1 2 3 4 5 6 7 8 9 PRECAST CONCRETE 1 PRECAST CONCRETE 2 PRECAST CONCRETE 3 (FORMLINERS) GLAZING - ALUMINUM STOREFRONT GLAZING - GLASS FIBER PANELS ALUMINUM COMPOSITE PANEL GLAZING - CURTAINWALL ALUMINUM COMPOSITE PANEL - METAL CANOPY ALUMINUM LOUVERS ANIMATED FEATURES DEFINING THE HUMAN SCALE 1 2 3 4 5 CURTAINWALL ENTRY W/ METAL CANOPY 3'- 4" WINDOWS 33' AWNING 11'- 0" AWNING 11' WIDE FRIEZE	
PRIMARY BUILDING MATERIALS PRECAST CONCRETE 1 PRECAST CONCRETE 2 PRECAST CONCRETE 3						GENERAL NOTE: ALL SIGNS REQUIRE A SEPARATE SIGN PERMIT*			



STEVEN B. HARRIS
REGISTERED ARCHITECT
12483
NORTH CAROLINA
RALEIGH, N.C.

NOT FOR CONSTRUCTION
NORTH CAROLINA
D U R H A M

THIS DRAWING PREPARED AT THE
RALEIGH OFFICE
5410 Trinity (9584) Suite 101 Raleigh, NC 27607
TEL 919.866.4051 FAX 919.833.8124 www.timmons.com

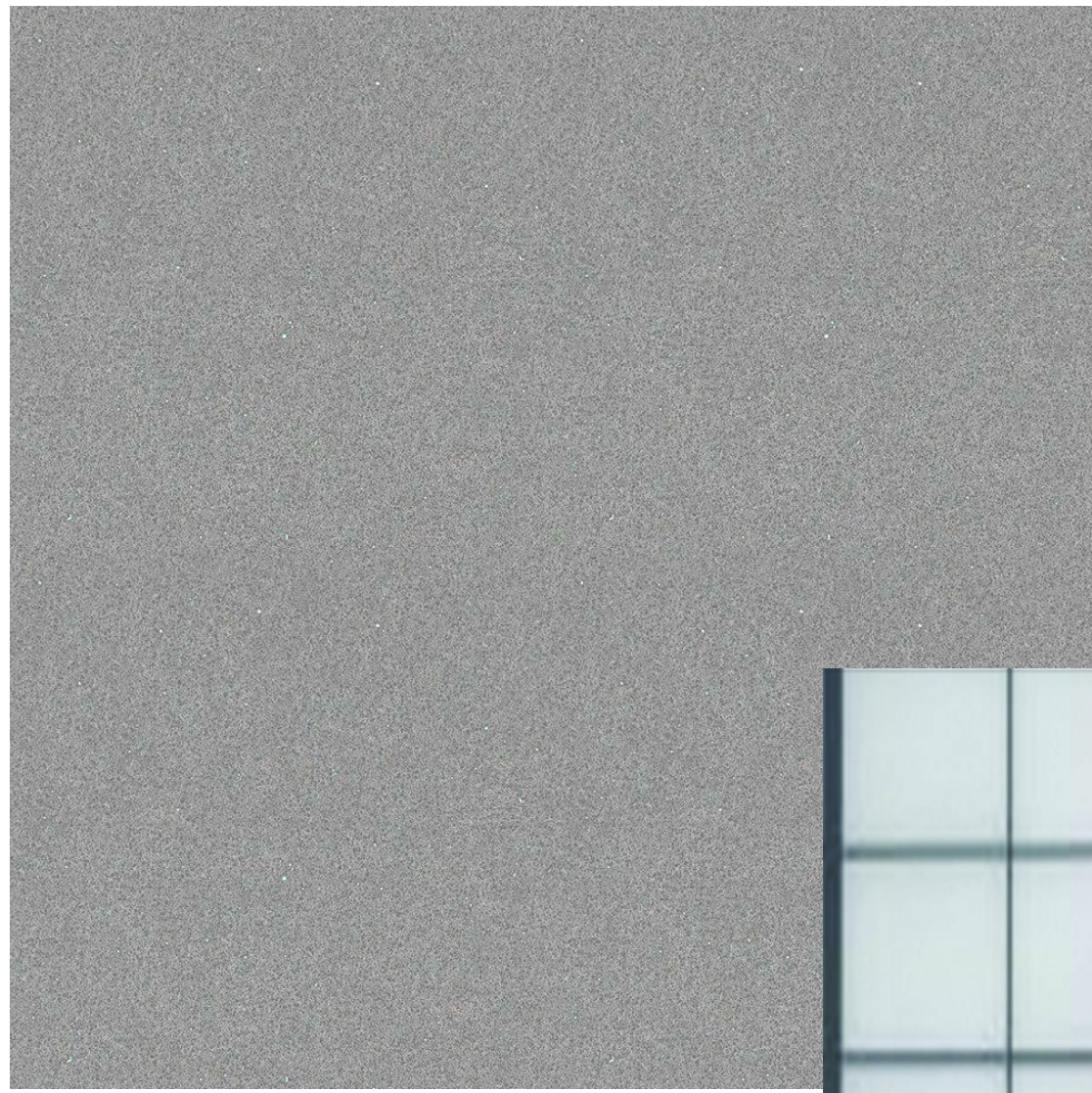
DATE	REVISION DESCRIPTION
02/19/2021 <td>REVIEW COMMENTS</td>	REVIEW COMMENTS
03/25/2021 <td>REVIEW COMMENTS</td>	REVIEW COMMENTS
04/16/2021 <td>ADDITIONAL REVIEW COMMENTS</td>	ADDITIONAL REVIEW COMMENTS

DATE	DRAWN BY	DESIGNED BY	CHECKED BY	SCALE
4/16/2021	MJ	JB	JB	AS SHOWN

OAKVIEW - PHASE I
WAKE COUNTY - NORTH CAROLINA
BUILDING ELEVATIONS

JOB NO.
46886
SHEET NO.
A2.1

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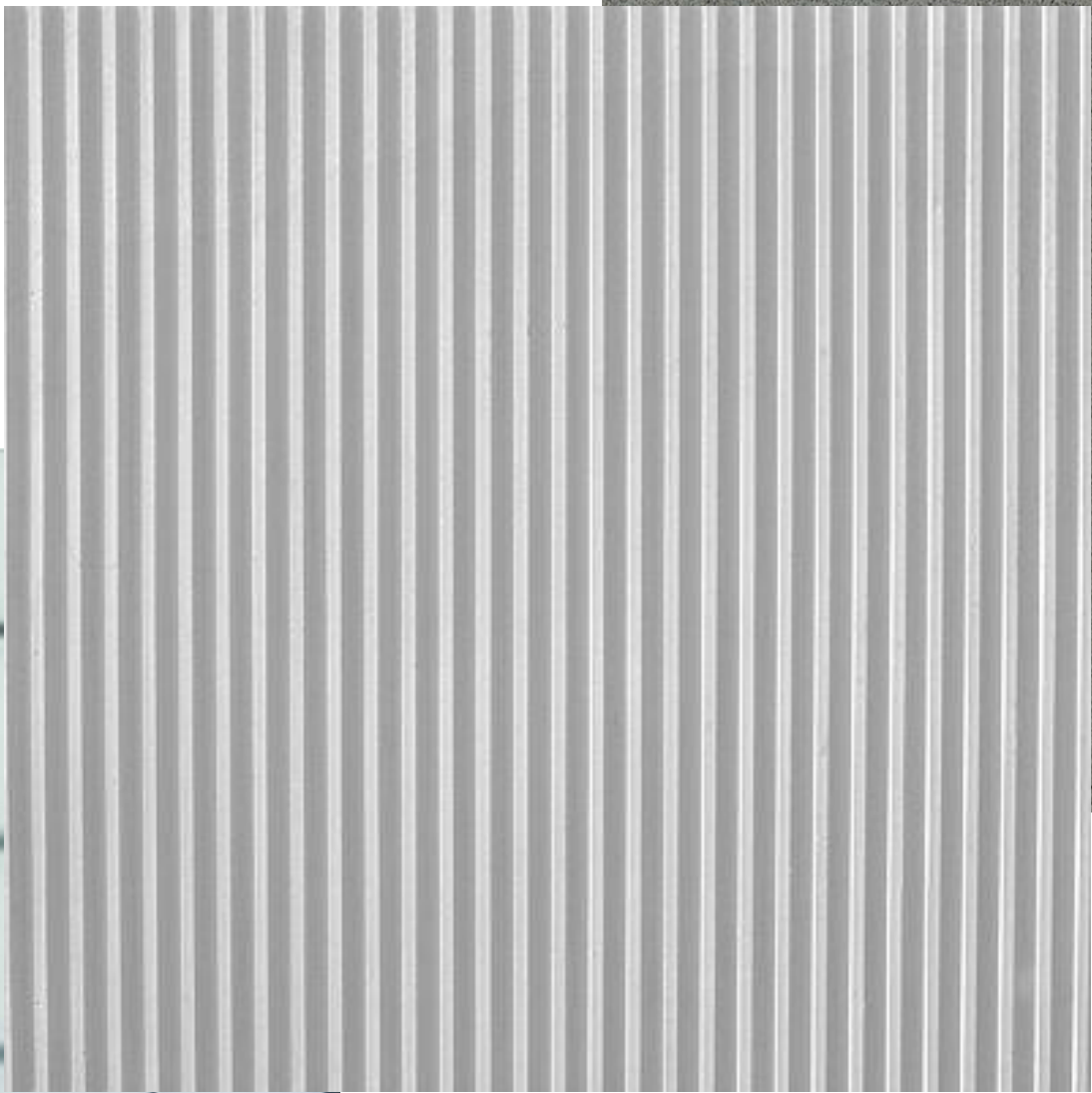
TILT-UP CONCRETE 2
(CORNICHE AND FRIEZES)



GLAZING (CURTAIN WALL, STOREFRONT)



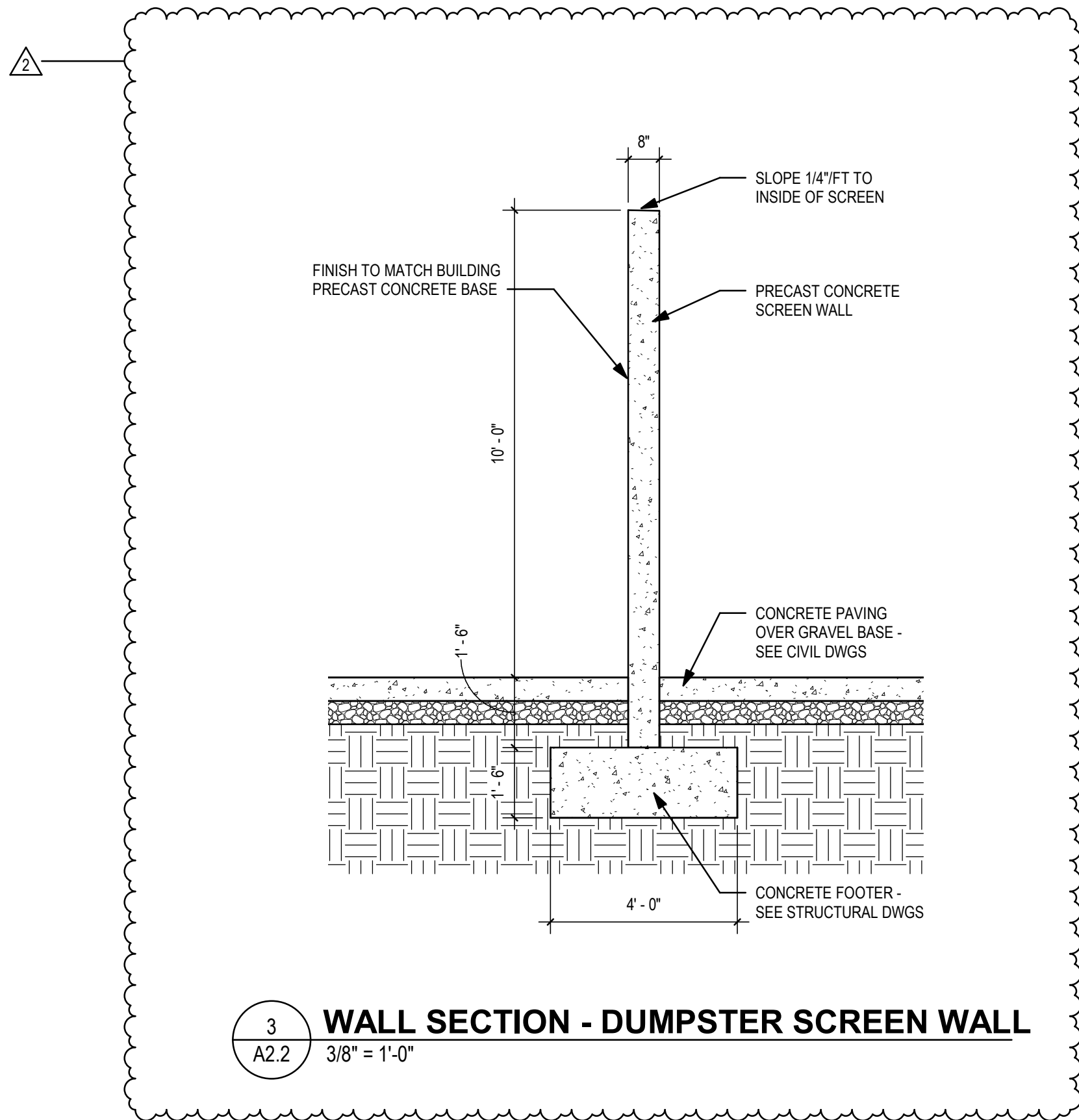
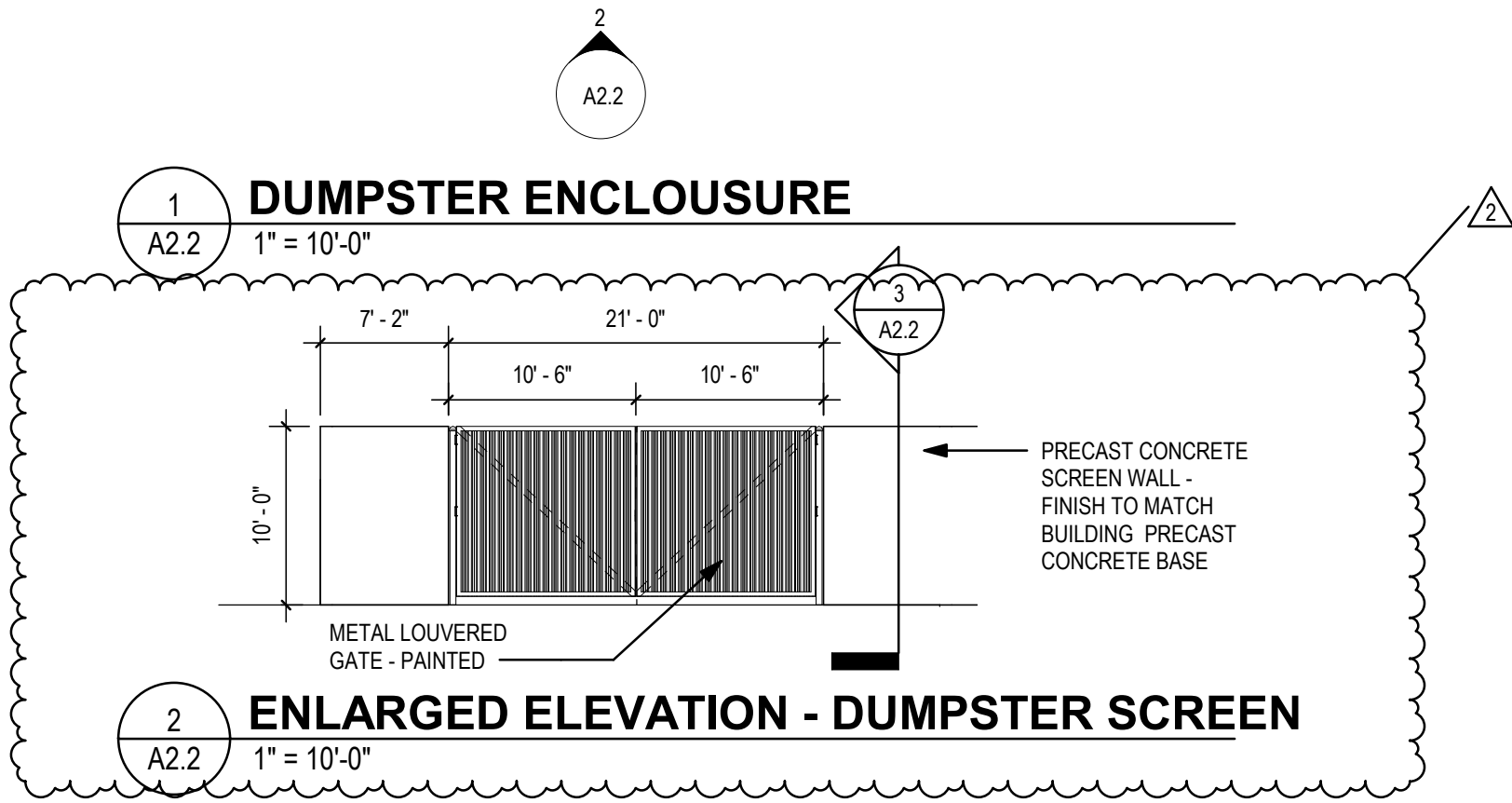
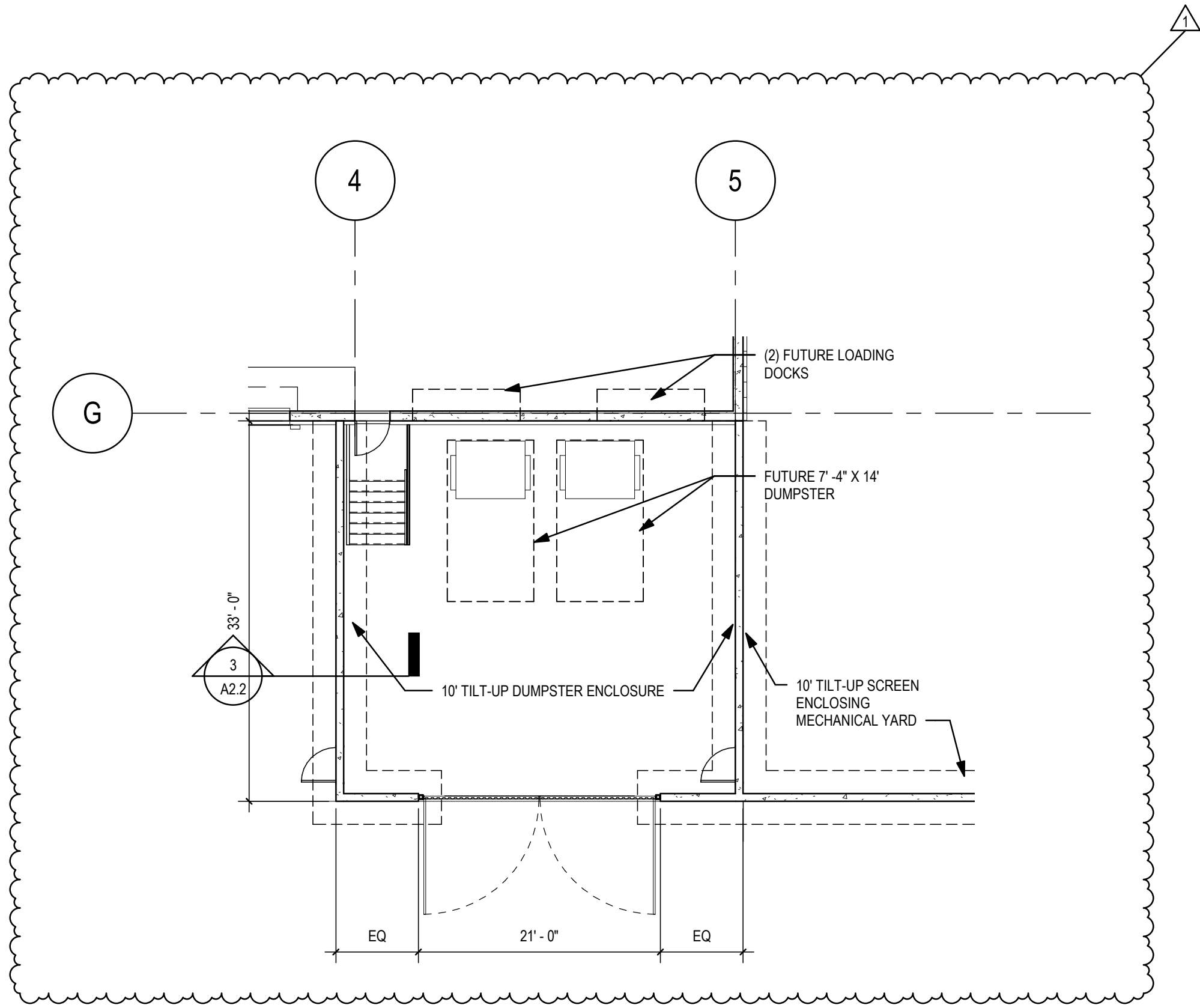
GLAZING (GLASS FIBER
PANELS)



TILT-UP CONCRETE 1
(VERTICAL FORMLINERS)



TILT- UP CONCRETE 3 (BASE)



SANDBLASTED TILT- UP PANEL WITH LIMESTONE AGGREGATE TO
RESEMBLE NATURAL STONE TEXTURE (TO BE APPLIED TO ALL
TILT- UP PANELS)



NATURAL LIMESTONE TEXTURE SHOWN
FOR COMPARISON PURPOSES ONLY

TIMMONS GROUP



THIS DRAWING PREPARED AT THE
RALEIGH OFFICE
5410 Trinity Ridge, Suite 100, Raleigh, NC 27607
TEL: 919.866.4951 FAX: 919.863.8124 www.timmons.com

DATE	REVISION DESCRIPTION
02/19/2021	REVIEW COMMENTS
03/26/2021	REVIEW COMMENTS

OAKVIEW - PHASE I
WAKE COUNTY - NORTH CAROLINA
BUILDING MATERIALS AND DUMPSTER DETAILS

JOB NO.
46886
SHEET NO.
A2.2

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THE TOWN OF

Holly Springs

Oakview Innovation Park Phase 1 Development Plan & Waivers 21-DP-01; 21-WAV-04; 21-WAV-02; & 21-WAV-03 Conditions of Approval

Motion and Conditions of Approval:

Motion to adopt Resolution #21-14 to make and accept the Findings of Fact for consideration of and to approve Waivers with the following conditions:

Waiver 21-WAV-04: Off-street Loading

X No Conditions

Waiver 21-WAV-02: Variation in Massing

X No Conditions

Waiver 21-WAV-03: Façade Modulation

X No Conditions

Motion to approve / deny / defer Development Plan 21-DP-01 for Oakview Innovation Park Phase 1 as submitted Timmons Group, Project Number 46886, dated revised 5/26/21 with the following conditions:

1. All previous conditions of approval for Oakview Innovation Park Master Plan shall apply to this plan except for any condition that describes a fee or a fee-in-lieu to be paid shall now comply with the current amounts due pursuant to the town's current annual budget or any unexpired development agreement.
2. Prior to the submittal of any UDO Permit for Sign Installation for permanent signage, a Master Sign Plan for Oakview Innovation Park Master Plan must be submitted to Development Services for review and approval.
3. A point-by-point photometric plan for all site lighting (not including public right-of-way street and pedestrian lights) in conformance with lighting levels specified in UDO Section 7.02 shall be submitted to and approved by Development Services.

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Email: dick.sears@hollyspringsnc.us

4. This project is required to meet Town's NPDES Phase II Post Construction Stormwater ordinance.
5. This project shall maintain vehicular access to the Business Park Pump Station throughout all stages of development.
6. Prior to or with the first Construction Drawing Submittal, the following must be addressed:
 - a. Recombination Plat must be recorded for this property.
 - b. Thoroughfares, collectors and boulevards require a calculated pavement design.
 - c. If the construction design triggers updates to the PER/Sewer Study, then a Final Gravity Sewer Line Sizing Report will be required, or a letter should be submitted stating that there is no change.
 - d. All items listed on the Stormwater Submittal Checklist, Form #16003.
 - e. Overhead Utilities shall be shown as relocated underground with this project.
7. The following must be addressed prior to Construction Drawing Approval and/or issuance of a land disturbance permit:
 - a. All invoiced third party review fees related to special studies are required to be paid prior to Construction Drawing Submittal, or no later than prior to Construction Drawing Approval, unless otherwise determined by the Division Manager.
 - b. As indicated during TIA Revision review, a combination of background improvements and recommended development mitigations were identified. If the assumed background projects do not occur, it should be the developer's sole responsibility to construct the background improvements included in the TIA to mitigate the impact from this development.
 - c. If the off site sewer facilities that are needed to serve this project are not completed and accepted by the Town at the time of approval of this development plan, then these facilities must be completed prior to construction drawing approval unless otherwise approved by the Division Manager.
 - d. If any off site water facilities are needed to serve this project and are not completed and accepted by the Town at the time of the approval of this plan, then these facilities must be completed prior to construction drawing approval unless otherwise approved by the Division Manager. The Town is not responsible for completion of off-site water facilities, and will not guarantee completion of such facilities by any other party. No plats or building permits will be issued by the Town until all necessary on and off-site water infrastructure is completed, unless otherwise approved by the Division Manager.
 - e. Approval of Stormwater Management Plan.
 - f. Payment of the Stormwater Fee-in-Lieu.
 - g. Stormwater sureties are required on this project. A performance surety in the form of a bond, letter of credit or cash is required in the amount of 125% estimated construction cost of the stormwater BMP prior to the preconstruction meeting and a maintenance surety in the form of a cash escrow account in the amount of 35% the actual construction cost of the BMP is required at the end of the performance monitoring period for the project.
 - h. All environmental permits must be obtained for the entire project.
 - i. The items below are part of the Developer Agreement associated with this Development Plan:
 - i. A fee-in-lieu of design and construction of a new traffic signal at the intersection of Green Oaks Parkway/Holly Springs New Hill Road, proportionate to project impact, is required with this Development Plan in the amount of \$70,000.
 - ii. A fee-in-lieu of design and construction of the realignment of the intersection of Old Holly Springs Apex Road/Holly Springs New Hill Road, proportionate to

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project impact, is required with this Development Plan in the amount of \$225,000.

- iii. A fee-in-lieu of design and construction of a future traffic signal at the intersection of Site Driveway #1/Holly Springs New Hill Rd./Ancient Oaks Dr., proportionate to the development impact, is required with this Development Plan in the amount of \$105,000.
 - j. Any Offsite right-of-way needed for this project must be dedicated in the form of a recorded plat.
 - k. Off-site sewer easements shall be documented in the form of a recorded plat.
8. The following must be addressed within 10 days of Town Council action and prior to the 1st submittal of the Construction Drawings associated with this Development Plan.
- a. Complete final Traffic Impact Analysis (TIA) review to address minor revisions.
 - b. Complete final review of the Hydraulic Water Model/Fire Flow Analysis Report (FFA) to address minor revisions.

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Email: dick.sears@hollyspringsnc.us



THE TOWN OF

Holly Springs

Resolution No.: 21-14

Date Adopted: May 18, 2021

Effective Date: May 18, 2021

**RESOLUTION OF THE TOWN OF HOLLY SPRINGS TOWN COUNCIL
MAKING FINDINGS OF FACT FOR
WAIVERS FOR ARCHITECTURAL AND
DESIGN REQUIREMENTS (21-WAV-02; 21-WAV-03); &
WAIVER OF OFF-STREET LOADING REQUIREMENTS (21-WAV-04);
IN ASSOCIATION WITH DEVELOPMENT PETITION 21-DP-01 FOR
OAKVIEW INNOVATION PARK PHASE 1**

WHEREAS, the Town of Holly Springs Town Council adopted *Town of Holly Springs Unified Development Ordinance* ("UDO") in November 2002; and

WHEREAS, pursuant to NCGS §§160A-361 & 388 and the UDO, the Town Council of Holly Springs ("Town Council") has the authority to grant waivers if competent and substantial evidence is presented by the Petitioner which allows the Town Council to find as a fact that conditions either currently exist or may exist after implementation of conditions by the Town Council. Such findings are each of the following:

Waiver for Alternate Compliance with Architectural Design Requirements Findings of Fact:

A petition for a waiver of regulations of UDO Section 3.08, A., waiver for Alternate Compliance with Architectural Design Requirements may only be granted upon the presentation of sufficient evidence to enable a written determination that:

1. The proposed development represents the use of building materials, building massing and façade treatment, building orientation, signs, landscaping, lighting or open space which will result in a development pattern which is equivalent to or superior to that achievable under the applicable regulations;
2. The proposed development will be compatible with and will enhance the use or value of area properties;
3. The proposed development is consistent with the intent of the Comprehensive Plan; and,
4. The proposed development is consistent with the intent and purpose of this UDO.

Waiver of regulations of UDO Section 7.05 C: Location of Off-Street Loading Spaces Findings of Fact:

A petition for a waiver of regulations of UDO Section 7.05 C: Location of Off-Street Loading Areas may only be granted upon the presentation of sufficient evidence to enable a written determination that:

1. The nature and location of the proposed building or structure, and;

2. The maximum size and number of delivery vehicles and the approximate time of day and number of occurrences per week that delivery vehicles can reasonably be expected to serve the proposed building or structure at one time, and;
3. The granting of the waiver will not be detrimental to public safety, health or welfare or injurious to other property, and;
4. The waiver will not contravene the provisions of this UDO or the Comprehensive Plan, and;
5. An area for future off-street loading area is provided on the lot or within the integrated center, business park or industrial park that is of sufficient size and layout to effect compliance with the basic minimum requirements of this UDO is indicated on the approved plans. Such area shall not be used for any form of development unless an amended development plan is submitted and approved, that indicates compliance with the provisions of this sub-Section.

WHEREAS, the Town Council has heard sworn testimony and has accepted and entered the Petitioner's written findings of fact into the minutes (Exhibit A) and have received site plans and elevations depicting the requested WAIVERS (Exhibit B) for the following requested Waivers:

Part 1: Alternate Compliance with Architectural Design Requirements (21-WAV-02)

Waiver of Regulations of UDO Section 4.05, B., 2., c. (2) (b) Variation in Massing to allow an increase in building bays from 30 feet in width to 44 feet in width and a reduction in depth from 4 inches to 2 inches in association with Development Petition #21-DP-01.

Part 2: Alternate Compliance with Architectural Design Requirements (21-WAV-03)

Waiver of Regulations of UDO Section 4.05, B., 2., c. (2) (g) Façade Modulation to allow a waiver of the façade modulation requirements in association with Development Petition #21-DP-01.

Part 3: Waiver of regulations of UDO Section 7.05 C: Location of Off-Street Loading Spaces (21-WAV-04)

Waiver of Regulations of UDO Section 7.05 C. and associated with 4.05 B. 1. c. Location of Off-Street Loading Spaces to allow loading spaces to be located between a front lot line and a front building façade, screened with Type C landscape screening with a plant unit value of at least seventy-five (75), in association with Development Petition #21-DP-01.

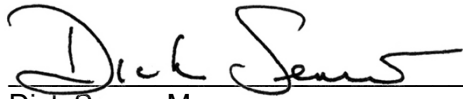
WHEREAS, the Town Council has received competent and substantial evidence and has therefore found the Petitioner's written findings of fact. The Town Council finds that the Petitioner's findings of fact to be consistent with the public testimony received on the requested Waivers, and therefore the Town Council is able to reach conclusions independently (Exhibit C) or be reasonably able to meet the conclusions on the Findings of Fact upon implementation of conditions listed on Exhibit D to this Resolution.

THEREFORE, BE IT RESOLVED by the Town Council to make and accept the Findings of Fact for Waivers For Architectural And Design Requirements (21-WAV-02; 21-WAV-03); & Waiver Of Off-Street Loading Requirements (21-WAV-04); as submitted by The Timmons Group.

Adopted by the Holly Springs Town Council on this, the 18 day of May, 2021.

Town of Holly Springs by

ATTEST:



Dick Sears, Mayor

Linda McKinney, Town Clerk



RESOLUTION EXHIBIT A

Part 1: Alternate Compliance with Architectural Design Requirements (21-WAV-02) Findings of Fact Submitted By Petitioner

TOWN OF HOLLY SPRINGS UDO SECTION 3.08 OR 4.05: ALTERNATE COMPLIANCE WITH ARCHITECTURAL AND SITE DESIGN REQUIREMENTS IN LB, CB, OR, GB & BT, RT, IT FINDINGS OF FACT		DPM Appendix #A.06 Supplement #15 December 2018
Please print responses in blue or black ink or typewrite.		
A petition for Alternate Compliance may only be approved upon the presentation of sufficient evidence. Please include as much detailed information or describe the unique conditions that would enable the decision making body to make a written determination that:		
Findings of Fact		For DPZ Use only Project # <u>21-WAV-02</u> Date Received: _____ ☐ Initial ☐ Revised ☒ Final
(1) The proposed development represents the use of (building materials, building massing and façade treatment, building orientation, signs, landscaping, lighting or open space which will result in a development pattern which is equivalent to or superior to that achievable under the applicable regulations; <u>The design provides variations that greatly exceed 12" x 4" over the majority of the façades (29% on front, 25% on right and left elevations). Structural bays are defined by the use of reveals of 12" wide by 2" in depth and fiber glass panels, which exceeds the 12" in width minimum (33' and 11") and meets the 4" in depth requirement.</u>		
(2) The proposed development will be compatible with and will enhance the use or value of area properties; <u>This project intends to attract new life science companies to Holly Springs, resulting in the overall area to increase in value and positively impacting economic activity of the town.</u>		
(3) The proposed development is consistent with the intent of the Comprehensive Plan; and, <u>The proposed development is consistent with the Comprehensive Plan, adding to both Holly Springs' context and economy.</u>		
(4) The proposed development is consistent with the intent and purpose of this UDO. <u>Exceeds the minimum requirements of the UDO in terms of primary materials, massing and facade treatments. The structural bays of 44' by 33' are defined by architectural features such as fiberglass panels, which exceed the minimum requirements of the UDO, and a series of reveals 12" wide by 2" in depth that aim to achieve the overall intent of the UDO.</u>		
Certificate of Completion		
I certify that all information presented in this petition is accurate to the best of my knowledge and belief.		
Signature: <u>MARIA ARAMILLO-LZATE</u>		Date: <u>04/12/21</u>

Part 2: Alternate Compliance with Architectural Design Requirements (21-WAV-03) Findings of Fact Submitted By Petitioner

TOWN OF HOLLY SPRINGS
UDO SECTION 3.08 OR 4.05: ALTERNATE COMPLIANCE WITH ARCHITECTURAL
AND SITE DESIGN REQUIREMENTS IN LB, CB, OR, GB & BT, RT, IT
FINDINGS OF FACT

DPM Appendix #A.06
Supplement #15
December 2018



Please print responses in blue or black ink or typewrite.

A petition for Alternate Compliance may only be approved upon the presentation of sufficient evidence. Please include as much detailed information or describe the unique conditions that would enable the decision making body to make a written determination that:

Findings of Fact

For DPZ Use only
Project # 21-WAV-03
Date Received:

☐ Initial ☐ Revised ☒ Final

- (1) The proposed development represents the use of (building materials, building massing and façade treatment, building orientation, signs, landscaping, lighting or open space which will result in a development pattern which is equivalent to or superior to that achievable under the applicable regulations;

The design for both buildings A and B provide visual interest and modulation changes across the entire design. The buildings achieve this with the use of animated features such as reveals, friezes, extruding canopies at the entries and multiple windows across all facades.

- (2) The proposed development will be compatible with and will enhance the use or value of area properties;

This project intends to attract new life science companies to Holly Springs, resulting in the overall area to increase in value and positively impacting economic activity of the town.

- (3) The proposed development is consistent with the intent of the Comprehensive Plan; and,

The proposed development is consistent with the Comprehensive Plan, adding to both Holly Springs' context and economy.

- (4) The proposed development is consistent with the intent and purpose of this UDO.

The facade modulation requirement is exceeded on the rear facade of both buildings, A and B, and all facades comply with all other requirements in this UDO. The project incorporates different architectural elements that help address the human scale and aims to achieve the same intent as the UDO.

Certificate of Completion

I certify that all information presented in this petition is accurate to the best of my knowledge and belief.

Signature: MARIA JARAMILLO ALZATE

Date: 04/12/21

Town of Holly Springs

Waiver/ Alternate Compliance Petition (UDO SECTION 4.05- ALTERNATE COMPLIANCE WITH ARCHITECTURAL AND SITE DESIGN REQUIREMENTS IN BT,RT,IT)

Waiver/ Alternate Compliance Request: (Continued)

Facade Modulation (UDO section 4.05 B. 2. c. (2) (g))

According to the UDO, facade modulation requirement, all facades for building A and B must comply with the requirement, given that both buildings are within a gateway corridor. The project request for the requirement to be waived on all facades due the industrial nature of these building, which will result in extensive facade changes both in depth and width.

All building facades exceed 100' in length, requiring at least 1 change in plane per the UDO. This will result in a facade modulation change of at least 106' in length and 16' in depth on the front and rear elevations, and 40' by 6' on the right and left facades. The rear facade meets and exceeds these requirements with a facade change of 132' (25%) in length and 16' in depth (3%) located within the mechanical yard of both buildings, where the expand and depth works properly with the building type.

The comprehensive design provides visual interest and modulation changes in all other facades, by utilizing animated features such as reveals, friezes, extruding canopies of 3' at the entries and 2' extrusions at the entry corners as well. In addition, multiple areas of glazing (not required for this building type) and canopies within the fiber glass panel features have also been incorporated.

Total length of rear facade: 531'

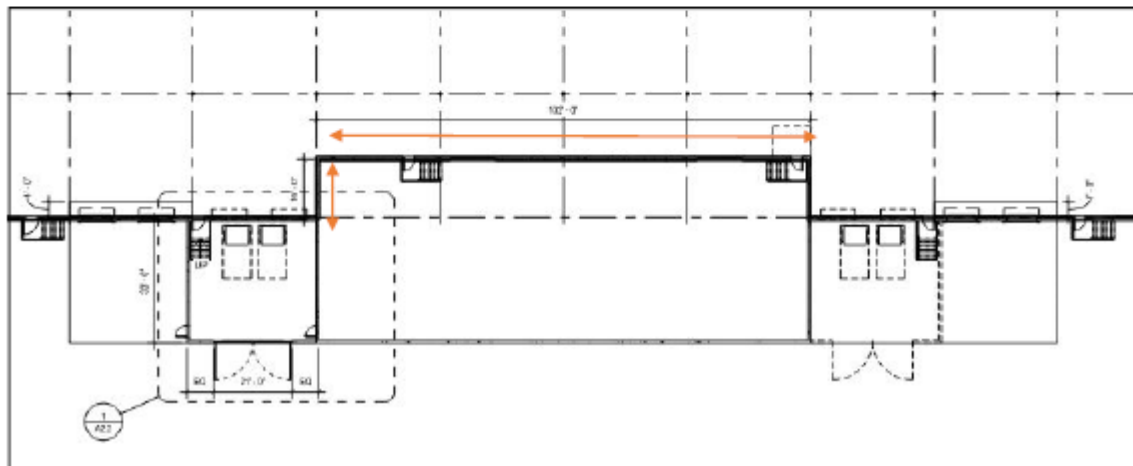
3% Recess requirement: 16'

$(531 * 0.03 = 15.93)$

>3% Provided: 16'

20% of entire facade length: 106' $(530 * 0.2 = 106.2)$

25% Provided: 132'



Part 3: Waiver of regulations of UDO Section 7.05 C: Location of Off-Street Loading Spaces (21-WAV-04) Findings of Fact Submitted By Petitioner

Please print responses in blue or black ink or typewrite.

A petition for a reduction may only be approved upon the presentation of sufficient evidence. Please include as much detailed information or describe the unique conditions that would enable the director to make a written determination that:



Findings of Fact

For DPZ Use only
Project # 21-WAV-04
Date Received:

☐ Initial ☐ Revised ☒ Final

- (1) **The nature and location of the proposed building or structure, and:**

The proposed building and use for Building A is research and technology.
The development is located within the Oakview Innovation Park southeast of the intersection of Green Oaks Parkway and Holly Springs New Hill Road

- (2) **The maximum size and number of delivery vehicles and the approximate time of day and number of occurrences per week that delivery vehicles can reasonably be expected to serve the proposed building or structure at one time, and:**

There are a total of 4 loading docks for the proposed building A. The docks will be used for delivering and shipping materials used within the facility. The majority of shipments are anticipated to be after hours and occur once or twice a week.

- (3) **The granting of the waiver will not be detrimental to public safety, health or welfare or injurious to other property, and:**

Since the majority of deliveries will take place after hours, there will be no impact on the public safety, nor the safety of patrons that are using the facility. Emergency vehicle access will not be impeded.

- (4) **The waiver will not contravene the provisions of this UDO or the Comprehensive Plan, and:**

The loading area is proposed on the primary frontage as defined in the UDO however the facility fronts two streets. We are proposing the front of the building face Holly Springs New Hill Road (the gateway corridor) and the loading area front the new two lane collector street. We feel as this frontage is more appropriate to help hide the unsightly nature of the loading and mechanical areas from the neighborhood located across from Holly Springs New Hill Road. Furthermore, this will allow the new facility to respond to the natural topography of the site. 10' landscape buffers (C-75) will be provided along the street

- (5) **An area for future off-street loading area is provided on the lot or within the integrated center, business park or industrial park that is of sufficient size and layout to effect compliance with the basic minimum requirements of this UDO is indicated on the approved plans. Such area shall not be used for any form of development unless an amended development plan is submitted and approved, that indicates compliance with the provisions of this sub-Section.**

The off-street loading area will be provided along the primary frontage.

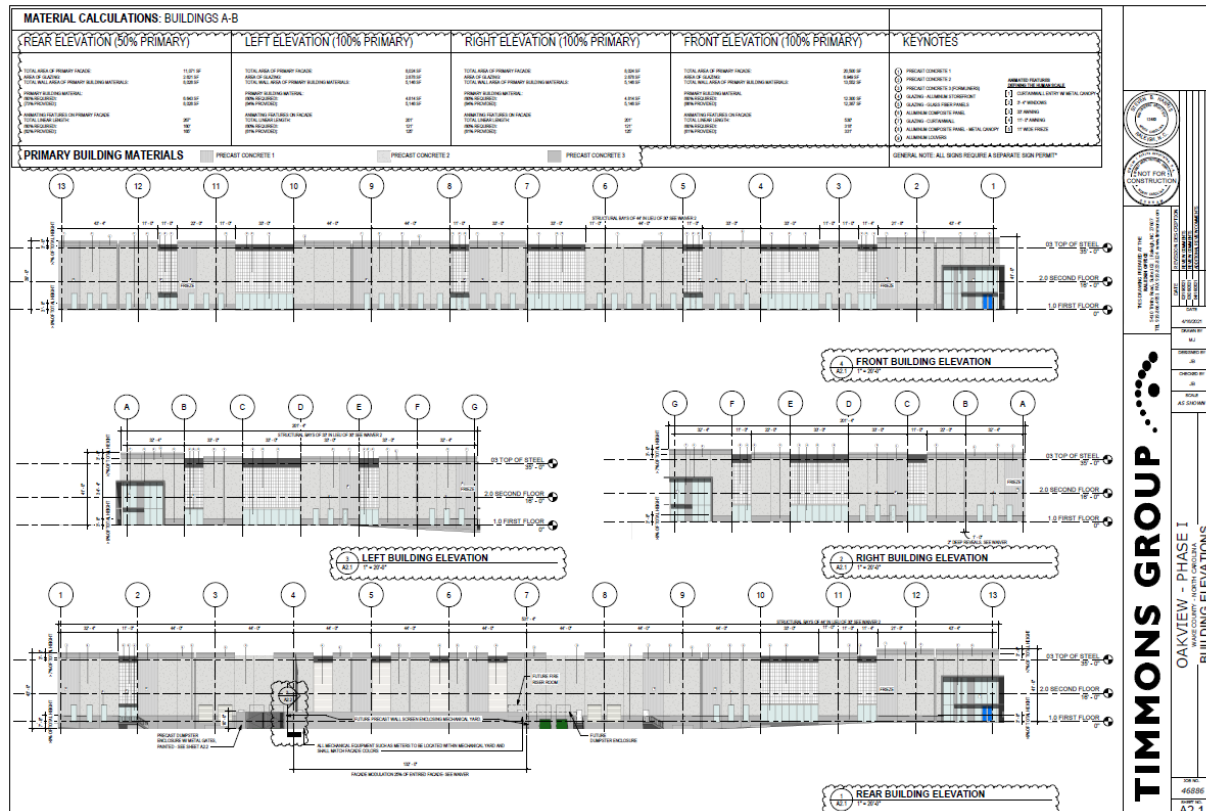
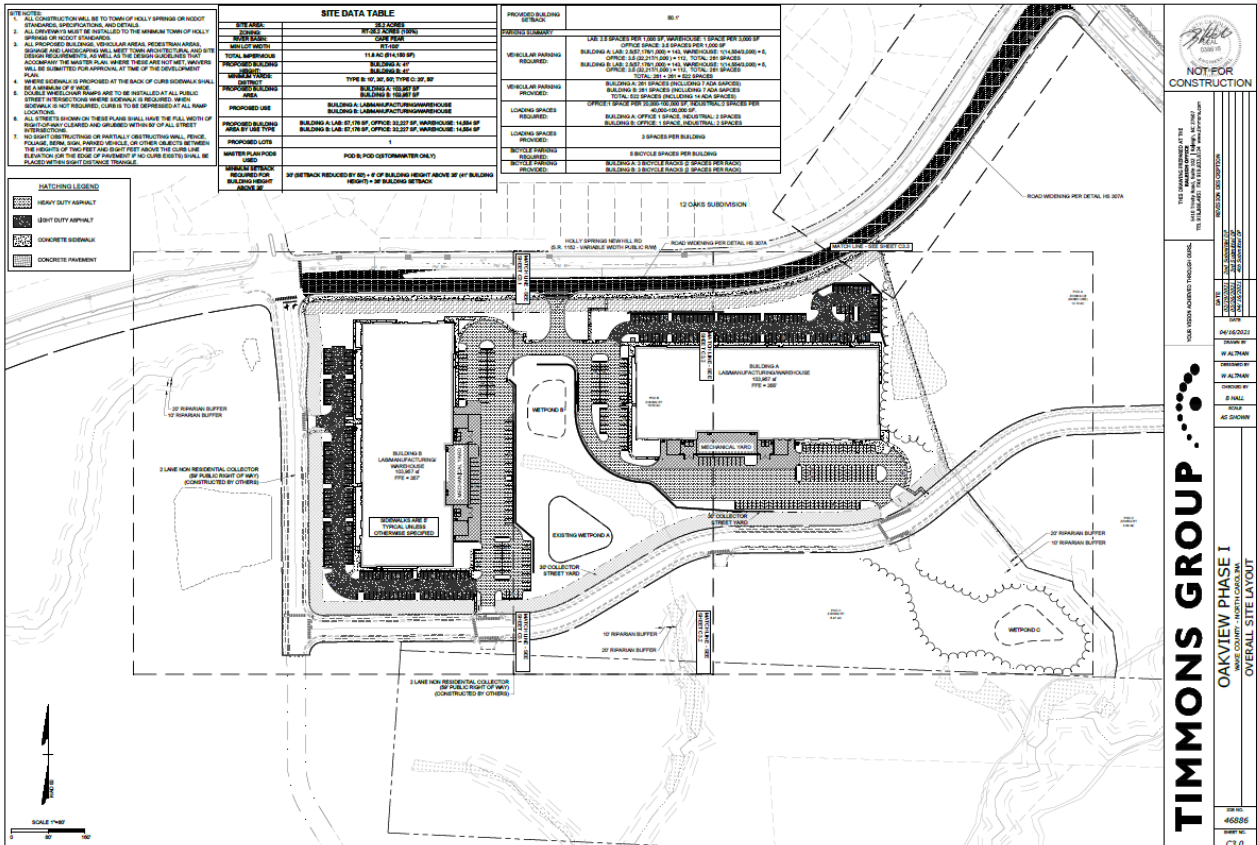
Certificate of Completion

I certify that all information presented in this petition is accurate to the best of my knowledge and belief.

Signature: Blair Allen Date: 1/15/2021

and the loading dock will be screened per 4.05 B.1c to help buffer the loading areas as well as the mechanical areas which will be enclosed with screen walls. The waiver will not contravene the provisions of the UDO or the Comprehensive Plan.

SITE PLANS & ELEVATIONS



RESOLUTION EXHIBIT C

TOWN COUNCIL'S FINDINGS OF FACT

The Town Council accepts the findings of fact as presented in Exhibit A unless specified below:

The Town Council made the following additional findings:

Part 1: Alternate Compliance with Architectural Design Requirements (21-WAV-02)

☒ No additional findings

Part 2: Alternate Compliance with Architectural Design Requirements (21-WAV-03)

☒ No additional findings

Part 3: Waiver of regulations of UDO Section 7.05 C: Location of Off-Street Loading Spaces (21-WAV-04)

☒ No additional findings

RESOLUTION EXHIBIT D

CONDITIONS OF APPROVAL

The Town Council added the following conditions in order to adequately make and accept the Findings of Fact:

Part 1: Alternate Compliance with Architectural Design Requirements (21-WAV-02)

☒ No Conditions

Part 2: Alternate Compliance with Architectural Design Requirements (21-WAV-03)

☒ No Conditions

Part 3: Waiver of regulations of UDO Section 7.05 C: Location of Off-Street Loading Spaces (21-WAV-04)

☒ No Conditions

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**AGREEMENT REGARDING ROAD IMPROVEMENTS
CONSTRUCTION AND DEFERRAL**

BY AND BETWEEN

**CRESCENT COMMUNITIES, LLC
&
THE TOWN OF HOLLY SPRINGS, NORTH CAROLINA**

THIS AGREEMENT (“Agreement”), made and entered into this ____ day of _____, 2021, by and between the **TOWN OF HOLLY SPRINGS**, a North Carolina Municipal corporation, hereafter referred to as the “Town” and **CRESCENT COMMUNITIES, LLC**, a Delaware limited liability company, hereafter referred to as the “Developer.”

WITNESSETH:

WHEREAS, the Developer or its affiliate is the fee simple owner or contract purchaser of the “Lot” defined below; and,

WHEREAS, the Developer wishes to develop the Lot for the purpose of constructing the Project (defined below) as currently shown on a plan submitted to the Holly Springs Department of Development Services as shown on plans submitted by Timmons Group Entitled "Development Plan Oakview Phase 1," dated 4/16/2021, or as later amended and approved by the Town"; and,

WHEREAS, it is beneficial to both the Town and Developer to construct certain Road Improvements; and the parties have determined that the infrastructure with respect to Road Improvements required to serve the above described tract for the above purpose should be increased in order to properly provide for ingress and egress traffic flow from the Project; and,

WHEREAS, the Town has enacted an ordinance, pursuant to N.C.G.S. §160A-372 which provides for the orderly control of growth and development in the Town in general and on the Developer’s parcel; and,

WHEREAS, the Town is authorized to enter into this contract pursuant to N.C.G.S. § 160A-16, and may contract with the Developer to carry out the public purposes set forth herein pursuant to N.C.G.S. §160A-20.1 and the Town Council of Holly Springs has determined that it is in the best interests of its citizens to do so.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, which are incorporated by reference as if set forth below, the Town and the Developer agree as follows:

ARTICLE I

1. **General:** All terms of this Agreement shall become enforceable upon the later of: (i) the signing of this Agreement by the Developer and ratification of this Agreement by the Town Council; and (ii) the annexation of the Lot into the Town; (iii) the rezoning of the Lot so as to permit the development of the Project; (iv) the approval of the Construction Drawings by the Town; and (v) the issuance of building permits to Developer for the construction of the Project ((i)-(v), the “Conditions Precedent”). In the event that the subject parcels are not currently annexed into the corporate limits of the Town, the Holly Springs Town Council shall in its sole legislative discretion make the determination after holding a public hearing on the matter as to whether the tract shall be annexed into the corporate limits of the Town. Further, the Town Council shall vote as to a zoning designation for the parcel in its sole legislative discretion, and the Developer understands that no covenant contained herein shall influence or limit the Town Council’s discretion with regard to annexation and zoning.

2. **Definitions:**

- a. Applicable Parcel: The covenants contained in this Agreement shall apply to the parcel shown as “New Lot 2” on Exhibit A incorporated herein by reference.
- b. “Conditions Precedent:” The conditions referenced in subsections (i)-(v) of Article I, Section 1 of this Agreement.
- c. “Construction Drawings:” The civil engineering drawings for the Project as submitted to and approved by the Town and other applicable authorities as required for the issuance of construction permits for the Project.
- d. “Lot:” The building lot for the Project, New Lot 2, as shown on any plans submitted for the Project, whether or not such lot is actually platted or conveyed.
- e. “Project:” Developer’s construction of the improvements shown on the approved Construction Drawings.
- f. “Project Permits:” The building permits for the construction of the Project pursuant to the approved Construction Drawings.
- g. “Road Improvements:” The road infrastructure improvements include: 1) a new traffic signal at Holly Springs New Hill Road (SR 1152) at Green Oaks Parkway; 2) intersection realignment and addition of a second through lane on eastbound Holly Springs New Hill Road (SR 1152) at Holly Springs Apex Road (SR 1153); and 3) a future traffic signal at Holly Springs New

Hill Road (SR 1152) at Site Driveway #1/Ancient Oaks Drive. Specifically omitted from this definition are any road improvements that are not listed herein that may be a part of the Developer's Construction Drawings.

ARTICLE II DEVELOPER'S DUTIES

Subject to the satisfaction of each of the Conditions Precedent:

1. If the Developer constructs the Project, then Developer shall do so in accordance with the Construction Drawings approved by the Town consistent with the Town's development standards and in a manner consistent with reasonable and customary practices.
2. As a condition to the issuance of the Project Permits, the Developer shall procure and provide to the Town a completion bond for each of the three components of the Road Improvements as enumerated in Article I, Section 2(g) of this Agreement. The completion bond shall secure the Developer's obligation herein to construct the Road Improvements prior to receiving any certificate of occupancy for the Project. Alternatively, the Developer may pay a fee in lieu for one or more of the Road Improvements. Any bond posted by Developer for a component of the Road Improvements shall be released upon the earlier of: (i) the Developer's completion of construction of the applicable component of such Improvements; or (ii) the Developer's payment of the applicable fee in lieu for the applicable component of the Road Improvements.
3. The Developer may pay a fee in lieu of the Road Improvements, in satisfaction of Developer's obligation to construct the Road Improvements (or any component thereof), in the following amounts:
 - a. For the new traffic signal at Holly Springs New Hill Road (SR 1152) and Green Oaks Parkway, the Developer shall contribute \$70,000 to the Town as its proportional share.
 - b. For the intersection alignment at Holly Springs New Hill Road (SR 1152) and Old Holly Springs Apex Road (SR 1153), the Developer shall pay the Town \$225,000 as its proportional share.
 - c. For the future traffic signal at Holly Springs New Hill Road (SR 1152) and Ancient Oaks, the Developer shall pay the Town \$105,000 as its proportional share.
4. If the Developer elects to make any of the above payments ("Fee In Lieu Payments") to the Town in lieu of posting a completion bond as described in Section 2 above, then such payment shall be made to the Town contemporaneously with the issuance of the Project Permits following the Town's approval of Developer's Construction Drawings. Additionally, if

Developer has previously posted a completion bond for a component of the Road Improvements and subsequently elects to pay a Fee In Lieu Payment for such component, then the Town shall release the bond for such component upon receipt of the applicable Fee In Lieu Payment. Payment to the Town of a Fee In Lieu Payment shall satisfy the Developer's obligation for the applicable component(s) of the Road Improvements for which the Fee In Lieu is paid.

ARTICLE III OTHER

Subject to the satisfaction of each of the Conditions Precedent:

1. If Developer elects to pursue the development and construction the Project, then the Developer shall be responsible for the complete design and construction of the Project, including all surveying, design, permitting, plat preparation and recordation, testing, engineering, bidding, construction, inspection, acceptance, easement maps and documents, construction management, construction administration, and all other necessary functions to insure complete-in-place, fully functional Project built and operational in accordance with Town and State standards and approved plans for the project. The costs of all of these items shall be borne by the Developer and shall not be subject to reimbursement or participation by the Town, except as specifically described herein.

2. The Town agrees that it shall act consistent with its rules, regulations, and common practices on any application for permits associated with the development of the Project.

3. In the course of installing the Project or any other work on easements obtained by the Town and under the Town's ownership, the Developer shall operate under permission to encroach onto a Town easement and rights of way and shall hold the Town harmless. The Developer agrees to protect, defend, indemnify and hold the Town of Holly Springs and its officers, employees and agents (collectively, "Indemnified Parties") free and harmless from and against any and all direct and actual losses, penalties, damages, settlements, costs, charges, liens, professional fees, or other expenses or liabilities caused by Developer or its contractors or agents entry onto and performance of work on the easements and rights of way of the Town in connection with the development of the Project and not resulting from the gross negligence or intentional misconduct of any of the Indemnified Parties ("Indemnified Matters"). The Developer further agrees to investigate, handle, provide defense for and respond to, any claims pertaining to Indemnified Matters at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims are groundless, false, or fraudulent.

4. All projects shall be subject to the Town's policies and procedures regarding Town acceptance on infrastructure.

5. It shall be the responsibility of the Developer to ensure that all regulatory approvals for each project are in place before beginning construction.

6. Payment of the Fee in Lieu payments by the Developer is in full satisfaction of any component of the Road Improvements (as defined above) and by making such payment,

each party fully and completely releases the other from current and future obligations relating to such component of the Road Improvements.¹

7. All notices, reports, and other communications given pursuant to this Agreement shall be in writing and shall either be mailed by first class mail, postage prepaid, certified or registered with return receipt requested, or delivered in person to the intended addressee. Notice sent by certified or registered mail shall be effective upon the date of delivery indicated on the return receipt. Notice given in any other manner shall be effective upon actual receipt by the addressee.

8. Notices under this agreement shall be to the following:

FOR THE TOWN:

Randy J. Harrington
Town Manager
PO Box 8
Holly Springs, NC 27540
Reference: CRESCENT

COMMUNITIES

FOR THE DEVELOPER:

Elizabeth McMillen
Crescent Communities, LLC.
227 W. Trade Street, Suite 1000
Charlotte, NC 28202
emcmillen@crescentcommunities.com

9. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. The parties consent to the jurisdiction of Wake County.

10. This Agreement is not assignable by the Developer to an unaffiliated third-party without the prior written consent of the Town. However, Developer may assign its rights and obligations under this Agreement to an entity in which Developer or any of its direct or indirect owners has an interest without the necessity of further consent.

11. The section and subsection headings in this Agreement have been included for convenience only, and are not part of the Agreement and shall not be taken as an interpretation of any provision of this Agreement.

12. A ruling by any court that one or more of the provisions contained in this Agreement is invalid, illegal, or unenforceable in any respect shall not affect any other provision of this Agreement so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Thereafter, this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had been amended to the extent necessary to be enforceable within the jurisdiction of the court making the ruling and to preserve the transactions contemplated by this Agreement to the greatest extent possible.

13. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and there are no representations, warranties, covenants or obligations except as set forth in this Agreement. This Agreement supersedes all prior and

¹ Note, the deleted indemnity paragraph is already addressed in Section 3.

contemporaneous agreements, understandings, negotiations and discussions relating to the subject matter hereof, written or oral, of the parties.

14. It is anticipated that, upon completion of the Roadway Improvements, following any necessary holding periods, the roadway improvements constructed pursuant to this Agreement shall be dedicated to the Town (or such other applicable government entity), and upon dedication, conveyance or assignment of such easements/improvements to the proper governmental entity, the obligations of the Developer with respect thereto shall terminate, and such applicable governmental entity shall have the continuing and ongoing obligation to maintain and repair the same.

15. This Agreement does not guarantee any specific approvals of any proposed development plan, provided, however, that all approvals granted prior to the date of this Agreement shall continue to be valid and in full force and effect.

16. Exhibit List: The following exhibits are hereby incorporated by reference:

EXHIBIT A: Description of Parcels

[Signatures Appear on Following Page]

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

(Town Seal)

TOWN OF HOLLY SPRINGS

BY: _____
Randy J. Harrington, Town Manager

ATTEST:

☐ Linda McKinney, Town Clerk
☐ Kathryn White, Deputy Town Clerk

This document is sufficient as to form.

John P. Schifano, Town Attorney

This instrument has been pre-audited in the manner proscribed by the Local Government Finance Act.

Antwan Morrison
Finance Director

CRESCENT COMMUNITIES, LLC

By: _____
Title: _____

EXHIBIT A

